

**BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI
MISCELLANEOUS APPLICATION NO. 38/2023
IN ORIGINAL APPLICATION NO.196/2022**

IN THE MATTER OF:
HARIOM GUPTA

...APPLICANT

VERSUS

NAGAR PALIKA PARISHAD, LONI & ORS.

...RESPONDENT

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THROUGH



Priyanka Swami
Counsel For Nagar Panchayat, Loni, U.P.
F- 13, Ground Floor, Jangpura Extension,
New Delhi- 110014

**BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL
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**ACTION TAKEN REPORT ON BEHALF OF THE NAGAR
PALIKA PARISHAD, LONI IN COMPLIANCE WITH THE
ORDER DATED 31.07.2024.**

1. That it is submitted that the Hon'ble Tribunal, in its order dated 31.07.2024, noted the following:

“ No response has been filed by Nagar Palika Parishad pursuant to order dated 12.07.2024. Principal Secretary, Urban Development is also not present though directed to remain present personally by order dated 12.07.2024. ”

It is most humbly submitted that the Action Taken Report (ATR) starting from page 245 was duly filed on 30th July 2024. A true copy of the receipt confirming the filing of the ATR and ATR is annexed herewith as **Annexure A– 1.**

2. That it is submitted that the Hon'ble Tribunal, in its order dated 31.07.2024, noted the following:

An additional affidavit has been filed by Principal Secretary, Urban Development stating that to cater the sewage problem, a DPR was prepared, estimating cost of Rs.7063.95 lac and pursuant thereto, administrative and financial approval has been granted to transfer Rs.53,63,77,370/- but facts remains that untreated effluent is being

discharged directly into the river. We also find from record that whatever treatment is being made via existing STP, there is nothing to show that the same is meeting prescribed standards.

3. Its most humbly submitted that the permanent solution of the said is taken by urban development department but as a temporary measure the concerned (EO LONI) has been regularly extracting the sewer from the low-lying area by installing a sewer suction machine. Two tankers have been installed, each having a capacity of 5000 litres respectively, collecting around 20000 litres per day and disposing of it at the STP for scientific disposal of the sewage, the process has been started on 15 JAN 2024 immediately after knowing about the low line area where the water is been collected coming from the pooja colony, the only possible way to get this sewage treated was through the suction machine and then take to the STP. A true copy of the recent photographic evidence is annexed herewith as **Annexure A-2.**
4. That it is respectfully submitted that the answering respondent is under a mandatory obligation and undertakes to provide the only available solution, as it is a low-lying area. The work of interception and diversion of the drain coming from Pooja Colony will be completed and operational. Until then, no untreated effluent will be discharged directly into the river. This temporary measure will be continued in the best possible manner.
5. Further, it is most humbly submitted that the STP (30 MLD) constructed in the municipal area is operated under the supervision of Jal Nigam (Urban), Ghaziabad, by VA TECH WABAG LTD for ensuring operation, maintenance and functioning of the STP. The true copy of agreement between the parties is annexed herewith as **Annexure - 3.**
6. Further, its most humbly submitted that Nagar Palika Parishad have an agreement with Jal Nigam for maintaining the STP for which monthly basis payment is being made by Nagar Palika Parishad to

Jal Nigam. A true copy of the payment receipt is annexed herewith as **Annexure – 4. Colly**

7. That the Jal Nigam has further gone with VA TECH WABAG LTD for ensuring operation, maintenance and functioning of the STP and UPPCB, ensures regularly maintaence of the work & montly testing of the outlet is done by UPPCB.
8. It is most respectfully submitted that any further directions issued by this Hon'ble Tribunal shall be promptly complied with and Dispose of the sewage disposal at STP will be made as ensured that the sewage is scientific disposed.

THROUGH



Priyanka Swami
Counsel For Nagar Panchayat, Loni, U.P.
F- 13, Ground Floor, Jangpura Extension,

IN THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 196 OF 2022

MISC APPLICATION IN DISPOSED OF CASES No. 38/2023

Hariom Gupta

...Applicant

Versus

Nagar Palika Parishad, Loni & Ors.

...Respondent

AFFIDAVIT

I, Sh. Krishna Kant Mishra aged about 40 years s/o Sh. Ram Lawat Mishra is presently posted as Executive Officer, Nagar Palika Parishad, Loni, Uttar Pradesh having an office at Loni, Ghaziabad, Uttar Pradesh presently in Delhi.

1. That I am posted as stated above and well conversant with the facts of the present case and as such competent to swear this affidavit before this Tribunal.
2. That the accompanying report has been drafted by our counsel upon my instructions.
3. That the contents of the accompanying reply are true and correct and the knowledge has been derived from official records and nothing material has been concealed therefrom.

(Signature)



09 AUG 2024

Verified on solemn affirmation at New Delhi on this _____ day of 2024, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and no part of it is false and nothing material has been concealed therefrom.

I Identified the Deponent who
Has Signed in my Presence

⑤

DEPONENT



Signed Before Me, Attested

NOTARY, DELHI, R-16988
GOVT. OF INDIA

09 AUG 2024

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO 196/2022
Misc. Applicant no. 38 of 2023**

**IN THE MATTER OF
HARIOM GUPTA**

...APPLICANT

VERSUS

**NAGAR PALIKA PARISHAD,
LONI & ORS.**

...RESPONDENT

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2.	A true copy of the minutes of the meeting of the Principal Secretary is annexed here as ANNEXURE - 1.	7- 8
3.	A true copy of the letter dated 23rd July 2024 is annexed here as ANNEXURE - 2.	9 - 10
4.	A copy of the letter no. 194/NV - 5 - 2024 dated 23rd July 2024 from the office of Municipal Council Loni, Ghaziabad, to the executive engineering, is annexed herewith as Annexure A-3.	11
5.	A copy of the EO's letter and the land allotment document is annexed herewith as Annexure A-4.	12

6.	A copy of the minutes of the meeting dated 24.07.2024 is annexed herewith as Annexure A-5.	13 - 16
7.	A copy of the fund transfer confirmation is annexed herewith as Annexure A-6.	17 - 20
8.	A copy of the invitation of tender is annexed herewith as Annexure A-7.	21 - 28
9.	A copy of the recent photographic evidence is annexed herewith as Annexure A-8.	29 - 37

THROUGH



Priyanka Swami
Counsel For Nagar Panchayat, Loni, U.P.
F- 13, Ground Floor, Jangpura Extension,
New Delhi- 110014
8800656660

Date: 29.07.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO 196/2022
Misc. applicant no. 38 of 2023**

IN THE MATTER OF :

HARIOM GUPTA

...APPLICANT

VERSUS

NAGAR PALIKA PARISHAD,
LONI & ORS.

...RESPONDENT

**ACTION TAKEN REPORT ON BEHALF OF THE NAGAR
PALIKA PARISHAD, LONI IN COMPLIANCE WITH THE
ORDER DATED 12.07.2024.**

1. That it is respectfully submitted that on 12th July 2024, the matter was taken up for hearing. Subsequently, on 18th July 2024, the Principal Secretary, Urban Development directed through video conferencing to take necessary actions in compliance with his directions and the executive officer was directed to provide the amount details of the 15th Finance Commission. A true copy of the minutes of the meeting of the Chief Secretary is annexed here as **ANNEXURE - 1.**
2. That it is respectfully submitted that on 23rd July 2024, the Executive Officer (EO) wrote a letter (Letter No. 515/2024-25) to the Joint Secretary, Principal Secretary to submit the amount available in the 15th financial commission account. A true copy of the letter dated 23rd July 2024 is annexed here as **ANNEXURE - 2.**

3. That it is respectfully submitted that the joint secretary wrote the letter to the DM, and EO requesting immediate action as per law in compliance with the orders passed in the OA. NO. 196 OF 2022, regarding the tied grant. A copy of the letter no. 194/NV - 5 - 2024 dated 23rd July 2024 from the office of Municipal Council Loni, Ghaziabad, to the executive engineering, is annexed herewith as **Annexure A-3.**
4. That on 23rd July 2024, the EO responded to the demand for land made by Jal Nigam through Letter No. 518, allotting 15,000 square meters of land for the project development. A copy of the EO's letter and the land allotment document is annexed herewith as **Annexure A-4.**
5. That it is pertinent to mention here that an immediate meeting of the 15th Finance Commission was called by circulation from the DM, as the Chairman of the Commission, on 24th July 2024, in this meeting, an amount of ₹53,63,77,370.00 (Rupees Fifty-three Crore Sixty-three Lakh Seventy-seven Thousand Three Hundred and Seventy Only) was approved by the said committee. A copy of the minutes of the meeting dated 24.07.2024 is annexed herewith as **Annexure A-5.**
6. That it is respectfully submitted that On 26th July 2024, the approved amount of ₹53,63,77,370.00 was transferred to Jal

Nigam. A copy of the fund transfer confirmation is annexed herewith as **Annexure A-6.**

7. That it is respectfully submitted that, considering the urgency of the matter Jal Nigam has issued notice for the - E-tenders with regard to the DPR, the U.P Jal Nigam invited E-tenders, which will be opened for technical bids on 21st August 2024. The work, as mentioned in the Detailed Project Report (DPR), is expected to be completed by 20th September 2026, following the finalisation of the lowest bid. A copy of the E-tender is annexed herewith as **Annexure A-7.**

8. That it is respectfully submitted that the answering respondent is under a mandatory obligation and is regularly extracting the sewer from the low-lying area by installing a sewer suction machine. Two tankers have been installed, each having a capacity of 5000 litres respectively, collecting around 20000 litres per day and disposing of it at the STP for scientific disposal of the sewage. A copy of the recent photographic evidence is annexed herewith as **Annexure A-8.**

9. That it is respectfully submitted that the undersigned is under a mandatory obligation to provide public health and sanitation within its jurisdiction. Further, it is humbly submitted that the action taken by the answering respondents may be considered positively, and

will ensure and personally pursue the compliance of the orders passed by the Hon'ble Tribunal.

THROUGH



Priyanka Swami
Counsel For Nagar Panchayat, Loni, U.P.
F- 13, Ground Floor, Jangpura Extension,
New Delhi- 110014
8800656660

Date: 29.07.2024

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL
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Versus

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...Respondent

AFFIDAVIT

I, Sh. Krishna Kant Mishra aged about 40 years s/o Sh. Ram Lawat Mishra is presently posted as Executive Officer, Nagar Palika Parishad, Loni, Uttar Pradesh having an office at Loni, Ghaziabad, Uttar Pradesh presently in Delhi.

1. That I am posted as stated above and well conversant with the facts of the present case and as such competent to swear this affidavit before this Tribunal.



That the accompanying report has been drafted by our counsel upon my instructions.

3. That the contents of the accompanying reply are true and correct and the knowledge has been derived from official records and nothing material has been concealed therefrom.



DEPONENT

VERIFICATION

Verified on solemn affirmation at New Delhi on this 29 JUL 2024 day of 2024, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and no part of it is false and nothing material has been concealed therefrom.

Raviyanki
I identified the deponent who
has signed in my presence



29 JUL 2024



DEPONENT

समय परिवर्तन/ बैठक/ वीडियो कान्फ्रेंसिंग
दिनांक 18.07.2024 को पूर्वान्ह 11:00 से 11:30 बजे
संख्या: एन0जी0टी0-176(1)/नौ-5-2024-02रिट/2024

प्रेषक,

कल्याण बनर्जी,
संयुक्त सचिव,
उत्तर प्रदेश शासन।

सेवा मे,

- 1-निदेशक, नगरीय निकाय निदेशालय, उ0प्र0 लखनऊ।
- 2-राज्य मिशन निदेशक, स्वच्छ भारत मिशन (नगरीय), नगरीय निकाय निदेशालय।
- 3-प्रबन्ध निदेशक, उत्तर प्रदेश जल निगम (नगरीय), लखनऊ।
- 4-संयुक्त प्रबन्ध निदेशक, उत्तर प्रदेश जल निगम (नगरीय), लखनऊ।
- 5-जिलाधिकारी, गाजियाबाद।
- 6-नगर आयुक्त, नगर निगम, गाजियाबाद।
- 7-मुख्य अभियन्ता (गाजियाबाद क्षेत्र), उत्तर प्रदेश जल निगम (नगरीय), गाजियाबाद।
- 8-अधिशाली अधिकारी, नगर पालिका परिषद, (लोनी) लोनी गाजियाबाद,
खोड़ा मकनपुर (गाजियाबाद)।
- 9-अधिशाली अधिकारी, नगर पंचायत, फरीदनगर, जनपद-गाजियाबाद।

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 17 जुलाई, 2024

विषय: मा0 राष्ट्रीय हरित न्यायाधिकरण में योजित विभिन्न वादों पारित आदेशों के अनुपालन में विचार-विमर्श हेतु आयोजित समीक्षा बैठक/वीडियो कान्फ्रेंसिंग में प्रतिभाग किये जाने के संबंध में।

महोदय,

कृपया उपर्युक्त विषयक शासन द्वारा पूर्व में प्रेषित पत्र संख्या-एन0जी0टी0-176/नौ-5-2024-02रिट/2024 दिनांक 12.07.2024 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से मा0 राष्ट्रीय हरित न्यायाधिकरण में योजित निम्नलिखित वादों पारित आदेशों के अनुपालन में विचार-विमर्श हेतु प्रमुख सचिव, नगर विकास विभाग, उ0प्र0 शासन की अध्यक्षता में दिनांक 18.07.2024 को अपरान्ह 01:00 से 02:00 बजे के मध्य बापू भवन स्थित कार्यालय कक्ष में आयोजित बैठक/वीडियो कान्फ्रेंसिंग में प्रतिभाग किये जाने की सूचना दी गयी थी, अपरिहार्य कारणोंवश उक्त बैठक/वीडियो कान्फ्रेंसिंग के समय में परिवर्तन करते हुए अब दिनांक 18.07.2024 को ही पूर्वान्ह 11:00 से 11:30 के मध्य आयोजित की जायेगी:-

क्र0सं0	वाद संख्या का विवरण	पारित आदेश	अगली सुनवाई
1.	मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम0ए0 संख्या-38/2023 in ओ0ए0 संख्या-196/2022, Hariom Gupta & Ors. Vs. Nagar Palika Parishad, Loni & Ors. व अन्य।	पारित आदेश दिनांक 02.07.2024	दिनांक 12.07.2024
2.	मा0 राष्ट्रीय हरित न्यायाधिकरण द्वारा ओ0ए0 संख्या-710/2023 Sushil Raghav Vs. State of Uttar Pradesh & Ors.	पारित आदेश दिनांक 18.04.2024	दिनांक 24.07.2024
3.	मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ0ए0 संख्या-06/2012 निजामुद्दीन वेस्ट एसोसिएशन बनाम यूनियन ऑफ इण्डिया व अन्य।	पारित आदेश दिनांक 04.07.2024	दिनांक 02.08.2024

4.	मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ0ए0 संख्या-274/2022 Prem Aggarwal & Ors Govt. of NCT of Delhi & Ors.	पारित आदेश दिनांक 30.04.2024	दिनांक 08.08.2024
5.	मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में विचाराधीन ओ0ए0 संख्या-1002/2018 अभिष्ट कुसुम गुप्ता बनाम उ0प्र0 राज्य एवं अन्य।	पारित आदेश दिनांक 20.03.2024, 01.05.2024	दिनांक 12.08.2024
6.	मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ0ए0 संख्या-877/2022, Paryavaran Mitra Vs State of Uttar Pradesh व अन्य।	पारित आदेश दिनांक 07.05.2024	दिनांक 23.08.2024
7.	Execution Application No.33/2021 In O.A No-68/2021 Sushil Raghav Vs. State of Uttar Pradesh & Ors.	पारित आदेश दिनांक 16.05.2024	दिनांक 02.09.2024

2- इस संबंध में मुझे यह कहने का निदेश हुआ है कि कृपया उपरोक्त आयोजित बैठक/वीडियो कान्फ्रेंसिंग में समस्त सुसंगत सूचनाओं सहित प्रतिभाग करने के साथ ही बैठक के उपयोगार्थ सूचना शासन को दिनांक 15.07.2024 तक नगर विकास अनुभाग-5 की ई-मेल so.nagar.05@gmail.com पर उपलब्ध करने का कष्ट करें।

उक्त बैठक में लखनऊ मुख्यालय के अधिकारीगण भौतिक रूप से तथा लखनऊ से बाहर के अधिकारीगण वीडियो कान्फ्रेंसिंग के माध्यम से प्रतिभाग किया जाना है। बैठक का लिंक निम्नवत् है:-

<https://meet.google.com/fsu-xgzc-vnx>

सुवदीय
16.07.2024
(कल्याण बनर्जी)
संयुक्त सचिव।

संख्या एवं दिनांक उपरोक्त

प्रतिलिपि:-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1-निजी सचिव, प्रमुख सचिव/सचिव/विशेष सचिव, नगर विकास विभाग, उ0प्र0 शासन को प्रमुख सचिव/सचिव/विशेष सचिव महोदय के अवगतार्थ प्रेषित।
- 2-श्री अतुल भारती, विधिक सहायक, पी0एम0यू0, नगर विकास विभाग, उ0प्र0 लखनऊ।
- 3-सुश्री प्रांजलि त्रिपाठी, पी0एम0यू0, नगर विकास विभाग, उ0प्र0 लखनऊ।

आज्ञा से
16.07.2024
(कल्याण बनर्जी)
संयुक्त सचिव।

कार्यालय नगर पालिका परिषद्, लोनी (गाजियाबाद)

पत्रांक सं०- 515 / न०पा०परि०लो० / 2024-25

दिनांक- 23 जुलाई 2024

सेवा में,

संयुक्त सचिव,
नगर विकास अनुभाग-5,
उत्तर प्रदेश शासन, लखनऊ।

विषय:- मा० राष्ट्रीय हरित अभिकरण, नई दिल्ली में योजित ओ०ए० संख्या-38/2023 एवं 196/2022 हरिओम गुप्ता एवं अन्य बनाम नगर पालिका परिषद्, लोनी एवं अन्य में पारित आदेश के अनुपालन में नगर पालिका परिषद्, लोनी-गाजियाबाद की पूजा कालोनी हेतु प्रस्तावित लोनी सीवरेज योजना (वार्ड-48 पूजा कालोनी) की डी०पी०आर० अनुमानित लागत रू० 7063.95 लाख के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक अधिशासी अभियन्ता, निर्माण खण्ड (प्रथम) उ०प्र० जल निगम (नगरीय), गाजियाबाद के पत्र सं०-889/एन.जी.टी.ओ.ए. संख्या-196/2022/03 दिनांक 22.07.2024 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके क्रम में मा० राष्ट्रीय हरित अभिकरण, नई दिल्ली में योजित ओ०ए० संख्या-38/2023 एवं 196/2022 हरिओम गुप्ता एवं अन्य बनाम नगर पालिका परिषद्, लोनी एवं अन्य में नगर पालिका परिषद्, लोनी क्षेत्रान्तर्गत स्थापित पूजा कालोनी की सीवरेज की समस्या के निवारण हेतु पूजा कालोनी में सीवर लाईन बिछाये जाने की डी.पी.आर. (लोनी सीवरेज योजना (वार्ड-48 पूजा कालोनी)) मुख्य अभियन्ता (गा० क्षेत्र), उ०प्र० जल निगम (नगरीय), गाजियाबाद से मूल्यांकन उपरान्त अनुमानित लागत रू० 7063.95 लाख तैयार कर प्रस्तुत की गयी है।

उक्त के क्रम में सादर अवगत कराना है कि निकाय को 15वां वित्त आयोग के अन्तर्गत निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) के रूप में समय-समय पर धनराशि प्राप्त हुई है, जिसके सापेक्ष निकाय द्वारा निविदा की प्रक्रिया नहीं की गयी है, जो निकाय के खाता में अवशेष है, जिसका विवरण निम्नवत् है:-

1- बुनियादी अनुदान (Untied Grant)

क्र०सं०	वित्तीय वर्ष	अनुदान विवरण	अवशेष धनराशि
01	2023-24	8/4290/320(3)/15वें वि०आ०/2023-24 दिनांक: 21 फरवरी 2024, प्रथम किश्त	08,57,48,499.00
02	2023-24	8/4470/320(3)/15वें वि०आ०/2023-24 दिनांक: 16 मार्च 2024, द्वितीय किश्त	08,57,48,499.00
योग			17,14,96,998.00

उपरोक्त के क्रम में अवगत कराना है कि शासनादेशानुसार बुनियादी अनुदान (Untied Grant) का उपयोग जलापूर्ति, सीवरेज तथा ठोस अपशिष्ट प्रबन्धन, सेप्टेज प्रबन्धन सहित स्वच्छता, जल निकासी, सामुदायिक परिसम्पत्तियों का रख-रखाव, सड़कों, फुटपाथों एवं स्ट्रीट लाइट तथा कब्रिस्तान और शमशानों का रख-रखाव में किये जाने के निर्देश प्राप्त हैं।

2- निर्दिष्ट अनुदान (Tied Grant)

क्र०सं०	वित्तीय वर्ष	अनुदान विवरण	अवशेष धनराशि
01	2021-22	8/2215/320(2)/15वें वि०आ०/2021-22 दिनांक 27 मई 2022, द्वितीय किश्त	05,42,58,000.00
02	2022-23	8/3009/320(2)/15वें वि०आ०/2022-23 दिनांक 28 मार्च 2023, प्रथम किश्त	11,23,80,702.00
03	2022-23	8/3548/320(3)/15वें वि०आ०/2022-23 दिनांक 12 सितम्बर 2023, द्वितीय किश्त	11,24,93,166.00
04	2023-24	8/4291/320(2)/15वें वि०आ०/2023-24 दिनांक 21 फरवरी 2024, प्रथम किश्त	12,86,22,751.00
05	2023-24	8/4469/320(3)/15वें वि०आ०/2023-24 दिनांक 16 मार्च 2024, द्वितीय किश्त	12,86,22,751.00
योग			53,63,77,370.00
कुल योग(1+2)			70,78,74,368.00

तस्मान

श्री अरुण

23.07.2024

-2-

उपरोक्त के क्रम में अवगत कराना है कि शासनादेशानुसार निर्दिष्ट अनुदान (Tied Grant) का उपयोग जलापूर्ति, सीवरेज तथा ठोस अपशिष्ट प्रबन्धन, सेप्टेज प्रबन्धन सहित स्वच्छता में किये जाने के निर्देश प्राप्त है।

उक्त के क्रम में यह भी अवगत कराना है कि प्रमुख सचिव महोदय, उ०प्र० शासन, लखनऊ की अध्यक्षता में दिनांक 18 जुलाई 2024 को आहूत बैठक में वीडियो कॉन्फ्रेंसिंग के माध्यम से यह निर्देश दिये गये हैं कि उपरोक्त में जो भी धनराशि व्यय होगी, उसे निकाय द्वारा ही वहन किया जायेगा।

उपरोक्त तथ्यों के दृष्टिगत निकाय को निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) में कुल धनराशि अंकन-70,78,74,368.00 रुपये का प्रस्ताव तैयार किया गया है।

कृपया उपरोक्त प्रस्ताव स्वीकृति हेतु महोदय की सेवा में सूचनार्थ सादर प्रेषित।
संलग्नक-उपरोक्तानुसार।

(23/7/24)
(कृष्णकान्त मिश्र)
अधिशाली अधिकारी
नगर पालिका परिषद् लोनी,
गाजियाबाद

पत्रांक व दिनांक-तदैव।

प्रतिलिपि-निम्नलिखित को सूचनार्थ व आवश्यक कार्यवाही हेतु सादर प्रेषित।

- 1-प्रमुख सचिव महोदय, नगर विकास विभाग, लखनऊ।
- 2-निदेशक महोदय, स्थानीय निकाय निदेशक, गोमतीनगर विस्तार, से०-7, लखनऊ।
- 3-महाप्रबंधक महोदय, उ०प्र० जल निगम (नगरीय), लखनऊ।
- 4-जिलाधिकारी महोदय, गाजियाबाद।
- 5-अधिशाली अभियन्ता, निर्माण खण्ड (प्रथम) उ०प्र० जल निगम (नगरीय), गाजियाबाद के पत्र सं०-889/एन. जी.टी.ओ.ए. संख्या-196/2022/03 दिनांक 22.07.2024 के क्रम में।

अधिशाली अधिकारी
नगर पालिका परिषद् लोनी,
गाजियाबाद

समयबद्ध / महत्वपूर्ण

संख्या:एन0जी0टी0-194 / नौ-5-2024-42रिट / 2023

प्रेषक,

कल्याण बनर्जी,
संयुक्त सचिव,
उत्तर प्रदेश शासन।

सेवा में,

1-जिलाधिकारी, गाजियाबाद।

2-अधिसासी अधिकारी, नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद।

नगर विकास अनुभाग-5

लखनऊ: दिनांक 23 जुलाई, 2024

विषय:- मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम0ए0 संख्या-38/2023 in ओ0ए0 संख्या-196/2022, Hariom Gupta & Ors. Vs. Nagar Palika Parishad, Loni & Ors. व अन्य में पारित आदेश दिनांक 12.07.2024 पर अनुपालन सुनिश्चित कराये जाने के संबंध में।

महोदय,

उपर्युक्त विषयक अधिसासी अधिकारी, नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद के पत्र संख्या-515/न0पा0परि0लो0/2024-25 दिनांक 23.07.2024 (प्रति संलग्न) का अवलोकन करने का कष्ट करें, जिसके माध्यम से मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम0ए0 संख्या-38/2023 in ओ0ए0 संख्या-196/2022, Hariom Gupta & Ors. Vs. Nagar Palika Parishad, Loni & Ors. व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद में लोनी सीवरेज योजना (वार्ड-44 पूजा कालोनी) हेतु उत्तर प्रदेश जल निगम (नगरीय) द्वारा तैयार किये गये आगणन अनुमानित लागत रू0 7063.75 लाख की धनराशि नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद को निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) में उपलब्ध कुल धनराशि रू0 70,78,74,368.00 से कराये जाने के प्रस्ताव पर अनुमति प्रदान किये जाने का अनुरोध किया गया है।

2- अवगत कराना है कि मा0 एन0जी0टी0 के उक्त आदेश पर अनुपालन सुनिश्चित कराये जाने हेतु प्रमुख सचिव, नगर विकास विभाग, उत्तर प्रदेश शासन की अध्यक्षता में दिनांक 18.07.2024 को सम्पन्न बैठक में विषयगत परियोजना का वित्तीय वहन नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद के निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) में उपलब्ध धनराशि से नियमानुसार कराये जाने हेतु निर्देश दिये गये हैं।

3- अतएव इस संबंध में मुझे यह कहने का निदेश हुआ है कि कृपया मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम0ए0 संख्या-38/2023 in ओ0ए0 संख्या-196/2022, Hariom Gupta & Ors. Vs. Nagar Palika Parishad, Loni & Ors. व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद में लोनी सीवरेज योजना (वार्ड-44 पूजा कालोनी) हेतु उत्तर प्रदेश जल निगम (नगरीय) द्वारा तैयार किये गये आगणन अनुमानित लागत रू0 7063.75 लाख की धनराशि नगर पालिका परिषद, लोनी, जनपद-गाजियाबाद को निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) में उपलब्ध धनराशि से नियमानुसार कराने का कष्ट करें।

उल्लेखनीय है कि विषयगत प्रकरण मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली के समयबद्ध आदेश से आच्छादित है। अतएव व्यक्तिगत ध्यान/शीर्ष प्राथमिकता अपेक्षित है।

संलग्नक:यथोक्त।

(कल्याण बनर्जी)
संयुक्त सचिव।

संख्या एवं दिनांक उपरोक्त

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1-प्रबन्ध निदेशक, उत्तर प्रदेश जल निगम (नगरीय), लखनऊ।
- 2-निदेशक, नगरीय निकाय निदेशालय, उ0प्र0 लखनऊ।
- 3-मुख्य अभियन्ता (गाजियाबाद क्षेत्र), उत्तर प्रदेश जल निगम (नगरीय), गाजियाबाद।

(आज्ञा से)
(कल्याण बनर्जी)
संयुक्त सचिव।

कार्यालय नगरपालिका परिषद, लोनी गाजियाबाद

पत्रांक संख्या-518 / न0पा0प0 / प्रस्ताव / 2024-25

दिनांक-23 जुलाई, 2024

सेवा में,

अधिकासी अभियंता

निर्माण खण्ड (प्रथम),

उ0प्र0 जल निगम(नगरीय)

सी-9, सै0-1, आर0डी0सी0, राजनगर गाजियाबाद-201001

विषय:-प्रस्तावित आई0पी0एस0 के निर्माण के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक आपके कार्यालय पत्रांक-875/कार्य-20/33 दिनांक 12.07.2024 का संदर्भ ग्रहण करने का कष्ट करे, जिसके द्वारा मा0 एन0जी0टी0 में दायर याचिका संख्या-196/2022 में पारित आदेशों के अनुपालन में तथा संयुक्त सचिव, उ0प्र0 शासन लखनऊ के पत्र सं0 एन0जी0टी0-176(1)/नौ-5-2024-42 रिट/2023 नगर विकास अनुभाग-5 लखनऊ दिनांक 12.07.2024 द्वारा निकाय क्षेत्र की पूजा कालोनी में सीवरेज निकासी हेतु सीवर लाइन बिछाये जाने व पम्पिंग स्टेशन इत्यादि निर्माण कार्यों की डी0पी0आर0 विचरन शीघ्रअतिशीघ्र प्राथमिकता पर किया जाना है, जिसके क्रम में प्रश्नगत क्षेत्र में सीवेज के निस्तारण हेतु प्रस्तावित आई0पी0एस0 के निर्माण हेतु लगभग 1500 वर्ग मीटर भूमि की मांग की गयी है।

उक्त के क्रम में तहसील लोनी द्वारा ग्राम लोनी (चकबन्दी बाहर) के खसरा नं0-273/4, क्षेत्रफल-0.5950 है0 राजस्व अभिलेख खतौनी के खाता संख्या-4124 पर श्रेणी-5-3-ड बंजर (सरकारी भूमि) दर्ज है, मौके पर खाली है, जिसमें से 0.2000 है0 भूमि गद्दी कटैया शमशान घाट हेतु प्रस्ताव भेजा गया है एवं उक्त गाटे में से 1500 वर्ग मीटर भूमि आई0पी0एस0 के निर्माण हेतु उपयुक्त है, जिसका नजरी नक्शा व नकल खतौनी संलग्न है एवं उक्त खसरा संख्या-273/4 में 0.2450 है0 भूमि अवशेष है, जो मौके पर खाली है। ग्राम लोनी (चकबन्दी बाहर) खसरा नम्बर-273/4 रकबा 0.5950 है0 में से 1500 वर्ग मीटर भूमि का प्रस्ताव आई0पी0एस0 के निर्माण हेतु संस्तुति सहित प्रेषित है। जिसका विवरण निम्नवत् है:-

क्र0सं0	योजना	ग्राम का नाम	गाटा संख्या	कुल क्षेत्रफल	कुल क्षेत्रफल में से प्रस्तावित भूमि	अन्य विवरण
1	प्रस्तावित आई0पी0एस0 का निर्माण	ग्राम लोनी (चकबन्दी बाहर)	273/4	0.5950 है0	1500 वर्ग मीटर	उक्त भूमि खुशहाल पार्क लोनी में स्थित है। जो राजस्व अभिलेखों में बंजर दर्ज है तथा मौके पर 0.2450 है0 भूमि अवशेष है।

संलग्नक-उपरोक्तानुसार।

(कृष्ण कान्त मिश्र)

अधिकासी अधिकारी

नगर पालिका परिषद लोनी

गाजियाबाद

पत्रांक एवं दिनांक-तदैव।

प्रतिलिपि:- जिलाधिकारी महोदय, गाजियाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु सादर प्रेषित।

अधिकासी अधिकारी

नगर पालिका परिषद लोनी

गाजियाबाद

संयुक्त सचिव, उत्तर प्रदेश शासन से प्राप्त मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम0ए0 संख्या-38/2023 एवं ओ0ए0 संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में
बाई-सर्कुलेट स्वीकृति

आज दिनांक 24.07.2024 को संयुक्त सचिव, उत्तर प्रदेश शासन से प्राप्त मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम0ए0 संख्या-38/2023 एवं ओ0ए0 संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में 15वें वित्त आयोग की संस्तुतियों के अन्तर्गत नगर पालिका परिषद लोनी में प्राप्त/उपलब्ध धनराशि से कराये जाने वाले विकास कार्यों के आगणन की प्रशासनिक/वित्तीय स्वीकृति हेतु जिलाधिकारी महोदय की अध्यक्षता में गठित समिति की स्वीकृति बिना बैठक आहुत किये बाई-सर्कुलेट आधार पर की गई, क्योंकि प्रकरण में एन0जी0टी0 नई दिल्ली द्वारा अगली सुनवाई की तिथि 31.07.2024 निर्धारित की गयी है।

2- संयुक्त सचिव, उत्तर प्रदेश शासन से प्राप्त मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम0ए0 संख्या-38/2023 एवं ओ0ए0 संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में वित्तीय वर्ष 2021-22 द्वितीय किश्त, वर्ष 2022-23 प्रथम किश्त व द्वितीय किश्त, वर्ष 2023-24 प्रथम एवं द्वितीय किश्त में 15 वें वित्त आयोग के अंतर्गत निर्दिष्ट (Tied Grant) अनुदान की अवशेष धनराशि के रूप में नगर पालिका परिषद-लोनी को प्राप्त/अवशेष धनराशि अंकन रूपये-53,63,77,370/-से कराये जाने वाले कार्य का अध्यक्ष एवं अधिशासी अधिकारी, नगर पालिका परिषद-लोनी द्वारा प्रेषित प्रस्ताव संख्या:-521/15वाँ वित्त का0यो0/न0पा0प0लोनी /2024 दिनांक:-23 जुलाई 2024, उत्तर प्रदेश शासन के नगर विकास अनुभाग-9 के पत्र संख्या-714ए/नौ-9-7-99-1बी/99 दिनांक 12.03.1999, पत्र संख्या-2719/नौ-9-2005 दिनांक 16.08.2005 पत्र संख्या:-710/नौ-9-2008-199 ज/2007 दिनांक 27.02.2008, पत्र संख्या-1306/नौ-9-10-199ज/2006 दिनांक 18.06.2010, पत्र संख्या-1359/नौ-9-12-199ज/2006 दिनांक 10.9.2012, पत्र संख्या-1359/नौ-9-12-199ज/2006 दिनांक 21.09.2012, पत्र संख्या-381/नौ-9.16.193ज/13 दिनांक 04.03.2016 एवं पत्र संख्या-677/9-16-193ज/13, दिनांक 18.05.2016 तथा पत्र संख्या-1774/नौ-9-2020-47ज/13 दिनांक 08.09.2020 में दी गयी व्यवस्था के अनुसार प्रस्तावित कार्य की प्रशासनिक एवं वित्तीय स्वीकृत हेतु शासनादेश संख्या-714ए/ 9-7-991बी/99 दिनांक 12 मार्च, 1999 के द्वारा गठित कमेटी/समिति के समक्ष बाई-सर्कुलेट प्रस्तुत किया गया है।

3- उक्त प्रश्नगत प्रस्ताव पर निर्णय हेतु उपरोक्त शासनादेशानुसार गठित कमेटी/समिति के अध्यक्ष एवं सदस्यगण व अन्य का अधिकारीगण का विवरण निम्नवत है:-

- 1-श्री इन्द्र विक्रम सिंह, जिलाधिकारी, गाजियाबाद।
- 2-श्री रणविजय सिंह, अपर जिलाधिकारी (प्रशासन)/वरि0प्र0अ0 स्था0नि0 गाजियाबाद।
- 3-श्री चन्द्रेश कुमार सिंह, प्रभारी अधिकारी(स्था0नि0) गाजियाबाद।
- 4-श्रीमती रंजीता धामा, अध्यक्ष, नगर पालिका परिषद-लोनी।
- 5-श्री रामराजा, अधिशासी अभियन्ता, लो0नि0वि0, निर्माण खण्ड-2, गाजियाबाद।
- 6-श्री अरुण प्रताप सिंह, अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ0प्र0 जल निगम (नगरीय) गाजियाबाद।
- 7-श्री के0के0 मिश्र, अधिशासी अधिकारी, नगर पालिका परिषद-लोनी।

P.T.O

4- नगर पालिका परिषद, लोनी को वित्तीय वर्ष 2021-22 द्वितीय किश्त, वर्ष 2022-23 प्रथम किश्त व द्वितीय किश्त, वर्ष 2023-24 प्रथम एवं द्वितीय किश्त में 15 वें वित्त आयोग के अंतर्गत निर्दिष्ट (Tied Grant) अनुदान की प्राप्त/अवशेष उपलब्ध धनराशि, जिससे विकास कार्य कराये जाने प्रस्तावित हैं, का विवरण निम्नवत है:-

क्र०सं०	वित्तीय वर्ष	अनुदान विवरण	धनराशि
01	2021-22	8 / 2215 / 320(2) / 15वें वि०आ० / 2021-22 दिनांक 27 मार्च, 2022 (द्वितीय किश्त) अवशेष धनराशि	5,42,58,000.00
02	2022-23	8 / 3009 / 320(2) / 15वें वि०आ० / 2022-23, दिनांक 28 मार्च, 2023 (प्रथम किश्त)	11,23,80,702.00
03	2022-23	8 / 3548 / 320(3) / 15वें वि०आ० / 2022-23 दिनांक 12 सितम्बर 2023 (द्वितीय किश्त)	11,24,93,166.00
04	2023-24	8 / 4291 / 320(2) / 15वें वि०आ० / 2023-24 दिनांक 21 फरवरी, 2024 (प्रथम किश्त)	12,86,22,751.00
05	2023-24	8 / 4469 / 320(3) / 15वें वि०आ० / 2023-24 दिनांक 16 मार्च, 2024 (द्वितीय किश्त)	12,86,22,751.00
		कुल योग	53,63,77,370.00

स्वीकृत अनुदान राशि का उपयोग शासनादेशानुसार निम्न प्रकार से मूलभूत नागरिक सुविधाओं पर किया जाना है :-

1- जलापूर्ति

2- सीवरेज तथा ठोस अपशिष्ट प्रबन्धन

3- सेप्टेज प्रबन्धन सहित स्वच्छता

उपरोक्त बिन्दुओं में से प्राथमिकता के आधार पर स्वीकृति धनराशि का उपयोग 1-सीवरेज तथा ठोस अपशिष्ट प्रबन्धन 2- सेप्टेज प्रबन्धन सहित स्वच्छता के मदों पर धनराशि निम्न विवरण के अनुसार व्यय की जानी है।

5- वित्तीय वर्ष 2021-22 द्वितीय किश्त, वर्ष 2022-23 प्रथम किश्त व द्वितीय किश्त, वर्ष 2023-24 प्रथम एवं द्वितीय किश्त में स्वीकृत धनराशि की उपयोग अवधि चालू वित्तीय वर्ष 2024-2025 के अनुसार 31 मार्च, 2025 तक निर्धारित है। उक्त अनुदान राशि से कराये जाने वाले कार्य की प्रशासनिक/वित्तीय स्वीकृति जिलाधिकारी की अध्यक्षता में उक्तानुसार गठित समिति के द्वारा की जानी है। प्रश्नगत स्वीकृत धनराशि का उपयोग, संयुक्त सचिव, उत्तर प्रदेश शासन से प्राप्त मा० राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम०ए० संख्या-38/2023 एवं ओ०ए० संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में निम्न प्रकार से किया जाना है।

प्राथमिकता के आधार पर प्राप्त धनराशि का उपयोग, प्रस्तावित निम्न कार्य पर किया जाना है।

क्र० सं०	कार्य का नाम	अनु० लागत
1	नगर पालिका परिषद, लोनी क्षेत्रान्तर्गत लौनी सीवरेज योजना (वार्ड संख्या-48 पूजा कालौनी) सीवर बिढाने एवं तत्सम्बन्धी कार्यों की योजना (सम्बन्धी पत्रावली पर उपलब्ध डिटेल प्रोजेक्ट रिपोर्ट (2024-2025) जो अधिशासी अभियन्ता निर्माण खण्ड प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद द्वारा तैयार किया गया है)।	7063.95 लाख रुपये

क्रमशः पेज 3 पर

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6- उपरोक्तानुसार कुल प्रस्तावित व्यय अंकन रु0 70,63,95,000-00 (रु0 सत्तर करोड तरेसठ लाख पिच्चानवें हजार), के सापेक्ष वर्तमान में 15वें वित्त आयोग से निर्दिष्ट (Tied Grant) अनुदान में शासन से प्राप्त/नगर पालिका परिषद लोनी में उपलब्ध अनुदान की धनराशि अंकन रु0 53,63,77,370-00 (रु0 तिरेपन करोड तिरसठ लाख सतहत्तर हजार तीन सौ सत्तर) का हस्तान्तरण अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ0प्र0 जल निगम (नगरीय) गाजियाबाद को किया जाना प्रस्तावित है।

7- शासनादेश संख्या-714ए/9-7-991बी/99 दिनांक 12 मार्च, 1999 के द्वारा गठित कमेटी/समिति द्वारा नगर पालिका परिषद-लोनी द्वारा प्रस्तुत प्रस्ताव संख्या-521/15वें वित्त का0यो0/न0पा0प0लोनी/2024 दिनांक:-23 जुलाई 2024 में प्रस्तावित उपरोक्त कार्य के स्टीमेट के देखने से विदित हुआ कि प्रस्तावित कार्य का आंगणन सम्बन्धित कार्यदायी संस्था के सहायक अभियन्ता द्वारा तैयार कराकर अधिशासी अभियन्ता व अधिक्षण अभियन्ता उत्तर प्रदेश जल निगम (नगरीय) गाजियाबाद द्वारा आंगणन का सत्यापन किया गया है। उपरोक्त प्रस्तुत प्रश्नगत प्रस्ताव में निकाय द्वारा यह भी अवगत कराया गया है कि उपरोक्त प्रस्तावित कार्य किसी अन्य योजना में प्रस्तावित नहीं है, ना ही कराये गये हैं, प्रथम बार प्रस्तावित हैं। सभी कार्य निर्धारित मानक एवं गुणवत्ता के अनुरूप स्थल पर सम्पन्न कराये जायेंगे।

8- चूंकि शासनादेश संख्या-1359/9-9-12-199ज/2006 दिनांक 10 सितम्बर-2012 के परिपालन में नगर पालिका परिषद-लोनी द्वारा प्रस्तावित कार्य के आंगणन की प्रशासनिक/वित्तीय स्वीकृति प्रदान किये जाने हेतु संयुक्त सचिव, उत्तर प्रदेश शासन से प्राप्त मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम0ए0 संख्या-38/2023 एवं ओ0ए0 संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित आदेश दिनांक 12.07.2024 के अनुपालन में अनुरोध किया गया है, को दृष्टिगत रखते हुए बाई-सर्कुलेशन आधार पर समिति द्वारा निर्णय लिया गया है कि शासनादेश के क्रम में कार्य की स्वीकृति उपरान्त उसके क्रियान्वयन एवं परियोजना के कार्य की मानक के अनुरूप गुणवत्ता, वित्तीय अनुशासन को बनाये रखने और उसका अनुपालन करने की पूरी जिम्मेदारी आहरण, वितरण अधिकारी (मा0 अध्यक्ष एवं अधिशासी अधिकारी नगर पालिका परिषद-लोनी) तथा कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ0प्र0 जल निगम (नगरीय) गाजियाबाद तीनों की संयुक्त रूप से होगी।

9- उक्त प्रस्तावित धनराशि रु0 53,63,77,370-00 (रु0 तिरेपन करोड तिरसठ लाख सतहत्तर हजार तीन सौ सत्तर) के अतिरिक्त शेष धनराशि का हस्तान्तरण कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ0प्र0 जल निगम (नगरीय) गाजियाबाद को हस्तान्तरित की जा रही उक्त धनराशि का उपयोगिता प्रमाण पत्र उपलब्ध कराये जाने के उपरान्त 15वें वित्त आयोग की संस्तुतियों के अन्तर्गत निर्दिष्ट अनुदान (Tied Grant) मद में भविष्य में निकाय को प्राप्त होने वाली धनराशि से हस्तान्तरित की जायेगी।

10- संयुक्त सचिव, उत्तर प्रदेश शासन, नगर विकास अनुभाग-05 लखनऊ के कार्यालय पत्र संख्या-एन0जी0टी0-194/नौ-5-2024-42रिट/2023 दिनांक 23.07.2024 के द्वारा यह निर्देश दिये गये हैं कि मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित एम0ए0 संख्या-38/2023 एवं ओ0ए0 संख्या-196/2022 हरिओम गुप्ता बनाम नगर पालिका परिषद लोनी व अन्य में पारित

P.T.O

आदेश दिनांक 12.07.2024 के अनुपालन में नगर पालिका परिषद लोनी जनपद गाजियाबाद में सीवरेज योजना (वार्ड सं०-44 पूजा कॉलोनी) हेतु उत्तर प्रदेश जल निगम (नगरीय) द्वारा तैयार किये गये आगणन अनुमानित लागत रु० 7063.75 लाख की धनराशि नगर पालिका परिषद लोनी को निर्दिष्ट अनुदान (Tied Grant) व बुनियादी अनुदान (Untied Grant) में उपलब्ध धनराशि दिये जाने हेतु निर्देश प्राप्त हुए हैं। अतः उक्त के क्रम में प्रस्तावित उक्त कार्य को कराये जाने की प्रशासनिक/वित्तीय स्वीकृति एवं उक्तानुसार वर्तमान में निकाय में उपलब्ध निर्दिष्ट अनुदान (Tied Grant) की धनराशि रु० 53,63,77,370-00 (रु० तिरपन करोड तिरसठ लाख सतहत्तर हजार तीन सौ सत्तर) अग्रिम रूप में कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद को हस्तान्तरण किये जाने की स्वीकृति, इस शर्त के साथ प्रदान की जाती है कि निकाय शासन से निर्गत/जारी निर्देशों को दृष्टिगत रखते हुये निकाय स्तर पर प्रश्नगत प्रकरण में समयबद्ध रूप से नियमानुसार सभी औपचारिकतायें पूर्ण कर अग्रिम कार्यवाही करना सुनिश्चित करें। यहां विशेष रूप से यह भी उल्लेखनीय है कि कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद को बिल भुगतान आदि की प्रक्रिया करने से पूर्व यह आवश्यक सुनिश्चित करना होगा, कि शासन द्वारा दिये गये निर्देशों के क्रम में कराये गये कार्य की गुणवत्ता जिला स्तर पर सुनिश्चित किये जाने हेतु प्रश्नगत कार्य पूर्ण हो जाने की सुस्पष्ट आख्या मय फोटोग्राफ की सत्यापित प्रति सहित मुख्यालय पर उपलब्ध करानी होगी ताकि शासन के निर्देशों का पालन कर कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद को अग्रिम कार्यवाही हेतु निर्देश निर्गत किया जा सके। इसके साथ ही कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद को यह भी सुनिश्चित करना होगा कि कराये जाने वाले कार्य का बोर्ड स्थल पर लगाना होगा, जिसमें उसका सभी पूर्ण ब्यौरा अंकित होगा। उपरोक्त निर्देशों का अनुपालन सुनिश्चित करने का कार्यदायी संस्था अधिशासी अभियन्ता निर्माण खण्ड-प्रथम, उ०प्र० जल निगम (नगरीय) गाजियाबाद का व्यक्तिगत उत्तरदायित्व होगा।


अधिशासी अधिकारी
नगर पालिका परिषद
लोनी


अध्यक्ष
नगर पालिका परिषद,
लोनी


अधिशासी अभियन्ता
निर्माण खण्ड-प्रथम, उ०प्र०
जल निगम (नगरीय)
गाजियाबाद।


अधिशासी अभियन्ता
निर्माण खण्ड-2 लो०नि०वि०
गाजियाबाद।


प्रभारी अधिकारी (स्था०नि०)
कलेक्ट्रेट-गाजियाबाद।


अपर जिलाधिकारी(प्र०)/
वरि०प्रभारी (स्था०नि०)
गाजियाबाद।

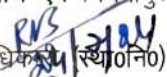

जिलाधिकारी
गाजियाबाद।

कार्यालय
पत्रांक- 1567 /21-एल०बी०सी०/गा०बाद/2024

जिलाधिकारी

गाजियाबाद।

प्रतिलिपि:-मा० अध्यक्ष/अधिशासी अधिकारी नगर पालिका परिषद लोनी को सूचनार्थ एवं नियमानुसार
आवश्यक कार्यवाही हेतु।


प्रभारी अधिकारी (स्था०नि०)
कलेक्ट्रेट, गाजियाबाद।

कार्यालय नगर पालिका परिषद्, लोनी (गाजियाबाद)

पत्रांक सं०-524 / न०पा०परि०लो० / 2024-25

दिनांक: 25 जुलाई 2024

सेवा में,

अधिकासी अभियन्ता,
निर्माण खण्ड (प्रथम),
उ०प्र० जल निगम (नगरीय),
गाजियाबाद।

विषय:- मा० राष्ट्रीय हरित अभिकरण, नई दिल्ली में योजित ओ०ए० संख्या-38 / 2023 एवं 196 / 2022 हरिओम गुप्ता एवं अन्य बनाम नगर पालिका परिषद्, लोनी एवं अन्य में पारित आदेश के अनुपालन में नगर पालिका परिषद्, लोनी-गाजियाबाद की पूजा कालोनी हेतु प्रस्तावित लोनी सीवरेज योजना (वार्ड-48 पूजा कालोनी) की डी०पी०आर० अनुमानित लागत ₹० 7063.95 लाख के सम्बन्ध में।

महोदय,

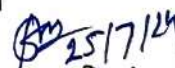
कृपया उपरोक्त विषयक संयुक्त सचिव महोदय, उ०प्र० शासन के पत्र संख्या-एन.जी.टी.-194 / नौ-5-2024-42रिट / 2023 नगर विकास अनुभाग-5 लखनऊ दिनांक 23 जुलाई 2024 द्वारा में मा० राष्ट्रीय हरित अभिकरण, नई दिल्ली में योजित ओ०ए० संख्या-38 / 2023 एवं 196 / 2022 हरिओम गुप्ता एवं अन्य बनाम नगर पालिका परिषद्, लोनी एवं अन्य में नगर पालिका परिषद्, लोनी क्षेत्रान्तर्गत स्थापित पूजा कालोनी की सीवरेज की समस्या के निवारण हेतु पूजा कालोनी में सीवर लाईन बिछाये जाने की डी.पी.आर. (लोनी सीवरेज योजना (वार्ड-48 पूजा कालोनी)) मुख्य अभियन्ता (गा० क्षेत्र), उ०प्र० जल निगम (नगरीय), गाजियाबाद से मूल्यांकन उपरान्त अनुमानित लागत ₹० 7063.95 लाख दिये जाने हेतु निर्देश दिये गये हैं।

उक्त के क्रम में अवगत कराना है कि जिलाधिकारी महोदय, गाजियाबाद के पत्र सं०-1567/एल० बी० सी०-21 दिनांक 24.07.2024 के द्वारा बाई सर्कुलेशन के माध्यम से समिति द्वारा यह निर्णय लिया गया है कि नगर पालिका परिषद्, लोनी क्षेत्रान्तर्गत स्थापित पूजा कालोनी की सीवरेज की समस्या के निवारण हेतु पूजा कालोनी में सीवर लाईन बिछाये जाने की डी.पी.आर. की अनुमानित लागत ₹० 7063.95 लाख के सापेक्ष वित्तीय वर्ष 2021-22 द्वितीय किश्त, वर्ष 2022-23 प्रथम किश्त व द्वितीय किश्त, वर्ष 2023-24 प्रथम व द्वितीय किश्त में 15वें वित्त आयोग के अन्तर्गत निर्दिष्ट अनुदान (Tied Grant) अनुदान की अवशेष धनराशि रुपये-53,63,77,370.00/- आपके विभाग को हस्तान्तरण किये जाने की प्रशासनिक एवं वित्तीय स्वीकृति प्रदान की गयी है तथा अतिरिक्त शेष धनराशि का हस्तान्तरण उक्त धनराशि का उपयोगिता प्रमाण पत्र उपलब्ध कराये जाने के उपरान्त 15वां वित्त आयोग की संस्तुतियों के अन्तर्गत निर्दिष्ट अनुदान (Tied Grant) मद में भविष्य में निकाय को प्राप्त होने वाली धनराशि से हस्तान्तरित की जायेगी।

उक्त के क्रम में नगर पालिका परिषद्, लोनी क्षेत्रान्तर्गत स्थापित पूजा कालोनी की सीवरेज की समस्या के निवारण हेतु पूजा कालोनी में सीवर लाईन बिछाये जाने हेतु धनराशि रुपये-53,63,77,370.00/-आपके विभाग को स्थानान्तरित की जानी है।

अतः आपसे अनुरोध है कि उपरोक्त धनराशि आपके विभाग को स्थानान्तरित करने हेतु मांग पत्र मय बैंक विवरण सहित इस निकाय को उपलब्ध कराने का कष्ट करें, जिससे उक्त धनराशि आपके विभाग को तत्काल स्थानान्तरित की जा सके, चूँकि प्रकरण मा० एन०जी०टी० से आच्छादित है, शीघ्रता प्रार्थनीय है।

संलग्नक-उपरोक्तानुसार।


(कृष्ण कान्त मिश्र)
अधिकासी अधिकारी
नगर पालिका परिषद्, लोनी
गाजियाबाद

पत्रांक व दिनांक-तदैव।

प्रतिलिपि-निम्नलिखित को सूचनार्थ सादर प्रेषित।

- 1-प्रमुख सचिव महोदय, उ० प्र० शासन, लखनऊ।
- 2-संयुक्त सचिव महोदय, उ० प्र० शासन, नगर विकास अनुभाग-5, लखनऊ।
- 3-प्रबन्ध निदेशक महोदय, उ० प्र० जल निगम (नगरीय), लखनऊ।
- 4-निदेशक महोदय, स्थानीय निकाय निदेशालय, गोमतीनगर सेक्टर-7, लखनऊ।
- 5-जिलाधिकारी महोदय, गाजियाबाद।
- 6-मुख्य अभियन्ता (गाजियाबाद क्षेत्र) महोदय, उ०प्र० जल निगम (नगरीय), गाजियाबाद।

अधिकासी अधिकारी
नगर पालिका परिषद्, लोनी
गाजियाबाद

368

PFMS Generated Print Payment Advice

TO BE PAID THROUGH SYSTEM ONLY

Approval date in PFMS: 26 Jul 2024		Payment Advice No.: C072441635290
Expiry date of PPA PFMS: 05 Aug 2024		Advice Print Date : 26 Jul 2024
PAN No. :		TAN No. :
Note For Branch: Kindly process the payment advice through CPSMS application by login through i-View(i-Sense) application and share 16 digit Acknowledgement (PI number) with the client.		
Contact Details	BANK	PFMS
Name:	ICICI Bank PFMS Team	
Email :	icicipfms@icicibank.com	Helpdesk-pfms@gov.in
Phone No.:	040 - 33593555	011-23343860
Note: For Agency: Kindly submit this advice duly signed to the branch at the earliest, post approval in PFMS system, to avoid any delay in payments.		

To,
The Branch Head

ICICI BANK LTD
GHAZIABAD,H.A.S.

We authorise the bank to debit our undernoted account maintained with the bank with batch amount and credit the beneficiary(ies) [#1] as per ANNEXURE-I uploaded to bank's central system through PFMS O/o CGA.

Bank Account No. 695601700305

Total Amount of Debit : Rs536377370.00

(Amount in words : Fifty-Three Crores Sixty-Three Lakhs Seventy-Seven Thousand Three Hundred Seventy)

No. Of Beneficiaries as per Annexure-I.

Batch No. C072441635290

Bishe

Agency Seal

RL

(Sign by Authorized Signatory)

(Sign by Authorized Signatory)

Name - _____

Name - _____

Designation - _____

Designation - _____

Mobile No - नगर पालिका परिषद, लोनी
गजियाबाद

Mobile No - नगर पालिका
गजियाबाद

To,

FIFTEENTH CFC TIED NPP LONI
GHAZIABAD

Ref: Account No.695601700305/ Payment Advice Number C072441635290

We confirm having received the captioned advice of credit(s) for payment today for further processing as per arrangement of bank on integrated PFMS-Bank payment system.

No. Of Beneficiaries : 1

Amount (in Rs.):536377370.00

Date & Time :

ICICI BANK LTD

Branch Seal

Branch Authorized Official

Agency to enter date of delivery in PFMS using option | E-Payment => PPA Submission Status

ANNEXURE-I						
(All page to be stamped and initial and last page to be signed in FULL with stamp)						
Payment Advice No.: C072441635290						
Sr.No.	Name of Beneficiary	PFMS Txn ID	Account Number:	IFSC/IIN/MICR	Aadhaar	Amount(In Rs.)
1	PROJECT MANAGER YAMUNA POLLUTION CONTROL UNIT I UP JAL NIGAM	C072441634933	xxxxxxxxxxxx4412	IBKL0000066		536377370.00
Total Amount(Rs)						536377370.00
Please acknowledge and do the needful as prescribed by bank to complete transactions.						

अधिशाली अधलकरी/अध्यक्ष,
महोदय/महोदया,

कृपया मा0 राष्ट्रीय हरित अभिकरण (एन0जी0टी0) में योजित ओ0ए0 सं0 38/2023 एवं 196/2022 हरिओम गुप्ता एवं अन्य बनाम नगरपालिका परिषद, लोनी एवं अन्य में पारित आदेश के अनुपालन में शासन एवं जिला स्तर की गत कार्यवाही एवं जिलाधिकारी महोदय, गाजियाबाद की अध्यक्षता में गठित समिति (विकास कार्यों के आगणन की प्रशासनिक/वित्तीय स्वीकृति) बाई- सर्कुलेट आधार पर बिना बैठक दिनोंक: 24-07-2024 के आदेश पत्र सं0 1567/21-एल0बी0सी0/गा0बाद/2024 दिनोंक: 24-07-2024 के पत्र के साथ-2 अधिशाली अभियन्ता, निर्माण खण्ड (प्रथम), उ0प्र0 जल निगम (नगर), राजनगर-गाजियाबाद के पत्र सं0 909/विविध-11 /47 दिनोंक: 25-07-2024 द्वारा प्रकरण के निस्तारण के क्रम में अंकन- रू0 53,63,77,370-00 की राशि अपने विभाग में बैंक खाते में भुगतान किये जाने हेतु खाता विवरण उपलब्ध कराया गया है।

2- निकाय द्वारा दर्शाये गये विवरण एवं जिला स्तर पर गठित समिति द्वारा लिये गये निर्णय के अनुसार निकाय में 15 वें वित्त आयोग की निर्दिष्ट अनुदान (Tied Grant) जो वित्तीय वर्ष 2021-22 से 2023-24 तक उपलब्ध राशि रू0 53,63,77,370-00 की राशि भुगतान की जानी है, अवगत कराना है कि उक्त योजना का खाता सं0 695601700305 शाखा प्रबन्धक, आई0सी0आई0सी0आई0 बैंक, राजेन्द्रनगर-गाजियाबाद में संचालित है। वर्तमान में इस खाते में रू0 71,89,69,879-00 जमा है, भुगतान किये जाने वाली राशि के अतिरिक्त राशि रू0 18,25,92,509-00 शेष है, जो ब्याज एवं ठेकेदारों को भुगतान किये जाने वाली राशि है।

3- यदि आप पूर्व में उपरोक्तानुसार प्रेषित पत्र के क्रम में प्राप्त माँग की राशि से सहमत हो, तो निकाय के 15 वें वित्त आयोग के खाता सं0 695601700305 शाखा प्रबन्धक, आई0सी0आई0सी0आई0 बैंक, राजेन्द्रनगर-गाजियाबाद से अंकन- रू0 53,63,77,370-00 की राशि स्वीकृत कर भुगतान करना चाहे।

26/7/2024
लिपिक

स्वीकृत

अधिशाली अधलकरी
नगरपालिका परिषद, लोनी
(गाजियाबाद)

अध्यक्ष
नगरपालिका परिषद, लोनी
(गाजियाबाद)

स्वीकृत एवं भुगतान :---

रू0 53,63,77,370-00 (तरेपन्न करोड़ तरेसठ लाख सतत्तर हजार तीन सौ सत्तर रू0)	रू0 53,63,77,370-00 (तरेपन्न करोड़ तरेसठ लाख सतत्तर हजार तीन सौ सत्तर रू0)

अधिशाली अधलकरी
नगरपालिका परिषद, लोनी
(गाजियाबाद)

अध्यक्ष
नगरपालिका परिषद, लोनी
(गाजियाबाद)

V. No
Cheque No.....
Dated-.....-2024

V. No
Cheque No.....
Dated-.....-2024



कार्यालय अधिशासी अभियन्ता

E-mail Id:- ypcupjn@gmail.com

निर्माण खण्ड (प्रथम), उ०प्र० जल निगम (नगरीय),
सी-९, सै०-१, आर०डी०सी०, राजनगर, गाजियाबाद २०१ ००१

पत्रांक १०९ / निविदा-११ / ५७

दिनांक २५/०७/२०२५

सेवा में,

अधिशासी अधिकारी,
नगर पालिका परिषद,
लोनी।

विषय:- मा० राष्ट्रीय हरित अभिरक्षण, नई दिल्ली में योजित ओ०ए० संख्या-३८/२०२३ एवं १९६/२०२२ हरिओम गुप्ता एवं अन्य बनाम नगर पालिका परिषद, लोनी एवं अन्य में पारित आदेश के अनुपालन में नगर पालिका परिषद, लोनी-गाजियाबाद की पूजा कालोनी हेतु प्रस्तावित लोनी सीवरेज योजना (वार्ड-४८ पूजा कालोनी) की डी०पी०आर० अनुमानित लागत रू० ७०६३.९५ लाख के सम्वन्ध में।

महोदय,

उपरोक्त विषयक आपके पत्रांक ५२४/न०पा०परि०लो०/२०२४-२५ दिनांक २५.०७.२०२४ के सन्दर्भ में अवगत कराना है कि लोनी क्षेत्रान्तर्गत स्थापित पूजा (वार्ड-४८) में सीवेज की समस्या के निस्तारण हेतु विरचित डी०पी०आर० अनुमानित लागत रू० ७०६३.९५ लाख के सापेक्ष आपके द्वारा धनराशि रू० ५३६३७७३७०.०० इस खण्ड को उपलब्ध कराये जाने हेतु मांग पत्र मय बैंक विवरण सहित उपलब्ध कराने का अनुरोध किया गया है, के क्रम में कृपया धनराशि निम्नलिखित खाता विवरण में उपलब्ध कराने का कष्ट करें।

क्र० सं०	बैंक का नाम एवं शाखा	आई०एफ०एस०सी० कोड	खाता संख्या
१	IDBI Bank RDC Raj Nagar Ghaziabad	IBKL0000066	0066104000234412

भवदीय


२५/७/२५

(अरुण प्रताप सिंह)
अधिशासी अभियन्ता

पृ०सं० एवं दिनांक-उपरोक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

१. जिलाधिकारी महोदय, गाजियाबाद।
२. मुख्य अभियन्ता (गा० क्षेत्र), उ०प्र० जल निगम (नगरीय), गाजियाबाद।
३. अधीक्षण अभियन्ता, निर्माण मण्डल, उ०प्र० जल निगम (नगरीय), गाजियाबाद।

अधिशासी अभियन्ता



OFFICE OF SUPERINTENDING ENGINEER
Construction Circle, U.P. Jal Nigam (Urban),
R-1, Sector-1 In Front of New Railway Station, Rajnagar,
Ghaziabad (U.P.)

Letter No: 1367 / Loni-Sewer-Pooja Colony / 01

Date: 24.07.2024

NOTICE FOR INVITATION OF E-TENDER (NIT)

On behalf of the Chairman, U.P. Jal Nigam (Urban) online E-Tender on percentage rate basis in Two Bid System for following works under Deposit Work are hereby invited on "TURNKEY" basis from the reputed contractors having requisite work experience & financial capabilities. The bidders should submit their bids only if they consider themselves eligible and are in possession of all the requisite documents.

Name of work & Location	Estimated cost of work put to bid in lacs (excluding GST & Including Labour Cess)	Earnest Money (Rs. In Lacs)	Cost of bid document	Period of completion	Last date & time of Submission of bid as specified in the bid documents	Time, date & place of opening of Technical Bid
<u>Name of Work:</u> -Loni Sewerage Scheme (Ward-48) Pooja Colony (NPP Loni): <u>Location/ site:</u> - Pooja Colony (Ward-48) of Nagar Palika Parishad, Loni. <u>Work Requirement:</u> -Investigation and survey (on GIS basis) of the project area including soil investigation, Engineering (hydraulic, structural design as required), Procurement of all labour & material, T&P etc. and construction of various components complete. <u>Key components of Work:</u> - (a) Laying of Sewer Lines using DWC HDPE Pipe for 200 mm dia. to 250 mm dia. and RCC NP-3 pipe for 300 mm dia. to 1400 mm dia. (b) Construction of Manholes of different dimensions as per the provisions of Tender Documents (c) Construction of Sewer House connections: which includes construction of Sewer House connecting chambers, interconnecting chambers and making sewer House Connection using 160 mm dia. and 120 mm dia. DWC HDPE Pipe (SN-8 Class) (d) Interconnection of Proposed Sewer Gravity Mains to existing Sewer Gravity Mains (e) Reinstatement of B.O.E, CC Road, bituminous Road, Interlocking Tiles <u>Work Programme:</u> - Deposit Work from Loni Nagar Palika Parishad. <u>Nature of Bid:</u> -Bids are invited on percentage rate Turn-key basis.	5503.37	55.04	20000.00 + 18% GST	24 Months (including Rainy season, if any And 3 months of testing & trial run)	Up to – 20.08.2024 till –17:00 Hrs-	On- 21.08.2024 at- 16:00 Hrs. in office of The Superintending Engineer Construction Circle, UP Jal Nigam (Urban), Ghaziabad

The Bid document may be downloaded from "https://tender.up.nic.in" w.e.f. 30.07.2024 at- 17:00 Hrs.

