

BEFORE THE NATIONAL GREEN TRIBUNAL, WESTERN  
ZONE BENCH, PUNE

Original Application No. 62 /2020 (WZ)

Dagadkhan Asanghatit Kamgar Vikas Parishad,  
Maharashtra.

.....} Applicant

Versus

Maharashtra & Ors.

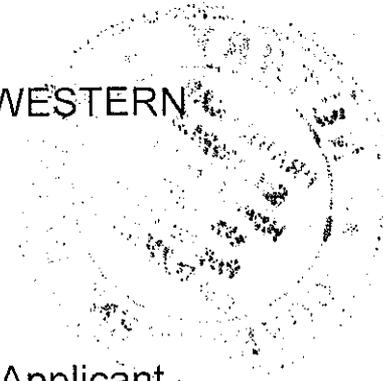
.....} Respondents

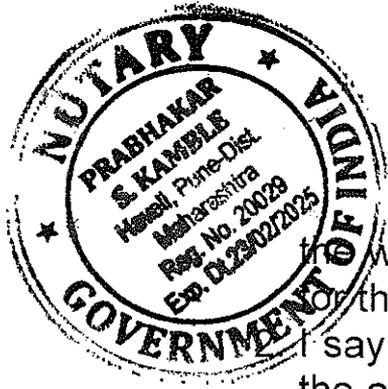
Affidavit in compliance of the Order passed by Hon'ble Tribunal  
dated 29th September, 2020.

I, Vishnu D. Palve, the Chief Engineer, Water Supply of the  
Pune Metropolitan Region Development Authority (PMRDA),  
i.e. the Respondent No. 3 having my office at PCNTDA, Akurdi  
Pradhikaran New Administrative Building, Near Akurdi Railway  
Station, Akurdi, Pune – 411 044, do hereby state and affirm this  
affidavit in compliance of the Order passed by this Hon'ble  
Tribunal dated 29th September, 2020 only with a limited  
purpose of bringing on record the role of the PMRDA with  
regard to the subject matter of the application filed before this  
Hon'ble Tribunal & steps taken by it in respect thereof. I crave  
leave to file an additional affidavit as and when necessary. I  
shall not be deemed to admit anything save whatever  
specifically stated hereunder:

I am working as the Chief Engineer with the Respondent No.3  
and looking after the water supply & solid waste management  
with effect from 02/06/2020. I have carefully gone through the  
Order passed by this Hon'ble Tribunal and would like to submit  
as under :

1. The site mentioned in respect of illegal dumping of solid  
waste is situated in the jurisdiction of the Wagholi Gram  
Panchayat. I say and submit that the day to day waste  
management comes under the purview of the Wagholi  
Grampanchayat. The PMRDA is the Planning Authority &





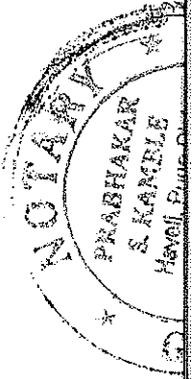
The work of preparation of development plan is in progress for the entire PMR area.

I say and submit that the PMRDA is having jurisdiction on the area of 7256.46 sq km. A map showing the jurisdiction of the PMRDA in the nearby Wagholi Grampanchayat duly earmarked is enclosed herewith & marked as an Annexure-R -1.

- It is further submitted that the Respondent No.3 had earlier issued a Tender Document for the purpose of Solid Waste Management Plan to be implemented is published on the Official website [www.mahatender.gov.in](http://www.mahatender.gov.in) vide E-Tender Notice no. 57 for year 2019-20. The copy of the Tender Document is enclosed herewith and marked as an Annexure-R-6. However government of Maharashtra through water supply and sanitation dept vide it's circular no. Swabhami 2020/pra.kra.116/papu16 dated.28/10/2020 Issued detailed Guideline regarding solid waste management and drainage arrangement Copy is enclosed herewith and marked as Annexure-7.

Scheme for solid waste management is jointly funded implemented by state & central govt thorough zilla parishad, Grampanchayat. As such i feel that PMRDA is not responsible for solid waste management. Hence above tender is cancelled.

- However, recently 23 villages are being included & merged in the Pune Municipal Corporation jurisdiction, which includes entire area of revenue village, Wagholi also. A copy of the Letter dated 23rd December, 2020 along with the Urban Development Department, Government of Maharashtra No. PMC-2020/P.K.322/Nav-22 dated 23rd December, 2020 with the Draft Notification for the comments of the PMRDA are enclosed herewith and marked as an Annexure - R-2, R-3 and R-5 respectively.
- Therefore zilla parishad, Pune through Grampanchayat has to select proper land for solid waste management



fulfilling requirement of solid waste management rules 2016.

The contents of the paragraphs 1 to 5 of this affidavit are true and correct to the best of my knowledge and belief. All Annexures thereto are true or office copies thereof available in the office of the respondent no .3.

Solemnly affirmed on this....day of January, 2021 at Pune

Identified by

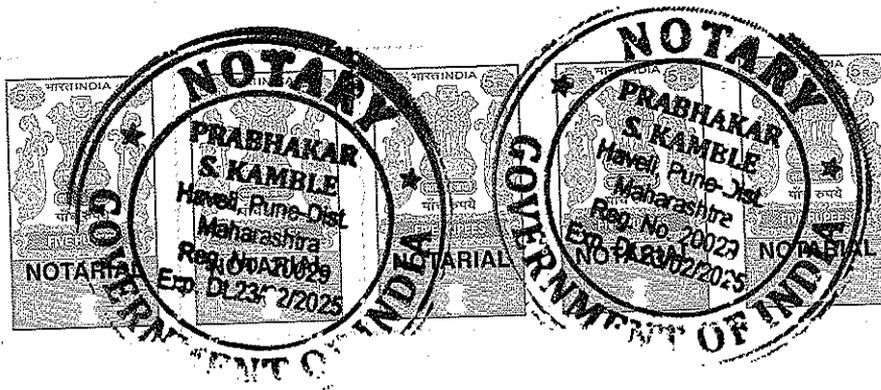
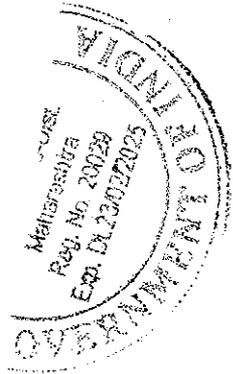
Affiant.

Advocate

Authorised Signatory



**Chief Engineer**  
Engineering Div - 3 (Water Supply)  
Pune Metropolitan Region Development  
Authority, Pune



**BEFORE ME**

  
**PRABHAKAR S. KAMBLE**  
ADVOCATE & NOTARY  
GOVERNMENT OF INDIA  
Green Fields C2/1, Pimori, Pune - 18

**NOTED & REGISTERED**

T SR. NO. 52/2021

08 JAN 2021





Annexure-R-2

महाराष्ट्र शासन  
नगर विकास विभाग

मंत्रालय (मुख्य इमारत), ४ था मजला,  
हुतात्मा राजगुरु चौक, मादाम कामा मार्ग, मुंबई-४०० ०३२

दूरध्वनी क्र ०२२-२२७९४२०७

Email ID : dilip.vanire@nic.in

क्रमांक : पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२

दिनांक : २३ डिसेंबर, २०२०

प्रति,

महानगर आयुक्त तथा मुख्य कार्यकारी अधिकारी,  
पुणे महानगर प्रदेश विकास प्राधिकरण,  
पुणे.

विषय : पुणे महानगरपालिकेच्या सीमांमध्ये फेरफार करण्याबाबत.

संदर्भ : १) आपले पत्र क्र.पीएमआरडीए/नियोजन विभाग/कावि/३००,  
दि.२३.११.२०२० चे पत्र.  
२) शासन अधिसूचना क्रमांक पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२,  
दि.२३ डिसेंबर, २०२०

महोदय,

उपरोक्त विषयावरील संदर्भ क्र.१ मधील नमूद पत्राच्या अनुषंगाने कळविण्यात येते की,  
दि.२३.१२.२०२० रोजी संदर्भ क्र.२ मध्ये नमूद केलेली अधिसूचना प्रसिद्ध केली असून, अधिसूचनेची  
प्रत सोबत पाठविण्यात येत आहे. तरी, सदर अधिसूचनेच्या अनुषंगाने आपले अभिप्राय शासनास  
पाठविण्यात यावेत, ही विनंती.

All HODs

सचिव

आपला,

(स.ज.मोघे)

उप सचिव, महाराष्ट्र शासन

1841

31/12/20

पुणे महानगर प्रदेश क्षेत्र विकास प्राधिकरण, पुणे
आवक क्र. 4375
दिनांक :- 30/12/2020
लिपिक मुख्य प्रशासन अधिकारी महानगर आयुक्त तथा

P.T.O

महाराष्ट्र शासन  
नगर विकास विभाग

शासन निर्णय क्रमांक:- पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२

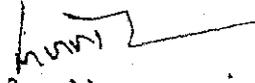
४ था मजला, मंत्रालय (मुख्य इमारत),  
हुतात्मा राजगुरु चौक, मादाम कामा रोड,  
मुंबई - ४०० ०३२.  
दिनांक :- २३ डिसेंबर, २०२०

शासन निर्णय:-

सोबत शासकीय उद्घोषणा नगर विकास विभाग क्रमांक पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२, महाराष्ट्र शासनाच्या असाधारण भाग १ अ, उप विभाग यामध्ये मराठी व इंग्रजी अशा रितीने दिनांक २३.१२.२०२० रोजी प्रसिध्द करण्यात यावी.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

आपला,



( सतीश मोघे )

शासनाचे उप सचिव

प्रति,

१. व्यवस्थापक, शासकीय मुद्रणालय, चर्नी रोड प्रेस, मुंबई ४०० ००४.  
(त्यांना विनंती करण्यात येते की, शासन निर्णयाप्रमाणे अधिसूचना शासनाच्या असाधारण राजपत्रात भाग- एक-अ, मध्य उपविभागामध्ये प्रसिद्ध करून त्याच्या प्रती खालील सर्व संबंधितांना पाठवाव्यात आणि १०० प्रती या विभागास पाठवाव्यात.)
२. महारजिस्ट्रार, भारत सरकार तथा जनगणना आयुक्त, एन.डी.सी.सी. बिल्डींग II, जसयिंग रोड, नवी दिल्ली- ११०००१.
३. आयुक्त, राज्य निवडणूक आयोग, मुंबई. (१५ प्रती)
४. आयुक्त, पुणे महानगरपालिका, पुणे (३० प्रती)
५. आयुक्त व संचालक, नगरपालिका प्रशासन संचालनालय, वरळी, मुंबई (१५ प्रती)
६. विभागीय आयुक्त, पुणे विभाग, पुणे. (१५ प्रती)
७. जिल्हाधिकारी, पुणे (१५ प्रती)
८. मुख्य कार्यकारी अधिकारी, पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे. (१५ प्रती)
९. मुख्य कार्यकारी अधिकारी, जिल्हा परिषद, पुणे
१०. माहिती व तंत्रज्ञान संचालनालय, ७ वा मजला, मंत्रालय, मुंबई (१० प्रती वेबसाईटवर प्रसिद्धीसाठी)
११. संचालक, नगररचना व मुल्यनिर्धारण, पुणे (५ प्रती)
१२. महसूल व वन विभाग, मंत्रालय, मुंबई
१३. ग्राम विकास व जलसंधारण विभाग, मंत्रालय, मुंबई

## अधिसूचना

नगर विकास विभाग,  
मंत्रालय,  
मादाम कामा रोड,  
हुतात्मा राजगुरु चौक,  
मुंबई-४०० ०३२  
दिनांक :- २३ डिसेंबर, २०२०

महाराष्ट्र  
महानगरपालिका  
अधिनियम (सन  
१९४९)

क्रमांक - पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२ - महाराष्ट्र महानगरपालिका अधिनियम, १९४९ (सन १९४९ चा ५९) यांच्या कलम ३ चे पोट कलम (३) चे खंड (अ) मधील तरतूदीनुसार महाराष्ट्र शासन याद्वारे, पुणे शहराच्या सीमांमध्ये फेरफार करण्याच्या उद्देशाने उक्त कलम ३ च्या पोट-कलम (४) नुसार आवश्यक असल्याप्रमाणे, यामुळे बाधित होण्याचा संभव असणाऱ्या व्यक्तींच्या माहितीसाठी खालील अधिसूचनेचा मसूदा प्रसिध्द करित असून, याद्वारे सूचना देण्यात येत आहे की, महाराष्ट्र शासन राजपत्रात प्रसिध्द झाल्याच्या दिनांकापासून एक महिन्याचा कालावधी संपल्यानंतर विचारात घेईल.

२. उक्त अधिसूचनेला कोणताही आक्षेप घेणाऱ्या कोणत्याही व्यक्तीने, ही उद्घोषणा महाराष्ट्र शासनाच्या राजपत्रात प्रसिध्द झाल्याच्या दिनांकापासून ३० दिवसांच्या कालावधीत विभागीय आयुक्त (महसूल), पुणे विभाग, पुणे, यांच्याकडे त्याची लेखी कारणे सादर करणे आवश्यक असेल.

३. उक्त कालावधीत मिळालेल्या अशा कोणत्याही आक्षेपावर शासनाकडून विचार करण्यात येईल.

## अधिसूचना मसूदा

क्रमांक पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२ - ज्याअर्थी, महाराष्ट्र महानगरपालिका अधिनियम, १९४९ यांच्या कलम ३ चे पोट-कलम (३) चे खंड (अ) मधील तरतूदीनुसार महाराष्ट्र शासन राजपत्र, असाधारण भाग एक-अ-मध्ये उप विभाग येथे दिनांक २३ डिसेंबर २०२० रोजी प्रसिध्द केलेल्या शासन अधिसूचना क्रमांक पीएमसी-२०२०/प्र.क्र.३२२/नवि-२२, दिनांक २३ डिसेंबर २०२०, याद्वारे पुणे शहराच्या सीमात फेरफार करण्याचा आपला इरादा जाहीर केला होता :

आणि ज्याअर्थी, उक्त उद्घोषणेच्या अनुषंगाने विभागीय आयुक्त (महसूल), पुणे विभाग, पुणे यांच्याकडे विहित कालावधीत प्राप्त सर्व हरकती व सूचनांचा शासनाने विचार केला आहे ;

ज्याअर्थी, भारताचे संविधानाच्या अनुच्छेद २४३ थ च्या खंड (२) मध्ये नमूद केलेल्या बाबी विचारात घेता पुणे शहराच्या सीमात फेरफार करणे क्रमप्राप्त आहे ;

त्याअर्थी आता, महाराष्ट्र महानगरपालिका अधिनियम, १९४९ (सन १९४९ चा ५९) यांच्या कलम ३ चे पोट-कलम (३) चे खंड (अ) अन्वये प्रदान केलेल्या अधिकाराचा व त्याबाबतीत समर्थ करणाऱ्या इतर सर्व अधिकारांचा वापर करून महाराष्ट्र शासन, पुणे महानगरपालिका यांच्याशी सल्लामसलत करून व उक्त कलम ३ चे पोट-कलम(४) नुसार आवश्यक असल्याप्रमाणे पूर्वप्रसिध्दी केल्यानंतर, यासोबत जोडलेल्या अनुसूची-एकमध्ये विनिर्दिष्ट केलेल्या क्षेत्रांचा समावेश पुणे शहरात करण्यासाठी पुणे शहराच्या सीमात फेरफार करित आहे. अनुसूची-एकमध्ये विनिर्दिष्ट क्षेत्रांचा समावेश केल्यानंतर पुणे शहरासाठी घटीत केलेल्या पुणे शहर महानगरपालिकेची सुधारित हद्द अनुसूची-दोनमध्ये विनिर्दिष्ट केल्याप्रमाणे असेल :-

### अनुसूची — एक

#### पुणे शहरात समाविष्ट करावयाच्या क्षेत्रांचा तपशील

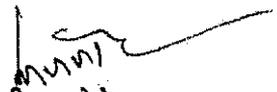
अ.क्र.	महसुली गावाचे नाव	पुणे महानगरपालिका क्षेत्रात समाविष्ट करावयाच्या गावांचे क्षेत्र
(१)	(२)	(३)
१	म्हाळुंगे	संपूर्ण गावाचे महसूल क्षेत्र
२	सूस	संपूर्ण गावाचे महसूल क्षेत्र
३	बावधन बुद्रुक	संपूर्ण गावाचे महसूल क्षेत्र
४	किरकिटवाडी	संपूर्ण गावाचे महसूल क्षेत्र
५	पिसोळी	संपूर्ण गावाचे महसूल क्षेत्र
६	कोंढवे —धावडे	संपूर्ण गावाचे महसूल क्षेत्र
७	कोपरे	संपूर्ण गावाचे महसूल क्षेत्र
८	नांदेड	संपूर्ण गावाचे महसूल क्षेत्र
९	खडकवासला	संपूर्ण गावाचे महसुली क्षेत्र.
१०	मांजरी बुद्रुक	संपूर्ण गावाचे महसुली क्षेत्र.

११	नन्हें	संपूर्ण गावाचे महसूल क्षेत्र
१२	होळकरवाडी	संपूर्ण गावाचे महसूल क्षेत्र
१३	ओताडे-हांडेवाडी	संपूर्ण गावाचे महसूल क्षेत्र
१४	वडाची वाडी	संपूर्ण गावाचे महसूल क्षेत्र
१५	शेवाळेवाडी	संपूर्ण गावाचे महसूल क्षेत्र
१६	नांदोशी	संपूर्ण गावाचे महसूल क्षेत्र
१७	सणसनगर	संपूर्ण गावाचे महसूल क्षेत्र
१८	मांगडेवाडी	संपूर्ण गावाचे महसूल क्षेत्र
१९	भिलारेवाडी	संपूर्ण गावाचे महसूल क्षेत्र
२०	गुजर निंबाळकरवाडी	संपूर्ण गावाचे महसूल क्षेत्र
२१	जांभुळवाडी	संपूर्ण गावाचे महसूल क्षेत्र
२२	कोळेवाडी	संपूर्ण गावाचे महसूल क्षेत्र
२३	वाघोली	संपूर्ण गावाचे महसूल क्षेत्र

**अनुसूची - दोन**  
**पुणे शहराची सुधारित हद्द**

१	उत्तरेस	कळस, धानोरी व लोहगाव या महसुली गावांची हद्द
२	उत्तर-पूर्व	लोहगाव, वाघोली या महसुली गावांची हद्द.
३	पूर्वेस	मांजरी बु., शेवाळेवाडी, फुरसुंगी या महसुली गावांची हद्द.
४	दक्षिण-पूर्व	उरुळी देवाची, होळकरवाडी, ओताडे हांडेवाडी या महसुली गावांची हद्द.
५	दक्षिणेस	धायरी, वडाची वाडी, येवलेवाडी, कोळेवाडी, भिलारेवाडी या महसुली गावांची हद्द.
६	दक्षिण-पश्चिमेस	नांदेड, खडकवासला, नांदोशी, कोपरे या महसुली गावांची हद्द.
७	पश्चिमेस	कोंढवे-धावडे, बावधन बु., बावधन खुर्द, म्हाळुंगे, सुस, या महसुली गावांची हद्द.
८	पश्चिम-उत्तर	वाणेरे, बालेवाडी या महसुली गावांची हद्द व पुणे महानगरपालिकेची जुनी हद्द.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

  
(सतीश मोघे)

शासनाचे उप सचिव

NOTIFICATION

Urban Development Department,  
Mantralaya,  
Madam Cama Road,  
Hutatma Rajguru Chowk,  
Mumbai - 400 032.  
Dated the 23<sup>rd</sup> December, 2020.

Maharashtra  
Municipal  
Corporations  
Act 1949.

No.PMC-2020/C.R.322/UD-22- The following draft of Notification, which the Government of Maharashtra propose to issue, in exercise of the powers conferred by clause (a) of sub-section (3) of section 3 of the Maharashtra Municipal Corporations Act (LIX of 1949) with a view to alter the limits of the City of Pune, is hereby published, as required by sub-section (4) of said section 3, for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration by the Government of Maharashtra, after expiry of a period of thirty days from the date of its publication in the Maharashtra Government Gazette.

2. Any person who entertains any objection to the said proclamation is hereby required to submit the same, in writing, with the reasons therefore, to the Divisional Commissioner (Revenue), Pune Division, Pune, within period of 30 days, from the date of publication of this proclamation in the Maharashtra Government Gazette.

3. Any such objection which may be received during the said period will be considered by the Government.

**DRAFT NOTIFICATION**

No.PMC-2020/C.R.322/UD-22- Whereas, by the Government Notification, Urban Development Department, No.PMC-2020/C.R.322/UD-22 - dated the 23<sup>rd</sup> December, 2020 published in the *Maharashtra Government Gazette*, Extraordinary, Part-1A, Central Sub-Division, dated the 23<sup>rd</sup> December, 2020 the Government of Maharashtra had announced its intention to issue a notification in exercise of the powers conferred by clause (a) of sub-section (3) of section 3 of the Maharashtra Municipal Corporation Act, (LIX of 1949), with a view to alter the limits of the city of Pune ;

And whereas, the Government has considered the objections and suggestions so received by the Divisional Commissioner (Revenue), Pune Division, Pune, pursuant to the said proclamation within the period specified therein ;

And whereas, having regard to the factors mentioned in clause (2) of article 243-Q of the Constitution of India, it is expedient to alter the limits of the City of Pune ;

Now, therefore, in exercise of the powers conferred by clause (a) sub-section (3) of section 3 of the Bombay Provincial Municipal Corporations Act, (LIX of 1949), and of all other powers enabling it in that behalf, the Government of Maharashtra after consultation with the said Municipal Corporation of the City of Pune and after previous publication as required by sub-section (4) of the said section 3, hereby, alters the limits of the City of Pune so as to include therein the areas specified in Schedule-I appended hereto. The revised boundaries of the City of Pune for which the Municipal Corporation of the City of Pune has been constituted, after inclusion of the area specified in Schedule I, shall be such as specified in Schedule II appended hereto.

