

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

ORIGINAL APPLICATION NO. 446 OF 2023

IN THE MATTER OF:

Rambabu. ....Applicant

Versus

Nagar Nigam Rudrapur&Anr. ... Respondents

AFFIDAVIT ON BEHALF OF COMMISSIONER, NAGAR NIGAM,  
RUDRAPUR, DISTRICT UDHAMSINGH NAGAR, UTTARAKHAND IN  
COMPLIANCE OF DIRECTIONS PASSED BY THE HON'BLE  
NATIONAL GREEN TRIBUNAL VIDE ITS ORDER DATED 23.02.2024

P A P E R - B O O K

I N D E X

<u>Sr/</u>	<u>Particulars</u>	<u>Pages</u>
1.	Affidavit on behalf of Commissioner, Nagar Nigam, Rudrapur, District Udhamsingh Nagar, Uttarakhand in compliance of directions passed by the Hon'ble National Green Tribunal vide its order dated 23.02.2024	
2.	<u>ANNEXURE-1</u> : A copy of order dt.23.02.2024 passed by Hon'ble National Green Tribunal	
3.	<u>ANNEXURE -2</u> : A copy of survey report dt. September, 2023.	
4.	<u>ANNEXURE -3</u> : A copy of tender document dt. 17.10.2023.	
5.	<u>ANNEXURE -4</u> : A copy of letter dt. 24.04.2024.	
6.	<u>ANNEXURE -5</u> : A copy of tender document dt. 24.02.2024.	
7.	<u>ANNEXURE 6</u> : Photographs of installed waste seggregation plant.	
8.	<u>ANNEXURE -7</u> : A copy of the detailed description report of daily generated waste.	
9.	<u>ANNEXURE 8</u> : A copy of MOU between Perfettie Van Melle India F.Ltd and Nagar Nigam Rudrapur dt. 13.04.2023.	
10.	<u>ANNEXURE -9</u> : A copy of Photographs of Compressed bio-gas plant.	
11.	<u>ANNEXURE -10</u> : A copy of the MOU between NTPC and Haldwani letter dt. 22.11.2023	
12.	<u>ANNEXURE -11</u> : A copy of the letter dt. 08.01.2024	
13.	<u>ANNEXURE -12</u> : A copy of letter dt. 20.01.2024	

Filed by:

*Rahul Verma*

[RAHUL VERMA]

Advocate for Respondent No.1/

Municipal Corporation, Rudrapur, District Udhamsingh Nagar, Uttarakhand  
137, Tower No.10, Supreme Enclave, MayurVihar Phase-I, Delhi-110091  
Mobile No. 9717706032 Email- [advrahulverma9999@gmail.com](mailto:advrahulverma9999@gmail.com)

14

IN THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 446 OF 2023

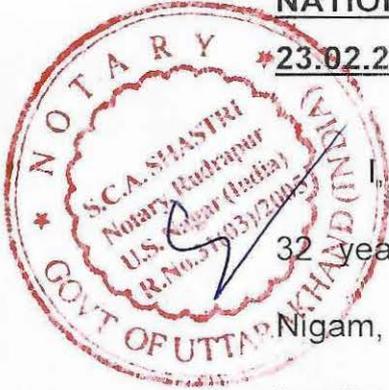
IN THE MATTER OF:

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AFFIDAVIT ON BEHALF OF COMMISSIONER, NAGAR NIGAM,  
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NATIONAL GREEN TRIBUNAL VIDE ITS ORDER DATED  
23.02.2024

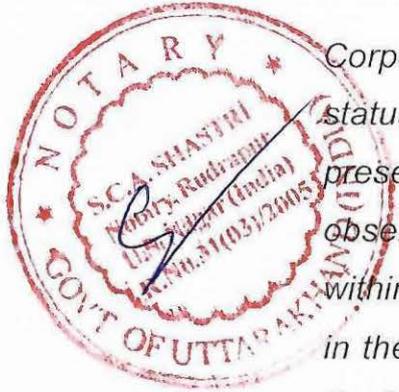


I, Deepak Goswami S/o Shri Kedarnath Goswami, aged about 32 years, presently posted as Assistant Commissioner, Nagar Nigam, Rudrapur, District Udhamsingh Nagar, Uttarakhand, do hereby solemnly affirm on oath and state as under:

1. That in my abovementioned official capacity, I am acquainted with the facts and circumstances of the present matter, and I am fully competent to file present Affidavit in compliance of directions passed by the Hon'ble National Green Tribunal vide its order dated 23.02.2024.
2. That the matter was listed on 23.02.2024, after hearing, this Hon'ble Tribunal was pleased to pass the detailed order, while passing the following directions:-

*(Signature)*

“ .....  
.....  
.....



6. Hence, we direct the Commissioner, Municipal Corporation, Rudrapur to file fresh affidavit indicating the status of achieving the time bound target disclosed in the present affidavit and further proposed action in terms of the observations made above. Let the fresh affidavit be filed within eight weeks by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.

7. List on 03.05.2024.”

.....”

A copy of the order dated 23.02.2024 is annexed hereto and marked as ANNEXURE A-1.

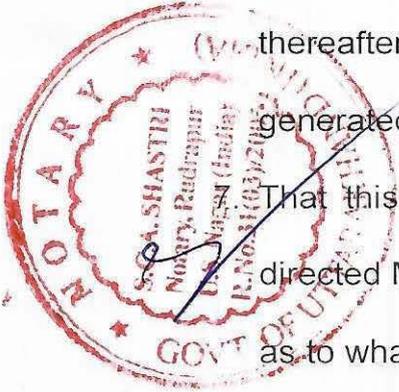
3. That vide abovementioned directions passed by this Hon'ble Tribunal, the Hon'ble Tribunal was pleased to direct to place on record the details of working plan for time bound schedule for disposal of legacy waste, and disposal of daily generated solid waste in compliance of the said directions, the following information by way of present Compliance Affidavit is stated below for kind information and consideration of this Hon'ble Tribunal.

4. That Municipal Corporation, Rudrapur is continuously doing sincere efforts to completely solve the problem of daily generated waste and 120 metric ton per day and for legacy waste which is 53,000 metric ton stored at the site, which was processed and again 21,000 metric ton is collected till date.



5. That in compliance of directions passed by this Hon'ble Tribunal and to treat and process daily generated waste of 120 metric ton per day, of Municipal Corporation, Rudrapur, as well as 21,000 metric ton stored new legacy waste at the site, the Municipal Corporation, Rudrapur had invited the tender for installation of new plant for treatment of daily generated waste and for treatment of complete legacy waste on 24.1.2024, thereafter, on 15.3.2024 now the contract has been signed and executed with successful bidder, and process of installation of new plant is already started and is in final phase, and will be completed in first week of May, 2024, and new plant with the capacity of 600 metric ton per day trommal is being installed, and as per requirement by machine and manpower, the waste will be segregated.

6. Hence, by first week of May, 2024, treatment of daily generated waste on daily basis, will be started through new plant, thereafter, the problem of collection of legacy waste and daily generated waste will be permanently solved.



That this Hon'ble Tribunal vide its order dated 23.2.2024 had directed Municipal Corporation, Rudrapur, to specifically mention, as to what is done in the process of removal of 53,000 metric ton legacy waste, and it was also directed to mention entire process of treatment of legacy waste, which was 53,000 metric ton, which is now already treated. The details of treatment and processing of legacy waste, as informed by the concerned company, who is treating and processing the said waste, the details are mentioned hereinbelow:-

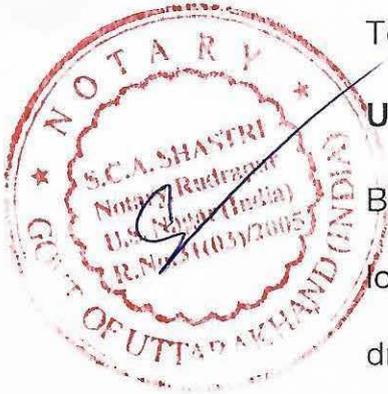
- (i) Dayacharan and company have processed 53,084.85 metric ton of legacy waste. This processing has produced several distinct byproducts: bio soil, RDF (Refuse Derived Fuel), and inert materials. This report outlines the utilization of these byproducts in specific areas and facilities.