1. Pre bid meeting date, time venue: - 09.08.2024 at-13:00 Hrs. at office of The Superintending Engineer, Construction Circle, UP Jal Nigam (Urban), Ghaziabad.
2. The Bid should be valid for 120 days from the last date of submission of bids.
3. If the date of opening of technical bid happens to be a holiday, the bid shall be opened on the next working day at the same time for which no separate communication shall be sent.
4. Bidders having criminal record will not be allowed to participate in Bid process.
5. A person registered with any State Bar Council will not be eligible to participate in the Bid.
6. As per Government norms GST at applicable rates will be paid extra.

7. **Joint Venture: -**

- a. The Joint Venture is allowed with maximum two member out of which lead member has to be an Indian firm/company. Foreign companies can be part of Joint Venture.
- b. The lead member of the JV/Consortium must have minimum 51% of the Stake Holding. Member of Joint venture, other than the lead member, should have at least 30% Stake Holding.
- c. Lead member should have a turnover of at least 51% of the total turnover required.
- d. Lead member should have a Solvency of at least 51% of the total Solvency required
- e. project costing ≤ 10 Cr.-JV/Consortium shall have the required technical experience collectively.
- f. Project Costing > 10 Cr. upto 25 Cr.-Lead member of JV/Consortium should have at least 30% technical experience of required technical experience.
- g. Project Costing > 25 Cr.-Both members of JV/Consortium should have at least 30% technical experience of required technical experience.
- h. A member of JV/Consortium shall not participate either in individual capacity or as a member of another JV/Consortium in the same tender.
- i. Tender form shall only be submitted in the name of the JV/Consortium. Tender fees may be submitted by lead partner/JV.
- j. A single Performance Guarantee shall be submitted by the JV/Consortium in the name of the JV/Consortium.
- k. All the member of the JV/Consortium of Bidders shall be liable jointly and severally for the execution of the project.
- l. Tender for more than five projects of Amrut 2.0 will not be allotted to any firm as JV partner at any time. If a firm is allotted 5 tenders as JV partner, then that firm will not be able to participate in any tender as JV until one of the works of the allotted 5 tenders is finished and completion certificate have been issued by the concerned office. The above condition will not apply for individual participation in the tender.

8. **Eligibility**

(a) **Experience**

Contractors who inter-alia fulfill the following requirements shall be eligible to apply. Firm should have successfully completed and commissioned similar works mentioned below during last Ten years as on date of publication of NIT, satisfying followings: -

Three Completed, tested and commissioned works each costing not less than the amount equal to 30 % of estimated cost put to tender (i.e., Rs 1651.01-lacs).
OR
Two Completed, tested and commissioned works each costing not less than the amount equal to 40% of estimated cost put to tender (i.e., Rs 2201.35 lacs).
OR
One Completed, tested and commissioned work costing not less than the amount equal to 60% of estimated cost put to tender (i.e., Rs 3302.02-lacs).

Similar work shall mean-Completed, tested and commissioned works of sewer laying, and associated infrastructure works.

The experience must include one work of 2/3rd size of maximum diameter mentioned in BOQ of this NIT (i.e. $2/3 \times 1400 = 933.33$ say 1000 mm Dia.) for a minimum length of 500 meters.

The bidders may submit additional experience certificate to qualify in above particular condition categories if certificates submitted to fulfil financial criteria do not contain the category wise qualifying conditions.

Note:-

- i. The Bidder should have experience of work contract, including testing & commissioning successfully in last 10 years as on date of publication of NIT.
- ii. In case of Turn Key projects experience of works / components put to tender namely Intake, WTP, OHT, T/W, CWR Cum Pumping Station/ZPS, Distribution Networks for water supply will also be considered accordingly.
- iii. The experience in foreign countries of a subsidiary or parent company will also be considered for qualification. In case the company is not registered in India, the experience has to be certified by the respective Embassy office/Apostille (in case of members of Hague Apostille Convention).
- iv. The works like SCADA/Automation/I.T. Solutions and construction of electric sub-station can be out sourced/sub-contracted to other firms after approval of Engineer-in-charge, but the main contractor will be responsible for the quality of work and its timely completion.

(c) Average Annual Turnover: -

Average annual financial turnover during the immediate last three consecutive financial years on construction works should be at least 30% of the project cost put to tender. Annual financial turnover shall be certified by statutory auditor.

(d) Net Worth/ Profit & Loss :-

The firm should have positive net worth in the immediate last financial year and the same should be certified by statutory auditor.

Further, net worth of all the partners in a JV should individually be positive.

(e) Inflation Factor for experience on construction works:-

The value of experience on construction works / Value of experience shall be brought to current costing level by enhancing the actual value of work at simple rate @7% per annum calculated from the date of completion to the date of publication of NIT.

A typical index is given below.

Year	Escalation/ Updation factor
Year1	1.00
Year 2	1.07
Year 3	1.14
Year 4	1.21
Year 5	1.28

(f) Solvency:-

- “Solvency Certificate of minimum 40% of the tender value will be required to be submitted. Solvency Certificate issued by any Scheduled Commercial Bank shall be accepted, which will be valid for a period of 1 year from the date of issue unless otherwise mentioned.”

or

- “Solvency Certificate issued by District Magistrate will also be accepted, which will be valid for a period of 1 year from the date of issue unless otherwise mentioned.”

9. This NIT and other information/corrigendum/agenda and Instruction for bidders posted on website shall form part of bid document.

10. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a

common basis for bidding. These are liable to change up to any extent for which no claim except as provided under contract shall be admitted.

11. The bid document consisting of Technical (eligibility) bid & financial bids including specifications, the bills of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents are available on "https://e-tender.up.nic.in".
12. The technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors, qualifying the technical bid shall be communicated to them on a later date through portal.
13. If the Bidder feels that technical credentials of his own or other Bidders have been wrongly evaluated/verified, he may raise objections within 2 (two) working days from the date of uploading of result. No requests/objections shall be entertained beyond above limit; else it may be treated as an obstruction in tender process and shall be dealt with accordingly.
14. U.P. Jal Nigam (Urban) reserves the right to reject any prospective application or to cancel entire bid process without assigning any reason whatsoever.
15. E-tender document fee is non-refundable. It shall be deposited in the account of **Executive Engineer, Construction Division-I, U.P. Jal Nigam (URBAN) Ghaziabad** only by DD/RTGS/NEFT in Punjab National Bank, Branch-Rajnagar, RDC, Ghaziabad, District-Ghaziabad, A/c No.-4078000100290289, IFSC Code-PUNB0407800.
16. **Earnest Money:**
 - a) EMD will be 2% for works up to Rs 5.00 Cr. and 1% or Rs 10.00 Lacs whichever is higher for works above 5.00Cr.
 - b) EMD shall be paid through RTGS/FDR/Bank Guarantee issued by any scheduled commercial Bank.
 - c) Validity of BG will be at least **65** days beyond the validity of Tender.
 - d) In case of JV Earnest money may be submitted by lead partner/JV.
 - e) **The component of earnest money shall be deposited in the account of Executive Engineer, Construction Division-I, U.P. Jal Nigam (URBAN), Ghaziabad** only by DD/RTGS/NEFT in Punjab National Bank, Branch-Rajnagar RDC, Ghaziabad, District-Ghaziabad, A/c No.-4078000100290289, IFSC Code-PUNB0407800.
 - f) The bidder shall deposit tender fee and earnest money **separately** in account mentioned as above. Further he shall upload digitally signed copies of original receipt so bank showing clearly the above details and/ or the Bank Guarantee.
 - g) In case EMD is submitted in the form of FDR/Bank Guarantee, bidder should ensure that such **Original FDR/Bank Guarantee is mandatorily deposited in the office of Executive Engineer, Construction Division-I, U.P. Jal Nigam (Urban), Ghaziabad on the day of scheduled date (during office hours) of opening of Technical Bid**, either in person or by Speed Post. The liability for timely submission shall lie with the Bidder; U.P. Jal Nigam (Urban) shall not be responsible for delay on account of any reason whatsoever.
 - h) EMD submitted in the form of FDR/BG, shall be pledged in the favour of Executive Engineer, Construction Division-I, UP Jal Nigam (Urban) Ghaziabad. ***It is made clear that Tender Fee and Earnest Money deposited in any other form besides as mentioned above sub-paras shall render the bid non-responsive.***
 - i) In case of JV the EMD should be in the name/ from the account of JV or lead partner as specified in the JV agreement.

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17. All the Bank Guarantees submitted towards EMD/Performance Security/Additional Performance Security should be verifiable and en-cashable from a branch situated in a city where the office of Divisional Officer is located.
18. All the documents as specified in the technical bid/eligibility bid document should be uploaded within the period of bid submission. U.P. Jal Nigam (Urban) will not be liable for incomplete/inaccurate / non-submission of bid for any reason whatsoever including technical reasons. It is made clear that separate submission of originals of any documents **(except Bank Guarantee)** other than scanning and uploading them, are not required, unless called for, after opening of financial bid.
19. The bid submission shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between uploaded documents and originals/hard copies submitted later.
 - (iv) If subsequent to due date of submission of bid and/or after its submission bidder makes any further communication/ representation with regard to the bid (whether technical or financial) than otherwise called for by the undersigned as a clarification.
 - (v) If a bidder does not quote any percentage above/below/par on the total amount of the tender or any section/sub head in percentage rate tender. Further the tender will not be considered as lowest bid.
 - (vi) Conditional tenders or Tenders without e-tender document fee & earnest money or invalid earnest money shall be summarily rejected.

20. **Additional Security/ Performance Security:**

The performance guarantee @10% of the contract cost will have to be submitted at the time of signing the contract in the form of FDR/ Bank Guarantee from any scheduled commercial Bank Alternatively on request of the contractor/firm, 5% of the performance Guarantee will be accepted at the time of signing of contract and rest 5% may be deducted from the initial running bill in a single deduction or at the rate of minimum 10% of the gross bill amount of running bill. However, in any case whole amount of balance performance guarantee shall be deducted within one year.

Works for which the cost of the tender received is more than 10% below the estimated cost of works, in such situation, the performance security for first 10% below shall be 10% thereafter, additional performance security @ 0.50% for each 1% further below than 10% shall be deposited by the firm in order to safeguard against contractor leaving the works.

21. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charge consequent to any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plans, water, electricity access, faculties for workers and all others services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the instructions, scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Note:-Bidders will have to quote their rate inclusive of labour Cess but without GST which shall be paid after submission of appropriate document/proof on actual basis.

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22. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection & will be debarred from future tender in U. P. Jal Nigam (Urban).
23. The available bid Capacity of the bidder at the expected time of bidding shall be more than the total estimated cost of the work for which the tender is invited.
The available Bid Capacity shall be assessed using following formula: -
Assessed Available Bid Capacity = $2 \times A \times N - B$ Where,
A = Maximum turnover during the last five financial year (corrected to the current level of value)
N = Stipulated period of execution of the work for which the tender is invited in years.
B = value of existing commitments to be completed during the execution period of bid.
The turnover shall be corrected to the current level of value by multiplying with the up-dation factor given at point 8(d) of this N.I.T./bid document.

Note:- The minimum Bid Capacity of each JV member must be in the ratio of their Stake holding in JV and sum of Bid Capacity of JV must be more or equal to required Bid Capacity.

24. The bidder shall not be permitted to bid for works under supervisory control of Superintending Engineer and Executive Engineer concerned who is responsible for execution of work, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the U.P. Jal Nigam (Urban). Any breach of this condition by the contractor would render him, if empaneled with U.P. Jal Nigam (Urban), liable to be removed from the approved list of contractors of U.P. Jal Nigam (Urban) and make him liable for blacklisting.
25. No Engineer or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering U.P. Jal Nigam (Urban) of the STATE GOVERNMENT/State U.P. Jal Nigam (Urban) Undertaking is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of U.P. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of U.P. as aforesaid before submission of the bid or engagement in the contractor's service.

(C.S. Solanki)

Superintending Engineer

Dated:

Endt. No / /

Copy to the following for information and necessary action please: -

1. Managing Director, U.P. Jal Nigam (Urban), Lucknow.
2. Chief Engineer (PPRBD), U.P. Jal Nigam (Urban), Lucknow.
3. Chief Engineer (Nagar), U.P. Jal Nigam (Urban), 6, Rana Pratap Marg, Lucknow.
4. Chief Engineer (Ghaziabad zone), U.P. Jal Nigam (Urban), Ghaziabad.
5. District Magistrate, Ghaziabad.
6. Public Relation Officer, U.P. Jal Nigam (Urban), 6- Rana Pratap Marg, Lucknow along with 6 copies of brief version of tender notice for publishing the same in at least two National level News Papers (Hindi & English) on two consecutive days and for uploading the same on UPJN web site. (Encl. – As above in 6 set.)
7. All Superintending Engineer, U.P. Jal Nigam (Urban) Ghaziabad Zone.
8. Executive Engineer. EDP Cell U.P. Jal Nigam (Urban), 6- Rana Pratap Marg, Lucknow.
9. All Executive Engineer, U.P. Jal Nigam (Urban), Ghaziabad Zone.
10. Executive Engineer, Construction Division-I, UP Jal Nigam (Urban), Ghaziabad.
11. Executive Officer, Nagar Palika Parishad, Loni, Distt. Ghaziabad.
12. Notice Board.

Superintending Engineer

6



OFFICE OF SUPERINTENDING ENGINEER

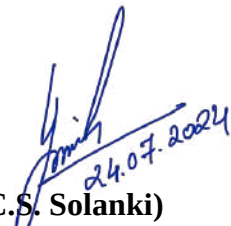
Construction Circle, U.P. Jal Nigam (Urban),
R-1, Sector-1 In Front of New Railway Station, Rajnagar,
Ghaziabad (U.P.)

Letter No:	1367 / Loni-Sewer-Pooja Colony / 01	Date:	24.07.2024

E-Tender Notice

On behalf of the Chairman, U.P. Jal Nigam (Urban) online e-tenders for execution of “Investigation and survey (on GIS basis) of the project area including soil investigation, Engineering (hydraulic, structural design as required), Procurement of all labour & material, T&P etc. and construction of various components complete for Loni Sewerage Scheme (Ward-48) Pooja Colony of Nagar Palika Parishad, Loni, Distt. Ghaziabad, U.P., India after successful testing and commissioning of following works on Turn-key basis,” under Deposit Work Programme. Bids are invited in two bid system on percentage rate basis from eligible, reputed and experienced bidders.

E-tender documents will be available for download from 30.07.2024 at- 17:00 Hrs., Pre- Bid meeting will be held on dated 09.08.2024 at 13:00 hrs. in the office of under signed. E-bid can be submitted till 20.08.2024 up to 17:00 Hrs. and technical bid shall be opened on 21.08.2024 at 16:00 Hrs. in the office of The Superintending Engineer, Construction Circle, U.P. Jal Nigam (Urban), Ghaziabad in presence of contractor or their authorized representative. E-tender Cost is Rs. 20000.00+GST @18%. Details are available on U.P. Govt. e-procurement portal <http://etender.up.nic.in> & U.P. Jal Nigam (Urban) website www.jn.upsde.gov.in.


(C.S. Solanki)
Superintending Engineer

LONI SEWERAGE SCHEME(WARD-48) POOJA COLONY - PROJECT EXECUTION SCHEDULE

DATE _____





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Note: ward number

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Time: 07-29-2024 13:53
Note: ward number

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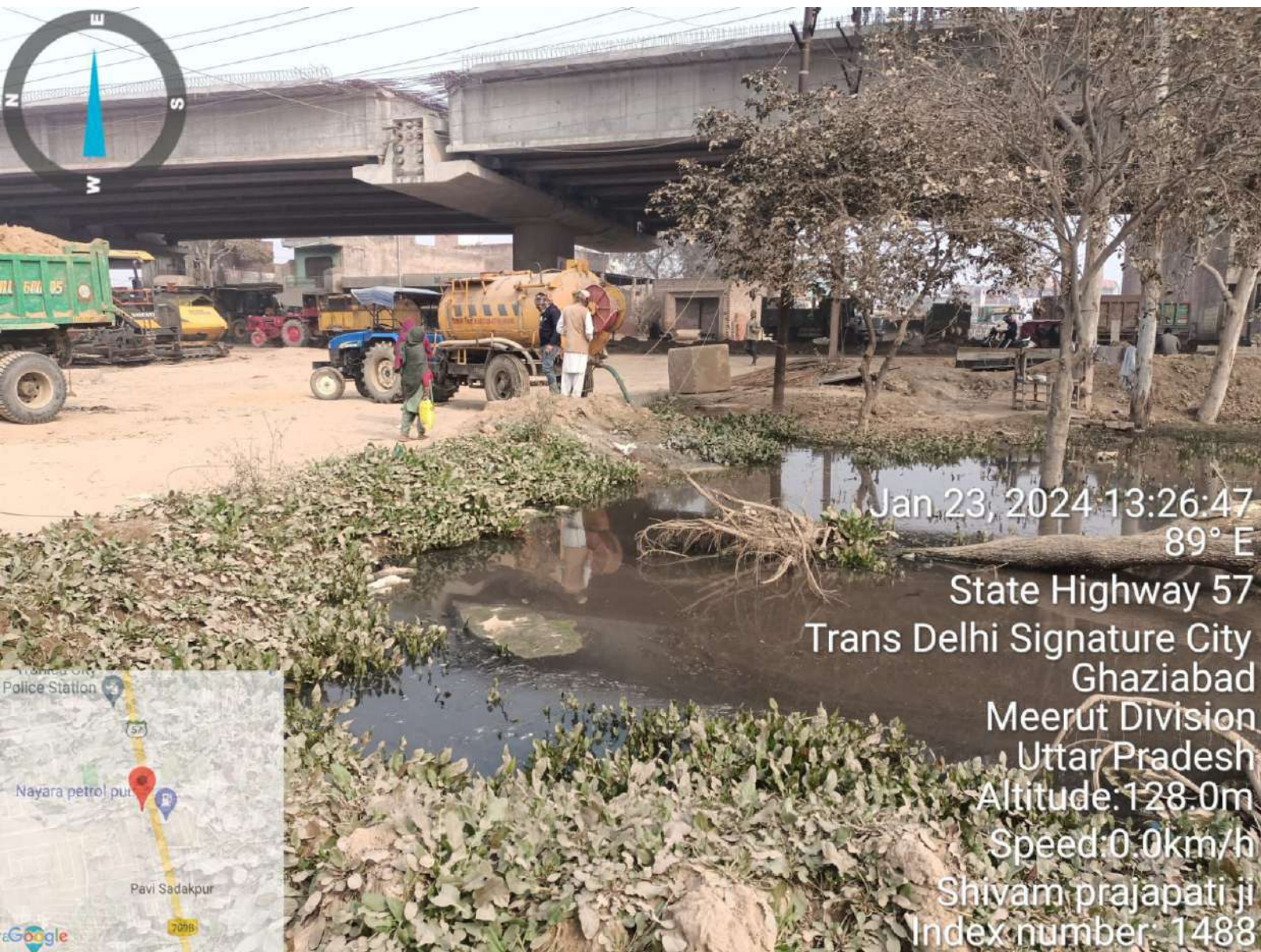
National Green
Tribunal

Case Title	Hariom Gupta Vs. Executive Officer Nagar Palika Loni
Miscellaneous No.	0701109003052022/6
Transaction id	0700110121842024
Bank Transaction id	3007240000184
Payment Date	2024-07-30 00:00:00.0
Amount	170 Rs.
Status	SUCCESS

S. No.	File Name	Party Name	Location	Document Type
1	Action Taken Report On Behalf Of The Nagar Palika, Parishad loni.pdf	Executive Officer Nagar Palika Loni	NEW DELHI (PRINCIPAL BENCH)	Reports













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Ghaziabad
Uttar Pradesh
India



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2024-06-17(Mon) 11:14(AM)



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Uttar Pradesh
India



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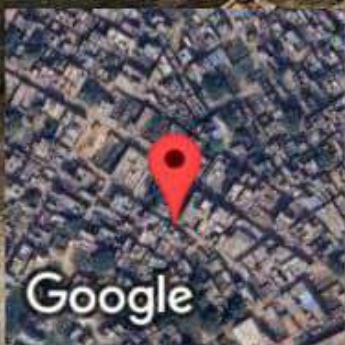
Ghaziabad, Uttar Pradesh, India

khushal park, 25, Futa Rd, near by Malik Builders, Ghaziabad, Uttar Pradesh 201102, India

Lat 28.766623°

Long 77.27602°

19/06/24 10:37 AM GMT +05:30

















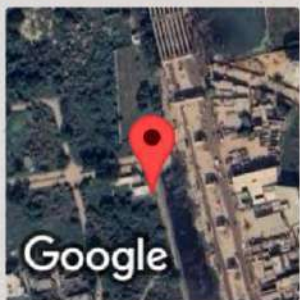
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Google

Pavi Sadakpur, Uttar Pradesh, India

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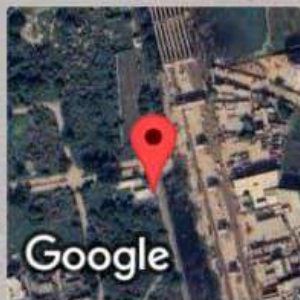
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Long 77.278628°

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Uttar Pradesh 201102, India

Lat 28.778495°

Long 77.278622°

06/08/24 10:27 AM GMT +05:30



**Department of Urban Development
Uttar Pradesh**



AGREEMENT FOR

**Operation, Maintenance and Management of the Sewage Treatment System,
It's Associated Infrastructure and Sewer Network of Ghaziabad, Meerut, Muzaffarnagar,
Saharanpur, Pilkhuwa, Loni, Anupshahar, Bijnor, Rampur
in the State of Uttar Pradesh**

Among

- 1. State Mission for Clean Ganga- Uttar Pradesh
Plot No. 18, Sector 07, Gomti Nagar Extension, Lucknow-226010**
- 2. Uttar Pradesh Jal Nigam
Rana Pratap Marg, Lucknow-226001**
- 3. Ghaziabad Nagar Nigam and Others- Uttar Pradesh**

And

- 4. M/s VA Tech Wabag Limited
Wabag House No-17, 200 feet Thoraipakkam-Pallavaram
Main Road, Sunnambu Kolathur
Chennai-600117**



AGREEMENT NO. 09/SGRCA/2017-18/(OM&M)/Contract Package-8, Zone-Ghaziabad

Cost: 1049 Cr.

Contract Period-10 years

November 2019

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5.	(Section II) Instructions to bidders
6.	(Section III) Form of Bank Guarantee, LOA, Agreement and Escrow account
7.	(Section IV) Conditions of contract & Contract data
8.	(Section V) Scope of work and Technical parameters
9.	(Section VI) Implementation manual and maintenance intervention levels
10.	Bid price
11.	Abbreviation and interpretation
VOLUME-II	
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13.	Bidder Financial Bid
14.	Pre-bid queries and replies
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VOLUME-I

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उत्तर प्रदेश UTTAR PRADESH

AGREEMENT

This agreement made on the 15th day of November 2019

Among

(1) State Mission for Clean Ganga – Uttar Pradesh

(formerly known as State Ganga River Conservation Agency, a statutory body constituted under the Environment (Protection) Act, 1986, with its registered office at 3rd Floor, Plot No 18, Sector 07, Gomti Nagar extension, Lucknow-226010 (hereinafter referred to as "SMCG-UP"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns); and

(2) Uttar Pradesh Jal Nigam, Lucknow

(a statutory body constituted under the Uttar Pradesh Water Supply and Sewerage Act, 1975, with its registered office at 6, Rana Pratap Marg, Lucknow – 22600 (hereinafter referred to as the "Jal Nigam"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns); and

(3) (i) Ghaziabad Nagar Nigam, Uttar Pradesh

(an autonomous body constituted under the Uttar Pradesh Municipal Corporation Act, 1959, with its registered office near Navyug Market, Opp. Old Bus Stand, Ghaziabad-Uttar Pradesh- 201001 (hereinafter referred to as the "Ghaziabad Nagar Nigam"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);



अधिकारी अधिकारी अधिकारी
नगर पालिका अधिकारी
600177

महानगर अधिकारी (जल)
नगर पालिका अधिकारी
Kumar Singh
Project Director

अधिकारी अधिकारी
नगर पालिका अधिकारी
600177

अधिकारी अधिकारी
नगर पालिका अधिकारी
600177

(ii) Meerut Nagar Nigam, Uttar Pradesh

(an autonomous body constituted under the Uttar Pradesh Municipal Corporation Act, 1959, with its registered office Near Ghanta Ghar, Kaiser Ganj Road, Meerut - Uttar Pradesh 250002 (hereinafter referred to as the "*Meerut Nagar Nigam*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(iii) Saharanpur Nagar Nigam, Uttar Pradesh

(an autonomous body constituted under the Uttar Pradesh Municipal Corporation Act, 1959, with its registered office Saharanpur Municipal Corporation, Gurdwara Road, Saharanpur- Uttar Pradesh- 247001(hereinafter referred to as the "*Saharanpur Nagar Nigam*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(iv) Muzaffarnagar Nagar Palika, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India . The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad Town Hall Near Janshi Rani Park Muzaffarnagar- Uttar Pradesh 251001 (hereinafter referred to as the "*Muzaffarnagar Nagar Palika*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(v) Pilkhuwa Nagar Palika Parishad, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India . The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad , NH 24 Pillar no 103, Pilkhuwa, Uttar Pradesh 245304 (hereinafter referred to as the "*Pilkhuwa Nagar Palika Parishad*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(vi) Loni Nagar Palika Parishad, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India . The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad, Khanna Nagar, Uttar Pradesh 201102(hereinafter referred to as the "*Loni Nagar Palika Parishad*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(vii) Anupshahr Nagar Palika Parishad, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India . The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad, Anupshahr, Uttar Pradesh 203390(hereinafter referred to as the "*Anupshahr Nagar Palika Parishad*"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);



नगर पालिका परिषद लोनी

मजिस्ट्रेट

विकास गोदालवाल

प्रबन्ध निदेशक

उपग्रो जल निगम

Project Director

नगर निगम

नगर पालिका परिषद

पिलखुवा (गांव बाद)

जिला प्रबन्धक (जिला)

नगर निगम लोनी

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(viii) Bijnor Nagar Palika Parishad, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India. The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad, Bijnor, Uttar Pradesh 246701 (hereinafter referred to as the "**Bijnor Nagar Palika Parishad**"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(ix) Rampur Nagar Palika Parishad, Uttar Pradesh

(It has constituted as per the Constitutional provisions in the Constitution of India. The 74th Amendment promulgated by the Parliament in the year 1992 has provided the framework for its existence with its registered office at Nagar Palika Parishad Rampur Mohsin -E- Azam Colony, Chah Share, Rampur, Uttar Pradesh 244901 (hereinafter referred to as the "**Rampur Nagar Palika Parishad**"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

(Hereinafter called "the Employer" of the one part) and

(4) M/s VA Tech Wabag Limited, Chennai,

(a limited company constituted under the Companies Act, 1956, (In the Office of the registrar of Companies, Tamil Nadu, Chennai-6) with its registered office at Wabag House, No-17, 200 feet Thoraipakkam- Pallavaram main road, Sunnambu Kolathur, Chennai-60011. which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

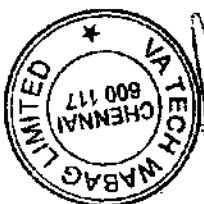
(Hereinafter called "the Contractor" of the other part).

The State Mission for Clean Ganga-UP, Uttar Pradesh Jal Nigam, Nagar Nigam Lucknow and the Contractor- **M/s VA Tech Wabag Limited, Chennai**, shall collectively be referred to as the Parties and individually as a Party.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain services/works of operation & maintenance and management of Sewage Treatment Plants and it's associated infrastructures (Civil and Electrical / Mechanical / Electronics), Sewage Main Pumping Stations, Intermediate Sewage Pumping Stations, & Sewer Network / Manholes of the City / Town etc.

नगर पालिका परिषद:

AND WHEREAS pursuant to the bid submitted by the Contractor (**M/s VA Tech Wabag Limited, Chennai**), on e- portal, vide letter no Nil, dated 16th July 2018 (here in after referred to as the "BID" or "OFFER") for the execution of services/works of operation, maintenance, and management of the Sewage Treatment System, it's associated infrastructures and Sewer Network of Ghaziabad, Meerut, Saharanpur, Muzaffarnagar, Pilkhuwa, Loni, Anupshahr, Bijnor and Rampur in the state of Uttar



अधिकारी अधिकारी
नगर पालिका परिषद लोनी

विकास गोपाल सिंह
प्रबन्ध निदेशक Project Director नगर निगम
उ०प्र० जल निगम C.G.-U.P. Lucknow मेरठ।

अधिकारी अधिकारी
नगर निगम, नगर निगम, नगर निगम

Pradesh / Contract Package 8, Zone- Ghaziabad, and the Employer by his letter of acceptance dated 14th June 2019 accepted the Bid/Offer submitted by the Contractor for the execution and completion of such services/works and renovation / upgradation / remedying of any defects thereon, on terms and conditions in accordance with the documents listed in Para 2 below.

AND WHEREAS the Contractor by this agreement, agreed to abide by all the terms and conditions of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the Contractor has agreed to undertake such services / works of maintenance, operation & management of Sewage Treatment Plant & it's associated infrastructures and Sewer Network and has furnished a performance security in pursuant to clause 32/33 of the instructions to bidders (Section-II).

AND WHEREAS Contract Value is of Rs 1049,28,19,500/- (One Thousand Forty-Nine Crores Twenty- Eight Lakhs Nineteen Thousand Five Hundred only) excluding GST and Contract Period is of Ten (10) years.

AND WHEREAS Escalation in Contract Price @ 5% per year on cumulative Basis shall be applicable and paid to Contractor as per provision of Contract conditions.

AND WHEREAS Escalation @ 5% per year on cumulative Basis shall be applicable on fund Rs 2.00 (Two) Crores for Major Replacement for the System (STPs) and Rs 5.00 (Five) crores for Collection System (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) repair and replacement which has to be deposited by Contractor in Escrow account during Contract Period as per provision of Contract conditions. If any fund, deposited by Contractor against the works related to Major Replacement for the System (STPs) and for Collection System remain unutilized in escrow account after completion of Contract Period, shall belong to Employer and transferred in the account of Employer.

AND WHEREAS SMCG-UP, Contractor and the Escrow Bank will open Escrow Account for the purpose of works related to Major Replacement for the System (STPs) and for Collection System (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) repair and replacement as proposed by Contractor and approved by Employer. This Agreement is effective and dedicated to fund realized and deposited by the Contractor against Major Replacement fund (Refer Clause 2.0, ITB, Section II) for the System and for Collection System repair and replacement only.



अधिसूची अधिसूची
नगर पालिका परिषद लोनी
साधुबाबाद

(Manoj Kumar Singh)
Project Director
S.M.C.G.-U.P. Lucknow

69 मेरठ

विकास गोठलवाल
प्रबन्ध निदेशक
संयोजक जल निगम,
लखनऊ

पिलखुडा (गांव बाद)

AND WHEREAS Contractor shall submit Proposal / Project in regards to (i) Sale of sludge as manure or fuel (ii) Sale/Reuse of Treated water for Irrigation, Horticulture (iii) Fisheries etc.(iv) Generation of Electricity (v) Carbon Credit, to Employer to take decision for implementation. In this connection, Supplementary Agreement may be signed and executed during the Project Period.

AND WHEREAS all Addendum, Corrigendum, Miscellaneous documents have been incorporated and required Standards & Specifications have been agreed and suitably inserted and elaborated in the relevant Sections of Agreement.

AND WHEREAS Contractor shall establish online 24X7 public complaint redressal system to attained and dispose the complaints received from public within stipulated time period as defined in the contract conditions regarding all type of sewerage problems (as overflow of sewer, Manhole Cleaning / repair etc).

AND WHEREAS the Department of Urban Development, Government of Uttar Pradesh shall have right to substitute State Mission for Clean Ganga – Uttar Pradesh after or before signing the agreement with any other organization/department, if need arises.

AND WHEREAS Contractor - M/s VA Tech Wabag Limited, Chennai, has submitted Performance Security in the form of Bank Guarantee as under:

- I. **Name and address of Bank:** - Union Bank of India, Industrial Finance Branch, 1st Floor 139, Broadway Chennai- 600108 (Tamil Nadu).
- II. **Bank Guarantee No:** (i)53070IGL0003319 (ii) 53070IGL0003419
- III. (iii)53070IGL0003519(iv) 53070IGL0003619 (v) 53070IGL0003719 (vi)53070IGL0003819 (vii) 53070IGL0003919 (viii) 53070IGL0004019 (ix) 53070IGL0004119 (x) 53070IGL0004219.
- IV. **Date of issue:** 07/08/2019 (all BGs)
- V. **Date of Expiry:** 13-01-2021(all BGs)
- VI. **Amount of Bank Guarantee: Total Amount- Rs.52,46,40,975/- (Fifty-Two Crore Forty-Six Lakhs Forty Thousand Nine Hundred Seventy Five only) {Rs 5,24,64,097.50/- (each BG)},**
- VII. **In Favour of:** Project Director, State Mission for Clean Ganga –UP, Plot No. 18, Sector-7 Gomti Nagar Extension, Lucknow, UP- 226010
- VIII. **Applicant:** M/s VA Tech Wabag Limited, Wabag House No. 17, 200 feet Thoraipakkam- Pallavaram main road, Sunnambu Kolathur, Chennai-600117. Above Bank Guarantee submitted by Contractor as Performance Security shall be renewed and validated for whole contract period of 10 years on yearly basis as per Provision of agreement.



अभिषारी (अधिकारी)
नगर पालिका, जेनी

(Manoj Kumar Singh)
Project Director
S.M.C.G.-U.P. Lucknow

विकास गोठलवाल
प्रबन्ध निदेशक
उ०प्र० जल निगम
लखनऊ

पिलखुवा (गा० बा०)
5

Above Bank Guarantee submitted by Contractor as Performance Security shall be renewed and validated for whole contract period of 10 years on yearly basis as per Provision of agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to;

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- (a) Agreement,
- (b) Letter of Acceptance
- (c) Conditions of Contract & Contract Data
- (d) Scope of Work and Technical Parameters
- (e) Implementation Manual and Maintenance Intervention Level
- (f) Contractor's Technical Bid,
- (g) Contractor's Financial Bid,
- (h) Drawings, if any and
- (i) Any other document listed in the Agreement/RFP.

Above documents are in order of Priority.

1. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works / services of Maintenance, Operation & Management of Sewage Treatment Plants & it's associated infrastructures and Sewer Network and remedy any defects therein in conformity in all respects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works / services of Maintenance, Operation & Management of Sewage Treatment Plants & it's associated infrastructures and Sewer Network and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

अधिकाारी अधिकारी
नगर पालिका परिषद

प्रमुख अधिकारी
महाप्रबन्धक (जन)
नगर निगम सहारनपुर

अधिकारी अधिकारी
नगर पालिका परिषद

अधिकारी अधिकारी
नगर पालिका परिषद

अधिकारी अधिकारी
नगर पालिका परिषद

अधिकारी अधिकारी
नगर पालिका परिषद



अधिकाारी अधिकारी
नगर पालिका परिषद लोनी
गाँव

नगर अधिकारी (M.C.E.-U.P. Lucknow)
नगर अधिकारी (M.C.E.-U.P. Lucknow)
नगर अधिकारी (M.C.E.-U.P. Lucknow)

अधिकारी अधिकारी
नगर पालिका परिषद
लखनऊ

4. The Parties hereto acknowledge, confirm and undertake that this Agreement and the Bid Document / RFP constitutes the entire understanding between the Parties regarding the Maintenance, Operation & Management Sewage Treatment Plants & it's associated infrastructures and Sewer Network Project and supersedes all previous written or oral representations and / or arrangements regarding the Project.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

Binding Signature of Employer: For and on behalf of

विकास गोठलवाल
प्रबन्ध निदेशक
उ०प्र० जल निगम
लुधियाना

(1) (Shri Manoj Kumar Singh)
Project Director

"State Mission for Clean Ganga- Uttar Pradesh",
Plot No 18, Sector -07, Gomti Nagar extension,
Lucknow-226010, Uttar Pradesh, and

(2) (Shri Vikas Gothwal)
Managing Director

"Uttar Pradesh Jal Nigam",
6, Rana Pratap Marg,
Lucknow -226001, Uttar Pradesh, and

(3) (i) (Shri Dinesh Chandra)
Municipal Commissioner
Ghaziabad Nagar Nigam

(iii) (Shri Gyanendra Singh)
Municipal Commissioner
Saharanpur Nagar Nigam, and

(v) (Shri Vilas Chandra)
Executive Officer
Nagar Palika Parishad Pilkhuwa, and

(ii) (Shri Arvind Kr. Chaurasia)
Municipal Commissioner
Meerut Nagar Nigam, and

(iv) (Shri Vinay Tripathy)
Executive Officer
Nagar Palika Parishad Muzaffarnagar, and

(vi) (Ms Shalini Gupta)
Executive Officer
Nagar Palika Parishad Loni, and

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिसूची अधिकारी
नगर पालिका लोनी
गाजियाबाद

अधिसूची अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

(vii) (Shri Sanjay Verma)
 अधिकारी
 Executive Officer
 नगर पालिका परिषद
 Anupshahr and

(viii) Shri Durgesh Tripathy
 अधिकारी
 Executive Officer
 नगर पालिका परिषद
 Nagar Palika Parishad Bijnor, and

(ix) (Shri Indu Mishra)
 अधिकारी
 Executive Officer
 नगर पालिका परिषद
 Nagar Palika Parishad Rampur, and

Binding Signature of Contractor: For and on behalf of

For VA TECH WABAG LIMITED

(4) (Shri Pankaj Sachdeva)
 Chief Executive Officer - India Cluster
 M/s VA Tech Wabag Limited,
 Wabag House, No-17, 200 feet Thoraipakkam- Pallavaram,
 main road, Sunnambu Kolathur,
 Chennai-600117

Pankaj Sachdeva
 Chief Executive Officer - India Cluster

In the presence of (Employer)

In the Presence of (Contractor)

1. Name: विपिन सिंह
 Address: पी.पी.पी. विशंभर
 राज्य स्वच्छ गंगा मिशन-उ.प्र.
 लखनऊ

1. Name: Amit
 Address: Amit Kr. Singh
 VA Tech Wabag Ltd.
 516-520 Mehru Place
 New Delhi
 2. Name: K. MOHAMED SHAFI
 Address: WABAG HOUSE
 #17, 200 ft Radial Road
 Sunnambu Kolathur
 Chennai - 600 017

2. Name: राम प्रसाद सिंह
 Address: सीनियर प्रोफेसर, लखनऊ
 राज्य स्वच्छ गंगा मिशन-उ.प्र.
 लखनऊ

सहाप्रबन्धक (जल)
 नगर निगम राहालगपुर

अविशासी अधिकारी
 नगर पालिका परिषद लोनी
 गजियाबाद

अधिकाारी
 नगर पालिका
 लखनऊ

Letter of Acceptance (LOA)

अधिकांश अधिकारी
नगर पालिका परिषद
अनूपमा

अधिकांश अधिकारी
नगर पालिका परिषद
रामपुर
प्रधानाधी अधिकारी
नगर पालिका परिषद, बिबेदी

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांश अधिकारी
नगरपालिका परिषद, मुजफ्फरनगर

सहायक (जल)
नगर निगम राहासपुर

अधिकांश अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांश अधिकारी
नगर पालिका परिषद
पलखुवा (गा. बा. दा)

अधीक्षक इन्जिनियर
प्रथम मण्डल, राहासपुर जल निगम
मेरठ।
General Manager
Yamuna Pollution Control Unit
U.P. Jal Nigam
महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम गाजियाबाद

अधीक्षक इन्जिनियर
राहासपुर जल निगम
लखनऊ

OFFICE OF THE PROJECT DIRECTOR
STATE MISSION FOR CLEAN GANGA-U.P.
Plot No-18, Sector-7 Gomti Nagar Extension, Lucknow -226010
Website: <http://www.sgrca.org/> E-mail: apd@sgrca.org

Letter no: 0673 / 358 / SMCG-UP /

Dated: 14 June 2019

To,

The Authorized Signatory,
M/s VA Tech Wabag Limited,
Wabag House, No-17,
200 feet Thoraipakkam-Pallavaram main road,
Sunnambu Kolathur, Chennai-60011.

Subject: Letter of Acceptance (LoA) for long-term Operation, Maintenance, and Management of the Sewage Treatment System and Sewer network in the State of Uttar Pradesh (Package-8, Zone-Ghaziabad (UP)).

Reference: (i) नगर विकास अनुभाग-5 पत्र सं० संख्या-2319/नौ-5-2019-394सा/2018, दिनांक 11.06.2019

(ii) NIT No-09/SGRCA/2017-18 (OM&M)

Sir,

This is in reference to the Bid submitted by you regarding Operation, Maintenance, and Management of the Sewage Treatment System, its infrastructure and Sewer network in the state of Uttar Pradesh (Package-8, Zone-Ghaziabad (UP)).

2. Competent Authority has accorded an approval and accepted the Financial Bid amounting to Rs. 104,92,81,950/- (One Hundred Four Crores Ninety-Two Lakhs Eighty-One Thousand Nine Hundred Fifty only) per year.

3. As per Clause 3.5 ITB, Section II: Required Surety and Letter of Credit may be submitted in Form 6 before signing of agreement.

4. As per Clause 30, ITB, Section II: Letter of Acceptance is being issued on approval of Competent Authority, to L1 Bidder - M/s VA Tech Wabag Limited, for Operation, Maintenance, and Management of the Sewage Treatment System, its infrastructure and Sewer network of Ghaziabad Zone (Ghaziabad, Pilkhuwa, Loni, Anupshahar, Bijnor, Rampur, Meerut, Muzaffarnagar & Saharanpur) in the state of Uttar Pradesh.

Contract Value is Rs 1049,28,19,500/- (One Thousand Forty-Nine Crores Twenty-Eight Lakhs Nineteen Thousand Five Hundred Only). and Contract Period is of Ten (10) years.

5. As per Clause 32/33, ITB, Section II: Performance Security (Addendum): you are requested to deposit unconditional Performance Security of Rs.52,46,40,975/- (Rs. Fifty Two Crore Forty Six Lakhs Forty Thousand Nine hundred Seventy Five only) i.e. 5 (Five) percent of the Contract Value {Annual accepted bid Price X 10 (Period of Contract)}, valid for the period of 1 year and 6 (Six) Months in the form of Bank Guarantee as Specified in Section III, Format 2: Form of bank

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)

नगर निगम सहारनपुर

अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

General Manager

Yamuna Pollution Control Board

U.P. Jal Nigam

Ghaziabad

नगर निगम गाजियाबाद

अधीक्षक प्रमुख

प्रथम मण्डल, उदात्त जल निगम

मेरठ

महाप्रबन्धक (जल)

जल कल विभाग

General Manager
Const. Unit U.P. Jal Nigam

SAHARANPUR

अधिनामी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बा. 2)

नगर पालिका निदेशक
नगर पालिका परिषद
लखनऊ

guarantee for performance security in favour of "Project Director, State Mission for Clean Ganga-Uttar Pradesh" Within 21 (twenty-one) days after receipt of the Letter of Acceptance. Performance Bank Security / Guarantee will be renewed on yearly basis upto Contract Period of 10 (Ten) years Plus 60 (sixty) days after the expiry of defect liability period. As per Clause 47, Conditions of Contract, Section IV, Agreement will be signed within 60 days from the date of submission of Performance security.

6. As per Contract Data, Section IV, The Start Date shall be within 15 (Fifteen) days after the date of issue of the Notice to Proceed with the work after signing the agreement.

You are requested to sign and return the duplicate copy of LoA with acknowledgement within 7 days of the receipt of LoA.

Your Sincerely,

Manoj 14.6.1
(Manoj Kumar Singh)
Project Director

Copy for information and necessary action to:

- 1 Principal Secretary, UDD, Government of Uttar Pradesh, 8th Floor, Bapu Bhavan, Lucknow
- 2 Director, Local Bodies, Plot No-18, Sector-7 Gomti Nagar Extension, Lucknow -226010
- 3 Managing Director, UP Jal Nigam 6, Rana Pratap Marg, Lucknow-226001
- 4 Municipal Commissioner, Nagar Nigam, Ghaziabad -201001.
- 5 General Manager, Jal Sansthan/Jal Kal Vibhag, Ghaziabad -201001

Project Director

महाप्रबन्धक (जल)
नगर निगम सहायनपुर

अनुपमहर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांसी अधिकारी
नगर पालिका

अधिकांसी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

अधिकांसी अधिकारी
नगर पालिका परिषद, बिजनौर

अधिकांसी अधिकारी
नगर पालिका परिषद
पिन खुवा (गांव बाद)

General Manager
Kanuna Polluter Control

महाप्रबन्धक (जल)

नगर निगम, गांव बाद

अधिकांसी अधिकारी
प्रथम मण्डल, उ०प्र० जल निगम
मेरठ

11

Performance Security

अविशाली अधिकारी
नगर पालिका परिषद
साहानपुर

अविशाली अधिकारी
नगर पालिका परिषद
साहानपुर

Superintending Engineer
3rd Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

आहवाल अधिकारी
नगर पालिका परिषद, बिजवा

अधिशाली अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

अविशाली अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

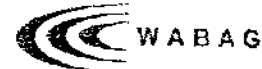
अधिशाली अधिकारी
नगर पालिका परिषद
पिलखुवा (गाल बाद)

अधिशाली अधिकारी
प्रथम मण्डल, नगर पालिका
मैरथ

General Manager
Moradabad Regional Const. Unit
U.P. Jal Nigam

अविशाली अधिकारी
नगर पालिका परिषद
साहानपुर

अविशाली अधिकारी
नगर पालिका परिषद
साहानपुर



An ISO 9001 Company

Ref: VATW/O&M/UP/2019-20/16

Dated: 13th Aug' 2019

To
The Project Director
State Mission for Clean Ganga (SMCG) - UP
Plot No - 18, sector - 7, Gomti Nagar Extension,
Lucknow - 226010

Subject - Submission of Performance Bank Guarantee (PBG) for Package-8 Ghaziabad -
"Operation, Maintenance and Management of Sewage Treatment Plant and Sewer Network in state
of Uttar Pradesh."

Reference - Letter of Acceptance dated: 14th June' 2019 bearing Reference No. -
0673/358/SMCG-UP/

Dear Sir,

This is with reference to the Letter of Award as mentioned above, we are herewith submitting the
original copies of Performance Security amounting to Rs 52.46.40,975/- (Fifty Two crore forty six
lakhs forty thousand nine hundred and seventy five only). as per details mentioned below -

Sr. No.	Date Of Issue	Bank Guarantee No.	Amount (Rs.)
1	07/08/2019	53070IGL0003319	5,24,64,097.50/-
2	07/08/2019	53070IGL0003419	5,24,64,097.50/-
3	07/08/2019	53070IGL0003519	5,24,64,097.50/-
4	07/08/2019	53070IGL0003619	5,24,64,097.50/-
5	07/08/2019	53070IGL0003719	5,24,64,097.50/-
6	07/08/2019	53070IGL0003819	5,24,64,097.50/-
7	07/08/2019	53070IGL0003919	5,24,64,097.50/-
8	07/08/2019	53070IGL0004019	5,24,64,097.50/-
9	07/08/2019	53070IGL0004119	5,24,64,097.50/-
10	07/08/2019	53070IGL0004219	5,24,64,097.50/-
		Total	52,46,40,975/-

Kindly acknowledge the receipt of the same.

Thanking you,
Yours faithfully,
For VA Tech Wabag Limited

Abhishek Singh

(Authorised Signatory)

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

Sustainable solutions, for a better life

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

VA TECH WABAG LIMITED

CIN : L45205TN1995PLC030231

WABAG HOUSE

महाप्रबलक (WABAG)

नगर निगम सहारनपुर

Board : +91-44-3923 2823

+91-44-4223 2323

Fax : +91 44 3923 2224

अधिसारक अधिकारी
नगर पालिका परिषद सोनी
गजियाबाद

अधिसारक अधिकारी
नगरपालिका परिषद, मुन्नफरनगर

अधिसारक अधिकारी
नगर पालिका परिषद
पिलखुवा (गां. बाद)

General Manager

अधीक्षण अधिकारी
प्रथम मण्डल, सोनी गजियाबाद
नगर निगम

महाप्रबलक (गज.)

नगर निगम
नगर निगम गजियाबाद

7 AUG 2019

1000/179312

Union Bone of India

THE NEW YORK PUBLIC LIBRARY

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number	:	53070IGL0003319
Date of Issue	:	07-08-2019
Amount	:	Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot - 18, Sector 7, Gomti Nagar extension,
Lucknow-226001, Uttar Pradesh

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.06731358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

अधिकांश अधिकारी
नगर पालिका, सुनिश्चन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

Superintendent
6th Circle

U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)

नगर निगम सदस्य अधिशासी अधिकारी

नगर पालिका परिषद लोनी

मन्त्रियवन्द

General Manager

Working Pollution Control

सहायक (वि.)

1940

नवंबर

79

मुख्य प्रबंधक/Chief Manager General Manager
स. र. क. चेन्नै/I.F.S. CHENNAI Contn. Urf. U.P. Jai Nigam
Page 1 of 1
SAHARANPUR

अग्निजागो अग्निजाग
नगर पानिका परिवद
पिलखुवा (गा. बाद)

14

530701GL0003319 Dt 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal there of shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and be restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

महाप्रबन्धक (जल)
नगर निगम सहारनपुर
कृते यूनियन बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA
SENIOR MANAGER
आई.ए.बी. चेंने/ I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गन्जियारा

General Manager

Drains Pollution Control Unit

महाप्रबन्धक (जल)

जल आ. विभाग
नगर निगम 80 मियाबाद

हजर पालिका परिषद, दिवसः
कृते यूनियन बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA

मुख्य प्रबंधक/Chief Manager
आई.ए.बी. चेंने/ I.F.B. CHENNAI-600 108
General Manager
Const. Unit U.P. Jal Nigam
Saharanpur

AJAY SHUKLA
PA No: 31980

अधिसारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अधीक्षक
प्रथम मण्डल, सहारनपुर निगम
मैरठ।

15

53070/610003319 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
Union Bank of India,
4th Floor, CP & MSME Department,
Central Office, 239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400021
Tel No. 022-22892227
Email ID: ecc@unionbankofindia.com

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

संस्था प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
P.A. No: 31178

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
P.A. No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

युनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA
इंडस्ट्रियल फाइनेंस ब्रांच
Industrial Finance Branch
1st Floor,
139, Broadway, Chennai-600 108



Name of the Issuing Bank/Branch..... Name of the Controlling Branch/Bank.....
Address & Telephone Number..... Address & Telephone Number.....

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिसूचक अधिकारी

नगर पालिका परिषद

सहारापुर

अधिसूचक अधिकारी

नगर पालिका परिषद

सहारापुर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिसूचक अधिकारी

नगर पालिका परिषद लोनी

माजियाबाद

General Manager

U.P. Jal Nigam

महाप्रबन्धक (जल)

नगर निगम सहारापुर

अधिसूचक अधिकारी

नगर पालिका परिषद, सहारापुर

General Manager

Const. U.P. Jal Nigam

SAHARANPUR

अधिसूचक अधिकारी

नगर पालिका परिषद

पिलखुवा (गांव बाद)

अधिसूचक अधिकारी

नगर पालिका परिषद, मुद्रापुर

Oh

16

अधीक्षण अधिकारी

महाप्रबन्धक (जल)

जल कल विभाग

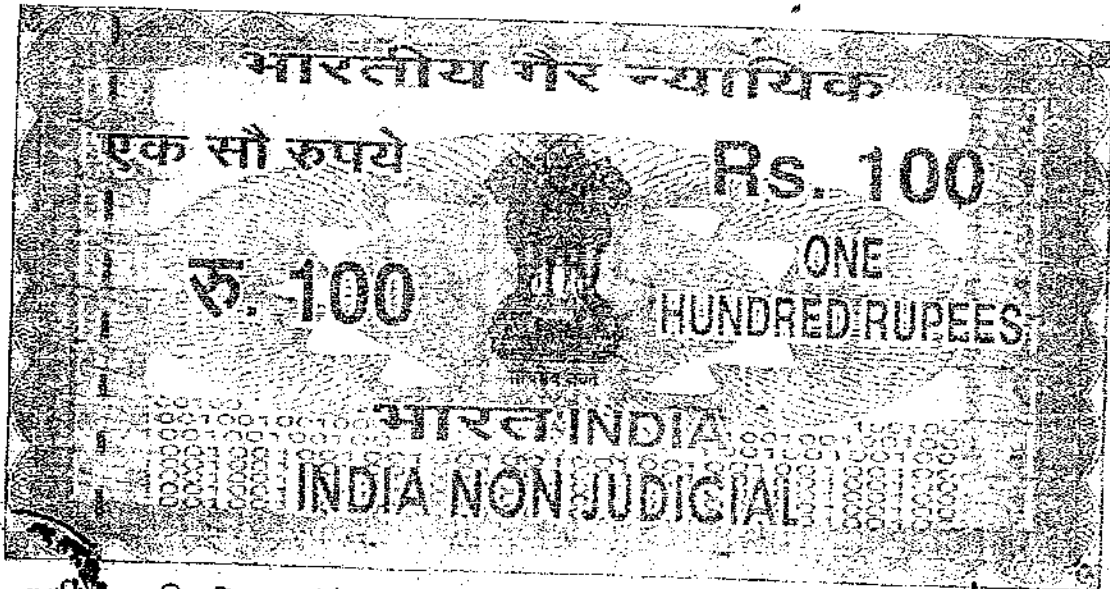
नगर निगम माजियाबाद

प्रथम मण्डल, उ०प्र० लोनी निगम

मेरठ

लक्षणक

81



TAMILNADU

7 AUG 2019

179314

Union Bank of India

ZUMAR

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number : 53070IGL0003349 3419
 Date of Issue : 07-08-2019
 Amount : Rs. 5,24,64,097.50/-



To

Project Director,
 State Mission Clean Ganga UP
 Plot- 18, Sector 7, Gomati Nagar extension,
 Lucknow-226001, Uttar Pradesh

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

For Union Bank of India
 For UNION BANK OF INDIA

SENIOR MANAGER
 आई.ए.बी. बैंक/ I.F.B. CHENNAI-600 109.

For Union Bank of India
 For UNION BANK OF INDIA

Chief Manager
 आई.ए.बी. बैंक/ I.F.B. CHENNAI-600 109.

General Manager
 Const. Unit U.P. Jal Nigam
 Page 1 of 3

महाप्रबन्धक (जल)
 नगर निगम महराजपुर

SATISH NAYANM... Superintending Engineer
 8th Circle
 U.P. Jal Nigam Moradabad

अधिसारी
 नगर पालिका परिषद लोनी

नगर पालिका
 पिलखुवा (गा.क.)

General Manager
 Varanasi Pollution Control

महाप्रबन्धक (जल)
 नगर निगम महराजपुर

अधीन
 प्रथम मण्डल

530701GL0003419 Dt 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

हूने यूनिऑन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

प्रमुख प्रबंधक / SENIOR MANAGER
अहमदाबाद, गुजरात / I.E.B. CHENNAI-600 108.

हूने यूनिऑन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
अहमदाबाद, गुजरात / I.E.B. CHENNAI-600 108.

महाप्रबन्धक (जल)
नगर निगम सहायनपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam

अधिकांसी अधिकारी
नगर पालिका परिषद लोनी

अधिकांसी अधिकारी

अधिकांसी अधिकारी
नगर पालिका परिषद
पिलखुवा (भा. बा.)

General Manager

U.P. Jal Nigam Moradabad

अधिकांसी अधिकारी

प्रथम मण्डल, उज्जैन जल निगम

मेरठ।

महाप्रबन्धक (जल)
जल कल विभाग

53070IGL0003419 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

एक्यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

सिनिअर मैनेजर / SENIOR MANAGER
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
 P.A. No: 31178

एक्यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
 PA No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

एक्यूनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 इंडस्ट्रियल फैनान्स ब्रांच
 Industrial Finance Branch
 1st Floor,
 139, Broadway, Chennai-600 108.



Name of the Issuing Bank/ Branch Name of the Controlling Branch/Bank.....
 Address & Telephone Number Address & Telephone Number.....

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids and denominated in Indian Rupees.

Superintending Engineer
 8th Circle
 U.P. Jal Nigam Morad

सहाप्रबन्धक (जल)
 नगर निगम सहरनपुर

अधिसायी अधिकारी
 नगर पालिका परिषद् लोनी
 गाजियाबाद

अधिसायी अधिकारी
 नगर पालिका परिषद्, मुजफ्फरनगर

General Manager
 Const. Div. U.P. Jal Nigam

अधिसायी अधिकारी
 नगर पालिका

General Manager

सहाप्रबन्धक (जल)
 नगर निगम गाजियाबाद

தமிழ்நாடு TAMILNADU

7. AUG 2019

~~AW 179313~~

Union Bank of India

1. CONFIDENTIAL

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number : 53070IGL0003519

Date of Issue: 07-08-2019

Amount : Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot No. 18, Sector 7, Gomali Nagar extension,
Lucknow-226001, Uttar Pradesh

अधिसूची अधिसूची
नंबर ११११

અધિકારી અધિકારી
નગર પાલિકા પરિષદ

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

महाप्रबन्धक (जनरल मैनेजर) युनियन बैंक ऑफ इंडिया
नगर निगम सहायनपुर OF UNION BANK OF INDIA

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

General Manager

Superintending Engineer
8th Circle
Mysore

मुख्य प्रबंधक / Chief Manager
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

Superintending Engg
8th Circle
U.P. Jal Nigam Moradabad जल निगम अधिकारी
नगर पालिका परिषद लोनी

SAHABANPUR
अधिकांश अधिकारी
नगर पालिका परिषद
पालिका परिषद प्रमुख (गा. वाद)

General Manager
Verona Pollution Control Authority

महाप्रबन्धक (जिल्ला) प्रथम मण्डल, उच्चो जल विभाग
जल विभाग, विमान मेरठ।
नगर निर्माण माहितीकायद

53070HGL0003519 Dt 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal there of shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
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- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

कुते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.ए.सी. चेन्नई / I.E.S. CHENNAI-600 108

कुते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.ए.सी. चेन्नई / I.E.S. CHENNAI-600 108

महाप्रबन्धक (जल)
नगर निगम सहरानपुर

SATISH DAYANAND

Superintending Engineer,
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
जल विभाग प्रधन मण्डल, उ.प्र. राज्य
नगर निगम सहरानपुर

अधीक्षक अभियंता
नगर पालिका परिषद लोनी
महाराष्ट्र

अधीक्षक अभियंता
नगर पालिका परिषद, मुक्तपुरा नगर

अधीक्षक अभियंता
नगर पालिका परिषद
पिलखुवा (गा. वाद)

530701GL0003519 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
Union Bank of India,
4th Floor, CP & MSME Department,
Central Office, 239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400021
Tel No. 022-22892227
Email ID: ecc@unionbankofindia.com

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.
SATISH DAYANANDAM
P.A. No: 31178

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.
AJAY SHUKLA
P.A. No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.

यूनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA
इंडस्ट्रियल फ़ाइनेंस शाखा
Industrial Finance Branch
1st Floor,
139, Broadway, Chennai-600 148.



Name of the Issuing Bank/ Branch
Address & Telephone Number.

Name of the Controlling Branch/Bank
Address & Telephone Number.

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

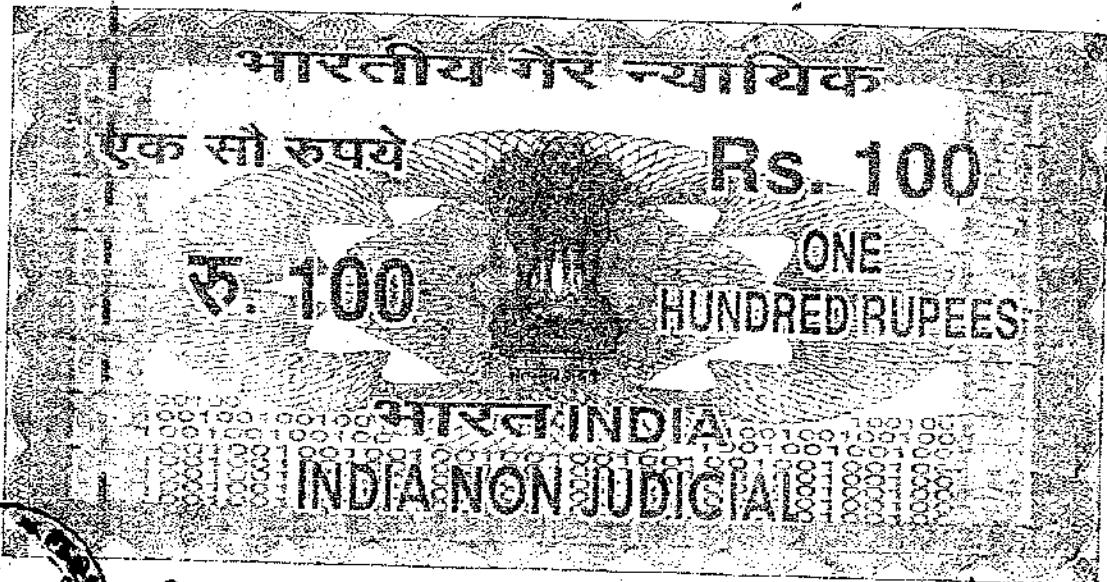
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. भागा 102 Jal Nigam
SAHARANPUR

अधिकासी अधिकासी
नगर पालिका परिषद
पिलखुवा (गा० बा०)

General Manager

महाप्रबन्धक (जल) नगर निगम
जल कला विभाग
नगर निगम सहारनपुर



TAMILNADU

7 AUG 2019

BN 179314

Union Bank of India

A. S. KUMAR

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number : 53070IGL0003619
 Date of Issue : 07-08-2019
 Amount : Rs. 5,24,64,097.50/-

To

Project Director,
 State Mission Clean Ganga UP
 Plot- 18, Sector 7, Gomati Nagar extension,
 Lucknow-226001, Uttar Pradesh

अधिसूची अधिकारी

नगर पालिका परिषद

अमृतसर

अधिसूची अधिकारी
नगर पालिका परिषद
अमृतसर

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contractor and Brief Description of Works) (hereinafter called "The Contract").

अधिसूची अधिकारी

नगर पालिका परिषद, दिल्ली
 कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

महाप्रबन्धक (जल)

नगर निगम साहयनपुर

कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

SENIOR MANAGER
 आई.एच.डी. चेन्नई/I.F.B. CHENNAI-600 100

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

अधिसूची अधिकारी

नगर पालिका परिषद, मुजफ्फरनगर

अधिसूची अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अधिसूची अधिकारी
 नगर पालिका परिषद लोनी
 गा. बियाबाद

General Manager

Municipal Pollution Control Unit

General Manager
 Const. Unit U.P. Jal Nigam
 SAHARANPUR

महाप्रबन्धक (जल)

नगर निगम साहयनपुर

प्रथम मण्डल, ८०० फीट निगम
मेरठ।

530701GL0003619 Dt 07.08.2019

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

कृते यूनिवर्सल बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

कृते यूनिवर्सल बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

महाप्रबंधक (जल)

नगर निगम सहारनपुर

SATISH DAYANANDAM Superintending Engineer
8th Circle

अधिसारी अधिकारी, जल निगम मोरदाबाद

नगर पालिका परिषद लोनी

साजियाबाद

General Manager

Water Pollution Control Unit

अधिसारी अधिकारी
नगर पालिका परिषद, पुनपूर नगर

General Manager
Const. Unit U.P. Jal Nigam

SAHARANPUR

महाप्रबंधक (जल)
जल निगम

नगर निगम सहारनपुर

प्रथम मण्डल,

मेरठ।

53070IGL0003619 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office: 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: eco@unionbankofindia.com

करो यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / SENIOR MANAGER
 आई.एच.बी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
 P.A. No: 31178

करो यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.एच.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
 PA No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

यूनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 इंडस्ट्रियल फ़ाइनेंस शाखा
 Industrial Finance Branch
 1st Floor,
 139, Broadway, Chennai-600 108.



Name of the Issuing Bank/ Branch.....
 Address & Telephone Number.....

Name of the Controlling Branch/Bank.....
 Address & Telephone Number.....

Date: 07-08-2019

नगर पालिका, मेरठ

अनुमोदित

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिकांशी अधिकारी
 नगर पालिका परिषद, बिबि नगर पालिका परिषद
 रामपुर

महाप्रबन्धक (जल)
 नगर निगम सहारनपुर

Superintending Engineer
 6th Circle

U.P. Jal Nigam Meerutabad

अधिकांशी अधिकारी

नगर पालिका परिषद, मुद्राकरणगर

General Manager

Water Pollution Control Unit

अधिकांशी अधिकारी
 नगर पालिका परिषद, जौली
 गान्धीनगर

General Manager
 Const. (m) U.P. Jal Nigam

SAHARANPUR

अधिकांशी अधिकारी
 नगर पालिका परिषद
 पिलखुवा (गा. बा.)