### Schedule-I

The Description of area to be included in the City of Pune

Sr. No.	Name of the revenue village	Area of the villages to be included in area of the city of Pune
(1)	(2)	(3)
1.	Mhalunge	Entire area of revenue village
2.	Sus	Entire area of revenue village
3.	Bawdhan Budruk	Entire area of revenue village
4.	Kirkitwadi	Entire area of revenue village
5.	Pisoli	Entire area of revenue village
6.	Kondve - Dhawade	Entire area of revenue village
7.	Kopare	Entire area of revenue village
8.	Nanded	Entire area of revenue village
9.	Khadakwasala	Entire area of revenue Village
10.	Manjari Budruk	Entire area of revenue Village
11.	Narhe	Entire area of revenue Village
12.	Holkarwadi	Entire area of revenue Village
13.	Autade- Handewadi	Entire area of revenue village
14.	Wadachiwadi	Entire area of revenue village

15.	Shewalewadi	Entire area of revenue village
16.	Nandoshi	Entire area of revenue village
17.	Sanasnagar	Entire area of revenue village
18.	Mangdewadi	Entire area of revenue village
19.	Bhilarewadi	Entire area of revenue village
20.	Gujar Nimbalkarwadi	Entire area of revenue village
21.	Jambhulwadi	Entire area of revenue village
22.	Kolewadi	Entire area of revenue village
23.	Wagholi	Entire area of revenue village

### Schedule-II

The revised boundaries of the City of Pune.

Sr. No. (1)	Name of the revenue village (2)	Area of the villages to be included in area of the city of Pune
1.	North	Revenue Boundaries of Kalas. Dhanori. Lohagaon village.
2.	North - East	Revenue Boundaries of Lohagaon. Wagholi village
3.	East	Revenue boundaries of Manjri Budruk, Shewalewadi, Fursungi Village.
4.	South - East	Revenue Boundaries of Uruli Devachi Holkarwadi, Autade- Handewadi Village.
5.	South	Revenue Boundaries of Dhayari. Wadachiwadi. Yewalewadi, Kolewadi, Bhilarewadi village.
6.	South - west	Revenue Boundaries of Nanded, Khadakwasla, Nandoshi, Kopare village.
7.	West	Revenue Boundaries of Kondhawe-Dhawade. Bawdhan Budruk. Bawdhan Khurd. Mhalunge, Sus village.
8.	North - West	Revenue boundaries of Baner, Balewadi village & old limits of Pune Municipal Corporation.

विभाग	पत्राचा प्राधान्यक्रम
मा. आयुक्त यांचे कार्यालय	अति तात्काळ
प्रशासन	तात्काळ
अभिधीयन	नहत्याचे पत्र
अतिरिक्त	कालमर्यादी
अनधिकृत अधिकार	प्रथम प्राधान्य
अग्निशमन	अंतरविभागीय पत्र
नियोजन	सर्वसाधारण
विकास परवानगी	इतर
जमीन व मालमत्ता	
दंड व दंड	
इतर	
वर खूण ( ✓ ) केलेल्या विभागांमधून उचित कार्यवाहीसाठी ओळखित	
सही/दिनांक:	
पदनाम महानगर आयुक्त/अतिरिक्त महानगर आयुक्त पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे	

By order and in the name of the  
Governor of Maharashtra,

(S.J. Moghe)

Deputy Secretary to Government.

*Circulate to all HODs -*

*29/11*

**Pune Metropolitan Region Development Authority**

**(Engineering Division -3)**

**Tender Notice No: - 57 For FY 2019-20**

**Tender Document**

**Setting up a 50 MTPD mixed waste processing plant along with its operation and maintenance for a period of 10 years at Wagholi**

Start Date of Submission : 13/03/2020  
Last Date of Submission : 07/04/2020  
Tender Fees : Rs. 3540/-

**Tender document**  
**Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years**

**PUNE METROPOLITAN  
REGION DEVELOPMENT AUTHORITY**



पुणे महानगर

**March 2020**

**Issued by:**

**Pune Metropolitan Region Development Authority**  
**Engineering - 3**  
**3<sup>rd</sup> Floor, PCNTDA Building,**  
**Near Akurdi Railway Station, Pune - 411044**

*Signature of Tenderer*

*Executive Engineer*

**Pune Metropolitan Region Development Authority, Pune**

Name of Work: Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years

**E-Tender Notice No. 57 For FY 2019-20**

Sr. No.	Description	Page No.	
		From	To
1.0	Disclaimer	4	5
2.0	Press Tender Notice	6	6
3.0	Brief Tender Notice	7	7
4.0	Detailed Tender Notice	8	10
5.0	Invitation for Tender	11	11
6.0	General Information	12	14
7.0	Scope of work/Terms of Reference	15	21
8.0	Instruction to Bidders	22	32
9.0	Qualification Criteria	33	33
10.0	Bid Submission Formats	34	51
11.0	Standard Conditions	52	60
12.0	Drawing	61	61

Signature of Tenderer



Executive Engineer

**Pune Metropolitan Region Development Authority, Pune**

**Name of Work:** Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years

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Signature of Tenderer



Executive Engineer

## 1. DISCLAIMER

Information contained in this Bid Document or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of **Pune Metropolitan Region Development Authority (PMRDA)** or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the PMRDA to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in formulating their submission for technical and financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the PMRDA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the PMRDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **PMRDA** or its employees or advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

**PMRDA** or its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this bid.

**PMRDA** or its employees or advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any intending bidder upon the statements contained in this Bid Document.

**PMRDA** or its employees or advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the **PMRDA** or its employees or advisors is bound to identify eligibility and select a bidder or to appoint the Selected bidder, as the case may be, for the project and the **PMRDA** or its employees or advisors reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Signature of Tenderer



Executive Engineer

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the **PMRDA** or its employees or advisors or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the bidder and the **PMRDA** or its employees or advisors shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Signature of Tenderer



Executive Engineer

**PRESS TENDER NOTICE**

**Pune Metropolitan Region Development Authority, Pune  
PCNDTA, New administrative Building, "A" Wing, 3<sup>rd</sup> Floor,  
Near Akurdi Railway Station, Akurdi, Pune-411044.**

**Email : cewater3@gmail.com**

**E-Tender Notice No. 57 for FY 2019-20**

PMRDA invites proposal through e-tendering for "Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years"

The bid document can be downloaded from the website: [www.mahatenders.gov.in](http://www.mahatenders.gov.in) from 13.03.2020 at 11:00 Hrs. onwards. Last date for submission of the proposal is 07.04.2020 upto 15:00 Hrs. Any changes in tender notice and relevant information will be available on [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

**Metropolitan Commissioner & CEO  
Pune Metropolitan Region Development Authority,  
Pune**

Signature of Tenderer

Executive Engineer

2EY

7

**BRIEF TENDER NOTICE**

	<b>PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY</b> <b>ENGINEERING DIVISION</b> <b>3<sup>rd</sup> floor, New Administrative Building, Near Akurdi Railway Station, Akurdi, Pune,</b> <b>Maharashtra-411044</b> <b>Ph. No.: 020 – 25933441 / 356 / 333 or Email: <a href="mailto:cewater3@gmail.com">cewater3@gmail.com</a></b>
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**Brief Tender Notice No. 57 for F.Y. 2019-20****Tender Document for**

**Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years**

Sr. No.	Description	Details
1.	Name of work	Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years
2.	Tender Notice No	E - Tender Notice No. 57 for F.Y. 2019-20
3.	Date of issue of tender	From 13.03.2020 from 11.00 Hrs. to 07.04.2020 at 15.00 Hrs.
4.	Submission On:	From 13.03.2020 from 11.00 Hrs. to 07.04.2020 at 15.00 Hrs.
5.	Date and place of Pre-Bid meeting	27.03.2020 at 12.00 Hrs. at PMRDA, Akurdi Office, Pune.
6.	Bid Opening	08.04.2020 if possible at 15.00 Hrs. at PMRDA, Akurdi Office, Pune.
7.	Cost of Tender Document	Rs. 3540/- (Including GST) through online e-payment gateway (Non- Refundable)
8.	Earnest Money Deposit (EMD)	Rs. 5,00,000/-

Tender document is available for download on the website <http://www.mahatenders.gov.in> from 13.03.2020 at 11.00 Hrs To 07.04.2020 at 15.00 Hrs.

Tenderers shall pay cost of blank tender form and service charges through e-payment gateway available on the website. Please note that cost of blank tender form will not be accepted any other form like cash or DD or BG. Bid proposal must be valid for 120 days from the date of opening of financial bid. Authority reserve the right to accept or reject tender without assigning any reason thereof.



**Metropolitan Commissioner & Chief Executive Officer**  
Pune Metropolitan Region Development Authority (PMRDA)

A

## DETAILED TENDER NOTICE

	<b>PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY</b> <b>ENGINEERING DIVISION</b> 3 <sup>rd</sup> floor, New Administrative Building, Near Akurdi Railway Station, Akurdi, Pune, Maharashtra-411044 Ph. No.: 020 – 25933441 / 356 / 333 or Email: <a href="mailto:cewater3@gmail.com">cewater3@gmail.com</a>
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## Detail -Tender Notice No. 57 for F.Y. 2019-20

Pune Metropolitan Region Development Authority (PMRDA) is planning, development, coordinating and implementing authority to ensure balanced development with sustainable growth of Pune Metropolitan Region (PMR). The PMRDA has been decided to “**Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years**”

Sr. No.	Name of Work	Tender Cost	Earnest Money Deposit INR	Time Limit
1.	Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years	Rs. 3540/- (Including GST)	Rs. 5,00,000/-	6 Months

1.	Download Period of online Tender	13.03.2020 at 11.00Hrs.
2.	Date of Pre-bid meeting and place	27.03.2020 at 12.00 Hrs. at PMRDA, Akurdi Office, Pune.
3.	Technical & Financial Bid closing period	07.04.2020 at 15.00 Hrs. PMRDA, Pune
4.	Date, Timing & Place opening	08.04.2020 if possible at 15.00 Hrs. at PMRDA, Akurdi Office, Pune
5.	Tender Fee	Cost of Blank Tender Document of Rs. 3540/- (Including GST) (non- refundable) Shall be paid via online E-Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website. For any details regarding e-Tendering system in PMRDA, please contact service provider IT desk at 180030702232/7878007972/7878007973 or Chief Engineer in PMRDA office Email ID- <a href="mailto:cewater3@gmail.com">cewater3@gmail.com</a> .

Signature of Tenderer



Executive Engineer

Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

**Note: -**

The bids shall be accepted through e-tendering process only. The Tender Document can be downloaded from <http://www.mahatenders.gov.in>. The bidder can purchase the tender document on-line as per the key dates by making online e-payment. Tender fee of Rs. 3540/- (Including GST) towards the cost of Tender Document and the e-Tendering processing fees (as applicable) shall be paid online. Financial bid shall be STRICTLY submitted online.

**Note:**

Bidder shall upload envelope of Technical Proposal online.

- a. The scope of services is provided in the Terms of Reference (TOR). All information contained in this proposal should be treated as commercially confidential and bidders are required to limit dissemination on a need-to-know basis.
- b. It is to be noted by all the bidders that while all the information and data regarding this Tender is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the bidder to check the validity of data included in this document.
- c. The PMRDA reserves all rights to accept or reject any Proposal, without giving any reason thereof along with incurring any liability to the PMRDA.
- d. The Bid shall be rejected in case the Bidder has submitted the conditional bid and/or the specifications of the terms to be supplied are not compliant with Tender.

**Notes: -**

1. All eligible/interested Consultants who intend to participate in tendering process shall compulsorily get enrolled on e-tendering portal or further need to empanel online on sub portal in the appropriate category applicable to them, at the time of bidding.
2. The Consultant shall contact for details or any difficulties in submission of online e-Tendering system in the PMRDA, please contact service provider IT desk at on Phone Number: OR Email ID: 0120-4200462, 4001002, 180030702232, +91 7878007972, +91 7878007973, +91 8826246593. OR Email ID: support.eproc@gov.in, or cppo.support@nic.in or Chief Engineer in PMRDA office, Email ID: [cwater3@gmail.com](mailto:cwater3@gmail.com).
3. Detailed terms and conditions are displayed on the portal. Above Tender Notice is displayed on <http://www.mahatenders.gov.in>
4. Joint Venture Bidding is not allowed.

Signature of Tenderer



Executive Engineer

- 5. The Bidder should also produce original documents for verification if called for. Failure to attach necessary documents with application shall render Bidder not eligible for qualification of Tender without any intimation.
- 6. In case of damaged documents / non-open able documents of already uploaded documents are not opened after opening of on line bid then the hard copies of that documents shall be accepted subjected to such documents are possessed by the bidder before the date of uploading the bid proposal documents.
- 7. Conditional Tender document shall be summarily rejected.
- 8. Tender purchase fee shall be paid via online e-payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <http://www.mahatenders.gov.in>
- 9. The Contract Agreement is to be executed on appropriate franking of stamp duty as per providing rules. The cost of franking shall be borne by the bidder.

**Metropolitan Commissioner & Chief Executive Officer**  
Pune Metropolitan Region Development Authority (PMRDA)

Draft Tender document submitted for  
Approval

  
**V. T. Tandale**

**S.G. Mungwar**  
Executive Engineer  
Pune Metropolitan Region  
Development Authority, Pune

**Metropolitan Planner and Chief Engineer**  
(Engineering Division)  
Pune Metropolitan Region  
Development Authority, Pune

  
A. D. Rathod  
SD

Draft Tender document  
Approved

  
Shrihari Khurd  
CAFO, PMRDA,  
Pune

**Metropolitan Commissioner  
and Chief Executive Officer**  
Pune Metropolitan Region  
Development Authority, Pune

Signature of Tenderer



Executive Engineer

Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

**Note: -**

The bids shall be accepted through e-tendering process only. The Tender Document can be downloaded from <http://www.mahatenders.gov.in>. The bidder can purchase the tender document on-line as per the key dates by making online e-payment. Tender fee of Rs. 3540/- (Including GST) towards the cost of Tender Document and the e-Tendering processing fees (as applicable) shall be paid online. Financial bid shall be STRICTLY submitted online.

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**Notes: -**

1. All eligible/interested Consultants who intend to participate in tendering process shall compulsorily get enrolled on e-tendering portal or further need to empanel online on sub portal in the appropriate category applicable to them, at the time of bidding.
2. The Consultant shall contact for details or any difficulties in submission of online e-Tendering system in the PMRDA, please contact service provider IT desk at on Phone Number: OR Email ID: 0120-4200462, 4001002, 180030702232, +91 7878007972, +91 7878007973, +91 8826246593. OR Email ID: support.eproc@gov.in, or cppp.support@nic.in or Chief Engineer in PMRDA office, Email ID: [cewater3@gmail.com](mailto:cewater3@gmail.com).
3. Detailed terms and conditions are displayed on the portal. Above Tender Notice is displayed on <http://www.mahatenders.gov.in>
4. Joint Venture Bidding is not allowed.

Signature of Tenderer

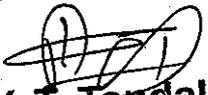


Executive Engineer

- 5. The Bidder should also produce original documents for verification if called for. Failure to attach necessary documents with application shall render Bidder not eligible for qualification of Tender without any intimation.
- 6. In case of damaged documents / non-open able documents of already uploaded documents are not opened after opening of on line bid then the hard copies of that documents shall be accepted subjected to such documents are possessed by the bidder before the date of uploading the bid proposal documents.
- 7. Conditional Tender document shall be summarily rejected.
- 8. Tender purchase fee shall be paid via online e-payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <http://www.mahatenders.gov.in>
- 9. The Contract Agreement is to be executed on appropriate franking of stamp duty as per providing rules. The cost of franking shall be borne by the bidder.

**Metropolitan Commissioner & Chief Executive Officer**  
Pune Metropolitan Region Development Authority (PMRDA)

Draft Tender document submitted for  
Approval

  
**V. T. Tandale**

**Metropolitan Planner and Chief Engineer**  
(Engineering Division)

  
**S.C. Mungwar**

**Executive Engineer**

Pune Metropolitan Region Development Authority, Pune

Draft Tender document  
Approved

  
A.D. Rathod  
SD

  
Shrihari Khurd  
CAFO, PMRDA,  
Pune

**Metropolitan Commissioner  
and Chief Executive Officer**  
Pune Metropolitan Region  
Development Authority, Pune

Signature of Tenderer



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Tender notice

**PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY**

**E-TENDER NO: 57 For FY 2019-20**

**INVITATION FOR TENDER**

On behalf of Pune Metropolitan Region Development Authority, Officer of Chief Engineer invites sealed bids for Turnkey basis from experienced contractors for the work as described below:

Sr. No.	Name of work	Earnest money in Rs.	Time limit in months	Cost of Tender Document (Rs)
1	Name of the work - Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and Its operation & maintenance for a period of 10 years	Rs. 5,00,000/-	6 months	Rs. 3540/- (Including GST)

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## 1. General Information

### 1.1 Project Background

Pune Metropolitan Region Development Authority (PMRDA) intends to create an infrastructure for processing of the mixed waste of the capacity of 50 TPD along with its operation and maintenance for 10 years at Wagholi. This project needs to be implemented through Turnkey contract and operation and maintenance tender. The evaluation and selection of the tender will be done based on selection of the lowest bidder after technical qualification.

1.1.1 An overview of the Project is as follows:

Aspects	Description
<b>PMRDA's key objective</b>	To design, construct, operate and maintain a 50 TPD mixed waste processing plant for a period of 10 years at Wagholi disposal site. Following are the major two objects of the project <ol style="list-style-type: none"> <li>1. Design, engineering, procurement and construction of the solid waste processing plant best suited to the given requirement as per the scope of work defined below within the specified time.</li> <li>2. Operation, maintenance and repair and refurbishment of equipment for the period of 10 years along with the responsibility of the disposal of the byproducts generated.</li> </ol>
<b>Project location</b>	Gut No. 1362, Wagholi Taluka Haveli. Dist. Pune
<b>Period of Contract</b>	For installation and commissioning six months from the date of receipt of Work Order For Operations - 120 months from the date of Commissioning (extendable up to 10 years based on performance)
<b>Bidding Parameter</b>	The bidding criteria shall be the sum of quoted tipping fee per ton of waste processed for 10 years of O&M and the capital cost quoted by the bidder.
<b>Agreement structure for the Project</b>	Agreement shall be entered into between PMRDA, Gram Panchayat, Wagholi and the Contractor for the Project.
<b>Financial Structure for the Project</b>	PMRDA shall pay capital cost for installation and commissioning of plant. Gram Panchayat, Wagholi shall pay the per ton processed waste cost during the 10-year tenure.

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### 1.2 Content of the TOR Document

The TOR Document comprises of the contents as listed below:

Section 1 General Information	<ul style="list-style-type: none"> <li>• Project Background</li> <li>• Content of the TOR Document</li> </ul>
Section 2 Terms of Reference (TOR)	<ul style="list-style-type: none"> <li>• Scope of Work</li> <li>• Minimum Service Level Parameters</li> <li>• Reviewing system for the project</li> <li>• Monitoring and Supervision</li> <li>• Penalty Clauses</li> <li>• Security Deposit</li> <li>• Performance Guarantee</li> <li>• Contractor Fee and Payment Mechanism</li> <li>• Commissioning Date of the plant</li> </ul>
Section 3 Instructions to Bidders	<ul style="list-style-type: none"> <li>• General Conditions</li> <li>• Preparation and Submission of bids</li> <li>• Bid Opening</li> <li>• Award of Contract</li> </ul>
Section 4	<ul style="list-style-type: none"> <li>• Qualification and Evaluation Criteria</li> </ul>
Section 5 Pro-forma for Submission	<ul style="list-style-type: none"> <li>• Pro-forma for Submission of Bids</li> </ul>
Section 6	<ul style="list-style-type: none"> <li>• Standard Conditions</li> </ul>

The Bidder can contact the following for any clarifications on the TOR Document:

**Chief Engineer, Pune Metropolitan Region Development Authority**  
Engineering – 3  
 3<sup>rd</sup> Floor, PCNTDA Building,  
 Near Akurdi Railway Station, Pune - 411044  
 Email ID – cewater3@gmail.com

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- Key dates

Sr. No.	Description	Details
1.	Name of work	Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years
2.	Tender Notice No	E - Tender Notice No. 57 for F.Y. 2019-20
3.	Date of issue of tender	From 13.03.2020 from 11.00 Hrs. to 07.04.2020 at 15.00 Hrs.
4.	Submission On:	From 13.03.2020 from 11.00 Hrs. to 07.04.2020 at 15.00 Hrs.
5.	Date and place of Pre-Bid meeting	27.03.2020 at 12.00 Hrs. at PMRDA, Akurdi Office, Pune.
6.	Bid Opening	08.04.2020 if possible at 15.00 Hrs. at PMRDA, Akurdi Office, Pune.
7.	Cost of Tender Document	Rs. 3540/- (Including GST) through online e-payment gateway (Non- Refundable)
8.	Earnest Money Deposit (EMD)	Rs. 5,00,000/-

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**2. Scope of work/Terms of Reference**

**2.1 Scope of work for successful Bidder ("Contractor")**

The current project intends to undertake the work in two phases

- 1. Phase 1: To design, engineer, procure and construct solid waste processing plant for mixed waste of capacity of 50MTPD
- 2. Phase 2: To carry out the operation and maintenance of the same for the period of 10 years.

Scope of work is as defined below. However, any item of work required to be carried out as per the Contract for proper and satisfactory completion of the work with good standard of workmanship shall be deemed to be included in the scope of work with no additional cost for such items, whether or not specifically included/described.

**Phase 1: Construction, Installation and Commissioning**

**2.1.1** The scope of work of the successful bidder includes design, procurement, construct and establish, along with operation and maintenance of processing unit for the mixed waste processing facility with the capacity of the daily processing of minimum 50MT of mixed waste, working for 365 days of the year - composting of wet waste and material recovery facility and preparation of Refuse Derived Fuel from dry waste along with the sole responsibility of the successful bidder for the disposal of the by-products / inerts.

**2.1.2** It will be the responsibility of the successful bidder for Preparation of Process. Hydraulic. Civil, Mechanical, Piping, Electrical and Instrumentation Design and Drawings including Construction, Architectural and As-built Drawings.

**2.1.3** The civil work shall include

**A) Covered Shed:**

The contractor has to provide a shade of 2000 sq. m made up from structural steel, having pitched roof of pre-coated GI sheets, foundation of RCC, flooring of Indian patent stone, walling of minimum 9" brick walls plastered with CM of 1:4 mix, cement paint, Anticorrosive, oil paint to all structural steel components, with proper ventilators. The contractor shall design the shade from his structural designer based on relevant Indian Standards. The design/specifications shall be got approved from PMRDA.

**B) Weighing Scale:**

Contractor should provide 50,000 kg weighing scale of Samsung, Seiko or equivalent model with RCC monitoring room of minimum 100 Sq. Feet.

**C) Platform:**

Concrete ramp at entrance, M-25 for total Structural shed base, drainage system for collection of leachate generated at landing platform and toilet bathroom.

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D) Office room and utilization:

Four rooms each of suitable size not less than 100 sq.ft. for, Change room with Bathroom of suitable size, Toilet for working person minimum of two seats or as per directed by site in charge engineer/ Consultant on PMRDA panel.

E) Storage for Waste:

Capacity to accommodate MSW of minimum 50 TPD daily for next 7 days.

F) Storage space for By-Products:

Capacity to store Refused derived fuel (RDF) and compost created by processing mixed waste of minimum 50 TPD for disposal/dispatch for the period of 7 days.

- 2.1.4 Procurement, supply, installation, testing and commissioning of all the Electrical Equipment including HT and LT Panels, Transformers, Cables, Cable Trays, Earthing Materials, Lighting Fittings & Fixtures, Local Push Button Stations, Junction Boxes, etc.
- 2.1.5 Procurement, supply, installation, testing and commissioning of all the Instruments.
- 2.1.6 Procurement, supply, installation, testing and commissioning as well as operation and maintenance of hardware and software required to be integrated with the IT interface prepared by the Pune Metropolitan Region Development Authority.
- 2.1.7 The contractor will be responsible for digitizing the weighbridge by making provision of the required hardware and software and shall also make the provision for CCTV systems.
- 2.1.8 Procurement, supply, installation, testing and commissioning of Fire Fighting System.
- 2.1.9 The Contractor shall submit his Construction Program within 14 days of Letter of Commencement of Work / Work Order describing in detail the mobilization and requirement of labour and equipment in the form of CPM analysis and notes, working process for main activities/critical activities/new activities, monitoring of work progress, financial planning and cash flow charts, survey and layout, construction methodology, quality plan including mix design requirements, approved external laboratory facilities, testing frequencies, acceptance criteria, calibrations, control of non-conformities, details of site quality records, various documentation in formats approved/issued by the Engineer, performance of tests etc., approved vendor list for various standard materials like cement, steel, bitumen, concrete frames, tiles, plumbing and electrical fixtures, wood, plywood, steel and accessories and flushed doors etc. The Contractor shall prepare requisite documents, ensure its submission on time, coordinate and follow-up with concerned statutory body for e.g. Police/Labour/Health/Power/Water/Telecommunication and other Authorities to obtain requisite permission, NOC, supply and avail their facilities and to perform legal formalities to avoid any encumbrance on work programme
- 2.1.10 The contractor needs to install suitable combination of following equipment in order to achieve size/density separation, size reduction and material handling depending on the site.

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S. no.	Equipment	Type	Quantity
1	Conveyer Belt	Belt/Bucket/Screw etc.	As proposed by the bidder for processing minimum 50 MT of mixed waste per day.
2	Screening Equipment	Trommel/Mesh/Vibrator/etc.	
3	Size Reduction Equipment	Shredder/Cutters/etc	
4	Density Separator	Air density Separator/Blower,etc	
4	Metal detectors	Electromagnet/magnetic roller/detectors.etc	

- 2.1.11 Installation of various supplementary systems in compliance with the MSW rules 2016. (for example provision for fire safety, odour control, leachate management etc.
- 2.1.12 Preparation and submission of As-built Drawings and mass balance diagram of the processing plant and Operation & Maintenance Manuals for Mechanical, Electrical & Instrumentation Items.
- 2.1.13 Any other item not mentioned specifically but necessary as per good engineering practice, safety norms and successful operation and guaranteed performance for the entire facility shall be deemed to be included within the scope of work and provided by the Contractor at no extra cost to PMRDA or Gram Panchayat, Wagholi.
- 2.1.14 The Contractor shall make appropriate provisions for segregation of dry and wet waste, if required.

Note: - Final Layout and Machineries of the plant will be got approved from PMRDA.

#### Phase 2: Operation and Maintenance:

- 2.1.15 Operation and maintenance of the plant for 10 years period which may be extended to further 10 years depending on the overall performance of the plant after taking due administrative approvals.
- 2.1.16 The Gram Panchayat, Wagholi shall make arrangements for the electricity connection till the entrance of the project site. Any further work regarding the electricity line and the payment of the electricity bill will be the responsibility of the successful bidder.
- 2.1.17 The Gram Panchayat, Wagholi shall make arrangement for the water line and will provide connection within the project site. Any further work regarding the water line and the payment of the water bill will be the responsibility of the successful bidder.
- 2.1.18 Procurement and supply of all Spares, Tools & Tackles required during O&M Period.
- 2.1.19 Operation and maintenance of the plant will also include the sole responsibility of the timely disposal of the by-product generated from the process.
- 2.1.20 The successful bidder holds the rights to sell the RDF, compost or the recyclables and/or dispose it of scientifically complying with MSW rules 2016 and environmental rules and regulations applicable for the same.
- 2.1.21 The successful bidder shall take the responsibility of transport of rejects to the landfill site as specified in writing by PMRDA or Gram Panchayat, Wagholi.

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- 2.1.22 The landfill site shall be made available in consultation with Gram Panchayat, Wagholi.
- 2.1.23 Any other item not mentioned specifically but necessary as per sound engineering practice, safety norms and successful operation and guaranteed performance for the entire facility shall be deemed to be included within the scope of work and provided by the Contractor at no extra cost to PMRDA or Gram Panchayat, Wagholi.
- 2.1.24 Not less than 2 years from the date of commissioning, the PMRDA may ask the Contractor in writing to expand the capacity by not more than 20% of the tendered capacity and the Contractor shall comply with such request at no additional capital expenditure and additional land requirement. The additional tipping fee shall be awarded to the Contractor by Gram Panchayat, Wagholi.

## 2.2 Minimum Service Level Parameters (SLPs)

The contractor needs to ensure following minimum Service Level Parameters for meeting the scope of work:

- 2.2.1 The operations are required to be conducted by the contractor for all days of the year.
- 2.2.2 The quantity of the waste processed per day should not be less than 80% of the monthly installed capacity.
- 2.2.3 The Contractor shall ensure to meet the scheduled milestones, quality and safety requirements of all works as mentioned in the scope of work.
- 2.2.4 The constructed plant should meet all the standards and quality parameters set forth by the PMRDA engineers.
- 2.2.5 In case of any major breakdown, the contractor has to inform PMRDA and Gram Panchayat, Wagholi officials immediately, and work to resolve the issue expediently within not more than 8 hours.
- 2.2.6 The Contractor shall ensure proper housekeeping of the site at all times as per the safety and health norms as specified in related rules and regulation in consultation with the concerned Engineer so as to comply with MSW rules 2016 and other environmental rules and regulations prevalent in India and ensure that the campus showcases the awareness slogans regarding solid waste management.
- 2.2.7 The contractor shall also supply operation and maintenance manual, showing detailed operation procedures and maintenance measures. The functioning of the plant should be described in the same for understanding of visitors.
- 2.2.8 The complaints received by PMRDA or Gram Panchayat, Wagholi in relation to issues regarding the processing unit site will be forwarded to the contractor. All complaints shall be attended within 12 hours of complaint. A record of all such complaints and action taken report shall be submitted to PMRDA and Gram Panchayat, Wagholi on monthly basis by 5<sup>th</sup> day of next month.
- 2.2.9 Data obtained from the digitized weigh bridge records will be considered for the payment calculations and no handwritten data will be accepted for the same.
- 2.2.10 The Contractor shall ensure health and safety of the staff working at the processing facility.
- 2.2.11 In case of any mishap / accident at the site, the contractor shall take complete responsibility of the same and follow with the necessary procedures including but not limited to registration of police complaint and attending court trials.
- 2.2.12 Contractor shall adhere to norms of Minimum Wages Act and other applicable labour laws including PF/ESIC etc. Salaries of all the employees to be done on time as per applicable rules governed by

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labour laws in the state. It shall be the duty of the Contractor to ensure that proper documentation is maintained as per various labour laws.

- 2.2.13 The Contractor shall construct proper toilet facility along with regular maintenance and cleaning within the premise for its staff.
- 2.2.14 Records for daily quantity of the byproducts generated and for the disposal of the byproducts should be kept in the formats finalized in consultation with the engineer in charge.
- 2.2.15 The byproducts should not be stored for more than 10 days within the site area. Any issue relating to the disposal of by products and storage of the byproducts for more number of days than the prescribed time limit should be conveyed to the engineer in charge in written.
- 2.2.16 The by products produced should be tested by the Contractor at his own cost once in every month and should supply the test results within the first five days of the next month.
- 2.2.17 The Contractor should ensure that the project site is clean and tidy during the contract period.
- 2.2.18 The Contractor, at its own cost, shall create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) of air, water and soil including mitigation of odour and noise pollution also get environment clearance certificate from proper authority.
- 2.2.19 The Contractor shall make provision for water storage of appropriate size or a minimum of 10.000 liters for firefighting purpose.
- 2.2.20 The Contractor shall ensure the neighboring citizens do not face any issue of foul odour and will take all the necessary preventive measures/steps at its own cost.
- 2.2.21 The Contractor shall ensure that the operations of the project do not cause any nuisance to the citizens in the area. Any complaint received by PMRDA or Gram Panchayat, Wagholi from the neighboring citizens has to be resolved by the Contractor by taking all necessary measures.
- 2.2.22 The Contractor shall follow all existing rules and regulations of the Government & labour department or as amended from time to time regarding the labor employed by him without entitling him for any extra claim on this account.
- 2.2.23 The Contractor should, in case at any point of time should comply with the MSW Rules 2016 and environmental rules and regulations prevalent in India and Maharashtra.

**2.3 Monitoring and Supervision during Implementation**

Along with the monthly invoice, the contractor should submit following documents to PMRDA/Gram Panchayat, Wagholi:

- 2.3.1 Gram Panchayat, Wagholi shall appoint an Engineer in Charge for the plant.
- 2.3.2 Digitalized weighing record generated through the at-site weighing system.
- 2.3.3 Daily record of the waste processed should be kept in specified format in discussion with the Engineer in Charge.
- 2.3.4 Reports regarding the quality of the byproducts and other tests as per specified by the MSW 2016 should be done through accredited labs.
- 2.3.5 Measures regarding the compliances with the MSW 2016 should be reported in the format as suggested by the Engineer in Charge.

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## 2.4 Security Deposit

- 5% of the Estimated cost or Accepted Tender cost whichever is higher.
- Initial Security Deposit.  
2.5% of estimated cost or accepted tender cost whichever is higher in the form of Fixed Deposit Receipt OR Bank Guarantee from Nationalized / Scheduled Bank in the favour of Metropolitan Commissioner & Chief Executive Officer, PMRDA, Pune for initial minimum period of 12 + defect liability period of 60 months (time limit) and shall be extended suitably if the work is not completed within the time limit.
- Deductions through R.A. Bills.  
Balance 2.5% amount will be recovered through each running bill at 5% of the gross amount of R.A. Bill to the extent that total required security deposit is to be recovered.

## 2.5 Penalty Clauses

Sr. No.	Penalty Description	Penalty Amount
1.	Failure to process 80% of monthly expected solid waste	10% of the tipping fee per ton on the difference / shortfall of the expected and the processed solid waste that month
2.	Reject generated is greater than 10% of the monthly expected solid waste to be processed	10% of the tipping fee per ton will be levied on the excess amount of reject generated on monthly basis
3.	Noncompliance to SWM rules 2016 and the other Environmental Standard notified by the regulatory authorities or as specified in the contract.	Penalty as imposed by MPCB or their statutory body or statutory provision in the related rules
4.	Non provision of site facilities or SLPs	Rs. 1000/- per item per day
5.	Non-compliance of safety standards or use of personal protective equipment by the workers	Rs. 1500/- per incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various Authorities.
6.	Any failure or noncompliance or slow progress of any of the contractual works or items leading to violation of prevailing environmental Act, rules and regulations or provisions of the MSW rules 2016 leading to the adverse orders of penalty or prosecution by the competent authorities in this regard shall also be the direct liability of the Contractor / Agency, in addition to the penalties as provided above.	

## 2.6 Contractor Fees and Payment Mechanism

The payment to be made to the Contractor will be divided into two phases as specified in the scope of work.

### 2.6.1 Phase 1:

#### A. Civil work

The payment for the civil work of Phase 1 will be made in installments during the construction period. 90% of the total quoted cost for civil work of phase 1 will be disbursed till commissioning of plant. The remaining 10% amount will be released after successful operation and maintenance of plant for a period not less than one year from commencement of plant.

#### B. Electro-Mechanical Work

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The payment for the mechanical work of phase I shall be as follows: -

Sr. No.	Activities to be completed	Payment (% of the cost of Electro-Mechanical work)
1	Supply and Erection of Electro-Mechanical Equipment	45
2	Installation and Commissioning of Electro-Mechanical Equipment	45
3	Remaining 10% will be released after successful operation and maintenance of plant for a period not less than one year from commencement of plant.	

Each bill should be supported with the relevant report showcasing the completion of each of the activities in the formats finalized in co-ordination with engineer in charge and approval of appropriate authority.

**2.6.2 Phase 2:**

Payment to be made by Gram Panchayat, Wagholi for every month for processing solid waste shall be calculated by the following formula on the basis of records submitted under clause 2.3.

$$\text{Payment} = \{A * (B - C)\} - D$$

- A: Tipping fee per ton as quoted by the successful bidder
- B: Quantity of waste taken for processing
- C: Quantity of rejects
- D: Penalty as and when applicable as in clause 2.5

2.6.3 The Contractor shall, by 5th day of every month or in case the 5th day is a holiday, then on following working day of such month, submit to Gram Panchayat, Wagholi a monthly bill providing the amount of bill payable by Gram Panchayat, Wagholi. The Engineer In-Charge after deducting the penalties levied for such month approves the bill.

2.6.4 The contractor fee statement shall be verified by the Engineer in Charge.

2.6.5 For the payment of first month of operations, the Fee Statement, provided by the Contractor shall relate to the period commencing from date of occurrence of commercial operation date (COD) till the end of the month and the Fee Statement shall be submitted before the 5th day of the succeeding month.

2.6.6 Gram Panchayat, Wagholi shall, within 10 days from the date of receipt of the monthly bill, pay to the Contractor, the Fees in accordance with the formula given in clause 2.6.2.

**2.7 Commissioning date of plant for operation and maintenance**

The commissioning date of PHASE-1 and commencement of PHASE-2 (operation and maintenance) is critical in deciding for the release of the payment withheld during Phase-1 and also disbursement of PHASE-2 payments. In order to clearly define the completion of phase I and commencement of phase-2 successful bidder should submit to the department in written informing about the Date of completion of phase I and commencement of phase-2 which will be considered as the date of the completion of phase I and commencement of phase-2 after due verification and approval of Chief Engineer, Engineering Division - 3, PMRDA

**Chief Engineer  
Engineering Division - 3  
Pune Metropolitan Region Development Authority**

Signature of Tenderer



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### 3. Instruction to Bidders

#### A. General conditions

##### 3.1 Cost of Bid Document/e-Tender Processing Fee

- a) The cost of blank tender form shall be Rs. 3540/- (Including GST) per set which is non-refundable. Blank Tender documents will not be sold by this office. Interested contractors have to download tender documents from the website. Cost of blank tender form shall not be accepted in the form of cash or cheque. The cost of the tender documents will not be refunded under any circumstances
- b) This tender document is available on the web site <http://mahatenders.gov.in> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay nonrefundable cost of bid document/ e-Tender processing fee of Rs. 3540/- (Including GST) (Rupees Three thousand five hundred forty only) through online only as per the instructions available on website [www.mahatenders.gov.in](http://www.mahatenders.gov.in). Tender without cost of bid document/ e-Tender processing fee in the prescribed form will not be accepted.

##### 3.2 Contents of e-Bid Document

The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

Invitation for e-Bid

- Section I : General Information
- Section II : Scope of work/Terms of reference (TOR)
- Section III : Instruction to bidders
- Section IV : Qualification and Evaluation criteria
- Section V : Pro- forma for submission of bids (technical and financial)
- Section VI : Standard Conditions

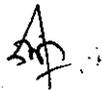
The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

##### 3.3 Amendment of e-Bid Document

At any time prior to the deadline for submission of e-Bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://mahatenders.gov.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective bidders to check the website <http://mahatenders.gov.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.

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In order to allow prospective e-bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Department, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://mahatenders.gov.in>.

### 3.4 Data Identification and Collection

3.4.1 It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.

3.4.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the Tender Document in total;
- Received all relevant information requested from PMRDA and:
- Made a complete and careful examination of various aspects of the scope of work including but not limited to: site area, type of project, existing data or any relevant information; all other matters that might affect the Bidder's performance under the terms of this TOR Document.

3.4.3 PMRDA or Gram Panchayat, Wagholi shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

### B. Preparation and Submission of Proposals

#### Language of e-Bid

3.5 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and PMRDA / Gram Panchayat, Wagholi shall be written in English or Marathi language only.

#### 3.6 Documents Constituting the e-Bid

The e-Bid prepared by the bidder shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of:

- (i) **Fee Details** – It will consist of the cost of tender document and prescribed earnest money in prescribed form.
- (ii) **Qualification Details as per formats with supporting** – includes copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

(b) **Financial e-Bid** – Financial e-Bid will comprise of:

- (i) **Price bid** – includes Price in given format to be filled in after downloading from the e-Procurement website for this e-tender.

#### 3.7 e-Bid Form

The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

#### 3.8 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

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### 3.9 Documents Establishing bidder's Qualification

- 3.9.1 The bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in PDF format.
- 3.9.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.
- 3.9.3 PMRDA may call for additional information /clarification required for the technical evaluation from the bidder.

### 3.10 e-Bid Security/Earnest Money Deposit (EMD)

- 3.10.1 Tender fee and EMD shall be paid by SBI Net Banking or Other Bank Internet Bank MOPS or FDR or Bank guarantee.
- 3.10.2 The online payment procedure can be seen on [www.mahatenders.gov.in](http://www.mahatenders.gov.in), Announcement, online payment procedure. Online payment requires 48 hours in Bank working days for clearance and hence, payment should have been made accordingly.
- 3.10.3 The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful bidders after award of tender to the successful lowest bidder. The EMD of successful bidder will be ultimately refunded or will be adjusted against the security deposit after selection of the successful bidder at the time of execution of the contract. In case, the Chief Engineer/Commissioner/Chief Officer decided to forfeit / adjust the EMD amount of the bidder, the EMD amount in such cases shall be credited to the bank account of the PMRDA Pune. The mandate for EMD refunds / forfeit / adjustment against security deposit shall trigger from e-tender application of NIC portal."
- 3.10.4 The e-Bid security may be forfeited:

(a) if a bidder

- i) withdraws his/her e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or
- ii) does not accept the correction of errors or
- iii) modifies his/her e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b) in case of a successful bidder, if the bidder fails to sign the Contract with PMRDA and Gram Panchayat, Wagholi

### 3.11 Period of Validity of e-Bid

- 3.11.1 E-Bid shall remain valid for 120 days after the date of e-Bid opening prescribed by the Department. An e-Bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 3.11.2 In exceptional circumstances, the Department may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify his/her e-Bid.