नगर पालिका परिषद
 लखनऊ

महाप्रबन्धक (जल)
 जल संधारण
 नगर निगम सहारनपुर

अधीनस्थ
 प्रथम मण्डल, सहारनपुर नगर निगम
 मेरठ।



தமிழ்நாடு தாமிலநாடு TAMILNADU

7 AUG 2019

1779315

Union Bank of India

Union Bank of India

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number : 53070IGL0003719
Date of Issue : 07-08-2019
Amount : Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot - 18, Sector 7, Gomati Nagar extension,
Lucknow-226001, Uttar Pradesh.

अभिषेक अधिकारी
नगर पालिका परिषद
गोमती नगर

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.08.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

अभिषेक अधिकारी

अभिषेक अधिकारी
नगर पालिका परिषद
गोमती नगर

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

महाप्रबन्धक

नगर निगम सहारनपुर

SENIOR MANAGER
अभिषेक अधिकारी, चेन्नई/IFS, CHENNAI-600 117

मुख्य प्रबन्धक/Chief Manager
अभिषेक अधिकारी, चेन्नई/IFS, CHENNAI-600 117

Page 1 of 3

General Manager

Const. Unit U.P. Jal Nigam

SAHARANPUR

Superintending Engineer
8th Circle

अभिषेक अधिकारी

अभिषेक अधिकारी
नगर पालिका परिषद
पिलखुवा (गोमती नगर)

General Manager

अभिषेक अधिकारी
नगर पालिका परिषद लोनी
गोमती नगर

महाप्रबन्धक

नगर निगम सहारनपुर

अभिषेक अधिकारी

मेरठ

530701G10003719 Dt 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and be limited up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

कुल युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / SENIOR MANAGER
आई.ए.बी. चेन्नई / I.F.B. CHENNAI-600 108.

अधिकांशी अधिकारी
नगर पालिका परिषद, सिलखुवा
कुल युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.ए.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA

Page 2 of 3

महाप्रबन्धक (जल) SATISH DAYANANDAM

नगर निगम सहरानपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

General Manager
Pollution Control Unit
U.P. JAL NIGAM

महाप्रबन्धक (जल)

जल क. सहरानपुर प्रभाग मण्डल, उ.प्र. जल निगम
नगर निगम सहरानपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
सिलखुवा (गा. बाद)

अधिकांशी अधिकारी
नगर पालिका परिषद लेनी
मोना, जयपुर

27

530701610003719 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
 आई.एफ.बी. चेन्नई/L.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
 P.A. No: 31178

कृते युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.एफ.बी. चेन्नई/L.F.B. CHENNAI-600 108.

AJAY SHUKLA
 PA No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

युनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 औद्योगिक वित्त शाखा
 Industrial Finance Branch
 1st Floor,
 139, Broadway, Chennai-600 102.



Name of the Issuing Bank/ Branch.....
 Address & Telephone Number.....

Name of the Controlling Branch/Bank.....
 Address & Telephone Number.....

Date: 07-08-2019

अधिकांसी अधिकारी
 नगर पालिका परिषद

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

महाप्रबन्धक (जल)
 नगर निगम साहयनपुर

अधिकांसी अधिकारी
 नगर पालिका परिषद, पिछवो

अधिकांसी अधिकारी
 नगर पालिका परिषद

Eng: ...

Page 3 of 3

General Manager
 Const. Unit U.P. Jal Nigam
 SAHARANPUR

अधिकांसी अधिकारी
 U.P. Jal Nigam Moradabad

अधिकांसी अधिकारी
 नगर पालिका परिषद
 पिलखुवा (गा० बाद)

महाप्रबन्धक (जल)
 जल नगर निगम
 नगर निगम गाजियाबाद

प्रथम मण्डल, जल नगर निगम
 मेरठ।

7 AUG 2019

179316

Union Bank of India

1248

Guarantee Number	530701GL0003819
Date of Issue	07-08-2019
Amount	-Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot -18, Sector 7, Gomati Nagar
Lucknow-226001, Uttar Pradesh

अतिरिक्त अधिकारी
नगर पालिका परिषद
for extension
अनपराध

संविधानसभा, दिल्ली
राज्यपाल, नेपाल

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

For UNION BANK OF INDIA

For UNION BANK OF INDIA

महोदय / SENIOR MANAGER,
जनरल मैन / एले / L.F.B. CHENNAI-500 108
नगर निगम सहायपुर
U.P.

NAGER, **Intending Engineer** (Chief Manager Const. Unit U.P. Jal Nigam
 -500 108 8th Circle SAHARANPUR
 U.P. Jal Nigam Moradabad

अभिजाती अधिकारी
नगरपालिका परिषद, मुजफ्फरनगर

अधिकासी अधिकारो
नगर पालिका परिषद
पिलखुवा (गा० बाद)

General Manager
Pollution Control Unit
महाप्रबन्धक (जल) प्रथम मण्डल, ८०७० जल विभाग
जल कार्य विभाग
नगर निगम नागियाबाद
अधीक्षक नागियाबाद
नगर पालिका नागियाबाद
मेरठ।
94

अविभाजित अधिकारी
नगर प्रालिक परिषद् लोनी
गाजिवरवाड़ा

अधीनस्थ निगम
मण्डल, सं० १० जल निगम
मेरठ।
94

530701610003819 Dt 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without caveat or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

फूटे यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
अभियंता, चेन्नई / I.E.B. CHENNAI-600 102

महाप्रबंधक (जल)

नगर निगम सहायपुर

अधिकांश अधिकारी
हजार बाजिका परिषद, झुंडा
इसे यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA
अधिकांश अधिकारी
नगर पालिका परिषद
समपुर

परिचालन प्रमुख / Chief Manager
अभियंता, चेन्नई / I.E.B. CHENNAI-600 102.
8th Circle
U.P. Jal Nigam Moradabad

Page 2 of 3

अधिकांश अधिकारी General Manager
नगर पालिका परिषद, मुजफ्फरपुर
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांश अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

अधिकांश अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

30

महाप्रबंधक (जल)
नगर निगम गाजियाबाद

अधीनस्थ अभियंता
प्रथम मण्डल, उ००० जल निगम
95

53070IGL0003819 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

कृपे युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
 आई.ए.बी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
 P.A. No: 31178

कृपे युनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.ए.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
 P.A No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

युनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 इंडस्ट्रियल फाइनेंस शाखा
 Industrial Finance Branch
 1st Floor,
 139, Broadway, Chennai-600 108.



Name of the Issuing Bank/ Branch Name of the Controlling Branch/Bank.....
 Address & Telephone Number..... Address & Telephone Number.....

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

महाप्रबन्धक (जल)
 नगर निगम सहायनगर

अधीक्षक अधिकारी
 नगर पालिका परिषद, मुजफ्फरनगर
 अधिशासी अधिकारी
 नगर पालिका परिषद, सहायनगर

Superintending Engineer
 8th Circle
 U.P. Jal Nigam Moradabad

General Manager
 Const. Unit U.P. Jal Nigam Moradabad

Page 3 of 3

अधीक्षक अधिकारी
 नगर पालिका परिषद, मुजफ्फरनगर

अधीक्षक अधिकारी
 नगर पालिका परिषद, सहायनगर

अधीक्षक अधिकारी
 नगर पालिका परिषद, लोदी

महाप्रबन्धक (जल)
 जल निगम, सहायनगर
 नगर निगम सहायनगर

अधीक्षक अधिकारी
 प्रथम मण्डल, सहायनगर निगम
 मेरठ।

17 AUG 2019

Union Bank of India

A. C. ...

Guarantee Number	53070IGL0003919
Date of Issue	07-08-2019
Amount	Rs. 5,24,64,097.50/-

Project Director,
State Mission Clean Ganga UP
Plot - 18, Sector 7, Gomati Nagar extension,
Lucknow-226001, Uttar Pradesh

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

Superintending Engineer
8th Circle

एक संस्थान बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA

For UNION BANK OF INDIA

वरिष्ठ प्रबंधक, SENIOR MANAGER
आई.एफ.बी. चेन्नई / IFB CHENNAI OFFICE

मुख्य प्रबंधक/Chief Manager
आई.एफ.सी. ब्रंच/IFB CHENNAI 500.

Page 2 of 3

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

सहाप्रबन्धक (आर)

नगर निगम राहदारीकडुन

अधिकारी

जनरपालिका परिषद, मुकेश्वरनगर

General Manager

~~7-0~~ Motion Control Unit

अधिकासी अधिकारी

नगर पालिका परिषद लोनी

गणितशास्त्रः

32

महाप्रबल (पिल)
जल

जल विभाग
नगर निगम राजियाबाद

SECRET

प्रथम मण्डल, च०॥० पञ्च निगम

ਮੈਰਠ
97

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:
NOW THEREFORE

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything contained herein

- For UNION BANK OF INDIA

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 105

SATISH DAYANANDAM

General Manager SH
Const. Unit U.P. Jal Nigam
SAHARANPUR
7-6-8

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad
Page 2 of 2

महाप्रबन्धक (जिल्हा)
नगर नियम सहायक

अतिरिक्त अधिकारी
महाराष्ट्र शासन, नगरपालिका, परिषद, मुजफ्फरनगर

अधिकांश अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)-

General Manager
Hillman Control Ltd.

अधिसूचना अधिकारी
नगर पालिका परिषद् लोनी
गाजियाबाद

महाप्रबन्धक (नियम)
जल कल विभाग
नगर नियम राजिशाख

प्रथम मण्डल, १८८०-८१ विमान
मेरठ।

530701610003919 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

कृते यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108

SATISH DAYANANDAM
 P.A. No: 31178

कृते यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108

AJAY SHUKLA
 P.A No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number
 & Telephone Number.....

यूनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 औद्योगिक वित्त विभाग
 Industrial Finance Branch
 1st Floor,
 139, Broadway Chennai-600 108



Name of the Issuing Bank/ Branch Name of the Controlling Branch/Bank.....
 Address & Telephone Number..... Address & Telephone Number.....

Date: 07-08-2019

अधिकांश अधिकारी
 नगर पालिका परिषद

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिकांश अधिकारी
 नगर पालिका परिषद
 रायपुर

महाप्रबंधक (जल)
 नगर निगम सहारनपुर

अधिकांश अधिकारी
 नगर पालिका परिषद, ब्रिजबाद

Superintending Engineer
 8th Circle
 U.P. Jal Nigam Moradabad

Page 3 of 3

General Manager
 Const. Unit U.P. Jal Nigam
 SAHARANPUR

अधिकांश अधिकारी
 नगर पालिका परिषद, मुजफ्फरनगर

अधिकांश अधिकारी
 नगर पालिका परिषद
 पिता बुवा (गांव बाद)

अधिकांश अधिकारी
 नगर पालिका परिषद लोनी
 गाजियाबाद

महाप्रबंधक (जल) प्रथम मण्डल, जल कल विभाग
 जल कल विभाग
 नगर निगम गाजियाबाद



தமிழ்நாடு தமில்நாடு TAMILNADU

7 AUG 2019

Union Bank of India

BW 179318
A. S. ...

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number : 530701GL0004019
Date of Issue : 07-08-2019
Amount : Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot- 18, Sector 7, Gomati Nagar extension,
Lucknow-226001, Uttar Pradesh

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai - 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package - 8, Zone - Ghaziabad (UP)) (Name of Contract and brief description of Works) (hereinafter called "The Contract").

कृते इलियज बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER

महाप्रबन्धक (जल)
नगर निगम सहरनपुर

अधिकांशी अधिकारी
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

मुख्य प्रबंधक / Chief Manager
आई.एफ.सी., चेन्नै / I.F.B. CHENNAI-600 108.

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. वा.)

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम गजियाबाद

530701GL0004019 D1 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

अभिशासी अधिकारी

नगर पालिका, राजियाबाद

Notwithstanding anything contained herein

- i) Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- ii) This Guarantee shall be valid in force up to 13-01-2021 only.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021.
- iv) After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.ए.बी.सी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDH

महाप्रबंधक (जल)
नगर निगम सहायपुर

For UNION BANK OF INDIA
मुख्य प्रबंधक / Chief Manager
आई.ए.बी.सी. चेन्नई / I.F.B. CHENNAI-600 108.

अभिशासी अधिकारी
नगर पालिका, राजियाबाद

AJAY SHUKLA

U.P. Jal Nigam Moradabad

Page 2 of 3

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अभिशासी अधिकारी

अभिशासी अधिकारी

नगर पालिका, राजियाबाद

राजियाबाद

अभिशासी अधिकारी
नगर पालिका, राजियाबाद
पिन. खुता (गा. वा.)

महाप्रबंधक

जल विभाग

नगर निगम राजियाबाद

53070KGL0004019 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhawan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

कृते यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
 आई.ए.सी. सेन्ट्रल / I.F.B. CHENNAI-600 108

SATISH DAYANANDAM
 P.A. No: 31178

कृते यूनियन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.ए.सी. सेन्ट्रल / I.F.B. CHENNAI-600 108

AJAY SHUKLA
 PA No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.

यूनियन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 इंडस्ट्रियल फाइनेंस शाखा
 Industrial Finance Branch
 1st Floor,
 139, Broadway, Chennai-600 108



Name of the Issuing Bank/ Branch
 Address & Telephone Number

Name of the Controlling Branch/Bank
 Address & Telephone Number

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिशारी अधिकारी
 नगर पालिका परिषद
 साहयपुर

महाप्रबन्धक (जल)
 नगर निगम साहयपुर

अध्यक्ष

Superintending Engineer
 8th Circle

U.P. Jal Nigam Moradabad

अधिशारी अधिकारी

नगरपालिका परिषद, गुरुद्वारा

अधिशारी अधिकारी
 नगर पालिका परिषद, साहयपुर

अधिशारी अधिकारी
 नगर पालिका परिषद लोनी
 Page 3 ऑनलाइन बाध्य

अधिशारी अधिकारी
 नगर पालिका परिषद
 पिन्खुवा (गा. बा.द)

महाप्रबन्धक (जल)

जल क. निगम

नगर निगम साहयपुर

General Manager
 Const. Unit U.P. Jal Nigam
 SAHARANPUR

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7 AUG 2019

B# 179319

Union Bank of India

A. S. 2007-2008

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Guarantee Number	: 530701GL0004119
Date of Issue	: 07-08-2019
Amount	: Rs. 5,24,64,097.50/-

To

Project Director,
State Mission Clean Ganga UP
Plot No. 18, Sector 7, Gomati Nagar extension,
Lucknow-226001, Uttar Pradesh

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sunnambu Kolathur, Chennai – 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, (Package – 8, Zone – Ghaziabad (UP)) for the term of Contract and brief description of Works) (hereinafter called "The Contract")

महाप्रबन्धक : (जब)

नगर निगम सहकारनगुदते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

उत्तर बालिका परिषद, सिद्धार्थ

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

अभिशापित अभिशापित

नगर प्रालिका

Senior Intending
Senior Manager
Mr. Chen

U.P. Jal Nigam Moradabad

अधिशः

नगर पालिका परिषद् लोन्गो नगर पालिका परिषद्
मनियाम्बाद
पिलखुवा (गा. बाद)

अधिनासो अधिनारो
नगर पालिका परिषद
पिलखुवा (गा० बाद)

अधिकांश अधिकारी

मन्मथक, रजन्म

General Manager

अधीक्षक
प्रथम मण्डल, उ०००
मेरठ।

महाप्रबन्ध (अ. १०)
जल संयंत्र, बरौली
नगर निगम, पंजाब
103

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:
NOW THEREFORE we have

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Notwithstanding anything contained herein

- सचिव पालिका परिषद, बिक्रमपुर

अधिशारी अधिकारी
नगर पालिका अधिकारी
रायपुर

कृपे युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

महाप्रबन्धक (अ.प्र.)

नगर निगम सहायक प्रमुख / SENIOR MANAGER
आ.ए.ए.सी. वेल्स / A.E.A.S. WELLS

मुख्य प्रबंधक/Chief Manager
आई.ए.ए.सी., चेन्नै/L.F.B. CHENNAI-600 108.

3. 3. 3. 3.

अतिरिक्त अतिरिक्त Superintending Engineer

पुनर्विचार

पुस्तक संचयन Circle

अनुपम

U.P. Jal Nigam Moradabad

अधिसूचक अधिकारी

नगर पालिका परिषद् लोनी

मजिमाबाद

Special Member

Resolution to Repeal

100

UN

नगर

अष्टमः
प्रथमः

प्रथम मज्जा

223

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104

104

अधिनासो अधिनासो

नगर पालिका अधिकारी
वि.

पितृसुखा (मातृसुखा)

उप (गा० बाद)
अह

39

39

Manager

Manager
P. Jal Nigam

ANPUB

53070IGL00041119 D1 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
 Union Bank of India,
 4th Floor, CP & MSME Department,
 Central Office, 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai - 400021
 Tel No. 022-22892227
 Email ID: ecc@unionbankofindia.com

कृते यूनिजन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

करिब प्रबंधक / SENIOR MANAGER
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

SATISH DAYANANDAM
 PA No: 31178

कृते यूनिजन बैंक ऑफ इंडिया
 For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
 आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
 PA No: 31980

Signature and seat of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

यूनिजन बैंक ऑफ इंडिया
 UNION BANK OF INDIA
 इंडस्ट्रियल फ़ाइनेंस शाखा
 Industrial Finance Branch
 1st Floor,
 199, Broadway, Chennai-600 108



Name of the issuing Bank/ Branch Name of the Controlling Branch/Bank.....
 Address & Telephone Number..... Address & Telephone Number.....

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

निदेशाधीन अधिकारी (आ.प्र.)
 (आ.प्र.) निदेशाधीन अधिकारी

अधिकांसी अधिकारी

नगर पालिका परिषद

अधिकांसी अधिकारी

हवर बाजिका पोरषट, टिहरी

अधिकांसी अधिकारी
 नगर पालिका परिषद
 रामपुर

Superintending Engineer
 8th Circle

U.P. Jal Nigam Moradabad

General Manager
 Const. Unit U.P. Jal Nigam
 Page 3414 ARANPUR

अधिकांसी अधिकारी

हवर बाजिका पोरषट, टिहरी

अधिकांसी अधिकारी

नगर पालिका परिषद

अधिकांसी अधिकारी
 नगर पालिका परिषद लोनी
 गाजियाबाद

अधिकांसी अधिकारी
 नगर पालिका परिषद
 पिलखुवा (गा. बाद)

महानगर पालिका

अधिकांसी अधिकारी

जल निगम विभाग प्रथम मण्डल, टिहरी
 नगर निगम गाजियाबाद

~~ABW 179320~~

A-7-6-1-1A9

Page 1 of 1

Guarantee Number	53070IGL0004219
Date of Issue	07-08-2019
Amount	Rs. 5,24,64,097.50/-

आधिकांश अधिकारी
नगर पालिका परिषद
रामपुर

WHEREAS VA Tech Wabag Limited, "Wabag House", No.17, 200 Feet Thoraipakkam-Pallavaram Main Road, Sannambu Kolathur, Chennai – 600 117 (Name and Address of Contractor) hereinafter called "The Contractor" has undertaken, in pursuance of Letter of Acceptance No.0673/358/SMCG-UP Dated 14.06.2019 to execute Operation, Maintenance and Management of sewage system and sewer network in the state of Uttar Pradesh, District No. 8, Zone - 9, Ghaziabad (UP); (Name of Contract and brief description of Works)

महाप्रबन्धक (hereinafter
नगर निगम सहारनपुर

ਸ਼੍ਰੀ ਮਾਨੰਡ, ਸ਼੍ਰੀ ਰਵਾ, ਸ਼੍ਰੀ ਰਵਾ, ਸ਼੍ਰੀ ਰਵਾ

Superintending Engineer
8th Circle
M.P. Jal Nigam Moradabad
INDIA

Page 1 of 3

कृते यूनिऑन बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 105

मुख्य प्रबंधक / Chief Manager
आई. एफ. सी.

अधिकांकी अधिकांकी

अधिसूचना अधिकारी
नगर पालिका परिषद् लोनी
गजियाबाद

अधिनासी अधिकारो
नगर पालिका परिषद
पिपलखुवा (गा. बा.द)

महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम गाजियाबाद

106

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530701GL0004219 D1 07.08.2019

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. 5,24,64,097.50/- (amount of guarantee) (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 5,24,64,097.50/- Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty (amount 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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Main Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal there of shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein

- Our maximum liability under this Bank Guarantee shall not exceed and restricted up to Rs. 5,24,64,097.50 (Rupees five crore twenty four lakhs sixty four thousand and ninety seven and paise fifty) only.
- This Guarantee shall be valid in force up to 13-01-2021 only.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, only if you serve upon us a written claim or demand on or before 13-01-2021.
- After the end of claim period that is after 13-01-2021, all rights of the beneficiary under this guarantee shall stand terminated and we shall be discharged from all our liabilities under this guarantee.

नगर पालिका/परिषद, बिहारी

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

मुख्य प्रबंधक / Chief Manager
आई.ए.ए.सी. बेंगलूरु / I.F.B. CHENNAI-600 108

मुख्य प्रबंधक / Chief Manager
आई.ए.ए.सी. बेंगलूरु / I.F.B. CHENNAI-600 108

Superintending Engineer
8th Circle

AJAY SHUKLA P. Jal Nigam Moradabad
PA No: 31980

SATISH DEVAMANDAL

महाप्रबंधक (जल)
नगर निगम साहयपुर

अधीक्षक अधिकारी
नगर पालिका परिषद, मुद्राकरभम

अधीक्षक अधिकारी
नगर पालिका परिषद
पिलखुना (गा. नाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधीक्षक अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

महाप्रबंधक (जल)
जल विभाग
नगर निगम गजियाबाद

अधीक्षक अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

1071

53070/G10004219 Dt 07.08.2019

The Bank guarantee can be confirmed from our following E-confirmation cell

E-Confirmation Cell,
Union Bank of India,
4th Floor, CP & MSME Department,
Central Office, 239, Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400021
Tel No. 022-22892227
Email ID: ecc@unionbankofindia.com

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

कृते युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

वरिष्ठ प्रबंधक / SENIOR MANAGER
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.
SATISH DAYANANDAM
P.A. No: 31178

मुख्य प्रबंधक / Chief Manager
आई.एफ.बी. चेन्नई / I.F.B. CHENNAI-600 108.

AJAY SHUKLA
PA No: 31980

Signature and seal of the Guarantor with Name, Designation, Employee Code Number
& Telephone Number.....

युनियन बैंक ऑफ इंडिया
UNION BANK OF INDIA
इंडस्ट्रीयल फाइनेंस ब्रांच
Industrial Finance Branch
1st Floor,
139, Broadway, Chennai-600 108.



Name of the Issuing Bank/ Branch..... Name of the Controlling Branch/Bank.....
Address & Telephone Number..... Address & Telephone Number.....

Date: 07-08-2019

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिकांशी अधिकारी
नगर पालिका परिषद, सिविलीक

महाप्रबन्धक (जल)
नगर निगम सहायपुर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

Page 3 of 3

अधिकांशी अधिकारी
नगरपालिका परिषद, मुजफ्फरनगर

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
जल कर्म विभाग
नगर निगम गाजियाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद



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(SECTION I)

OFFICE OF THE PROJECT DIRECTOR
U P STATE GANGA RIVER CONSERVATION AGENCY
2-LAL BAHADUR SHASTRI MARG, LUCKNOW-226001
Phone No. 0522&2235349/2235542

NOTICE INVITING E-TENDER**STATE GANGA RIVER CONSERVATION AGENCY****NIT No- 09/SGRCA/2017-18 (OM&M)/Package 8****(National Competitive Bidding through e-Tendering mode only)**

State Ganga River Conservation Agency (hereinafter called "the Employer") hereby invites bids on **Service Fee Fixed Cost**, on Two- bid systems through e-tendering for the following works/Services in the state of Uttar Pradesh from experienced Contractors/ firms/organizations excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it's Undertakings.

Name of work / Contract Package	Zone/Place	Estimated Cost (INR) (In Lakhs)	Bids Security (INR) (In Lakhs)	Capacity of Sewage Treatment Plant	Period of Contract
Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network in the state of Uttar Pradesh/Contract Package 8	Ghaziabad/ (Ghaziabad, Pilkhuwa, Loni, Anoopshahar, Bijnaur, Rampur, Meerut, Muzaffarnagar, Saharanpur)	6856.31	137.12	380.07 MLD	10 Years extendable up to 5 years.

"The Scope of works includes mainly Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network of Zone 8 Ghaziabad in the state of Uttar Pradesh."

- It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid)) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from e-Tendering Portal <https://etender.up.nic.in>) to participate in e-tendering.
- To participate in the e-bid, it is mandatory for the Bidders to get themselves registered with the e-Tendering Portal (<https://etender.up.nic.in>) /Registration Superintending Engineer, 8th Circle.
- To participate for bidding, bidders have to pay non-refundable document fee of Rs 10000/- (Ten thousand only) through Demand Draft favoring "Uttar Pradesh Rajya Ganga Nadi Sanrakshan Abhikaran" payable at Lucknow) OR (Through RTGS) favouring "Uttar Pradesh Rajya Ganga Nadi Sanrakshan Abhikaran" <https://etender.up.nic.in> Number :- 535102050800050, PIFSC Code :- UBIN0553514, Union Saharaj, Shalimar Apartment, P N Road, Lucknow (Uttar Pradesh).

General Manager
National Pollution Control Board
Ministry of Environment, Forest and Climate Change
Government of India

General Manager
National Pollution Control Board
Ministry of Environment, Forest and Climate Change
Government of India

अधिकासी अधिकारी
नगर पालिका परिषद
17 नवम्बर (गान बाद)
महाप्रबन्धक (जल)
जल संकट विभाग
नगर पालिका परिषद

अधिकासी अधिकारी
नगर पालिका परिषद
महाप्रबन्धक (जल)
जल संकट विभाग
नगर पालिका परिषद

अधिकासी अधिकारी
नगर पालिका परिषद
महाप्रबन्धक (जल)
जल संकट विभाग
नगर पालिका परिषद

4. The detailed bid documents/RFP can be viewed and downloaded from the website (<https://etender.up.nic.in> and www.sgrca.org) from 23/03/2018(10:00 Hrs) to 08/05/2018 (upto 12.00 Hrs.) free of cost.
5. The Corrigendum/Addendums/Amendments/clarifications to the bid document, if any will be hosted on the above website only.
6. The bid should be submitted online in the prescribed format of bid document given in the website. No other mode of submission is acceptable.
7. The last date of online submission of the Bid 08/05/2018 upto 12.00 Hrs (as mentioned on the e-Portal only) ("Bid Due Date"). The Bids would be opened on 08/05/2018 at 12.30 Hrs online at SGRCA Office, Lucknow. Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids at SGRCA Office, Lucknow on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids as mentioned above.
8. For any clarification, the following office may be contacted:
O/o Project Director,
State Ganga River Conservation Agency (SGRCA),
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel.- Fax. 0522-2235542, e-mail: apd@sgrca.org and ta@sgrca.org
9. Conditional bids would be rejected.
10. Joint Venture firms are not allowed to participate in Bidding.
11. Employer reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Project Director
SGRCA

महाप्रबन्धक (जल)
नगर निगम साहयपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
साहयपुर

अधिकांशी अधिकारी
नगर पालिका परिषद, बिलौली

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिकांशी अधिकारी
प्रथम मण्डल, ...

अधिकांशी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (गंगा बाढ़)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
जल ...
नगर निगम साहयपुर



Dated : 7th June 2018'

Subject :- Amendment of Estimated Cost, Bid Security and Capacity of sewage treatment plant of Package-8 (Ghaziabad) in NIT/RFP -regarding .

Reference:- SGRCA NIT No- 09/SGRCA/2017-18 (OM&M)/Package -8 (Ghaziabad).

In reference to above cited Subject, State Ganga River Conservation Agency hereby changes the Estimated Cost, Bid Security and Capacity of sewage treatment plant of Package-8 (Ghaziabad) due to addition of 56 MLD STPs of Indrapuram and 56 MLD STPs Dundahera, Ghaziabad in RFP as under.

Name of work/Contract Package	Estimated Cost (In Lakhs)	Bid Security (In Lakhs)	Capacity of Sewage Treatment Plant (MLD)	Amended Estimated cost (In Lakhs)	Amended Bid Security (In Lakhs)	Amended Capacity of Sewage Treatment Plant (MLD)
	As Published in Newspaper/e-portal			As per Corrigendum -7 (Package 8)		
Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network in the state of Uttar Pradesh/Contract Package 8	6856.31	137.12	380.07	8876.74	177.53	492.07

Other Bid Terms & Conditions will remain same.

अधिसूचना अधिसूचना
नगर पंचायत, रावड
अ. १०१०१
Superintending Engineer
8th Circle
U.P. Jal Nigam Morabad

Add. Project Director
SGRCA

साधुनाथक (खल)
नगर विभाग सहारनपुर

अधिकांश अधिकारी
 वरानसि परियह, हिंदी
 अधिकांश अधिकारी
 गोरखपुर, ब्रजपुर

अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गणजियामाद

अधीक्षक प्रथम मण्डल, मेरठ।

अधिशासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम काजियाबाद
111

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

(SECTION II)
INSTRUCTIONS TO BIDDERS

महाप्रबन्धक (जल)
नगर निगम साहरनपुर

अविश्राप्ती अधिकारी
नगर पालिका परिषद

अविश्राप्ती अधिकारी
नगर पालिका परिषद

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अविश्राप्ती अधिकारी
नगर पालिका परिषद, मुद्राकरणपुर

अविश्राप्ती अधिकारी
नगर पालिका परिषद, हिजली

अविश्राप्ती अधिकारी
नगर पालिका परिषद, पिलखुवा (गा. बाद)

अविश्राप्ती अधिकारी
नगर पालिका परिषद, लोनी

अविश्राप्ती अधिकारी
प्रथम मण्डल, उ.प्र.

महाप्रबन्धक (जल) General Manager
जल विभाग Const. Unit U.P. Jal Nigam
नगर निगम गाजियाबाद SAHARANPUR

Section II: Instructions to Bidders
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सहाय्यक (जल)
नगर निगम सहारनपुर

अधिकारी
नगर पालिका परिषद
अनूपशहर

अधिकाारी
नगर पालिका परिषद
सहारनपुर

अधिकाारी अधिकारी
वरिष्ठ पालिका अधिकारी, सहारनपुर
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad
अधिकाारी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकाारी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

अधीक्षक
प्रथम मण्डल, सहारनपुर
मैरठ

अधिकाारी अधिकारी
नगर पालिका परिषद
पल्लुवा (गान्वादा)

अधीक्षक
महोदय
जल विभाग
नगर निगम गजियाबाद

अधीक्षक
नगर पालिका परिषद
लखनऊ

Section II
Instructions to Bidders (ITB)

1. Scope of Bid

- 1.1** The Employer (State Mission of Clean Ganga, through its Project Director) invites bids through the process of e-tendering for works as described in these documents and referred to as "the Works". The name and identification number of the Works is provided in the Notice Inviting Tender.
- 1.2** The successful Bidder will be expected to complete Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network during the Contract Period as specified in the RFP.
- 1.3** Throughout these Bidding Documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer/Proposer, bid/tender, bidding/tendering/Proposal/ Offer, etc.) are synonymous.

1.4(a) Source of Funds

The expenditure on this Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network will be met by Government of Uttar Pradesh.

(b) Eligible Bidders

This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document. A bidder may be a natural person, private entity, partnership firm or a company. Joint Venture firms are not allowed to participate in Bidding. Bidder can claim experience of similar nature of works of their Subsidiary firms provided on production of authentic documents.

Any entity which has been barred by the State Government / Central Government or any entity controlled by it, from participating in any Project (OM&M or otherwise), and the bar subsists as on the date of Application, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit bids.

2.0 General Information**2.1 Procurement Objectives**

The Employer intends to enter into a contractual arrangement for the long-term operation, maintenance, management, and customer service of the System. The Employer desires to select the most advantageous Bidders through a competitive procurement process in accordance with this RFP.

General Manager
Const. Unit U.P. Jal Nigam
In issuing this RFP, the Employer desires to accomplish certain operational, financial and managerial objectives and provide the City and any customers of the System cost-effective and reliable sewage and combined collection and treatment services. Employer's specific objectives

for the System under a long-term operations contract include, but are not limited to, the following:

- Achievement of compliance with environmental laws and regulations as set forth in this RFP, including all applicable Central, State, and local laws; regulations; permits; Consent Agreements; Consent Orders; and the Agreement.
- Continuous sewage collection and treatment for all influent received in the System
- Recommends the maximization of the use of advanced technologies that enhance revenues, reduce costs and improve operations that could include:
- Opportunities for Integrated Resource Management shall be implemented by the Company to the greatest extent that is feasible from economic, engineering, environmental, and/or social standpoints. Potential examples of Integrated Resource Management could include but not be limited to:
- Potential reuse of reclaimed water or greywater for industrial processing and/or HVAC (Heating, Ventilation and air conditioning) systems;
- Potential reuse of latent heat from processed water;
- Potential reuse of nutrients, minerals or other products from sewage stream;
- Potential reuse of sewage sludge through an anaerobic or other digestion process to generate renewable energy
- Integration of green infrastructure or other techniques to reduce non-point source pollution and thus storm water sheet flow in order to reduce treatable volume at the Plants;
- Potential sale of reclaimed water, heat energy, nutrients or bio-gas;
- Integration of municipal and/or industrial solid waste including organic waste to leverage the value of multiple waste streams in the City;
- Potential operation of one or more of these facilities as an educational facility for training purposes in conjunction with other state and local educational institutions;
- Potential use of automation and controls on all major energy-consuming components of the System including the continuous maintenance via sensors of a System-wide energy monitoring system;
- Potential recommendations for the purchase of equipment for use in the System which are new and innovative;
- Potential setting and re-setting of goals for the operations of the System which achieve zero net-energy usage by a combination of efficiency and renewable energy generation;
- Potential to team up with the research organization for advancement of the science of sewage treatment; and
- Potential hosting of a periodic national, State or regional meeting for discussions regarding advancement in technology in the sewage and energy industries.
- Preservation of the capital investments and assurance of the long-term reliability and regulatory compliance of the System
- Provision of services to optimize energy efficiency of the System to reduce consumption
- Provision of sewerage treatment services to its customers at stabilized rates and charges, which will be collected by the Jal Sansthan or local bodies based on CPWD or SOR of other Government Engineering Departments.
- Provision of efficient, economic and technically viable sludge treatment and disposal.

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Municipal Corporation

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- o Performance of all maintenance (major and minor) and make all repairs and replacements to the System over the Term.
- o Provision of customer service activities at no less than the current level as set forth in the Agreement with continuous improvement to customer services.
- o The Bidder determined to be the most advantageous in accordance with this RFP shall be subject to the terms and conditions of the Agreement.

2.2. Overview of Works/Services

The Employer requires that the Selected Bidder (Company) perform all activities associated with the operation, maintenance, management and customer services of the System in accordance with the Agreement. Services shall be provided in a safe, secure, effective and efficient manner and in accordance with all applicable laws, permits, rules and regulations. A more detailed scope of services and responsibilities as provided in the RFP.

The Company shall be responsible for conducting all services regarding the operation, maintenance, management, and customer service of the System. All costs for services provided shall be paid via an annual Service Fee Fixed Component prorated on a monthly basis, Service Fee Variable Component, and Pass through Costs, as described in this RFP. No other compensation will be made under the Agreement to the selected Bidder.

For convenience, below is a brief summary of the required services. Bidders are encouraged to review the RFP for a complete description of the services.

- Operate, maintain and manage the System in accordance with all applicable laws, rules and regulations, permits.
- Provide, manage and maintain the workforce in accordance with the requirements, which includes all labor, administrative (related to the contracted services of the Agreement) and financial functions.
- Perform all Sludge and Residuals treatment, management, ~~disposal~~ ^{नगर निगम सहकारनगर} disposal services.
- Maximize nitrogen removal at the STP ^{अधिसूचना}
- Perform all operation and maintenance activities, including all materials and operating supplies. ^{अधिसूचना अधिकारी}
- Provide all laboratory sampling, testing, and analysis for sewage, Sludge, and Residuals. ^{अधिसूचना अधिकारी}
- Maintain records and prepare reports necessary in accordance with regulatory and Employer requirements. ^{अधिसूचना अधिकारी}
- Provide and manage customer service functions. ^{नगर पालिका परिषद् लोनी}
- Maintain inventory of consumable supplies required for operation and maintenance of the System. ^{गान्धियाबाद}
- Obtain, manage and maintain all insurance coverage consistent with the requirements identified in the Agreement. Const. Unit U.P. Jal Nigam
- Provide repair and replacement of facilities, systems, structures and equipment, etc. associated with the Plant in accordance with the Agreement, subject to a

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अधिसूचना अधिकारी

नगर पालिका परिषद्

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Major Replacement Fund of 2 (Two) crore annually subject to 5% increase per year on cumulative Basis during Contract Period.

- Provide repair and replacement of facilities, systems, structures and equipment, etc. associated with the Collection System in accordance with the Agreement, subject to a Collection System Replacement Fund of 5 (Five) crore annually subject to 5% increase per year on cumulative Basis during Contract Period.
- Perform Collection System inspection, maintenance and cleaning, including removal, transportation, testing and disposal of material removed during the cleaning process and pay all fees.
- Provide asset management services to track and document the Plants and Collection System assets to create and update the geographic information system (GIS) for the STP system.
- Perform all landscaping, pest control, buildings and grounds maintenance, and janitorial services.
- Obtain, manage and maintain all additional permits and licenses necessary for the operations of the System.

2.3. Agreement

The RFP, the selected Bidder, and the Agreement, along with the Agreement appendices (the "Appendices"), will serve as the basis for the contract between Employer and the Company. Company-specific information that may become part of the Agreement includes, but is not limited to, Company business/management plans, Equipment lists, milestone schedules, operating parameters, operation and maintenance plans, drawings, insurance forms, performance bonds, and its Guaranty Agreement. It may also include innovative ideas, operational enhancements, and other cost-saving measures proposed and accepted by the Employer.

Bidders are encouraged to submit Bids that consider innovation, cost efficiencies, environmental protection, and opportunities for revenue enhancements, consistent with industry trends.

The Agreement shall have a 10-year term up to 5-year renewal term options as determined by the Employer to be most advantageous, based on the evaluation of Bids in accordance with the criteria outlined in this RFP.

Between the Agreement Date (i.e. the date of signing the Agreement) and the Agreement Date, the selected Bidder (Company) will undertake mobilization and similar activities during a transition period.

2.4. Payment of Service Fee

The Employer will pay the Company a Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component in accordance with the RFP.

2.5. Security for Performance

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General Manager
Const. Unit U.P. Jal Nigam
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गाजियाबाद

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नगर पालिका परिषद
पिलखुवा (गा. डा. १००)

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The Company will be required to provide security for performance of its obligations under the Agreement, which will be 5% of the Contract value (Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component for Contract Period of 10 Years in accordance with the RFP).

2.6. Labour Requirements

The Company shall maintain a staffing level in compliance with the Agreement and Applicable Law. Minimum Staffing Pattern is provided in Contract Data.

In no event shall the Bidders assume, nor should the Service Fee reflect, that staffing levels can be reduced below the minimum requirements. If Bidders believe that a lower staffing level can be achieved, the Bidder shall provide such information completely separate from the Bids sought.

2.7. Payment of Utilities and Chemicals

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As described in the Agreement, the Company shall be responsible for all Utilities and chemical costs for the System. The cost of electricity for Operation, Maintenance and Management of, the System billed by Electricity Department will be paid and borne by the Employer. However, in case of breakdown of Electricity, Contractor has to arrange diesel/CNG of Generators and operate Sewage Plant/ System etc. The cost of diesel/CNG to be consumed in operation of Generators required to operate Sewage Plant/ System will be reimbursed by employer on actual basis on certification of Engineer in monthly Interim Certificate/ Bill. All other utilities exclusive of electric bill/Diesel/CNG should be the responsibility of the Contractor. The Contractor shall optimize and control costs of electricity/diesel/CNG.

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2.8. Major Replacement Funds

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Pursuant to the Agreement, the Contractor shall fund the Major Replacement Fund to be used for the System exclusive of the Collection System, and shall fund the Collection System Replacement Fund. The Contractor shall be responsible for the work to perform Major Replacements for the System and for Collection System repair and replacement. The Employer shall be responsible for the Major Replacement and Collection System costs in excess of the Major Replacement Fund (subject to annual increase at 5% on Cumulative Basis) and Collection System Replacement Fund (subject to annual increase at 5% on Cumulative Basis), respectively.

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Pursuant to the Agreement, the Contractor shall make an annual deposit of Rs. 2 (two) crore (subject to annual increase at 5% on Cumulative Basis) in equal monthly installments to fund Major Replacement of the System (exclusive of and not including Major Replacement of Collection System), exclusive of Contractor labor costs and profit. All Major Replacement projects above Rs.20 (Twenty) lakhs exclusive of Contractor labor costs and profit are subject to Employer approval in accordance with the Agreement. Any remaining balance will be subject to the subsequent Billing Year. All maintenance of the System shall be performed by the Contractor at its sole cost and expense and is not included in the Major Replacement Fund cap.

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In addition, pursuant to the Agreement, the Contractor shall make an annual deposit of Rs. 5 (Five) crore (subject to annual increase at 5% on Cumulative Basis) in equal monthly installments to the Collection System Replacement Fund to fund Major Replacement of the Collection System (including Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains), exclusive of Contractor labor costs and profits, and sewer cleaning, closed circuit television (CCTV) inspection costs, catch basin cleaning, and other maintenance services. All maintenance of the Collection System shall be performed by the Contractor at its sole cost and expense of the Contractor and are not subject to the Collection System Replacement Fund annual cap of Rs. 5 (Five) crore. All Collection System Replacement Fund projects with a cost greater than Rs. 50 (Fifty) lacs, exclusive of Contractor labor cost and profit, is subject to Employer approval in accordance with the Agreement.

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The Contractor shall not make any Major Replacement of the System without the prior express written consent of the Employer. Fund raised by Contractor for Replacement of the System and for Collection System Shall be deposited in Escrow Account.

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Year-wise Details of fund for Major Replacement of the System of Rs. 2 (Two) crore (subject to annual increase at 5% on Cumulative Basis) and Collection System Replacement of Rs. 5 (Five) crore (subject to annual increase at 5% on Cumulative Basis).

Year	Major Replacement Fund of the System (In Rupees)	Collection System Replacement Fund (In Rupees)	Total (In Rupees)
1	20000000	50000000	70000000
2	21000000	52500000	73500000
3	22050000	55125000	77175000
4	23152500	57881250	81033750
5	24310125	60775313	85085438
6	25525631	63814078	89339709
7	26801913	67004782	93806695
8	28142008	70355021	98497030
9	29549109	73872772	103421881
10	31026564	77566411	108592975
Grand Total	231557777	628894627	880452477

"Fund realized by the Contractor for Major Replacement of the System of Rs. 2 (Two) crore (subject to annual increase at 5% on Cumulative Basis) and Collection System Replacement of Rs. 5 (Five) crore (subject to annual increase at 5% on Cumulative Basis) will be distributed among the STPs system and Sewer network in City of respective Zone on Pro-rata Basis of particular STP Capacity in respect to Total Capacity of Zone. On approval of Employer U.P. Jal Nigam SAHARANPUR

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मेरठ।

{For Example: -

if Total Capacity of STPs of Zone is T MLD,

Capacity of particular STP of City is T1MLD,

Contribution of Major Replacement fund of the System for particular STP of City =

(T1 MLD/ T MLD) X 2 Crore and

Collection System Replacement Fund of the System for particular STP of City =

(T1 MLD/ T MLD) X 5 Crore"

2.9 Reference Documents

Reference documents have either been provided in this RFP or are with the office of the Project Manager/Engineer in Charge, Jal Nigam/Nagar Nigam in different zones, or are on file at the SGRCA office in the Data Room set up for the purpose, for use and review by the Bidders. Such reference documents on file at the Jal Nigam/Nagar Nigam/SGRCA and Data Room, shall include, but not be limited to:

- Historical influent and effluent data
- Operations and Maintenance Guidelines/Norms
- Design documents, construction plans and specifications relative to components of the System
- Current contracts
- Consent Agreements and Consent Orders, including all amendments, and supplemental information
- Sludge management data
- Electricity bills
- Previous agreements on operation and management of the facilities.

The Bidder shall pay to Employer for all costs associated with copying any of the reference documents.

2.10. Assignment of Agreement

The Agreement entered into with the Bidder, the performance guarantee, Letter of Credit and all other agreements entered into with respect to this RFP, may, at the sole and absolute discretion of the Employer, be assigned by the Employer to any entity.

The selected Bidder (the Company) will not be permitted to assign its rights or obligations without Employer Consent.

2.11. Accuracy of RFP and Related Documents

The Employer assumes no responsibility for the completeness or the accuracy of the technical and background information presented in the RFP, or otherwise distributed or made available during this procurement process. In addition, the Employer will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing by the Employer through the issuance of addenda. In no event may a bidder rely on any oral statement by the employer, or its representative, advisors or consultants.

General Manager
Const. Unit U.P. Jal Nigam
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Should a bidder find discrepancies or omissions in this RFP and related documents, the bidder should immediately notify the employer of such potential discrepancy in writing, and a written addendum will be mailed or delivered to each bidder if clarification is determined necessary by the employer. Each bidder requesting an interpretation will be responsible for delivering such requests in writing to the employer designated representative.

In the event that there are conflicting requirements among the Agreement and the Appendices, the most stringent provision shall apply, unless clarified in writing by employer. Bidders are responsible for reviewing and becoming familiar with all available documents pertaining to the system and for performing the services under the terms and provisions of the Agreement.

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अनूपसहर

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नगर विभाग सहरानपुर

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नगर पालिका परिषद
अनूपसहर

अधिकांश अधिकारी
नगर पालिका परिषद, 6th Circle
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पिलखुवा (मा० बाद)

अधिकांश अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
जल विभाग
नगर विभाग सहरानपुर

अधीनस्थ अधिकारी
प्रथम मण्डल, उ०प्र० जल निगम
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3. Procurement Process

3.1. Procurement Schedule

A Summary of the schedule for the major activities for SGRCA's procurement process is presented below.

DATE	ACTIVITY
23-03-2018	Issue RFP/ Bid Document
28-04-2018 (11:30 AM)	Pre-Bid Meeting
24-03-2018 (10:00 AM) to 22-04-2018 (5:00 PM)	Due diligence/Bidder site visit, and Visit to the Data Room at SGRCA office or visit to O/o Engineer in Charge, Jal Nigam/ Nagar Nigam to Collect and See the records.
19-07-2018 (12:00 Hrs)	Submission of Bid/Bid due date
19-07-2018 (12:30 Hrs)	Opening of Technical Bid
16-08-2018 (13:30 Hrs)	Opening of Financial Bid

Employer reserves the right to modify any or all of the above-dates.

3.2. Employer Rights and Options

This RFP constitutes an invitation to Bidders to submit Bids to Employer. Without limitation, Employer reserves and holds, at its sole and absolute discretion, the following rights and options:

1. To waive any technicalities or immaterial irregularities in the Bids.
2. To prepare and issue such amendments and/or addenda to this RFP prior to dead line of submission of bid that may expand or cancel any portion or all work described in this RFP without the substitution of another RFP.
3. To request clarifications of Bidders.
4. To reject any or all Bidders.
5. To postpone or change the date for receipt of Bids or any other deadlines and dates specified in the RFP.
6. To issue subsequent RFPs, to conduct investigations with respect to the information provided by each Bidder, and to hold public meetings for consideration of the merits of any or all Bids.

3.3. Pre-Bid Meeting

A Pre-Proposal meeting for this RFP will be conducted on the date specified in Section above, at the place as per Clause 3.1, ITB of Section II.

Attendance at the Pre-Bid meeting is strongly encouraged but not mandatory. Interested Bidders are to notify the SGRCA Office at Specified Address in RFP.

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जल कल विभाग
नगर निगम मुरादाबाद

Superintending Engr
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
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नगर निगम मुरादाबाद

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3.4. Inspection and Bidder Access

In accordance with the procurement schedule in Clause 3.1, ITB, inspection and Bidders access to the System shall be made available to all Bidders upon request to the Employer in accordance with the provisions of this RFP. Bidders must submit requests to visit the System no later than date specified in Clause 3.1, ITB, and no site visits will be conducted after date specified in Clause 3.1, ITB of RFP. No unscheduled visits of the System shall be permitted.

3.5. Interpretations

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Bidders. The Employer requires that all communications and requests for information and clarifications be made in writing and directed to:

The Project Director
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. – Fax. 0522-2235542, e-mail: apd@sgrca.org

Responses to all questions and requests for information will be provided to all Bidders. No questions or requests for additional information will be accepted less than ten calendar days prior to the date of Bid submission set forth in Section 3.1, ITB of RFP. Any and all such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP.

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3.6. Personal Investigation

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Bidders to this RFP shall satisfy themselves through personal investigation and by such other means as may be deemed necessary, concerning the conditions which may affect delivery of the proposed Services as well as their cost. No information derived from any part of this RFP or from the Employer shall relieve the bidder from any risk or from fulfilling the provisions of the Agreement. Details are being provided in bid documents only as preliminary reference document by the way of assistance to the bidders who are expected to carry out their own surveys, investigations and other detailed examination of project before submitting their bids.

The Employer requires the successful bidder to assume responsibility for the Services/works based on the condition of the System "as-is-where-is". Bidders are strongly encouraged to make all inspections and review all available and relevant data and information, prior to the submission of Bids, which are necessary in their judgment to undertake this responsibility.

3.7. Cost of Bid and Participation in Procurement Process

The Employer accepts no liability for the costs and expenses incurred by the Bidders with any activities performed in connection with this entire procurement process, including preparing the Bids, preparing responses for clarification, attending interviews, participating in contract development and technical/financial work sessions, conducting due diligence investigations, and/or attending meetings and presentations required for the contract approval process. Each

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जल उन्नयन विभाग

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नगर पालिका परिषद

पलखुवा (गा. बाद)

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Bidder that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from Employer or the respective Municipal Corporation / local bodies / Concerned Department for the costs and expenses associated with the procurement process.

3.8. Interviews & Meetings, Presentation of Bidders

The Bidders may be invited to appear before the Employer, its representatives, for an interview & Meetings. During such interview & Meetings, the Bidder may be required to orally and otherwise present its Contractor profile and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as the Employer deems appropriate. Bidders will be notified in advance of the time and format of such meetings.

3.9. Confidential Information

Financial statements, Bids and other business confidential information may not be subject to disclosure, if such information constitutes "trade secrets" as defined therein. If a Bidder desires certain information to be protected from disclosure as a trade secret, a Bidder should clearly identify such information, place such information in a separate envelope appropriately marked, and submit such information with its Bid. Such information shall be retained by the Employer in confidence, shall only be viewed by the Employer and its employees and consultants having a "need to know", and shall be returned to all unsuccessful Bidders, or will be destroyed, upon award or the termination or withdrawal of the Bid. If such information is sought to be disclosed, the Employer will afford notice to the party or parties whose information is being sought so that each has an opportunity to dispute disclosure in a court of law at such party's sole cost and expense. The Employer shall protect information from disclosure or refuse to disclose such information unless it (i) is already known; (ii) is in the public domain through no wrongful act of the Employer; (iii) is received by the Employer from a third party who was free to disclose it; (iv) is properly disclosable under law; or (v) is required to be disclosed by a court of law.

3.10. Qualification Requirements

Technical Capacity:

- (a) Bidders shall have experience in construction OR operation & maintenance of secondary sewage treatment plant of which one Plant is comparable in size, type and technology (Process) to any one of the largest capacity of Plant in the zone OR Minimum 1 STP of 1/3 of total capacity of STPs of Zone OR 2 STP of total capacity of 1/6 of Total Capacity of STPs of Zone. Experience in operation, maintenance and management of secondary sewage treatment plant should be for minimum 1 year.

- (b) Bidders shall have experience in construction OR operation & maintenance of Sewage treatment including EITHER pump stations and rising mains OR interceptors. Minimum two most recent projects (Capacity not less 60 MLD each) that demonstrate the Bidder's

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पिलखुवा (गा० बाद)

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ability to successfully implement the approaches outlined in the RFP. Experience of each Project Should be of minimum 1 year.

(c) Bidders shall have Experience in sludge handling, digestion, dewatering, transportation and disposal. Minimum three most recent projects (Capacity not less 60 MLD each). Experience of each Project Should be of minimum 1 year.

(d) Bidders shall have experience in construction OR operation & maintenance of sewage treatment plant as under: -

अधिशारी अधिकारी नगर पालिका परिषद साहणपुर	Work of similar nature during last 7 years (FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11)
	Single work of 80% of Estimated Cost put to tender OR Two works of 60% Each of Estimated Cost put to tender OR Three works of 40% Each of Estimated Cost put to tender

Financial Capacity:

h) Bidders shall demonstrate the ability to provide a Performance Guarantee of 5% of the Contract value (Service Fee comprising a Service Fee Fixed Component and a Service Fee Variable Component for Contract Period of 10 Years in accordance with the RFP).

(i) Deleted

Similar Works: - "Similar Works Stands for construction OR operation & maintenance of sewage treatment plant as required in Qualification Requirements."

"Construction means- Civil Construction including E&M (Electrical & Mechanical) works, installation, testing and commissioning of sewage treatment plants."

"Most Recent Projects Means - Projects (FY 2016-17, FY 2015-16, FY 2014-15, FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11).

Submission in support of financial capacity:

(i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) (FY 2016-17, FY 2015-16, FY 2014-15) financial years.

(ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) (FY 2016-17, FY 2015-16, FY 2014-15) years preceding the year for which the Audited Annual Report is not being provided.

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साहणपुर

अधिशारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गांव बाद)

प्रथम मण्डल, उच्च न्यायालय
महाराष्ट्र (महाराष्ट्र)
General Manager
Const. Unit U.P. Jal Nigam
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(iii) The Bidder must establish the Positive Net Worth (FY 2016-17) as specified in Clause 3.10, ITB.

A Certificate issued by practicing Chartered Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.

OR

Audited Balance Sheet along with Profit & Loss account.

3.11. Bid Evaluation Criteria

Bids will be evaluated in accordance with the procedures and criteria described in the RFP for the ultimate purpose of determining the Bid that is most advantageous to the Employer. The Bids will be evaluated by the Employer's Evaluation Committee. The Evaluation Committee will consist of five members comprised of representatives from the SGRCA, the Municipal Corporation / Local Body and an outside SGRCA designated representative. The Evaluation Committee will make a recommendation to the Employer and the Employer will make the final approval of the Bid of eligible bidder. The Evaluation Committee will be supported by the Employer's legal and technical advisors.

"The Bids will be evaluated by the Bid Evaluation/Tender Committee based on the Evaluation Criteria described in the RFP."

3.11.1. Financial Criteria

The Bids will be evaluated on the Service Fee Fixed Component, Service Fee Variable Component and Pass through Costs. The cost-effectiveness of the Bids will be based on the net present value of the Service Fee Fixed Components. Since variable costs related to incentives and pass through items cannot be determined at the time Bids are received, such variable costs will not be considered as part of the cost-effectiveness analysis. Bidders should Bid their Best pricing in the Bid.

Financial Bid, Volume II Will be Opened of Substantially responsive/ Qualified Bidders at e-tender portal only.

3.11.2. Technical Criteria

Under this technical criterion, Employer will consider the quality and value of each Bid relative to:

The evaluation that all required services, including labor, operating expenses, maintenance, repair, replacement and improvement, chemicals, sludge disposal, materials and supplies, customer service, etc. are adequately addressed in the Service Fee Fixed Component;

The feasibility of the approach proposed for addressing all measurable performance standards.

The Bidder's approach to operating, maintaining and managing the System, including frequency of maintenance activities, reasonableness of management structure, staffing plan and coordination of disciplines, reasonableness of wage scale and benefits package, and demonstration of protection of the environment.

General Manager

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गजियाबाद

नगर पालिका परिषद

पुलखुवा (गा० बाद)

महाप्रबन्धक (जल)

जल विभाग

नगर निगम गजियाबाद

अधीक्षक अभियंता नगर पालिका निदेशक

नगर पालिका निदेशक

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3.11.3. Experience Criteria

The Bidders will be evaluated based on its experience and qualifications in providing the proposed Services on other projects including the number and size of sewage treatment facilities, sewage collection systems; and qualifications (i.e. education, training, registration or licensing) of the proposed staff and availability of key disciplines.

This criterion will be consider the Bidder's experience with implementing advanced technologies as described in Clause 2.1, ITB.

3.11.4. Business Criteria

Under this criterion, Employer will consider the proposed approach and commitment to achieve the objectives outlined in this RFP. This criterion will consider the following:

The quality of the Bids regarding the specific approaches for addressing and improving customer service issues.

Favourableness to the Employer of the business and risk position taken by the Bidder in response to the Agreement and overall business terms requested by the Employer in this RFP.

4. Bid Requirements

4.1. Submission Requirements

4.1.1. Bid Format

Bidders must provide the appropriate information in accordance with the content and format requirements set forth in this RFP. Bids must be bound and must consist of the following sections:

- 1.0 Bids Transmittal Letter
- 2.0 Executive Summary
- 3.0 Qualifications
- 4.0 Technical Bid
- 5.0 Financial Bid
- 6.0 Bid Forms and affidavits

Appendices (as needed)

Bids are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Bidder to organize the information required by this RFP as outlined may result in the Employer, at its sole and absolute discretion, deeming the Bid non-responsive to the requirements of the RFP.

As noted in this RFP, the Employer is soliciting Bids for a 10-year Term upto 5-year renewal term options.

Bids by Corporations must be executed in the corporate name by the president or vice president authorized to sign, and the corporate seal must be affixed and attested by the secretary. The

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नगर निगम साहयपुर

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नगरपालिका परिषद, मुजफ्फरनगर

अधिकासी अधिकारी

अधिकासी अधिकारी नगर पालिका परिषद लोनी पिलखुवा (गा० बाद)
गाजियाबाद

अधिकासी अधिकारी

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corporate address must be shown below the signature. Bids by partnerships must include the official business address of the partnership and the state/country of organization must be shown below the signature.

4.1.2. Bid Submission and Deadline

Technical Bid is to be submitted in sealed packages addressed to:

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. – Fax. 0522-2235542, e-mail : apd@sgrca.org

The package should state "Bid of Long-term for the Operation, Maintenance and Management of the Systems and Sewer Network in Zone, -----, NIT no -----/ Package -----" All Bids must be complete with all requested information, data and attachments. Any Bid received at any other location will remain unopened and will be returned to the Bidder.

All Bids must be delivered to and be received by the SGRCA office at the aforementioned address no later than 12:00 p.m. on the Bid Submission Date indicated in Clause 3.1, ITB of this RFP. Any Bid received after that time will remain unopened and will be returned to the Bidder.

4.1.3. Number of Copies

One original Bid (Technical Bid, Volume I) must be also submitted in Hard Copy. All Bids must be complete, with all requisite information, data and attachments.

Technical Bid, Volume I and Financial Bid, Volume II must be uploaded in e-tender Portal.

4.2. Bid Contents

Bidders must provide the appropriate information in accordance with the content and format requirements set forth in each of these submission sections.

4.2.1. Bid Transmittal Letter

The Bid must include one fully-executed Bid Transmittal Letter (Form 1) as provided in Clause 5.1, ITB of RFP.

4.2.2. Executive Summary

The Bidders shall submit a summary detailing the key aspects of the Bids. This section should include a clear statement of the Bidder's understanding of the RFP and the contract requirements, and how the Bidders intends to meet the performance requirements. Bidders are cautioned not to use the Executive Summary to condition their Bid. The Executive Summary shall not exceed ten (10) typed pages.

4.2.3. Qualifications

The Bidder shall provide the following qualification information as Part of Technical Qualification:

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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नगर पालिका परिषद लोनी
गाजि: 64

सहायक (जल)
जल कल निगम
नगर निगम

अधीनस्थ अधिकारी
प्रथम मण्डल, उ०प्र० जल निगम
मेरठ।

Experience and References

The Bidder shall demonstrate its experience, including reference verifications for the evaluation pursuant to Clause 3.0 of RFP. The Bidder should provide detailed information describing its three most recent projects that demonstrate the Bidder's ability to successfully implement the approaches outlined in the RFP and Agreement and effectively provide the services that the Employer is requesting. The Bidder shall specifically address sewage treatment systems, including sewage treatment plants and collection systems (i.e., pump stations, interceptors, sanitary and combined sewers, etc.). The Employer may, at its discretion, contact clients on this list to discuss the Bidder's performance.

A brief description of three of these projects shall be provided, including the history of operation, current status, and a description of the Bidder's specific involvement in these projects. For each of the projects identified, provide the following information:

Name and location.

Client and Employer.

- The names, titles, telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the Employer for each system identified.
- The names, titles, and telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the Bidder for each system identified.
- Applicability and relevance of referenced system.
- Description of systems and processes operated and maintained by Bidder including size, capacity, staffing and average flows.
- Revenue and expenses budget.
- History of operations, including start-up date and years of service.
- Description of the computer systems operated and the extent of automated systems at this facility.
- Duration of contract(s) and number of renewals, if applicable.

The Bidder shall provide additional relevant experience pertaining to the following areas relating to the Agreement services to amplify the relevant experience: regulatory compliance, sludge treatment and disposal.

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Financial Security
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The Bidder shall submit financial information of the Company for the Services. Specifically, the following financial information shall be provided:

Evidence of ability to provide security from Bidder's financial institution.

Annual audited financial reports for each of the last three fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP) and all relevant notes.

4.2.4. Technical Bid

This section of the Bid must present the technical aspects of the Bidder's plan to meet all performance requirements for the engagement.

General Manager

Const. Unit U.P. Jal Nigam

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गजियाबाद

अधीक्षक अभियंता

प्रथम मण्डल, लोनी बाईपास
मेरठ।

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Operation and Maintenance Requirements

The Bidder's approach for addressing all operations, maintenance and management requirements shall be described. The following provides an outline for this section of the Bid with specific emphasis placed on the listed approaches for the performance of Services in accordance with the Agreement.

4.1 System Operations Strategy

- Operation and management of the System, including methods and procedures.
- Maximizing System efficiency and performance.

4.2 STP Operation & Maintenance Approach

- Maintenance, repair, and replacement of the Plants as outlined in the Agreement, which is part of the Service Fee Fixed Component.
- Asset management approach for maintenance of STP equipment and structures and benchmarking maintenance performance.
- Chemicals usage and effective odor control management.
- Sludge management services that optimizes sludge production, treatment and disposal services. If the Bidder plans to install sludge dewatering or other system(s) to optimize sludge treatment and minimize sludge disposal costs, the Bidder shall describe in detail such proposed sludge management system(s). All costs associated with the proposed sludge dewatering or treatment system(s) shall be included in the Service Fee Fixed Component.
- Energy management services to maximize efficiencies and employ energy conservation measures.
- Inventory management of consumable supplies required for operation and maintenance of System.
- Laboratory sampling, testing, and analysis in accordance with quality control plan.
- Records/data management and preparation of reports to obtain, manage and maintain all permits necessary for the operations of the System and in accordance with regulatory and governmental requirements and Consent Agreements and Consent Orders requirements. Provision of monthly reports and other reports required in the Agreement.
- Supervisory Control and Data Acquisition (SCADA) installation and its maintenance.
- Buildings and grounds maintenance, janitorial services, pest control, etc.

4.3 Collection System Operations & Maintenance

- Asset management approach for maintenance of collection system equipment.
- Inspection, cleaning and routine maintenance of the Collection System.
- Repair and replacement approach of the Collection System, including pipe repairs and pipe replacement subject to the Collection System Replacement Fund.

- Sewer overflows and backups response approach to investigate and mitigate overflows.
- Energy management to maximize efficiencies and employ energy conservation measures.
- Inventory maintenance of consumable supplies.
- Software management and utilization to record Collection System assets and maintenance work and creating and updating the GIS systems.
- Buildings and grounds maintenance, janitorial services, pest control, etc.

4.4 Performance

- Compliance with Performance Standards and all environmental regulations.
- Performance monitoring documentation to facilitate contract administration including all items required in the Agreement as well as changes submitted by Employer.

4.6 Potential Sludge Digestion and Cogeneration Project

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Provide description of issues that would need to be addressed if such a facility were to be constructed. Considerations could include, but not limited to, impact of digester effluent on treatment processes, hauling of sludge, beneficial use and disposal options for digested sludge, and any other operation related issues.

All required Services to be included in the Service Fee Fixed Component set forth in the Agreement including performance-based specifications provided in the RFP/Appendices and may not be specifically addressed within the above list.

Labor Requirements

The technical portions of the Bids shall address the Bidder's approach for all organizational, administrative, staffing, and training issues. Information shall be provided on how the Bidders will address all utility functions including, but not limited to, management, operation, maintenance, regulatory compliance, finance, human resources, Management Information System (MIS), customer services, engineering services, repair and replacement functions, etc. Bidders shall provide an organization chart. The qualifications of key staff shall be provided, along with their specific roles and responsibilities. In particular, the Bidder shall identify key staff designated responsibility for each Plant and the Collection System.

The Bidder shall specifically detail the experience and qualifications, including a full resume, of the proposed project manager for the System in the zone. The project manager shall have 10 years of operation experience with sewage treatment facilities and collection systems. The project manager is required to be the principal contact for the Agreement. The project manager shall have the authority to direct activities as required by the Agreement and as notified by the Employer. The Bidder shall recognize that any changes to the project manager are subject to review and approval by Employer. The Employer may notify the Contractor and require that the project manager be removed from the Employer project and replaced by a qualified individual.