### 3.12 Format and Signing of e-Bid

- 3.12.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

Signature of Tenderer



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3.12.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

**3.13 Submission of e-Bid**

The Bid Submission module of e-Procurement website <http://mahatenders.gov.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible. The bidders have to follow the following instructions for submission of their e-Bid:

3.13.1 The guidelines to download the tender document and online submission of bids and procedure of tender opening can be downloaded from website <http://mahatenders.gov.in>. Bidders should have valid Class-2/ Class-3 Digital Signature Certificate issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India. The bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

3.13.2 The bidder should download the e-tender document and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet)

3.13.3 The bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

3.13.4 Department reserves the right to cancel any or all e-Bids without assigning any reason.

**3.14 Deadline for Submission of e-Bid**

3.14.1 E-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://mahatenders.gov.in> not later than 07.04.2020 upto 03.00 pm on the prescribed date (as the server time displayed in the e-Procurement website).

3.14.2 The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Signature of Tenderer



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### 3.15 Late e-Bid

3.15.1 The server time indicated on <http://mahatenders.gov.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

### 3.16 Withdrawal and Resubmission of e-Bid

3.16.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://mahatenders.gov.in>

3.16.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security.

3.16.3 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes.

3.16.4 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

3.16.5 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

### 3.17 Pre-Bid Meeting

3.17.1 The bidders or their official representative are invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and address of the Pre-bid meeting shall be as specified in the bid datasheet.

1. Bidders requiring any clarification on the bidding documents or questions on any matter that may be raised at that stage may send their queries in written, addressed to contact person as mentioned in the Bid Data Sheet, latest by one day before the pre-bid meeting date mentioned in the bid datasheet. The responses of the Authority will be uploaded only on the Website <http://mahatenders.gov.in> and shall not be communicated separately to the bidders.
2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.
3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be the part of the Bidding Documents. Verbal clarifications and information given by bidders or its employees or representatives shall not in any way or manner be binding on the Authority.

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**C. Bid Opening**

**3.18 Opening of Technical e-Bid by the Department**

- 1. The Department will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 3.00 PM on the prescribed date of opening at Tender Cell office in PMRDA , Akurdi Building. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Department, the e-Bids shall be opened at the appointed time and place on the next working day.
- 2. The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 3. The Department will prepare minutes of the e-Bid opening.

**3.19 Opening of Financial e-Bid**

- 1. After evaluation of technical e-Bid, through the evaluation committee the Department shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the bidders, whose technical e-Bids are considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.
- 2. The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of bidders, percentage Price quoted for various items etc., will be announced at the meeting.
- 3. The Department will prepare the minutes of the e-Bid opening.

**3.20 Clarification of e-Bid**

- 1. During evaluation of e-Bid, the Department may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

**3.21 Evaluation of technical e-Bid and Evaluation Criteria**

The Department will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/e-Tender processing fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

- 1. The bidder should submit a notarized affidavit that the bidder's firm has not been black listed from any ULB/State/Central Government Departments/Organizations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.
- 2. All e-Bids submitted shall also include the following:
  - (i) Filled in Bid Submission forms as per the tender document
  - (ii) Certified Copies of relevant pages of following documents:

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- Letter of Incorporation/Shop Act License
- The power-of-attorney authorizing the bidder to sign the e-Bid/contract.
- PAN Certificate of the company/firm.
- Trade tax/GST registration certificate and GSTR1 of the company/firm.
- SI/PF registration
- TAN Certificate

The e-Bids of the bidders not submitting certified copies mentioned above documents shall be rejected.

3. It shall be the discretion of the Department to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
4. The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

### 3.22 Contacting the Department

1. No bidder shall contact the Department on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, he/she can do so in writing.
2. Any effort by a bidder to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.
3. In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred / blacklisting from PMRDA works and the legal proceeding can also be initiated.

## D. Award of Contract

### 3.23 Award Criteria

The Department will award the contract to the lowest evaluated successful bidder whose bid has been determined to be responsive to all the conditions of the contract and shall have met the Technical specification and qualification requirement of the Bidding Document.

### 3.24 Department's right to accept any e-Bid and to reject any or all e-Bids

The Department reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

### 3.25 Notification of Award

Prior to the expiration of the period of e-Bid validity, the Department will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

The notification of award will constitute the formation of the Contract.

### 3.26 Signing of Contract

At the same time as the Department notifies the successful bidder that its e-Bid has been accepted, the successful bidder shall have to sign the contract agreement.

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### 3.27 Other points related to tender document

1. No page(s) of the tender shall be removed and the entire set must be submitted, as its failure to comply with the instructions may result in the rejection of the tender.
2. All entries by the bidders should be written legibly.
3. The bidder should write full address and telephone no. on the Tender Form. Any letter sent by Regd. Post on that address will be treated as delivered.
4. Incomplete, irrelevant conditional tenders are liable to be rejected without assigning any reason. Tenders not submitted on proper prescribed form shall not be considered and are liable to be rejected.
5. No additions or alterations are permitted in the tender papers, if bidder does so, the same shall not be considered and such tender is liable to be rejected.
6. Any tender not fulfilling all the conditions is likely to be ignored / rejected without assigning any reason.
7. No refund of the cost of bid document/ e-Tender processing fee is claimable for tenders not accepted or for tenders not submitted.
8. Conditional tender may not be accepted.

### For the interested Bidders of this Tender Document

1. The other important information are being mentioned below at a glance for the ease of e-bidders:-

<u>Cost of bid document/ e-Tender processing fee</u>	: Rs. 3540/-
<u>Earnest money</u>	: Rs. 5,00,000/-
<u>Validity period</u>	: 120 days.

2. Bank account details for RTGS:-

All the payment towards EMD and Cost of Tender Forms will be done online only. Please make the online payment as per the instructions available on website [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

### 3.28 Evaluation Parameters

The bidders who meet the minimum technical and financial criteria shall be termed as 'qualified bidders'. The qualified bidder quoting the 'lowest fee' will be the 'successful bidder'.

### 3.29 Proposal Evaluation: Financial Proposal

The bidding criteria shall be project cost calculated considering the tipping fee quoted for per ton of waste processed for 10 years of O&M in addition to the capital cost quoted by the bidder. However, the capital cost of each bidder will be taken into consideration before awarding the contract. The PMRDA holds the right to recall the tender if the bids are not in accordance with prevailing tender rates.

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Calculation for the evaluation will be done as follows

**Phase 1:**

Sr.No.	Abstract	Quantity	Amount in Rs.
A)	Civil Work	as mentioned in Form 12 A	
B)	Electro-Mechanical Work	as mentioned in Form 12 B	
<b>Total cost for Phase 1</b>			

**Phase 2:**

Sr. No.	Abstract	Year	Rate (R ) per MT	Total (T) (T = R*50*365)
A)	Operations and Maintenance Cost	1 <sup>st</sup> Year		
		2 <sup>nd</sup> Year		
		3 <sup>rd</sup> Year		
		4 <sup>th</sup> Year		
		5 <sup>th</sup> Year		
		6 <sup>th</sup> Year		
		7 <sup>th</sup> Year		
		8 <sup>th</sup> Year		
		9 <sup>th</sup> Year		
		10 <sup>th</sup> Year		
<b>Total Cost for Phase 2</b> <b>(Operations and Maintenance Cost)</b>				

Sr. No.	Abstract	Amount in Rs.
A)	Final Cost (Phase 1 + Phase 2)	

Note: - Total expected load for the plant installation is around 500 KVA.

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#### 4. Qualification Criteria

- A) The Bidder must be sole proprietorship, registered partnership firm, public limited company and private limited company. The firm/company should be registered in India. No consortium is allowed.
- B) The Bidder must have processed minimum quantity of 21,900 MT mixed municipal solid waste from one plant in preceding three years (2016-19) in any Municipal Corporation.

OR

The Bidder must have work experience in waste processing of minimum of 40 MTPD of mixed waste processing for an uninterrupted period not less than 1 year in preceding 3 years (2016-19) in any Municipal Corporation.

The work order showing experience shall be supported with Certificate from Head of Department or Executive Engineer or equivalent officer of the Municipal Corporation confirming successful operation by the Contractor. Unsupported Claims of experience will not be considered for evaluation).

- C) The Bidder should represent the suitable experience of working with the technology:

Records depicting scientific production of finished products furnished by the Head of Department or Executive Engineer or equivalent officer of the Municipal Corporation.

Certificate from consumer agency or tie up with company for consumption of RDF. The Contractor must have sold minimum of 1000 MT of RDF in one year in preceding three years (2016-19).

Note: For Confirmation and satisfaction of the above criterion, PMRDA officials may plan a visit to the operational Plant operated by the Bidder for better understanding of the project proposed and verification of submitted details

- D) The Bidder should have a cumulative turnover of INR 1.5 crore for last 3 financial years (2016-17, 2017-18, 2018-19)

Bidder can demonstrate by means of audited balance sheets or (if not required by the laws of the Applicant's country) other financial statements acceptable to PMRDA, for each of the last three (3) fiscal years prior to the date of this Application; the current soundness of funds available.

- E) Technical Manpower:

The Bidder should have employed a Project Manager with minimum experience of three years in similar projects and a mechanical engineer, a civil engineer and an electrical engineer having minimum experience of one year.

The CV of the manpower as above should be submitted.

- F) Other documents as required under Clause 3.21

Signature of Tenderer



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respect of any tender or request for proposal issued by or any Agreement entered into with PMRDA or any other public sector enterprise or any government, Central or State; and

- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders. As per Clause 3.24 of the Tender Document.
  9. We believe that we satisfy (ies) the eligibility criteria and meet(s) the requirements as specified in the TENDER document.
  10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our Associates.
  12. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
  13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PMRDA of the same immediately.
  14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PMRDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  15. In the event of my/ our being declared as the Selected Bidder, We agree to enter into a Project Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  16. We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the draft Project Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by PMRDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.

Signature of Tenderer



Executive Engineer

#### 4. Qualification Criteria

- A) The Bidder must be sole proprietorship, registered partnership firm, public limited company and private limited company. The firm/company should be registered in India. No consortium is allowed.
- B) The Bidder must have processed minimum quantity of 21,900 MT mixed municipal solid waste from one plant in preceding three years (2016-19) in any Municipal Corporation.

OR

The Bidder must have work experience in waste processing of minimum of 40 MTPD of mixed waste processing for an uninterrupted period not less than 1 year in preceding 3 years (2016-19) in any Municipal Corporation.

The work order showing experience shall be supported with Certificate from Head of Department or Executive Engineer or equivalent officer of the Municipal Corporation confirming successful operation by the Contractor. Unsupported Claims of experience will not be considered for evaluation).

- C) The Bidder should represent the suitable experience of working with the technology:

Records depicting scientific production of finished products furnished by the Head of Department or Executive Engineer or equivalent officer of the Municipal Corporation.

Certificate from consumer agency or tie up with company for consumption of RDF. The Contractor must have sold minimum of 1000 MT of RDF in one year in preceding three years (2016-19).

**Note:** For Confirmation and satisfaction of the above criterion, PMRDA officials may plan a visit to the operational Plant operated by the Bidder for better understanding of the project proposed and verification of submitted details

- D) The Bidder should have a cumulative turnover of INR 1.5 crore for last 3 financial years (2016-17, 2017-18, 2018-19)

Bidder can demonstrate by means of audited balance sheets or (if not required by the laws of the Applicant's country) other financial statements acceptable to PMRDA, for each of the last three (3) fiscal years prior to the date of this Application; the current soundness of funds available.

- E) Technical Manpower:

The Bidder should have employed a Project Manager with minimum experience of three years in similar projects and a mechanical engineer, a civil engineer and an electrical engineer having minimum experience of one year.

The CV of the manpower as above should be submitted.

- F) Other documents as required under Clause 3.21

Signature of Tenderer



Executive Engineer

## 5. Bid Submission Formats

### 5.1 Qualification Proposal

The submissions in Qualification Proposal shall consist of:

- 5.1.1 Covering letter clearly stating the validity period of the Proposal in the prescribed format Form 1.
- 5.1.2 Power of Attorney to an individual for signing the Proposal, as per the prescribed format Form 2.
- 5.1.3 Anti-collusion certificate, as per the prescribed format Form 3.
- 5.1.4 Project undertaking as per the prescribed format Form 4, duly signed by the authorized signatory
- 5.1.5 Capacity Statement
- 5.1.6 Bidders details as per Form 5 along with:
  - a) Duly certified copy of partnership deed and registration certificate in case of partnership firm and deed for article of association in case of company.
  - b) The bidder will have to submit their Id proof of self, partners, Directors etc. as the case may be.
  - c) The bidder should submit the notarized affidavit that the bidder/firm has not been blacklisted any state/central government department/ organization. The e-bid of blacklisted contractor or of those who have not submitted the required affidavit shall be rejected.
- 5.1.7 Bidder's Eligible Experience in waste processing as per the prescribed format
- 5.1.8 Format for Financial capability details Form 7.
- 5.1.9 Format for seeking clarification Form 8.
- 5.1.10 Details of Technical Manpower as mentioned in Qualification Criteria.

### 5.2 Financial Proposal

The bidders need to fill the Price in prescribed format after downloading the form from the e-Procurement website for this e-tender. Reference form is attached at Form 12

### 5.3 Technical Details

Format for list showing specifications of Mechanical machinery proposed to be deployed by the bidder in Form 9

### 5.4 Other Details

Details of EMD deposited in Form 10

Details to be furnished for refund of EMD Form 11

Signature of Tenderer



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**Form 1: FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letterhead of the Bidder)

Date:

To:

Chief EngineerPune Metropolitan Region Development AuthorityEngineering - 3Floor No. 3, PCNTDA Building,Near Akurdi Railway Station, Pune -411044Email ID - ccwater3@gmail.com

Maharashtra, India

Dear Sir:

**Re: Setting up a 50 MTPD mixed waste processing plant along with its operation and maintenance for a period of 10 years at Wagholi, Ta. Haveli, Dist. Pune.**

With reference to your tender document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. We propose to submit our Proposal in individual capacity as \_\_\_\_\_
2. All information provided in the Proposal and in the Appendices is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be.
3. This statement is made for the express purpose of qualifying as a Bidder for **Setting up a 50 MTPD mixed waste processing plant along with its operation and maintenance for a period of 10 years at Wagholi, Ta. Haveli, Dist. Pune.**
4. We shall make available to PMRDA any additional information if may find necessary or require to supplement or authenticate the Proposal.
5. We acknowledge the right of PMRDA to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project nor contract nor have had any contract terminated for breach on our part.
7. We declare that:
  - (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by PMRDA.
  - (b) We do not have any conflict of interest as per clause 3.3;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in

Signature of Tenderer



Executive Engineer

respect of any tender or request for proposal issued by or any Agreement entered into with PMRDA or any other public sector enterprise or any government, Central or State; and

- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders. As per Clause 3.24 of the Tender Document.
  9. We believe that we satisfy (ies) the eligibility criteria and meet(s) the requirements as specified in the TENDER document.
  10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our Associates.
  12. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
  13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate PMRDA of the same immediately.
  14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PMRDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  15. In the event of my/ our being declared as the Selected Bidder, We agree to enter into a Project Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  16. We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the draft Project Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by PMRDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.

Signature of Tenderer



Executive Engineer

17. The Financial Proposal has been submitted by us after taking into consideration all the terms and conditions stated in the TENDER, draft Project Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
18. We shall offer a Performance Security to PMRDA in accordance with the TENDER document.
19. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
20. We confirm that we have the financial standing and resources to fund / raise finances for undertaking and implementing the Project in accordance with the Project Agreement.
21. We hereby certify and confirm that in the preparation and submission of our Proposal for "-----", we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.
22. We hereby certify and confirm that:
- (a) We or any of our promoter(s) / director(s) / associates are not barred by any department of PMRDA / or any other entity of Government of Maharashtra or blacklisted by any urban local body in India from participating in project/s.
  - (b) We are aware that, our Proposal would be liable for rejection in case any misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the Project Period.
23. We agree to keep this offer valid for 120 days (one hundred and eighty days) from the Proposal Due Date specified in the TENDER.
24. We agree and undertake to abide by all the terms and conditions of the TENDER document.
25. We submit this Proposal under and in accordance with the terms of the TENDER document.

Dated this.....Day of 2019  
 On Behalf of (Name of the Bidder)  
 Signature of the Authorized Person  
 Name of the Authorized Person  
 Designation of the Authorized Person  
 Note: Paragraphs in square parenthesis may be omitted, if not applicable.

Signature of Tenderer



Executive Engineer

**Form 2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**  
**(On Non - judicial stamp paper of Rs 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Applicant).....do hereby constitute, appoint and authorize Mr. / Ms. R/o (name and address of residence)..... who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the submission of bid in response to the Request for Proposal dated [ ] issued by Pune Metropolitan Region Development Authority, ("Tender") for the "-----"  
 --(as defined under the Tender), including signing and submission of all documents and providing information / responses to PMRDA representing us in all matters in connection with our bid for the said Project.

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

For

(Signature)

(Name, Title and Address of the Bidder)

I Accept

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s).

Signature of Tenderer



Executive Engineer

**Form 3: FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**(On the letter head of the Bidder)**

**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Proposal in response to the Request for Proposal Dated [ ] issued by Pune Metropolitan Region Development Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this            Day of 2020

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Signature of Tenderer



Executive Engineer

**Form 4: FORMAT FOR PROJECT UNDERTAKING****(On the Letterhead of the Bidder)****PROJECT UNDERTAKING****Date:****To:**

Chief Engineer  
 Pune Metropolitan Region Development Authority  
 Engineering – 3  
 3<sup>rd</sup> Floor, PCNTDA Building,  
 Near Akurdi Railway Station, Pune-411044  
 Email ID – [cewater3@gmail.com](mailto:cewater3@gmail.com)

Re: Setting up a 50 MTPD mixed waste processing plant along with its operation and maintenance for a period of 10 years at Wagholi.

We have read and understood the Request for Proposal dated [ ] ("Tender") in respect of the captioned Project provided to us by PMRDA.

We hereby agree and undertake as under:

- 1 Any direct or indirect deviations from the terms of the Tender, if any in our Proposal, are hereby revoked unconditionally.
- 2 If the Project is awarded to us, complete technical details of the Project will be submitted to PMRDA or its nominated representative for evaluation, before actual implementation of the Project.
- 3 The Financial Proposal has been submitted strictly as per formats provided in Form 09 and Form 10 of the Tender.
- 4 If the Project is awarded to us, Setting up a 50 MTPD mixed waste processing plant along with its operation and maintenance for a period of 10 years at Wagholi stated in TENDER would be carried out by us.

Dated this        Day of 2020

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Signature of Tenderer



Executive Engineer

**Form 5:- Capability Statement**

\* It is mandatory for the bidder to fill this statement and the bidder must upload only those document that support this statement.

Tender Reference No : \_\_\_\_\_

Name of Work : \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Sr. No.	ELIGIBILITY CRITERIA	Details of Bidder	
1	The Bidder must be Sole proprietorship, registered partnership firm, public limited company and private limited company. The firm/company should be registered in India. No consortium is allowed.		
2	<p>The Bidder must have processed minimum quantity of 21,900 MT mixed municipal solid waste from one plant in preceding three years (2016-19) in any Municipal Corporation.</p> <p>OR</p> <p>The Bidder must have work experience in waste processing of minimum of 40 MTPD of mixed waste processing for an uninterrupted period not less than 1 year in preceding 3 years (2016-19) in any Municipal Corporation.</p>		
3	Records depicting scientific production of finished products furnished by the Head of Department or Executive Engineer or equivalent officer of the Municipal Corporation.		
4	The Bidder must have sold minimum of 1000 MT of RDF in one year in preceding three years (2016-19)		
5	The Bidder should have a cumulative turnover of INR 1.5 crore for last 3 financial years	2016-17	
		2017-18	

Signature of Tenderer



Executive Engineer

	(2016-17, 2017-18, 2018-19)	2018-19	
		Cumulative	
6	Affidavit of not being blacklisted.		
7	Address Proof/Id. Proof of individual/ partners/ directors.		

Signature of Tenderer



Executive Engineer

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**Form 6: BIDDERS DETAILS****1 Details of the bidder**

- a) Name
- b) Country of incorporation/registration
- c) Address of the corporate headquarters and its branch office(s) in India, if any
- d) Date of incorporation/registration and/or commencement of business
- 2 Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project.
- 3 Details of individual (s) who will serve as the point of contact/ communication for the Authority within the Company:

- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Telephone:
- f) E-mail address:
- g) Fax:
- h) Mobile :

**4 Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:**

- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Telephone:
- f) E-mail address:
- g) Fax:
- h) Mobile:

5 A statement by the Bidder (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years is given below (Attach extra sheets, if necessary)

**6 The Bidder should also furnish:**

- a) Duly certified copy of partnership deed and registration certificate in case of partnership firm and deed for article of association in case of company.
- b) The bidder will have to submit their Id proof of self, partners, Directors etc. as the case may be.

Signature of Tenderer



Executive Engineer

- c) The bidder should submit the notarized affidavit that the bidder/firm has not been blacklisted any state/central government department/ organization. The e-bid of blacklisted contractor or not submitting the required affidavit shall be rejected.

**Form 7: Bidder's "Eligible Experience" as per technical criteria specified in the tender document**

[The following table shall be filled in for contracts performed by the Bidder]

Bidders Name: [insert full name]

Date: [insert] day, month, year]

Project No. [insert number]	Information	
Project Identification	[insert Project name and number, if applicable]	
Award date	[insert day, month, year, e.g. 10 June, 2013]	
Date of Commissioning	[insert day, month, year, e.g. 10 June, 2013]	
Completion date	[insert day, month, year, e.g. 10 June, 2013]	
Project Scope	[insert Project details and scope of works]	
Role in Contract [check the appropriate box]	<input type="checkbox"/> Sole Developer	<input type="checkbox"/> JV Partner
Total Project Amount	[insert total Project amount in local currency]	[insert total Project amount multiplied by partnership percentage in INR equivalent]
Employer/ Client's Name:	[insert full name]	
Address:	[indicate street / number / town or city / country]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail:	[insert e-mail address, if available]	
Project Completion certificate from client/Employer/Developer	[insert whether attached or not]	

Attached, completion certificates and work orders for the project claiming experience

Signature of Tenderer



Executive Engineer

**Form 7 A: Details of Key Personnel to be deployed for the Project**  
*(Use separate Sheet for each key personnel as specified in the qualification criteria)*

Name of Bidder Company	
Proposed Position	
<b>Key Personnel Information</b>	
1.Name 2.Date of Birth 3.Contact Number 4.Professional Qualification 5.Current Designation 6.Years worked with present employer	
Experience Summary Relevant to this Project	
Name of Company Position Role Duration of experience	

Signature of Tenderer



Executive Engineer

**Form 8: Financial Capability Details**

Bidders should submit their financial details as per the following format. Also, bidder shall submit their last three years audited annual statement with their technical proposal.

**Annexure: Annual Turnover, Net Worth and Profitability Statement**

This is to certify that the annual turnover, net worth & profit statement of M/s .....  
having registered office at .....  
.....for last three years is as below:

#	Financial year	Name of the Bidder	Turnover (INR crore)	Net worth (INR crore)	Profit after tax (INR crore)
1.	2016-17				
2.	2017-18				
3.	2018-19				

Authorized Signatory  
(Name & Designation of Authorized Signatory)

Signature & Seal of Chartered Accountant:

Date:

Signature of Tenderer

AD

Executive Engineer

**Form 9: FORMAT FOR CLARIFICATIONS /AMENDMENTS ON THE TENDER**

Sl. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

..... Name of the Bidder  
 ..... Signature of the Authorized Person  
 ..... Name of the Authorized Person

Note: This format shall be used for submission of requests for clarifications/amendments on the draft TENDER.

**FORM 10: SALABLE FORM FOR TENDER INVITED**

Job \_\_\_\_\_ No.

The required fee of tender form has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

**DETAILS OF ERNEST MONEY ATTACHED**

The required amount of Earnest money has been deposited in \_\_\_\_\_ Bank A/c No. \_\_\_\_\_ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

CONTRACTOR

Signature of Tenderer



Executive Engineer



**Form 12: FINANCIAL PROPOSAL**

Sr. No.	Item Description	Quantity	Amount in Rs.
1	Phase 1: Civil Work	as mentioned in Form 12 A	
2	Phase 1: Electro-Mechanical Work	as mentioned in Form 12 B	
3	Phase 2: Operation and Maintenance Cost 1 <sup>st</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.1	Phase 2: Operation and Maintenance Cost 2 <sup>nd</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.2	Phase 2: Operation and Maintenance Cost 3 <sup>rd</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.3	Phase 2: Operation and Maintenance Cost 4 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.4	Phase 2: Operation and Maintenance Cost 5 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.5	Phase 2: Operation and Maintenance Cost 6 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.6	Phase 2: Operation and Maintenance Cost 7 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.7	Phase 2: Operation and Maintenance Cost 8 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.8	Phase 2: Operation and Maintenance Cost 9 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
3.9	Phase 2: Operation and Maintenance Cost 10 <sup>th</sup> Year Total Amount = (Rate per MT * 50 * 365)		
<b>Total cost for Phase I + Phase II</b>			

Note: - 1. Per unit rate must be inclusive of all Taxes & Duties

Signature of Tenderer



Executive Engineer

**Form -12A**

Civil Work		
Sr.No	Description	Rate
1	Shed for 5.1.1.1.1 Machinery 5.1.1.1.2 Input Waste storage 5.1.1.1.3 By product storage (Not less than 2000 sq.metre)	
2	Concrete Ramp at Entrance (min 60 sq.metre)	
3	Compound wall (min 250 metre)	
5	Office Room with toilet (min 25 sq.metre)	
6	Weigh bridge civil work and monitoring room (min 10 sq.metre)	
7	Recreational room for Labor with toilets (min 25 sq.metre)	
12	Any other work complying Scope of work	
	Total	

Signature of Tenderer



Executive Engineer

**Form -12B**

<b>Electro-Mechanical Work</b>						
<b>Sr. No.</b>	<b>Activity</b>	<b>Equipment</b>	<b>Specification</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total Amount in Rs.</b>
1	Material Handling					
2	Screening					
3	Size Reduction					
4	Density Separation					
5	Metal Detection					
6	Any other activity to be accomplished complying with scope of work					
7.	Weighing Bridge 50 MT					
<b>Total cost</b>						

Signature of Tenderer



Executive Engineer

## 6. Standard Conditions

### 1. GENERAL PROVISIONS

#### 1.1. Governing law and jurisdiction

- 1.1.1. These standard conditions shall be governed by and construed in accordance with the laws of India. The Courts in Pune shall have the exclusive jurisdiction to entertain and decide any petition, application, suit etc. pertaining to the present project and any subject thereof.

#### 1.2. Notices

- 1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- 1.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

#### 1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by PMRDA or Gram Panchayat, Wagholi or the Contractor may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

#### 1.4. Taxes and Duties

The Contractor and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

However, In case of any new tax after the bid submission date, then same shall be reimbursed by PMRDA as per the actuals.

#### 1.5. Fraud and Corruption

- 1.5.1. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 1.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 1.5.3. "collusive practices" means a scheme or arrangement between the Contractor, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;

Signature of Tenderer



Executive Engineer

1.5.4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### 1.6. Measures to be taken

PMRDA will cancel the Contractor's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

#### 1.7. Limit of scope of work

PMRDA may limit scope of work to any stage / components and the payments shall be done up to that completion of services till that stage.

#### 1.8. Ownership

PMRDA shall have an absolute & exclusive right/title/interest in the land provided and the Contractor shall be user of such property solely for the purposes of this agreement. The use of land by the contractor does not imply of granting any title, right of ownership in any manner to the Contractor.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION, ARBITRATION AND TERMINATION OF CONTRACT

### 2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with PMRDA. The date the Contract comes into effect is defined as the Effective Date.

### 2.2. Commencement of Services

The Contractor shall begin the work from the date of issue of the LOI and should complete the construction work and make plant functional to the efficiency not less than 80% within not more than six months from the date LOI.

### 2.3. Expiration of Contract

Unless terminated earlier pursuant to clause 2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in TOR Document.

### 2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Signature of Tenderer



Executive Engineer

## 2.5. Force Majeure

- 2.5.1. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled for time extension for such period.

## 2.6. Termination

### 2.6.1. By PMRDA or Gram Panchayat, Wagholi

PMRDA or Gram Panchayat, Wagholi may terminate this Contract in case of the occurrence of any of the events of default as specified in paragraphs (i) through (xiii) except (viii) and (ix) of this Clause SC 2.6.1.

- i. If the Contractor fails to commence the processing of waste with the efficiency of 80% within the six months from the date of LOI.
- ii. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- iii. If any information provided by the Contractor in the Bid submission is found to be false later on.
- iv. If the Contractor creates any encumbrance on the Project Site/Project Facility in favor of any person.
- v. If the Contractor is not complying with applicable labor laws for the workers/staff deployed on the project.
- vi. If the Contractor becomes insolvent or bankrupt.
- vii. If the Contractor, in the judgment of PMRDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Signature of Tenderer



Executive Engineer

- viii. If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- ix. If PMRDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- x. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause SC 8.2 hereof.
- xi. The Contractor suspends or abandons the operations of the Project without prior consent of PMRDA, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) or on account of breach by PMRDA of its obligations under this agreement.
- xii. The Contractor suffers an attachment being levied on any of its assets causing a Material Adverse Effect on the Project and such attachment continues for a period exceeding 45 days.
- xiii. The Contractor has neglected or failed to perform regular and proper cleanliness of road(s), service lane(s), central verge(s) and footpath(s), as required under this agreement.

#### **Consequences in case of Termination in Event of Default by Contractor**

Without prejudice to any other right or remedy which PMRDA or Gram Panchayat, Wagholi may have in respect thereof under this Agreement, upon occurrence of an Event of Default, PMRDA or Gram Panchayat, Wagholi through Engineer in charge shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor, provided that before issuing the Termination Notice, PMRDA or Gram Panchayat, Wagholi shall by a notice in writing inform the Contractor of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure period), PMRDA or Gram Panchayat, Wagholi shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that:

- i) If the default is not cured within 30 (thirty) days of the Preliminary Notice, PMRDA shall be entitled to encash the Performance Security with a notice to the Contractor (Encashment Notice)
- ii) If the default is not cured within 30 (thirty) days of Encashment Notice and a fresh performance Security is not furnished within the same period, PMRDA or Gram Panchayat, Wagholi shall be entitled to issue the Termination Notice.

#### **2.6.2. By the Contractor**

The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to PMRDA and Gram Panchayat, Wagholi, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause SC 2.6.2:

Signature of Tenderer



Executive Engineer

- i. If PMRDA and Gram Panchayat, Wagholi fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause SC 8 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If PMRDA and Gram Panchayat, Wagholi fails to comply with any final decision reached as a result of arbitration pursuant to Clause SC 8.2 hereof.

### 2.7. Payment upon Termination

Upon termination of the Contract pursuant to Clauses SC 2.6.1 or 2.6.2, PMRDA or Gram Panchayat, Wagholi shall make the following payments to the Contractor: (a) payment pursuant to Clause SC 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (vii), and (x) through (xiii) of Clause SC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract and PMRDA shall have the right to seize contractor's equipment's/machines related to this project for at least 4 months or selection of new contractor whichever is lesser. Under no circumstances, contractor can take back /redeploy equipment's/machines/assets once deployed for this project without written approval to do so by PMRDA.

### 2.8. Payment upon Termination on Authority's Event of Default

Except for payments stated in (a) and (b) of Clause 2.7, if there is termination on account of PMRDA or Gram Panchayat, Wagholi's Event of Default, the Contractor shall be entitled to the payment of a sum equal to the "Book Value" of the Project facilities. For the purpose of this clause "book value" shall have to be certified by an independent valuer as mutually agreed by PMRDA and Gram Panchayat, Wagholi and the Contractor.

In this case, the machines will be the property of PMRDA after payment of "Book Value" is made to the Contractor.

## 3. OBLIGATIONS OF THE CONTRACTOR

### 3.1. General

The Contractor shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to PMRDA and Gram Panchayat, Wagholi, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third Parties.

### 3.2. Standard of Performance

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

Signature of Tenderer



Executive Engineer

### 3.3. Conflict of Interests

The Contractor shall hold PMRDA and Gram Panchayat, Wagholi's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 3.4. Theft of Machinery

In case of loss due to theft or damage to the assets; due to negligence of the bidder, the Contractor shall be responsible for making good the same immediately at its own cost with the same specifications as the lost machine within the 60 days.

### 3.5. Accident/Mishaps during Phase 1 and Phase 2

In case any accident or mishap happens, then it shall be the responsibility of the Contractor. Any claim if paid by PMRDA or Gram Panchayat, Wagholi shall be indemnified in full by the Contractor.

### 3.6. Prohibition of Conflicting Activities

The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### 3.7. Confidentiality

Except with the prior written consent of PMRDA and Gram Panchayat, Wagholi, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### 3.8. Contractor's Actions

- a. The contractor should neither place nor create nor permit any other person claiming through or under the CONTRACTOR to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the CONTRACTOR therein, save and except as expressly set forth in this Agreement
- b. The Contractor shall submit a plan to the PMRDA and Gram Panchayat, Wagholi regarding preventive maintenance of machines, replacement of consumables etc.
- c. The Contractor shall convey to PMRDA and Gram Panchayat, Wagholi in writing in case if any of the two of new machines are not operational due to break down.
- d. Ensure that Project Site I and facilities are not defaced by any kind of writings/posters

Signature of Tenderer



Executive Engineer

### 3.9. Reporting Obligations

The Contractor shall report to the concerned official designated, the relevant data regarding operations, on periodic basis as defined in this TENDER and as per the further discussions with the Authority.

### 3.10. Accounting, Inspection and Auditing

The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

### 3.11. Assignment or Subletting

The Contractor may not assign, transfer or encumber its interest in the Agreement, or any other right, privilege or license conferred by this Agreement, either in whole or in part, without prior consent of PMRDA. Furthermore, The Contractor may not sublet or encumber the Premises, or any part of it, without prior written consent of PMRDA. Any attempted assignment, transfer, encumbrance or sublease without the prior written consent of the Authority shall be voidable at Authority's discretion.

If The Contractor is a corporation, any dissolution, merger, consolidation, or any other reorganization of Contractor, or sale or other transfer of controlling percentage of capital stock of Contractor, or sale of more than 50% of the value of the assets of the Contractor, will be deemed as an Assignment subject to this Clause. The phrase "Controlling percentage" means the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Contractor's capital stock issued, outstanding and entitled to vote for the election of directors. This paragraph will not apply to corporations the stock of which is traded through an exchange over the counter.

### Ownership of Contractor-Installed Equipment

The Contractor shall hand over the land provided by PMRDA or Gram Panchayat, Wagholi for parking and workshop facilities back to the PMRDA or Gram Panchayat, Wagholi in good condition at the end of the contract period.

The machines deployed by the Contractor for the contract will remain with contractor after end of contract period except in case of termination of contract by default of PMRDA as stated in clause 2.8 of SC.

## 4. CONTRACTOR'S PERSONNEL

### 4.1. Description of Personnel

The Contractor shall employ and provide such skilled and experienced Personnel as are required to carry out the Services.

If PMRDA and Gram Panchayat, Wagholi, finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then The

Signature of Tenderer



Executive Engineer

Contractor shall, at PMRDA and Gram Panchayat, Wagholi's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to PMRDA and Gram Panchayat, Wagholi.

The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. OBLIGATIONS OF PMRDA and Gram Panchayat, Wagholi**

**5.1. Assistance and Exemptions**

PMRDA and Gram Panchayat, Wagholi shall use its best efforts to ensure that it shall provide the Contractor such assistance as reasonably required for the execution of the project.

**6. PAYMENTS TO THE CONTRACTOR**

**6.1. Contract Price**

The contract price will be payable in Indian Rupee.

**6.2. Terms and Conditions of Payment**

Payments will be made to the account of the Contractor and according to the payment schedule stated in the TOR Document.

**7. GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**8. SETTLEMENT OF DISPUTES**

**8.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2. Arbitration**

In case of any disputes raised between contractor and Executive Engineer/Engineer in charge during the course of contract regarding work, there shall be no provision for the appointment of an Arbitrator. The decision of the Metropolitan Commissioner & C.E.O, PMRDA Pune shall be held as valid and final. If the contractor files a case in appropriate court, the action of withdrawing the work and allotting it to any other agency shall be deemed to be continued as per the practice in vogue in the larger interest of implementation of work in time and as per original time schedule

**9. ADDITION AND ALTERATION**

9.1. The Contractor shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior

Signature of Tenderer



Executive Engineer

approval of the Metropolitan Commissioner, PMRDA or any other officer authorized by him, in writing.

**10. GENERAL**

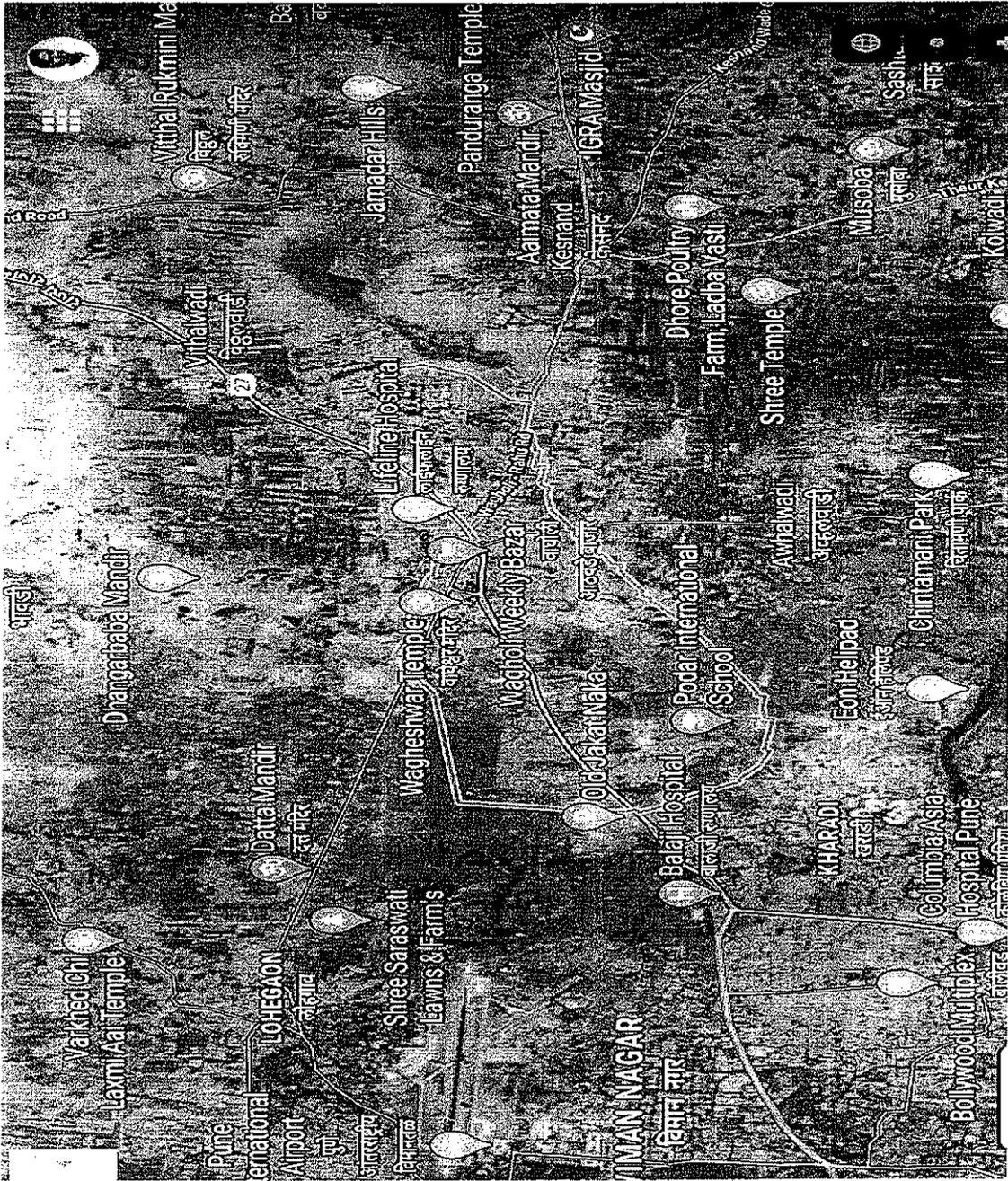
- 10.1. The Contractor shall be fully responsible for the cleanliness of the roads as per scope mentioned in the TENDER.
- 10.2. The appointment of PMRDA or Gram Panchayat, Wagholi's own supervisory staff, if any, does not absolve the Contractor of his responsibility of general supervision.
- 10.3. The Contractor hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against PMRDA in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
- 10.4. The Contractor shall indemnify and keep indemnified PMRDA and Gram Panchayat, Wagholi against any such claims and against all cost and expenses paid by PMRDA and Gram Panchayat, Wagholi in defending itself against such claims.
- 10.5. It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Contractor.

Signature of Tenderer



Executive Engineer

7. Drawing:



(END OF DOCUMENT)

Signature of Tenderer

Executive Engineer



पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे

पिंपरी-चिंचवड नवनगर विकास प्राधिकरण, आकुर्डी प्राधिकरण नविन प्रशासकीय इमारत, आकुर्डी रेल्वे स्टेशन  
जवळ, आकुर्डी, पुणे - ४११ ०४४. *Annexure-R-61*

**Pune Metropolitan Region Development Authority, Pune**  
PCNTDA, AkurdiPradhikaran New Administrative Building, Near Akurdi Railway Station,  
Akurdi, Pune - 411 044  
Phone No. : 020- 259 33 344 / 356 / 333/ Email: cewater3@gmail.com

**CORRIGENDUM**

**Notice of cancellation of E-Tender 57 for FY 2019-2020**

<b>Organisation Chain :</b>	Pune Metropolitan Region Development Authority, Pune
<b>Tender Title :</b>	Supply, Installation, Commissioning of 50 MTPD mixed waste processing plant at Wagholi and its operation & maintenance for a period of 10 years.
<b>Tender Ref No :</b>	57 for FY 2019-2020
<b>Tender ID :</b>	2020_PMRDA_564579_1

Above Mentioned E- Tender process is cancelled.

(O.N. approved by Hon. Commissioner)

*SM 07/12/2020*  
(Sanjay Mungilwar)  
Executive Engineer  
PMRDA, Pune

## Annexure - R - 7

स्वच्छ भारत अभियान(ग्रामीण)टप्पा २  
ग्रामपंचायतीमध्ये वैयक्तिक तसेच  
सार्वजनिक स्तरावर घनकचरा व  
सांडपाणी व्यवस्थापनाबाबत मार्गदर्शक  
सूचना.