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in accordance with the Agreement. Such removal is based on the project manager's failure to manage the project in accordance with the Agreement.

Bids shall describe how employees will be trained, certified (as applicable), and given the opportunity for advancement. Specific emphasis shall be placed on how the proposed programs will improve operations and enhance environmental compliance. The costs for training and certification programs shall be included in the proposed Service Fee Fixed Component.

4.2.5. Business/Financial Bid

This section must present and separately address the business and financial aspects of the Bids, as noted below:

Project Guarantee Commitment

The Bidder shall describe how it plans to guarantee all requirements of the RFP and the Agreement for the System. The Bidder shall provide a commitment from the Management of the Company or the financial institution (if required) as identified in the response to the RFQ, as amended.

Service Fee

Bidders are to review the RFP to fully understand the Service Fee formula. The Service Fee Fixed Component for the Bid shall include all items (i.e., operation, maintenance and management fee, insurance, etc.) set forth in the RFP. The Service Fee Fixed Component shall remain in effect through the first anniversary of the Commencement Date. Thereafter, the Service Fee Fixed Component shall escalate by 5% for each subsequent Contract Year on cumulative basis. The Bidder shall complete and submit Bid Form on Line at e-tender Portal only.

Financial Information

Bidders shall submit the following information in addition to the financial information submitted in Section 4.2.3, which will be considered when evaluating financial qualifications:

1. Complete copies of annual audited financial statements, including all notes thereto for the most recent three years for the company.
2. Contingent liability, bankruptcies, and litigation.
3. Bank references for the Project Guarantee.

5. Bid Forms

To be deemed responsive to this RFP, Bidders must provide the information requested in Section 4 of this RFP and complete all Bid Forms contained in this section. The Bid Forms must be signed by the appropriate individual(s) of the Bidders authorized to commit to the proposed Services. All Bid Forms are to be completed in ink or be typewritten.

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जल एवं विप्रथम मण्डल, उ०प्र० जल निगम
नगर निगम, साहयवादा मेरठ।

The required Bid Forms are outlined below and provided in this section. Electronic files of the Bid Forms may be downloaded from tender Portal:

Bid Form 1	Bid Transmittal Letter
Bid Form 2	Bidder Information
Bid Form 3	Project Guarantee Acknowledgement
Bid Form 4	Service Fee Fixed Component
Bid Form 5	Surety Letter of Intent (Operations Performance Bond)
Bid Form 6	Bank Letter of Intent (Letter of Credit)
Bid Form 7	Insurance Company Letter of Intent
Bid Form 8	Labor Commitment Acknowledgements

5.1. Bid Transmittal Letter

The Employer must receive one fully-executed bid Transmittal Letter (Bid Form 1) from the Bidder acknowledging that the Bidder has completely reviewed and understands and agrees to be bound by the requirements of the RFP.

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The Bid Transmittal Letter and all attachments thereto must be signed by a representative of the Bidder who is empowered to sign it and to commit the Bidder to the obligations contained in the Bid. The Certificate of Authorization, which shall be included as Attachment 1 to the Bid Transmittal Letter, must also be submitted with the Bid. If the Bidder is a partnership, the Bid Transmittal Letter must be signed by one or more of the general partners. If the Bidder is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Bid Transmittal Letter as an agent must file with its legal evidence of his or her authority to execute such Bid Transmittal Letter. The Bid Transmittal Letter shall include the following attachments:

- Attachment 1 - Certificate of Authorization
- Attachment 2 - Project Team Member List

5.2. Bidder Information

Bidders will provide contact information, and certify its related history and legal standing. The form must be signed by the appropriate individual of the Bidder authorized to contract for the proposed contracted services.

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Bidders must indicate on Bid Form 2 the names of any officers, directors, members and Employers who own more than 5 percent Employer ship interest in the proposing entity or any other member of the project team. Each Bidder should be required to execute a statement that it has no conflicts of interest, has not been debarred from public contracting in any jurisdiction within the previous 5 years, that none of its officers, directors, members or Employers holding more than a 5% Employer ship interest has been charged with, pled guilty to or been convicted of a crime punishable by more than 1 year in prison or a fine in excess of Rs.10,000 related to its business operations or otherwise adversely affecting the integrity of its business or the fairness or legality of its business practices.

5.3. Project Guarantee Acknowledgement

The Project Guarantee will be required in the form set forth in the Agreement, in which it will irrevocably, absolutely and unconditionally guarantee all obligations of the Company under the Agreement. The Contractor shall submit Bid Form 3 (Project Guarantee Acknowledgment) signed by an officer of its Project Employer demonstrating its willingness to execute the Guarantee Agreement. A Certificate of Authorization (Attachment 1 to the Project Guarantee Acknowledgment) attesting to such authorization must also be submitted with the Project Guarantee Acknowledgment. If the Project Guarantee is a partnership, the Project Guarantee Acknowledgment must be signed by one or more of the general partners. If the Project Guarantee is from a corporation, an authorized officer shall sign his or her name to the Project Guarantee Acknowledgment and indicate his or her title beneath the full corporate name.

5.4. Service Fee

The Bidder shall complete/upload Service Fee Fixed Component in Bid Form 4 at e-tender Portal only. All items to be contained in the Service Fee Fixed Component are set forth in the Agreement, including all insurance costs and requirements. The Service Fee Fixed Component shall remain in effect through the end of Contract Year 1, in accordance with the Agreement. Thereafter, the Service Fee Fixed Component shall escalate by 5% on Cumulative basis as defined in the Definitions section of the Agreement for each subsequent Contract Year.

5.5. Required Surety and Letter of Credit- Bid Form 5 & 6 deleted.

Bank Guarantee against Performance Security as per clause 32/33 of the instructions to bidders (Section-II), has to be submitted by Contractor, there is no need to submit Surety letter and letter of Credit from Bank. Contractor will submit specific undertaking and letter from Statutory Auditor that Contractor is capable and shall meet required all fund requirement by its own Sources for performance of Contract in the Contract Period.

5.6. Required Insurance- Bid Form 7 deleted.

Required insurances shall be taken by contractor as per clause 34/35 defined in Section IV, Clause 13, Conditions of Contract.

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8th Circle

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नगर पालिका परिषद लोनी

General Manager

गान्धियाबाद

Constable and Higher
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प्रथम मण्डल, नगर पालिका परिषद
मेरठ।

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पिलखुवा (गा० बाद)

महाप्रबन्धक (जल)
जल नगर विभाग
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5.7. Labor Commitment Acknowledgement- Bid Form 8 deleted.

Contractor Shall abide with Labour Regulations and Statutory Provisions (Section IV, Clause 58, Conditions of Contract and Contract Data) as mentioned in Bid Documents.

5.8 Each bidder must upload the scanned copies of all Bid documents along with the submission of online bidding.

Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

5.10 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from State/Central Government work etc.
- (iii) Tampered the bid document in any manner.

5.11. One Bid per Bidder

Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause such bids to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense. He may contact O/o the Project Director, SGRCA in this regard.

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad
General Manager
Const. Unit U.P. Jal Nigam
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जल विभाग
नगर त्रिभुवन गाजियाबाद

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Bidding Documents (On line)**8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed below and addenda (if any) issued in accordance with RFP:

Volume- I: - Technical Bid

SECTION I.	NOTICE INVITING TENDER
SECTION II.	INSTRUCTIONS TO BIDDERS
SECTION III.	FORM OF BANK GUARANTEE, AGREEMENT & LOA
SECTION IV.	CONDITIONS OF CONTRACT & CONTRACT DATA
SECTION V.	SCOPE OF WORK AND TECHNICAL PARAMETERS
SECTION VI.	IMPLEMENTATION MANUAL AND MAINTENANCE INTERVENTION LEVELS

Volume - II:- Financial Bid

1.0. Financial Bid (Should be filed in the prescribed format given in the bid document online at e-tender Portal only)

Bidders will be required to quote Item wise Service Fee Fixed Component.

If anywhere in the RFP document, something given different in this regard, the only above condition will prevail.

8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, specifications, scope of work, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarifications on Bid Documents

9.1 A prospective Bidder requiring any clarification on the bid documents may notify the Employer in writing or by cable ("cable" includes facsimile) or through e-tender portal at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be hosted on website or which are required in the opinion of the Employer including a description of the enquiry, but without identifying its source.

General Manager

9. **U.P. Jal Nigam**
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The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the Office of O/o Project Director, SGRCA as specified in RFP.

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नगर पालिका परिषद
सहारनपुर

अधिसूची अधिकारी
नगर पालिका परिषद
पलखुवा (गा० बाद)

अधिसूची अधिकारी
नगर पालिका परिषद लोनी

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9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.

9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be posted without delay on website. Any modifications of the bid documents listed in Clause 8.1, ITB which may become necessary as a result of the pre-bid meeting or which are required in the opinion of the Employer shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10, ITB and not through the minutes of the pre-bid meeting.

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on e-tendering portal. Bidders are advised to keep them self-update of all the addendums issued on e-tendering portal by daily checking the e-tendering portal and, SGRCA does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect any relevant addendum.

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

11. Language of Bid

11.1 All documents relating to the Bid shall be in English.

12. Documents Comprising the Bid

12.1 The e-bid submitted by the bidder shall be in two separate parts. Part-I This shall be named Technical Bid and shall comprise of information as per Clause 4, ITB, Section II of RFP. Part-II, It shall be named Financial Bid and to be submitted on e-tender Portal only.

12.2 Documents to be submitted in physical form must reach the SGRCA, Lucknow by on or before Bid Due Date(s).

The scanned copies of following documents is required to be uploaded during submission of e-bid on the e-tendering portal, As per clause 12.1 above, however, following documents in physical form shall be submitted in a sealed envelope by 12.00 Hrs on or before the date of submission of bid and addressed to the addressee given in the NIT duly super scribed "Name of Work, NIT No/Package, Bid Due Date and Time". Name and address of the bidder should also be indicated on the envelope.

A. EMD/Bid Security

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नगर पालिका परिषद लोनी
गान्जियाबाद
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager

U.P. Jal Nigam Moradabad

अधीनस्थ अधिकारी

नगर पालिका परिषद

लोनी पलखुवा (गा. बाद)

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महाप्रबन्धक (जल)

जल कल विभाग

नगर निगम गान्जियाबाद

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- B. Bid Document Fee Copy of Acknowledge for Tender Submission
- C. Proof of submission of Tender Processing Fee, if required
- D. -Written Power of Attorney of the signatory (whose digital signature certificate is used during e-tender submission) of the bidder to commit the bid.
- E. Affidavit duly notarized (Clause 36, ITB Section II, as per the format Affidavit A1).
- F. Original experience certificate or notarised copy of certificate duly signed by authorized signatory.
- G. Bid Forms (Clause 5, ITB, Section II) and Undertakings (Qualification Information, Clause 36, ITB, Section II) of this document.
- H. All Documents as per Qualification requirements as per Clause 3.10, ITB, Section II.

Note: Employer may seek clarifications from bidders regarding above documents, if required.

12.3 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
SECTION I.	NOTICE INVITING TENDER
SECTION II.	INSTRUCTIONS TO BIDDERS
SECTION III.	FORM OF BANK GUARANTEE, AGREEMENT & LOA
SECTION IV.	CONDITIONS OF CONTRACT & CONTRACT DATA
SECTION V.	SCOPE OF WORK AND TECHNICAL PARAMETERS
SECTION VI.	IMPLEMENTATION MANUAL AND MAINTENANCE

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1, ITB, Section II based on the Financial Bid submitted by the Bidder.

13.2 The bidder shall quote bid prices on appropriate format enclosed as part of tender document on e-tender portal. The items for which no rate or price is entered by the Bidder will be required to be executed free of cost and shall be deemed covered under the other rates and prices in the Financial Bid Form 4 quoted.

13.3 All duties and taxes including Corporate Income Tax, Personal Tax etc. and other Cess/levies (excluding GST) shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

The Contractor shall comply with all applicable laws of the Central and State governments and any other law for the time being in force including the GST Law. The Employer will not be responsible for any dispute that may arise in connection with the contract.

महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम साहयानपुर

नगर पालिका परिषद
पलखुवा (गाँव/बाद)

अधीक्षण
प्रथम मण्डल, उ०प्र० जल विभाग
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Contractor and any state or Central Government Department. e. g. Authorities dealing with EPF, ESI, Labour laws, Service Tax and Income Tax etc. or any local body.

The GST as per actual will be borne by the employer but it is to be paid by the bidder/ Contractor to Concerned Authority which will be reimbursed by the employer. The bid quote should be exclusive of GST.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment except provided in RFP.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

16. Earnest Money / Bid Security/ Forfeiture/ Debarment

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security in the amount as specified in the NIT in the form of Bank Guarantee/ Bank Fixed Deposit Receipt (FDR) and must be drawn in favour of "Uttar Pradesh Rajya Ganga Nadi Sanraksha Yojana" payable at Lucknow.

16.2 The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee / Bank Fixed Deposit Receipt (FDR) only (the other form will not be acceptable) of any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest annual report of the bank must be in the name of Employer. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. Any bid having bid security for lesser value and shorter validity period shall be treated as non-responsive.

A. Bank Guarantee or Bank FDR receipts, in the name of the Employer, from following banks would be accepted:

- State Bank of India or its subsidiaries
- Any Indian Nationalised Bank
- IDBI / ICICI Bank
- A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
- Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Annual Report of the Bank.

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the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

B. The acceptance of the guarantees shall also be subject to the following conditions:-

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (presently 9, with effect from 31st March, 2003.).
- ii. The bank guarantee issued by a Co-operative Bank shall not be accepted.
- iii. The bank guarantee should contain the following -

"This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security.

16.7 In case of forfeiture of bid security, the bidder shall also be debarred from participation in SGRCA works for a period as decided by SGRCA or minimum of 1 year whichever is higher.

17. Alternative Proposals by Bidders

17.1 Bidder shall submit offers that fully comply with the requirement of the Bidding Documents. Conditional offer or alternate offer will not be considered further in the process of evaluation and the bid will be declared non-responsive.

18. Format and Signing of Bid

18.1 The Bidder shall submit e-bid comprising of the documents as described in Clause 12 of the ITB.

The documents to be submitted in the physical form along with fees security shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing

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अधीक्षक (जल)
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the bid. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid

19. Marking of Bids

19.1 The documents to be submitted in physical form as per clause 12.2 of ITB shall be submitted in a sealed Envelope superscripted as "Documents in Physical Form" at the top left corner.

In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in physical form shall prevail over the documents submitted through online process.

20. Deadline for Submission of Bids

20.1 Complete e-Bid to be uploaded on e-tender portal before due date and time. The envelope containing "Documents in physical form" must also be received by the employer at the address given below not later than the date and time indicated in the NIT. In the event of specified date for the submission of documents in physical form being declared a holiday for the employer, the same will be received up to the specified time on next working day.

The Bidder shall ensure that the complete e-Bid is uploaded on e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal. The Bidder is further required to submit documents in Physical Form on or before the Bid Due Date and before the time of submission as specified in NIT, at the following address:

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. - Fax. 0522-2235542, e-mail: apd@sgrca.org

अधिसूचना महाप्रबन्धक (जिला)
नगर पालिका परिषद, सिमरन सहारनपुर
सहारा
Superintending
8th Circle
U.P. Jal Nigam Moradabad

In the event of the specified date for the submission of documents in Physical form being declared a holiday for the Employer, the same will be received up to the specified time on the next working day.

20.2 The employer may extend the dead line for submission of bids by issuing an amendment in accordance with clause 10, in which case all rights obligations of the Employer and the bidders previously subject to original deadline will then be subject to the new deadline.

20.3 Employer assumes no responsibility for inability of a bidder to submit bids through Employer's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". Employer shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

21. Late Submission of Document in Physical Form

21.1 Any document in physical form if received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder and also the e-bid submitted by such bidder shall not be considered.

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Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जिला)
नगर पालिका परिषद
नगर 142, साहारा

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नगर 142, साहारा

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time as prescribed in Clause 20.
- 22.2 DELETED.
- 22.3 No bid may be modified after the deadline for online submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 shall result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may modify the prices of their bids before deadline of online submission of bid.
- 22.6 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

23. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in Notice Inviting Tender (NIT). 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

23.1 The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.

23.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

23.4 (i) The bids accompanied with valid bid security, bid document fee, Tender processing fee will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 2.1.

(ii) Deleted

(iii) Deleted

(iv) As soon as possible, the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

23.5 The Employer shall inform the bidders, whose technical bids are found responsive, the date, time and place of opening of the financial bids. The bidders, so informed, or their representative, may attend the meeting of opening of financial bids.

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Superintending
U.P. Jal Nigam Moradabad

अधीक्षक अधिकारी

अधीक्षक अधिकारी
नगर पालिका, महराजपुर

General Manager

Constable, U.P. Jal Nigam

नगर पालिका परिषद

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अधीक्षक अधिकारी

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महराजपुर

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23.6 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, pursuant to clause 22 and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

25. Clarification of Bids and Contacting the Employer

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in RFP
- (b) the required documents in physical form submitted by the bidder as well as the documents uploaded by the bidder are in order; and
- (c) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings etc.

27. Correction of Errors

27.1 Financial bids determined to be substantially responsive will be checked by the Employer for any Arithmetic errors. Errors will be corrected by the employer as follows:

- a) Where there is a discrepancy between the rates in figures and words, the rate in words will govern.

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अभिजासी अधिकारी

नगर पालिका परिषद, मुजफ्फरनगर

अभिजासी अधिकारी

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महाप्रबंधक (जल)

जल नगर निगम

नगर निगम साहयबाद

General Manager

Const. Unit U.P. Jal Nigam

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27.2 The amount stated in the financial bid will be corrected by the employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the bid will be rejected, and the Bid Security shall be forfeited in accordance with the sub clause 16.6.

28. Evaluation and Comparison of Financial Bids

28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

28.2 In evaluating the Bids, the Employer will determine for each bid the evaluated bid price by adjusting the Bid price after making any correction for errors pursuant to Clause 27.

28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's/Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the financial Bid Form, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 be increased and an additional performance security may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the additional increased performance security as decided by the Employer shall be final, binding and conclusive on the bidder.

29 Price Preferences- Deleted

30. Award Criteria

30.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

31. Employer's Right to accept any Bid and to reject any

31.1 Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject 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 Employer's action.

32. Notification of Award and signing of agreement

32.1 Within 21 (twenty one) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 5 (Five) percent of the Contract Value {Annual accepted bid Price X 10 (Period of Contract)}, valid for the period of 1 year plus 3 (three) Months plus additional security (if any) for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract. The BG validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date. Performance Bank Security /Guarantee will be renewed on yearly basis upto Contract Period after 10 (Ten) years Plus 60 (sixty) days after the expiry of defect liability period.

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

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नगर पालिका परिषद, विजयवाड़ा

अधिसूचना अधिकारी
नगर पालिका परिषद लोनी
महाराष्ट्र

नगर पालिका परिषद
पलखुवा (गोवा)

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32.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of RFP.

32.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

32.4 Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33. Performance Security

33.1 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Bank as specified in case of earnest money / bid security.

33.2 Failure of the successful bidder to comply with the requirement of sub-clause 33.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security and debarment for a period as specified in clause 16.7.

34. Mobilization Advance

34.1 Mobilization advance (Interest free) of 10% (Percent) of annual Contract Price shall be paid to the Contractor on submission of non-revocable and unconditional Bank Guarantee for an amount equal to 110% of the Mobilization Advance from a Nationalized Bank / Scheduled Bank as per the enclosed Performa subject to conditions given hereunder. This advance shall be paid for 1st year of OM&M period only in two installments as follows:

i) First Installment of fifty percent of total mobilization advance shall be paid after fulfillment of the following conditions:

a) Submission of Performance Guarantee.

b) Signing of the agreement.

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

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ii) Second installment of Fifty percent of total mobilization advance will be paid after the setting up of Site office, laboratory, Stores, Providing facilities, Utilities, Chemicals, mobilization of manpower, plant & equipment etc. to the satisfaction of Employer/Engineer.

अधीनस्थ अधिकारी

34.2 The Mobilization Advance shall be recovered on monthly installment basis @ 10% per month of Mobilization Advance. The installments shall commence when 10 % (12 Months) of the scheduled contract period has elapsed and fully recovered before when 20 % (24 Months) of scheduled contract period is over, both from date of start. (The month of start & completion of recovery of mobilization advance to be rounded off to nearest full month).

अधीनस्थ अधिकारी

नगर पालिका परिषद सोनी

34.3 At any point of time, if the Contractor's payable amount on account of work/services done is not available with Employer or the amount payable is less than the recovery installment, recovery of such advance shall be effected by encashing the BG of equivalent recovery amount.

The decision of Employer in this regard shall be final and binding on the Contractor. The validity period for the BGs shall be till three months after the end of the 24 months of Contract Period.

General Manager
Const. Unit U.P. Jal Nigam

अधीनस्थ अधिकारी

SAHARANPUR

नगर पालिका परिषद

मिलखुवा (गा० बाद)

अधीनस्थ अधिकारी

प्रथम मण्डल, उ००० जल निगम

146

मेरठ।

महानगरपालिका (नगर)
जल निगम विभाग
नगर निगम पाजिकावाड

अधीनस्थ अधिकारी

नगर पालिका निवेदन

81

34.4 In case recovery of Mobilization Advance is delayed, interest shall be charged @12% (Twelve percent) per annum on delayed recoveries due to late submission of bills by the Contractor or due to delayed encashment of Bank Guarantee, as stated above or due to any other reasons whatsoever.

34.5 Contractor is required to furnish the Utilization Certificate for each installment of mobilization advance to the satisfaction of Employer/Engineer. Second installments of mobilization advance shall be released only after getting satisfactory utilization certificate from the Contractor of earlier released 1st installments. Satisfactory utilization certificate of Second installments of mobilization advance shall be submitted by the Contractor within 10% of Contract Period.

35. Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time to bid for any work with SGRCA, if it at any time determines that the Firm has engaged in corrupt or fraudulent practices in competing for the Contract for in its execution.

The employer requires the bidders/ contractors to strictly observe the ^{Supervising} and corruption enforced in India, namely, Prevention of corruption Act, 1988.

U.P. Jal Nigam Moradabad

35.1 The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Employer may reject any bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

35.2 Without prejudice to the rights of the Employer under Clause 35 hereinabove, if a bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Employer during a period of 2 (two) years from the date such bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

35.3 For the purposes of this Clause 35, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the bidding process or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer) shall be deemed to constitute influencing the actions of a person connected with the bidding process, engaging in any

manner whatsoever, whether during the bidding process or after the award or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Works, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Works;

(b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;

(c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

(d) "Undesirable practice" means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the bidding process.

36. Bidders should upload the scanned copy of the following affidavits/ undertakings as per formats enclosed hereinafter & also send original copy of Affidavit/Undertakings: -

- (i) Affidavit (it should be on stamp paper attested by Notary Public)
Undertaking regarding minimum investment of cash towards working capital.
Undertaking that the Bids shall remain valid for the period specified in Clause 15.1.

अधिसारी अधिकारी
नगर पालिका परिषद
अनूपशहर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिसारी अधिकारी
नगर पालिका परिषद, बिछौरी

अधिसारी अधिकारी
नगर पालिका परिषद
मोरादाबाद

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसारी अधिकारी

नगर पालिका परिषद

अधिसारी अधिकारी

नगर पालिका परिषद लोनी
गर्जियाबाद

अधिसारी अधिकारी
नगर पालिका परिषद
(पलखुवा (गा० बाद)

Manager
Jal Nigam

महाप्रबन्धक (जल)

प्रथम मण्डल, उ०प्र० जल निगम
मेरठ

अधिसारी अधिकारी
नगर पालिका परिषद
मोरादाबाद

Ref: Clause 12.2, ITB, Section II

AFFIDAVIT (A1)

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work State/ Central Govt. Department or it's undertakings nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by SGRCA to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SGRCA and within the prescribed time.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

अधिकांशी अधिकारी
नगर पालिका परिषद
अनूपनगर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

To be notarized by Notary

अधिकारी अधिकारी
नगर पालिका परिषद, किलली

अधिकांशी अधिकारी
नगर पालिका परिषद
अनूपनगर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांशी अधिकारी
नगर पालिका परिषद, अनूपनगर

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
पिन. खुवा (गा. बाद)

महाप्रबन्धक (जल)
जल क. निगम प्रथम मण्डल, उ.प्र. निगम
नगर निगम सहारनपुर

अधिकांशी अधिकारी
नगर पालिका परिषद, किलली

नेरठ।

Ref: Clause 36, ITB, Section II

UNDERTAKING (U1)

I, the undersigned do hereby undertake that our firm M/s _____
 _____ would invest a minimum cash up to 50% of the value of the
 work during implementation of the Contract towards the working capital.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

अधिसूची अधिकारी

अधिसूची अधिकारी
नगर पालिका परिषद
साहारनपुरमहाप्रबंधक (जल)
नगर विभाग साहारनपुरSuperintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसूची अधिकारी

नगरपालिका परिषद पंडितपुर

अधिसूची अधिकारी
नगर पालिका परिषद लोनी
गाजियाबादअधिसूची अधिकारी
नगर पालिका परिषद
पिछुवा (गा० बाद)महाप्रबंधक (जल)
नगर विभाग, उ००० जल नगरी
मेरठ।
नगर 150 गाजियाबाद

Ref: Clause 36, ITB, Section II

UNDERTAKING (U2)

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

अधिसारी अधिकारी
नगर पालिका परिषद
राजपुर

अधिसारी अधिकारी महाप्रबन्धक (जल)
नगर निगम सहारनपुर

Superintending Eng-1981
8th Circle
U.P. Jal Nigam Moradabad

अधिसारी अधिकारी
नगर पालिका परिषद, टिखत

अधिसारी अधिकारी
नगर पालिका परिषद

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिसारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बा०)
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसारी अधिकारी
नगर पालिका परिषद

अधीक्षण अधिकारी
प्रथम मण्डल, उ०प्र० जल निगम
मेरठ।

Ref: Clause 36, ITB, Section II

UNDERTAKING (U3)

I, the undersigned do hereby undertake that our firm M/s _____ agree to provide and will deploy required equipment as mentioned in the appendix to ITB of the work _____.

Further it is certified that the documents submitted as an evidence of availability of the key equipments for this work as stated in the Appendix to ITB, are genuine and correct. If anything contrary to this detail as submitted is found at any state SGRCA would be at liberty to debar/blacklist my firm for an appropriate period s decided by SGRCA.

(Signed by an Authorized Representative of the Firm)

Name of the Representative _____

(Seal of the Company)
Name of Firm _____

DATE _____

अधिशारी अधिकारी
नगर पालिका परिषद
साहयपुर

अधिशारी अधिकारी
महाप्रबन्धक (जल)
नगर पालिका परिषद नगर निगम सहयपुर
अहमदाबाद

अधिशारी अधिकारी
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिशारी अधिकारी
नगर पालिका परिषद साहयपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिशारी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधीक्षण
प्रथम मण्डल, सहयपुर
मैरठा.

अधिशारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

(Refer ITB, Clause 3.10)

(A) Format for Work performed as Prime Contractor

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed

* Upload certificate(s) from the Employer (to be given by an officer at the rank of Executive Engineer or equivalent) & also supply original or certified copy Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकासी अधिकारी
नगर पालिका परिषद, मुरादपुर

अधिकासी अधिकारी
नगर पालिका परिषद सोनी
गाजियाबाद

अधीक्षण अधिकारी
प्रथम मण्डल, उ०० नगर निगम
मुरादपुर

अधिकासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

[illegible]

* Upload certificate (s) from the Engineer(s)-in-Charge of the rank of Executive Engineer or equivalent & also supply original or certified copy of certificate in physical form envelope.

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

अधिकांश अधिकारी

महाराष्ट्र पत्रिका

अधिनासी अधिकासी

जनर पालिका परिषद

अधिकांश अधिकारी

नगर पालिका परिषद् सोनी

गजियाबाद

General Manager

Const. Unit U.P. Jal Nigam

SAHARANPUR

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नमः किञ्च योज्यावाद्

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांश अधिकारी
पुलिस परिसर, मुजफ्फरनगर

अधिनासो अधिकाणी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

अधिकाारी
नगर पालिका परिषद लोनी
गजियाबाद

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अधीक्षक जलविभागा
प्रधान मण्डल, १०००० जल विभाग
नगर निगम, राजियाबाद
155 मेरठ।

(D) Format for Qualification and Experience of Key Personnel/Personnel required for administration and execution of the Contract, Upload biographical data for technical personnel

Position	Name	Qualification	Total Professional Experience (Years)	Experience in the proposed position (Years)
Project Manager				
Deputy Project manager				
Lab Technician				
Supervisor (Civil)				
Supervisor (Electrical/Mechanical)				
Electrician				
Pump Contractor/Plant Contractor				
Electrician Helper				
Others				

Note : The detailed and signed CV's of the Key Technical Personnel, signed by the key personnel himself, must be uploaded along with the bid. The name and educational qualification of other personnel should be given. Non compliance of the above or non furnishing of the CV as above or conditional deployment of any of the above personnel or proposal to employ lesser number of personnel than above shall make the bid non responsive and financial bid shall not be opened.

~~संविधान संशोधन~~
~~नया संविधान संशोधन~~
~~अनुच्छेद~~

अविद्याजी अविद्याजी
नगरपालिका परिषद
चनपुर

सचिवजी का कार्यालय
नगर पालिका, बल्लभपुर, जिला-...

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

सहायक (जल)
नगर निगम, सहायक

अधिनामो अश्रिनागे
नगर पालिका परिषद
पिलखुवा (गा० बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांश अधिकारी
पालिका, मण्डल, मंत्रालय

अभिज्ञासी अधिकारी
नगर पालिका परिषद् लोनी
गाजिदाबाद

अधीक्षण अधिकारी
प्रथम मण्डल, चण्डी प्रखण्ड
नमर 156, सावित्रीबाई
मेरठ।

Ch 91
LAW OFFICE
OF THE DISTRICT ATTORNEY
GENERAL

(E) Format for Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

अधिकांश अधिकारी
नगर पालिका परिषद
सहस्रपुर

अधिकांश अधिकारी
नगर पालिका परिषद
सहस्रपुर

महाप्रबन्धक (जल)
नगर निगम सहस्रपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांश अधिकारी
नगर पालिका परिषद, सिद्धपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHASPUR

अधिकांश अधिकारी
नगर पालिका परिषद सहस्रपुर

अधिकांश अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिकांश अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

महाप्रबन्धक (जल), अधीक्षण निरीक्षक
जल नगर निगम प्रथम मण्डल, उदा. नगर निगम
नगर पालिका परिषद मेरठ।

92

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network**

**Bid Form 1
Bid Transmittal Letter**

(To be typed on Bidder's Letterhead)

[Date]

Project Director,
SGRCA ,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. – Fax. 0522-2235542, e-mail: apd@sgrca.org

Dear:

_____ (the "Bidder") hereby submits its Bid in response to the Request for Proposals for Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network issued by the SGRCA as amended, (the "RFP") on _____, as amended.

As a duly authorized representative of the Bidder, I hereby certify, represent and warrant, on behalf of the Bidder team, as follows in connection with the Bid:

- The Bidder acknowledges receipt of the RFP and the following addenda:

No.

Date

- The submittal of the Bid has been duly authorized by, and in all respects is binding upon, the Bidder. Attachment 1 to this Bid Form is a Certificate of Authorization that evidences my authority to submit the Bid and bind the Bidder.

महानगरपालिका (जल)
नगर निगम सहायक
अधिकारी
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसूचना अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बा. १०)

अधिसूचना अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महानगरपालिका (जल)
जल निगम सहायक
नगर निगम सहायक
158

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3. All Project Team Members identified to date are identified in Attachment 2 to this Bid Form.
4. The Bidder's obligations under the Agreement will be guaranteed absolutely and unconditionally by _____, as evidenced by the Project Guarantee Acknowledgment certificate submitted as Bid Form 3. Attachment 1 to Bid Form 3 is a Certificate of Authorization, which evidences the signer's authority to submit the Project Guarantee Acknowledgment certificate and enter into a Guaranty Agreement with Employer.
5. The operations performance bond as security for performance of the Agreement, will be provided by _____, as evidenced by such Surety's letter of intent submitted as Bid Form 5.
6. The letter of credit as security for performance of the Agreement, will be provided by _____ (or another banking institution as evidenced by such banking institution's letter of intent submitted as Bid Form 6, if such a letter is requested by the Employer.
7. The Required Insurance required by the Agreement will be provided or brokered by _____, as evidenced by such insurance company's letter of intent submitted as Bid Form 7.
8. All information and statements contained in the Bid are current, correct and complete, and are made with full knowledge that Employer will rely on such information and statements in selecting the selected Bidder and executing the Agreement.
9. The Bid has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
10. Neither the Bidder, nor any Project Team Member is currently suspended or debarred from doing business with any governmental entity.
11. The Bidder has reviewed all of the engagements and pending engagements of the Bidder, and no potential exists for any conflict of interest or unfair advantage.
12. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Bidder.

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकासी अधिकारी
महाप्रबन्धक (नगर) पालिका परिषद सोनी
नगर निगम सहारनपुर

अधिकासी अधिकारी
नगरपालिका परिषद मुजफ्फरनगर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

महाप्रबन्धक (पालिका)
नगर निगम सहारनपुर

13. The principal contact person who will serve as the interface between Employer and the Bidder for all communications is:

NAME:
TITLE:
ADDRESS:
PHONE:
FAX:
E-MAIL:

14. The individuals who will be the Bidder's key technical and legal representatives are set forth below:

Technical Representatives:

NAME:
TITLE:
ADDRESS:
PHONE:
FAX:
E-MAIL:

Legal Representatives:

NAME:
TITLE:
ADDRESS:
PHONE:
FAX:
E-MAIL:

15. The Bidder has carefully examined all documents constituting the RFP and addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Bid, all for the price set forth in the Bid Forms.

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अभिभासी अधिकारी

महाप्रबन्धक (जल)
नगर निगम साहारनपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अभिभासी अधिकारी
नगर पालिका परिषद
लोनी (गा. बाद)
गान्धियाबाद

अधीक्षक नगर निगम
प्रथम मण्डल, उ०प्र० जल निगम
मेरठ।

Name of Bidder

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

On this _____ day of _____, 201--, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

(seal)

Notary Public

अधिकाारी अधिकारी
(Name printed) नगर परिषद
साहानपुर

अधिकाारी अधिकारी
नगर पालिका परिषद, तिलवाडी

-Sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकाारी अधिकारी
नगर पालिका परिषद
साहानपुर
General Manager
Const. Unit U.P. Jal Nigam
SAHANPUR

अधिकाारी अधिकारी
नगर पालिका परिषद लोनी

अधिकाारी अधिकारी
नगर निगम साहानपुर

अधिकाारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

Attachment 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Secretary of _____, a corporation duly organized and existing under and by virtue of the laws; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Bid submitted by the corporation in response to the Request for Proposals for Operation, Maintenance and Management of the System issued by the SGRCA on _____, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 201_____.

(Affix Seal Here)

Secretary.

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Bid. Bidders shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the country.

महाराष्ट्र सरकार (जल)
नगर निगम साहयपुर

अधिकांशी अधिकारी
नगर निगम साहयपुर, विजयपुर

अधिकांशी अधिकारी
नगर निगम साहयपुर

अधिकांशी अधिकारी
नगर निगम साहयपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर निगम साहयपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHAYPUR

अधिकांशी अधिकारी
नगर निगम साहयपुर

अधिकांशी अधिकारी
नगर निगम साहयपुर

अधीनस्थ अधिकारी
प्रथम मण्डल, साहयपुर

महाराष्ट्र सरकार (जल)
नगर निगम साहयपुर

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Attachment 2

PROJECT TEAM MEMBER LIST

Name of Project team (if any): _____

Names and roles of Bidder, Sub-contractors and all other Project team members identified to date:

NAMEROLE

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अध्यासी अधिकारी
महाप्रबन्धक (जल)
अध्यासी अधिकारी निगम सहारनपुर
नगर पालिका परिषद
सहारनपुर

अध्यासी अधिकारी
नगर पालिका परिषद, मुन्नाबाद नगर

अध्यासी अधिकारी
नगर पालिका परिषद लोनी
मुजियाबाद

महाप्रबन्धक (जल)
जल काय विभाग
नगर निगम मुजियाबाद

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अध्यासी अधिकारी
नगर पालिका परिषद
पलखुवा (गा० बाद)

Ch 98

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network**

Bid Form 2

Bidder Information

ALL BIDS, DOCUMENTS AND QUALIFICATIONS SUBMITTED TO THE SGRCA WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Bidder: _____

Person signing this form: _____

Title: _____

Phone Number: () _____

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the SGRCA is entitled to rely thereon:

1. Business is (check one)

a corporation

a general partnership a

a limited liability company

sole proprietorship other

a limited liability partnership

2. Business Address: _____

3. State of incorporation or organization:

अधिसारी अधिकारी
नगर पालिका परिषद
समपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसारी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

महाप्रबन्धक (जल)
जल सं. विभाग
नगर निगम साहिब

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिसारी अधिकारी
नगर पालिका परिषद
प्रतापगढ़ (ग. नद.)

अधिसारी अधिकारी
नगर पालिका परिषद
गाजियाबाद

अधिसारी अधिकारी
प्रथम मण्डल, उ०प्र० जल वि. नि.
मेरठ।

99
अधिसारी अधिकारी
नगर पालिका परिषद
लखनऊ

4. What other trade names does the Bidder use, if any?

5. (a) Identify all officers, directors, managing or general partners, or managing members.

Name	Address	Title

(b) Identify officers, directors, members and Employers of 5% or more interest in the proposing entity or any other member for the project team:

Name	Address	Title

अधिकांशी अधिकारी

नगर पालिका परिषद, विपरीत

अधिकांशी अधिकारी
नगर पालिका परिषद

अ.प.स.स.स.

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद, समुद्र

महाप्रबंधक (जल)
नगर विभाग, सहारनपुर

अधिकांशी अधिकारी

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

नगर पालिका परिषद, मृदुपकरनगर

अधिकांशी अधिकारी
नगर पालिका परिषद, लोनी
गजियाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
पिहखुवा (गा. बाद)

महाप्रबंधक (जल)

नगर विभाग

नगर विभाग गजियाबाद

अधीक्षण अधिकारी
प्रथम मण्डल, उ०प्र० जल निगम
मेरठ।

Ch 100

नगर पालिका निदेशक
नगर पालिका निदेशक

6. Identify all sub-contractors to which the Business intends to give 5% or more of its total, sub-contractor work on this contract.

Name of sub-contractor

Contact

7. Identify any parent organization of the Bidder.

Parent's name _____, a

a corporation

a general partnership

a limited liability company

a sole proprietorship

a limited liability partnership

other _____

State of Incorporation or organization: _____

अधिकांशी अधिकारी
नगर पालिका हरिद्वर, पिछवाड़ी

sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका
समथपुर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (पा० बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांशी अधिकारी

नगर पालिका परिषद, मुरादपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
गाजियाबाद 101

अधिकांशी अधिकारी
प्रथम मण्डल, उ००० जल निगम
मेरठ।
नगर निगम गाजियाबाद

8. Has the Bidder, its parent organization, or any of their respective officers, directors, Employers, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, or otherwise admitted to:

Yes No

- a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?
- b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property
- any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor?
- c) to a violation of any State or Central antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?
- d) the fraudulent, criminal or other seriously improper conduct.
- e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?
- f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?
- g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

अधिकांशी अधिकारी
नगर पालिका परिषद
मोरादाबाद

अधिकांशी अधिकारी
उपर पालिका परिषद, विखुवा
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद
मोरादाबाद

महाप्रबंधक (जल)
नगर निगम मोरादाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
मोरादाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
विखुवा (गा. बा.)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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अधिकांशी अधिकारी
नगर पालिका परिषद
मोरादाबाद

EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Bidders shall identify each case within the last five (5) years where:

A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under an Agreement for the operation and maintenance of a wastewater treatment plant, or any municipal contract;

Any Authority or other entity terminated a written Agreement with the Bidder concerning the operation and maintenance of sewage treatment plants; or

Administrative fines, liquidated damages, or other penalties were deducted from the Bidder's payments under a contract for the operation and maintenance of sewage treatment plants. For each case identified, the Bidder must describe the basic facts concerning the case and its current status.

Any case or proceeding brought within the last ten years by the Securities Exchange Board of India that involves the Bidder, any parent corporation, subsidiary, affiliated business entity, or any Employer or officer of the Bidder.

10. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE SGRCA. _____ (Initial)

11. Read and initial as true at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE. _____ (Initial)

Dated: _____

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

Name: _____

Title: _____

duly-authorized _____

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

महाप्रबन्धक (जल)
नगर निगम साहयपुर

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

अधिकांसी अधिकारी
नगर पालिका परिषद
साहयपुर

महाप्रबन्धक (जल)
जल नगर निगम
नगर निगम साहयपुर

अधिकांसी अधिकारी
प्रथम मण्डल, उज्जैन जिला
गैरठ।

Ch 103

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network
Bid Form 3**

Project Guarantor Acknowledgement

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. - Fax. 0522-2235542, e-mail: apd@sgrca.org

Dear:

The undersigned hereby represents to the SGRCA that if _____ (the "Bidder") is awarded the Agreement for the Bid submitted for the Request for Proposals for Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network (the "RFP") issued by the SGRCA on -----, as amended, the Guarantor agrees to fully and unconditionally guarantee all obligations of whatever kind or nature of the Bidder to SGRCA. Those matters which the undersigned will guarantee shall include, but shall not be limited to the following:

All financial, payment, and performance obligations of the Bidder under the Agreement to be executed by the Company and SGRCA.

All obligations of the Bidder to operate maintain and manage the Sewage System and Sewer Network in accordance with the Agreement.

All indemnification obligations of the Bidder to SGRCA for any claims, losses, damages or liabilities arising out of any acts or omissions of the Bidders, its agents, contractors, subcontractors, and employees, in performing the Services, in accordance with the Agreement, including but not limited to (1) operating, maintaining, and managing the System and providing customer services; and (2) treating wastewater to meet the performance requirements included in the Agreement.

The undersigned acknowledges that (s)he has reviewed the Form of Guaranty Agreement, and agrees that _____ (the Guarantor) will execute such Guaranty Agreement concurrently with execution of the Agreement.

Sincerely yours,

Authorized Representative

Name of Firm

अभिषेकी अधिकारी
नगर निगम पालिका
अनूपशहर

अभिषेकी अधिकारी
नगर पालिका परिषद, दिल्ली

-sd-
Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबंधक (जल)

नगर निगम सहारनपुर

अभिषेकी अधिकारी
नगर पालिका परिषद
पलखुवा (गा० बाद)

अभिषेकी अधिकारी
नगर निगम पालिका
अनूपशहर

अभिषेकी अधिकारी
नगर पालिका परिषद लेनी
गाजियाबाद

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PROJECT GUARANTEE CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Guaranty Acknowledgment submitted by the corporation as part of the _____ (the Bidder's) response to the Request for Proposals for Operation, Maintenance and Management of the System and Sewer Network issued by the SGRCA on _____, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____ 201--.

(Affix Seal Here)

Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed the Guaranty Acknowledgment as part of the Bid. Bidders shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the country.

अधिसूचनी अधिकारी
नगर पालिका परिषद, विजयवाड़ा

-sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसूचनी अधिकारी
नगर पालिका परिषद
जयपुर

अधिसूचनी अधिकारी
नगर पालिका परिषद
जयपुर

General Manager
U.P. Jal Nigam
SARANPUR

अधिसूचनी अधिकारी

महानगरपालिका (जल)

नगर पालिका सहायक नगर

अधिसूचनी अधिकारी
नगर पालिका परिषद
विजयवाड़ा (गो. बा.द.)

General Manager
Water Control Unit
JAL NIGAM

अधिसूचनी अधिकारी

नगर पालिका परिषद, लोनी

महानगरपालिका (जल)

अधिसूचनी अधिकारी

नगर पालिका सहायक नगर

विजयवाड़ा

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network
Bid Form 4**

(To be Submitted on e- tender portal only)

Bill of Quantity

Name of Bidder-.....

QUOTED COST FOR SERVICE FEE FIXED COMPONENT		
Sl No	ITEMS	COST (Rupees per year)
1	Labor (including labor costs such as EPF and other benefits)	
2	Operating Expenses (supplies, materials, diesel etc.)	
3	Utilities	
4	Chemicals	
5	Maintenance, Repair and Improvement of STPs (including MPS, SPS, IPS, Pump Station equipment, Rising Mains and other facilities)	
6	Maintenance, Repair and Improvement of Sewer Network / Collection System (including pipelines, manhole, Sewer Network and other structures)	अध्यक्षकारी अधिकारी नगर पालिका परिषद, सिविली
7	Sludge Hauling, Management, Residuals Management and Disposal	Superintending Engineer 8th Circle
8	Laboratory Costs (including establishment of all equipments, operation and testing)	U.P. Jal Nigam Moradabad
9	Insurances	
10	Professional Services	अभिज्ञानी अधिकारी
11	Legal Services	अभिज्ञानी अधिकारी
12	All Other/ Miscellaneous works/services	
Total Service Fee Fixed Component (Rupee per Year)		

Notes: Followings will be integral Part of Financial Bid.

(a) The Service Fee Fixed Component shall remain in effect through the first anniversary of the Commencement Date. Thereafter, As specified in Clause 2.8, Instructions to Bidders, Section II, the Service Fee Fixed Component shall escalate by **5% Per Year on Cumulative Basis** in accordance with the Agreement. The Agreement outline all costs that must be included in the Service Fee Fixed Component.

(b) As specified in Clause 2.8, Instructions to Bidders, Section II, The Contractor shall make an annual deposit of Rs. 2 Crore (subject to annual increase **Cumulative Basis**) in equal monthly installments to fund Major Rep. Unit of the U.P. Jal Nigam Moradabad.

अभिज्ञानी अधिकारी
नगर पालिका परिषद लेनी
साहयबाद

अध्यक्षकारी अधिकारी
नगर पालिका परिषद
पलखुवा (गा. बाद)
प्रथम मण्डल, उ०. नगर पालिका,
मैरठ।

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System (exclusive of and not including Major Replacement of Collection System), exclusive of Company labor costs and profit.

(c) As specified in Clause 2.8, Instructions to Bidders, Section II, The Contractor shall make an annual deposit of Rs. 5 Crore (subject to annual increase at 5% on Cumulative Basis) in equal monthly installments to the Collection System Replacement Fund to fund Major Replacement of the Collection System (including Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, and Rising Mains), exclusive of Company labor costs and profits, and sewer cleaning, closed circuit television (CCTV) inspection costs, catch basin cleaning, and other maintenance services.

(d) All costs are in Rupees and quoted for per year.

(e) Operating Expenses includes supplies, materials, diesel etc. All utilities and Chemicals, exclusive of electricity. Electricity Charges will be borne by Employer.

(f) Insurance costs includes all Insurances in accordance with the Agreement.

(g) All Other/Miscellaneous Costs represents all costs for the Services/Works required in accordance with the Agreement.

अधिकारी अधिकारी
नगर पालिका परिषद
साहपुर

अधिकारी अधिकारी
नगर पालिका परिषद
साहपुर

अधिकारी अधिकारी
नगर पालिका परिषद, दिल्ली-०

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकारी अधिकारी
महाप्रबन्धक (जल) नगर पालिका परिषद
साहपुर

अधिकारी अधिकारी
नगर पालिका परिषद
साहपुर

अधिकारी अधिकारी
नगर पालिका परिषद
पलखुवा (गा० बाद)

General Manager
Control Unit U.P. Jal Nigam
SAHARPUR

अधिकारी अधिकारी
नगर पालिका परिषद
साहपुर

अधिकारी अधिकारी
प्रथम मण्डल, साहपुर जल निगम
172 मीटर।

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अधिकारी अधिकारी
नगर पालिका परिषद
साहपुर

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network**

Bid Form 5

**Surety Letter of Intent
Operations Performance Bond**

(to be typed on Surety's Letterhead)

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. – Fax. 0522-2235542, e-mail: apd@sgrca.org

Dear:

_____ (the "Bidders") has submitted herewith a Bid in response to the Request for Proposals for Operation, Maintenance and Management of the Sewage Treatment System and Sewer System and Sewer Network issued by SGRCA as amended, (the "RFP"), dated _____. The RFP requires the selected Bidder to enter into the Agreement for the services described in the RFP, if the Bidder is determined to be the selected Bidder and is approved for execution of the Agreement.

The Surety has reviewed the Bidder's Bid that will form the basis of the Agreement. The Surety hereby certifies that it intends to issue on behalf of the Bidder, as security for performance of the Services required under the Agreement, an Operations Performance Bond in an amount equal to annual amount of the then-current Service Fee Fixed Component to be renewed annually for the Agreement Term for the benefit of the SGRCA in the event the Bidder is selected for final execution of the Agreement.

Name of Surety

अधिकासी अधिकारी
नगर पालिका परिषद, कलकत्ता

Name of Authorized Signatory

Signature

Superintending Engineer
8th Circle

महानगरपालिका (जल)
नगर निगम सहायनगर P. Jal Nigam Moradabad

अधिकासी अधिकारी
नगर पालिका परिषद, समथर

अधिकासी अधिकारी

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिकासी अधिकारी
नगर पालिका परिषद
बलखुदा (गा. बाद)

महानगरपालिका (जल)

नगर निगम सहायनगर

अधिकासी अधिकारी

मेरठ

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**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network
Bid Form 6**

Bank Letter of Intent

Letter of Credit

(to be typed on Bank's Letterhead)

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. - Fax. 0522-2235542, e-mail: apd@sgrca.org

Dear:

_____ (the "Bidder") has submitted herewith a Bid in response to the Request for Proposals for Operation, Maintenance and Management of the Sewage Treatment System issued by the SGRCA, as amended, (the "RFP"), dated _____. The RFP requires the selected Bidder to enter into an agreement to perform all services described in this RFP and the Agreement.

The Bank has reviewed the Bidder's Bid which will form the basis of the Agreement. The Bank hereby certifies that, if the SGRCA elects to require such security, it intends to issue on behalf of the Bidder, as security for performance under the Agreement, a direct payment letter of credit equal to 50% of the annual Service Fee Fixed Component to remain in effect throughout the term of the Agreement for the benefit of the SGRCA in the event the Bidder is selected for final execution of the Agreement.

Name of Bank

Name of Authorized Signatory

Signature

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

Title

अभिजास (अधिकारी)
नगर पालिका परिषद लोनी अग्रिमसी अधिकारी
साहिबगढ़ नगर पालिका परिषद
पिन्डुवा (गा. बा.)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network

Bid Form 7

Insurance Company Letter of Intent

(To be typed on Insurance Company's Letterhead)

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. - Fax. 0522-2235542, e-mail: apd@sgrca.org

Dear:

_____ (the "Bidder") has submitted herewith a Bid in response to the Request for Proposals for Operation, Maintenance and Management of the Sewage Treatment System and Sewer Network, issued by the SGRCA, as amended, (the "RFP"), dated _____. The RFP requires the selected Bidder to enter into an Agreement for the services described in the RFP, if the Bidder is determined to be the selected Bidder and is approved for execution of the Agreement.

The Insurance Company has reviewed the Bidder's Bid which will form the basis of the Agreement. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the RFP in the event the Bidder is selected by the SGRCA's Selection Committee for approval and execution of the Agreement.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

Superintendent Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद, मुजफ्फरपुर

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
पिबुडा (गा. बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

**Operation, Maintenance and Management
of the Sewage Treatment System and Sewer Network**

Bid Form 8

To be typed on Insurance Company's Letterhead)

Project Director,
SGRCA,
2, Lal Bahadur Shastri Marg
Lucknow-226001, Uttar Pradesh
Tel. - Fax. 0522-2235542, e-mail: apd@sgrca.org

I, the undersigned do hereby undertake that our firm M/s _____
Commit to abide with Labour Regulations and
Statutory Provisions (Section IV, Clause 58, Conditions of Contract and Contract Data) as
mentioned in Bid Documents.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

अधिसूचना अधिकारी
उत्तर नगरिका परिषद, विजयवाड़ा

अधिसूचना अधिकारी
नगर पालिका परिषद
राजपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसूचना अधिकारी
नगर पालिका परिषद, पुष्पफरसगढ़

अधिसूचना अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

अधिसूचना अधिकारी
नगर पालिका परिषद
विजयवाड़ा (गो. बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसूचना अधिकारी
नगर पालिका परिषद
विजयवाड़ा (गो. बाद)

**(SECTION III)
FORMS OF
BANK GUARANTEES
LOA & AGREEMENT, ESCROW ACCOUNT**


अधिसूचक अधिकारी
नगर पालिका परिषद, डिहली

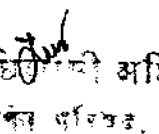

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad


अधिसूचक अधिकारी
नगर पालिका परिषद, डिहली


अधिसूचक अधिकारी
नगर पालिका परिषद, डिहली


महाप्रबंधक (जल)
नगर निगम सहायपुर


अधिसूचक अधिकारी
नगर पालिका परिषद
बिजबुवा (गा. बा.)


अधिसूचक अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर
अधिसूचक अधिकारी
नगर पालिका परिषद लोनी
गमजियाबाद

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General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR


अधीक्षक
प्रथम मण्डल, उ.प्र. नगर निगम
मेरठ

501
(Section III, Format 1)

FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS _____ (Name of tenderer)
(hereinafter called the tenderer) wishes to submit his tender for Operation, Maintenance and
Management of Sewage System and Sewer Network in the State of Uttar Pradesh, Zone
..... herein after called "the Tender" KNOW ALL MEN by these present that we
_____ (Name of Bank) of _____ (Name of country)
having our registered office at (_____) (hereinafter called the 'Bank')
are bound unto the "Project Director, State Mission for Clean Ganga -Uttar Pradesh" (hereinafter
called "the Employer") in the sum of the Rs. _____ (Rupees
_____) *for which payment can truly be made to the said
Employer. The Bank bind themselves, their successors and assigns by these present with the
common seal of the Bank this day _____ of _____ and undertake to pay the amount of
_____ Rs. _____ to the employer upon receipt of his first written demand
without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form
of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during
the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to
bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the instructions to
Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written
demand, without the employer having to substantiate his demand, provided that in his demand the
Employer will note that the amount claimed by him is due to him on the basis of any
one of the above conditions, specifying the occurred condition or conditions. **Superintending Engineer**
8th Circle

This guarantee will remain in force upto and including the date 45 days beyond the validity of the
bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time
prior to the closing date for submission of the Tenders Notice of which extension to the Bank is
hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before
the date of expiry of this guarantee.

"This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar
Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal
thereof shall be made available on demand. In the contingency of this guarantee being
invoked and payment there-under claimed, the said branch shall accept such invocation
letter and make payment of amounts so demanded under the said invocation."

General Manager

Const. Unit U.P. Jal Nigam
SARAHANPUR

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General Manager

Const. Unit U.P. Jal Nigam

SARAHANPUR

General Manager

Const. Unit U.P. Jal Nigam

SARAHANPUR

General Manager

Const. Unit U.P. Jal Nigam

SARAHANPUR

अधिका. अधिकारी

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर पालिका परिषद

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

नगर निगम सहायक (जल)

अधिका. अधिकारी

नगर पालिका परिषद लोनी

गाजियाबाद

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____ Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____ EMPLOYEE CODE NUMBER _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY) _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

अधिकासी अधिकारी
नगर पालिका परिषद, दिल्ली

-Sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अधिकासी अधिकारी
नगर पालिका परिषद
मन्पुर

अधिकासी अधिकारी
नगर पालिका परिषद
अन्तपुर

अधिकासी अधिकारी
महाप्रबन्धक (जल) नगर पालिका परिषद, मुद्राप्रबन्धन
नगर निगम सहायपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
जल विभाग
नगर निगम गाजियाबाद

अधिकासी अधिकारी
नगर पालिका परिषद
लखनऊ

अधीक्षक अभियंता
प्रथम मण्डल, लखनऊ

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Project Director,
State Mission for Clean Ganga -Uttar Pradesh
Plot no 18, Sector-7, Gomti Nagar Extension
Lucknow-226010, Uttar Pradesh
e-mail: apd@smgc-up.org

WHEREAS..... (name and address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Letter of Acceptance No. Dated to execute..... (name of Contract and brief description of Works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount 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 Contractor before presenting us with the demand.

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

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 Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

"This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

अभिज्ञानी अधिकारी

General Manager

Const. Unit U.P. Jal Nigam
SAHARANPUR

नगरपालिका परिषद, मुरादपुर

अभिज्ञानी अधिकारी
नगर पालिका परिषद

पिलखुवा (गां. बाद)

नगर निगम
नगर निगम
नगर निगम

अधीक्षक
प्रथम मण्डल, सं० १० जल निगम
मेरठ।

अभिज्ञानी अधिकारी
नगर पालिका परिषद, लोनी
गाजियाबाद

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ Branch Name of the Controlling Branch/Bank.....

Address & Telephone Number..... Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy)

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

अधिकांशी अधिकारी
नगर पालिका परिषद
समस्तपुर

महाप्रबन्धक (जल)
नगर निगम समस्तपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
अमरगढ़

अधिकांशी अधिकारी
नगर पालिका परिषद, बिजौरी

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद, 800000

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

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General Manager
Const. Unit U.P. Jal Nigam
SAMASTPUR

महाप्रबन्धक (जल)

अधीक्षक अभियंता

जल निगम

प्रथम मण्डल, समस्तपुर जिला

नगर निगम गाजियाबाद 181

मेरठ।

(Section III, Format 3)

FORM OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

To

Project Director,
State Mission for Clean Ganga -Uttar Pradesh
Plot no 18, Sector-7, Gomti Nagar Extension
Lucknow-226010, Uttar Pradesh
e-mail: apd@smgc-up.org

WHEREAS:

(A) [name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the Project Director, SGRCA, 2, Lal Bahadur Shastri Marg, Lucknow-226001, Uttar Pradesh, (hereinafter called the "Employer") for the "(Name of Work-.....)" on Operation, Maintenance and Management of Sewage System and Sewer Network in the State of Uttar Pradesh, subject to and in accordance with the provisions of the Agreement in accordance with the Clause 34, ITB of the Agreement the Employer shall make to the Contractor an interest free advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the Annual Contract Price; and that the advance payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a nationalized/scheduled bank for an amount equal to 110% (One hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. cr. (Rupees crore) (the "Guarantee Amount").

(B) We, ... through our branch at (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount.

Superintending Eng.
8th Circle

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and drafts as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Employer, under the hand of an officer, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further

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General Manager

Sanitation Control Unit

Lucknow

अध्यापक अधिकारी
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General Manager
Sanitation Control Unit
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लोनी

agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on****^s Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

General Manager

Const. Unit U.P. Jal Nigam, SAHARANPUR

महाप्रबन्धक (जल)

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General Manager
Water Control Unit
U.P. Jal Nigam

अधिशामी अधिकारी
नगर पालिका परिषद
पिलखुवा (गो. बाद)

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नगर पालिका परिषद लोनी,
गाजियाबाद

^s Insert date being 2 (two) years from the date of issue of this Guarantee in accordance with Clause 34 of the Agreement)

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Employer pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

अधिसारी अधिकारी

नगर पालिका परिषद, धिबड़ी

अधिसारी अधिकारी
नगर पालिका परिषद
साहानपुर

महाप्रबन्धक (जल)

नगर निगम साहानपुर

अधिसारी अधिकारी

नगर पालिका परिषद

साहानपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसारी अधिकारी

नगर पालिका परिषद, मुजफ्फरनगर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

अधिसारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)

नगर निगम साहानपुर

अधिसारी अधिकारी

प्रथम मण्डल, उन्नाव

नरद

अधिसारी अधिकारी

नगर पालिका परिषद

Format of the Escrow Agreement

(On Appropriate Stamp Paper.)

This Escrow Agreement (this Escrow Agreement) is entered into at {Place} on { date } by and AMONG:

State Mission for Clean Ganga (SMCG-UP) (formerly known as State Ganga River Conservation Agency), a statutory body constituted under the Environment (Protection) Act, 1986, with its registered office at 3rd Floor, Plot No 18, Sector 07, Gomti Nagar extension, Lucknow-226010 (hereinafter referred to as "SMCG"), which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

Contractor Name, a company organized, incorporate, registered and existing under the Company Act-----, with its registered office at ----- acting through Mr.-----, duly authorized by resolution dated----- (hereinafter referred to as the Contractor, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns).

AND

[Name of Escrow Bank], bank duly constituted in accordance with Applicable Laws and carrying on the business of banking in India as a Scheduled Commercial Bank, with its registered office at [address----] (hereinafter referred to as Escrow Bank) shall unless repugnant to the context or meaning thereof includes its successors and permitted assigns).

SMCG-UP, Contractor and the Escrow Bank are collectively referred to as Parties and individually as Party

WHEREAS:

- A. With a view to implement the long-term Operation, Maintenance and Management of Sewage Treatment System and Sewer Network in the state of Uttar Pradesh assigned by the order of Principal Secretary, Urban Development Department, GoUP vide letter no. 5483@ukS&5&2017&44lk@2017 fnukad 12 Qjoh] 2017, the SMCG, UP has decided to undertake the Operation, Maintenance and Management of STP along with its associated Infrastructure, and Sewer Network under Urban Development Department. For this purpose, SMCG-UP invited the Bid, selected the Contractor and awarded the work in compliance to approval accorded by Principal Secretary, Urban Development Department, GoUP vide letter no. 2319@ukS&5&2019&394lk@2018 fnukad 11 June 2017.
- B. SMCG-UP (On behalf of Employer) and Contractor executed Contract Agreement dated DD/MM/YYYY to implement the Operation, Maintenance and Management of Sewage Treatment System and Sewer Network (Agreement), which is annexed to this Escrow Agreement. During the period of performance of Contract agreement, Contractor has to undertake the work of Major Replacement for the System (STPs), and for Collection

General Manager
U.P. Jal Nigam
SAHARANPUR

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अभिषासी अधिकारी
नगर पालिका परिषद
पिलबुवा (गा० बाद)

सहस्रक

महाप्रबंधक (जल)
जल कल विभाग
नगर निगम

मध्य मण्डल, उ००० प.ल विभाग
मेरठ।

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अभिषासी अधिकारी
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गाजियाबाद

System (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) repair and replacement as proposed by Contractor and approved by Employer. This Escrow Agreement is effective and dedicated to fund realized and deposited by the Contractor against Major Replacement fund (Refer Clause 2.9, ITB, Section II) for the System and for Collection System repair and replacement only.

- C. In consideration of the Contract agreement, for Major Replacement works for the System and for Collection System during the Contract Period, Contractor is required to deposit fund in the 1st week of each month against these works in the Escrow Account on monthly Basis for 10 Years. On Successful Completion and its function of these works against Major Replacement for the System and for Collection System repair and replacement, Employer will pay/release escrow fund to Contractor.
- D. As per provision of the Contract Agreement, Employer and Contractor are required to enter into an escrow agreement with an Escrow Bank and Contractor is required to open an escrow account with such escrow bank to deposit the amount in equal monthly instalment for Major Replacement for the System and for Collection System repair and replacement payments.
- E. The escrow account shall be funded by Contractor in accordance with the terms of this Escrow Agreement and such account shall serve to secure Employer payment obligations towards the Contractor under the Contract Agreement.
- F. The Escrow Bank is willing to serve as an escrow bank in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The term which is used but not defined in this Escrow Agreement shall have meaning defined in the Contract Agreement.
- 1.2 In this Escrow Agreement, unless the context otherwise requires:
 - a) Any reference to a statutory provision shall include such provisions modified or re-enacted or consolidated from time to time.
 - b) The words importing the singular shall mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.
 - c) Heading in this Escrow Agreement are for convenience of reference only.
 - d) The reference to the word 'include' or to the phrase 'in particular', shall be construed without limitation.
 - e) Reference to any date or time of day are to Indian Standard Time and reference to day shall mean a reference to a calendar day; any reference to a month shall mean a reference to a calendar month; any reference to a year shall mean a reference to calendar year.
 - f) The reference to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as may be amended, varied, supplemented or novated, from time to time.

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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अभिजासो अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अभिजासो अधिकारी
नगर पालिका परिषद लोनी
गाजिया

नगर निगम गाजिया
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2.1 Appointment

- a. SMCG-UP and Contractor hereby appoint the Escrow Bank to serve as the escrow bank for the purposes of this Escrow Agreement and the Escrow Bank hereby accepts this agreement.
- b. Contractor hereby settles in trust with the Escrow Bank a sum of INR 5000 (Rupees Five thousand) The Escrow Bank has accepted the above account of INR 5000 (Rupees Five thousand) in trust declared and, subject to the terms condition in this Escrow Agreement, agreed to act as trustee for the benefit of the Contractor and SMCG-UP.
- c. The Escrow Bank shall held and safeguard the Escrow Account and any monies held therein, during the term of this Escrow Agreement. Escrow Account and monies deposited by Contractor with the Escrow Bank in trust in accordance with the provisions of this Escrow agreement, in performance its functions and duties under this Escrow Agreement, the Escrow Bank shall act as an agent of SMCG-UP and Contractor.

a. Within 5 days of the date of this Escrow Agreement, Contractor shall open a bank account with consent of SMCG-UP in the name of _____, which shall be an interest bearing, no lien account, denominated in Indian Rupees for the benefit of the Contractor (the **Escrow Account**).