### महाराष्ट्र शासन

पाणी पुरवठा व स्वच्छता विभाग

शासन परिपत्रक क्रमांक: स्वभामि २०२०/प्र.क्र.११६/पापु १६

मंत्रालय, ७ वा मजला, जी.टी. रूग्णालय संकुल,

लोकमान्य टिळक मार्ग, मुंबई- ४०० ००१.

दिनांक : २८ ऑक्टोबर, २०२०.

#### वाचा-

- १) शासन निर्णय क्रमांक: स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२, बाबत केंद्र शासनाच्या माहे जुलै २०२० च्या मार्गदर्शक सूचना.
- २) शासन निर्णय क्रमांक: स्वभामि २०१९/प्र.क्र.१४१/पापु १६, दिनांक १९ जुलै, २०१९.
- ३) शासन निर्णय क्रमांक: जजमि २०१९/प्र.क्र.१३८/पापु-१०(०७) दि.०४.०९.२०२०

ग्रामीण भागातील जीवनमानाचा दर्जा सुधारण्याच्या दृष्टीने, वैयक्तिक स्वच्छता, वैयक्तिक शौचालय, सार्वजनिक शौचालय, शाळा व अंगणवाडीमध्ये शौचालयाची सुविधा, घनकचरा व सांडपाणी व्यवस्थापन, इत्यादी घटकांची अंमलबजावणी केंद्र शासनाच्या मार्गदर्शक सूचनांनुसार स्वच्छ भारत अभियान (ग्रामीण) टप्पा-१ अंतर्गत करण्यात आली आहे. त्यानुसार राज्यातील ग्रामीण भागातील सर्व ग्रामपंचायती विहित प्रक्रियेद्वारे हागणदारीमुक्त करण्यात आल्या आहेत. वरील घटकांमध्ये शाश्वतता राखण्यासाठी संदर्भाधीन क्रमांक १ अन्वये स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ ची अंमलबजावणी करण्याच्या सूचना निर्गमित करण्यात आल्या आहेत.

केंद्र शासनाच्या संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांनुसार स्वच्छ भारत मिशन (ग्रामीण) टप्पा - २ अंतर्गत राज्याच्या ग्रामीण भागातील घनकचरा व सांडपाणी व्यवस्थापनाबाबत नवीन निकष व नविन मार्गदर्शक सूचना निर्गमित करणे आवश्यक आहे.

उपरोक्त नमूद केलेली वस्तुस्थिती विचारात घेता, संदर्भाधीन क्रमांक २ येथील, शासन निर्णयातील सूचना अधिक्रमित करून हागणदारीमुक्त झालेल्या ग्रामपंचायतीमध्ये वैयक्तिक तसेच

सार्वजनिक स्तरावर घनकचरा व सांडपाणी व्यवस्थापन प्रकल्प राबविणेबाबत पुढीलप्रमाणे सुचना देण्यात येत आहेत:-

घनकचरा व सांडपाणी व्यवस्थापन म्हणजे ग्रामीण भागातील घनकचरा व सांडपाणी एकत्र गोळा करून, त्याचे निश्चित केलेल्या ठिकाणी एकत्र विकेंद्रीत आणि केंद्रीत (सोयीनुसार) प्रक्रिया करणेकामी वहन करणे, पुर्नचक्रिकरण, शुद्धीकरण व दोन्ही कच-यांची शास्त्रोक्त पद्धतीने व्यवस्थापन करणे /विल्हेवाट लावणे होय. घनकचरा म्हणजे कोणत्याही मानवी समुदायात घरगुती, सार्वजनिक व व्यापारी कामकाजातून काही घनपदार्थ निरूपयोगी म्हणून बाजूला काढले जातात, प्रत्यक्षात ते पदार्थ उपयोगी असले तरी त्यावेळच्या विशिष्ट कामानंतर निरूपयोगी ठरतात. (मानवी तथा प्राण्यांच्या मलमुत्राशिवाय) सांडपाणी म्हणजे कोणत्याही मानवी समुदायात घरगुती, सार्वजनिक व व्यापारी कामकाजातून काही निरूपयोगी द्रवपदार्थ जसे स्नानगृहातील आंघोळीचे, कपडे धुतलेले पाणी, स्वयंपाक घरातील भांडी धुतलेले, हात धुतलेले अन्नकण मिश्रीत पाणी, औद्योगिक प्रक्रियेतून निर्माण झालेले पाणी [मलमुत्र विरहित सांडपाणी ( ग्रे वॉटर ) ], तसेच सेप्टिक टँक मधील वाहून जाणारे मलमिश्रीत पाणी व मानवी मुत्र [मलमुत्र मिश्रीत सांडपाणी ( सिवेज किंवा ब्लॅक वॉटर )].

२. या शासन परिपत्रकामध्ये नमूद केलेल्या विविध घटक व उपांगाचा अर्थ, केंद्र शासनाच्या जुलै, २०२० मध्ये निर्गमित केलेल्या सूचनांप्रमाणे घेण्यात यावा.

३. विषयाधीन घटकासाठी, लोकसंख्या आधारित अर्थसहाय्य अनुज्ञेय असून, केंद्र व राज्याच्या अर्थसहाय्याचा हिस्सा केन्द्र शासनाने लागू केलेल्या विविध बंधनकारक वजावटी कपात केल्यानंतर, ६०: ४० या प्रमाणात आहे. यामध्ये लाभार्थी ग्रामपंचायतीचा हिस्सा निरंक आहे. याकरिता अनुज्ञेय अनुदानाचा तपशिल परिशिष्टासोबतच्या प्रपत्र “ब” व “क” मध्ये नमूद करण्यात आला आहे.

३.१ केन्द्र शासनाने माहे जुलै, २०२० च्या मार्गदर्शक सूचनान्वये, या टप्प्यात घ्यावयाच्या काही कामाकरीता १५ वा वित्त आयोगाच्या ग्रामपंचायतीना मिळणारा निधी, नरेगा व इतर निधी स्रोतांच्या कृतीसंगमातून घ्यावयाचा आहे. लागू केलेले उपांगनिहाय / बाबवार वित्त स्रोत कृतिसंगम (Convergence) तपशिल परिशिष्टासोबतच्या विवरणपत्र “ड” मध्ये नमूद करण्यात आला आहे.

#### ४. गाव निवडीचे निकष:-

४.१ ग्राम स्तरीय उपांगासाठी निकष (घनकचरा व्यवस्थापन व ग्रे वॉटर मॅनेजमेन्ट):-

१) केंद्र शासनाच्या जुलै, २०२० च्या मार्गदर्शक सूचनांनुसार ग्रामपंचायत हागणदारीमुक्त म्हणून घोषित केलेली असावी व स्वच्छ भारत अभियान ग्रामीण टप्पा-२ मधील सदर प्रकल्प राबविण्यासाठी सदर गावाचा वार्षिक अंमलबजावणी आराखड्यामध्ये (AIP) समावेश असावा. सदर

गावाचा वार्षिक अंमलबजावणी आराखड्यामध्ये (AIP) समावेश असल्याची खातरजमा गटविकास अधिकारी यांनी करावी.

ii) नदी काठच्या वा जलाशयाच्या काठावरील गावांना प्रथम प्राधान्य द्यावे. तदनंतर मोठ्या लोकसंख्येच्या गावांना प्राधान्य द्यावे.

iii) प्रकल्प राबविण्यासाठी आराखड्यामध्ये नमूद केल्याप्रमाणे ग्रामपंचायतीकडे स्वतःच्या मालकीची वा शासकीय जागा असावी.

iv) केंद्र शासनाच्या मार्गदर्शक सूचनांनुसार निर्मित प्रकल्पाची दैनंदिन देखभाल व दुरुस्ती शाश्वतपणे करण्यात येईल तसेच त्याच्या देखभाल व दुरुस्तीसह अनुषंगिक खर्च, संबंधित ग्रामपंचायतीकडून स्वनिधीमधून करण्यात येईल, याबाबतच्या ठरावासह ग्रामपंचायतीने हमीपत्र उपलब्ध करून देणे. संबंधित गट विकास अधिकाऱ्यांने याबाबीची पूर्तता होईल याची खात्री करावी.

v) ग्रामपंचायतीने शाश्वत स्वच्छता आराखडा तयार करून, गट विकास अधिकारी, पंचायत समिती यांना सादर केलेला असावा व आराखड्यामधील (Sustainable Sanitation Plan) बाबींची पूर्तता होईल, याबाबतचे हमीपत्र ग्रामपंचायतीने द्यावे.

vi) ग्रामपंचायतीमधील ज्या गावासाठी, घनकचरा व सांडपाणी व्यवस्थापन प्रकल्प राबवावयाचा आहे, अशा गावामध्ये, मागील ५ वर्षांमध्ये, निर्मल भारत अभियान वा स्वच्छ भारत अभियान (ग्रामीण) या योजनांमधून, स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत अनुज्ञेय अनुदानाच्या मर्यादेपर्यंत प्रकल्प राबविण्यात आलेला नसावा.

**४.२ जिल्हा स्तरीय उपांगासाठी निकष (प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [ फिकल स्लज मॅनेजमेन्ट] व गोबरधन करीता) :-**

i) जिल्ह्यातील सर्व ग्रामपंचायती हागणदारीमुक्त म्हणून घोषित केलेल्या असाव्यात व सदर प्रकल्प राबविण्यासाठी सदर जिल्हा स्तरीय उपांगांचा वार्षिक अंमलबजावणी आराखड्यामध्ये (AIP) समावेश असावा.

ii) प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [फिकल स्लज मॅनेजमेन्ट] व गोबरधनसाठी प्रकल्प राबविण्यासाठी जिल्हापरिषदेकडे जिल्हा परिषदेच्या मालकीची वा शासकीय जागा असावी. ग्राम पंचायतीची जागा उपलब्ध असल्यास, प्रकल्पासाठी जागा देण्याबाबतचे, ग्राम पंचायतीचे हमीपत्र घ्यावे.

iii) केंद्र शासनाच्या मार्गदर्शक सूचनांनुसार, प्रकल्पाची दैनंदिन देखभाल व दुरुस्ती शाश्वतपणे करण्यात येईल व त्यांची देखभाल व दुरुस्तीसह अनुषंगिक खर्च, संबंधित जिल्हापरिषदेने

स्वनिधीमधून करण्यात येईल, याबाबतच्या ठरावासह जिल्हा परिषदेने हमीपत्र उपलब्ध करून देणे.

iv) जिल्हापरिषदेने प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [फिकल स्लज मॅनेजमेन्ट] व गोबरधनसाठी, मागील ५ वर्षांमध्ये, निर्मल भारत अभियान वा स्वच्छ भारत अभियान (ग्रामीण) या योजनांमधून, स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत अनुज्ञेय अनुदानाच्या मर्यादेपर्यंत प्रकल्प राबविण्यात आलेला नसावा. प्रकल्प राबविण्यात आला असल्यास व अनुदान मर्यादा शिल्लक असल्यास त्या मर्यादेतच या योजनेतून प्रकल्प घेता येईल.

#### ५. कार्यपध्दती:-

##### ५.१ ग्रामस्तरिय उपांगाकरीता (घनकचरा व्यवस्थापन व ग्रे वॉटर मॅनेजमेन्ट)

i) संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील परिच्छेद क्रमांक १४.१ मधील तरतुदीनुसार, राबवावयाच्या प्रकल्पाचा संबंधित ग्रामपंचायतीच्या तपशिलासह, लोकसहभागावर आधारित सन २०२०-२१ ते सन २०२४-२५ या कालावधीतील प्रत्येक वित्तीय वर्षाकरिता प्रचलित पद्धतीनुसार गावनिहाय आराखडा तयार करून, ग्रामपंचायतीने केन्द्र शासनाच्या आयएमआयएस या संकेतस्थळावर गावनिहाय आराखड्याची माहिती भरावी. (संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील परिच्छेद क्रमांक ९.१)

ii) उपरोक्त परिच्छेद ४.१ मध्ये नमूद निकषांची पूर्तता करणा-या ग्रामपंचायतीस, सोबतच्या विवरणपत्र-अ प्रमाणे ग्रामसभेच्या विहित ठरावासह, गट विकास अधिकारी, पंचायत समिती, यांचेकडे गावनिहाय स्वतंत्र अर्ज करता येईल. स्वच्छ भारत अभियान (ग्रा.) टप्पा-२ अंतर्गत अनुज्ञेय अनुदाना पेक्षा कमी रक्कमेची कामे पुर्ण केली असल्यास, फरकाच्या रक्कमेसाठी कामे करण्यास ग्रामपंचायतीना विवरणपत्र-अ प्रमाणे अर्ज करता येईल.

iii) संबंधित गट विकास अधिकारी, पंचायतसमिती यांनी प्राप्त अर्जांची वरील अनुक्रमेक ४.१ मध्ये नमूद केलेल्या निकषानुसार छाननी करावी व पात्र प्रस्तावाच्या अनुषंगाने, उप अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग, जिल्हा परिषद, यांनी कृतीसंगम (Convergence) निहाय निधीची विगतवारी नमूद करून, सविस्तर अंदाजपत्रके तयार करण्यात यावे.

iv) अंदाजपत्रक व आराखड्यास ग्रामसभेची मान्यता घेवून, ग्रामसभा ठरावासह प्रस्ताव, उप अभियंता, ग्रामीण पाणी पुरवठा, पंचायत समिती यांनी गट विकास अधिकारी, पंचायत समिती यांचेकडे सादर करावा. गट विकास अधिकारी, पंचायत समिती यांनी सादर प्रस्ताव तांत्रिक मान्यतेसाठी कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा विभाग, जिल्हा परिषद, यांना सादर करावेत. कार्यकारी अभियंता,

ग्रामीण पाणी पुरवठा विभाग, जिल्हा परिषद, यांनी प्रस्तावास तांत्रिक मान्यता देऊन, प्रस्ताव पुढील कार्यवाहीसाठी, उप मुख्य कार्यकारी अधिकारी जिल्हा परिषद, यांना सादर करावेत. उप मुख्य कार्यकारी अधिकारी यांनी जिल्हा स्तरावर प्राप्त झालेल्या प्रस्तावांची छाननी करून, पात्र प्रस्ताव प्रशासकीय मान्यतेकरिता मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांच्याकडे सादर करावेत. मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी तपासणीअंती प्रस्तावास प्रशासकीय मान्यता देण्याची कार्यवाही करावी.

v) मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी प्रकल्पासाठी अंदाजित खर्च, अतिरिक्त इतर स्रोताद्वारे उपलब्ध निधी, प्रकल्पांतर्गत करावयाच्या कामांचे थोडक्यात विवरण यासह, निधी मागणी प्रस्ताव, लेखाधिकारी, राज्य पाणी व स्वच्छता मिशन, बेलापूर यांच्याकडे पाठवावेत. निधी मागणी प्रस्तावात, जिल्हापरिषदांकडे स्वच्छ भारत अभियान (ग्रामीण) अंतर्गत शिल्लक असलेला निधी नमूद करावा.

vi) सदर प्रस्तावांची लेखाधिकारी, राज्य पाणी व स्वच्छता मिशन, बेलापूर यांनी छाननी करून, प्रस्ताव अभिप्रायासह शासनास (पाणी पुरवठा व स्वच्छता विभाग) सादर करावा. निधीची उपलब्धता विचारात घेवून, शासन स्तरावरून मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांना निधी वितरित करण्यात येईल. मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी त्यांच्या स्तरावरून, गट विकास अधिकारी, पंचायत समिती यांना निधी वितरित करावा. जिल्हापरिषदांकडे निधी उपलब्ध असला तरी शासनास नमूद माहितीसह प्रस्ताव सादर करणे आवश्यक आहे.

vii) उपरोक्तनुसार शासनाकडून मान्यता प्रदान केल्यानंतर, जिल्हा परिषद लेखा संहितेमधील विहित कार्यपद्धती अवलंबून कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा, जिल्हा परिषद यांनी निविदा प्रपत्र तयार करून, त्यास मान्यता प्रदान करून, शासकीय विहित पध्दती पाळून निविदा बोलावून व जिल्हा पाणी व स्वच्छता समितीची मान्यता घेऊन कार्यादेश द्यावेत व प्रकल्पाची कामे विहित कालमर्यादेमध्ये पूर्णत्वास न्यावीत. प्रगतीपथावरील कामांच्या गुणवत्तेच्या अनुषंगाने कामाचे मोजमाप पुस्तिकेमध्ये (Measurement Book) नोंद करावी. प्रकल्पाचे कार्यारंभ आदेश निर्गमित केल्यानंतर, प्रकल्प वित्तीय वर्षात पूर्ण करण्याची जबाबदारी, गट विकास अधिकारी, पंचायत समिती व उप अभियंता, ग्रामीण पाणी पुरवठा उप विभाग, जिल्हा परिषद यांची राहिल.

viii) मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी, मान्यता प्राप्त प्रकल्प, विहित कालावधीमध्ये कार्यान्वित होतील, यादृष्टीने प्रकल्पांचा जिल्हा पाणी व स्वच्छता समितीने त्रैमासिक आढावा घेवून, गटविकास अधिकारी यांच्या कामकाजावर नियंत्रण ठेवावे, सनियंत्रण करावे व प्रकल्पाची माहिती MIS वर नोंदविण्यात आली आहे याची खातरजमा करून प्रकल्पांच्या प्रगतीचा अहवाल, प्रत्येक महिन्यास पाणी पुरवठा व स्वच्छता विभागास सादर करावा

ix) प्रकल्प अंमलबजावणी दरम्यान कामाची तपासणी, त्रयस्थ यंत्रणा म्हणून, महाराष्ट्र जीवन प्राधिकरण, मीत्रा -नाशिक, नीरी-नागपूर, उन्नत महाराष्ट्र अभियानामध्ये सहभागी संस्था, शासकीय अभियांत्रिकी महाविद्यालय यांच्याकडून उपअभियंता, ग्रामीण पाणी पुरवठा, उप विभाग, जिल्हा परिषद यांनी करून घ्यावी व उपस्थित केलेल्या शेऱ्यांची पूर्तता करावी. त्रयस्थ यंत्रणाद्वारे करावयाच्या कामाच्या तपासणीसाठी, त्या कामाच्या प्रत्यक्ष किंमतीच्या रकमेच्या ०.५०% एवढी रक्कम तपासणी शुल्क म्हणून अनुज्ञेय राहिल. याकरिता आवश्यक तरतूद अंदाजपत्रकामध्ये अंतर्भूत करावी.

x) प्रकल्पांतर्गत झालेल्या कामाची आणि खर्चाची नोंद, जिल्ह्याच्या सनियंत्रण व मूल्यमापन तज्ञ (Monitoring & Evaluation Specialist) यांच्या सहाय्याने करावे. घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पाची माहिती, आर्थिक व भौतिक प्रगती, स्वच्छ भारत मिशन (ग्रा.) च्या IMIS ( INTEGRATED MANAGEMENT INFORMATION SYSTEM ) तसेच जलस्वराज्य प्रकल्प अंतर्गत तयार करण्यात आलेल्या Monitoring & Evaluation Software वर नोंदविण्याची जबाबदारी, घनकचरा व सांडपाणी सल्लागार यांची राहिल. याअनुषंगाने, घनकचरा व सांडपाणी सल्लागार यांना प्रकल्पासंदर्भात आवश्यक माहिती (DATA) उपलब्ध करून देण्याची जबाबदारी, उप अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग, जिल्हा परिषद यांची राहिल.

xi) प्रकल्प कामांच्या उपांगांचा जमा खर्च व त्यानुसार उपयोगिता प्रमाणपत्र (Utilisation Certificate) लेखाधिकारी, राज्य पाणी व स्वच्छता मिशन, बेलापूर यांचेकडे सादर करण्याची जबाबदारी जिल्हा पाणी व स्वच्छता समिती अंतर्गत लेखाधिकारी, जिल्हा परिषद यांची राहिल.

xii) संदर्भाधीन क्रमांक १ येथील केंद्र शासनाच्या माहे जुलै, २०२० च्या मार्गदर्शक सूचनांतील निर्देशानुसार, घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पांतर्गत सार्वजनिक स्तरावर गावासाठी कार्यान्वित करण्यात आलेल्या, विविध उपांगाचे जिल्ह्याच्या सनियंत्रण व मूल्यमापन तथा माहिती व्यवस्थापन प्रणाली तज्ञ यांनी, उप मुख्य कार्यकारी अधिकारी, ( पाणी व स्वच्छता ) जिल्हा परिषद यांच्या मान्यतेने, SBM PHASE II मोबाईल ॲप्लिकेशन द्वारे GEO-TAGGING करावे. GEO--TAGGING केल्यानंतरच या प्रकल्पाकरिता अनुज्ञेय असलेल्या निधीपैकी शिल्लक असलेल्या निधीचे भूगतान करण्यात यावे. या प्रक्रियेत स्वच्छाग्रहीना आवश्यक प्रशिक्षण देवून, सहभागी करण्यात यावे.

xiii) प्रकल्प पूर्ण झाल्यावर, उपांगनिहाय सविस्तर माहितीदर्शक फलक गावाच्या दर्शनी भागात तसेच प्रकल्प पूर्ण केलेल्या ठिकाणी लावावेत. सदर फलकांचे SBM PHASE II मोबाईल ॲप्लिकेशन द्वारे GEO TAGGING करण्यात यावे.

xiv) प्रत्यक्षात करण्यात आलेल्या कामांची अदायगी करण्यासाठीची देयके, संबंधित उप अभियंता, ग्रामीण पाणी पुरवठा विभाग, उप विभाग, जिल्हा परिषद यांनी, गट विकास अधिकारी, पंचायत समिती

यांच्याकडे सादर करावीत. त्यानुसार गट विकास अधिकारी, पंचायत समिती यांनी संबंधित ग्रामपंचायतीस निधी वितरित करावा.

xv) प्रकल्पाची कामे समाधानकारक पुर्ण झाल्याबाबत, उप अभियंता, ग्रामीण पाणी पुरवठा विभाग, उप विभाग, जिल्हा परिषद यांनी, प्रमाणपत्र सादर केल्यानंतर, मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी, प्रकल्प संबंधित ग्रामपंचायतीस हस्तांतरीत करण्याबाबतचे आदेश तात्काळ निर्गमित करावेत. हस्तांतरीत प्रकल्पांची देखभाल दुरुस्ती व चालवण्याची जबाबदारी ग्रामपंचायतीची राहिल.