- b. Immediately upon opening the Escrow Account the Escrow Bank shall provide details of the Escrow Account in writing to the Contractor and SMCG-UP including date of opening of the Escrow Account

of the Escrow Account
General Manager
Const. Unit U.P. Jal Nig
SARANPUR

अधिकाारी
नगर पालिका परिषद् लोनी
गान्ध्याबाद

अभिज्ञानी आश्रम
नगर नानिका परिषद
पिलखुवा (गा० बाद)

महाराष्ट्र सरकार (जिल्हा) अधीक्षक
जिल्हा शिक्षण प्रथम मण्डल, जिल्हा
मुंबई विधानसभा बाजार

c. The parties agree and acknowledge that

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(i) the Escrow Account shall be opened pursuant to, and specifically for the purposes of, this Escrow Agreement and shall be used and operated only for the purposes and in the manner provided in this Escrow Agreement and for no other use or purposes and in no other manner.

the Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Escrow Agreement and its usual practices and applicable regulations; the Escrow Bank and the Contractor after consultation with SMCG, shall agree on the detailed mandates, terms and conditions and operating procedures for the Escrow Agreement but in the event of any inconsistency between this Escrow Agreement and such mandates, terms and conditions or procedures in this Escrow Agreement shall prevail: and

(ii) no instruction shall be given to the Escrow Bank which is not contemplated by or which is contrary to or inconsistent with this Escrow Agreement. In the event any such inconsistent or contrary instruction is given, the same shall be null and void and the Escrow Bank shall not be obliged to act upon, and shall ignore, such instructions and continue to comply with the provisions of this Escrow Agreement.

2.3 Deposit into Escrow Account

a) Escrow Balance

- i. Prior to the Date of Commencement (One Month after Signing the Contract agreement), the Contractor, SMCG-UP and the Escrow Bank shall enter into the Escrow Agreement and Contractor shall open the Escrow Account and the number of Rupees Seven Crore in equal monthly installment {make an annual deposit of Rs. 2 (two) crore (subject to annual increase at 5% on Cumulative Basis) in equal monthly installments to fund Major Replacement of the System (exclusive of and not including Major Replacement of Collection System) and {an annual deposit of Rs. 5 (Five) Crore (subject to annual increase at 5% on Cumulative Basis) in equal monthly installments to the Collection System Replacement Fund to fund Major Replacement of the Collection System (including Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains} in Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Term. The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, Contractor's obligation to deposit the Major Replacement fund in accordance with this agreement with the Escrow Bank and terms of withdrawal of amounts from the Escrow Account.

b) Contractor shall ensure the regular deposit of installment of Major Replacement Funds on monthly Basis.

If at any time during the OM&M Period, the any installment in the Escrow Account fails, Contractor shall promptly, and in any event, no later than 15 days, ensure that the fund in Escrow Account is maintained. A failure to maintain the Escrow Account for 15 days would be treated as a Contractor Event of Default the installment amount to be deposited with 5% interest with the next installment.

It is clarified that any interest earned on the amounts deposited by Contractor in the Escrow Account will be spent on Major Replacement for the System (SMCG) and for Collection

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पिन्खुवा (गा० बाद)

अधिकांसी अधिकारी
नगर पालिका परिषद
गाजियाबाद

अधिकांसी अधिकारी
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गाजियाबाद

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System (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) repair and replacement works.

2.4 Withdrawal from Escrow Account during the Contract Period

a) Upon successful completion, verification and certification of work done against Major Replacement for the System (STPs) and for Collection System (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) repair and replacement works with prior written consent of SMCG-UP. Project Engineer is required to check and approve the monthly interim certificates/Bill/Invoice raised by contractor within 14 days of receipt of the monthly interim certificates/Bill/Invoice and forward to Employer for final approval and Employer shall issue Payment Certificate to the Escrow Bank to release the payment to Contractor.

b) Immediately upon receipt of a Payment Certificate from the SMCG-UP (On behalf of Employer) in accordance upon receipt of instruction from SMCG-UP, the Escrow Bank shall release the amount specified in the Payment Certificate in the contractor bank account mentioned below:

Name of Bank:

Account Number:

BIC(SWIFT):

Address of Bank:

The Contractor may change the above bank account details by giving a 5-day prior written notice to the Escrow Bank and Employer.

c) Upon any termination of the Contract Agreement, SMCG-UP shall issue instruction to the Escrow Bank requesting it to release and transfer any amount due and payable to the Contractor, including termination payments, if any as certified by Employer in a statement and any remaining amount standing to the credit of the Escrow Account shall be transferred to the following account of SMCG-UP:

Name of Bank:

Account Number:

BIC(SWIFT):

Address of Bank:

SMCG-UP may change the above bank account details by giving a 5-day prior written notice to the Escrow Bank and Contractor.

2.5. Identification and Separation

The Escrow Bank Shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing to the credit of the Escrow Account separated and segregated from the Escrow Bank's own funds or funds of any of its other customers or third parties.

2.6. Fees Const. Unit

The Contractor shall pay (Rs. ---/- per annum) as fees to the Escrow Bank for the establishment and management job the Escrow Account. Contractor shall pay such fees to the Escrow Bank within 10 days of receipt of an invoice from the Escrow Bank.

2.7. Escrow Account Statement

The Escrow Bank shall provide monthly statement regarding the Escrow Account to SMCG-UP and Contractor.

3. Escrow Amount

3.1 Promptly upon Contractor transferring any amount to the Escrow Account, the Escrow Bank shall send a notice to the SMCG-UP informing them of the transfer.

3.2 The Escrow Bank shall hold all amount in the escrow for the sole benefit of the contractor. Subject to clause of this Escrow Agreement, the Escrow Bank shall not release any amount in the Escrow Account to any person other than the Contractor.

3.3 The Escrow bank shall not apply any right of set-off against the amount in the Escrow Account, or apply any fee or deduction in relation to such amount.

4. Rights, Duties and Obligations of The Escrow Bank.

4.1 The Escrow Bank:

- i. may, in the absence of bad faith, fraud willful default or gross negligence on its part, rely as to any matter of fact which might reasonably be expected to be within the knowledge of SMCG-UP, as the case may be,
- ii. may, in the absence of bad faith, fraud, willful default or gross negligence upon the authenticity of any communication or documented believed by it to be authentic.
- iii. shall within 5 days after receipt, deliver a copy to the SMCG-UP of any notice or documented received by the Escrow Bank from the Contractor hereunder or in connection herewith;
- iv. shall within 5 days after receipt, deliver a copy to the Contractor of any notice or documented received by the Escrow Bank from SMCG-UP in connection herewith; and
- v. shall maintain all records of deposits and withdrawals from the Escrow Account for the term of this Escrow Agreement.

4.2 The duties of the Escrow Bank are only as herein specifically provided, and are purely administrative in nature. The Escrow Bank shall neither be liable for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, including, without limitation, the Agreement, and shall be required to act in respect of the amount in the Escrow Account only as provided in this Escrow Agreement. This Escrow Agreement sets out all the obligations of the Escrow Bank with respect to any and all matters pertinent to the Escrow Account contemplated hereunder and no additional obligations of the Escrow Bank shall be implied from the terms of any other agreement. The Escrow Bank shall incur no liability in connection with discharge of its obligations under this Escrow Agreement or in connection therewith, except such liability as may arise from the Escrow Bank's negligence, willful misconduct or otherwise from any

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जस सं. विभाग

नगर निगम गाजियाबाद

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अधिकाारी अधिकारी
नगर पालिका परिषद
मुलखुवा (गा. बाद)

अधीक्षक

मेरठ।

अधिकाारी अधिकारी

नगर पालिका परिषद लोनी

गाजियाबाद

breach of this Escrow Agreement. Such liability, however, shall not exceed the amount in the Escrow Account at the date of the said breach by the Escrow Bank.

4.3 The Escrow Bank shall not be required to perform any acts which will violate any Applicable Laws.

4.4 In the event of any bankruptcy proceedings or enforcement proceedings against any of the Parties pursuant to Applicable Laws, the Escrow Bank shall, notwithstanding the provisions of this Escrow Agreement act and perform in accordance with Applicable Laws.

5. Escrow Agreement Defaults

5.1 Any breach by contractor of the terms of this Escrow Agreement, which breach the Contractor fails to remedy within 5 days to the satisfaction of the SMCG-UP will be treated as an Escrow Default, unless such breach has occurred as result of any act or omission of SMCG-UP.

5.2 The Parties agree that an Escrow Default in terms of this Escrow Agreement shall be treated as a Contractor Event of Default under the agreement, and the consequence of an Escrow Default shall be dealt with accordance with the contract agreement.

5.3 Upon the occurrence of an Escrow Default, Contractor agrees that SMCG-UP shall have the right to direct the Escrow Bank to suspend withdrawals from the Escrow Account until further notice from SMCG.

6. Miscellaneous

6.1 Representation and Warranties.

Each Party represents and warrants that:

- it has the authority to enter in this Escrow Agreement.
- This Escrow Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms;
- Its entry into and/or performance under this Escrow Agreement will not be in breach of any express or implied terms of any contract or other obligation to any third party; and
- it is solvent and able to perform all of its obligations under the Escrow Agreement.

6.2. Notices

Any notice or other communication to be given or made under this Escrow Agreement to the Parties shall be in writing. Except as otherwise provided in this Escrow Agreement, such notice, request or other communication shall be delivered by registered mail or facsimile to the Party(ies) at the following address:

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General Manager
Control Unit
SAHARANPUR
महानगरपालिका (जल)
जल कल विभाग
नगर निगम गाजियाबाद

अधिकाारी अधिकारी
नगर पालिका परिषद, विखरी
8th Circle
U.P. Jal Nigam Moradabad
अधिकाारी अधिकारी
नगर पालिका परिषद, विखरी
General Manager
Control Unit U.P. Jal Nigam
SAHARANPUR
महानगरपालिका (जल)
जल कल विभाग
नगर निगम गाजियाबाद

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SMCG -UP: Attention to Project Director

Address: Plot No-18, Sector-7, Gomti Nagar Extension, Lucknow, Uttar Pradesh, 226010

Email: apd@smcg-up.org

Contractor:

Address:

Email:

Escrow Bank:

Attention:

Address:

Email:

6.3 Entire Agreement

This Escrow Agreement and Contract Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter (i.e., escrow arrangement) and replaces and supersedes all prior arrangements, arrangements, undertakings of statements regarding such subject matter.

6.4 Amendments

No variation of or amendments to this Escrow Arrangement shall be effective unless made in writing and executed by all the Parties hereto.

6.5 Harmonious Construction

For the purpose of giving full and proper effect to this Escrow Agreement, the Contract Agreement and this Escrow Agreement shall be read together and constructed harmoniously. The terms of the Contract Agreement shall prevail in the event of any inconsistencies with this Escrow Agreement.

6.6 Assignment

Neither this Escrow Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior written consent of the other Parties, provided that the Contract Agreement shall be entitled, in the extent permitted by Applicable Law and as may be required under any Financing Document entered into by the Contractor, to assign or create liens over its rights and interests under or pursuant to this Escrow Agreement.

6.7 Severability

Whenever possible, each provision of this Escrow Agreement shall be interpreted in such a way as to be effective and valid under Applicable Law, but if any provision of this Escrow Agreement is unenforceable or invalid under Applicable Law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provision of this Escrow Agreement shall continue to be binding ad in full force and effect.

6.8 Confidentiality

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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अधिकांश अधिकारी
नगर पालिका परिषद
पिलखुवा (गो. बाद)

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)
पञ्च मण्डल विकास
नगर निगम गाजियाबाद

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नगर पालिका परिषद लेनी
गाजियाबाद

The Parties, their employees, representatives and agents shall keep the provision of this Escrow Agreement strictly confidential and, except the Parties' respective legal counsels and professional advisers, without the prior written consent of the other Parties.

6.9 Termination

This Escrow Agreement shall be automatically terminated upon the expiry of the Term or termination of contract and after disbursement of all amounts due and payable to the Contractor under the Contract Agreement, including Termination Compensation, if any, any remaining amount to SMCG-UP in accordance with clause 2.4 (c) of this Escrow Agreement.

6.10 Dispute Resolution Mechanism

- If any dispute arises out of or in connection with this Escrow Agreement, this dispute shall not affect the Parties' duty to continue the performance of all of their undisputed obligations.
- If any dispute arises, a Party shall give notice to the other Parties of the same, whereupon the parties shall meet promptly and in good faith to attempt to reach an amicable settlement.
- All disputes not settled amicably pursuant to (b) above shall be heard by the competent courts of Uttar Pradesh.

6.11 Governing Law

This Escrow Agreement shall be governed by and constructed in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its authorized representatives as of the date first written above:

State Mission For Clean Ganga-Uttar Pradesh (SMCG-UP).

By:

Name:

Title:

For Contractor

By:

Name:

Title:

For Escrow Bank

By:

Name:

Designation:

अधिसूचना अधिकारी
नगर पालिका परिषद
रामपुर

अधिसूचना अधिकारी
नगर पालिका परिषद
अनूपशहर

अधिसूचना अधिकारी
नगर पालिका परिषद, दिसवा

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

अधिसूचना अधिकारी

नगर पालिका परिषद, मुजफ्फरनगर

अधिसूचना अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

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General Manager
Control Unit
JAL NIGAM

अधिसूचना अधिकारी
नगर पालिका परिषद
पिनखुवा (गाँव बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
नगर निगम, गाजियाबाद

(SECTION IV)
CONDITIONS OF CONTRACT
AND CONTRAC DATA

अधिकांशी अधिकारी
नगर पालिका परिषद
समपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
समपुर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिकांशी अधिकारी
नगर पालिका परिषद
समपुर

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महाप्रबन्धक (जल)
नगर निगम सहारनपुर

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अधिकांशी अधिकारी
नगर पालिका परिषद, सिद्धी

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद
समपुर (प्रा. बा.)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांशी अधिकारी

अधिकांशी अधिकारी
नगर पालिका परिषद, मुक्तनगर

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	Representations, obligations and Warranties

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

नगरपालिका (जल)
नगर निगम सहारनपुर

अधिसूची अधिकारी
नगर पालिका परिषद
पिलखुवा (पा. बाद)
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

नगरपालिका (जल)
नगर निगम सहारनपुर

अधिसूची अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

Section IV
Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bid Form 4 (Service Fee Fixed Component) means the Financial Bid forming part of the Bid.

Compensation Events are those defined in Clause 41 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 49.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed upon the online submission of the Bid and subsequent submission of documents to be submitted in the physical form as required under the ITB.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works/Services not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is 1 Year calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works/Services. The Employer may delegate any or all of its functions to a person or body nominated by him for specified functions.

अधिकाारी अधिकारी

नगर पालिका परिषद, विजयाबाद

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकाारी अधिकारी

नगर पालिका परिषद, विजयाबाद

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General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR
अधिकाारी अधिकारी
नगर पालिका परिषद
पिन्डुवा (गा० बाद)

सचिव

महाप्रबन्धक (जल)
जल एवं विभाग
नगर पालिका विजयाबाद

अधीक्षक अभियंता
प्रथम मण्डल, ३०३० एल डिप
मेरठ।

अधिकाारी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works/services and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time after the approval from Employer.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works/Services included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works/Services. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A Variation/Change of Scope is an instruction given by the Engineer after the approval from Employer, which varies the Works/Services.

The Works/Services are what the Contract requires the Contractor to construct, install, repair, maintain, operate, manage also include services or goods incidental or consequential to the Original works/services and handover to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their

General Manager

Const. Unit U.P. Jal Nigam

SAHARANPUR

महाप्रबंधक (जल)

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General Manager

Water Control Unit

महाप्रबंधक (जल)

नगर निगम गाजियाबाद

अभिज्ञानी अधिकारी
नगर पालिका परिषद
पिंटेखुवा (गा. बाद)

प्रथम मण्डल, सं० प्र० जल निगम
मेरठ।

अभिज्ञानी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority.

- (a) Agreement,
- (b) Letter of Acceptance
- (c) Contractor's Technical Bid,
- (d) Conditions of Contract
- (g) Scope of Work and Technical Parameters
- (f) Implementation Manual and Maintenance Intervention Level
- (h) Financial Bid, and
- (e) Drawings, if any
- (i) Any other document listed in the RFP.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer, duly informing the Employer, may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting - No Subcontracting of works/services are allowed. Any work related to Maintenance, Operation and Management of STPs and Sewer Network Cannot be Sub-Contracted. Only Manpower and Machineries may be taken on Hire Basis/ Contract basis.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them.

as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the technical personnel as named and submitted in Bid or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and experience are substantially equal to or better than those of the personnel. If the personnel, stated in RFP/approved/Directed by engineer are not deployed on site by the contractor, it will be treated as a breach of contract and action will be taken as per clause 53.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works/Services in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

10.2 Limitation of Liability

Expect in cases of criminal negligence or willful misconduct,

(a) The Contractor shall not be liable to the Employer in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits of interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

(b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the aggregate of the total Contract Price (including the Monthly payment during the Operations Period) and the total available Performance Incentive Compensation, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works/Services in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

अधिकासी अधिकारी

नगर पालिका परिषद, सिविली

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिकासी अधिकारी

नगर पालिका परिषद, सिविली

Cons. Unit for Jal Nigam

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Pollution Control
JAL NIGAM

अधिकासी अधिकारी
नगर पालिका परिषद

पिलखुवा (गांव बाद)

प्रथम नगरपालिका, मेरठ।

महाप्रबन्धक (जल)
नगर निगम सहायपुर

अधिकासी अधिकारी

नगर पालिका परिषद लोनी
गाजियाबाद

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of defect liability period for events (a) to (d), in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- loss of or damage to the Works, Plant and Materials;
- loss of or damage to Equipment;
- loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- Personal injury or death.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.4 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 The O/o Project Director, SGRCA will clarify queries.

16. Contractor to Construct the Works & do maintenance

16.1 The Contractor shall construct, install and maintain the Works/Services in accordance with the documents forming part of the contract.

17. The Works/Services to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

General Manager, अधिशासी अधिकारी
Const. Unit U.P. Jal Nigam
SAHARANPUR

sd/-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिशासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गाँव बाद)

अधिशासी अधिकारी
नगर पालिका परिषद लोनी
गाँजियाबाद

महाप्रबन्धक (जल)
जल कल विभाग
नगर निगम गाँजियाबाद

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, if any who is to approve them if they comply with specifications and drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer/Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 In case, any particular STP of Zone is not handed over to Contractor on date of signing of agreement due to any reason, Contract Value shall be reduced of particular STP by an amount as distributed among the STPs of Zone as per Condition of Contract, Section IV, Clause 39, (I) Payment Certificates.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- The Engineer
- The Employer

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by Auditors appointed by the Employer if so required by the Employer.

24. Deleted

अधिकांश अधिकारी
नगर पालिका परिषद, मुरादाबाद

Sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांश अधिकारी
नगर पालिका परिषद
मुरादाबाद

अधिकांश अधिकारी
नगर पालिका परिषद
मुरादाबाद

Cons. Unit, U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
जल संकलन विभाग
नगर निगम मुरादाबाद

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अधिकांश अधिकारी
नगर पालिका परिषद
मुरादाबाद

महाप्रबन्धक (जल)
नगर निगम मुरादाबाद

अधीक्षक प्रथम मण्डल, नगर निगम मुरादाबाद

अधिकांश अधिकारी
नगर पालिका परिषद लोनी
मुरादाबाद

25. Arbitration:

In case of Dispute or difference arising between the Engineer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be referred to Employer and Employer decision shall be binding to Contractor. If Contractor do not agree with decision of the Employer, then matter will be dealt in line of Arbitration and Conciliation Act, 1996.

The procedure for arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. 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 upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary/Director, Urban Development, Government of Uttar Pradesh.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then Principal Secretary/Secretary/Director, Urban Development, Government of Uttar Pradesh shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary/Director, Urban Development, and Government of Uttar Pradesh making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties.
- (e) The cost and expenses of Arbitration proceedings will be borne equally by both parties in accordance with the following fee structure (the signing of the fee structure shall be the acceptance of the fee structure given below by both the parties):

S.No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator/ per case
1.	Arbitrator fee	Rs.15,000/- per day Or Rs. 5 Lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs. 3 Lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note: The amount of fees already paid for the days of hearing @ Rs. 15,000/- would be adjusted in the lump-sum payment.
2.	Reading Charges/Manager	Rs.15,000/- per Arbitrator per case including counter claim

महाप्रबंधक (जल)

जल सेवा विभाग

नगर निगम गाजियाबाद

3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.10,000/-
4.	Charges for Publishing/ declaration of the Award	Maximum of Rs.25,000/-
5.	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
	Traveling Expenses	Economy class by air, first class AC by train, AC car by road
	Lodging and Boarding	(i) Up to Rs.10,000/- per day (ii) Rs.3,000/- per day (own arrangement)
6.	Local Travel	Rs.1,500/- per day
7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.3,000/- per day
Note:	1. Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. away from place of meeting	

However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

26 Change of Law

26.1 Change of Law

"If, after a date which is 30 days, prior to the Submission Deadline in the Bidding Documents, in the Country, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed, which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor or the Time for Completion, the Contract Price Shall be Correspondingly increased or decreased, or the Time for Completion Shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the Contract price adjustment/Escalation provisions where applicable, in accordance with the contract condition if so provided."

B. Time Control

27. Programme

27.1 The Engineer shall issue the indent of work in stages specifying the time limit for the same as and when required. The Contractor shall submit to the Engineer for approval a programme within the time stipulated in the Contract Data showing the general methods, arrangements and timing for all the activities in the Works, along with monthly cash flow for Const. Unit U.P. Jal Nigam

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सहाप्रबन्धक (जल)

जल कल विभाग
नगर निगम गाजियाबाद

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अधिकासी अधिकारी
नगर पालिका परिषद
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मेरठ।

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works/Services, including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Engineer for approval an updated Programme at intervals. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate/bill and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date only after the approval of Employer.

29. Delays Ordered by the Engineer

29.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works/Services. Delay/delays totalling more than 7 days will require prior written approval of the Employer.

30. Management Meetings

30.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works/services.

30.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

31. Identifying Defects

31.1 The Engineer shall check the Contractor's work/services and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

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सहारनपुर

General Manager
139/1, Unit U.P. Jal Nigam
SAHARANPUR
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पिन्डुवा (गो. बाद)

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32. Tests

32.1 The contractor shall be solely responsible for:

- Carrying out the mandatory tests prescribed in the documents forming part of contract or as per Standards.
- For the correctness of the test results, whether performed in his laboratory or elsewhere.

32.2 If the Engineer instructs the Contractor to carry out a test specified or not specified in the Specification/RFP to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32.3 Subject to further condition in contract data

33. Correction of Defects noticed during the Defect Liability Period.

33.1 It is the terms of contract that Long-Term operation, maintenance and management work/Services shall be of very high standard during Contract Period.

33.2 If any defects /faults appear in the work within one year of "Taking over" certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for one year thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.

33.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expenses from any sums that may be due to the contractor.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect/completed the work, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected/completed, and the Contractor will pay this amount.

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35. Bid Form 4- Financial Bid

D. Cost Control

35.1 The Bid form 4 shall contain items for the Operation, Maintenance, and management, of works/Services to be done by the Contractor.

35.2 The Bid form 4 is used to calculate the Contract Price. The Contractor is paid for the Operation, Maintenance and management, of works/Services at quoted rates as per agreement.

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36. Variations

36.1 The Engineer shall, having regard to the scope of Operation, Maintenance, and management, have power to order only after approval from Employer/ as per guidelines, in writing, Variations/Change of Scope he considers necessary or advisable during the Contract Period. Such Variations/Change of Scope shall form part of the Contract and the Contractor shall

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General Manager

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carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

Such Variations will be in respect of fund for Major Replacement of the System and replacement of Collection System created by Contractor over and above annual deposit of Rs. 2 Crore (subject to annual increase at 5% on Cumulative Basis) to fund Major Replacement of the System (exclusive of and not including Major Replacement of Collection System), exclusive of Company labor costs and profit and annual deposit of Rs. 5 Crore (subject to annual increase at 5% on Cumulative Basis) to the Collection System Replacement Fund to fund Major Replacement of the Collection System (including Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, and Rising Mains), exclusive of Company labor costs and profits, and sewer cleaning, closed circuit television (CCTV) inspection costs, catch basin cleaning, and other maintenance services.

37. Payments for Variations

The rate analysis shall be based on the current schedule of rates of public works division/CPWD/Jal Nigam. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

38. Cash Flow Forecasts

38.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

39. Payment Certificates

39.1 The Contractor shall submit to the Engineer monthly statements/Bill of the value of the work/Services Provided for Maintenance, Operation and Management of Sewage System and sewer network less the cumulative amount certified previously supported with detailed Supporting Documents of Service Fee Fixed Component within 7 days of Each Month.

39.2 The Engineer shall check the Contractor's monthly statement/Bill within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question. Thereafter Employer Shall make the Payment within 14 days. But if there is any delay in Payment of Monthly Payment Certificate/Bill on the Part of **Superintending Engineer 8th Circle U.P. Jal Nigam Moradabad** Interest will be payable on account of delay of Payment.

39.3 The value of work/Services executed shall be determined, based on measurements/Certification by the Engineer.

39.4 "Monthly Payment Certificates/Bill" shall be determined based on the daily/weekly/monthly monitoring report of the quantity and quality of the sewage to be treated and effluent in reference to Total Service Fee Fixed Component (Total Contract Price in Rupee per month) and reports submitted by the NABL accredited/MoEF&CC Notified Laboratory as appointed by Employer in Conjunction with Norms stipulated by CPCB/SPCB/MoEF&CC".

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"Monthly Payment Certificates /Bill will be settled to the Contractor in following manner:

- I. Total Service Fee Fixed Component (Total Contract price per month) will be divided/ distributed among the STPs on Pro-rata basis according to it's Capacity in respect to total Capacity of Zone.

For Example:

Total Capacity of STPs of Zone is V MLD,

Capacity of STP of particular City is V1 MLD,

Total Service Fee Fixed Component (Total Contract price per month) of STPs for Zone- R (in rupees)

Total Service Fee Fixed Component (Total Contract price per month) for particular STP would be equal to R1 (in rupees) = (V1 MLD / V MLD) x R

Monthly Payment Certificates /Bill shall constitute Fixed payment and Variable Payment in ratio of 60:40.

II. For Initial 6 Months:-

- (a) **Fixed Payment:-** 60% (Percent) of Total Service Fee Fixed Component (Total Contract price per month) for particular STP will be settled/paid as Monthly payment Certificate/bill irrespective of quantity of sewage to be treated upto Six (6) months from the date on Commencement of Contract. In case, Quantity of sewage to be treated is less than 50% of capacity of particular STP then within Six months, Contractor has to make arrangement to achieve Minimum 50% quantity of Sewage to be treated of capacity of particular STP at the Plant, Otherwise Liquidated Damages/ Penalty will be imposed as per Clause 6.0 of Contract data, Section IV of RFP.

For example:- Monthly payment Certificate/bill of particular STP will be calculated against Fixed Payment , R2 (in Rupees) = R1 x (60/100)

- (b) **Variable Payment:-** Balance 40% (Percent) of Total Service Fee Fixed Component (Total Contract price per month) is linked with weightage of treated effluent parameters of particular STP as defined at the end of this Clause.

For example:- Monthly payment Certificate/bill of particular STP will be calculated against Variable Payment, R2 (in Rupees) = R1 x (40/100) as linked with weightage of treated effluent parameters.

Hence, Total Monthly payment Certificate/bill of Particular STP (in Rupees) = R2 + R2

III. After 6 Months upto Contract Period:-

- (a) **Fixed Payment:-** 60% (Percent) of Total Service Fee Fixed Component (Total Contract price per month) for particular STP will be settled/paid on the basis of percentage of treated Sewage by the particular STP of it's capacity.

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For example:-

Total Service Fee Fixed Component (Total Contract price per month) for particular STP is R1 (In rupees)

Capacity of particular STP is V1 MLD and it treats 70% sewage of it's Capacity
Then , Monthly Payment Certificate /Bill will be calculated against Fixed Payment R4 (in rupees) = $R1 \times 0.60 \times (70/100)$

(b) Variable Payment:- Balance 40% (Percent) of Total Service Fee Fixed Component (Total Contract price per month) is linked with weightage of treated effluent parameters of particular STP as defined at the end of this Clause .

For example:- Monthly payment Certificate/bill of particular STP will be calculated against Variable Payment, R5 (in Rupees) = $R1 \times (40/100)$ as linked with weightage of treated effluent parameters.

Hence, Total Monthly payment Certificate/bill of Particular STP (in Rupees) = R4+R5

IV. If the sewage treated is more than the capacity of the Particular STP (beyond 100%), no additional payment will be made for extra/ surplus treatment of sewage.

V. Monthly Payment Certificate /Bill (Variable Payment only) is linked with weightage of treated effluent parameters of particular STP as under: -

Serial Number	Parameters of treated effluent	Weightage (in percentage) in respect of Monthly statement/bill (Variable Payment only)
1	BOD(mg/l)	50
2	TSS(mg/l)	25
3	COD(mg/l)	15
4	FAECAL COLI FORM (MPN/100ml) If included in Design Parameter, otherwise Weightage (in percentage) will be merged with COD Design Parameter (Sl No.3)	Superintending Engineer 8th Circle U.P. Jal Nigam Moradabad

Note:- (1) The Design Parameters of particular STP will form the criteria for Evaluation of Monthly Payment Certificate /Bill.

(2) In case, Parameters of treated effluent do not meet the standards then deductions in payments will be considered/made on the basis of weightage given in above tables.

(3) Liquidated Damages/ Penalty will be imposed as per Clause 6.0 of Contract, Section IV of RFP, if Parameters of treated effluent do not meet in respect to design parameters.

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(4) Although OIL AND GREASE (mg/l), Colour & odour, Dissolved Oxygen and PH Values are not linked with Monthly Payment Certificates /Bill (Variable Payment only) but Contractor efforts should be to maintain these parameters within Permissible Limits as per Norms.

(5) Clause 39.4, (I) is Clarified that While calculating the value of R1 (Total Service Fee Fixed Component (Total Contract price per month) for particular STP would be equal to R1 (in rupees) = $(V1 \text{ MLD} / V \text{ MLD}) \times R$, where Capacity of STP of particular City is V1 MLD

(VI MLD shall be taken of particular STP on which it is operating and treat the actual volume of influent/sewage.)

39.5 The value of work executed shall also include the valuation of Variations.

39.6 The Engineer / Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.7 The final Statement/bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement/ Services and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts, Engineer had certified, within 14 days of the date of each payment certificate.

40.2 The Authorized Representative of the Employer shall make the payment certified by the Engineer.

41. Compensation Events- Deleted

42. Taxes & Currencies for payments

42.1 The rates quoted by the Contractor shall be deemed to be exclusive of the GST and inclusive of other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such tax at source as per applicable law.

42.2 All payments will be made in Indian Rupees

43. Price Adjustment/Escalation- As per Agreement.

44. Retention Money- Deleted

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45. Penalty

45.1 The Contractor shall pay Penalty to the Employer at the rate or part thereof stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of Penalty shall not exceed the amount defined in the Contract Data. The Employer may deduct Penalty from payments due to the Contractor. Payment of Penalty shall not affect the Contractor's other liabilities.

45.2 If the Intended Completion Date is extended after Penalty have been paid, the Engineer shall correct any overpayment of Penalty by the Contractor by adjusting in the next payment certificate. The contractor shall not be paid interest on the over payment of Penalty.

46. Deleted

47. Securities

47.1 Subject to further condition in contract data, the Performance Security equal to 5 (Five) percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a prescribed bank. The Performance Security shall be valid until a date 60 (sixty) days after the expiry of Defect Liability Period and the additional performance security for unbalanced bids shall be valid until a date 60 (sixty) days from the date of issue of the certificate of completion. The validity shall account for additional 3 months time to account for BG verification, signing of contract and start date.

48. Cost of Repairs

48.1 Loss or damage to the Works or Materials to be incorporated in the Works/ Services between the Start Date and the end of the Defects Liability Period shall be remedied/ rectified by the Contractor at their cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

49. Completion

49.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works is completed.

50. Taking Over

50.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

51. Final Account

51.1 The Contractor shall supply to the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and

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complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

52. Operating and Maintenance Manual

52.1 If "as built" Drawings, lab test documents and/or operating and maintenance manuals are required, the Contractor shall supply them within 28 days from date of issue of certificate of completion.

52.2 If the Contractor does not supply the Drawings, lab test documents and/or manuals by the stipulated date or they do not receive the Engineer's approval, the Engineer shall withhold the amount equal to Rs.20 lakhs from payments due to the Contractor.

53. Termination

53.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

53.2 Fundamental breaches of Contract include, but shall not be limited to, the following:

- If the Contractor stops work/services of Operation, Maintenance and Management of STPs and associated Sewer Network even for Single day as per Standard Norms.
- the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstitution or amalgamation;
- the Engineer/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- the Contractor does not maintain a Security, which is required;
- the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in RFP.
- the Contractor fails to provide insurance cover as required.
- If the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- if the Contractor fails to set up a field laboratory with the specified equipment, within the period specified; and
- Any other fundamental breach as specified in the RFP/Contract Data.

53.3 Deleted

53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible but not later than 7 days.

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53.5 Payment upon Termination

53.5.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

53.5.2 if the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work/Services done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works/Services, and the Contractor's costs of protecting and securing the Works and less advance payments outstanding on 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.

54 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 54.1, 54.2 and 54.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

54.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, heavy and uncontrolled monsoon which stops operation of STPs, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site),

(b) strikes or boycotts (other than those involving the Contractor, Sub-contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the STPs for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 54.2;

(c) any judgement or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any

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contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(d) any event or circumstances of a nature analogous to any of the foregoing.

54.2 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents Services/ Works to be executed by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- (d) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;
- (e) any Indirect Political Event that causes a Non-Political Event; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

54.3 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Contract;
- (b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor;
- (c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, ~~no objection certificate~~, ~~no objection certificate~~, no objection certificate, consent, approval or exemption required by the Contractor;
- (d) any event or circumstances of a nature analogous to any of the foregoing.

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिसास अधिकारी

नगर पालिका परिषद, मुरादपुर

महाप्रबन्धक (जल)
नगर निगम मुरादपुर

अधिसास अधिकारी

नगर पालिका परिषद लोनी
माजियाबाद

General Manager
U.P. Jal Nigam Moradabad

अधिसास अधिकारी
नगर पालिका परिषद
विलखुवा (गा. बाद)

अधीक्षक अभियंता
प्रथम मण्डल, उ००० जल निगम
मेरठ।

54.4 Duty to report Force Majeure Event

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54.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under Clause 54 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

54.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

54.4.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required, and such other information as the other Party may reasonably request the Affected Party to provide.

54.5 Effect of Force Majeure Event on the Agreement

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

54.5.1 Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor. If the Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
- (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

54.5.2 Save and except as expressly provided in this Clause 54, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

54.5.3 Upon the occurrence of any Force Majeure Event during the Contract Period, the Completion Schedule shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

54.6 Termination Notice for Force Majeure Event

54.6.1 If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 54, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

54.6.2 Termination Payment for Force Majeure Event

54.6.2.1 In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under 39, Section IV, Condition of Contract.

Provided that in the event Termination occurs during the Contract Period, the Engineer shall only determine the value of Services/Works associated with Operation, Maintenance and Management of STPs and Sewer Network.

54.6.2.2 If Termination is on account of an Indirect Political Event, the Termination Payment shall include:

- (a) any sums due and payable under 39, Section IV, Condition of Contract; and
- (b) the reasonable cost, as determined by the Engineer, of the Equipments, Utilities and Materials procured by the Contractor for use in Operation, Maintenance and Management of STPs and Sewer Network only if such Equipments, Utilities and Materials conform with the Specifications and Standards;

Provided that in the event Termination occurs during the Contract Period, the Engineer shall only determine the value of Works associated with Operation, Maintenance and Management of STPs and Sewer Network.

54.6.2.3 If Termination is on account of a Political Event, the Employer shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 39, Section IV, Condition of Contract as if it were an Employer Default.

55. Property

55.1 All Materials, on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default.

महाप्रबन्धक (जल)
जनक विभाग
नगर निगम गाजियाबाद

अधिकासी अधिकारी
नगर पालिका परिषद, प्रथम मण्डल, ४०५० जल विभाग
मेरठ।

अधिकासी अधिकारी
नगर पालिका परिषद सोनी
गाजियाबाद

56. Release from Performance

56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. Other Conditions of Contract

57. Labour

57.1 The Contractor shall, make arrangements of his own cost and expenses for the engagement of all staff and labour, local or others; for their payment, housing, feeding and transport; and for compliance with various labour laws/ regulations.

57.2 The Contractor shall, as asked by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58. COMPLIANCE WITH LABOUR REGULATIONS

58.1 During the currency of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be notified already or that may be notified under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including from his performance security/ retention money. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point

अधिकांशी अधिकारी
नगर पालिका परिषद, दिवस
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad
महाप्रबन्धक (जल)
नगर विभाग सहारनपुर
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अधिकांशी अधिकारी
नगर पालिका परिषद, मुजफ्फरगढ़
अधिकांशी अधिकारी
नगर पालिका परिषद, लोनी
माजियाबाद
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR
अधिकांशी अधिकारी
नगर पालिका परिषद, पिलखुवा (गा. बाद)
अधीक्षक अधिकारी
प्रथम मण्डल, उ००० जल निगम
मेरठ।
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58.2 SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (as per prevailing norms). The benefits payable under the Act are:

- Pension or family pension on retirement or death as the case may be.
- Deposit linked insurance on the death in harness of the worker.
- Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

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अधिसूची अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बा.)
अधीनस्थ अधिकारी
प्रधान मण्डल, खजाना
मैरठ-1

अधिसूची अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
जल व नगर विकास
नगर निगम खजानाबाद

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as first aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

महाप्रबन्धक (जल)
नगर निगम सहरानपुर

Superintending Engineer
8th Circle

General Manager
Const. Unit U.P. Jal Nigam
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अधिशाली अधिकारी
नगर पालिका परिषद
पिलखुवा (ना. बा.)

अधिशाली अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
नगर निगम गाजियाबाद

59. Drawings and Photographs of the Works

59.1 The contractor shall do photography/videography of the whole Sewage System firstly before the start of the work, secondly on yearly basis and lastly after the completion of the work. No separate payment will be made to the contractor for this.

59.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer/Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 59.1, shall be taken or permitted to be taken by the Contractor or by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video-graphy shall be published or otherwise circulated without the approval of the Engineer/Employer in writing.

60. The Apprenticeship Act 1961

60.1 The Contractor shall duly comply with the provisions of the Apprenticeship Act 1961 (III of 1961), the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

अधिशारी अधिकारी
नगर पालिका परिषद
समपुर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

-ed-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिशारी अधिकारी
नगर पालिका परिषद लोनी
माजियाबाद
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General Manager
Pollution Control Unit
U.P. JAL NIGAM
Moradabad

महाप्रबन्धक (जल)

अधिशारी अधिकारी
नगर पालिका परिषद, मिर्जापुर

अधिशारी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR
अधिशारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गो. बाद)

अधिशारी अधिकारी
नगर पालिका परिषद
लखनऊ

543 Contract Data

Items marked "N/A" do not apply in this Contract.

1.0

The Employer is
Urban Development Department
Government of Uttar Pradesh, Lucknow
Through

(1) Project Director,
State Mission for Clean Ganga
-Uttar Pradesh
Plot no 18, Sector-7, Gomti Nagar
Extension
Lucknow-226010, Uttar Pradesh
e-mail: apd@smgc-up.org, and,

(2) Managing Director,
Uttar Pradesh Jal Nigam,
6, Rana Pratap Marg,
Lucknow - 226001 Uttar Pradesh, and

(3) Detailed as under:

(i) Municipal Commissioner
Ghaziabad Nagar Nigam,
Ghaziabad, UP

(ii) Municipal Commissioner
Meerut Nagar Nigam,
Meerut, UP

(iii) Municipal Commissioner
Saharanpur Nagar Nigam,
Saharanpur, UP

(iv) Executive Officer
Nagar Palika Parishad,
Muzaffarnagar, UP

(v) Executive Officer
Nagar Palika Parishad,
Pilkhuwa, UP

(vi) Executive Officer
Nagar Palika Parishad,
Loni, UP

(vii) Executive Officer
Nagar Palika Parishad,
Anupshahr, UP

(viii) Executive Officer
Nagar Palika Parishad,
Bijnor, UP

(ix) Executive Officer
Nagar Palika Parishad,
Rampur, UP

महाप्रबन्धक (जल)
नगर निगम सहारनपुर
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)
नगर निगम सहारनपुर
नगर निगम सहारनपुर

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अधिसूचना अधिष्ठाता
नगर पालिका परिषद
पिलखुवा (ग. बा.)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसूचना अधिष्ठाता
नगर पालिका परिषद लोनी
गाजियाबाद

अधिसूचना अधिष्ठाता
नगर पालिका परिषद लोनी
गाजियाबाद

2. **The Engineer is:** To be nominated later on after award of work.
3. The Intended Completion Date for the whole of the Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network is of 10 years from start date which is extendable up to further 5 years.
4. The Site is located at Zone-8, City/Town (Ghaziabad, Meerut, Saharanpur, Muzaffarnagar, Pilkhuwa, Loni, Anupshahr, Bijnor, and Rampur in the state of Uttar Pradesh.
5. The Start Date shall be within 30 (Thirty) days after the date of issue of the Notice to Proceed with the work after signing the agreement.
6. (a) The name and identification number of the Contract is: "Long Term Operation, Maintenance, and Management of the Sewage Treatment Plant, it's associated infrastructure and Sewer Network of Lucknow in the state of Uttar Pradesh.
Contract Package: 09(OM&M)/2018-19(OM&M)/Contract Package 8 /Zone-Ghaziabad
(b) The Works consist of "Operation, Maintenance, and Management of the Sewage Treatment System and Sewer Network"

2.0 (a) The law which applies to the Contract is the law of Union of India.

(b) The language of the Contract documents is English

3.0 The period for submission of the OM&M work programme for approval of Engineer shall be 15 days from the issue of Letter of Commencement/Start.

4.0 Amount to be withheld for delays in submission of updated OM&M 0.5% of value of work corresponding to the updated OM&M work programme.

5.0 The Start Date shall be within 30 (Thirty) days after the date of issue of the Notice to Proceed with the work after signing the agreement.

6.0 For OM&M work

(a)	Amount of Penalty/LD for Non-Achieving the Standard norms (as per Design Parameters of STP as CPCB/SPCB) on daily basis for each Parameter as provided in Scope of Work, Section V.	0.1 percent of the Monthly payment value, rounded Off to the nearest Thousand, per day with the minimum of Rs. 10000/- per day.
(b)	Maximum limit of Penalty/LD : For Non Achieving the Standards as Contract Price rounded Provided in Scope of Work, Section V.	10 percent of the Contract Price rounded off to the nearest Thousand.

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महाराष्ट्र (जिल) नाग
सहाराबाद

Oh
 श्री गुरुदेव विदेसक
 श्री गुरुदेव विदेसक
 लखनऊ

Description of performance set	Acceptable limit	Reduction in payment as % of quarterly OM&M Charges	Performance Standard
Sewerage Network Pipeline Breakages	1 per month /50km	1% of the quarterly payments for each default exceeding the Acceptable Limit	Sewer Network pipeline breakages that are not repaired within 24 hours (for sewers up to 600 mm dia.) of their being reported will be considered as Breakages.
Chokes Blockages and	1 per month /50 km length	do	Rectify Chokes/blockage within 24 hours of reporting/complaint/ Identification.
Pumping Stations	1 per month	do	Instances of failure to maintain optimum wet well levels of pumping stations and or delay in recording wet well levels.
Pumping efficiency	2 per month	do	Decrease in pumping efficiency by More than 10% from the level as determined by Design Build Operations Engineer.
Overflow from Pumping Station	1 per month	do	No overflow shall be allowed from the pumping station.
Replacement of Manhole Covers	1 per month/ 50 km	Rs. 500 per number of covers not replaced in 24 hours	Replaced damaged or stolen manhole covers immediately. Max 24 hours.

7.0. The standard form of Performance Security acceptable to the Employer Shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents.

8.0 Amount for insurance are: (Clause 13.1)
a) Rupees equivalent to Contract price.
b) Rupees equivalent to 5% of Contract price.
c) Rupees equivalent to 5% of contract price
d) Rupees 20 lakhs for multiple incidents.
And deductible as per premium rate.

अधिकांशी अधिकारी
नगर पालिका परिषद
समपुर

अधिकांशी अधिकारी
नगर पालिका परिषद, विजयवाड़ा

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद
महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिकांशी अधिकारी
नगर पालिका परिषद, मुजफ्फरनगर
General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

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Pollution Control Unit
U.P. JAL NIGAM
Ghaziabad

अधिकांशी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बा.)
अधीनस्थ अधिकारी

अधीनस्थ अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधीनस्थ अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

9.0 The Minimum Technical Personnel required are: (Clause 2.6, ITB, Section II)

Sl. No.	Personnel	Minimum Qualification and Experience	Particular Experience (minimum requirement)	Minimum No. of Persons
1.	Project Manager	B.E. (Civil/Electrical/Mechanical) + 10 Years Exp.	3 years as Project Manager on construction/operation and maintenance works of Sewage System	1
2.	Deputy Project Manager	B.E. (Civil/Electrical/Mechanical) + 5 Years Exp.	1 years as Key- Professional on on construction/operation and maintenance works of Sewage System	1
3	Lab Technician	B Sc + 3 Years Exp.	3 years as Lab Technician in laboratory of relevant field	1 for each unit of STP
4	Supervisor (Civil)	Diploma (Civil) + 3 Years Exp.	3 years of relevant field	1 for each unit of STP
5	Supervisor (Electrical/Mechanical)	Diploma (Electrical/Mechanical) + 3 Years Exp.	3 years of relevant field	1 for each unit of STP
6	Electrician	ITI+5 Years Exp.	5 years of relevant field	1 for each unit of STP shift - wise
7	Pump Operator/Plant Operator	ITI+3 Years Exp.	3 years of relevant field	1 for each unit of STP shift - wise
8	Electrician Helper	ITI+1 Years Exp.	3 years of relevant field	1 for each unit of STP shift - wise

Note: The detailed and signed CV's of the Key Technical Personnel at S. No. 1 and S No. 2, signed by the key personnel himself, must be uploaded during the online submission of the bid. The name and educational qualification of other personnel should be given before Start date along with Work Programme.

10. Engineer duties and responsibility

The Engineer shall assist the Employer in supervising the operation, maintenance and management of STPs, it's associated infrastructure and Sewer Network, rehabilitation of the all Infrastructure and shall work closely with the Employer to monitor compliance with the KPIs. The detailed scope of work of the Engineer, to be read in conjunction with the provisions of the Contract Agreement, is outlined below:

महाप्रबंधक (जल)

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साहयानपुर (जल) नगर निगम साहयानपुर

Superintending Engineer

8th Circle

U.P. Jal Nigam Moradabad

अधिसायी अधिकारी

नगर पालिका परिषद लोनी गाजियाबाद

अधिसायी अधिकारी
नगर पालिका परिषद
पलखुवा (गाजियाबाद)

Oh.

नगर निगम
साहयानपुर

मेरठ।

- (a) The Engineer shall review the Designs and Drawings to be provided by the Contractor against the work to be executed for STPs, it's associated infrastructure and Sewer Network in respect of Major Replacement Fund deposited by Contractor in Escrow Account. These will include, *inter-alia*, the site layout plan, process design, drawings, structural calculations, mechanical, electrical and instrumentation works, quality plans, implementation schedules, and the environment, health & safety plans for all Infrastructure. On the basis of its review, the Engineer shall provide it's recommendations to the Employer.
- (b) The Engineer shall be responsible to monitor the implementation of the approved environment, health & safety plan by the Contractor. The Engineer shall also verify the material safety data sheets of hazardous chemicals, if any.
- (c) The Engineer shall review and approve the Work Programme of the project with the concurrence of employer.
- (d) The Engineer shall assist Employer in estimating the Interim Liquidated Damages and Penalty as applicable.
- (e) At the end of the Operation and Maintenance Period for STPs and it's associated infrastructure and Sewer Network, the Engineer shall review the relevant STPs and it's associated infrastructure and Sewer Network and provide necessary recommendations to the Employer with regards to the issuance of the Completion Certificates to the Contractor.
- (f) The Engineer shall monitor the Operations of different Facilities during OM&M Period and provide necessary recommendations to the Employer which include the following.
- Verify quality of installations, operation of equipment and workmanship;
 - Verify the Discharge Standard of the Influent and Treated Effluent and Facilities By-Products;
 - Verify the consumption of electricity and generation of power ~~if any~~ *अधिकारी*
- (g) The Engineer shall review the OM&M Manual and the Scheduled Maintenance Program submitted by the Contractor and provide its recommendations to the Employer.
- (h) During the OM&M Period, the Engineer shall inspect all the Facilities at least once a month and prepare an inspection report, setting out the defects or deficiencies, if any, and status of compliance with the relevant KPIs (including specifically, the Influent Standards and the Discharge Standards). *अधिकारी नगर पालिका*
- (i) The Engineer shall review the reports generated from the Online Monitoring Systems of different Facilities to assess adherence to their relevant KPIs and submit the monthly Adherence Reports to the Employer. *Superintending Engineer, 5th Circle, U.P. Jal Nigam Moradabad*
- (j) The Engineer shall assist Employer in estimating the Liquidated Damages and Penalty as applicable. *अधिकारी नगर पालिका परिसर*
- (k) The Engineer shall inspect laboratories where tests are conducted on samples to ensure conformance and compliance with relevant Managements and requirements. *अधिकारी नगर पालिका परिसर लोनी गाजियाबाद*
- Const. Unit U.P. Jal Nigam SAHARANPUR
- महानगरपालिका (जल) नगर पालिका परिसर
- अधिसूची अधिकारी नगर पालिका परिसर पिलखुना (गा. बाद) प्रधान मण्डल, उ०/१० बा. ३ निम्न
- महानगरपालिका (जल) नगर पालिका परिसर लोनी गाजियाबाद

- (I) During the Term, and as requested by the Employer, the Engineer shall provide its opinion and assessment on the implications of the events related to Emergency, Change in Law, Force Majeure, Fundamental Change in Law, Minor casualty, Total casualty, Variation and Unforeseen Site Conditions.

11.0 REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties

Each Party represents and warrants to the other Parties that:

- it has full power and SMCG-UP/Jal Nigam/Nagar Nigam/ULB to execute, deliver and perform its obligations under this Agreement, the Escrow Agreement and any other agreements required in relation to the Project;
- it has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and the Escrow Agreement; and
- there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement, or the Escrow Agreement.
- SMCG-UP (On behalf of Employer) and Contractor will sign the Escrow Agreement before date of Commencement of work as notified after signing the agreement.

Contractor's Representations, obligations and Warranties

The Contractor represents and warrants to the Employer that:

- it is duly organized, validly existing and of good standing under the laws of India;
- it has the financial standing and capacity to, operate, maintain, upgrade, renovate, replace and repair the Facilities in accordance with this Agreement;
- this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- the information furnished in the Bid of the Selected Bidder, and as updated on or before the date of this Agreement is true and accurate in all respects as on the Date of signing the agreement/Handover Date, as applicable;
- the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of its

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जल कल विभाग
नगर निगम सहरनपुर

General Manager
Const. Unit U.P. Jal Nigam
SARANPUR

अधिसूचि अधिकारी
नगर पालिका परिषद
पलबुवा (गो बाद)

अधिसूचि अधिकारी
नगर पालिका परिषद लोनी
गाजियन

अधीनस्थ अधिकारी
नगर पालिका निदेशक
नगर निगम सहरनपुर

memorandum and articles of association/charter documents or any Applicable Laws or Applicable Permits or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- (g) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of the GoI or the GoUP which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (h) it has complied with all Applicable Laws and Applicable Permits in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (i) none of its employees, consultants, service providers, suppliers, or Subcontractors, including any OM&M contractor, as of this day, have been engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice.
- (j) no representation or warranty by it contained in this Agreement or in any other document furnished by it to the Employer, the GoI or the GoUP in relation to Applicable Permits contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation or warranty.
- (k) Contractor, shall submit monthly payment certificates / bills to Uttar Pradesh Jal Nigam / Engineer with a copy to SMCG-UP in stipulated time on monthly basis as provision of agreement.

SMCG's Representations, obligations and Warranties

SMCG-UP represents, obligates and warrants to the Contractor that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has the financial standing and legal capacity to execute this Agreement and perform its obligations under this Agreement;
- (c) it has taken all necessary approvals to execute this Agreement and perform its obligations under this Agreement;
- (d) this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of the GoI or the GoUP, which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement; and

General Manager

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Uttar Pradesh Pollution Control Unit

UP JAL NIGAM

General Manager

Const. Unit U.P. Jal Nigam

SAGARPUR

नगर पालिका परिषद् लोनी

साजियाबाद

महाप्रबंधक (जल)
नगर पालिका विभाग
नगर निगम साजियाबाद

अधिसूची अधिकारी
नगर पालिका परिषद्
पिलखुवा (गांव बांद)

प्रधान मण्डल, उमरगढ़, मेरठ।

- (f) SMCG-UP shall facilitate and co-ordinate among the Uttar Pradesh Jal Nigam, Nagar Nigam/ ULB's/ Jal Sansthan/ Jal Kal and Contractor for Hand Over/ Hand Back and access to the Contractor for STPs and it's associated infrastructure (as Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains etc) and it's premises for performance of the Contract.
- (g) SMCG-UP shall facilitate and co-ordinate among Uttar Pradesh Jal Nigam, Nagar Nigam/ ULB's/ Jal Sansthan/ Jal Kal and Contractor for submission, processing, verification, certification and release of payment of monthly payment certificates/ Bills as provision of agreement.

The Contractor shall submit to the Engineer monthly statements/Bill of the value of the work/Services Provided for Maintenance, Operation and Management of Sewage System and sewer network less the cumulative amount certified previously supported with detailed Supporting Documents of Service Fee Fixed Component within 7 days of Each Month.

The Engineer shall check the Contractor's monthly statement/Bill within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question. Thereafter Employer Shall make the Payment within 14 days. But if there is any delay in Payment of Monthly Payment Certificate/Bill on the Part of Engineer/Employer, No Interest will be payable on account of delay of Payment.

Jal Nigam's Representations, obligations and Warranties

The Jal Nigam represents, obligates and warrants to the Contractor that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has the financial standing and legal capacity to execute this Agreement and perform its obligations under this Agreement;
- (c) it has taken all necessary approvals to execute this Agreement and perform its obligations under this Agreement;
- (d) this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of the Govt or the GoUP, which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement;
- (f) it has complied with all Applicable Laws and Applicable Permits (Mort) material respects;
- (g) the Site is not subject to any mortgage, lien, charge or any other Encumbrance;
- (h) it does not have any liability for any Taxes, or any interest or penalty in respect thereof, of any nature that may constitute a lien against the Site; and

General Manager

U.P. Jal Nigam

(Date: 08/11/2018)

General Manager

General Manager

Const. Unit U.P. Jal Nigam

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- (i) all information provided by it in the RFP and this Agreement (including the Technical Specifications) in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects.
- (j) Uttar Pradesh Jal Nigam Shall provide the access to the Contractor for STPs and it's associated infrastructure (as Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains etc) and it's premises for performance of the Contract. Uttar Pradesh Jal Nigam shall perform all activities of Hand Over/ Hand Back of the assets to/from the Contractor as per agreement.
- (k) Uttar Pradesh Jal Nigam, shall process, verify, certify and submit monthly payment certificates/ Bills to SMCG-UP in stipulated time on monthly basis as provision of agreement to put-up before the Committee constituted by Competent Authority for release of Payments.

Nagar Nigam/ULB's Representations, obligations and Warranties

Nagar Nigam/ULBs represents, obligates and warrants to the Contractor that:

- (h) it is duly organized, validly existing and in good standing under the laws of India;
- (i) it has the financial standing and legal capacity to execute this Agreement and perform its obligations under this Agreement;
- (j) it has taken all necessary approvals to execute this Agreement and perform its obligations under this Agreement;
- (k) this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- (l) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of the GoI or the GoUP, which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement; and
- (m) it has complied with all Applicable Laws and Applicable Standards in all material respects.
- (l) Nagar Nigam/ULBs Shall assist to the Contractor to get the access for STPs and it's associated infrastructure (as Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Networks and Rising Mains etc.) and it's premises for performance of the Contract. Nagar Nigam/ULBs will arrange the access to sewer networks under Jurisdiction of Concerned Jal Kal/ Jal Sansthan Department of the City/ Town. Nagar Nigam/ULBs shall perform all activities of Hand Over/ Hand Back of the assets in regards to sewer networks to/from the Contractor as per agreement.

Acknowledgement

- (a) The Parties acknowledge and confirm that the Parties have relied upon and have

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नगर पालिका परिषद
पलखुवा (गा. बाद)
अधिकासी अधिकारी
नगर पालिका परिषद
मण्डल, उदयो पर विभाग
मेरठ।

अधिकासी अधिकारी
नगर पालिका परिषद
लोनी

अधिकासी अधिकारी
नगर पालिका परिषद
लोनी

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entered into this Agreement on the basis of the representations, warranties and undertakings made by the Parties hereunder.

- (b) If any occurrence or circumstance comes to the attention of a Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Parties. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of a Party under this Agreement.
- (c) The SMCG-UP, SMCG related Parties, Jal Nigam, the Jal Nigam related Parties, Nagar Nigam/ULBs and the Nagar Nigam/ULBs related Parties or any of their agents or employees shall not be liable to the Contractor in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:
- (i) any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the information relating to the Project disclosed by the Employer to the Contractor; or
 - (ii) any failure to make available to the Contractor any materials, documents, plans or other information relating to the Project.

अधिकासी अधिकारी
नगर पालिका परिषद
अनूपशहर

अधिकासी अधिकारी
नगर पालिका परिषद
अनूपशहर

अधिकासी अधिकारी
नगर पालिका परिषद, दिवली
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिकासी अधिकारी
नगर पालिका परिषद, पुडूपनगर

अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

General Manager
Const. Unit U.P. Jal Nigam

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नगर पालिका परिषद
पिलखुवा (गा. बाद)

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

(SECTION-V)
SCOPE OF WORK AND
TECHNICAL PARAMETER

अधिसूचना नं. १००/१९८८
नगर पालिका, साहारनपुर

महाअसिस्टेंट (जिला)
नगर निगम साहारनपुर

नगर पालिका, पारसद, बिबकी

Superintending Engg
8th Circle
U.P. Jal Nigam Moradabad

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नगर पालिका पारसद
पिलखुवा (गा० बाद)

अधिसूचना अधिकारी
नगर पालिका पारसद लोनी
गाजियाबाद

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

नगर निगम गाजियाबाद

TABLE OF CLAUSES

Clause		Clause	
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		5.7	Handover of Sewage Treatment Plant, it's associated infrastructure and Sewer Network:
5.2	Background		5.7.1 Joint Inspection and Preparation of Inventory
5.3	5.3.1 Over View and Brief of Sewage Schemes		5.7.2 Handover Conditions
	5.3.2 Operation, Maintenance and Management		5.7.3 Fulfilment of Handover Conditions
5.4	TECHNICAL PARAMETERS TO BE ACHIEVED: PREAMBLE		5.7.4 Hand-back Requirements
5.5	5.5.1 REQUIREMENTS		
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	5.5.8 Contingency plan		
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समग्र

Superintending Eng
Bth Circle

U.P. Jal Nigam Moradabad

General Manager

Const. Unit U.P. Jal Nigam

SAHARANPUR

अधिसूचना नं. 167

नगर पालिका परिषद लोनी

गजियाबाद

अधिसूचना अधिकारी

नगर पालिका परिषद

पिलखुवा (गा. बा.)

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प्रथम मण्डल, उद्योग हल विभाग
मेरठ।

**(SECTION-V)
SCOPE OF WORK AND
TECHNICAL PARAMETER**

5.1 General

Through the issuance of this Request for Proposals (the "RFP"), the Uttar Pradesh State Ganga River Basin Authority (SGRCA) / State Project Management Group (SPMG) is soliciting Bid (the "Bids") for the long-term operation, maintenance, management and client services of the Sewage Treatment Systems and Sewer Network in different zones of the State.

The SGRCA, Lucknow is conducting this procurement process for the operation, maintenance and management of the System and Sewer Network in the State pursuant to the decision taken by the Government of Uttar Pradesh [Urban development] Vide letter

No 5483/नौ-5-2017-447सा/2017, दिनांक 12-02-2018

The SGRCA is soliciting Bids for a 10-year contract term up to 5-year renewal term options at the mutual agreement of both parties. Based on Bids received, the SGRCA will determine which contract term is most advantageous as described in this RFP. The SGRCA requires the selected Bidder to commence services/works on or before May/June 2018, subject to final agreement after award (the "Agreement") and receipt of necessary approvals.

By submitting a Bid, a Bidder (the "Bidder") agrees, if selected/awarded, to enter into the Agreement, which will be based on the details contained in this RFP, including the Agreement. The criteria by which the SGRCA, Lucknow will evaluate the Bids are set forth in RFP.

5.2 Background

The SGRCA is a registered society under the National Ganga River Basin Authority. The same has been named as SPMG under the Namami Gange. The SGRCA has been assigned the responsible for the operation, maintenance and management of the STPs in the State currently being operated, maintained and managed by the Jal Nigam and the different Municipal Corporations and Local Bodies in the State. There are 85 STPs in the State and 29 are under construction. The new STPs under construction have also an operation and management contract of 10 to 15 years. But the STPs constructed earlier which are out of such long-term operation and management agreements have been taken under this Project.

The above Sewage Treatment Systems have been divided into different zones for hiring of the services of the company for their long-term operation, maintenance and management contract.

Issuance of this RFP, the SGRCA, Lucknow will competitively procure a Contractor (the "Company") for the operation, maintenance, management and customer services for the Systems for each zone.

Superintending Engineer
S. Circle

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अधिशाली अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अधिशाली अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
जल नगर निगम
नगर निगम गाजियाबाद

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प्रथम मण्डल, उ.प्र. राज्य निगम
मेरठ।
General Manager
Const. Unit U.P. Jal Nigam
S. N. YAMHUR

5.3 5.3.1 Over View and Brief of Sewage Schemes

The details of these Sewerage Treatment Plants, related Sewage Pumping Stations and Sewer Network are as under:

(A)-STPs and MPS/IPS/SPS details

(i) Ghaziabad

- Ghaziabad, the Gateway of UP is close to New Delhi, on the main route into Uttar Pradesh and is part of the NCR. The city has two major divisions separated by the Hindon River, i.e. Trans-Hindon on the west and Cis-Hindon on the east side. The Cis Hindon area is divided into 3 zones-(1) Morti Zone, (2) Dundahera zone and (3) Bamheta zone and Trans Hindon area is divided into 2 zones (1) Indrapuram zone and (2) Khareda zone. In all these zones the sewerage network exists partially.
- In Cis Hindon area there are two existing STP in Dundahera zone of 56 MLD and 70 MLD, both based on UASB Technology and operated and maintained Nagar Nigam Ghaziabad. There are two under constructions STP, one each in Morti zone (56 MLD) and Bamheta zone (56 MLD). Both these STP are being constructed by Ghaziabad Development Authority.
- In Trans Hindon area, there are three existing STPs of 56 MLD (UASB Technology), 56 MLD (UASB Technology), and 74 MLD (SBR Technology) in Indrapuram zone. 74 STP is being maintained by UP Jal Nigam and other two STP of 56 MLD each are maintained by Nagar Nigam Ghaziabad and Ghaziabad Development Authority. 74 MLD STP based on SBR Technology treats the waste water of Sahibabad Drain after interception and diversion works at crossing of Hindon cut canal and NH-24. The treated effluent (within prescribed norms) of 74 MLD STP is discharged in River Hindon.
- The total length of existing sewer line (approximate) is Cis Hindon area is 680 km and Trans Hindon area is 850 km.
- Following Sewage Treatment Plants which have been constructed by UP Jal Nigam: -
 - 70 MLD STP at Dundahera based on UASB Technology
 - 56 MLD STP at Indrapuram based on UASB Technology
 - 56 MLD STP at Dundahera based on SBR Technology
 - 74 MLD STP at Indrapuram based on SBR Technology

Of the above STPs, only 74 MLD STP Indrapuram is being maintained by UP Jal Nigam, rest three are maintained by Nagar Nigam Ghaziabad. Hence, there are total 5 nos. STPs which are operational in Ghaziabad city. Out of these 74 MLD STP (SBR Technology) at Indrapuram is based on I&D works for Sahibabad drain and rest 4 nos. STPs treats domestic sewage.

Superintending Engineer
8th Circle

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पिलखुवा (गो. बाद)

(i) Details of Sewerage System in city (Ghaziabad)

S. No.	Description	Remarks
1	STP	74 MLD STP Indirapuram
	Capacity (MLD)	74 MLD
	Technology	SBR (SEQUENCING BATCH REACTOR)
	Design Parameters--	Inflow Norms Discharge Norms
	pH	6.5-8.0 7.0-7.5
	Temp. (Deg. Celsius)	Ambient Ambient
	BOD (mg/l)	220-250 < 10
	COD (mg/l)	400-500 < 100
	TSS (mg/l)	350-500 < 10
	DO	0 More than 6.0
	Faecal coliform (MPN/100ml)	4.5x10 ⁷ 100 per 100 ml after chlorination
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP	148 MLD Pumps 5 (4+1) Nos. 425 lps, 200 HP each, 23-meter head DG sets-2 nos. 625 KVA & 1 Nos. 500 KVA
	Main SPS, its capacity, design	-Do-
	Length of rising main, type of pipe used	1200 mm dia, PSC pipe 50 M
	Length of sewer line attached to the STP, its year of commissioning and size	5.16 km. Length, Tank sewer 1600 mm dia RCC NP3 pipe, year of commissioning 2012
	Nalas/drains attached to the STP	Sahibabad Drain
	Tentative discharge of the drains	150 MLD
	Whether treated effluent meeting the design discharge norms	YES
	Year of Commissioning	Feb-13 Nigam Moradabad

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2	STP	70 MLD STP Dundahera
	Capacity (MLD)	70 MLD
	Technology	UASB
	Design Parameters--	Inflow Norms Discharge Norms
	pH	6.5-8.0 7.0-7.5
	Temp. (Deg. Celcius)	Ambient Ambient
	BOD(mg/l)	220-250 < 30

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अधिकासी अधिकारी
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पिलखुवा (गा. बा. दा.)

General Manager
Const. Unit U.P. Jal Nigam
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COD(mg/l)	400-500	<100
TSS(mg/l)	350-500	<50
DO	0	More than 4.0
Faecal coliform (MPN per 100ml)	4.5x10 ⁷	< 1000
MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP	70 MLD Pumping Plant - 3 nos (W)+02 nos. (s) DG set-02 nos. 625 KVA & 1 No. 500 KVA	
Main SPS, its capacity, design	70	
Length of rising main, type of pipe used	MPS in STP campus- 15M	
Length of sewer line attached to the STP, its year of commissioning and size	275 km	
Nalas/drains attached to the STP	partial	
Tentative discharge of the drains	partial	
Whether treated effluent meeting the design discharge norms	YES	
Year of Commissioning	Jun-05	

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3	STP	56 MLD STP Dundahera
	Capacity (MLD)	56 MLD
	Technology	SBR
	Design Parameters--	Inflow Norms Discharge Norms
	BOD(mg/l)	250 = <10
	COD(mg/l)	450 <100
	TSS(mg/l)	400 = <10
	DO	0 More than 4.5 -5.0
	Faecal coliform (MPN per 100ml)	10 ⁶ < 100
	MPS attached to the above STP, with its capacity. (Details of pumps and generators). All these SPS are directly connected to the STP	56 MLD, 150 HP-6 MOTORS PUMPS, DG set-02 nos. 600 KVA & 1 No. 750 KVA & 01 No.-650 KVA
	Intermediate Pumping Station, its capacity, design	Sanjay Geeta SPS-30 HP 5 Motor Pumps
	SPS	Kaushambi
	Length of rising main, type of pipe used	C.I Pipes - 30 Meters
	Length of sewer line attached to the STP, its year of commissioning and size	1000 km
	Year of Commissioning	2012
	Whether treated effluent meeting the design discharge norms	YES

अधिसारी अधिकारी

नगर पालिका परिसर, साहयपुर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

अधिसारी अधिकारी

नगर पालिका परिसर, साहयपुर

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विलुखुवा (ता. बाद)

General Manager

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4	STP	56 MLD STP Indrapuram
	Capacity (MLD)	56 MLD
	Technology	UASB
	Design Parameters--	Inflow Norms Discharge Norms
	BOD(mg/l)	200 <30
	COD(mg/l)	400 <100
	TSS(mg/l)	450 <50
	DO	0 More than 4.5 -5.0
	Faecal coliform (MPN per 100ml)	10 ⁶ < 100
	MPS attached to the above STP, with its capacity. (Details of pumps and generators). All these SPS are directly connected to the STP	48 MLD, 150 HP-5 Motors Pumps, DG set-02 nos. 320 KVA, Sector 7 Vasundhara 8 MLD
	Intermediate Pumping Station, its capacity, design	Vaishali Sector 1 SPS 30 HP 5 No. motor Pumps Vaishali Sector 3 SPS 30 HP 5 No. motor Pumps Vaishali Sector 4&5 SPS 30 HP 5 No. motor Pumps Vaishali Sector 6 SPS 30 HP 5 No. motor Pumps Chandra Nagar SPS 30 HP 5 No. motor Pumps Brij Vihar SPS 30 HP 5 No. motor Pumps J Point SPS 50 HP 6 No. motor Pumps Pipe market SPS 75 HP 2 No. 40 HP-2 motor pumps Janak Puri SPS 30 HP 4 No. motor Pumps Panch sheel SPS 30 HP 4 No. motor Pumps R.M Block SPS 12 HP 2 No. motor Pumps
	Direct Connected SPS	Vasundhara Sector 7 SPS 60 HP 2 No. & 30 HP 3 No. motor Pumps Vasundhara Sector 19 SPS 30 HP 5 No motor pumps
	Length of rising main, type of pipe used	CI Pipes - 500 Meters
	Length of sewer line attached to the STP, its year of commissioning and size	870 km
	Year of Commissioning	1998
	Whether treated effluent meeting the design discharge norms	YES

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अनुपशहर

अधिसासी अधिकारी

अधिसासी अधिकारी

दरवाजा पारिषद, मुजफ्फरनगर

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(ii) Pilkhuwa

(ii) Details of Sewerage System (Pilkhuwa),

Sl.no.	Description	Remarks
5	STP	03 MLD Pilkhua STP
	Capacity (MLD)	03MLD
	Technology	UASB
	pH	6.5-8.0 7.0-7.5
	BOD(mg/l)	220-250 <30
	COD(mg/l)	400-500 <100
	TSS(mg/l)	350-500 <50
	DO	0 More than 4.0
	Faecal coliform (MPN per 100ml)	4.5x10 ⁷ <1000
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP	Yes, 4.30 MLD
	Main SPS, its capacity, design	4.30 MLD
	Length of rising main, type of pipe used	DI K-9/1.24 km.
	Length of sewer line attached to the STP	150 mm dia 1359.40 m 200 mm dia 22591.02 m 250 mm dia 3328.73 m 300 mm dia 818.40 m 350 mm dia 706.00 m 400 mm dia 998.00m 500 mm dia 222.50 m 600 mm dia 532.50 m 500 mm dia 947.58 m Trenchless (MS pipe)
	Year of Commissioning	2016
	Whether treated effluent meeting the design discharge norms	YES

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(iii) Loni

- Loni town, Distt. Ghaziabad is situated in National Capital Region at the Gateway of Delhi. Its boundaries are common with Delhi and Ghaziabad. Loni is Nagar Palika Prishad and is also the head-quarter of Loni development block.
- The following sewerage and STP related works have been executed in Loni town:-
 - Trunk sewer of 7.96 km
 - Branch sewer line 22.96 km
 - Rising main line 1.5 km
 - Effluent line 7.5 km of 1800 dia (for 74 mld)
 - Main pumping station 01 no. (68 MLD)
 - Sewage Treatment Plant 30 MLD

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नगर पालिका परिषद मुख्यालय

अधिकासी अधिकारी

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- The 30 MLD STP based on MBBR technology is being operated and maintained by Uttar Pradesh Jal Nigam. The treated effluent of this STP is finally discharge in River Ganga.

(iii) Details of Sewerage System in Loni

6	STP	30 MLD STP LONI
	Capacity (MLD)	30MLD
	Technology	MBBR
	Design Parameters--	Inflow Norms Discharge Norms
	pH	6.5-8.0 7.0-7.5
	Temp. (Deg. Celcius)	Ambient Ambient
	BOD(mg/l)	220-250 <10
	COD(mg/l)	400-500 <100
	TSS(mg/l)	350-500 <10
	DO	0 More than 4.0
	Faecal coliform (MPN per 100ml)	4.5x10 ⁷ <1000 per 100 ml after chlorination
	MPS attached to the above STP, with its capacity.(Details of pumps and generators.) All these SPS are directly connected to the STP	
	Main SPS, its capacity, design	68 MLD Pump 3(2+1) nos. 390 lps, 200 HP, 23 meter head DG set-2 nos. 325 KVA each
	Length of rising main ,type of pipe used	1000 mm dia, DI pipe 1.5 km
	Length of sewer line attached to the STP, its year of commissioning and size	Trunk sewer 7.96 km. length, 22 km. branch 1600 mm dia RCC NP3 pipe, year of commissioning 2012
	Nalas/drains attached to the STP	Loni Drain
	Tentative discharge of the drains	50 MLD
	Whether treated effluent meeting the design discharge norms	YES
	Year of Commissioning	Jun-12

(iv) Anupshahar

- Aupsahar city is situated at the bank of river Ganga which for approx 100 km from national capital New Delhi.
- Anupsahar city is divided into two zones: Zone-A and Zone-B. Waste water of 04 nos Nalas in Zone-A is treated at 0.80 mld STP based on WSP technology through I&D works and waste water of 6 nos Nallas in Zone-A is treated at 1.5 mld STP based on WSP technology through I&D works. Both the STPs and I&D works etc. had been constructed by UP Jal Nigam but both the STPs are operated and maintained by Nagar Palika Parishad, Anupsahar.
- At present, Anupsahar Sewage scheme is under construction. Under this project for Zone-A and Zone-B construction of 1.5 mld STP and 1.0 mld STP based on

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MBBR technology is under progress. Similarly sewerage network, 2 nos of MPS and other appurtenants works are under progress.

(iv) Details of Sewerage System (Anupshahar Town)

7	STP	STP Anupshahar	
	Capacity (MLD)	Zone-A: 0.80,	Zone-B: 1.75
	Technology	Stabilisation pond (WSP)	
	Design Parameters --	Inflow NORMS	Discharge Norms
	pH	6.5-8.0	7.0-7.5
	BOD (mg/l)	220-250	< 30
	COD (mg/l)	400-500	<100
	TSS (mg/l)	300-500	<50
	DO	0.00	More than 4.0
	Faecal coliform (MPN per 100ml)	4.5x10 ⁷	<1000
	Main SPS, its capacity, design	Zone-A: MPS-20 BHP (3 Nos.) Zone-B- 20 BHP (3 Nos.)	
	Length of rising main, type of pipe used	Zone-A: 0.80,	Zone-B: 1.75
	Length of sewer line attached to the STP, its year of commissioning and size	Nil	
	Nalas/drains attached to the STP	10 drains	
	Tentative discharge of the drains	2.55 MLD	
	Year of Commissioning	2008	

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8th Circle
U.P. Jal Nigam Moradabad

(v) Bijnore

There was no sewerage system in Bijnor Town. Under the circumstances, immediate attention had been given to construct and develop a systematic and adequate capacity sewerage system. Its proper disposal was very necessary for public health point of view. To overcome the environmental problem due to in-sanitary and hygienic conditions, a DPR, for Bijnor Sewerage Scheme had been prepared for a population of year 2040.

Under State Sector Programme amount of Rs. 11593.18 lacs sanctioned in financial year 2009-10. Sewer line laying work completed in year 2016. Now 68.79km Branch Sewer & 11.93km Trunk Sewer has been laid in Bijnor Town. MED STP based on UASB Technology & MPS is Under Construction. Sewerage system has been commissioned and handed over to Nagar Palika Parishad, Bijnor.

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(v) Details of Sewerage System (Bijnor Town)

8	STP	Bijnor	
	Capacity (MLD)	24	
	Technology	UASB (Up flow Anaerobic Sludge Blanket)	
	Design Parameters	Inflow Norms	Discharge Norms
	BOD (mg/l)	250	Less than 20

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COD (mg/l)	400-450	Less than 250
TSS (mg/l)	400-500	Less than 30
DO	00	More than 6
Faecal Coliform (MPN/100ml)	10 ⁷	Less than 1000
MPS attached to the above STP, with its capacity, (Details of pumps and generators). All these SPS are directly connected to the STP	Pumps-5 Nos., 9300lpm, 60BHP, 17M head, DG Set-2Nos. (160 KVA)	
Main SPS, its capacity, design	24 MLD	अधियासी अधिकारी नगर पालिका परिसर रामपुर
Length of rising main, type of pipe used	50m, D.I. Pipes	
Length of sewer line attached to the STP, its year of commissioning and size	Branch Sewer - 68.79m, Trunk Sewer - 11.93m, Commissioning Year - 2017, Size of Pipes - 150mm, 200mm, 250mm, 300mm, 350mm, 400mm, 450mm, 500mm, 600mm, 700mm, 900mm, 1100mm and 1200mm Dia.	
Year of Commissioning	2017	
Weather treated effluent meeting the design discharge	Yes	-SD- Superintending Engineer.

(vi) Rampur

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Rampur town with a population of 3,25,313 as per 2011 census has been segregated in 4 Sewerage Zones namely Zone-I, Zone-II, Zone-III and Zone-IV. Out of them Zone-I and Zone-II constitute major part of the town and the core area covering app. 70% of the population of the town. Zonewise description of Sewerage system is as under.

Rampur Sewerage Scheme Zone-I

This Scheme was sanctioned in the year 2005 and works were commenced in the same year. Most of the works were executed during 2005-2007. Due to stay orders by Hon'ble High Court on land of STP at Village Ghatampur the scheme could not be commissioned in the year 2007. After getting the stay orders vacated the sewage treatment plant and sewer line was completed and commissioned in the month of 08/2015. This Sewerage Scheme contains one 14mld UASB based Sewage Treatment Plant situated at Ghatampur, Rampur. 2 nos. Sewage Pumping Stations of 6.5 mld and 9.0 mld capacity, 72.30 km Sewer Line, 1.74 Km Rising Main, 1.3 km Treated Effluent line and other ancillary works. Sewer network is yet to be connected to household connections of Sewer House Connecting Chambers, therefore, scanty discharge app. 2 MLD is reaching the STP. Two Nalas namely Stadium Nala and Mala road Nala have been partly tapped to sewer line connected to the STP. Works on sewer household connections are likely to be started soon under "AMRUT" programme. Once the works for sewer house connection are completed STP will work on its design capacity. The yearly estimated expenses on operation & maintenance of this scheme for year 2017-18 is 306.61 lacs which is yet to be released by the Government.

Rampur Sewerage Scheme Zone-II

This Sewerage Scheme was also sanctioned in the year of 2005 and the works were commenced in the same year. This Sewerage Scheme contains one 15mld UASB based Sewage Treatment Plant situated at Village Phari, Rampur. 1 no. Sewage Pumping

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General Manager

Pollution Control Unit

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नगर निगम गाजियाबाद

अधियासी अधिकारी
नगर पालिका परिसर

पिलखुवा (गा. बाद)

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Station of 22.13 mld capacity, 71.50 km Sewer network, 3.2 km Rising Main, 0.1 km Treated Effluent main and other ancillary works. In this zone too Sewer network is yet to be connected to households by means of Sewer House Connecting Chambers, therefore, scanty discharge app. 2.5 MLD is reaching the STP. One Nala namely Pankha wala Nala has been partly tapped to sewer network connected to the STP. Works on sewer household connections are likely to be started soon under "AMRUT" programme. Once the works for sewer house connection are completed STP will work on its design capacity. The yearly estimated expenses on operation & maintenance of this scheme for year 2017-18 is 235.47 lacs which is yet to be released by the Government.

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Rampur Sewerage Scheme Zone-V

This zone comprises of rural area of Rampur town situated at it's outskirts along Rampur-Tanda road. This zone is presently out of municiple limits of Rampur town but is likely to be included in municiple limits soon. This zone comprises of Moh. Johar University compas and 03 nos nearby villages i.e. Pasiyapur Shumali, Shaukat Nagar and Benazirpur. The assets created under this scheme are 1 no. 5mld STP based on SBR technology, 1 no MPS of 7.85 mld capacity, 1 no IPS of 6.64 mld capacity, 16.69 km Sewer network, 0.632 km Rising main and 1.5 km treated effluent channel. Estimate for this scheme was prepared in year 2013 tacking 2014 as base year and works were commenced in August, 2015. The scheme was completed and commissioned in March, 2017 and is presently being operated and maintained by the firm M/s L&T for one year under mandatory defect liability period. Two villages are yet to be connected to the sewer lines.

(vi) Details of Sewerage System (Rampur Town)

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9	STP	15 MLD STP Pahari Gaon, Rampur
	Capacity (MLD)	15
	Technology	UASB
	Design Parameters --	Inflow Norms Discharge Norms
	BOD (mg/l)	275 < 30
	COD (mg/l)	575 < 100
	TSS (mg/l)	500 more than 6.00
	DO	0.00 less than 1000
	Faecal coliform (MPN per 100ml)	10 ⁸
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All theses SPS are directly connected to the STP.	Pahari Gate, MPS-1 capacity 22.13 MLD Pumps- 3 (2+1) nos, 120HP, 183 LPS, 27mtr Head, and Pumps- 2 (1+1) nos, 70HP, 110 LPS, 27mtr - Head
	Main Sewage pumping Stations, its capacity, design	22.13 MLD Superintending Engineer 8th Circle
	Length of rising main, capacity, type of pipe used	3.2 Km, 500mm dia; 180 type
	Length of sewer line attached to the STP, its year of commissioning and size	71.50 Km/07-2015/150mm-1000mm
	Nalas/drains attached to the STP	Pankhewalan Nala Partially attached

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प्रथम सहायक, उपायुक्त
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नगर निगम मुजफ्फरनगर

Tentative discharge of the drains	7 MLD
Year of Commissioning	Jul-15
Whether treated effluent meeting the design discharge norms	YES

10	STP	5 MLD STP Pasiyapur Shumali, Rampur
	Capacity (MLD)	5
	Technology	SBR
	Design Parameters --	Inflow Norms Discharge Norms
	BOD (mg/l)	250 = < 10
	COD (mg/l)	400 < 100
	TSS (mg/l)	400 = < 10
	DO	0.00 more than 6.00
	Faecal coliform (MPN per 100ml)	30x10 ⁷ less than 1000
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP.	IPS-6.64 MLD Inside Mohd Ali Jouhar University Pumps- 6 (4+2) nos, 12.50HP, 30 LPS, 14mtr-Head MPS-7.85 MLD Pasiyapur Shumali Pumps- 6 (4+2) nos, 15HP, 36 LPS, 16mtr-Head
	Main Sewage pumping Stations, its capacity, design	IPS-6.64 MLD Inside Mohd Ali Jouhar University MPS-7.85 MLD, Village Pasiyapur Shumali
	Length of rising main, capacity, type of pipe used	0.632 Km, 350 mm dia, DI Pipe
	Length of sewer line attached to the STP, its year of commissioning and size	16.69 Km/03-2017/150mm-800mm
	Nalas/drains attached to the STP	No
	Year of Commissioning	Mar 2015
	Whether treated effluent meeting the design discharge norms	YES

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11	STP	14 MLD STP Ghatampur, Rampur
	Capacity (MLD)	14
	Technology	UASB
	Design Parameters --	Inflow NORMS Discharge Norms
	BOD (mg/l)	275 < 30
	COD (mg/l)	575 < 100

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TSS (mg/l)	500	< 50
DO	0.00	more than 6.00
Faecal coliform (MPN per 100ml)	10 ⁸	less than 1000
MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP.	Ghatampur MPS-A-6.5 MLD Pumps- 3 (2+1) nos, 40HP, 91 LPS, Head, and Pumps- 2 (1+1) nos, 20HP, 40 LPS, 18+18 mtr-Head Near Stadium MPS-B- 9MLD Pumps- 3 (2+1) nos, 80HP, 126 LPS, Head, and Pumps- 2 (1+1) nos, 50HP, 56 LPS, 24mtr- Head	
Main Sewage pumping Stations, its capacity, design	15.5 MLD	
Length of rising main, capacity, type of pipe used	1.745 Km, 450 mm dia, DI Pipe	
Length of sewer line attached to the STP, its year of commissioning and size	72.30 Km/ 08-2017/150mm-800mm	
Nalas/drains attached to the STP	Mala Road Nala & Stadium Nala Partially attached	
Tentative discharge of the drains	4MLD, 3MLD	
Year of Commissioning	August -15	
Whether treated effluent meeting the design discharge norms	YES	

(vii) Meerut

Only four Major drains are in city and of which 3 drains merge in East Kali River namely Abu Nala-1, Abu Nala-2 and Odean drain. One drain name (Khadoli) falling into the field and discharge is less and sewage used by farmers.

Presently only 460 Km branch sewer exists in the Nagar Nigam Area. Present Sewerage System exist only in very limited area of old city and colonies developed by MDA and UP Avas Vikas. In old city sewers were laid in year 1975, having 6 Intermediate Pumping Stations and one main Pumping Station. At that time sewer used for farming & now the all pumping stations pumped into near by drains. Whereas sewer pipes laid in colonies developed by Meerut Development Authority and Avas Vikas Parishad are approximately 10 - 25 years old. Existing sewer in part of core city area is quite old, choked and in deteriorating condition. The present coverage of city with sewerage system is about 15% of total area and population-wise its 25% of total population.

WORKS UNDER (JNNURM) : Meerut Nagar Nigam decided in 9 sewerage zones. Presently a sewerage system for zone 5 and 7 of Meerut Nagar Nigam has been approved by the central Govt. and is under implementation.

This project of Rs. 231.01 Cr. has been prepared to cover sewerage zone 5 & 7 fund recived till date 194-58 Cr. & expenditure till date 194.58 Cr. Balance Rs. 36.44 Cr. Yet to be release for Jal Nigam. Proposed works laying of new sewers and appurtenances - 237 Km, Intermediate Pumping Station - 2 Nos, Rising Main - 2 Nos, Rising Main - 1.14 Km & Sewerage Treatment Plant based on 72 MLD.

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महानगरपालिका (महानगर)
जल उपकरण विभाग
नगर निगम गाजियाबाद

अधिकासी अधिकारी
नगर पालिका परिषद
विलखुवा (गा. बा. द.)

अधीनस्थ अधिकारी
प्रधान कार्यकारी, उपाध्यक्ष, नगर निगम
गाजियाबाद
General Manager
Jal Nigam
GAJIAABAD

Although STP near Kamalpur Village. 1 No. STP 72 MLD, 2 Nos MPS & 1 No. IPS and sewer line under commissioning.

SEWAGE TREATMENT PLANTS :- In Meerut city there are total 12 numbers of sewage Treatment Plants exists in the city out of them, 11 numbers of the STPs are constructed and maintained by the Meerut Development Authority in the colonies developed by them. The STP of capacity 72 MLD at Kamalpur is constructed under the JNNURM Mission for zone 5 & 7 is under commissioning.

(vii) Details of Sewerage System (Meerut Town)

12	No. of STP	72 MLD STP, Meerut
	STP	1- Kamal pur
	Capacity (MLD)	72 MLD
	Technology	SBR (Sequencing Batch Reactor)
	Design Parameters--	Inflow Norms Discharge Norms
	BOD (mg/l)	300 = < 10
	COD (mg/l)	450-550 < 100
	TSS (mg/l)	600 = < 10
	DO	0 more than 6.00
	Faecal coliform (MPN per 100ml)	30x10 ⁷ less than 1000
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.) All these SPS are directly connected to the STP	MPS - 1 Kamal pur (Commissioning under progress) PUMPS :- 5 Nos, 423 LPS, 120 HP, 16.0 Meter Head Gen.Set - 2 Nos 1250 KVA MPS - 2 Kamal pur (Commissioning under progress) PUMPS :- 5 Nos, 56 LPS, 25 HP, 19.0 Meter Head Gen.Set - 2 Nos 1250 KVA
	Main SPS, its capacity, design	IPS - 1 (Mazid Nagar) PUMPS :- 5 Nos, 55 LPS, 20 HP, 14.0 Meter Head Gen.Set - 1 Nos 100 KVA IPS - 5 Shashtri Nagar 'A' Block (Commissioning under progress) PUMPS :- 5 Nos, 171 LPS, 60 HP, 16.0 Meter Head Gen.Set - 1 Nos 250 KVA
	Length of rising main type of pipe used	1.14 km, DI, K-9
	Length of sewer line attached to the STP, its year of commissioning and size	183 km
	Nalas/drains attached to the STP	Nil
	Year of Commissioning	-
	Whether treated effluent meeting the design discharge norms	YES

अधिकासी अधिकारी
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अधिकासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बा. 6)

अधिकासी अधिकारी
नगर पालिका परिषद
प्रथम मण्डल, मेरठ
General Manager
Const. Unit U.P. Jal Nig
SAHARANPUR

(viii) Mujaffarnagar

Kali river (west) is the main river of Mujaffarnagar town. Kali river meets Hindon river and Hindon river meets to Yamuna river, thus polluting river Yamuna. Town is divided by railway line in 02 zones. Town has 6 drains in west zone and 02 drains in East zone which carry untreated waste water from house and industries. Previously these drains discharge directly into river Kali (West) thereby polluting the river under Yamuna Action Plan one 32.50 MLD (oxidation pond, WSP) commissioned in 1999 in Kidwainagar and west zone drains were intercepted and diverted to the STP.

Under Amount Scheme rehabilitation of old sewer lines and 4700 no. house connections is in progress

(viii) Details of Sewerage System (Muzaffarnagar Town)

13	STP	32.5 MLD Kidwainagar, Mujaffarnagar
	Capacity (MLD)	32.5
	Technology	Oxidation pond (WSP)
	Design Parameters --	Inflow Norms Discharge Norms
	BOD (mg/l)	100-250 less than 30
	COD (mg/l)	250-500 less than 100
	TSS (mg/l)	200-600 less than 50
	DO	0.00 more than 6.00
	Faecal coliform (MPN per 100ml)	4.5x10 ⁷ less than 1000
	Details of Pumps.	MPS Krishnapuri 3(2+1), 120HP, Total discharge 600 LPS Additional MPS Krishnapuri 3(2+1), 80HP, Total discharge 300 LPS IPS-I, Samshanghat 3(2+1), 60 HP, Total discharge 270 LPS IPS-II, Premपुरी 3(2+1), 20 HP, Total discharge 34 LPS
	Main SPS, its capacity, design	-Do-
	Length of rising main, type of pipe used	-
	Length of sewer line attached to the STP, its year of commissioning and size	32 Km
	Nalas/drains attached to the STP	6 Drains
	Tentative discharge of the drains	60 mld
	Year of Commissioning	1999
	Whether treated effluent meeting the design discharge norms	YES

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नगर निगम महरनपुर

अधिकासी अधिकारी

नगरपालिका परिषद्, मुजफ्फरनगर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

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नगर पालिका परिषद्
पिलखुवा (गा. बा.द.)
अधीनस्थ अधिकारी
प्रधान मण्डल, उदयगंज जिला
मेरठ।

महाप्रबन्धक (जल)
जल निगम महरनपुर
नगर निगम महरनपुर

(ix) Saharanpur

The Sewerage System in the town was introduced during 1961-62 after introduction of water supply in 1958.

• **WORKS UNDER YAMUNA ACTION PLAN-I**

Under YAP-I, following works were carried out:

1. Construction of 3 new SPS at Rakesh Theatre (17.28 Mld), Sabji Mandi Pul (9.97 Mld) and Govind Nagar (28.88 Mld) with renovation of existing SPS (38 Mld) at STP site.
2. Laying of RCC NP-3 Sewer Line 300 mm to 900 mm dia in 4700 m length.
3. Tapping of 51 Small and Big drains.
4. Laying of C.I. Rising Main 350 mm to 700 mm dia: 380 m
5. Construction of 38 MLD STP based on UASB technology at Praduman Nagar, Malhipur Road.

(ix) Details of Sewerage System (Saharanpur City)

14	STP	38 MLD Praduman Nagar, Malhipur Road, Saharanpur
	Capacity (MLD)	38
	Technology	Up-flow Anaerobic Sludge Blanket (UASB)
	Design Parameters --	Inflow Norms Discharge Norms
	BOD (mg/l)	100-250 less than 30
	COD (mg/l)	250-500 less than 250
	TSS (mg/l)	200-600 less than 50
	DO	0.00 more than 6.00
	Faecal coliform (MPN per 100ml)	10 - 10 less than 1000
	MPS attached to the above STP, with its capacity. (Details of pumps and generators.).	1. SPS at Rakesh Theatre 2. SPS at Sabji Mandi Pul 3. SPS at Govind Nagar 4. MPS at STP
	Main SPS, its capacity, design	Total 38 mld
	Length of rising main, type of pipe used	380 m C.I. Pipe 350 to 700 mm dia
	Length of sewer line attached to the STP, its year of commissioning and size	66 Km
	Nalas/drains attached to the STP	51 drains were attached to the STP through Sewerage Network.
	Tentative discharge of the drains	
	Year of Commissioning	2002
	Whether treated effluent meeting the design discharge norms	YES

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(B) Associated Pumping Stations: (As above and details are mentioned in Volume III of Agreement as per Joint Site Visit)

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पिलखुवा (गा. बा.)

अधीक्षण अधिकारी
प्रथम मण्डल, स. न. न. न. न.
मेरठ।

अधिकासी अधिकारी
नगर पालिका परिषद लोनी
मजिस्ट्रेट

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

(C) Associated Sewer Network of City/ Town- (As per RFP/Joint Site Visit and are mentioned in Volume III of Agreement)

S.No.	Town/City	Total Length (KM) (Approximate)
1	Ghaziabad,	2150.16
2	Meerut,	183
3	Saharanpur,	66
4	Muzaffarnagar	32
5	Pilkhuwa,	31.50
6	Loni,	30.92
7	Anupshahr,	58.87
8	Bijnor,	80.72
9	Rampur	161.12
Total Length		2794.29

Quantity to be executed over and above the RFP quantity will be analyzed and paid by the Employer to Contractor as part of Variation Order.

5.3.2 Operation, Maintenance and Management

(a) The OM&M Manual

The Contractor shall submit an OM&M Manual as per provision of the Contract Agreement before date of Commencement of work. The OM&M of the Sewage Treatment Plant, it's associated infrastructure and Sewer Network shall be done as per the approved OM&M Manual, any approved updating to it as agreed by the employer and the ESHS Documents, Applicable Laws and Applicable Permits. The OM&M Manual shall specify the operation procedures (separately for each component of each Facility of each Location) and maintenance procedures. In case of any errors or deficiencies in the Technical Specifications, the OM&M Manual shall take into account, address or rectify such errors or deficiencies.

(b) Guidelines of Operations

o Inventory Control

Throughout the OM&M Period, the Contractor shall provide and maintain tools and spare parts in accordance with the Contract Agreement.

The current stock levels shall be updated on-line by monitoring signals and sensors system (e.g. level of chemical tanks.). All delivery of spare parts and consumables shall be recorded as appropriate.

The Contractor shall carry out inventory checks every six months. The inventory checks shall be scheduled to avoid disturbance to the OM&M.

o Chemicals, Dangerous Goods and Hazardous Materials

The Contractor shall provide and maintain storage of chemicals, dangerous goods and hazardous materials required for the OM&M. Dangerous goods include any of the goods or substances to which the Dangerous Goods Ordinance applies.

o Guidelines for Maintenance

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पिलखुवा (गा. बा.)
प्रथम मण्डल, उ.प्र. प.स. मेरठ।

General Manager
Const. U.P. Jal Nigam
SARANPUR

The Contractor shall carry out corrective and preventive maintenance of the Sewage Treatment System, its associated infrastructure and Sewer Network in accordance with the agreement, OM&M Manual, Scheduled Maintenance Programme and EHS Plan to ensure the Sewage Treatment, its associated infrastructure and Sewer Network and equipment perform to the specific standards.

The maintenance of all civil structures shall be done for a period of 10 years or extended period of contract as per the frequency as per CPHEEO / CPWD maintenance manual maintenance manual as approved by employer.

o Maintenance Management

A Computerized Maintenance Management System (CMMS) shall include functions for the creation and upkeep of work orders and maintenance records. The database shall include the following information:

- Preventive maintenance programmes of systems, equipment building and infrastructure of the Sewage Treatment System and Sewer Network, which are used to generate work order for preventive maintenance automatically;
- Logs of system or equipment fault/breakdown and automatic generation of work orders for corrective maintenance;
- Date of inspection/ maintenance (preventive or corrective) carried out;
- Name and positions of Contractor's staff carried out the inspection/maintenance;
- Logs of manual alterations of any operations records, etc;
- Details of inspection/maintenance carried out including:
 - Cause of maintenance
 - Maintenance procedures
 - Special gears/equipment used.
 - Spare parts used
 - Equipment/ parts replaced
 - Any follow-up action/ recommendations (e.g. change of operational procedures. Etc)

The CMMS shall have functions to organise, sort and filter the maintenance records in the database as required and perform statistical analysis and generate reports for performance monitoring. The CMMS database shall be archived on a monthly basis. One electronic copy of the entire database shall be stored on the Site for retrieval as necessary.

o Calibration of Instruments and Measuring Equipment

The Contractor shall maintain accuracy and reliability of all measurement facilities throughout the OM&M Period to enable correct and effective monitoring and control of the Sewage Treatment System and Sewer Network.

The Contractor shall be responsible for the calibration and maintenance of all measurement facilities. All calibration work shall be carried out so as not to delay or disrupt the OM&M. Calibration frequency shall not be less than as recommended by the manufacturers of the instruments or measuring equipment and in no case longer than 12-month intervals.

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प्रथम मण्डल, उद्योग जल निगम
मेरठ।

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

During the OM&M Period, the Contractor shall provide and maintain tools and spare parts in accordance with the Contract Agreement.

The storage of special tools and inventory of spare parts shall be recorded and monitored.

At the expiry of the OM&M Period, the Contractor shall handover to the employer all special tools and spare parts in accordance with the Contract Agreement. The stock level of spare parts shall be supposed to be kept sufficient by the Contractor for operation and maintenance of last year of Contract Period and the same shall be handed over to Employer.

o Records and Reporting

o Archiving of SCADA and CMMS Data

The Contractor shall maintain all operation and maintenance records, including SCADA, throughout the OM&M Period in a safe and secure manner. Any amendment to the records shall only be made in accordance with proper checking and authorization procedures, which shall be included as part of the OM&M Manual.

The Project Engineer shall be allowed to check the above-mentioned data and records described at any time.

As far as possible, all records shall be kept electronically utilizing the Contractor's computer facilities with backup security. If the computer facilities fail, then appropriate paper records shall be produced and filed.

o Site Diary

The Contractor shall maintain a Site Diary which shall include, as a minimum, the following information on a daily basis:

- Date and weather;
- Operation hours;
- Labour on the Site;
- Flow and quality records of influent and Treated Effluent;
- Disposal records of treatment by-products;
- Accidents and incidents;
- Instructions to the Contractor;
- Comments by the Contractor;
- Complaints received and action taken;
- Authorized visitors to the Site; and

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महानगर निगम (सहल)
नगर निगम माजियाबाद

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The Site Diary shall be checked and signed by authorized personnel of the Contractor in accordance with the OM&M Manual.

The Contractor shall keep appropriate records of all personnel employed at the Site. These records shall be available for inspection by the Project Engineer at any time.

○ Safety and Health Records

The Contractor shall keep records on all safety and health matters as per the requirements of the Contract Agreement, OM&M Plan and the EHS Plan and update such records daily for inspection by the Project Engineer.

○ Daily report

The Contractor shall provide details in the form of daily reports, of operational data and information in relation to the OM&M of the Sewage Treatment System and Sewer Network to the Employer in a systematic and concise manner, which shall include the following

- Availability of the Facilities
- Characteristics of the Treated Effluent and deviations from the KPIs, if any
- Characteristics of the Treated Water and deviations from the KPIs, if any
- Characteristics of the Digested Sludge and deviations from the KPIs, if any

○ Monthly Report

The Contractor shall provide details in the form of monthly reports, of operational data and information in relation to the OM&M of the Sewage Treatment System and Sewer Network to the Employer in a systematic and concise manner. Monthly reports shall be submitted to the Employer by the 7th day of the subsequent month and shall include the following:

- Availability of the Facilities
- Characteristics of the Treated Effluent and deviations from the KPIs, if any
- Characteristics of the Treated Water and deviations from the KPIs, if any
- Characteristics of the Digested Sludge and deviations from the KPIs, if any
- Summary of energy consumption (fuel and electricity) of the Facilities;
- Quantities of chemicals, reagents, fuel and spare parts consumed;
- Stock level of chemicals, reagents, fuel and spare parts;
- Programme showing the scheduled maintenance (including planned and ongoing) work in the following month.

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General Manager
Pollution Control

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नगर पालिका परिषद

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नगर पालिका परिषद

अधिकासी अधिकारी
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गजियाबाद

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Quarterly Report

The Contractor shall provide details in the form of Quarterly reports, of operational data and information in relation to the OM&M of the Sewage Treatment System and Sewer Network to the Employer in a systematic and concise manner. Quarterly reports shall be submitted to the Employer within 7 days of end of a quarter and shall include the following:

- Availability of the Facilities
- Characteristics of the Treated Effluent and deviations from the KPIs, if any
- Characteristics of the Treated Water and deviations from the KPIs, if any
- Characteristics of the Digested Sludge and deviations from the KPIs, if any
- Summary of energy consumption (fuel and electricity) of the Facilities;
- Quantities of chemicals, reagents, fuel and spare parts consumed;
- Stock level of chemicals, reagents, fuel and spare parts;
- Programme showing the scheduled maintenance (including planned and ongoing) work in the following quarter.

Annual Report

The Contractor shall submit Annual Reports to the Employer within 30 days of end of the year and the report shall include the following:

- summaries of quantities and characteristics of Sewage received and treated at the package -4 Sewage Treatment System and Sewer Network, during the reporting year;
- overall performance of each STP with highlights on non-compliance with KPIs as reported in each quarter;
- summary of expiry dates for licences, permits and certificates for the OM&M;
- summary of major equipment breakdown, repair, overhaul, renewal, replacement, modification, performance tests, condition surveys carried out;
- summary of incidents related to safety and health, environmental issues, security and complaints;
- scheduled maintenance, overhaul, renewal, replacement, modification of major plant and equipment, Performance Tests and Condition Surveys in the forthcoming 12 months;
- list of Changes ordered by the Employer, with details and status;

Monthly Environmental Monitoring Report

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The Contractor shall submit Monthly Environmental Monitoring Reports to the Employer providing overview of compliance with EMS Plan.

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General Manager
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नगर निगम सहरनपुर
अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद
पिलखुवा (ग। बा.)
प्रथम मण्डल, उ००० चक्र निगम
252 मेरठ।
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नगर पालिका परिषद
महाप्रबन्धक (जल)
नगर निगम सहरनपुर
अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद
पिलखुवा (ग। बा.)
प्रथम मण्डल, उ००० चक्र निगम
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- (a) For all operation, maintenance and management works, the Contractor shall provide skilled staff which has suitably skilled, adequate qualifications and sufficient experience of similar works as per provision of Contract Data 9 (Clause 9.0) of agreement. The Contractor shall be solely responsible for discharging all obligations in connection with the employment of the OM&M personnel, including the payment of wages, salaries, Taxes, and retrenchment compensation and providing all amenities and benefits required under applicable laws.
- (b) The Contractor shall appoint an overall Sewage Treatment System and Sewer Network, Project Manager to be responsible for managing the Operation, maintenance and management of Sewage Treatment plant, it's infrastructure and Sewer Network. The detailed staffing schedule shall be approved by employer / labour and below the age of 18 years shall not be employed.
- (c) Subject to compliance with the Applicable Laws, the Contractor shall have full freedom to determine its internal human resources (HR) policies, including, the wages, benefits and salary structure of its employees, the conditions of service, the shifts of work, its hire and fire policy (whether for misconduct or other cause), and payment of severance or retrenchment compensation.
- (c) The Contractor shall make appropriate arrangements for maintenance of items like road work, buildings, horticulture, patrolling and maintenance of civil structures, vehicle operations and other activities defined to fulfill its obligations under OM&M Contract.
- (d) The Jal Nigam/Nagar Nigam/ULB is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the OM&M personnel. The Contractor shall hold harmless and indemnify the SMCG-UP/Jal Nigam/Nagar Nigam/ULB against all losses, claims, costs and damages that the Jal Nigam/Nagar Nigam/ULB may suffer due to the Contractor's or any of its Subcontractor's failure to comply with applicable laws.

TECHNICAL PARAMETERS TO BE ACHIEVED

5.4 PREAMBLE:

The Technical Parameters contained herein shall be read in conjunction with the Documents as specified.

5.5 REQUIREMENTS

5.5.1 The Technical Parameters in accordance with which the entire work of operation, maintenance, management and client services of the Sewage Treatment Systems and

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Const. Unit U.P. Jal Nigam
SAHARANPUR

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Sewer Network as described in bidding documents shall be executed and completed by the Contractor during Contract Period.

The following parameters are an essential part of analysis at the on-site laboratory. The location of sampling and the parameters that are required to be tested for are given below and must meet as per Standard requirement of Sewage System as prescribed by Central/ State Pollution Control Board/appropriate Authority and/or as per direction of Engineer/Employer.

- I. pH
- II. Total Solids (TS)
- III. Total Suspended Solids (TSS)
- IV. Total Dissolved Solids (TDS)
- V. Biochemical Oxygen Demand (BOD)
- VI. Chemical Oxygen Demand (COD)
- VII. Dissolved Oxygen (DO)
- VIII. Faecal Coli form
- IX. Temperature
- X. Chlorine Demand
- XI. Residual Chlorine
- XII. Mixed Liquor Suspended Solids (MLSS)
- XIII. Mixed Liquor Volatile Suspended Solids (MLVSS) and Sludge Volume Index (SVI)
- XIV. Any Specific- As required

Campus of Sewage treatment plant and related Sewer Network will be maintained by Contractor including buildings, peripherals, gardening, plantation and landscape. Treated sewage water will be property of Employer.

Contractor will be responsible to collect and treat wastewater sewage up to Maximum Capacity of STPs of particular Zone.

Design and Engineering of the works against Major Replacement of the System fund/ Const. Unit U.P. Jal Nigam shall be based on extensive survey and investigation before execution to ensure that the works are carried out as per standard procedures indicated in the CPHEEO Manual on Sewerage and Sewage treatment

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(2013/latest), relevant specifications of Bureau of Indian Standards (BIS), WRC Sewerage rehabilitation Manual 2001 and CPWD guidelines on rehabilitation of Structures.

Treated Effluent Quality (KPIs)

The Treated Effluent shall meet the following requirements during the OM&M Period subject to design parameters of the Plant.

Parameter	Unit	Standards for STPs (Mandatory)	Standards for STPs (Desirable)	Remarks
(1)	(2)	(3)	(4)	(5)
pH	range	6.5-9.0	6.5-9.0	Payment is linked with Treated Effluent Parameters (Refer: Conditions of Contract, Section IV, Clause 39)
BOD	mg/L	<30	<10	
TSS	mg/L	<50	<20	
COD	mg/L	<100	<50	
Faecal Coliform	MPN/100 mL	<1000	<100	

The Treated Effluent shall be tested and checked for compliance with KPIs as defined above by analysing the results of the online monitoring system. Composite sample shall be considered for payment of monthly Payment Certificate/Bills based on Standards for STPs (Mandatory). Grab Sampling and Testing of influent and effluent may be for the purpose of monitoring only.

Testing Methodology and Frequency

The raw sewage and Treated Effluent shall be tested and checked for KPIs as defined below.

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Parameters to be Measured	Frequency	Methodology
Treated Effluent (BOD, TSS, TN, NH4-N, COD, TP)	Continuous	Analysing the average of real time values of respective online instrument.
Treated Effluent (BOD, COD, TSS, Faecal Coliform)	One composite sample a day	24-hour composite be collected and analysed. These samples shall be stored in a refrigerator at a temperature between 1°C and 4°C. The sample shall not be allowed to freeze.
Treated Effluent (BOD, COD, TSS, Faecal Coliform)	One Composite sample of a day every month	The sample shall be tested in National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory recognised by CPCB and SPCB.

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नगर पालिका परिषद लोनी
गजियाबाद

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नगर निगम गजियाबाद

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प्रथम मण्डल, लोनी

Testing Methodology and frequency shall as per latest Guidelines of CPHEEO/
MoEF&CC/CPCB/SPCB.

5.5.2 Daily maintenance of Sewer lines:

The contractor shall attend all complaints from the Employer, District Administration, Public Representatives, individuals and will rectify the defects mentioned in the complaints. This includes removal of chokage of any sewer line, boiling manholes, leakage from sewer line or manholes, replacement of sewer line or repair of manholes or replacement of manhole covers or reinstatement of road surface etc.

5.5.3 Daily Operation of Sewage Pumping Stations

The contractor shall carryout all Operation of Sewage Pumping Stations indicated below; in accordance with good operating practices, as set out in this contract. The Operation and Maintenance shall include but not be limited to the following:

Operate Sewage Pumps and other electrical equipments installed at Sewage Pumping Stations in accordance with their operational manual.

Operate Sewage Pumps and other electrical equipments during power failure with generators (average 6 hours per day).

Keep the premises of Sewage Pumping Stations clean and carryout daily cleaning of grit channels, coarse bar screens and removal of screenings and their disposals outside the premises as per direction of Engineer In-charge.

Carryout continues flow measurements of incoming and outgoing Sewage and recording the same and also keeping record of energy consumption on daily bases.

Providing security for facilities and systems at all times.

Oiling and greasing of all sluice gates, machinery, pumps etc. as per operational manual.

5.5.4 Energy Audit:

The Contractor shall take all necessary measures to minimize the power consumption in carrying out its operations. The energy audit operations shall include, but not be limited to the following.

Reducing electricity consumption by regulating equipment operation through suitable modifications to the operating schedules.

Maintaining power factor and demand to avoid penalty.

Installing more efficient pumping equipment and following better maintenance practices for electrical installation.

5.5.5 Repairs and Maintenance:

The Contractor shall carry out preventive, routine maintenance and break down maintenance Operations for proper upkeep of plant in accordance with good operating practices. The following items shall be included in such maintenances.

5.5.6 Machinery and equipment:

Cleaning and maintaining all rising main / sewers in pumping stations premises at least four times in a year.

Repairing and replacing damaged pipes, fittings and walls for suction and delivery pipes.

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Repairing and replacing pump impellers, body, bearings shafts, and column pipes.
Repairing and replacing motors.
Repairing and replacing starters, circuit breakers, and capacitors.

5.5.7 Daily Operations of Sewage Treatment Plant

The Contractor shall carry out all facility operation and waste water disposal operations indicated below; in accordance with Good Operating Practices, as set out in this Contract. The Facility operation and waste water disposal operations shall include, but not be limited to the following:

Operating Sewage Treatment Plant to maintain the quality of treated sewage within the standards prescribed in the tender, operate electrical equipment during power failures by operating generators (avg. 6hrs. per day), operate the centrifuge for sludge drying and treat incoming sewage at prescribed standards through optimal dosing.

Carrying out daily cleaning of grit channels and removal of screenings and disposal of floating matter in grit dewatered sludge out of premises.

Carrying out continuous flow measurements of treated & untreated sewage and recording the same online / offline.

Collecting samples of influent and effluent and analyzing them daily to determine the quality of sewage and performance of the treatment plant and

Providing security for facilities and system at all times.

5.5.8 Contingency plan:

Developing and implementing contingency plans in respect of responses to natural disasters, periods of power failure, storm water inflow into sewers during monsoon, de-silting of units of treatment plants, constraint operations or other similar emergencies to maintain the quality of treated sewage.

5.5.9 Repairs and Maintenance (in STP premises)

The Contractor shall carry out preventive, routine maintenance and break down maintenance Operations for proper upkeep of plant in accordance with good operating practices. The following items shall be included in such maintenances.

i) Machinery and Treatment Plant Equipment

Dewatering and de-silting of sludge sump, chlorination tank, chemical dosing tanks at least twice a year as per approved programs and disposal of silt.

Cleaning and maintaining all rising mains/sewers in the plant area at least four times a year.

Repairing and replacing damaged pipes, fittings and valves for suction and delivery pipe.

Repairing and replacing pump impellers, body, bearings shafts column pipes.

Repairing and replacing motors

Repairing and replacing starters, circuit breakers, capacitors

Repairing and replacing vanes and/or gears of agitators

Repairing and replacing transformer.

Repairing of blowers, decanter, diffusers, chlorinator, chemical dosing equipments & centrifuge.

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General Manager
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SAHAYABAD

Water proofing leaking roofs of the buildings.

The preventive and routine maintenance shall include all repairs and provision of spares material and tools required for these repairs. The Contractors shall also carry out breakdown maintenance and repairs. The labour, tools and plant, spares shall be arranged by the Contractor. The following spares shall be the respective responsibility of the Contractor and the Employer during preventive routing and breakdown maintenance.

5.5.10 Repairs and Maintenance Schedules

1. Pumping Station and Treatment Plant Complex:

As per indicated period checking the operation, correcting defects, attending to calibration and setting is required attending to minor repairs and proper up keeping) such as cleaning and painting) required for the following:

i. Monthly

Roof and surroundings and
Lightning arrestors.

ii. Annual

Leakages in structures
Ladders
Railings
Structural damages to the wet and dry well and
Overflow drain.

2. Pumping Machinery and Treatment Plant Equipment:

As per indicated period checking the operation, correcting defects attending to calibration and setting is required attending to minor repairs and proper up keeping) such as cleaning and painting) required for the following:

i. Daily

Screens/ Grit Channels

Moving parts of screens and grit removal equipment, Blowers /Agitators / Pumps/ Agitators /Return Sludge pumps/ Chemical mixer/Centrifuge/Decanter.

Stuffing box

Bearing

Vibration, balancing on Decanter, chemical dosing and mixing, Motors

Contact tightness

Cable insulation near the lugs.

Panels Breaker and Starter

Contacts of relay and circuit breaker

Setting of over-current relay, no-volt coil and tripping mechanism and off in the dash pot relay.

Transformer Sub-station

Ground Operated Dis-connectors (GOD)

Contacts of GOD and of Over Current (OC) relays

Sludge pit

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ii. Monthly

Screens and Grit channels
Chains in mechanically operated components
Screens performance
Transformer
Oil in transformer
Relay alarm circuit
Load (Amperes) and
Voltage

iii. Quarterly

Transformer
Bushing and
Dehydrating breathers
iv. Half-Yearly
Pumps / Blowers / Agitators / Compressor / Decanters / Centrifuge
Gland of stuffing box
Gland bolts
Gland packing
Alignment of pump aerator and drive
Oil lubricated bearings
Motors
Tripping elements for motor protection
Contact points and
Fuse ratings

v. Annual

Paint screens, grit removal mechanism, scrapers, scrapers, motors, pipes,
Valves, fittings agitators and inlet/outlet weirs with two coats of anticorrosive paints.
Replace worn out parts of mechanical equipment in sewage pumping station and sewage
treatment plant.

3. Buildings and Civil Structures:

Carry out routine maintenance and minor repairs including cleaning, repair to plaster,
doors, windows and painting.

i. Daily

Sweep the premises
Clean the floors and parts inside the building
Clear the cobwebs and other biological growth
Maintenance of horticulture
Disposal and transportation of dewatered sludge

ii. Half-Yearly

Repair damaged floor, plaster, roof, leakages and
Repair damaged doors, windows and other fixtures.

Safety:

The Contractor shall be responsible for the safety of all activities on the site and shall be
absolutely and solely responsible for any and all kinds of injuries or damages to persons

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and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provision of the specifications or not.

Daily maintenance of Sewer lines:

The contractor shall attend all complaints from the Employer, District Administration, Public Representatives, individuals and will rectify the defects mentioned in the complains. This includes removal of chokeage of any sewer line, boiling manholes, leakage from sewer line or manholes, replacement of sewer line or repair of manholes or replacement of manhole covers or reinstatement of road surface etc.

Waste Disposal Site

(i) The Contractor shall dispose the STP By-Products and any other waste materials resulting from the construction or rehabilitation of the relevant Facility (including silt) at the relevant Waste Disposal Site identified by the Employer for such Facility.

5.6 Treated effluent and Sludge:

Treated effluent and sludge will be property of employer. Transport and disposal of Sludge will be responsibility of Contractor. However, Contractor may develop scheme with the consent and approval of employer for sale of treated effluent to concerned & interested parties/organization on their own cost. On the sale of treated effluents, Sharing of Profit with employer will be Minimum 20%. Final settlement of Sharing of profit between Contractor and Employer will be worked out on mutual agreement based on capital investment of the Contractor on such schemes.

The Contractor shall be required to handle and dispose the STP By-Products and the Treated Effluent in the manner set out in the agreement during the OM&M Period:

(a) Waste Disposal Site

(i) The Contractor shall dispose the STP By-Products and any other waste materials resulting from the construction or rehabilitation of the relevant Facility (including silt) at the relevant Waste Disposal Site identified by the Employer for such Facility.

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(ii) The Contractor shall dispose the Sludge and salts from the Sewage Treatment Plant & its associated infrastructures and Sewer Network at the relevant Waste Disposal Site identified by the Employer. The Contractor will be required to dispose any STP By-Products which will be hazardous in nature at the nearest state pollution control board approved site. During disposal of such waste, the Contractor will be required to meet disposal guidelines set by the GoI, the Ministry of Environment, Forest and Climate Change, the central and state pollution control boards and all other Applicable Laws.

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जल विभाग
नगर निगम गाजियाबाद

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worked out on mutual agreement based on capital investment of the Contractor on such schemes.

- (iii) The Contractor shall maintain proper records of sale of any Digested Sludge generated from the Sewage Treatment Plant (including the revenues earned by the Contractor from such sale) and make them available to the Employer for its review.
- (iv) The Contractor shall ensure that the Digested Sludge is neither disposed at any place on or about the Site, except the Waste Disposal Sites, nor discharged into the river.
- (d) Disposal of Treated Effluent
- (i) The Contractor shall, subject to compliance with Applicable Laws and Applicable Permits, be free to dispose the Treated Effluent in the following manner:
- (A) transfer the Treated Effluent to the relevant Discharge Points for discharge into the river; or
- (B) sell the Treated Effluent at such price and to such Persons as it may deem fit. Provided that if the Contractor sells the Treated Effluent to any third party, the Contractor shall be required to share minimum 20% of the revenues from such sale with the Employer. Final settlement of sharing of profit between Contractor and Employer will be worked out on mutual agreement based on capital investment of the Contractor on such schemes.
- (ii) The Contractor shall maintain proper records of sale of any Treated Effluent generated from the Sewage Treatment Plant (including the revenues earned by the Contractor from such sale) and make them available to the Employer for its review.
- (iii) The Contractor shall indemnify the Employer against any costs or liabilities that may arise due to the Contractor's failure to comply with this Para (d) and all Applicable Laws in disposal of the Treated Effluent.
- (iv) The Employer shall indemnify the Contractor against any costs or liabilities that may arise due to the disposal of the Treated Effluents from Sewage Treatment Plant at the relevant Discharge Point. If the Contractor is instructed by the Employer or any other Government Authority to construct an effluent disposal pipeline to dispose of the Treated Effluent discharged from the STP, then the Contractor shall be entitled to seek a Variation for such additional scope of work, after approval of Employer.
- (e) Rights and interest in the STP By-Products and the Treated Effluent
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- (i) All rights and interest in the STP By-Products discharged from the STP shall vest with the Contractor at all times during the OM&M Period, unless

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transferred by the Contractor to a third party buyer/off taker in accordance with this Agreement.

- (ii) all rights and interest in the Treated Effluent discharged from the STP shall vest with the Contractor at all times during the OM&M Period, unless transferred by the Contractor to the Employer in accordance with this Agreement.

5.7 Handover of Sewage Treatment Plant, it's associated infrastructure and Sewer Network:

The Employer shall handover the Sewage Treatment System and Sewer Network to contractor on an "as is where is basis", free of all Encumbrance, in or prior to the relevant Handover Date, in accordance with agreement.

5.7.1 Joint Inspection and Preparation of Inventory:

- a. On and from 60 days prior to the relevant Scheduled Handover Date, the Employer shall provide the Contractor necessary access to all the relevant Sites to enable the Contractor and any Contractor Related Party to inspect and survey the Sewage Treatment Plant, it's associated infrastructure and Sewer Network to assess the condition of the Sewage Treatment Plant, it's associated infrastructure and Sewer Network and the Site, including equipment, spare parts, assets, and other materials and structures relating to the Existing Sewage Treatment Plant, it's associated infrastructure and Sewer Network and available at or existing on the relevant Site.
- b. The Contractor shall complete its survey of Sewage Treatment Plant, it's associated infrastructure and Sewer Network and the Site, at least 30 days prior to the relevant Scheduled Hand over Date as indicated by the Employer. Inspection will be carried out with Jal Nigam/Nagar Nigam/ULB and Inventory will be signed Jointly.
- c. Inventory prepared after Joint inspection by Contractor and Employer shall be part of agreement.

5.7.2 Handover Conditions:

Prior to the relevant Handover Date, Jal Nigam/Nagar Nigam/ULB shall fulfil the following conditions:

- (i) hand over all documents relating to Sewage Treatment Plant, it's associated infrastructure and Sewer Network, including the available designs and drawings, metering data, operating logs, OM&M manuals, reports and other records maintained in relation to the volume and characteristics of the Sewage treated by STPs; and
- (ii) provide copies of or transfer (wherever relevant) all Applicable Permits (including the Jal Nigam/Nagar Nigam/ULB Applicable permits) obtained for the Sewage Treatment Plant, it's associated infrastructure and Sewer Network, to the Contractor; and

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a. Upon fulfilment of the Handover Conditions set out in above, the Employer shall notify the Contractor of the completion of the Handover Conditions. The Contractor shall, within 7 days from the receipt of such notification from the Employer, either: (i) confirm in writing the fulfilment of the Handover Conditions; or (ii) notify the Employer of any Handover Conditions which, in the Contractor's opinion have not been satisfied by the Jal Nigam/Nagar Nigam/ULB. Upon receipt of such notification from the Contractor pursuant to (ii) above, the Jal Nigam//Nagar Nigam/ULB shall promptly complete the pending Handover Conditions.

b. The process set out as above will continue until the Contractor is satisfied that the Handover Conditions have been fulfilled. The Handover Conditions will be deemed to be complete upon receipt of a confirmation from the Contractor.

c. In case, due to non-availability of records or any reason what so ever, Handing over conditions are not fulfilled, Sewage Treatment Plant, it's associated infrastructure and Sewer Network and the Site will be handed over to the Contractor by employer on Handing Over date as specified by employer provided that the relevant Handover Date has not been extended. This would be considered as waiver of Handing Over Conditions.

d. Each Party shall cooperate and use its reasonable efforts to assist the other Parties in satisfying the Handover Conditions.

5.7.4 Hand-back Requirements

On the expiry or early termination of this Agreement, the Contractor shall:

(a) hand over to the Jal Nigam/ Nagar Nigam/ULB or any entity nominated by the Employer, the Site, the Sewage Treatment Plant and it's associated infrastructures (Civil and Electrical/Mechanical/Electronics) as Main Pumping Stations, Intermediate Pumping Stations, Sewage Pumping Stations & Sewer Network/Manholes of the City/Town;

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पिलखुवा (गा० बाद) प्रथम मण्डल, ज००० च० न० विभाग
मैसूर

Nagar Nigam/ULB, transfer all its rights and interest in the assets comprising in the Sewage Treatment Plant and its associated infrastructures (Civil and Electrical/Mechanical/Electronics) as Main Pumping Stations, Intermediate Pumping Stations, Sewage Pumping Stations & Sewer Network/Manholes of the City/Town and the Power Plant, if any and execute such deeds and documents as may be necessary for this purpose and complete all related legal or other formalities;

- (c) hand over all documents relating to the Site, Sewage Treatment Plant and its associated infrastructures (Civil and Electrical/Mechanical/Electronics) as Main Pumping Stations, Intermediate Pumping Stations, Sewage Pumping Stations & Sewer Network/Manholes of the City/Town and the Power Plant, if any, including as-built records, Designs and Drawings, online monitoring and metering data, operating logs, OM&M manuals, reports, plans and records;
- (d) transfer to the Jal Nigam/ Nagar Nigam/ULB or nominated by the employer (free of cost) the license to use the Proposed Technology and other know-how relating to Sewage Treatment Plant and its associated infrastructures (Civil and Electrical/Mechanical/Electronics) as Main Pumping Stations, Intermediate Pumping Stations, Sewage Pumping Stations & Sewer Network/Manholes of the City/Town and the Power Plant, if any;
- (e) all Contract Applicable Permits which has been obtained during contract period, to the Jal Nigam/ Nagar Nigam/ULB or nominated by the Employer.
- (f) may require and which can be legally transferred; and remove from the Site all employees and workmen, and assets, equipment and materials that are not required to be taken over by the Jal Nigam/ Nagar Nigam/ULB or nominated by the Employer.

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परिषद

अधिकारी

नगर पालिका अधिकारी

नगर पालिका परिषद, दिल्ली

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Superintending Engineer

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सहपुर

General Manager
Const. Unit U.P. Jal Nigam

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नगर निगम सहारनपुर

General Manager
Pollution Control

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पिलखुदा (गा. बाद)

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मजियाबाद

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जल संयंत्र

नगर निगम मजियाबाद

**(SECTION VI)
IMPLEMENTATION AND
MAINTENANCE INTERVENTION
LEVELS**

अधिकांशी अधिकारी
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अनूपशहर

अधिकांशी अधिकारी
नगर पालिका परिषद, विहरी

अधिकांशी अधिकारी
नगर पालिका परिषद
रायपुर

-sd-
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिकांशी अधिकारी
नगर पालिका परिषद, बुलंदशहर

अधिकांशी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
नगर निगम रायपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

General Manager
Pollution Control Unit

अधिकांशी अधिकारी
नगर पालिका परिषद
पल्लुवा (गा. बाद)

अधिकांशी अधिकारी
प्रथम मण्डल, उ००० नगर निगम
मेरठ।

महाप्रबन्धक (जल)
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सहाराबाद

Sd/-
Superintending Engineer
U.P. Jal Nigam, Moreheadabad

अधिराशी अधिकारी
नगर पालिका परिषद, पुनपूरनगर

अधिराशी अधिकारी
नगर पालिका परिषद
अनूपशहर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

General Manager
Collection Control Unit
U.P. Jal Nigam

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अधीक्षण
प्रथम मण्डल, उ००१० जल निगम
मेरठ।

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

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महाप्रबन्धक (जल)

नगर पालिका परिषद, साहयपुर

अधिसारी अधिकारी

नगर पालिका परिषद

पिलखुवा (गा. बा.)

अधिसारी अधिकारी

प्रथम मण्डल, साहयपुर जल निगम
मेरठ।

General Manager
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नगर पालिका परिषद लोनी

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IMPLEMENTATION AND MAINTENANCE INTERVENTION LEVEL

6.0 Introduction

6.1 Operation, Maintenance & Management of Sewage treatment System through one agency is the work of typical nature. These works need attention, efficiency, continuous operation, monitoring and responsive management.

The complete Operation, Maintenance & Management of Sewage treatment System programme shall be spread over the initial base period of Twelve months. There are Six significant procedural areas:

- Operation, Maintenance and Management Programme Planning
- Resource Estimation
- Scheduling
- Work Control and Quality Assurance
- Payment Procedures
- Records & Documentation

6.2 Maintenance Programme Planning:

The maintenance programme planning shall be in two stages

- a. **First Stage:** Within 15 days of issuance of Letter of Commencement by the Employer. Contractor & Engineer shall identify the activities of Operation, Maintenance and management in respect to Service fee Fixed Cost, which shall have to be taken up immediately. To identify these activities formal inspection shall be carried out by technical staff of Contractor & Engineer. A management meeting shall then be called within 7 (seven) days of inspection to scrutinize the identified Services as per provision of RFP. Engineer shall then issue Instruction to contractor for Operation, Maintenance and management in respect to Service fee Fixed Cost and date of completion. This part of Services shall certainly be completed not later than stipulated date of commencement.

- b. **Second Stage:** Finalization of yearly operation, maintenance and management programme in respect of fund to be realized by Contractor for Major Replacement of the System and Collection System Replacement. This activity shall begin with the stipulated date of commencement.

Engineer shall approve and finalize of yearly operation, maintenance and management programme in respect of fund to be realized by Contractor for Major Replacement of

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the System and Collection System Replacement with 14 days after submission of Maintenance Programme Planning.

6.3 Resource Estimation

6.3.1 The Contractor and Engineer shall workout the yearly requirement of funds based on rates quoted by Contractor and quantities of various items proposed to be executed. A tentative programme shall be drawn on the basis of resources available with the contractor at different times of maintenance period including available establishment, equipment and labour availability with him. Cash flow available with the contractor shall also be basic input to determine proposed operation, maintenance and management programme.

6.3.2 The activities mentioned under Operation, Maintenance and Management shall be carried out on continuous basis.

6.4 Scheduling

6.4.1 The operation and maintenance of sewage system is of unpredictable nature as far as Characteristics of in flow is concerned, therefore utilities and Chemical quantities to be used for treatment of sewerage may vary day by day basis. It is expected that they would be consumed during the Contract period of Services/works but employer would not be responsible to pay any compensation etc. in case there is variation to any extent in quantity considered by contractor in bid against service fee fixed cost for actual execution and achieving Out flow Standards of sewage system.

6.4.2 Scrutinized Scheduling of Management of Tools & Equipment, Labor and Skilled Contractors and Semi -Skilled / Unskilled labor shall be prepared weekly, monthly and yearly basis by the contractor and duly approved by Engineer.

6.4.3 The system of quarterly reports such as budget reports, resources utilization report, quality control/ test reports and status of maintenance programme has to be generated in order to evaluate performance of contract.

6.5 Work Control & Quality Assurance

The Engineer shall adopt random sampling procedures to ensure quality control. Engineer shall carry out in- process inspections and end product inspections to collect samples and shall carry out testing in order to determine the degree of adherence to the maintenance standards of Sewage System. Any testing / checking of works by Engineer shall not absolve the contractor from his responsibility to execute works as per Norms or laid down standards in bid document.