५.२ जिल्हास्तरिय उपांगाकरीता (प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [फिकल स्लज मॅनेजमेन्ट] व गोबरधन)

i) येथे उपरोक्त परिच्छेद- ५.१ (i) येथील संबंधित तरतूदी लागू राहतील.

ii) जिल्ह्यातील कचऱ्याची उपलब्धता, गौशाळा तथा शेती उत्पादनातील व अन्य प्रक्रियायोग्य कचरा लक्षात घेवून, प्लास्टिक वेस्ट साठी (तालुका स्तरीय प्लांट) व गोबरधन तथा फिकलस्लज मॅनेजमेन्ट साठी (जिल्हा स्तरिय प्रक्रिया प्लाटची) उभारणी, केन्द्र शासनाचे मार्गदर्शक सूचनेनुसार प्रस्तावित करून, त्याची अमलबजावणी करावी. स्वच्छ भारत मिशन (ग्रा.) टप्पा-२ अंतर्गत अनुज्ञेय अनुदाना पेक्षा कमी रक्कमेची कामे, जिल्ह्यामध्ये स्वच्छ भारत मिशन (ग्रा) अंतर्गत पुर्ण केली असल्यास, फरकाच्या रक्कमेसाठी कामे प्रस्तावित करता येईल.

iii) a) उप अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग (मुख्यालय) जिल्हा परिषद, यांच्या तांत्रिक सल्ल्यानुसार, मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी मैला व्यवस्थापन [Fecal Sludge Management] व गोबरधन अंमलबजावणीसाठी जिल्हास्तरीय प्लांट प्रस्तावित करून, त्याची अंमलबजावणी केन्द्र शासनाच्या मार्गदर्शक सूचनेनुसार करावी. उप अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग (मुख्यालय) जिल्हा परिषद, यांनी कृतीसंगम (Convergence) निहाय निधीची विगतवारी नमूद करून, सविस्तर अंदाजपत्रके तयार करावीत.

iii) b) उप अभियंता, प्लास्टिक वेस्ट मॅनेजमेंट करीता तालुक्यास्तरीय एकत्रिकरण व साठवण व्यवस्था करून, अनुषंगिक मनुष्यबळ (तालुकास्तरीय) नमूद करून एकत्रित प्लास्टिक कचरा केंद्र सरकारच्या संदर्भ-अधिक सुचनांनुसार पुर्नचक्रण, पुर्नवापर अथवा नष्ट करण्यादुष्टीने केंद्र सरकारच्या संदर्भिय सुचनांनुसार पुर्नचक्रण, पुर्नवापर अथवा नष्ट करण्यादुष्टीने प्रक्रिया/योजना प्रस्तावित करावी.

iv) अंदाजपत्रक व आराखडयास जिल्हा पाणी व स्वच्छता समितीची मान्यता घेवून, उप अभियंता, ग्रामीण पाणी पुरवठा, पंचायत समिती यांनी सादर प्रस्ताव तांत्रिक मान्यतेसाठी कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा विभाग, जिल्हा परिषद, यांना सादर करावेत. कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा विभाग, जिल्हा परिषद, यांनी प्रस्तावास तांत्रिक मान्यता देऊन, प्रस्ताव पुढील कार्यवाहीसाठी,

उप मुख्य कार्यकारी अधिकारी जिल्हा परिषद, यांना सादर करावेत. उप मुख्य कार्यकारी अधिकारी यांनी जिल्हा स्तरावर प्राप्त झालेल्या प्रस्तावांची छाननी करून, पात्र प्रस्ताव प्रशासकीय मान्यतेकरिता मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांच्याकडे सादर करावेत. मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी तपासणीअंती प्रस्तावास प्रशासकीय मान्यता देण्याची कार्यवाही करावी. प्रशासकीय मान्यताप्राप्त ग्रामपंचायतीचे नाव, ग्रामपंचायतीमधील लोकसंख्या, घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पासाठी अंदाजित खर्च, अतिरिक्त इतर स्रोताद्वारे उपलब्ध निधी, प्रकल्पांतर्गत करावयाच्या कामांचे थोडक्यात विवरण यासह, निधी मागणी नोंदविण्यासाठी एकत्रित प्रस्ताव, लेखाधिकारी, राज्य पाणी व स्वच्छता मिशन, बेलापूर यांच्याकडे सादर करावेत. लेखाधिकारी, राज्य पाणी व स्वच्छता मिशन, बेलापूर यांनी सादरहू प्रस्तावांची छाननी करून, त्यांच्या अभिप्रायासह, प्रस्ताव पाणी पुरवठा व स्वच्छता विभागाकडे सादर करावा. जिल्हा परिषदांकडे स्वच्छ भारत अभियान (ग्रामीण) अंतर्गत निधी शिल्लक असला तरी, उपरोक्तनुसार प्रस्ताव शासनास सादर करणे आवश्यक आहे. शासनास प्रस्ताव प्राप्त झाल्यानंतर, निधीची उपलब्धता विचारात घेवून, मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांना थेट शासन स्तरावरून निधी वितरित करण्यात येईल.

मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी मंजूर केलेले प्रकल्प, विहित कालावधीमध्ये कार्यान्वित होतील, यादृष्टीने प्रकल्पांचा मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी वेळोवेळी आढावा घेवून, सन्निधत्रण करावे. तसेच, प्रकल्पांच्या प्रगतीचा अहवाल, पाणी पुरवठा व स्वच्छता विभागास सादर करावा.

उपरोक्तनुसार शासनाकडून मान्यता प्रदान केल्यानंतर, जिल्हा परिषद लेखा संहितेमधील विहित कार्यपद्धती अवलंबून, कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग (मुख्यालय) जिल्हा परिषद, यांनी निविदा प्रपत्र तयार करून, त्यास जिल्हा पाणी व स्वच्छता समितीची घेऊन मान्यता प्रदान करून, प्रकल्पाची कामे विहित कालमर्यादेमध्ये पूर्णत्वास न्यावीत व प्रगतीपथावरील कामांच्या गुणवत्तेच्या अनुषंगाने, कामांची मोजमाप पुस्तिकेमध्ये (MEASUREMENT BOOK) नोंद करावी. प्रकल्पाचे कार्यारंभ आदेश निर्गमित केल्यानंतर, प्रकल्प वित्तीय वर्षात पूर्ण करण्याची जबाबदारी, मुख्य कार्यकारी अधिकारी, जिल्हा परिषद व कार्यकारी अभियंता, ग्रामीण पाणी पुरवठा, उप विभाग (मुख्यालय) जिल्हा परिषद यांची राहिल. कोणत्याही परिस्थितीत कामाचे तुकडे न पाडता अंदाजपत्रकिय किंमतीच्या अनुषंगाने स्वभामि-२ व कृतिसंगमाच्या तरतुदींच्या अनुज्ञेयतेची, निधी उपलब्धतेची खातरजमा करावी व त्यानंतरच प्रस्तावानां मान्यता प्रदान करावी जेणेकरून निधी उपलब्धते अभावी प्रस्तावित कामे अपूर्ण राहणार नाहीत.

v) प्रत्यक्षात करण्यात आलेल्या कामांची अदायगी करण्यासाठीची देयके, संबंधित उप अभियंता, ग्रामीण पुरवठा उप विभाग, (मुख्यालय) उप विभाग, जिल्हा परिषद, यांनी कार्यकारी अभियंता, ग्रामीण पुरवठा विभाग जिल्हा परिषद यांच्याकडे सादर करावीत. त्यानुसार कार्यकारी अभियंता, ग्रामीण पुरवठा विभाग, जिल्हा परिषद यांनी संबंधित यंत्रणाना निधी अदायगी करावी.

vi) प्रकल्पाची कामे समाधानकारक पुर्ण झाल्याबाबत, उप अभियंता, ग्रामीण पुरवठा उप विभाग (मुख्यालय), जिल्हा परिषद, यांनी प्रमाणपत्र सादर केल्यानंतर, प्रकल्पाची दैनंदिन देखभाल व दुरुस्ती गट विकास अधिकारी, पंचायत समिती यांच्या मान्यतेने करावी.

vii) उपरोक्त क्रमांक ५.१.v ते ५.१.xiii येथे नमूद केलेले मुद्दे, जिल्हा स्तरिय कार्यपद्धतीकरिता लागू राहतील.

#### ६.१ घनकचरा व सांडपाणी व्यवस्थापन- ठळक वैशिष्ट्ये:-

i) प्रकल्पांचे परिक्षण, विकास व अंमलबजावणी करण्यासाठी, जिल्हा स्तरावरनिवड झालेल्या व्यावसायिक संस्था/स्वयंसेवी संस्था यांचे सहाय्य घेता येईल. जिल्हा परिषदेने त्यांच्या गरजेनुसार, एक्सप्रेसन ऑफ इंटरेस्ट पद्धतीने जिल्ह्यासाठी व्यावसायिक संस्था/स्वयंसेवी संस्था यांचे एम्प्लॉयमेंट करावे. एम्प्लॉयमेंट व्यावसायिक संस्था/स्वयंसेवी संस्था यांनी सर्वेक्षण करणे, अंदाजपत्रकीय प्रस्ताव तयार करणे, आराखडे तयार करणे, पर्यवेक्षण करणे व तांत्रिक सल्ला/सहाय्य प्रदान करणे याबाबीकरिता, ग्रामस्तरिय घनकचरा व सांडपाणी व्यवस्थापनाकरिता तसेच जिल्हा स्तरिय प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन[फिकल स्लज मॅनेजमेन्ट] व गोबरधनकरिता प्रत्येकी अनुज्ञेय असलेल्या निधीच्या ५% किंवा रूपये १,००,०००/- (रूपये एक लक्ष फक्त) यापैकी जी कमी असेल त्या रकमेच्या मर्यादेपर्यंत, [ तथापि सदरची रक्कम रूपये १,००,०००/- (रूपये एक लक्ष फक्त) पेक्षा जास्त नसावी ] व्यावसायिक संस्था/स्वयंसेवी संस्था यांना शुल्क म्हणून अनुज्ञेय राहिल. (संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील परिच्छेद क्रमांक १५.२० नुसार) उपरोक्त ५% किंवा रूपये १,००,०००/- (रूपये १.०० लक्ष फक्त) यापैकी जे कमी असेल त्या रकमेची तरतूद, प्रकल्पाच्या अंदाजपत्रकामध्ये अंतर्भूत करावी. सदर रक्कम अंदाजपत्रकामध्ये समाविष्ट नसल्यास, रक्कम अनुज्ञेय असणार नाही.

घनकचरा, सांडपाणी, प्लास्टिक, गोबरधन व मल व्यवस्थापन याकरीता वापरावयाची तंत्रज्ञाने याबाबत विवेचन व करावयाची कामे या संदर्भातील उल्लेख, संदर्भ क्रं १ येथील मार्गदर्शक सूचनांमध्ये करण्यात आला आहे, त्याचे तंतोतंत पालन करावे.

ii) जिल्हा स्तरावरील जिल्हा पाणी व स्वच्छता कक्षाने, उप मुख्य कार्यकारी अधिकारी यांच्या मार्गदर्शनाखाली, जिल्हा वार्षिक कृती आराखड्यातील (District AAP-Annual Action Plan) बाबी लक्षात घेवून, क्षमता बांधणी आराखडा तयार करावा. क्षमता बांधणी आराखड्याची जिल्हा स्तरावर

अंमलबजावणी करण्याची तसेच प्रशिक्षण देण्याची जबाबदारी जिल्हा परिषदेमधील मनुष्यबळविकास सल्लागार, घनकचरा व सांडपाणी व्यवस्थापन सल्लागार यांची राहिल. यासर्व बाबींचे सनियंत्रण करण्याची व राज्यस्तरीय प्रशिक्षण देण्याची जबाबदारी, प्रकल्प संचालक (स्वच्छ भारत मिशन) राज्य पाणी व स्वच्छता मिशन, बेलापूर यांची राहिल. सदरचे प्रशिक्षण, ग्रामीण पाणी पुरवठा कक्षाचे, उप अभियंता/शाखा अभियंता/ कनिष्ठ अभियंता, विस्तार अधिकारी (पंचायत), सरपंच/उपसरपंच/ ग्रामसेवक/ग्रामपंचायत सदस्य/ग्रामस्तरीय पाणी पुरवठा व स्वच्छता समितीचे सदस्य/ ग्रामपंचायतीचे पाणी पुरवठा कर्मचारी/ सफाई कर्मचारी, स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत, कार्यरत असणारे सर्व सल्लागार तसेच स्वच्छाग्रही/जलसुरक्षक यांना देण्यात यावे. याकरिता येणारा खर्च, स्वच्छ भारत अभियान (ग्रामीण) अंतर्गत मनुष्यबळ विकास संसाधन (HRD-HUMAN RESOURCE DEVELOPMENT) या लेखाशिर्षाखाली मंजूर असलेल्या निधीमधून करण्यात यावा. (संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील परिच्छेद क्रमांक १५.१).

iii) प्रशिक्षणामध्ये, ग्रामपंचायतीमधील शाश्वत स्वच्छता आराखडा व लोकसहभागीय पध्दतीने कृती आराखडा तयार करणे, नवीन कुटुंबाला शौचालये उपलब्ध राहतील या अनुषंगाने करावयाची कार्यवाही, सामायिक शौचालय, शौचालयाची देखभाल दुरुस्ती घनकचरा व सांडपाणी व्यवस्थापन, संत गाडगेबाबा ग्राम स्वच्छता अभियान, घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पांतर्गत जबाबदाऱ्या व कर्तव्ये, प्रकल्पाची प्रभावी अंमलबजावणी, प्रकल्पासंबंधी तांत्रिक बाबींचे मार्गदर्शन, प्रकल्पाची शाश्वत देखभाल व दुरुस्ती, या मुद्द्यांचा समावेश असावा.

iv) या प्रकल्पाच्या अनुषंगाने जनजागृती करावयाच्या माहिती व प्रचार प्रसिद्धी कार्यक्रमांमध्ये संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील नमूद मुद्द्यांचा अंतर्भाव असावा. यासर्व बाबींचे सनियंत्रण करण्याची जबाबदारी राज्य पाणी व स्वच्छता मिशन, बेलापूर यांची राहिल. घनकचरा व सांडपाणी व्यवस्थापनाच्या जनजागृती, प्रचार व प्रसिद्धी साठी येणारा खर्च स्वच्छ भारत अभियान (ग्रामीण) अंतर्गत माहिती, शिक्षण व संवाद (Information Education & Communication) या लेखाशिर्षाखाली मंजूर असलेल्या निधीमधून करावा. (संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सूचनांमधील परिच्छेद क्र. १.१)

#### ६.२ प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [फिकल स्लज मॅनेजमेन्ट] व गोबरधन:-

प्लास्टिक, गोबरधन व मल व्यवस्थापन याकरीता वापरावयाची तंत्रज्ञाने याबाबत विवेचन व करावयाची कामे या संदर्भातील उल्लेख, संदर्भ क्रं १ येथील मार्गदर्शक सूचनांमध्ये करण्यात आला आहे. त्याचे तंतोतंत पालन करावे.

जिल्हयासाठी जिल्हयाच्या भौगोलिक परिस्थितीनुरूप घनकचरा, सांडपाणी, प्लास्टिक वेस्ट मॅनेजमेन्ट, मैला व्यवस्थापन [फिकल स्लज मॅनेजमेन्ट] व गोबरधनसाठी वापरावयाच्या विविध

तंत्रज्ञाना बाबत, केन्द्र शासनाने मार्गदर्शक सुचनानुसार दिलेल्या सुचनेनुसार, जिल्हयास किफायतशीर तथा दैनंदिन देखभालीस किमान खर्चाचे विविध तंत्रज्ञानांचा वापरण्यास मुभा असेल.

७. अंदाजपत्रक आराखडा :-

७.१ घनकचरा व सांडपाणी व्यवस्थापन :-

अ) सध्या अस्तित्वात असलेल्या घरगुती, वैयक्तिक अथवा सार्वजनिक अशा सर्व स्तरावरील उपाययोजना, प्रकल्प व्यवस्थापनासाठी, तंत्रज्ञान किमान खर्चाचे व दैनंदिन देखभाल दृष्टीने किमान खर्चिक असणारी तंत्रज्ञाने यांचा समावेश करताना, उप अभियंता, ग्रामीण पाणी पुरवठा, जिल्हा परिषद यांनी संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सुचना विचारात घेण्यात याव्यात. आराखडयामध्ये तंत्रज्ञाने प्रस्तावित करण्याकरिता, ग्रामपंचायतीचा शाश्वत स्वच्छता आराखडा, संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सुचनांमध्ये नमूद केलेली तंत्रज्ञाने, महाराष्ट्र शासनाच्या [www.maharashtra.gov.in](http://www.maharashtra.gov.in) या संकेतस्थळावर उपलब्ध असलेल्या पाणी पुरवठा व स्वच्छता विभाग आणि युनिसेफ, मुंबई यांनी वितरीत केलेल्या "लोकाधारीत घनकचरा व सांडपाणी व्यवस्थापन कार्यक्रमासाठी सहभागी नियोजन पुस्तिका" तसेच केंद्र शासनाच्या <https://jalshakti.ddws.gov.in> संकेतस्थळावर उपलब्ध असलेल्या SLWM Handbook/ Fecal Sludge Management/Grey Water Management/Black Water Management व इतर अनुषंगिक पुस्तके/ मार्गदर्शक सुचना, तसेच, <https://water.maharashtra.gov.in> व [www.wssso.in](http://www.wssso.in) या संकेतस्थळावर उपलब्ध असलेल्या डॉ. सु. वि. मापूस्कर यांचेद्वारा प्रकाशित घनकचरा व सांडपाणी व्यवस्थापन संदर्भातील पुस्तिकेचा आधार घेण्यात यावा.

स्वच्छ भारत अभियान (ग्रामीण) टप्पा २ मध्ये कुटुंबस्तरावरील उपाययोजना अनुज्ञेय नसल्या तरी, सदर उपाययोजना इतर कृतीसंगमातून (Convergence) घ्यावयाच्या असल्याने, त्यासाठी लागणा-या इतर स्रोतामधील उपलब्ध असलेल्या निधीची माहिती, अंदाजपत्रक आराखडयामध्ये नमूद करावी.

स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत घनकचरा वाहतुकीसाठी, मोटार वाहनाच्या (Motorised Vehicle) खरेदीबाबत अनुज्ञेयता नसल्याने, याबाबीचा समावेश अंदाजपत्रकामध्ये करण्यात येवू नये. मात्र तीन चाकी सायकलरिक्षा (TriCycle Rickshaw) वा बॅटरीवर चालणारी तीन चाकी सायकलरिक्षा (Batter Operated TriCycle Rickshaw) शासनाने निर्धारित केलेले खरेदी निकष पाळून व विहित पद्धती अनुसरून खरेदी करता येईल. याप्रमाणे स्वच्छ भारत मिशन (ग्रामीण) मधून सर्वसाधारणपणे २५०० लोकसंख्येकरिता एक तीन चाकी सायकलरिक्षा (Cycle Rickshaw) व

जास्तीत जास्त दोन तीन चाकी सायकलरिक्षा ( Cycle Rickshaw) गावासाठी खरेदी करता येतील. सदर तीन चाकी सायकलरिक्षा ( Cycle Rickshaw) चालविण्यासाठी चालकाची व्यवस्था ग्रामपंचायतीने स्वनिधीमधून करावी. गावाच्या लोकसंख्येच्या व्याप्तीकरिता उपांगनिहाय आवश्यक असेलेल्या बाबी अंदाजपत्रकामध्ये समाविष्ट कराव्यात. अंदाजपत्रके प्रचलित जिल्हा दरसूची (DSR-District Schedule Rate) नुसार तयार करावीत.

ब) संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सुचनांमध्ये विहित केलेल्या आर्थिक मर्यादेत, केंद्र शासन व राज्य शासनाच्या प्रमाणशीर हिस्स्यानुसार, पात्र ग्रामपंचायतीतील गावांकरिता निधी वितरण केले जाणार आहे. आर्थिक स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ मधील उपलब्ध मर्यादेपेक्षा जास्त असणा-या प्रकल्पासाठी, अतिरिक्त निधीची पूर्तता संबंधित ग्रामपंचायतीने वित्त आयोग किंवा CSR (Corporate Social Responsibility), नरेगा, खासदार स्थानिक विकास निधी ( MPLAD), आमदार स्थानिक विकास निधी (MLALAD), देणगी निधी (Donor Funding), इतर मंत्रालय व विभागांचे कार्यक्रम निधी ( Funding from programs of other Ministries and departments) इत्यादीद्वारे उपलब्ध असलेल्या निधीमधून करावी. ग्रामपंचायतीने उपलब्ध करून दिलेला, अन्य निधीचा-कृतीसंगम (Convergence) सविस्तर उल्लेख प्रस्तावात करावा.