A quality control laboratory equipped with all necessary instruments required to perform tests as per norms be set up. The contractor shall provide the Q.C. laboratory as incidental to work and no

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separate payment shall be made for this item. The QC lab shall also be made available to Engineer for conducting tests of his own.

In-process inspections shall be carried out by the Engineer to witness and / or to verify the quality / quantity of work, when activity is in process with aim to judge justification of payment. Engineer shall carry out end product inspections after completion of the activity to provide satisfactory evidence about acceptability of the contractors work.

The results of in process inspections, end product inspections and quality control tests shall form basis of acceptance of said works and issuance of Non-Conformance Report (NCR). Items of Works or unit of material or the end product do not meet the specifications / standards shall be identified by "Non-Conformance-Report" and can become basis of rejection of work/Services on establishing the authorized disposition.

Non-Conformance Report: Defective or unsatisfactory result of treated effluent for Operation, Maintenance & Management of Sewage treatment System and Sewer System OR Work done against Replacement of System and Collection system shall not be paid. Such work shall also be notified to the Contractor within 10 days of submission of bill through non-conformance report (NCR). The NCR shall clearly identify the item of work that is non-conforming either to specification or to a specific requirement in the contract document. Once NCR is identified, it shall be evaluated and the dispositions would be established.

a. "Do" Identifies the work which has not been done at all at site within specified time limit. An NCR issued with "Do" disposition for the work should immediately be undertaken by contractor.

b. "Re-Do" Identified the work, that is non-conforming of all quality aspects. Such works be totally removed & redone.

c. "Re-work" Requires part of particular item identified in this category to be brought to the quality required.

d. "Use-as-is" Applied where Engineer accepts work "as-is" notwithstanding the fact that it does not exactly conform to the contract requirements. This work shall be accepted only for agreed reduced rates with respect to unit rates quoted in bid by the contractor otherwise shall be re-classified under disposition "Do" or "Re-Do".

6.6 Payment Procedures

The contractor shall submit to the Jal Nigam and Engineer monthly bill in two copies in upto 7th day of each month, each signed by authorized contractor's representative in standard format, showing the amounts to which the contractor considered himself to be entitled upto the end of the month. These bills should be prepared each item-wise.

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The Engineer after scrutiny of the bills shall certify and recommend the payments for completed accepted works within 14 days of presentation of bill to him to the employer subject to deductions as per bid documents.

The employer shall pay the amount due to the Contractor under certificate and recommendations by the Engineer within 14 days after it has been delivered to the Employer.

(SMCG-UP shall release 75% (Seventy five percent) of Contractor's monthly Statement/Bill within 7 days which has been duly certified, authenticated, verified and submitted by Engineer to Employer. The balance amount of Contractor's monthly Statement/Bill shall be released and settled after due checking, on committee recommendation and taking into account any credit or debit for the month in question in due time).

Jal Nigam will work as the Handling Agent of the contract for which it will be paid 10% of the Contract Value. This payment will be due to Jal Nigam with each installment paid to the contractor against the OM&M contract. The Employer can also designate Uttar Pradesh Jal Nigam as the Engineer till an independent Project Engineer/Engineer is appointed for the contract.

Bid has been quoted by Contractor for following head of works for the purpose of Operation, maintenance and management of STPs, it's associated infrastructure and Sewer network of the City/Town. Contractor has to perform all activities related to all head of works for which they have quoted the Bid. Although, Payment is linked with Quantity and Quality parameters as defined in Conditions of Contract, Clause 39. Employer may ask from Contractor to submit details of work executed, activities performed and other documents related to and on account of following head of works, if required: -

Labor (including labor costs such as EPF and other benefits)	
Operating Expenses (supplies, materials, diesel etc.)	
Utilities	
Chemicals	
Maintenance, Repair and Improvement of STPs (including MPS, SPS, IPS, Pump Station equipment, Rising Mains and other facilities)	
Maintenance, Repair and Improvement of Sewer Network / Collection System (including pipelines, manhole, Sewer Network and other structures)	
Sludge Hauling, Management, Residuals Management and Disposal	
Laboratory Costs (including establishment of all equipments, operation and testing)	
Insurances	
Professional Services	
Legal Services	
All Other/ Miscellaneous works/services	

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Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
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पिलखुदा (गा. बा. १)

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As per provision of agreement, bid price quoted by Contractor and accepted by Employer for OM&M is divided STPs-wise on Pro-rata basis as under:

Ghaziabad Zone- Sewage System and Sewer Network (Total Capacity – 492.07 MLD, Total No. of STP- 15)		Contract Amount – Rs 104,92,81,950.00 per year
Ghaziabad	70 MLD, Dundahera	Rs 149266845.16 per year
	56 MLD, Indrapuram	Rs 119413476.13 per year
	56 MLD, Dundahera	Rs 119413476.13 per year
	74 MLD, Indrapuram	Rs 157796379.17 per year
Pilkhuwa	3 MLD, Pilkhuwa	Rs 6397150.51 per year
Loni	30 MLD, Loni	Rs 63971505.07 per year
Anupshahar	0.81 MLD, Zone A	Rs 1727230.64 per year
	1.76 MLD, Zone B	Rs 3752994.96 per year
Bijnor	24 MLD, Bijnor Town	Rs 51177204.06 per year
Rampur	15 MLD, Pahari Gaon	Rs 31985752.54 per year
	14 MLD, Ghatampur	Rs 29853369.03 per year
	5 MLD, Pasiyapur Shumali	Rs 10661917.51 per year
Meerut	72 MLD, Meerut Town	Rs 153531612.17 per year
Muzaffarnagar	32.5 MLD, Kidwainagar	Rs 69302463.83 per year
Saharanpur	38 MLD Praduman Nagar	Rs 81030573.09 per year

6.7 Records & Documentation

The results of all Operation, Maintenance and Management of Sewage treatment system shall be documented. The test results containing documentary evidence of activities and data relevant to the quality of work and performance of the contractor shall also be documented. The field daily to be filled by Engineer-in-Charge of Contractor shall be a basic form of documentation. The activities to be entered in daily diary. Contractor shall submit Monthly Progress report (MPR) within 7 days of every month to Employer.

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General Manager
Muzaffarnagar Pollution Control Unit
U.P. JAL NIGAM

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General Manager
Const. Unit U.P. Jal Nigam
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6.8.1 General

This schedule lays out the Environment, Health and Safety (EHS) Standards, including the environmental, social, labor, health and safety related and any other requirements, which the Contractor is required to comply with, in operation, maintaining and management & upgradation/renovation of the STPs, its associated infrastructure and sewer network (i.e. all facilities). Several activities associated with this OM&M Project may have an impact upon the environment, health and safety of the workers and local community.

The Contractor shall hence develop the EHS plan which shall adhere to various requirements stated under Applicable Laws, and the IFC Performance Standards (PS) - PS 1, PS 2, PS 3, PS 4, PS 6 and PS 8 at the minimum. The Contractor shall develop an EHS Plan and submit along with work programme, as per the requirements of Applicable Laws, the Contract Agreement and as per guidelines laid out in this agreement.

Where environmental or social risks and impacts are identified, the Contractor shall be required to manage them through the EHS Plan in accordance with the Applicable Laws and the IFC guidelines for Environmental, Health and Safety available at <http://www.ifc.org/performancestandards> and IFC EHS guidelines [specifically General, Water and Sanitation, and Waste Management Facilities].

The EHS Plan shall be developed by the Contractor and submitted to the Engineer for review. The Engineer will provide its recommendation to the Employer on the EHS Plan, which will be approved by the Employer, as per requirements of the Contract Agreement. The EHS Plan will be applicable for OM&M Periods. This plan should be reference document for implementation, control and monitoring of environmental, occupational health and safety aspects of the OM&M project by the Contractor.

The Contractor shall comply with Applicable Laws, including all relevant statutory requirements of Government of India including, but not limited to the following -

- Air (Prevention and Control of Pollution) Act, 1981 amended 1987
- Water (Prevention and Control of Pollution) Act, 1974 amended 1988
- Water (Prevention and Control of Pollution) Rules, 1975
- The Environment (Protection) Act, 1986, amended 1991
- Environmental (Protection) Rules, 1986 (Amendments in 1999, 2001, 2002, 2002, 2002, 2003, 2004)
- Hazardous Waste (Management and Handling) Rules, 1989 amended 2000 and 2003

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- o Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996
- o Batteries (Management and Handling) Rules, 2001.
- o The Petroleum Act, 1934
- o The Petroleum Rules, 2002
- o The Motor Vehicle Act, 1988
- o The Central Motor Vehicle Rules, 1989

This being a OM&M project does not require an Environmental Clearance from Government of India however, the Contractor shall obtain necessary permission from Central/State Pollution Control Boards, if required.

6.8.2 General EHS Guidelines

The Contractor needs to conduct an environmental and social assessment in co-ordination with government agencies and third parties as appropriate. The Contractor will also establish an overarching policy defining the environmental and social objectives and principles that guide the project to achieve sound environmental and social performance in line with Applicable Laws and the applicable IFC PS.

The Contractor shall establish and maintain a process for identifying the environmental and social risks and impacts of the Project and shall establish management programs that will describe mitigation and performance improvement measures and actions that address the identified environmental and social risks and impacts of the project. The Contractor shall establish procedures to monitor and measure the effectiveness of the management program, as well as compliance with any related legal and/or contractual obligations and regulatory requirements.

6.8.3 General EHS guidelines for labor and working conditions

The Contractor shall comply with the requirements given under the various laws and rules of State/ Central Government including the following:

- o Public Liability Insurance Act, 1991 amended 1992
- o Public Liability Insurance Rules, 1991 amended 1993
- o Factories Act, 1948
- o Uttar Pradesh Factory Rules 1950 General Manager
- o Workmen's Compensation Act 1923 Const. Unit U.P. Jal Nigam
- o Contract Labor (Regulation and Abolition) Act, 1970 SAHARANPUR
- o Minimum Wages Act, 1948 अधिशासी अधिकारी
- o Payment of Wages Act, 1936 नगर पालिका परिषद
- o Equal Remuneration Act, 1979 अनुपशहर
- o Child Labour (Prohibition and Regulation) Act, 1986

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- o Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979
- o The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996
- o The Contractor should also abide by the Antiquities and Art Treasures Act 1972 and the Ancient Monuments and Archeological sites and Remains Act, 1958 (and its amendment) to protect the cultural heritage of the nation.

The Contractor shall develop/maintain written human resources (HR) policies and procedures in accordance with Applicable Laws and IFC PS requirements and ensure the relevant policies are available to all employees.

The HR policy/procedure shall clearly describe working conditions, terms of employments, management of worker relationship, and roles and responsibilities among the Contractor and the workers.

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6.8.4 General EHS guidelines for safety

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The Contractor shall comply with the requirements of applicable BIS Standards including, but not limited to the following:

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IS 3696(Part 1):1987	Safety code of scaffolds and ladders: Part 1 Scaffolds
IS 3696(Part 2):1991	Safety code of scaffolds and ladders: Part 2 Ladders
IS 3764:1992	Code of safety for excavation work (first revision)
IS 4014(Part 2):1967	Code of practice for steel tubular scaffolding: Part 2 Safety regulations for scaffolding
IS 4081:1986	Safety code for blasting and related drilling operations (First Revision)
IS 4130:1991	Safety code for demolition of buildings (second revision)
IS 4138:1977	Safety code for working in compressed air (first revision)
IS 4756:1978	Safety code for tunneling work (first revision)
IS 4912:1978	Safety requirements for floor and wall openings, openings and toe boards (first revision)
IS 5121:1969	Safety code for piling and other deep foundations
IS 5916:1970	Safety code for construction involving use of hot bituminous materials
IS 7293:1974	Safety code for working with construction machinery
IS 7969:1975	Safety code for handling and storage of building materials
IS 8989:1978	Safety code for erecting and dismantling of framed structures
IS 10067:1982	Material constants in building
IS 10291:1982	Safety code for dress divers in civil engineering works
IS 13415:1992	Code of safety for protective gear (clothing) and around
IS 13416(Part 1): 1992	Recommendations for preventive measures against hazards at

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	workplaces: Part 1 Falling material hazards prevention
IS 13416(Part 2): 1992	Recommendations for preventive measures against hazards at workplaces: Part 2 Fall prevention
IS 13416(Part 3): 1994	Recommendations for preventive measures against hazards at workplaces: Part 3 Disposal of debris
IS 13416(Part 4): 1994	Recommendations for preventive measures against hazards at workplaces: Part 4 Timber structure
IS 13416(Part 5): 1994	Recommendations for preventive measures against hazards at workplaces: Part 5 Fire protection
IS 13430:1992	Code of practice for safety during additional construction and alteration to existing buildings
IS 15883 (Part 5)	Construction Project Management - Guidelines: Part 5 Health and Safety Management
IS: 11972-1987 -	Safety precautions to be taken when entering a sewerage system

In addition, as stated above and the IFC PS, IFC Guidance Note 2 for Labor and Working Conditions would also be applicable to the Project.

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The Contract shall consider the following at a minimum while developing EHS Plan:

- Job- and task-specific hazard analysis and controls for all activities (including exposure to chemical, biological and pathological hazards);
- Provision of personal protection equipment (PPE), requirements for use of PPE, and enforcement of PPE use;
- Safety training for all personnel in their language, covering hazards and safety protocols of their jobs;
- Special training for specific hazards: open water, trenches, slippery walkways, working at heights, energized circuits, heavy equipment, entry into confined spaces, fires and explosions.
- Recording incident statistics, including total work hours, lost time incidents, major injuries, fatalities, near miss incidences etc.

6.8.5 General EHS Guidelines for Major Replacement Construction

- Contractor shall remove all waste material and debris from and around the work areas and properly clean up the areas at the end of each day before leaving the Site. Contractor shall take all necessary precautions not only for safe working of his own workmen but also deploy all precautions to ensure safety of structures, equipment and workmen of other agencies in and around his Site. The Contractor shall ensure that his workmen do not trespass into prohibited areas. Employer or the Engineer on behalf of the Employer, shall have the right to inspect at any time, all items of machinery or equipment brought to Site by the Contractor, his representatives or workmen and to

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prohibit the use on the Site of any item, which in the opinion of the Employer is or may be detrimental to the safety of the Site. The exercise of such right or the omission to exercise it in any particular case shall not absolve the Contractor or his representatives or workmen of their responsibility of adhering to the safe working practices.

- Contractor shall execute the work in a manner causing the least possible interference with the business of the Employer, or with the work of any other private entity who may be engaged on the premises and shall at all times co-operate with the other any other contractors working at Site or on adjoining properties. Contractor shall obtain necessary permits from the Employer and any other relevant government agencies, as per Applicable Laws and requirements, before starting any work at the Site. The work permits are issued to prevent the Contractor from working in un-authorized areas and shall be valid for specific area for a stipulated period.
- Activities requiring permit to work shall be decided before starting the construction and shall be suitably documented in the project health and safety plan. Some of the activities which may require permit to work are:

- Excavation
- Entry into confined spaces
- Electrical work (HV/LV)
- Opening manholes, covers and grills
- Blasting operation
- Hot work
- Industrial radiography
- Work on Facilities, machinery and other power driven equipment.
- Work on STPSs, it's associated infrastructure and sewer network.
- Working at height
- Working at night

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- The Contractor may establish a permit to work system for any other hazardous activity which they feel need to be controlled administratively for safe execution.

- The Contractor shall be responsible for the following safety aspects:

- Preventing injury to personnel, damage to Facilities and equipment and fire.
- Instituting ways to improve existing work methods from safety point of view.
- Legal and contractual requirements affecting safety, health, and welfare of his workmen
- Provision and use of protective clothing and equipment and use of fire-fighting equipment
- Suitability of new and hired equipment from a safety viewpoint
- Identifying potential hazards.
- Changes in safety requirements and fire precautions
- Carrying out Site surveys to see that only safe work methods are in operation, health and safety requirements are being observed and welfare and first aid facilities are adequate and properly maintained.

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- Determining the cause of an accident or dangerous occurrence and recommend means of preventing recurrence.
- Supervising the recording and analysis of information on injuries, damage and production loss.
- Assess accident trends and review overall safety performance.
- Ensure the following:
 - a. All electrical equipment's are securely earthed.
 - b. Standard access platforms and ladders are provided for inspection, operation and maintenance of equipment.
 - c. The equipment are periodically inspected for their condition, maintained properly and operated by trained personnel at design speeds and loads.

6.8.6 General EHS Guidelines for resource efficiency and pollution prevention

- During the project life-cycle, the Contractor will consider ambient conditions and apply technically and financially feasible resource efficiency and pollution prevention principles and techniques that are best suited to avoid, or where avoidance is not possible, minimize adverse impacts on human health and the environment. In addition, the Contractor will consider alternatives and implement technically and financially feasible and cost-effective options to reduce project-related GHG emissions during the design and operation of the project.
- All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on the Site should be the property of the Government and should be dealt with as per provisions of the relevant legislation.
- Reasonable precautions should be taken to prevent workmen from removing and damaging any such article or thing. Contractor should, immediately upon discovery thereof and before removal acquaint the Engineer and Employer of such discovery and carry out the instructions as given for dealing with the same, waiting which all work should be stopped.
- The direction from the Archaeological Survey of India (ASI) should be taken before instructing to recommence the work in the Site.

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6.8.7 General guideline for development of environmental and social management system (ESMS) as part of EHS

- Establish a baseline measurement for all environmental and social aspects considered relevant to the project, and applicable regulatory requirements/framework, which will serve as a reference for comparison to anticipated or existing project influenced impact.
- The EHS Plan will atleast include the following components:
 - an overarching policy that states the principles, including reference to applicable aspects of IFC PS and Good International Industry Practice (GIP), to manage environmental and social risks and impacts in a structured way
 - an ongoing basis

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- organizational capacity and competency to implement the ESMS and process to build internal capacity on E&S matters;
 - process to identify the E&S risks and impacts associated to the project over the Term of the entire Contract period. The assessment process shall be commensurate to the extent and magnitude of the activities;
 - management programs to define mitigation and performance improvement measures and actions that address identified E&S risks and impacts and define detailed timelines for implementation of specific measures. The programs shall consist of documented combination of operational procedures, practices, plans and relevant supporting documents. They shall also include detailed monitoring plans and procedures to undertake in case the results of monitoring indicates the need of mitigation actions;
 - A process to engage with affected communities around issues such as appropriate behavior in the event of an unplanned release beyond the Site boundaries due to irregular operation/accident of the STPs, or during transportation of material to the Site as well as nuisances (e.g. odor, noise, traffic increases during construction) that may affect communities. The process shall also include a mechanism to receive and address grievances from affected communities.
- Review and identify for ameliorative action by Employer, any regulatory gaps, inconsistencies or inadequacies in the Contract Agreement that may impede or delay implementation of corrective actions or ability to maintain assured compliance at all times.
 - Employer and Contractor shall jointly establish and implement a community / stakeholder engagement program inclusive of a comprehensive grievance redressal mechanism to ensure continued community support of the project and associated facilities through the life of the project.
 - The cost of implementing E&S including monitoring of parameters shall be borne by the Contractor. Social management means Barricading of ~~construction area~~ of PPE's and general awareness programs to ensure safety of public nearby in work progress area.

6.9 General Civil Specifications

6.9.1 Technical Standards and Regulations

Except where otherwise specified, plant, materials and workmanship shall comply with the requirements of the Central Public Works Department (CPWD) Specifications/Public Works Department (PWD) Specifications, CPHEEO manual and relevant Indian Standards (IS) issued by the Bureau of Indian Standards (BIS) with latest amendments / correction slips as available up to the date of submission of bid.

In the absence of any IS or specifications, equivalent International Standard Specifications such as those issued by the International Organization for Standardization (ISO) or British Standards (BS) or the International Electrotechnical Commission (IEC) or American

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Society for Testing and materials (ASTM) or American National Standards Institute (ANSI) any other international standard, specifications or Manual may be followed or proposed by the Contractor at the sole discretion of the Project Engineer.

In the event of conflict between any of these Specifications and the Codes referred, such specifications shall be defined, prepared by the Contractor and submitted to the Project Engineer for approval. The decision of Project Engineer in such case shall be final and binding on the Contractor.

In referring to the Standards, Specifications, Manual etc., which will be part of agreement, the following abbreviations are used:

- 1) CPHEEO : Central Public Health and Environmental Engineering Organization
- 2) CPWD : Central Public Works Department
- 3) PWD : Public Works Department
- 4) IS : Indian Standard
- 5) BIS : Bureau of Indian Standards
- 6) ANSI : American National Standards Institute
- 7) API : American Petroleum Institute
- 8) ASME : American Society of Mechanical Engineers
- 9) ASTM : American Society of Testing and Materials
- 10) AWS : American Welding Society
- 11) AWWA : American Water Works Association
- 12) ISO : International Organization for Standardization
- 13) BS : British Standard
- 14) IEC : International Electrotechnical Commission
- 15) IEE : Institution of Electrical Engineers
- 16) IEEE : Institute of Electrical and Electronic Engineers
- 17) NEMA : National Electrical Manufacturers Association
- 18) AGMA : American Gear Manufacturer's Association
- 19) IP Ratings/IP code : Ingress Protection Ratings
- 20) MORTH : Ministry of Road, Transport and Highways

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All materials, plant and equipment shall be new and all materials and workmanship not fully specified herein or covered by an approved standard shall be of such kind as is used in first class work and suitable to the climate in the project area. All details, materials and equipment supplied and workmanship performed shall comply with these Standards. If Contractor offers equipment to other Standards, the equipment/material should be equal or superior to those specified and full details of the difference shall be supplied.

6.9.2 Pipeline Standards

Mild Steel Pipes

Steel pipes and specials shall be made by submerged-arc welding from carbon steel with an ultimate tensile stress of not less than 430 N/sq. mm. and a lower yield stress of not less than 275 N/sq. mm. Pipe material properties and tolerances shall be in accordance with IS 3589. MS Plate/sheet shall be conforming to IS 2062.

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Cement mortar lining and Epoxy Coating shall be done as per IS 3589. External lining, if bitumen enamel wrapping is done, shall be as per IS 10221 and other relevant codes. The selection of lining and coating shall be subject to the approval of the Engineer.

The lining and external coating of pipes and specials to be joined by welding shall be stopped at least 150 mm from the ends, the lining shall be nowhere less than 6 mm thick.

Ductile Iron Pipes

The material, design, manufacture, dimensions, tolerances, mechanical properties, internal cement mortar lining, external zinc coating along with bituminous finished layer, inspection and testing of Ductile Iron (DI) pipes shall comply with the IS 8329. The pipes to be used shall be of class K9. The fittings shall be as per IS 9523 including the external diameter and wall thickness of the fittings. All pipes shall be manufactured by the centrifugal casting process. Pipes and fittings shall be coated externally with metallic zinc. Except where otherwise required, pipes and fittings shall be lined with cement mortar (sulphate resistant) in accordance with the relevant code. Rubber ring for joints and Rubber gaskets to be used shall be of EPDM elastomer conforming to IS 5382.

uPVC Pipe

uPVC pipes and fittings shall be in accordance with IS 4985. The Contractor can procure the pipe only from the reputed make and Engineer's approval for manufacturer shall be given after due consideration on the quality, availability of fittings and specials etc. All the Joints for uPVC pipelines buried in ground shall be push-in flexible mechanical type with resilient sealing gaskets except where otherwise required. Joints for uPVC pipelines installed above ground shall be solvent-welded. The Contractor shall obtain and submit to the Engineer test certificates from the manufacturer showing that the materials supplied can be expected to meet the strength requirements for the class of pipe supplied.

HDPE Pipe

High Density Polyethylene (HDPE) pipe and fittings for pressure pipelines shall be in accordance with IS 4984 and other relevant codes such as IS 14333 (for sewerage) as the case may be. The Contractor can procure the pipe only from the reputed make and Engineer's approval of manufacturer shall be given after due consideration on the quality, availability of fittings and specials etc.

DWC HDPE Pipes

The DWC pipes and fittings shall in accordance with IS: 16098 Part 2:2013. The Contractor can procure the pipe only from the reputed make and Engineer's approval of manufacturer shall be given after due consideration on the quality, availability of fittings and specials etc.

Reinforced cement concrete pipes / Precast Concrete Pipes

RCC pipes shall be in accordance with the relevant clauses of IS: 456. The manufacturing and dimensions of finished pipes shall be as per IS: 458. During manufacture, tests on concrete shall be carried out as per IS: 456. The pipes shall be Socket and Spigot or Plane ends suitable for color-jointing.

For all gravity sewer pipes, RCC NP3 pipes shall be used.

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Centrifugally cast (spun) iron pipes

The spun iron pipes shall be of cast iron cast centrifugally and shall conform to IS: 1536.
The specials shall conform to IS: 1538.

PSC pipes / laying and jointing

While RCC pipes can cater to the needs where pressures are upto 3.0Kg/cm² and C.I and steel pipes cater to the needs of higher pressures around 24 Kg/cm², the P.S.C pipes cater to intermediate pressure range for which the metallic pipes are expensive while RCC pipes would not be suitable. PSC pipes / laying and jointing shall conform to IS 784-2001

Design, Methodology and Workmanship

In Facilities where it is applicable, the following specifications would be applicable for design, methodology and workmanship for all pipeline works.

Laying and Jointing of Pipes

The Contractor shall install pipelines without damaging the pipes, their ends including the exterior and interior coatings. Wire-rope or chain slings shall not be used for handling pipeline materials.

MS Pipes

MS Pipe shall be laid as per IS 5822 including the trenching and bedding in different kind of soils. The methods for laying of MS pipeline above the ground, welding in the field, testing of pipeline, flushing and disinfection before commissioning etc. shall also be done as per IS 5822.

Wherever required or specified, the laying of pipeline for crossing of canal, Highways and village roads shall be carried out by trenchless method as per latest IndSTT: Code of practice for laying of pipelines by trenchless technology.

DI Pipes

The DI pipes shall be laid in accordance to IS 12288.

Jointing of HDPE Pipes

Jointing between HDPE pipes and specials shall be done as per IS: 7634 part II. Method of jointing between the pipes to pipes and pipes to specials shall be with butt fusion welding using semi automatic, hydraulically operated, superior quality butt fusion machines which will ensure good quality butt fusion welding of HDPE pipes.

Pipelines in the same trench

Where two or more pipelines are detailed as being laid in the same trench, the pipes shall be laid so that there is a minimum distance of 300mm between the barrels of the pipes, measured in plan at mid-barrel height. The invert levels of the pipelines shall be the same at any cross section, unless otherwise required.

Thrust blocks

Thrust blocks shall be designed and installed wherever there is a change in the direction/size of the pipe line or the pressure line diagram, or when the pipe line ends at a dead end.

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Manholes

In Facilities where it is applicable, circular / rectangular manholes of varying sizes depending on the depth of sewer line shall be constructed, at an interval of 25 m Centre to Centre, at every turning and change in size of sewer line. For sewer diameter <500mm brick masonry circular manholes and for sewer diameter > 500 mm RCC rectangular manholes shall be provided.

The clear opening at the top in case of ordinary manholes is kept as 560 mm which is in accordance to the provisions laid down in IS 4111 (Part I). The manhole frame and cover shall be of Steel Fiber Reinforced Concrete (SFRC) capable of withstanding heavy-duty loads (HD-20 for side lanes), (HD-35 for main roads) conforming to IS: 12592-2002.

Valve chambers

In Facilities where it is applicable, their construction shall be similar to that for inspection chambers except for benching for the drain pipes. Locking arrangement shall be provided in addition to the cast iron cover.

6.9.3 Potable water supply & fire-fighting system

Potable water supply

Where it is applicable, potable water supply as per CPHEEO manual to administrative block and other buildings be provided. Contractor shall give priority of potable water connection from available potable water distribution network.

Fire-fighting system

Source of water supply shall be final Treated Effluent sump. The Contractor shall design and construct suitable firefighting system along with pump sets and other accessories for meeting the firefighting requirement of buildings located in the plant area. Delivery head for the pump should be sufficient to supply the water to all water structures and to meet the firefighting requirement. Fire hydrant shall be provided near all the units of buildings/pump houses/ panel rooms.

All firefighting network shall be of pressurized steel pipes conforming to IS: 226 or IS: 2062. It shall be the responsibility of the Contractor to get the necessary statutory approval for the Fire Fighting system.

6.9.4 Equipment for removal of screening

In Facilities where it is applicable, the following equipment shall be mobilized by the Contractor for removal and transportation of Screenings, Residual Grit, Digested Sludge and any other By-Products to Waste Disposal Site.

- Tractor trolley
- Aluminum ladder made up of aluminum side 'C' section of size 66.6 mm x 31.8 mm with step made up of 25.4 mm dia and non slip chequered pipe - 5 nos.

6.9.5 Gates & security cabin

MS heavy duty gate (minimum 5.0 m wide) with RCC pillars shall be provided at entrances. One no. security guard room of minimum 10 m² area shall be provided at main gate. The security guard room shall be constructed in brickwork.

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6.9.6 Land development, horticulture, arboriculture and landscaping

Contractor shall do the land development of the plant area during OM&M period based on the topography of the area and shall also provide DI pipe or HDPE pipe network with hydrants at 50 meter intervals for horticulture purpose. The source of water supply shall be the final Treated Effluent sump. Suitable pumping arrangement and network shall be designed and constructed for horticulture purposes.

The work shall include the following but not limited to this:

- Green belt plantation;
- Lawns;
- Indoor plantation for admin building along with decorative pebbles;
- Pathways with interlocked rubber moulded paver blocks of specified design and shade;

6.9.7 Signage and warning boards

All buildings and treatment units shall be provided with sign boards indicating the name and function of these.

Necessary signage and warning boards shall be erected. The signboards shall be partially reflective flex type on SS Grade 304 minimum 1.2 mm thick supported with frame of aluminum channels / double back channels minimum 3 mm thick through aluminum rivets. The signboards shall be subsequently attached to the post(s) through steel bolts. The two posts used to support the signboard the diameter of each shall be minimum 40 mm and thickness 1.6 mm. The steel posts shall be embedded in RCC footing of size. The total height of the post shall be 1800 mm + size / depth of the signboard.

All the signboards displaying name of the technical units and directions shall be written in English and Hindi.

6.9.8 Rain water harvesting system

Rain Water Harvesting System shall be provided at all Facilities, the scope of work for rainwater harvesting shall cover major buildings considered for collection of rain water, rainfall considered, conveyance of rainwater, type of filters proposed, cleaning chambers and detailed civil works along with drawings and details.

It shall include, inter-alia, the following:

- PVC downpipes (along with clamping system),
- PVC gutters / pipes for conveying rain water to filters,
- First rain separator arrangement,
- Leaf trap,
- Filter,
- Storage tank with overflow pipe,
- Water tap,
- Bore well, etc.

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6.9.9 Earthworks - excavation

In Facilities where it is applicable, unless otherwise specified all excavation shall be done by mechanical means and includes working in or under water and /or liquid mud and / or under foul positions as per IS 3764 (1992).

- No blasting is allowed for any type of excavation.
- In case of excavations adjacent to existing structures, care should be taken to avoid damage/settlement to existing structure.
- Excavated material shall be dumped in regular heaps, bunds, riprap with regular slopes within the lead specified and leveling the same so as to provide natural drainage. Excavated material should be stored as directed so as to provide necessary access for functioning of existing structures conforming to client's requirements. Rock/soil excavated shall be stacked separately. Topsoil shall be stock piled separately for later re-use.
- Timber Shoring "closed" or "open" depending upon the nature of site and site conditions shall be carried out.
- The Contractor shall plan necessary drainage system at the site and ensure that the excavated areas shall not get filled / submerged in rain / surface water.
- The earth and sand used for filling shall be free from all roots, grass, shrubs, vegetation, trees, sapling and rubbish.
- No filling shall commence until surface water discharges and streams have been properly intercepted or otherwise dealt with.
- Anti-termite treatment of soil beneath the building and around the foundation shall be done with suitable insecticide.

6.9.10 Concrete and allied works

6.9.11 Material

Water, cement, fine and coarse aggregates and steel reinforcement shall conform to relevant codes / standards.

Cement shall be of 43 grade Ordinary Portland Cement as per IS: 8112:1989 - Specification for 43 grade ordinary Portland

The virgin steel used for reinforcement shall be TOR/TMT steel reinforcement bars of grade Fe 500 D conforming to IS:1786 - Specification for High strength deformed steel bars and wires for concrete reinforcement.

6.9.12 Storing of materials

All materials shall be stored in a manner so as to prevent its deterioration and contamination which would preclude its use in the works.

6.9.13 Formwork and reinforcement steel

Formwork shall be properly designed for various types of loads anticipated to be imposed during the construction process. The design should also take into account the effect of vibrations created during operation of vibrators. The forms shall be capable of producing a consistent quality surface as required.

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All the staging to be of tubular steel structure with adequate bracings or made of built up structural sections from rolled structural steel sections. Only steel shuttering shall be used, except for unavoidable portions and very small works for which 12 mm thick water proofing ply of approved quality may be used.

6.9.14 Concrete

Nominal mix concrete shall be used for concrete of grade M 15 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) or lower or if the quantity of concrete is less than 6 cum at a location on a single day.

Design mix concrete shall be used for concrete of grade M 20 and above or if the quantity of concrete is more than 6 cum at a location on a single day.

The mixing of concrete shall be strictly carried out in the batching and mixing plant for concrete. A concrete batching plant shall be erected as per site requirement. For small concreting works, mechanical concrete mixers may be used. Hand mixing of concrete shall not be permitted at all.

6.9.15 Construction joints & other types of joints

All construction joints shall be provided as recommended in BIS: 3370, 3411 and 6494. However, Contractor is allowed to reduce the number of construction joints as per Good Industry Practices.

The positions of construction joints should be specified by the designer & indicated on the drawings.

6.9.16 Preformed fillers and joint sealing compound

Preformed filler for expansion/ isolation joints shall be non-extruding and resilient type of bitumen impregnated fibers conforming to BIS: 1838 Part I or BIS 1838 Part 2.

Bitumen coat to concrete/ masonry surfaces for fixing the preformed bitumen filler strip shall conform to BIS: 702. Bitumen primer shall conform to BIS: 3584.

Sealing compound for filling the joints above the preformed bitumen filler shall conform to Grade 'A' as per BIS: 1834.

Other organic solvents such as poly-sulfate based joint sealants to BIS: 12118 Part-I or BIS 12118 Part-1 may be used.

6.9.17 Hydrostatic testing of liquid retaining concrete structures

Testing of concrete structures for leakage shall be done as per relevant BIS Code IS: 3370.

Water testing of concrete structures shall be done with potable water arranged by the Contractor at its own cost. Hydro-static test for water tightness shall be done at top level of structure and in case of digester it shall be up to the top of dome or soffit of cover slab. This test shall be carried out preferably in dry season.

6.9.18 Screed concrete

In all treatment units used for clarification or fitted with moving parts like scraper or sump / channel etc., the floor slab of the unit shall be finished with 50 mm thick M-20 grade screed concrete with neat finish at top surface.

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6.9.19 Grouting

(i). Standard grout

The proportions of standard grout shall be such as to produce a flow able mixture consistent with minimum water content and shrinkage. Surfaces to be grouted shall be thoroughly roughened and cleaned. All structural steel elements to be grouted shall be cleaned of oil, grease, dirt etc. The use of hot, strong caustic solution for cleaning purpose will be permitted. Prior to grouting, the hardened concrete shall be saturated with water and just before grouting, water in all pockets shall be removed. Grouting once started shall be done quickly and continuously.

The grout proportions shall be limited as follows:

Use	Grout Thickness	Mix Proportions	W/C Ratio (max)
a) Fluid mix	Under 25mm	One part Portland Cement to one part sand	0.44
b) General mix	25mm and over but less than 50mm	One part Portland Cement to 2 parts of sand	0.53
c) Stiff mix	50mm and over	One part Portland Cement to 3 parts of sand	0.53

(ii). Non-Shrink Grout

Non-shrink grout shall be provided in strict accordance with the manufacturer's instructions. Non shrink grout material properties shall comply with ASTM C1107 Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink). Application of non shrink grout shall be as per manufacturer instructions.

6.9.20 Structural steel works

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Material

All materials used shall be new, unused and free from defects. Structural steel and other related materials for construction shall conform to IS 2062. Where steel castings are to be used the same shall conform to IS: 1030.

Corrosion allowance of 2 mm shall be taken in case of M.S. Plates over and above the minimum thickness of 6 mm or design thickness of plates.

Test certificate from the manufacturer for the material shall be made available along with each lot supplied at site. Scratched or abraded steel shall be given a coat of primer for protection after unloading and handling prior to erection.

Painting on structural steel work

Primer and finish paints shall be compatible with each other to avoid cracking and wrinkling and shall be from the same manufacturer for each painting system.

a. **Primer**

Two coats of primer shall be applied on the steel surfaces. First coat of lead-free, oil-based, high-quality corrosive resistant steel primers such as Red Oxide/ Zinc Chromate as

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specified shall be applied before any member of steel structure are placed in position or taken out of workshop. Second coat of primer shall be applied after the erection is completed and before painting commences.

b. Paint

Two coat of epoxy paint shall be applied on all structural steel members. Paint delivered to the fabrication shop/site shall be ready mixed, in original sealed containers, as packed by the manufacturer. The application of paint shall be as per manufacturer's instructions. The coating thickness shall consist of the following minimum dry film thickness, or as recommended by the manufacturer, if thicker:

First coating :100 μ m

Second coating :100 μ m

Galvanizing of structural steel

Galvanizing of structural member shall conform to IS 4759, 209, 2629, 2633 and 6745.

6.9.21 Rehabilitation/Upgradation/Maintenance Work

The following section presents the technical specifications which will be applicable to all rehabilitation/upgradation/maintenance work.

All rehabilitation/upgradation/maintenance works shall use the best practices, materials workmanship of the trade. All parts of the structure have to be examined and in accordance with its condition it shall be rehabilitated -including buried parts of the structure. Special care is to be taken for areas that are likely to be highly stressed and exposed.

The required rehabilitation works indicatively include rehabilitation of Walls, Roofs, floor, Sump, Doors, Windows, Ventilators, railing, boundary Walls, staircases, gates, firefighting arrangement, water supply arrangement, sewer and drainage system, repair of manholes, STPs, MPS/IPS/SPS, Interception and Diversion Works, landscaping etc.

Requirements

All materials to be used in repair methods are to be sourced from manufacturers (rather than resellers, etc.), the company should have the necessary ISO, etc. certifications and the products should also have the necessary Standards certifications. The certified and approved product/ data sheet should clearly indicate the proposed uses and compatibility with other materials used in the proposals. Necessary and recommended tests as per direction of Project Engineer are to be conducted for all materials prior to incorporation in the works. The product shall also have successful usage history and certifications of quality and performance from long standing reputed testing/ research agencies like CBR/ CSIR, etc. All due care and diligence to be undertaken to ensure compatibility and durability.

The working platforms, staging, scaffolding, etc, shall be installed and dismantled in safe and prescribed manners without causing any damage to the existing structures.

There is overgrowth of trees, shrubs etc. at locations causing damage to existing RCC structures. Damage due to this shall be properly investigated

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and all such overgrowth which is causing or likely to cause deleterious effect on the structures shall be removed to provide clear space around structures. Necessary permissions shall be obtained by the Contractor from the Project Engineer and the concerned agencies.

6.9.22 General Specifications of Materials for Rehabilitation/Upgradation/Maintenance

The specifications given herein below for a particular type of product is not to restrict sources or brands, rather to ensure that all materials used are as per standards and of the best tested and certified quality. Equivalent products specifications shall be submitted to the Project Engineer for approval prior to incorporation.

- 1) The specifications given for new work shall be applicable for rehabilitated works as described herein above and as applicable in particular cases. The specifications in the two parts are not in any way mutually exclusive, rather they are to be read together.
- 2) The areas to be rehabilitated should be marked on the drawings and on the structure and subject to revision based on conditions found as per testing and as breaking proceeds.
- 3) All repairs will be at the discretion of the Project Engineer and subject to re-measurement.
- 4) All deviations from the scope of works must be agreed in writing by the Project Engineer before reinstatement starts.
- 5) Preferably, the entire compound selected for a repair system shall be manufactured by a single manufacture, to ensure the compatibility of the material. All the material shall be randomly tested (by infra ray spectrum, etc.) for consistency. These tests shall be done by Contractor, using a third-party test house and under direct supervision of the Project Engineer.

6.9.23 Surface / Substrate Preparation & rehabilitation/upgradation/maintenance works

- 1) Cleaning of all tanks inclusive of walls/base/Launders etc. complete using jetting machine at a pressure of minimum 6.0 kg/cm² and flushing out the tanks by hydraulic and mechanical pumping.
- 2) The edges of all repairs will be cut by angle grinder or similar to produce a regular profile (rectangular/square) with a minimum depth of 10 mm. No feather edges will be accepted in any repair work.
- 3) Breaking out should continue until sound, dense concrete is encountered after removing in proper pre- designed shapes the deteriorated and weak portions.
- 4) The substrate should be prepared to a rough surface.
- 5) Exposed steel should be cleaned by high pressure water jetting, mechanical wire brush or grit blasting and should be washed down with potable water to remove any residual contaminated dust.
- 6) All the spalled cracked concrete or any other pre-applied mortar shall be removed by chipping to expose the reinforcing bars. The concrete shall be chipped to a minimum depth of 20 mm behind the reinforcing bars. The areas to be repaired shall be profiled to get rectangular or square shape with an inward tapering edge.
- 7) If reinforcement has deteriorated or cross section of reinforcing bars reduced by more than 10%, it is required that such reinforcing bar be cut removed and replaced.

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with new reinforcement bar. The removal of bar has to be restricted to the minimum possible extent and the cut should be beyond the corrosion zone. Use of hammer and chisel should be avoided. Or supplemental reinforcement after treating and stabilizing the deteriorated reinforcement bars may be done.

8) The prepared surface must be sound, dense, and free of all oil, grease, loose and fractured aggregate or other contaminants that could impair adhesion.

9) Surface preparation of the concrete being repairs shall be done as per the requirements of the repair materials and manufacturer's recommendations. Faulty workmanship shall be entirely to the account of the Contractor and he will be fully liable to correct the problems, as per the approval of the Project Engineer including demolishing and reconstructing at his cost, as directed by the Project Engineer.

10) Carry out application of Bi-polar migratory corrosion inhibitor on concrete surface by brush in two coats. This inhibitor has migratory kind of property which permits the material to migrate to a virtual extent of 100 mm, through pores of concrete, inhibiting the corrosion and de-passivating the Electro-chemical reaction. Equivalent treatment can be used.

11) Thoroughly clean the corroded reinforcement/ steel rebar by wire brush or rotary grinder. Remove all the corrosion scales present on the bare and reach up to sound steel. Apply recommended coats of rust converting alkaline primer on corrosion affected steel bars after removing all the scales. It is alkaline in nature and convert both hematite & magnetite compounds in to stable compounds.

12) Application of primer shall be followed with application of two coats (each DFT of 50 microns) of anticorrosive epoxy (zinc rich/ etc.) coating for bar protection against future corrosion. Coating is for exposed old as well as newly provided steel. This system once applied on steel shall provide extended protection against future carbonation and chloride attack.

13) Applying appropriate grouting for the non-structural and structural cracks, honeycombing and weak concrete by appropriate grouting materials such as polymer modified cement grouts, low viscosity epoxy grouts or other polymer grouts.

14) Wherever required the sections may have to be built up with jacketing and appropriate concreting, especially at places of localized large repairs and replacement of collars, etc. Partly or wholly damaged sections may have to be demolished and rebuilt. The material used should be appropriate to the exposure condition, required properties and time available. It should ensure that earlier deterioration does not occur again. In small local portions appropriate repair mortars, micro concrete shall be used depending on conditions.

15) Wire mesh of 50x50 of minimum 4mm thickness shall be placed in position, wherever required (or directed by the Project Engineer) for building up section and on the walls, slabs, beams, columns and roof - inside the wet sumps, and if required on external faces too. Necessary lapping and anchoring should be done with corrosion resistant anchors of appropriate strength using epoxy or equivalent adhesives.

16) Applying Epoxy Bond coat having long tack-free time of 120 minutes on the prepared surface to receive new polymer modified concrete, with two coats of epoxy based bonding agent on full coat. Laying of reinstatement concrete

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shall be completed within the overlay time of bonding coat. This bond coat act as bonding agent between old and new concrete.

17) Laying of reinstatement concrete with anti-corrosive and polymer additives shall be completed within the overlay time of bonding coat. Guniting or spray mortar shall be provided over large areas as identified for such works. Over small areas the mortars may be applied manually. The finished surface shall be trowelled smooth to receive the protective layer as required.

18) Protective layer shall be provided which shall be suitable as per conditions of exposure. The layer shall be flexible and have a long life warranty. It shall have good strength properties and adhere properly to even wet substrates, as it may be difficult to obtain dry conditions before application.

19) Styrene-Butadiene (SBR) copolymer based latex liquid designed for use with Portland cement or better material with assured long performance shall be used in PCC repair works such as those related to pathways, plinth protection - as additive for repair mix, as bonding agent and for water protection - in recommended proportions. Similar product may be used for plasters and brick mortars (repair, etc.).

6.9.24 Particular Civil Rehabilitation/Upgradation/Maintenance Works

1) Emptying of all individual units either through bypass arrangement, if available, or by direct pumping out the sludge/ effluent into tankers or an appropriate system and relocate the same in the existing sludge drying beds or in any such area that Project Engineer deem fit within/outside the limits of the plant works. Price shall include cost of the pumps, pipes, temporary valves, motor tankers etc.

2) Cleaning of external/ internal surfaces of the entire existing tanks complete using jetting machine at a pressure of minimum 6.0 kg/cm² and flushing out the muck etc. by hydraulic and mechanical pumping. If concrete and plaster are damaged then the same shall be repaired as per instructions given below and apply anti-carbonation paint on buildings and cement paint on liquid retaining structures along with approved/ specified protective coatings.

3) Worn-out steel bars shall be replaced/ replenished with new one as required diameter using rebar fixing epoxy material.

4) Two coats (DFT of each coat > 50 microns) of Zinc rich epoxy primer shall be provided on reinforcement bars exposed during structural repairs. In addition, other specified measures such as using rust converter, etc. as applicable.

5) A milky-white, Styrene-Butadiene (SBR) copolymer based latex liquid designed for use with Portland cement as a reliable water resistant bonding agent, etc. shall be used underneath of structural repair mortar, micro concrete or ready mix plaster.

6) The inside of all the existing liquid retaining structures shall be provided with 12mm thick ready mix plaster.

7) For bonding old concrete to newly placed concrete / cementitious mortars, Solvent free epoxy based bonding agent shall be used.

8) Concrete fibre reinforced repair mortar or micro concrete shall be used for repair of RCC elements. The repair work shall be completed after curing etc. complete.

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- 9) Grouting in RCC walls (liquid retaining structures) shall be carried out by using PVC Nozzles and grouting material including curing etc., complete.
- 10) Epoxy slurry mortar coating shall be provided at the junction of wall and base slab of liquid retaining structures extending up to 750 mm vertically and horizontally from the junction as approved by the Project Engineer.
- 11) All the damaged plaster in Existing building shall be removed completely and finished with new plaster after applying cement slurry (with appropriate admixture) as a bond coat.
- 12) For building internal surface- Oil bound distemper of approved shade and as directed by Project Engineer as specified elsewhere.
- 13) Exterior of all the buildings shall be painted with two or more coats of anti carbonation painting as per specifications.
- 14) Two coats (multi coat DFT = recommended/500 microns) of polyurethane resin or equivalent approved coating system on top surface of the RCC wall and extending downwards along the wall surface (liquid contact / splash side) up to 1000 mm below the lowest water level, in liquid retaining structures. It should be capable of being applied and adhere well to 'non-dry' or moisture laden walls. All rehabilitated areas, even those other than in the splash zone (as described above) shall be given a long life assured protective coat as per exposure condition.
- 15) The floor slab of the water retaining structures shall be provided with 50 mm thick M-25 grade screed concrete. High performance polypropylene fibres and Styrene-butadiene (SBR) copolymer latex multi-purpose admixture may be mixed with cement, or other admixtures used for designing the mix, in preparing screed concrete. For fixing the proportions manufacturer's recommendation shall be binding. The SBR admixture should be compatible with all types of OPC and other cements. The screed concrete should be abrasion resistant.
- 16) Removing of existing and re-fixing of new rain water pipes (UPVC) inclusive of clamping to structure bends fittings etc.
- 17) Completely dismantle flooring of existing Pump Houses and laying providing new CC Flooring with metallic hardener topping and Dado in ceramic tiles 2.1 M in UG portion and 0.9 M in above GL portion. In existing control Room, MCC Room etc. the CC Flooring with metallic hardener topping shall be provided as per specifications.
- 18) Repair/New Plinth protection shall be done all around the building. The apron shall be 1000 mm wide and in PCC M-20 grade laid to slope of 100 mm to 15 mm. The apron shall be rest on well compacted, watered, levelled and thoroughly consolidated ground. Necessary bonding agents and admixtures to be used for repair works. **अधिसाक्षी अधिकारी**
- 19) If the existing pathways or parts thereof are required to be demolished and constructed a new, the same shall be done as per the specifications.
- 20) The unserviceable roof top of the existing buildings should be made approachable by providing stainless steel cat ladder, as per requirements. **Superintending Engineer 8th Circle**
- 21) All the existing railing in the plant shall be replaced with new SS railing as per approved drawing and specifications. **U.P. Jal Nigam Moradabad**
- 22) Replace all the existing Doors, Windows and Ventilators with new uPVC Doors, Windows and ventilators as per directions of the Project Engineer. **General Manager Const. Unit U.P. Jal Nig SAHARANPUR**

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23) Existing sliding grills and old rolling shutters shall be replaced with new galvanized material products as per conditional and functional requirements. However, in rare cases, if they are in very good condition then the same need to be retained then they should be repaired, made fully functional and painted, all as directed by the Project Engineer.

24) Replace all the existing fencing completely and provide and erect PVC coated or galvanized steel chain link fencing of minimum height 1.8 m.

6.9.25 Replacement or Providing Additional Steel Reinforcement / Rebar's

If the diameter of corroded part of rebar / reinforcement steel after grit blasting is found reduced by more than 15% of the original diameter then the same be cut, removed and replaced with new rebar. The removal of bar has to be restricted to the minimum possible extent and the cut should be beyond the corrosion zone. The diameter of the new rebar to be provided shall be equal to or greater than the existing rebar diameter being replaced. The rebar's may be suitably lapped and tied or welded as directed by Project Engineer. Instead of replacing, the same be replenished with new bars along with the specified treatment of old bars.

6.9.26 Anchoring of New Steel Reinforcement / Rebar's

Replacing of worn out reinforcement/steel bars which has lost its section beyond the permissible limits or required any modification in the existing structure (e.g. columns, beams, wall and slabs) as per design by drilling/fixing (vertical or horizontal position) it with the rebar material.

The epoxy should be mixed in accordance with the manufacturer's recommendation and installed in the hole with a caulking gun or similar device that the place the epoxy in the end of the hole without air voids. The dowel should then be inserted and rotated to hold the dowel in place until the epoxy sets. It is important that the dowel not be pumped in and out of the hole during installation as air voids might be formed in the vacuum created when the dowel is pulled outward.

6.9.27 Priming of Steel Reinforcement

If reinforcement is corroded ensure that the back of the steel has been exposed and cleaned around its whole circumference. The reinforcing steel surfaces should be grit blasted or wire brushed to remove all traces of corrosion. Ensure no oil, grease or dust is present. The blasted or prepared reinforcement steel should not be left uncoated. Cut back the concrete to at least 20 mm behind the reinforcing bars and coat with appropriate rust converter primer and the required anti-corrosive epoxy coating. DFT of each coat shall be > 50 microns along with other treatment such as using rust converter.

6.9.28 Bonding Agent for Cementitious Mortars

Description

It is a solvent free epoxy resin based system bonding agent for bonding old concrete to new freshly placed concrete / cementitious mortars. It is supplied as a two component system, which is ready for onsite mixing and use.

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Typical properties

Bond Strength : Greater than 10 N/mm² As per ASTM C - 882 - 05, which exceeds tensile strength of concrete.
Full Cure : 14 days

Standards

ASTM C 881-10-Type II & V, Grade 2 - Class B & C, or equivalent.
Coverage: Normally 2.5 to 3.5 m²/kg depending on surface profile.

6.9.29 Bonding Agent (SBR)

Bonding Agent for Cementitious Repair Mortars / Micro-Concrete / Ready mix plaster

Description

A milky-white, Styrene-Butadiene (SBR) copolymer based latex liquid designed for use with Portland cement as a reliable water resistant bonding agent.

Preparation of Bonding Slurry

Bonding slurry is prepared by mixing 1½ - 2 parts of cement to 1 part of SBR latex liquid by volume to a lump-free creamy consistency.

Liquid Integral Water Proofing Admixture

It shall be ready-to-use Liquid admixture dispensed into the cement mortar together with the mixing water.

Consumption : Min 0.3% by weight of cement or as per the manufacturer.

Polypropylene (PP) Fibres

These shall be high performance polypropylene fibres for concrete and mortar as a crack controlling additive.

Consumption : 0.6 to 0.9 kg/m³ of Cement Mortar or as per Manufacturer

6.9.30 Ready Mix Plaster

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The Pre-packed ready-made plasters shall be coarse / fine water resistance mortar for internal / external use for water retaining structure, it is premix ready to use cement based mortar minimum thickness should be 12-15mm and level the surface. Mixing of 6 to 7 litres of water in 40 kg bag and after adding water it should be used within 1 Hour, water curing is required at least 5-7 days. The prepared surface must be sound, dense, free of oil, grease, loose and fractured aggregate or other contaminants that could impair adhesion. The substrate should be prepared to a rough surface having minimum 5 mm amplitude at 20 mm frequency. Especially for concrete walls of water retaining structures like e.g., water tanks, sludge chamber, gas holders and connecting channels etc.

6.9.31 Acrylic Polymer Dispersed Cement Based Waterproofing Slurry

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Easy to apply by brush (slurry consistency); shall have good adhesion to prepared concrete and mortar substrates; good abrasion resistant; protects against water penetration, salt & carbonation and non-corrosive to steel & iron. The waterproofing slurry shall conform to IS 2645: Integral waterproofing compounds for cement mortar and concrete.

Application:

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Concrete, mortar and masonry surface must be clean, free from grease, oil and loosely adhering particles. Steel and iron surfaces must be free from scale, rust, grease and oil. All surfaces must be as true and flat as possible. Saturate absorbent surface thoroughly.

A prebatched mixture of good quality cement with clean fine sand (250 microns) should be prepared with cement and sand in equal proportions by weight. This should be mixed with readymade acrylic polymer dispersion in proportion of one part of polymer to four parts of mixture to form slurry. The mixing of slurry should be done in a clean container by slowly adding the cement sand mixture to polymer dispersion and stirring with a slow speed mixer. Mixing should be done until the consistency is free from lumps.

Dampen all surfaces immediately ahead of the slurry application. Whilst the surface is still damp from saturation, apply the first coat and leave to harden (2-6 hrs.). For slurry consistency apply with a hard plastic bristled brush or broom. After the second coat has been applied, finish by rubbing down with a soft dry sponge. Slurry should be applied at the rate of 3-4 kg/m² for two coats. Use damp hessian or polythene to aid curing, for 3 days. Then allow to dry out.

6.9.32 Patch Repairs in RC Elements

Structural repairs where the thickness of repairs is up to 50 mm, shall be carried out by dual shrinkage compensated, trowel able fibre reinforced thixotropic repair mortar. When mixed with amount of water, as recommended by manufacturer, shall produce a dual shrinkage compensated thixotropic, high strength repair mortar. The repair mortar shall possess excellent bond characteristics to steel reinforcement and concrete. The repair mortar shall be suitable for sprayed or trowelled applications, in both vertically and overhead.

Application

After mixing, the mortar can be sprayed (spraying units as per the manufacturer) or trowel applied. For small patches, hand application shall be resorted to. While applying by hand, the mortar must be forced tightly into the substrate to ensure intimate contact with the pre-wetted substrate. Levelling and initial finishing should be carried using a wooden or plastic float. Final finishing should be carried out using a steel float.

When the material has stiffened to the point where finger pressure lightly marks the surface, a final firm trowelling should be given using the steel float.

Curing

Curing by covering the work with plastic sheet over wet surface and foam rubber.

6.9.33 Micro Concreting

Micro concrete pourable mortar shall be a dual shrinkage compensated, high flow, and high strength one component formulation and suitable for placing in thickness of 25 to 200 mm. Micro concreting shall be used for vertical or horizontal structural repairs. Bonding agent shall be used if manufacturer recommendation. Grain sizes shall be as per datasheet of manufacturer.

Application

The prepared substrate should be pre-soaked preferably for 24 hours, but at least 2 hours before applying ensure all water is removed from formwork and formwork is resealed.

Micro concrete should be pumped or poured into the prepared formwork until the voids are filled. Pumping is recommended for larger pours. Do not vibrate as it could lead to segregation.

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segregation. The formwork should be removed after 1-3 days and cured as per manufacturer instructions. If subsequent coats are to be applied the use of clear polythene is recommended for the first three days after removal of formwork. For repairs beyond 80mm to 100mm in thickness, extend micro concrete mortar with up to 12.5kg of 5-12mm sized washed, saturated surface-dry (SSD), graded low absorption, high density aggregates.

Curing

After formwork removal the repaired area shall be cured as per manufacturer instructions.

6.9.34 Surface Crack Repair

Often, due to Building/structural ageing or poor masonry, joints and surface crack develop on exterior/interior walls shall be filling by a flexible, solvent free, adhesive and epoxy polysulphide or equivalent (such as PU, etc.) sealant, which has excellent flexibility, excellent weathering characteristic with rain, snow and ultraviolet light and very good adhesion to concrete, it has a particular advantages of bonding firmly to damp surfaces. The sealant shall be suitable for an application thickness up to 12mm in width.

Application Procedure

Open the cracks and widen them to form a 'V' shaped groove. Clean the area thoroughly free from oil and dust completely. Apply the first coat by using a spatula or putty knife, press the paste firmly in to the crack by consecutive perpendicular layers to avoid leaving air pockets and level with the surface and allow to dry.

6.9.35 Grouting in RCC Elements

To stop the seepage in water retaining RCC structures the following procedure will be used :Fixing of PVC Nozzles 12mm dia. by drilling holes at spacing 500 mm centre to centre staggered and grouting the same by using cement, very fine treated silica and Powder based Admixture (5% by weight of cement) with water and the holes shall be plugged by plugging material with single component powder based crystallization non-shrink high bond strength hydraulic cement compound.

Application Procedure

All cracks to be treated should be flushed out with clean, dry, oil free. This should be done after drilling of injection holes or fixing PVC Nozzles 12mm dia. nipples and grouting material fill the crack by using pump until grouting material going back flow from the nipple and allowed to cure for a period as per manufacturer's recommendation.

After that cut the excess PVC Nozzle and plug by using single component plugging material based on crystallization technology.

6.9.36 Grouting Low Viscosity Monomer

Make up of lost strength of core concrete shall be with grouting of low viscosity (2-5cps- as per ASTM-D-2196) monomer. This is a low viscous high molecular weight thermosetting polymer. Due to its low viscosity it effectively fills up all micro-cracks and voids up to full depth of concrete. Grouting with this system shall provide gain in core strength by 15 to 20 %. Beside enhancing existing binding matrix this shall also enhance in ductility property of elements. This may be used in exceptional situations as required by the Project Engineer.

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6.9.37 Strengthening of beam with GFRP/ CFRP/ Metal Laminates

Strengthening of beams, slabs, columns, etc. may be undertaken by use of glass/carbon fibre laminates placed as per requirements. The details of the same may be developed and provided as specifically required at particular locations.

6.9.38 Guniting

In general, Guniting (Minimum density 2T/Cum.) on concrete/masonry surface with wire mesh size 50x50mm of wire thickness 4 to 5 mm (as specified / required) and cement mortar 1:3, applied with compressor after cleaning surface and applying with epoxy complete as per technical specification as per clause 2807 of MoRT&H Specification.

6.9.39 Expansion Joint Treatment

The expansion joint system shall be a complete system designed by the manufacturer to withstand structural movement and harsh environmental conditions. The system consists of a preformed profile / filler material, installed using the same dimensions or slightly higher as the joint gap at mid-range temperature, bonded with a two-component epoxy adhesive, and pressurized during the adhesive cure time. Pressurization is done through a valve with cap system or as recommended by the manufacturer. The profile is pressurized during installation and curing time of adhesive to assure complete bonding throughout gap/profile surfaces. Air pressure will bleed itself with time or air valve can be released at any time after 24 hours of installation.

The joint treatment shall be done by applicators recommended by the product manufacturer. In addition, it shall be designed for application on the specified type of surface indicated on the project drawings.

Components and Materials

i. Profile of Filler Material

Polychloroprene (neoprene) elastomer, pre formed by extrusion and vulcanized into its definitive shape, which is supplied in several configurations and dimensions, ranging from ¼ inches to 5 inches. The size of profile / filler material shall be approximately 25% larger than the width of the joint, however, manufacturer's recommendation in this regard shall be final.

Three samples, each at least 6" (152 mm) long along with manufacturers test certificate shall be submitted for approval of the Project Engineer.

ii. Expansion Joints shall be treated as follows:

1. Existing expansion joint material to be completely removed and cleaned and dried,
2. Insert the profile / filler material in the prepared expansion joint.
3. Lay single component cement grade PU sealant (vertical/horizontal application) followed by high performance elastomeric expansive rust proof, chemical proof sealing tape 150 mm/200 mm wide 2 mm thick.

The tape shall have tensile strength exceeding 6Mpa and resistance to cracking exceeding 600 N/cm when tested as per DIN 53363. The tape shall be fixed by means of epoxy adhesives applied on either side of the joint.

Adhesive shall be two-component, thixotropic, epoxy-based adhesive, which is mixed at the job site.

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iii. High performance elastomeric expansive rust proof, chemical proof sealing tape 150 mm/200 mm wide 2 mm thick shall be fixed by means of epoxy adhesives applied on either side of the joint.

The tape shall have tensile strength exceeding 6Mpa and resistance to cracking exceeding 600 N/cm when tested as per DIN 53363.

6.9.40 Demolition

Demolition procedure/methodology, including list of equipment/ machinery shall be submitted for approval along with details of personnel that will be working to undertake demolition of various structures. Details of safety gear being mobilized should also be submitted.

Demolition and other works shall be carried out under proper supervision by qualified/ certified personnel only. All personnel should be adept at using the safety gear provided to them by the Contractor.

Necessary precautions will be taken to keep noise and dust nuisance to the minimum and as per NGT guidelines. This shall in general be applicable to other activities of the works. All glass, fragile and combustible material shall be removed from the structure before demolition begins.

Special measures have to be taken for enclosed areas such as digesters which have to be vented properly including neutralizing active chemical/biological contents. Wherever there are hazardous, inflammable or poisonous gases or other materials present, the same have to be removed/ dismantled with all the necessary safety and precautions.

In addition, necessary masks, monitoring meters and neutralizing/ firefighting equipment has to be kept ready of any emergencies along with first aid equipment.

Before commencing demolition, the nature and condition of the concrete, the condition and position of reinforcement, and the possibility of lack of continuity of reinforcement shall be ascertained.

Attention shall be paid to the principles of the structural design to determine which parts of the structure depend on each other to maintain overall stability.

Safe and proper disposal of demolished and or emptied materials shall be the responsibility of the Contractor and it shall be done in a environment friendly manner.

6.10 Electro Mechanical Works

6.10.1 Technical Specifications for Electrical Works: All works shall be carried out in accordance with the requirements of:

- I. IE Rules
- II. State Electricity Board
- III. Rules and regulations of Local authorities, and
- IV. The standards in this specification

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The Contractor is responsible for applying and obtaining necessary statutory approvals and shall ensure workmanship of good quality and shall assign qualified

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supervisor / engineers and competent labour who are skilled, careful and experienced in carrying out similar works.

IS codes for electrical Works:

CODE	TITLE
IS : 10418	Specification for drums of electric cables
IS : 2633	Methods of testing weight, thickness and uniformity of coating on hot dipped galvanized articles
IS : 209	Specifications for Zinc
IS : 2062	Steel for general structural purposes
IS : 808	Dimensions for hot rolled steel beam, column channel and angle sections
IS : 816	Code of practice for use of metal arc welding for general construction in mild steel
IS : 2629	Hot deep galvanizing of iron & steel
IS : 2633	Methods of testing uniformity of coating
IS : 4759	Hot dip zinc coatings on Structural steel and other allied Products
IS2026/BS 171/IEC76	Power Transformer
IS3639	Fittings and Accessories
IS1180	Auxiliary Transformer
IS6600/BSCP.101-0/IEC354	Loading of oil immersed transformer
IS335/BS148/IEC 296	Transformer Oil
IS2099/BS23/IEC 137	Bushings for > 1000V, AC
IS7421	Bushings for 1000V, AC
IS13947(Part 1)/IEC947-1	Degree of Protection
IS3637	Buchholz Relay
IS 1271/BS2757/IEC 85	Insulation Materials for Electrical Machinery
IS3202/ BSCP1014 / IEC354 Cons.	Climate Proofing
IS 1886	Installation & Maintenance of Transformers
IS 2705	Cons. of Transformer
I.S. 3045-1987	Earth Pits

6.10.2 Specifications for mechanical equipment: for

1. Screen channels, mechanically cleaned fine screens.
2. Sluice gates
3. Grit chambers with mechanical grit removal equipment
4. Parshall flumes
5. Various sizes of interconnecting piping.
6. Fire-fighting equipment as per state Government department of Fire services.

All mechanical equipment such as screens, de-gritting devices, sluice gates, etc which comes into contact with sewage shall be fabricated in non-corrosive materials and metallic parts in contact with sewage shall conform to Stainless steel. All walk ways shall be in RCC or stainless steel with stainless handrails. Provide appropriate explosion proof construction and devices at any enclosed locations components where incoming sewage is exposed to atmosphere.

Mechanical screens shall be operated with Shaftless screw conveyors to transfer screenings to the screw compactor to dewater and compact the screenings. The screen will be controlled by a timer as backup to level control, so that, the cleaning mechanism can run at a set interval.

The deposited grit will be removed from the grit chambers by appropriate and efficient removing mechanism. Grit removal shall be accompanied with a grit classifier and grit washing system to ensure the grit is free from organic matter before disposal.

Parshall flumes downstream of each grit chamber structure shall be required where an ultrasonic flow meter will be installed for measuring and adding the total flow of raw sewage entering the site.

Isolation weir gates and bye pass shall be required to control and/or isolate flow to any one unit.

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IS codes for mechanical equipment:

CODE	TITLE
IS 6280 – 1971 –	Sewage Screens
IS 8413 – 1982	Biological Treatment Equipment – Part II and its modifications
IS 10037 – Part I – 1981 & Part II & III – 1983	Sludge dewatering equipment
IS 10261	Requirements for settling tank for waste water
IS 105533 – Part I, II, III	Chlorination Plants
IS 5600 – 1970	Sewage and Drainage Pumps
IS 6279 – 1971	Grit Removal devices

The list is not exclusive and the Contractor shall be responsible to follow the appropriate standards. Code of Practice will be deemed to be a part of this agreement.

6.10.3 Instrumentation, Control and SCADA System

A Supervisory Control and Data Acquisition (SCADA) system will be installed in the Sewage Treatment Plant, Sewage Pumping station networked to the PLC and shall acquire, display, monitor and issue remote control actions for maintaining the pumps. The SCADA system shall also originate custom performance reports for management reporting.

6.11 APPLICABLE PERMITS

(I) Contractor Applicable Permits, if required:

No.	Applicable Permit	Authority
1.	Temporary Power Connection	Electricity Board/ other temporary sources
2.	Consent to Operate	State Pollution Control Board
3.	Consent for storage of hazardous materials	Director of Explosives
4.	Consent Firefighting system	Firefighting Department

The Contractor will be liable to obtain all Applicable Permits (other than the UP Jal Nigam/Nagar Nigam/ULB Applicable Permits) that are necessary for operation, maintenance and management of the STPs, it's infrastructure and sewer network, if required. (UP Jal Nigam/Nagar Nigam/ULB shall assist the Contractor in obtaining all the required permits.)

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(2) UP Jal Nigam Applicable Permits, if required:

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No.	Applicable Permit	Authority
1	Power Connection	Electricity Board
2	Consent to establish	State Pollution Control Board (SPCB)
3	Tree cutting	Forest Department
4	Road cutting & crossing	Public Works Department
5	Railway Crossing	Commissioner Railway safety
6	Revenue road cutting & crossing	Panchayat/Local Authority
7	Obtaining No Objection Certificate for various sewerage facilities under the ULB for handing them over to Jal	ULB/District Administration
8	Construction of weirs/pipeline crossings	Irrigation Department/ULB
9	Approach Road to new Facilities	Forest Department/ Panchayat/Local Authority/Irrigation Department
10	Consent to Operate for Existing Facilities	ULB and SPCB

(The Jal Nigam shall proactively assist the Contractor in obtaining all the required permits.)

6.12 TRAINING DURING OM&M PERIOD

6.12.1 TRAINING OF EMPLOYER'S PERSONNEL-

6.12.1.1 IN HOUSE

The Contractor shall be responsible to provide practical training in all aspects of the operation, maintenance and management, and facilities to all personnel selected by the Employer.

For this purpose, the Contractor shall provide a comprehensive training program for the Employer's personnel during the entire period of contract, and for as long thereafter as may be reasonably required to ensure that the designated personnel are adequately trained to take up their responsibilities.

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All costs for the Contractor's personnel and the training facilities required for the training, and any incidental training expenses, shall be borne by the Contractor.

The training program will include an orientation program on the ESMF, Project Management Engineering and Public Health. The training will focus on the environmental and social issues. The contents will basically focus on the ESMF, concept, regulatory requirements, Environment and Social priority issues, project cycle of OM&M program investments, outline of stakeholder and report formats in respect of the Environmental aspects.

In addition to the above, it is required that a conscious effort be made to mainstream the environmental and social issues within the training programs. The program will be structured in such a way that it clearly brings out the value addition and enhancement benefits of proper management of environmental and social issues.

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The Contractor shall organize to provide practical training in all aspects of the operation, maintenance and management, and facilities to at least 5 personnel selected by the Employer once in two years of different Cadre during Contract Period for a period of 7 days-

- (i) Administration- 1
- (ii) Engineering-2
- (iii) Finance-1
- (iv) Environmental Science/Engineering-1

Guide lines of personnel and administrative reforms (Trg.ii) department and UP State Government will be followed and adhered by the personnel selected by the Employer for abroad training.

Expenses shall be met and borne by the Contractor. Country/Place of abroad training shall be preferred where contractor's/ Firm's STPs are been operated and maintained by them.

अधिसारी अधिकारी
नगर पालिका परिषद
साहपुर

अधिसारी अधिकारी
नगर पालिका परिषद
अमृतसर

महाप्रबन्धक (जल)
नगर निगम साहपुर

अधिसारी अधिकारी

नगर पालिका परिषद, अमृतसर

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General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसारी अधिकारी

नगर पालिका परिषद, अमृतसर

पिलखुवा (गा. बा.)

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अधिसारी अधिकारी
नगर पालिका परिषद, अमृतसर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

महाप्रबन्धक (जल)
नगर निगम साहपुर

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

6.13 Indicative Vendor List

The Contractor can procure the material and / or equipment for upgradation, renovation, replacement and maintenance of STPs, it's Associated Infrastructure and sewer network from the indicative list of vendors detailed in the list below or from the vendors with prior approval from Engineer.

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
1.	Cement OPC	Ultratech, Gujrat Ambuja, Vikram, Birla Super, JK, Prism, JP, Birla
2.	Cement (SRC)	ACC, Gujrat Sidhee, Gujrat Ambuja
3.	Cement (White)	Birla, JK
4.	Cement (PPC)	ACC, Gujrat Sidhee
5.	Bricks	Ordinary Burnt Clay Bricks of any brand conforming to IS: 1877 with minimum Crushing Strength of 40 Kg/cm ² and Water Absorption Ratio restricted to 25% for Bricks used in Panel Walls and 20% for Bricks used in Load Bearing Walls
6.	Mild, Tor Steel, CRS Steel	TISCO, SAIL, RINL
7.	Screws	GKW Nattlefold, Oxidised
8.	Dash Bolt Fasteners	Fischer, Hilti
9.	Ceramic/Glazed Tiles	Kajaria, Nitco, Johnsons, Cera, RAK
10.	Granite Tiles	Bell Granito, H & R Johnson, RAK Ceramics, Restile Ceramic
11.	Glass Mosaic Tiles	Bisazza India, Pino Bisazza
12.	Paver Blocks	Conwood Prefab, Hindustan Prefab or equivalent
13.	Adhesives	Pidilite, Fairmate, Bal Adhesive, MC Bauchemie, Cementone India, Fosrock, Sunanda Special Coating
14.	MS Door Frames & Shutters	Agew, Ferroteel, Sen Harvic, Weldobors, Yashashri Polyextrusion
15.	Hardware (Handles, Hinges, Mortice Locks)	Shalimar, Sobeet, Vijayan, Navbharat Brass Works, CIEF, Amarbhoy Dossaji
16.	Aluminium Windows	Aluminite, Aluplex, Almech, Indrajit Associates, Aldoweit, Crystal Corporation, Indal, Jindal, Ajit India
17.	Night Latch	Godrej, Sobeet, Vijayan, Yale
18.	Paints:	
19.	a. Internal	Snowcem, Asian, ICI, British Paints, Shalimar, Nerolac, Burger, Jensen & Nicholson
20.	b. External	NITCO Paints, Killick Nixon, Hilti, Colours and Chemicals, Supreme, Shalimar, Burger, Jensen & Nicholson, Super Snowcem.
21.	Synthetic Plaster Finish	Nitco, Accro, Damani Dye Stuff, Supreme, Renova

General Manager
Const. Unit U.P. Jal Nigam
General Manager SAHARANPUR
अधिकारी अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद
अधिकारी अधिकारी
नगर पालिका दारुद
पिलखुवा (गा० बाद)
305

अधिकारी अधिकारी
नगर पालिका परिषद मुजफ्फरनगर
अधिकारी अधिकारी
नगर पालिका परिषद मुजफ्फरनगर
अधिकारी अधिकारी
नगर पालिका परिषद मुजफ्फरनगर

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
22.	Waterproofing Works	India Waterproofing Co., Likproof India, Overseas Waterproofing Co.
23.	Waterproofing Compound	Accoproof, Pediproof, CICO, Impermo, Vamiplas 302, Vamiproof 101 & 102
24.	Glazing	Float Glass of Modi, Asahi, Saint Gobain
25.	M.S. Rolling Shutters (With Galvanising)	Swastik, Standard, Shudwar
26.	Aluminium Grills	DECO, Alumnigrille
27.	Aluminium Joinery	Crystel Corporation, Alumlite, Aluplex, Alm
28.	Anti-stripping Agent	Yuva, BE 100
29. A	Chemical Admixtures and Compounds for RCC and Mortar	MC Bauchemie, Krishna Conchem Products, Sunanda Chemicals, Pidilite, Fairmate, Fosroc, Sika Qualcrete
29. B	Repair mortar and other materials	BASF / FAIRMATE / SIKA / FOSROC/ KRISHNA CONCHEM / DR FIXIT /LOCTITE/ MC-Bauchemie (India) Pvt Ltd / CHEMBOND / HILTI / M/s HUNTSMAN / Stirling Lloyd/ Polychem Ltd., etc.
30.	Anti-Corrosive Paint	Krishna Conchem Products; CICO Chemisol Adhesive, Shalimar, Burger
31.	Sanitary ware	Hindustan, Parry, Cera, John Gas, Jotisum
32.	Flushing Cistern	Flush Line or equivalent Approved ISI Manufacturers
33.	Sanitary Fittings and Fixtures	Mark, Jaguar, Gem, Dripless, Kingston, Essco, Metro, EssEss
34.	Lead for Lead Joints	Approved ISI Manufacturers
35.	Rubber Ring	Approved ISI Manufacturers
36.	Stainless Steel Sink	Nirali, Tuff, Diamond, Kingston, Neel Kamal
37.	SW Gully Trap and Stone ware Pipes	Perfect, Sonya, Girco, Elecon, Rajura
38.	Cast Iron Covers	RIFCO, Mohit Steel, Ashok Iron Works, Neco
39.	Piling Works	Kvaerner, Afcons, Michigan Engineering & Toubro, DBM Geotechnics, Meher Foundations, Safe Foundations, Simplex
40.	Fire-fighting Works	Monsher, Mather & Platt, Bells Controls, Nirm Fire, Rahul Fire
41.	Marine Plywood	Anchor, Kitply
42.	Neeru	Swastic Instant Neeru or equivalent Approved ISI Manufacturers
43.	Lightening Conductor	Approved ISI Manufacturers
44.	Teak Wood	C.P. Teakwood, First Quality with following Tolerances.
45.	Sap wood	Sap Wood to the extent of 25%
46.	Wrap	Wrap to the extent of 10 mm in 3m
47.	S.W. Pipes	Burn & Co., Perfect Potteries, Navroji Vasa

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अधिकांशी अधिकारी
नगर पालिका परिषद लोनी

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अधिकांशी अधिकारी

नगर पालिका परिषद

पिलखुवा (गा. बाद)

306

महाप्रबन्धक (जल)
नगर पालिका परिषद लोनी

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
48.	CI Soil Pipes & Fittings as per IS : 3989/84	NECO, CENTRI
49.	G.I. Pipes / G.I. Fittings	TATA, Zenith, Jindal, Suryaprakash
50.	Gate Valve / Non Return Valve	Sant, Zoloto, Leader
51.	Flush Valve	Jaguar, EssEss
52.	Water Meter	Capstan or other Approved ISI Manufacturers
	ELECTRICAL	
1.	Instrument & Meters	Universal Electronics Ltd. / Automatic Electric Ltd. / Havells Pvt. Ltd. / Gollica Electricals P. Ltd. / Rajdhani / Conserve (Schneider)
2.	Cat-6 Lan Wire	Lucent, LAPP, AMP
3.	PVC Pipe	Diamond, Precision (PPI), Asian, Astral
4.	Lighting Fixtures	Wipro, Phillips, Crompton, Bajaj
5.	Relays	ABB, Siemens, Alstom (AREVA), Schneider, L&T
6.	Relays (for 1.1 KV 11 KV Switchgear)	English Electric Ltd. / ALSTOM / Universal Electronics Ltd. / Siemens / Control and Switchgear / Larsen & Toubro Ltd. / Schneider
7.	Micro Processor Based Relays for Motor Protection	GE Power / Larsen & Toubro Ltd. / Siemens / Schneider / ALSTOM / ABB
8.	Battery Charger	Uptron Powertronics (Shreetron) / Statcom / Automatic Electric Ltd. / Chabi
9.	Fire Extinguishers	Steelage Industries / Vijay Fire Protection Ltd. / Amco
10.	Fuse Base	Siemens, L & T, Popular Brass Metal
11.	Control Cables	LAPP, Finalex
12.	Batteries	Amar Raja, HBL Knife, Exide, Emco
13.	11 KV End Termination & Straight through Joint	Raychem, Xicon, Danson
14.	Measuring Instruments	MECO, IMP, KEW, Rishiline (L&T), Conzerv
15.	Air Conditioners	Samsung, LG, Voltas, Carrier
16.	T. W. Boards & Blocks	Double Folding Polished Board shall be in 8" x 10" shall be in Block up to 8" x 10" shall be in
17.	T. Switch S.P. or 2-Way S.A. to I.S.A.	Khosla, Keycee, GNE, Modern, Kalki
18.	Three Pin Socket: 5A to 15A	Khosla, Keycee, Standard, Ellora
19.	Ceiling Rose	Khosla, Keycee, Ellora, Oshan, Modern
20.	Ring Main Unit, HT, Switch and Fuse Unit	MEI, South Andrew Yule or Department approved
21.	Trivector Meter	Department approved

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अधिकासी अधिकारी
नगर पालिका परिषद लोनी
महाराष्ट्र

अधिकासी अधिकारी
नगर पालिका परिषद

पिलखुवा (गा. बा. ६)

307

अधिकासी अधिकारी
प्रथम मण्डल, चे. ००० नगर निगम
मेरठ।

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
22.	Current Transformer	AE, Gilbert & Maxwell, IMP, Siemens, SEGC (C.S.), VM Electric or Department approved,
23.	PVC Conduits, PVC Pipes, HDPE Pipes	Garware, Finolex, Shakti, Circlearc, Popular, Prince
24.	GOD Switches and Dropout Fuse Outfit	Kiran, Pactil, Atas or Department approved
25.	Chain Pulley Block	Elephants, Herculas, WMI
26.	ELCB	MDS, Standard, GE, Telemechanique, Havells, Siemens, GE, Schneider
27.	Fuse Switches, SW Fuse	L&T, Siemens, Crompton, Telemechanique, Havells, KEW, Schneider
28.	Switches, Sockets	Kalki, CPL, Anchor, Precision, MK, HME, EEW
29.	Cable Glands	HME, EEW, Conzerv & Department approved,
30.	GI Pipes, Poles	Zenith, Tata, Bharat, Jindal, Suryaprakash
31.	Pole Paint	Jenson & Nicholson, Asian (S+M), Nerolac
32.	Analyzers	Forbes Marshall, Endress & Hauser, Yokogawa, Hach USA
33.	Level Switch, Level Indicator	Levcon, Revathi, Fitzer. S.B. Electro-Mechanical. Endress & Hauser, P&F, Fisher Rosemount, Forbes Marshall
34.	Flow Meter – Magnetic, Ultrasonic	Endress & Hauser, Fisher Rosemount, Forbes Marshall
	INSTRUMENTATION	Superintending Engineer 8th Circle U.P. Jal Nigam Moradabad
1.	Variable Frequency Drive (VFDs)	ABB, Nord, Mitsubishi
2.	PLC	Allen Bradley, Mitsubishi, GE, Siemens, Messung, Honeywell, Schneider
3.	SCADA	Allen Bradley, Ellipse, Wonderware
4.	Pressure Gauges	H.Guru, Gluck
5.	Level Switches, Level Transmitters	Levcon, Revathi, Fitzer. S.B. Electro-Mechanical, Endress & Hauser, P&F, Fisher Rosemount, Forbes Marshall
6.	Online Parameter Systems	Endress & Hauser, Hach, S kan
7.	TOC, Turbidity, DO, MLSS & other Analysers	Hach, ABB, Fisher Rosemount, Forbes Marshall, Endress & Hauser, S Kan / Royce
8.	Ultrasonic Level Transmitter/ Level switch / Pressure transmitters / Flow Meters	Hach / Krone / Forbes Marshall / Siemens / ABB / H Guru / Danfoss / YBL Yokogawa
9.	Control System / Instrumentation, DCS / PLC & SCADA System	Siemens / Schneider / Honeywell / ABB / GE Fanuc
10.	Communication cum SCADA Server, WEB server, ISR server /	DELL / HP / IBM / General Manager 243 Const. Unit U.P. Jal Nigam SAHARANPUR

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Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिशायी अधिकारी

नगर पालिका परिषद

पिलखुवा (गा. बाद)

308

महानगरपालिका (नगर)
नगर पालिका परिषदअधिशायी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
	Workstation Console Dual Monitor / Remote Access terminal (Laptop)	
11.	LAN Switch	MoxA/ Garrettcom
12.	Color Laser Printer	Hewlett Packard or Equivalent
13.	UPS	American Power Conversion / Hi-Rel / or Equivalent
14.	Router	Hewlett Packard / JUNIPER / MOXA
15.	IP Camera	HIKVISION / PANASONIC / AXIS / SONY
16.	Video Projection System	Delta / BARCO
17.	12C single Mode Fibre cable	Sterlite / AKSH / Finloex
18.	Optic Fibre Cables	Dlink / Cords / RR Cable
	MECHANICAL	
1.	Mechanical Screens – Coarse & Fine	Voltas, Emco, Jash- Eng. Ltd. / Headworks / Huber / Johnson Screen Ind. Ltd.
2.	Detritus Mechanism	Dorr Oliver, Voltas, Emco, KCP, Batliboi, Shivpad
3.	Grit Separator	Smith & Lovelace / Huber / Napeir Reid
4.	Primary & Secondary Clarifiers / THICKENER	HDO / Voltas / Triveni / EIMCO / GEOMINER
5.	Bio Gas Engine	MWM / Jenbacher / Guascor / Caterpillar / Wankesha
6.	Membrane Gas Holder	Sattler / Eco membrane / GGE / Ovivo
7.	Bio Gas Scrubber	Innovative Environmental Technology / Green Power Ltd
8.	Agitator Mixers	REMI / Johnson / Fibre&Fibre / Voltas
9.	Geared Motors	Bonfigli / SEW / REMI
10.	Flame Arrestor Moisture Trap PVRV/ Flare System	Combustion Research Associates Superintending Engineer 8th Circle U.P. Jal Nigam Moradabad
11.	Pumps: Horizontal Centrifugal	Kirloskar, Kishor, Johnson, KSB, Grundfos, Worthington, Wilo / GRUNDFOS / WPIL
12.	Pumps: Submersible	Kishor, Kirloskar, KSB, Grundfos, Aqua, Flowserve, ABS
13.	Pumps: Vertical Turbine	KBL / WPIL / MATHER & PLATT
14.	Pumps: Screw (Positive Displace / Progressive Cavity Type)	Roto, Ramo, Flosys, Alfa Helical, Tushaco अधिकांश अधिकारी नगर पालिका परिषद, मुजफ्फरनगर
15.	Screw Pumps	Nettsch/ Seepex / Tushaco/ Spans Babcock / Hitachi / ABS अधिकांश अधिकारी नगर पालिका परिषद, मुजफ्फरनगर
16.	Pumps: Chemical Dosing (Positive Displacement Type)	Milton Roy, Swelore, Shapotools, Roto अधिकांश अधिकारी नगर पालिका परिषद, मुजफ्फरनगर
17.	Centrifugal Air Blower	Turbomax, DaeHaEngg., Korea Fluid Machinery/Atlas Copco/ACME General Manager Const. Unit U.P. Jal Nigam SAHARANPUR

Sr.No	MATERIAL/WORK	SUPPLIER, MANUFACTURER, VENDOR, AGENCY
18.	Gate Valves/ Sluice Valves / Knife Edge gate Valves / Butterfly Valves / Zero Velocity Valve / Air Valve / Gas Valves /PRV /NRV	Kirloskar Brothers Limited / Indian Valve Company / VAG / Audco / AVK / Fouress / R&D multiple
19.	DI Pipes	J indal Saw Ltd. / Electro Steel Casting / Tata Metaliks Kubota Pipes Ltd / Balaji / Electrotherm
20.	HDPE Pipes	RIL / Durahine / Penwalt/Jain Irrigations Pipes
21.	C.S. Pipes	Jindal / Zenith / Tata
22.	Crane- HOT/EOT and Pulley block	Reva Engineering / Avon Cranes / W.H. Brady & Co. Ltd. / Marris
23.	Chain Pulley Block	Reva Engineering / Hercules Hoists Ltd. / W.H. Brady & Co. Ltd.
24.	Centrifugal Turbo Air Blower	Siemens / ABS / Aerzen / Howden
25.	Gas Compressors and Blowers	Kirloskar Pneumatic Co. / Ingersoll Rand / Chicago Penumatic (I) Ltd. / Elgi
26.	Gear Reducers	Essen Pro / Radicon / Shanti / Allen Beri
27.	Fine Bubble Membrane Diffusers	SSI / OTT / REHAU / EDI
28.	Chlorinators	Metito, Chloro Control, Industrial Devices, Pennwalt
29.	Submersible Mixers	ABS, Grundfos ,Wilo , Flygt
30.	Submersible Pumps	KSB Pumps/ ABS / Wilo / Kishore / Flow More / Aquamachine
31.	Chain Pulley Block, Electrical Hoist, JIB Crane	Elephant, Hercules, WMI, Indef, WhBardy
32.	Disc Filter	Yucheaon, Siemens, Huber
33.	UV system	Geofluid Calgon, Alfa UV, Trojan
34.	MBBR Media	Kaldness, Benenv, Captor, Lipnor, Pegasus,
35.	UF/RO Membranes	DOW, Hydronautics, GE, KOCH, Toray, INGE, Pentair

कर्मचारी अधिकारी
कर्मचारी अधिकारी

अधिरक्षक
नगर पालिका
रामपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रभु (जल)
नगर प्रभु महारणपुर

अधिसूचि अधिकारी
बनारसालिका परिषद, मुजफ्फरनगर
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अधिकासी अधिकारी
नगर पालिका परिषद् लोनी
गाजियाबाद

1944-45 (1944)

अधिशासो अविनाश

नगर पालिका वीरगढ़ जयपुर

पिलखुवा (गा० बाद)

BID PRICE

अधिसारी अधिकारी
नगर पालिका परिषद

अधिसारी अधिकारी
नगर पालिका परिषद, विजयनगर

अधिसारी अधिकारी
नगर पालिका परिषद
रामपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिसारी अधिकारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिसारी अधिकारी

नगर पालिका परिषद, मुख्यकरदार

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अधिसारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बांद)

311

महाप्रबन्धक (जल)

नगर निगम सहारनपुर

प्रथम मण्डल, मेरठ

Item Rate BoQ

Inviting Authority: UTTAR PRADESH STATE RIVER CONSERVATION AGENCY, 2-LAL BAHADUR SHASTRI MARG, LUCKNOW

Work: Operation, Maintenance and Management of the Sewage Treatment System and Sewer Network in the State of Uttar Pradesh, Zoro-Ghazibad

Contract No: NIT No. - 09/SR/RC/2017-18 (OM&M) / Contract Package-3 (Ghazibad)

Name of the Bidder/ Bidding Co. / Company

VA TECH WABAG LTD

PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, also the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	NUMBER #	TEXT #	Item Description	NUMBER #	Quantity	TEXT #	Unit	NUMBER #	BASIC RATE in Figures To be entered by the Bidder Rs. P	NUMBER #	TOTAL AMOUNT in Rs. P	TEXT #	TOTAL AMOUNT in Words
1			General Manager										
2			Const. Unit U.P. Jal Nigam										
3			SAHARANPUR										
4			अधिकासी अधिकारी										
5			अधिकासी अधिकारी										
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INR One Hundred Four Crore Ninety Two Lakh Eighty One Thousand Nine Hundred & Fifty Only

महाप्रबन्धक (जिल)
नगर निगम सहारनपुर

अधिकासी अधिकारी
नगर पालिका परिषद, मुअफरनगर

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अधिकासी अधिकारी
नगर पालिका परिषद
पिलखुवा (गाँव बाद)

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अधिकासी अधिकारी
नगर पालिका परिषद लोनी
गानियाबाद

अधिकासी अधिकारी

प्रथम मण्डल, ...
मेरठ



Website: eProcure.org
Last Update: 15-Aug-2018 07:18 PM

Server Time: 15-Aug-2018 13:46:33
By: [Admin](#)

eProcurement System Government of Uttar Pradesh

BID OPENING

- Master Management
 - City - Master Mngt
- User Management
 - My Organization Hierarchy
 - My Accounts
- Tender Management
 - Create Tender / Tender List
 - Publish Tender
 - Published Tenders
 - See - Clarifications
 - Pre-Bid Meeting
 - Downloaded Tenders
 - See Submitted Tenders
 - Tender Status
 - Archived Tenders
 - Archived Clarification
- Correspondence
 - Create Correspondence
 - Publish Correspondence
 - Submitted Correspondence
- Bid Opening
 - Tenders to be Opened
- Bid Evaluation
 - Technical Evaluation
 - Financial Evaluation
 - Revised Tenders
 - EOC/Encumbrance
- Auction Management
 - Tender with Auction
 - Auction Auction
 - Auction Auction
 - Create Auction Correspondence
 - Publish Auction Correspondence
 - Revised Auction Correspondence
 - Freeze Auction
 - New Live Auction
 - View Auction History
- Bid Management
 - Bid History

Bid Opening - Bid List

Bid opening of cover 'Finance (2018_UPSGR_177925_pack2)'

Tender Reference Number: 09_SGRCA_2017-18_OA_M_Package 6

Tender ID: 0018_UPSGR_177925_1

Tender Title: Packages

Total No. of Bids to be Opened: 3

Pending Bids List

S.No.	Bid No.	Bidder	Submitted Date	Bid Opening	Quick Bid Opening
1.	779251	U.P. Jal Nigam Ltd.	15-Aug-2018 12:38 PM	Yes	Yes
2.	779252	SURESHDA PROPERTIES	15-Aug-2018 12:38 PM	Yes	Yes
3.	779253	U.P. Jal Nigam Ltd.	15-Aug-2018 12:38 PM	Yes	Yes

अधिसूची अधिकारी
नगर पालिका परिषद
अनुपमहर

अधिसूची अधिकारी
नगर पालिका परिषद, बिलखी

अधिसूची अधिकारी
नगर पालिका परिषद
साहारनपुर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

महाप्रबन्धक (जल)
नगर निगम साहारनपुर

अधिसूची अधिकारी
नगर पालिका परिषद, पुष्पकेश्वर

अधिसूची अधिकारी
नगर पालिका परिषद लोनी
गजियाबाद

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अधिसूची अधिकारी
नगर पालिका परिषद
पिलखुवा (गा. बाद)

अधीक्षक
प्रथम मण्डल, र.
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अधिकांश
समय पर
समय पर

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

આધિકારી
નગર પાલિકા

महाप्रज्वालक (जल)
नगर : बरनपुर

अधिका. अधिका. सी.
प्रशासिका परिषद, मुजफ्फरनगर

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अधिकासी ~~वर्ग~~
नगर पालिका परिसर
पिलखुवा (गा० बांद)

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अधीनस्थ
प्रधान मन्त्री, ...
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INTERPRETATION AND ABBREVIATION

अधिसार
नगर पालिका परिषद
अनुपशहर

अधिसार
नगर पालिका परिषद
अनुपशहर

अधिसार
नगर पालिका परिषद
रामपुर

General Manager
Const. Unit U.P. Jal Nigam
SAHARANPUR

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिसार
नगर पालिका परिषद, मुजफ्फरनगर

अधिसार
नगर पालिका परिषद लोनी
गाजियाबाद

250

अधिसार
नगर पालिका परिषद
पिलखुवा (गा. बा. ब.)

अधिसार
नगर पालिका परिषद
मेरठ

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

INTERPRETATION AND ABBREVIATION

Affected Party	means the Party affected by a Force Majeure Event.
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the Government of India, any State Government (including the GoUP), any Government authority or any local government having jurisdiction over the Parties, the Site or the Project, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. For the avoidance of doubt, and without in any way limiting the generality of the foregoing, Applicable Laws shall include the EPA, the EPA Rules, Ganga 2016 Order, and the UPWSS Act
Applicable Permits	means any permissions, clearances, concessions, authorizations, consents, licenses, permits, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project, and for generally performing the obligations contemplated by this Agreement in accordance with the Applicable Laws.
Arbitration Act	means the Arbitration and Conciliation Act, 1996, as amended from time to time.
Associate	means, in relation to the Contractor, the Selected Bidder or a Member of the Selected Bidder, a Person who Controls, or is Controlled by the Contractor, the Selected Bidder or Member of the Selected Bidder, as the case may be.
Associated Infrastructure	means infrastructure facilities associated with operation, maintenance and management of an STP including sewage pumping stations (including main pumping stations, intermediate pumping stations and any other pumping stations etc) and the rising mains, and Sewer Network of City/Town as described in greater details in technical specifications of each STP, which need to be upgraded and/or renovated and/or operated and maintained by the Contractor in accordance with this Agreement.
ASP	Activated sludge process.
All Other/ Miscellaneous works/services	All Other/ Miscellaneous works/services means other/ miscellaneous related works/services performed by Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer

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Const. Unit U.P. Jal Nigam
SAHARANPURअधिशारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

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	Network and Rising Mains) of City/Town during Contract Period of the Project.
Bid	means the bid consisting of the Technical Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Project.
Bid Due Date	means the last date of submission of the Bids as set out in the RFP.
Bid Process	means the single-stage bidding process, with two sub-stages, undertaken by the Employer to award the Project to the Selected Bidder on the terms and conditions set out in the RFP. The Bid Process commenced with the issuance of the RFP and ends on the date of signing the Agreement.
Bid Price	means the price calculated and quoted by Bidder, as a part of its Financial Proposal, to operate, maintain and management of the STPs, it's associated Infrastructure and sewer network of the City/Town.
Backwashing	The periodic in a filter, where flow of water is reversed to flush out the accumulated solids by agitating and fluidizing the filter media.
Back flushing	Same as backwashing (see above), but more commonly used in the context of membrane filtration systems.
BOD	Biochemical Oxygen Demand is the amount of dissolved oxygen needed by aerobic biological organisms in a body of water to break down organic material present in a given water sample at certain temperature over a specific time period.
Breach of Contract	as the meaning ascribed to it in Agreement.
Business Day	means any day other than Saturday, Sunday or any public holiday, on which the Employer and banks are open for business.
Clarifier tank	A term generally used for a mechanically raked sedimentation tank. Depending on the placement in the STP, the clarifier tank is Qualified as follows:
COD	Chemical Oxygen Demand is the amount of oxygen required to oxidize an organic compound to carbon dioxide, ammonia and water. This is an indirect measure of the amount of organic pollutants found in water.
Clause	means a Clause of this Agreement.
Change in Law	means the occurrence of any of the following events after the Bid Due Date: (a) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; (b) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government authority; (c) changes in the interpretation, application or enforcement of any Applicable Law or judgement by any court/Government authority;

महाप्रबन्धक (जल)
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SAHARANPUR
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नगर पालिका परिषद
पिलखुवा (गा० बाद)

	(d) the introduction of a requirement for the Contractor to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit; or (e) the introduction of any new Tax (including goods and services tax) or a change in the rate of an existing Tax. It is clarified that Change in Law shall not include any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Contractor.
Companies Act	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
Contractor Representative	means the Person nominated by the Contractor, from time to time, to act on its behalf and liaise with the Employer and/or any other Employer or concerned person for the purposes of this Agreement and notified as such in writing to the Employer.
Confidential Information	means any part of this Agreement, or any information contained therein or any material provided to any Party pursuant to this Agreement, all of which information shall be deemed to be confidential, except to the extent that this Agreement otherwise provides.
Chemicals	Use all required Chemicals by Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) of City/Town during Contract Period of the Project, as set out in Agreement.
Construction	Means construction or renovation or upgradation works to be carried for a location or any of its facilities and/or associated infrastructure.
Cost	means all documented expenditure reasonably incurred by the Contractor, whether on or off the Site, including overhead and ~~other~~ charges, but does not include profit.
Change in Law	means the occurrence of any of the following events after the Bid Due Date: (f) the modification, amendment, variation, alteration, or repeal of any existing Applicable Law; (g) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government authority; (h) changes in the interpretation, application or enforcement of any Applicable Law or judgement by any court/Government authority; (i) the introduction of a requirement for the Contractor to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit; or

अधिकांश अधिकारी
नगर पालिका परिषद

अधिकांश अधिकारी
नगर पालिका परिषद

अधिकांश अधिकारी
नगर पालिका परिषद, जिला

महाप्रबन्धक (जल)
नगर निगम सहायनपुर

Superintending Engineer
8th Circle

U.P. Jal Nigam Moradabad

SAHARANPUR
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अधिकांश अधिकारी
नगर पालिका परिषद

गजियाबाद

अधिकांश अधिकारी

नगर पालिका परिषद

पिलखुवा (गा० बाद)

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महाप्रबन्धक (जल)
नगर निगम सहायनपुर

अधिकांश अधिकारी
प्रथम मण्डल, उ०
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	(j) the introduction of any new Tax (including goods and services tax) or a change in the rate of an existing Tax. It is clarified that Change in Law shall not include any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Contractor.
Companies Act	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
Contractor Representative	means the Person nominated by the Contractor, from time to time, to act on its behalf and liaise with the Employer and/or any other Employer or concerned person for the purposes of this Agreement and notified as such in writing to the Employer.
Confidential Information	means any part of this Agreement, or any information contained therein or any material provided to any Party pursuant to this Agreement, all of which information shall be deemed to be confidential, except to the extent that this Agreement otherwise provides.
Design Capacity	Means, in context of Facilities, the average flow of Sewage that the STP has been designed to handle and treat in a day.
Designs and Drawings	means, collectively, Designs and Drawings.
DG Sets	means the backup diesel generators set maintained by the Contractor at the Site, to ensure continuous supply of power for the operation of the Facilities, when the supply of power from the grid is not available.
Digested Sludge	means the sludge which is obtained after the treatment and digestion of the Sewage.
Discharge Points	means the points at which the Treated Effluents from the STPs will be discharged.
Discharge Standards	means the minimum standards set out in the Technical Specifications that the Treated Effluent and Digested Sludge must comply with.
Dispute	Means difference, disagreement, Controversy and/or Conflict regarding any of the Contract Terms and Conditions, Provisions in agreement, Works/Services to be executed under Contract, arising between the Engineer notified by employer and Contractor.

अधिसारी
नगर पालिका

अधिसारी
नगर पालिका

अधिसारी
नगर पालिका

Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

महाप्रबन्धक (जिल)
नगर निगम, सहारनपुर

अधिसारी
नगर पालिका परिषद, मुजफ्फरनगर

अधिसारी
नगर पालिका परिषद लोनी
गाजियाबाद

General Manager
254 Const. Unit U.P. Jal Nigam
SAHARANPUR

अधिसारी अधिकारी
नगर पालिका परिषद
पिलखुवा (गा० बाद)

Disposal of Sludge, Management and residuals Management	Disposal of Sludge, Management and residual management (Clause 5.6, Scope of Work, Section V) means hauling, at existing sludge drying bed/at appropriate place in the premises of STPs, loading, transporting, unloading, spreading at disposal site provided by Employer as per RFP.
Engineer	means the engineering firm appointed by Employer to supervision, monitoring, operation and management of contract agreement.
Emergency	means a condition or situation that endangers, or which in the reasonable opinion of the Employer, the Project Engineer or the Contractor, may endanger the environment or lives or security of people at or around the Site or that poses an imminent threat of material damage to any property (including the Facilities) at or around the Site.
Encumbrance(s)	means mortgage, charge, pledge, lien (statutory or otherwise), assignment by way of security, hypothecation, right of set-off, trust, priority, retention of title or ownership or other security interest and any other agreement or arrangement having substantially the same effect.
EPA	means the Environment (Protection) Act, 1986, as amended from time to time.
EPA Rules	means the Environment (Protection) Rules, 1986, as amended from time to time.
Escrow Account	means the interest-bearing account opened by Contractor and Employer with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry of the Term.
Escrow Agreement	means the agreement to be executed amongst the State Mission for Clean Ganga-UP, and the Contractor, and the Escrow Bank in relation to the opening and operations of the Escrow Account, Superintending Engineer 8th Circle
Escrow Bank	means the Scheduled Bank with which Contractor opens the Escrow Account, pursuant to the Escrow Agreement. U.P. Jal Nigam Moradabad, सहायक निदेशक
ESHS	means Environment, Social, Health and Safety requirements, including any requirements, which the Contractor is required to comply with in upgrading, renovating, operating, maintaining and Managing the Facilities, as set out in Agreement. The Contractor shall submit EHS Plan as per applicable Indian laws and Standard in reference to Clause 6.8, Section VI, implementation and maintenance intervention levels. International Finance Standard-Performance Standard (IFC PS) shall not apply in ESHS documents and plan prepared & महाप्रबन्धक (जल) नगर निगम गाजियाबाद

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अधिकांश अधिकारी
अधिकांश अधिकारी पालिका परिषद लोनी
नगर पालिका परिषद गाजियाबाद
पलखुवा (गा० बाद)
प्रथम मण्डल, ८
मेरठ।

	submitted by Contractor & IFC PS in not Binding for the Contractor.
ESHS Documents	means collectively, the Safeguard Documents and Safety Documents prepared by the Contractor and approved by the Employer/ its representative in accordance with Agreement. The Contractor shall submit EHS Plan as per applicable Indian laws and Standard in reference to Clause 6.8, Section VI, implementation and maintenance intervention levels. International Finance Corporation- Performance Standard (IFC PS) shall not apply in ESHS documents and plan prepared & submitted by Contractor & IFC PS in not Binding for the Contractor.
ESMF	means the Environment and Social Management Framework agreed with the Employer.
Event of Default	means Employer of Default or Contractor Event of Default, as the context may require.
Extended aeration	Activated Sludge Biological system operating at low F/M ratio, resulting in lower loading rates and longer retention times in the aeration tank.
Facilities	means collectively, the STPs, its associated Infrastructure, the Online Monitoring System for STPs, the on-site testing laboratory facilities and sewer network of the City/Town, as described in RFP.
Financial Year	means each 12-month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year; and if different for a company, then the 12-month period for which such company files its statutory audited accounts in the normal course of its business.
Faecal coli form	A faecal coliform (faecal coliform) is a facultatively, anaerobic, rod-shaped, gram-negative, non-sporulating bacterium. Water and food contaminated with it may cause diseases.
F/M	The Food/Microorganisms ratio, which is to be set for STP. It can be in the range 0.05 to 0.40 (5% to 40%).
Freeboard	Distance in a closed tank from the sewage level to the top of the tank.
FAB	Fluidized aerobic Bed -reactor
Force Majeure Event	means a Non-Political Force Majeure Event, an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, as the case may be.
Fuel Price	means the prevailing price of diesel at Indian Oil Corporation Limited or Hindustan Petroleum Corporation Limited's retail outlets in the City/Town, as determined on the 15 th day of a month.
Financial Capacity	means the financial capacity and strength of the Selected Bidder, determined in accordance with the RFP.
Financial	means the financial proposal of the Selected Bidder in accordance

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अभिभासी अधिकारी

नगर पालिका परिषद

पलखुवा (गा० बाद)

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अभिभासी अधिकारी

नगर पालिका परिषद

गाजियाबाद

अभिभासी अधिकारी

प्रधान मन्त्री

नगर

Proposal	with the RFP for undertaking the Project.
Good Industry Practices	means the exercise of such degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced developer engaged in construction, renovation, upgradation, operation, maintenance and management of the STPs, it's associated Infrastructure and sewer network of City/Town in India.
GoI	means the Government of India.
Government authority	means the GoI, any State Government (GoUP and others), any local government or any other ministry, governmental department, commission, board, body, bureau, agency, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoUP exercises control, court, tribunal or other judicial or administrative body or official or person, having jurisdiction over the Contractor, the Site, the Project and the performance of obligations and exercise of the rights of the Parties in accordance with the this Agreement.
Handover Date	Means the date by when STPs, it's associated Infrastructure and sewer network of City/Town are to be handed over to the Contractor for the purpose of operations, maintenance and management.
Handover Conditions	means the conditions to be satisfied by the Employer prior to handover of the Existing Facilities/STPs, it's associated Infrastructure and sewer network of City/Town and to the grant of access to the Site to the Contractor, as set out in Agreement.
Hand-back Requirements	means the obligations of the Contractor in relation to transfer of the Facilities/STPs, it's associated Infrastructure and sewer network of City/Town upon termination of the Project, as set out in Agreement.
Hand-back Conditions	mean the condition in which the Site, STPs, it's associated Infrastructure and sewer network of City/Town, shall be handed back to the Employer or any entity nominated by the Employer on expiry or early termination of this Agreement, which is consistent with the due performance of the Contractor's obligations under this Agreement and are described in greater detail in the Technical Specifications.
HRBF	High rate bio filter
Inlet Point	means the point mutually agreed to between the Employer and the Contractor at the STPs where: (a) the Sewage sample shall be drawn to test compliance with the Influent Standards; and (b) meters shall be installed for the purpose

नगर निगम सहारनपुर

Const. Unit U.P. Jal Nigam
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अधिशासी अधिकारी
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[पलखुवा (गा० बाद)]

	of determining the volume and concentration of the Sewage delivered at the STP.
Insurances	Insurance means all required Insurance to be taken/borne by Contractor during Contract Period of the Project, as set out in Agreement.
KPIs	Key Performance Indicator as defined in RFP.
Liquidated Damages	means the Delay Liquidated Damages, Availability Liquidated Damages, Performance Liquidated Damages.
Legal Services	means all required legal Services/aspects/ compliance of laws to be hired/borne/ fulfilled by Contractor for performance of Project during Contract Period.
Labor (including labor costs such as EPF and other benefits)	Means Employees/ Key Professional/Sub-Professional/manpower engaged by Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) of City/Town during Contract Period of the Project, as set out in Agreement.
Laboratory Costs (including establishment of all equipment, operation and testing)	Laboratory Costs means expenses incurred by Contractor for establishment , maintenance and Operation of Laboratory (Which including establishment of all equipment/I&P, cartridge/ consumable/laboratory chemicals, collection of samples, testing, preparation of reports and operation, maintenance of Laboratory etc). अधिसारी अधिकारी नगर पालिका परिषद मुरादाबाद
Maintenance Programme	means, for each year of the OM&M Period, the Contractor shall be responsible for making preventive and corrective maintenance of the STPs, it's associated Infrastructure and sewer network of City/Town, as prepared by the Contractor and approved by the Employer/ it's representative in accordance with Agreement. U.P. Jal Nigam Moradabad अधिसारी अधिकारी नगर पालिका परिषद मुरादाबाद
MLSS	The contents/mixture in the aeration tank is called Mixed Liquor. The suspended solids in this Mixed Liquor are called MLSS (which is taken to be the microbes.)
MoWRRD&RD	means the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India.
MBBR	Moving Bed Bio-film Reactor
MBR	Membrane bioreactor
Major Replacement Fund	During the period of performance of Contract agreement, Contractor has to undertake the work of Major Replacement for the System (STPs) and for Collection System (Main Pumping Stations, Sewage Pumping Stations, General Manager अधिसारी अधिकारी नगर पालिका परिषद मुरादाबाद

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मेरठ।

	Intermediate Pumping Stations, Sewer Network and Rising Mains) repair/ replacement/New work as proposed by Contractor and approved by Employer.
Maintenance, Repair and Improvement of STPs (including MPS, SPS, IPS, Pump Station equipment, Rising Mains and other facilities)	Maintenance, Repair and Improvement of STPs (including MPS, SPS, IPS, Pump Station equipment, Rising Mains and other facilities) means all Civil, Electrical, Mechanical and Communication works performed by Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) of City/Town during Contract Period of the Project, as set out in Agreement.
Maintenance, Repair and Improvement of Sewer Network / Collection System (including pipelines, manhole, Sewer Network and other structures)	Maintenance, Repair and Improvement of Sewer Network / Collection System (including pipelines, manhole, Sewer Network and other structures) means all Civil, Electrical and Mechanical works performed by Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) of City/Town during Contract Period of the Project, as set out in Agreement. अधिन्यासी अधिकारी नगर पालिका परिषद साहयपुर
Net Worth	means the net worth of a company, which shall be determined as follows: (a) subscribed and paid up equity share capital; and (b) reserves LESS (c) revaluation reserves (d) miscellaneous expenditure written off; (e) reserves not available for distribution to equity shareholders; and (f) aggregate value of accumulated losses. अधिन्यासी अधिकारी Superintending Engineer 8th Circle U.P. Jal Nigam Moradabad नगर पालिका परिषद
Notice of Intent to Terminate	means a notice of intent to terminate issued by the Employer in case of a Contractor Event of Default (in accordance with Agreement) or a notice of intent to terminate issued by the Contractor in case of Employer Event of Default (in accordance with Agreement, stating its intention to terminate this Agreement). अधिन्यासी अधिकारी नगर पालिका परिषद, साहयपुर
OM&M/O&M महाप्रबन्धक (जलीय)	means operation, maintenance and management of STPs, it's associated Infrastructure ((Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Rising Mains) and Sewer Network of City/Town. अधिन्यासी अधिकारी नगर पालिका परिषद, साहयपुर
Online नगर निगम साहयपुर	means the monitoring system(s) to be set up by the Contractor on Employer General Manager अधिन्यासी अधिकारी नगर पालिका परिषद, साहयपुर

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अधिन्यासी अधिकारी

नगर पालिका परिषद

प्रलखुवा (गा० बाद)

अधीनस्थ अधिकारी -
प्रथम मण्डल, उ०३०० प.स. निगम
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Monitoring System	for continuous monitoring of the volume, specifications and characteristics of the Sewage and the Treated Effluent.
O&G	Oil and grease
OM&M Charges	means the amount required by the Contractor per month to operate, maintain and manage the STPs, it's associated Infrastructure and sewer network of City/Town, excluding the Power Charges, during the OM&M Period. The OM&M Charges for each month after the date of Commencement will be determined on the basis of the OM&M Charges quoted by the Selected Bidder (in the Financial Proposal).
OM&M Period	For means the period start from the date of commencement and ending on the Expiry Date, during which the Contractor is required to operate, maintain and manage STPs, it's associated Infrastructure and sewer network of City/Town.
OD	Oxidation Ditch/extended aeration
Operating Expenses (supplies, materials, diesel etc.)	Operating Expenses means expenditure, efforts and indirect/direct expenses made by the Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains) of City/Town during Contract Period of the Project, as set out in Agreement.
Power Charges	means the cost of the power consumed by the Contractor to operate, maintain and manage Facilities during the OM&M Period, which will be calculated on the basis of the prevailing Power Unit Rate, the Fuel Price, to the extent applicable and such other applicable charges as per the guidelines of the relevant Government Authorities.
Payment Certificates	means a bill for payment of the OM&M Charges during the OM&M Period, submitted by the Contractor to the Employer on monthly basis in accordance with Agreement.
Project Engineer	Person appointed by Engineer as Technical Key Professional to supervision, monitoring, operation and management of contract agreement.
Primary Clarifier	Clarifier used ahead of the Aeration tank
Performance Security	means a performance security that must be submitted by the Selected Bidder to the employer before signing the agreement to secure the obligations of the Contractor/Bidder in relation to the <i>Clause 28.3, ITB of the RFP document</i> .
PH	A Measurement that indicates the acidity or alkalinity of any solution. Acidic solutions have a PH<7; and alkaline solutions have a PH>7) solutions with PH=7 are neutral.
Professional Services	means all required Professional Services to be hired/borne/ fulfilled by Contractor for performance of Project during Contract Period, as set out in Agreement.

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गाजियाबाद

अधिशारी अधिकारी

नगर पालिका परिषद

पिलखुवा (गा० बाद)

अधीक्षण अधिकारी

मेरठ।

Residual Grit	means the grit which is obtained as residual matter after the treatment of the Sewage at the STPs.
Rupee or Rs. or INR	means Indian Rupees, the lawful currency of India.
RFP	Means Request for Proposal
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
Scheduled Maintenance	means a planned maintenance of STPs, it's associated Infrastructure and sewer network of City/Town that: (a) has been scheduled and allowed by the Employer in accordance with the Scheduled Maintenance Programme; and (b) is for inspection, testing, preventive and corrective maintenance, repairs, replacement or improvement of such Facility, as the case may be.
Scheduled Maintenance Programme	means, for each year of the OM&M Period, the schedule for undertaking preventive and corrective maintenance of the Facilities, as prepared by the Contractor and approved by the Employer/it's representative in accordance with Agreement.
Scope of Work	means the scope of work for OM&M of STPs, it's associated Infrastructure and sewer network of City/Town as set out in Agreement.
Screenings	means solids such as fibres, plastic and other products or things, which need to be removed from the Sewage, prior to the treatment of Sewage at the STPs.
Selected Bidder	means the Bidder selected by the Employer for award of the Project.
Sewage	means the sewage that is in liquid, solid or semi-solid form and brought for treatment to the STPs through it's associated Infrastructure and sewer network of City/Town.
Site	means the STPs, it's associated Infrastructure and sewer network of City/Town, as the context may require.
SBR	Sequential Batch Reactor
Settling tank	A term generally used for an un-mechanized, hopper-bottom sedimentation tank
Secondary Clarifier	Clarifier used following the Aeration tank.
STP System	means the Sewage Treatment Plant(s) to be operated, maintained and managed at the Site as part of the Project along with it's associated

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गान्धियाबाद

अधिकासी अधिकारी

नगर पालिका परिषद

पिलखुवा (गा. बाद)

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प्रथम मण्डल, स. ०००० न. ००००
मेरठ।

	infrastructures (MPS, SPS, IPS etc) .
STP Outlet Point	means the outlet of the STP where the sample of the Treated Effluent shall be drawn periodically to test compliance with the relevant Discharge Standards.
STP By-Products	means the by-products of the treatment process after the Sewage has passed through the Facilities comprising the Digested Sludge, the Residual Grit and the Screenings.
Single Day Default	Single day default (Clause 53 Termination) means if default is solely attributed to Contractor's performance due to willful misconduct, and which is beyond his Control and any accidental emergencies or without prior approval of employer.
Sewer Network pipeline breakages	If, Sewer Network pipeline breakages are not repaired within 24 hours (for sewers up to 600 mm dia.) of their being reported due to technical or any other ground acceptable to employer, Liquidated damages/penalty shall not be imposed. (reference: Contract Data)
Service Fee Fixed Component, Service Fee Variable Component, and Pass through Costs	means bid price quoted by the Contractor for operation, maintenance and management of Facilities/STPs, it's associated Infrastructure (Main Pumping Stations, Sewage Pumping Stations, Intermediate Pumping Stations, Sewer Network and Rising Mains). of City/Town during Contract Period of the Project, as set out in Agreement. अधिसारी अधिकारी नगर/पालिका परिषद मन्मथपुर
Taxes	means all taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) Goods and Services Tax, income tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, Excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Concessionaire or the Subcontractors and the term Tax shall be construed accordingly. अधिसारी अधिकारी नगर/पालिका परिषद मन्मथपुर
Technical Capacity	means the technical capacity and experience of the Selected Bidder determined in accordance with the RFP. 8th Circle U.P. Jal Nigam Moradabad
Technical Specifications	means the technical specifications for design, construction, operation, upgradation, operation, maintenance and management of the Facilities, as set out in RFP. अधिसारी अधिकारी नगर/पालिका परिषद, मन्मथपुर
Termination Compensation	means the compensation payable by Employer upon termination of this Agreement, in accordance with Agreement. अधिसारी अधिकारी नगर/पालिका परिषद, लोनी
Total Casualty	means any fire or other casualty that results in physical damage to any of the Facilities, to the extent that the total cost of repairing, replacing or restoring अधिसारी अधिकारी नगर/पालिका परिषद, लोनी

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पिलखुवा (गा. बा. १०)

	the damaged portion of any of the Facilities, as the case may be (as determined by the Project Engineer) to the same condition as existed previously would be more than 25% or more of the then total replacement cost of the affected Facility.
Treated Effluent	means water which is obtained after the treatment of the Sewage at the STPs.
Treatment efficiency	Percentage removal of any pollutant parameter in the STP.
TSS	Total Suspended Solids
Tertiary Clarifier	Clarifier used following the Secondary clarifier tank
TF	Trickling Filters
ULB	Urban Local Body
UDD, GoUP	Department of Urban development, Government of Uttar Pradesh
UASB	Up flow anaerobic sludge blanket
Utility	Use full features, or something useful for sewerage system such as any equipment, diesel, lubricants, cables, wire, poles, ducting for power system and communication facilities etc.
Variation	means any alteration in the scope of work, technical specifications or the designs and drawings, as instructed by the Employer, or proposed by the Contractor, in accordance with Agreement.
Variation Order	means an order issued by the Employer certifying its approval of a proposed variation and recording the terms and condition on which the proposed variation is required to be implemented. Variation or Change of Scope for OM&M of STPs, its associated infrastructure (MPS, Inflow & Effluent Pumping Station and Sewer Network of the Town/City in respect of Scope of work provided in RFP/ Bid Document shall be worked out, approved and paid by Employer. In event of increase in length (quantity in respect of RFP/ Bid Document) of Sewer network to be operated, maintained and managed, or further new network is added during the contract period, Cost of OM&M of additional Sewer network shall be approved and paid on Pro-Rata basis on the Price Bid quoted by the Bidder.
Waste Disposal Site	means, for each STP, the site identified and developed by the Employer for disposal of the STP By-Products and other waste material (including silt) from the relevant STP. Contractor will load, transport, unload & spread STP By-Products and other waste material (including silt) at present disposal site (within Municipal limit or beyond Municipal Limit). In Future, if new disposal site is identified and developed by the Employer and this new disposal site is beyond Municipal Limit plus 10 kms distance, extra transportation cost shall be reimbursed by the employer (if new disposal site is within Municipal Limit plus 10 kms distance, no transportation cost shall be reimbursed).

महानगरपालिका (जल)
नगर निगम सहारनपुर

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गाजियाबाद

अधिकासी अधिकारी
नगर पालिका परिषद
पि-खुवा (गा० बाद)

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अधीक्षक
नगर निगम सहारनपुर
प्रथम मण्डल, उ००० जल वि
मेरु।

	be reimbursed by the employer).
Website	means the web portal of the State Mission for Clean Ganga-UP available at the url: www.smcg-up.org and UP Jal Nigam, and Nagar Nigam/ULB Website.
Willful Misconduct	means an intentional or reckless breach or disregard by a Party of any of its obligations under this Agreement.
WSP	Waste- water Stabilization ponds.

अधिसूचना जारी
नगर पालिका परिषद
अनूपशहर

अधिसूचना जारी
नगर पालिका परिषद, विजयवाड़ा

- sd -
Superintending Engineer
8th Circle
U.P. Jal Nigam Moradabad

अधिसूचना जारी
नगर पालिका परिषद
अनूपशहर

महाप्रबन्धक (जल)
नगर निगम सहारनपुर

अधिसूचना जारी
नगर पालिका परिषद, मुजफ्फरनगर

General Manager
Const. Unit U.P. Jal Nigam
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अधिसूचना जारी
नगर पालिका परिषद लोनी
गाजियाबाद

अधिसूचना जारी
नगर पालिका परिषद
पिलखुवा (गा. ना. ना. ना.)

अधिसूचना जारी
नगर निगम गाजियाबाद

M.A.C. From no. 33

CONTINGENT BILL

Serial number of subvoucher	Description of charge and number date of authority for all charges requiring special sanction	Amount Rs. P.
लोनी सीवरेज योजना, निर्मित एस0टी0पी0 के रख-रखाव एवं संचालन हेतु। (माह 12-2017 हेतु) T.F.	Head and item of budget ।	
	परियोजना प्रबन्धक, यमुना प्रदूषण नियंत्रण इकाई (प्रथम), उ0प्र0 जलनिगम, सै0-1 राजनगर, गाजियाबाद	
	20,00,000-00 पर 1 % आयकर	-----
	4 % वा0कर	-----
	रायल्टी	-----
	1 % सेस कर	-----
	अन्य कटौती - जमानत	-----
	रोका गया (Withheld)	-----
	ठेकेदार को कुल भुगतान	20,00,000-00 20,00,000-00
	ठेकेदार को पूर्व भुगतान	-----
स्वीकृत एवं भुगतान :---		
रु0 20,00,000-00 (बीस लाख रु0)		रु0 20,00,000-00 (बीस लाख रु0)

अधिशोषी अधिकारी
नगरपालिका परिषद, लोनी
(गाजियाबाद)

अध्यक्ष
नगरपालिका परिषद, लोनी
(गाजियाबाद)

V. No T.F.
Cheque No. 752655
Dated 19-6-2018

V. No
Cheque No.
Dated-.....-2018



कार्यालय परियोजना प्रबन्धक

यमुना प्रदूषण नियंत्रण इकाई (प्रथम), उ०प्र० जल निगम,

सै०-१ राजनगर, गाजियाबाद २०१ ००१

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पत्रांक

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/ लेखा-५

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दिनांक 18/01/18

सेवा में,

अधिशाली अधिकारी,
नगर पालिका परिषद,
लोनी, गाजियाबाद।

विषय:- लोनी सीवेरज योजना के रखरखाव एवं संचालन हेतु धन अवमुक्त कराने के सम्बन्ध में।

महोदय,

उपरोक्त विषयक अपने कार्यालय के पत्रांक मीमो/न०पा०प०/लोनी सीवेरज योजना-रखरखाव/2015-16 दिनांक 10.11.2017 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपके द्वारा इस कार्यालय को लोनी सीवेरज योजना के रखरखाव एवं संचालन हेतु रू० 20.0 लाख का चैक (चैक संख्या 752620 दिनांक 03.11.2017) द्वारा प्रेषित किया गया था। जिसे स्टेट बैंक ऑफ इण्डिया द्वारा हस्ताक्षर मैच न होने के कारण चैक को मूल रूप में वापिस कर दिया गया। (जिसकी प्रति संलग्न है)

अतः आपके द्वारा दिये गये चैक को मूल रूप में वापिस किया जा रहा है एवं आपसे विनम्र अनुरोध है कि पुनः नया चैक प्रेषित करने की कृपा करें।

भवदीय

पृ०स० एवं दिनांक यथोक्त।

प्रतिलिपि खण्डीय लेखाकार को सूचनार्थ प्रेषित।

18/01/18
परियोजना प्रबन्धक

परियोजना प्रबन्धक



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कार्यालय मुख्य अभियन्ता (गा0क्षेत्र), उ0प्र0 जल निगम, गाजियाबाद

पत्रांक 545 /

प्राक्कलन

सेवा में,

मुख्य अभियन्ता (नागर),
उ0प्र0 जल निगम,
गाजियाबाद।

दिनांक 22/02/14

विषय:- लोनी सीवरेज योजना के रखरखाव कार्य का प्राक्कलन अनुमानित लागत रु 593.29 लाख के सम्बन्ध में।

महोदय,

यमुना प्रदूषण नियन्त्रण इकाई (प्रथम), गाजियाबाद द्वारा माननीय सुप्रीम कोर्ट द्वारा दिये गये निर्देशों के अनुपालन में यू0आई0डी0एस0एस0एम0टी0 कार्यक्रम के अन्तर्गत लोनी सीवरेज योजना का निर्माण कार्य कराया गया था। उक्त योजना का निर्माण कार्य पूर्ण कराया जा चुका है एवं योजना का रखरखाव का कार्य कराया जा रहा है। यहाँ आपके संज्ञान में लाना है कि योजना का रखरखाव कार्य हेतु स्वीकृत योजना में कोई प्राविधान नहीं है। धनाभाव के कारण योजना का रखरखाव किया जाना सम्भव नहीं हो पा रहा है। विद्युत आपूर्ति न हो पाने की दशा में डी0जी0 सैट भी चलाना सम्भव नहीं हो पा रहा है। जिससे एफ्लुएन्ट की गुणवत्ता पर प्रतिकूल प्रभाव पड़ रहा है।

योजना के समुचित रखरखाव हेतु प्राक्कलन अनुमानित लागत रु 593.29 लाख तैयार किया गया है। जोकि इस पत्र के साथ संलग्न कर प्रेषित किया जा रहा है। अतः आपसे अनुरोध है कि लोनी सीवरेज योजना का समुचित रखरखाव करने हेतु उत्तर प्रदेश शासन से धन अवमुक्त कराने की कृपा करें।

भवदीय

(वाई0के0 जैन)

मुख्य अभियन्ता (गा0क्षेत्र)

पृ0सं0 एवं दिनांक: उपरोक्तानुसार।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. महाप्रबन्धक, यमुना प्रदूषण नियन्त्रण इकाई, उ0प्र0 जल निगम, गाजियाबाद।
2. परियोजना प्रबन्धक, यमुना प्रदूषण नियन्त्रण इकाई (प्रथम), उ0प्र0 जल निगम, गाजियाबाद।
3. परियोजना प्रबन्धक (यांत्रिक), यमुना प्रदूषण नियन्त्रण इकाई, उ0प्र0 जल निगम, गाजियाबाद।

मुख्य अभियन्ता (गा0क्षेत्र)

कार्यालय:--- नगरपालिका परिषद, लोनी (गाजियाबाद)

पत्रांक: 984 /न0पा0प0/नया सवेरा नगर विकास योजना-उपयोगिता प्रमाण पत्र/2014-2015 दिनांक: 04-08-2015

सेवा में,

संयुक्त सचिव,
उत्तर प्रदेश शासन,
नगर विकास अनुभाग-9
लखनऊ।

द्वारा- जिलाधिकारी
गाजियाबाद

विषय:- वित्तिय वर्ष 2014-2015 में 'नया सवेरा नगर विकास योजना' से ब्याज रहित ऋण की स्वीकृति के तापेक्ष उपयोगिता प्रमाण पत्र भेजने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक संयुक्तसचिव, उत्तर प्रदेश शासन, नगर विकास अनुभाग-9, लखनऊ के शासनादेश सं0 आर.एफ. 148/नौ-9-2014-15 आर.एफ./15 दिनांक: 17-03-2015 के द्वारा 'नया सवेरा नगर विकास योजना' के अन्तर्गत नगरपालिका परिषद, लोनी जनपद -गाजियाबाद द्वारा लोनी सीवरेज योजना, निर्मित एस0टी0पी0 के रखरखाव एवं संचालन हेतु पूर्व प्रेषित प्रस्ताव के क्रम में रु0 100.00 लाख रु0 प्रशासकीय एवं वित्तिय स्वीकृति के सापेक्ष रु0 01,00,00,000-00 की धनराशि स्वीकृत की थी।

2- स्वीकृत रु0 01,00,00,000-00 की धनराशि का उपयोगिता प्रमाण पत्र आप द्वारा प्रेषित निर्धारित प्रारूप पर तीन प्रतियों में संलग्नक है।

3- कृपया अवगत कराना है कि स्वीकृत रु0 01,00,00,000-00 की धनराशि परियोजना प्रबन्धक, यमुना प्रदूषण नियंत्रण इकाई (प्रथम), उ0प्र0 जलनिगम, सै0 1, राजनगर, गाजियाबाद को भुगतान किया गया है।

सलग्नक- उक्त।

भवदीय

(डा0 धीरेन्द्रकुमार राय)

अधिशाली अधिकारी

नगरपालिका परिषद, लोनी

गाजियाबाद

पत्रांक: एवं दिनांक: तदैव-

प्रतिलिपि- 1-संयुक्त सचिव, उत्तर प्रदेश शासन, नगर विकास अनुभाग-9, लखनऊ की सेवा में उपरोक्तानुसार अग्रिम रूप में सूचनार्थ एवं आवश्यक कार्यवाही हेतु सादर प्रेषित है।

2-परियोजना प्रबन्धक, यमुना प्रदूषण नियंत्रण इकाई (प्रथम उ0प्र0 जलनिगम, सै0 1, राजनगर, गाजियाबाद को आवश्यक कार्यवाही हेतु प्रेषित।

सलग्नक- उक्त।

(डा0 धीरेन्द्रकुमार राय)

अधिशाली अधिकारी

नगरपालिका परिषद, लोनी

गाजियाबाद