क) ग्रामपंचायतीत करावयाच्या या कामांच्या नियोजनाच्या दृष्टीने घ्यावयाची माहिती, स्वच्छते अनुषंगिक बाबी निकष याबाबत माहिती एकत्रित करून त्या अनुषंगाने आराखडे व अंदाज तयार करणे आवश्यक आहे. याकरिता काही ग्रामपंचायतीतून केलेल्या अभ्यासावर आधारित नमुना सूचकपत्र (TEMPLATE) [www.wssso.in](http://www.wssso.in) या संकेतस्थळावर उपलब्ध करून देण्यात आली आहेत. ग्रामस्तरीय घनकचरा व सांडपाणी व्यवस्थापनासाठी गावाच्या आवश्यकतेनुसार, गावाच्या भौगोलिक स्थितीनुसार व वेळोवेळी निर्गमित केलेल्या सुचनांच्या आधारे प्रारूप आराखडे (TYPE ESTIMATE) प्रपत्रात आवश्यक ते बदल करून, आराखडा तयार करण्याची कार्यवाही करावी.

**७.२ प्लास्टिक वेस्ट मॅनेजमेन्ट ( तालुका स्तरिय), मैला व्यवस्थापन[फिकल स्लज मॅनेजमेन्ट] (जिल्हास्तरीय) व गोबरधन (जिल्हास्तरीय) :-**

जिल्ह्यात घ्यावयाच्या मैला व्यवस्थापनाच्या कामांचे नियोजन व व्यवस्थापन (जिल्हास्तरावरून आखणी व नियोजन) या धोरणात्मक बाबी ठरवून तालुक्यांना निर्देश देता येतील. सध्या अस्तित्वात असलेल्या घरगुती, वैयक्तिक अथवा सार्वजनिक अशा सर्वस्तरावरील उपाययोजना, प्रकल्प व्यवस्थापनासाठी, तंत्रज्ञान किमान खर्चाचे व दैनंदिन देखभाल दृष्टीने किमान खर्चिक असणारी तंत्रज्ञाने यांचा समावेश करताना, उप अभियंता, ग्रामीण पाणी पुरवठा, (उपविभाग) जिल्हा परिषद, यांनी संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सुचना विचारात घेण्यात याव्यात. आराखडयामध्ये तंत्रज्ञाने

प्रस्तावित करण्याकरिता, ग्रामपंचायतीचा शाश्वत स्वच्छता आराखडा, संदर्भाधीन क्रमांक १ येथील मार्गदर्शक सुचनांमध्ये नमूद केलेली तंत्रज्ञाने घेण्यात यावी. अंदाजपत्रके प्रचलित जिल्हा दरसूची (DSR-District Schedule Rate) नुसार तयार करावीत. तसेच, उपरोक्त क्रमांक ७.१.ब येथे नमूद केलेली बाब येथे लागू राहिल

सदर शासन निर्णय महाराष्ट्र शासनाच्या [www.maharashtra.gov.in](http://www.maharashtra.gov.in) या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०२०१०२७१७३११४८२२८ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

**ABHAY  
ARVIND  
MAHAJAN**

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DN: c=IN, st=Maharashtra,  
2.5.4.20=ee0cc78a4d6d0ac39354115f199293  
c0261ec37d188efb98aa1199092718e1,  
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street=MANTRALAYA,MUMBAI,  
serialNumber=55d314deeda5617272cbb9  
c7dc86d2871239af7aa362273942a413ce2a7d  
0, ou=WATER SUPPLY AND SANITATION,  
o=GOVERNMENT OF MAHARASHTRA,  
cn=ABHAY ARVIND MAHAJAN  
Date: 2020.10.29 12:09:42 +05'30'

(अभय महाजन)

सहसचिव, महाराष्ट्र शासन

प्रत,

१. मा.राज्यपाल यांचे सचिव.
२. मा.मुख्यमंत्री यांचे सचिव.
३. सर्व मा.मंत्री/ मा.राज्यमंत्री यांचे खाजगी सचिव.
४. विधानसभा व विधानपरिषद सदस्य.
५. मुख्य सचिव,मंत्रालय, मुंबई.
६. अपर मुख्य सचिव/प्रधान सचिव/सचिव सर्व,मंत्रालय, मुंबई.
७. सदस्य सचिव, महाराष्ट्र जीवन प्राधिकरण, मुंबई.
८. जिल्हा परिषद अध्यक्षा/अध्यक्ष ,सर्व.
९. सर्व विभागीय आयुक्त व जिल्हाधिकारी
- १०.महासंचालक, माहिती व जनसंपर्क महासंचालनालय, मंत्रालय, मुंबई.
- ११.सहसचिव,पाणी पुरवठा व स्वच्छता विभाग,मंत्रालय, मुंबई
- १२.संचालक, राज्य पाणी व स्वच्छता मिशन, बेलापूर, नवी मुंबई.
- १३.मुख्य कार्यकारी अधिकारी, जिल्हा परिषद सर्व.
- १४.उपायुक्त (विकास), सर्व.

१५. संचालक, निरी/संचालक, मीत्रा -नाशिक /संचालक, नीरी-नागपूर/संचालक, उन्नत महाराष्ट्र अभियान, सर्व शासकीय अभियांत्रिकी महाविद्यालय
१६. उप मुख्य कार्यकारी अधिकारी ( पाणी व स्वच्छता/पंचायत), जिल्हा परिषद सर्व, यांनी ह्या शासन निर्णयाच्या छायाप्रती प्रत्येक पंचायत समिती सभापती /उपसभापती व गट विकास अधिकारी यांना द्याव्यात व गट विकास अधिकारी यांनी प्रत्येक पंचायत समिती सदस्य, सरपंच व ग्राम विकास अधिकारी यांना द्याव्यात.
१७. उप अभियंता, ग्रामिण पाणी पुरवठा उप विभाग सर्व.
१८. पाणी पुरवठा व स्वच्छता विभागातील सर्व कार्यासने.
१९. संगणक समन्वयक, पाणी पुरवठा व स्वच्छता विभाग, यांनी सदरचा शासन निर्णय, पाणी पुरवठा व स्वच्छता विभाग, राज्य पाणी व स्वच्छता मिशन, बेलापूर व राज्य शासनाच्या संकेतस्थळावर अपलोड करावा तसेच वरील सर्वाना ई-मेलद्वारेही पाठवावा.
२०. निवडनस्ती, पापु-१६.

प्रपत्र अ

अर्जाचा नमुना

क्रमांक -----  
गावाचे नांव/ ग्रामपंचायत -  
पंचायत समिती -----,  
जिल्हा परिषद -----  
दिनांक -----

प्रति,

गट विकास अधिकारी,  
पंचायत समिती-----

**विषय :-** घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पासाठी स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत निधी मंजूर करण्याबाबत.

----- या गावासाठी, घनकचरा व सांडपाणी व्यवस्थापन प्रकल्पासाठी, स्वच्छ भारत अभियान (ग्रामीण) टप्पा-२ अंतर्गत प्रकल्पास मान्यता व निधी उपलब्धतेसाठी अर्ज करण्यात येत आहे.

२. प्रकल्पास मान्यता व निधी उपलब्धतेसाठी, पाणी पुरवठा व स्वच्छता विभाग, मंत्रालय शासन निर्णय क्रमांक:- स्वभामि-२०२०/प्र.क्र. /पापु-१६, दिनांक \_\_ २०२० सोबतच्या परिशिष्ट "ब" मध्ये निर्देशित केल्यानुसार, खालील बाबी प्रमाणित करण्यात येत आहेत:-

i) केंद्र शासनाच्या जुलै, २०२० च्या मार्गदर्शक सूचनांनुसार सदर ग्रामपंचायत हागणदारीमुक्त म्हणून घोषित झालेली आहे व सदर प्रकल्प राबविण्यासाठी या--- गावाचा वार्षिक अंमलबजावणी आराखड्यामध्ये (AIP) समावेश करण्यात आला आहे.

ii) हे - - - - - गाव नदी वा जलाशयाच्या काठावरील आहे/नाही.

iii) प्रकल्प राबविण्यासाठी आराखड्यामध्ये नमूद केल्याप्रमाणे ग्रामपंचायतीकडे स्वतःच्या मालकीची वा शासकीय जागा उपलब्ध आहे.

iv) केंद्र शासनाच्या मार्गदर्शक सूचनांनुसार, प्रकल्पाची दैनंदिन देखभाल व दुरुस्ती शाश्वतपणे करण्यात येईल व योजनेच्या देखभाल व दुरुस्तीसह अनुषंगिक खर्च, संबधित ग्रामपंचायतीने स्वनिधीमधून करण्यात येईल, याबाबतच्या ठरावासह हमीपत्र सोबत जोडले आहे.

v) - - - - - ग्रामपंचायतीने शाश्वत स्वच्छता आराखडा तयार करून, गट विकास अधिकारी, पंचायत समिती यांना सादर केला आहे व आराखड्यामधील (Sustainable Sanitation Plan) बाबींची पूर्तता होईल, याबाबतचे हमीपत्र सोबत जोडले आहे.

vi) या- - - - - गावामध्ये, मागील ५ वर्षांमध्ये, निर्मल भारत अभियान वा स्वच्छ भारत अभियान (ग्रामीण) या योजनांमधून, स्वच्छ भारत अभियान (ग्रामीण ) टप्पा-२ अंतर्गत अनुज्ञेय अनुदानाच्या मर्यादेपर्यंत प्रकल्प राबविण्यात आलेला नाही.

\* कृतिसंगमाचा निधी उपलब्ध होईल याची खतरजमा सरपंच ग्रामसेवक व गटविकास अधिकारी यांनी करावी.

स्वाक्षरी सरपंच ग्राम पंचायत

स्वाक्षरी ग्रामसेवक

उपरोक्त बाबींची ग्रामपंचायत अभिलेखानुसार तपासणी केली आहे.

विस्तार अधिकारी  
पंचायत समिती,-----

गट विकास अधिकारी  
पंचायत समिती,-----

प्रपत्र -ब  
घनकचरा व सांडपाणी व्यवस्थापन

ग्रामस्तरीय बाबीसाठी स्वामी (ग्रामीण) टप्पा-२ अंतर्गत अनुज्ञेय अनुदानाचे वित्तीय सहाय्य परिगणना तक्ता कोष्टक

अ.क्र.	तपशिल	लोकसंख्या मर्यादनुसार निश्चित केलेले अनुदान दर	केन्द्र मार्गदर्शक सूचना नुसार अनुज्ञेयता (जणगणना २०२१ लोकसंख्या x दर -१०००००) लक्ष *	कामाचा मंजूरी पोटी हिस्सा (मनरेगा इतर कृतीसंगमातून) रु. लक्ष	उर्वरित अनुज्ञेयता स्वामि ७०% व १५ वे वित्त आयोग ३०% (स्तंभ क्र. ४ - स्तंभ क्र.५) रु. लक्ष	स्वामि केन्द्र हिस्सा ६०% (स्तंभ क्र. ६ x ०.७० x ०.७० x ०.६०) रु. लक्ष	स्वामि राज्य हिस्सा ४०% (स्तंभ क्र. ६ x ०.७० x ०.७० x ०.३०) रु. लक्ष	१५ वे वित्त आयोग हिस्सा ३०% (स्तंभ क्र. ६ x ०.३०) रु. लक्ष
१	२	३	४	५	६	७	८	९
१	घनकचरा व्यवस्थापन	गावाची लोकसंख्या ५००० पर्यंत रु. ६०.०० प्रति व्यक्ती						
	घनकचरा व्यवस्थापन	गावाची लोकसंख्या ५००० पेक्षा जास्त रु. ४५.०० प्रति व्यक्ती						
२	ग्रे वॉटर मॅनेजमेन्ट	गावाची लोकसंख्या ५००० पर्यंत रु. २८०.०० प्रति व्यक्ती						
	ग्रे वॉटर मॅनेजमेन्ट	गावाची लोकसंख्या ५००० पेक्षा जास्त रु. ६६०.०० प्रति व्यक्ती						

टिप:- वरील अ.क्र. १ व २ करिता स्वच्छ भारत अभियान (ग्रा)-टप्पा-२ अंतर्गत अनुज्ञेय अनुदानातून कामासाठी लागणाऱ्या मंजूरीची रक्कम ( मंजूरी भाग मनरेगा वा इतर स्रोतातून) वजा केल्यानंतर, १५ व्या वित्त आयोगातून ३०% तरतुद मांगवावाची आहे. उर्वरित ७०% रक्कम केन्द्र व राज्य हिस्स्यात ६०:४० प्रमाणात लागू राहिल. २०२१ च्या लोकसंख्या आधारे जर एखाद्या गावासाठी, अ.क्र. १ व २ मिळून अनुदान अनुज्ञेयता रु. १.०० लक्षापेक्षा कमी असल्यास, त्या गावासाठी अ.क्र. १ व २ मिळून किमान अनुज्ञेयता रु. १.०० लक्ष एवढी राहिल. केन्द्र शासनाचे पत्र क्रं S-११०१५/१/२०२०-SBM-DDWS, दिनांक २८ मे, २०२० अन्वये दिलेल्या निर्देशानुसार, गावासाठी परिगणना केलेली प्रकल्पीत लोकसंख्या गृहित धरावी.

\*किमान अनुज्ञेयता घनकचरा व्यवस्थापन रुपये ०.५० लक्ष, सांडपाणी व्यवस्थापन ( ग्रे वॉटर मॅनेजमेन्ट) रुपये ०.५० लक्ष, दोन्ही मिळून एकूण रु. १.०० लक्ष

प्रपत्र क

घनकचरा व सांडपाणी व्यवस्थापन  
जिल्हास्तरिय बाबींसाठी स्वामि (ग्रामीण) टप्पानाअंतर्गत वित्तीय सहाय्य अनुज्ञेयता परिगणना तक्ता कोष्टक

अ. क्र.	वित्तीय सहाय्य अनुज्ञेयता	केन्द्र शासन मार्गदर्शक सूचना नुसार अनुज्ञेयता रु. लक्ष	स्वामि केन्द्र हिस्सा ६०% (स्तंभ क्रं ४ x ०.६०) रु. लक्ष	स्वामि राज्य हिस्सा ४०% (स्तंभ क्रं ४ x ०.४०) रु. लक्ष
१	२	३	४	५
१	प्लास्टीक कचरा व्यवस्थापन रु. १६.०० लक्ष प्रति तालूका (तालूकास्तरिय)	तालूका संख्या x १६,००,००० = १,००,०००		
२	मल व्यवस्थापन रु. २३०.०० प्रति व्यक्ती सिंगल पिट शौचखड्डा (द्विन पिट मध्ये) रेट्रोफिटिंग शक्य नसलेल्या लोकसंख्येसाठी. (जिल्हा स्तरिय)	जिल्हास्तरीय सिंगल पिट शौचखड्डा (द्विन पिट मध्ये)रेट्रोफिटिंग शक्य नसलेल्याची लोकसंख्या x २३० = १,००,०००		
३	गोबरधन प्रकल्प रु. ५०.०० लक्ष प्रति जिल्हा. (जिल्हा स्तरिय)	जिल्हा संख्या १ x ५०,००,००० = १,००,०००		

विवरणपत्र ड

स्वच्छ भारत मिशन (ग्रामीण) टप्पा-II व इतर कृती संगमामधून (Convergence) हाती घ्यावयाच्या उपांगांचा तपशिल

उपांग	वित्त स्रोत					
	स्वभाषि निधी (केन्द्र+राज्य)	१५वे वित्त आयोग	मनरेगा	बिझनेस मॉडेल	बेनिफिसीयरी कॉट्रीव्युशन	ग्राम पंचायत वा इतर निधी
कुटुंबस्तरीय कचरा कुड्या	--	√	--	--	--	--
सार्वजनिकस्तरीय(Public) कचरा कुड्या	--	√	--	--	--	--
कुटुंबस्तरीय कंपोस्ट पिट	--	√	--	--	--	√
सार्वजनिक कंपोस्ट पिट	√	√	√	--	--	--
ट्रायसायकल/ बॅटरी आपरेटेड ट्रायसायकल	√	√	√	--	--	--
प्लास्टिक कचरा ग्रामस्तरीय साठवण युनिट	√	√	√	--	--	--
कचरा वर्गीकरण, साठवण व कंपोस्ट प्रकल्प परिसर	--	--	√	--	--	--
कचरा गोळा करणे / वर्गीकरण करणे मानधन/वेतन	--	√	--	--	--	--
कचरा वर्गीकरणासाठी आवश्यक अवजारे व परिसराच्या स्वच्छतेसाठी आवश्यक अवजारे	--	√	--	--	--	--
घनकचरा व्यवस्थापन दैनंदिन देखभाल व दुरुस्ती	--	--	--	√	--	--
मासिकपाळी व्यवस्थापन (तालुकास्तरीय)	--	√	--	--	--	--

धनकचरा व्यवस्थापन

उपांग	वित्त स्रोत					
	स्वभामि निधी (केन्द्र+राज्य)	१५वे वित्त आयोग	मनरेगा	विज्ञानस मॉडेल	बेनिफिसीयरी कॉट्रीब्युशन	ग्राम पंचायत वा इतर निधी
कुटुंबस्तरीय शोषखंडा/ मंजीक पिट/ पाझर खंडा सार्वजनिक शोषखंडा/ मंजीक पिट/ पाझर खंडा ५००० लोकसंख्येकरिताच्या गावांसाठी स्थिरीकरण तळे, डिवॅटस, नाल्या गटारे ५००० पेक्षा जास्त लोकसंख्येकरिताच्या गावांसाठी वलोड्ड ड्रेन, स्मॉल बोअर, सार्वजनिक शोषखंडे, स्थिरकरण तळे, कन्स्ट्रक्टेड वेटलॅंड्स, डिवॅटस, फायटोराईड एअरेशन ऑफ बीग पॉंड, नाल्या / गटारे ग्रे वॉटर व्यवस्थापन दैनंदिन देखभाल व दुरुस्ती प्लास्टीक कचरा मटेरियल रिकव्हरी फॅसिलिटी/ प्लास्टीक कचरा व्यवस्थापन (तालुकास्तरीय) प्लास्टीक कचरा श्रेडींग Shredding मशिन (तालुकास्तरीय) प्लास्टीक कचरा बेल्लिंग मशिन ( तालुकास्तरीय) डस्ट रिमुव्हर मशिन ( तालुकास्तरीय)	--	--	--	--	--	√
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खरक कृषि	√	--	--	--	--	--
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	ग्रामस्तरीय साठवन शेड पासुन तालुका/जिल्हास्तरीय प्लास्टीक कचरा व्यवस्थापन युनिट पर्यंतचे वहन (Transportation) प्लास्टीक कचरा व्यवस्थापन दैनंदिन देखभाल व दुरुस्ती	--	--	--	--	√	--	--
मल व्यवस्थापन Faecal Sludge Management	द्विन पिट रिट्रोफिटिंग शक्य नसलेल्या लोकसंख्येसाठी (जिल्हास्तरीय)	√	--	--	--	--	--	--
	१. डिप रो एनट्रॅचमेंट २. अनफ्लॉटेड ड्रॉईंग बेड ३. फ्लॉटेड ड्रॉईंग बेड ४. फिकल स्लज मॅनेजमेंट प्लांट							
गोबरधन	को ट्रिटमेंट नजीकच्या अस्तित्वातील प्रक्रीया प्लांटद्वारा कृतीसंगमातून (Convergence)	--	--	--	--	--	--	√
	मल व्यवस्थापन दैनंदिन देखभाल व दुरुस्ती	--	--	--	--	--	--	--
	गोबरधन प्रकल्प(जिल्हास्तरीय)	√	--	--	--	--	--	--
	स्कॅलिंग अप गोबरधन प्रकल्प किमान १० प्रकल्प प्रति तालुका	--	√	--	--	--	--	√
	गोबरधन प्रकल्प दैनंदिन देखभाल व दुरुस्ती	--	--	--	--	--	--	--

**VAKALATNAMA**

**BEFORE THE HONORABLE NATIONAL GREEN TRIBUNAL  
Principal Bench , New Delhi**

Dagadkhan Asanghatit Kamgar Vikas Parishad , Maharashtra ....} Applicant (S)

Versus

State of Maharashtra and Others

.....} Respondent(S)

I Vishnu Dagadu Bhe Pune Metropolitan Region Development Authority

on behalf of the Respondent No. 3 hereby appoint and authorize Mr.

Dattatraya T. Devale, Panel Advocate along with his Associate

Advocate to act, appear and plead for and on behalf of the Pune

Metropolitan Regional Development Authority , i.e. the Respondent No.3

In witness whereof I have signed below this Power of Attorney on this

3rd Day of November , 2020 at Pune

Witness

Accepted on 05.11.2020

Devale  
Dattatraya Trimbak Devale ,  
Panel Advocate

  
For & On behalf of PMRDA  
मुख्य अभियंता (अभियांत्रिकी विभाग)  
पुणे महानगर प्रदेश विकास प्राधिकरण, पुणे  
Authorized Signatory ,  
PMRDA