Utilization of Byproducts-

**(a) Bio Soil and inert Materials:**

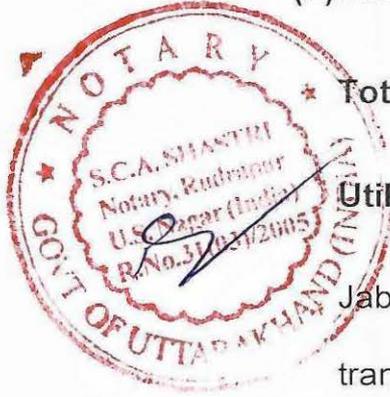
Total Quality of Bio Soil: 38,751.94 metric ton

Total Quantity of inert Materials: 6,901.03 Metric ton

**Utilization:**

Both bio soil and inert materials have been utilized in low-lying areas opposite to the fish market, beside the drain and at Shailja Farm, Municipal Area of Rudrapur. Approximate 25500 MT of Bio soil is utilized at for surfacing the low level of beside fish market (Drain) and This use serves to raise and stabilize the ground level, and Remining 13251.94 and 6901.03 at Shailja Farm Rudrapur. This use serves the purpose to raise and stabilize the ground level, which helps to mitigate flooding risks and enhances the surrounding environment.

Bio soil and inert materials have been effectively applied to stabilize and raise low-lying areas near the fish market. RDF has been distributed to energy production facilities and paper mills, with storage of the remaining RDF at Remediation Site.

**(b) Refuse Derived Fuel (RDF)**

**Total Quantity of RDF: 5,839.33 metric ton**

**Utilization:**

Jabalpur: Approximately 1,850 MT of RDF has been transported to Jabalpur for use in the Essel Group's waste-to-energy plant. This facility converts waste into electricity, contributing to sustainable energy production in the region.

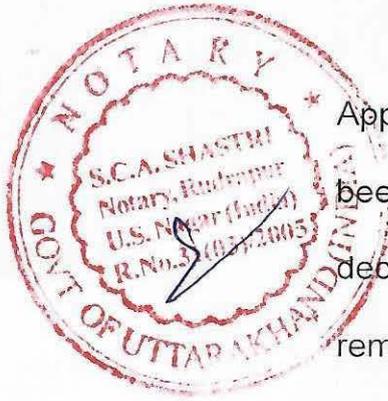
Muzaffarnagar: Around 300 metric ton of RDF has been sent to Muzaffarnagar to be used at Silvertone Paper Mill. The mill utilizes RDF as an alternative energy source for its production processes, promoting sustainable practices in the paper industry.

Storage: The remaining 3,500 metric ton of RDF is stored at the Shukla farm near the remediation site remaining is at remediation site.

**(c) Gaseous and moisture components-**

**Total Quantity 1592.55**

**Gaseous and moisture components**



Approximately 1600 metric tons of weight loss have been observed due to moisture evaporation and the decomposition of aerated waste during the bio-remediation process.

8. WORKING PLAN WITH REGARD TO DISPOSAL OF LEGACY WASTE:

- I. The Municipal Corporation Rudrapur is committed to disposal of solid waste in arranged and scientific manner and in continuation of the same, they had done the survey of legacy waste situated in the Trenching Ground at Paharganj in the month of September, 2023, in that 53000 Metric ton legacy waste was found. Photocopy of the same is annexed hereto and marked as ANNEXURE-2.
- II. The Municipal Corporation, Rudrapur, invited tender for the solid waste management on 17.10.2023, Photocopy of the same is annexed hereto and marked as ANNEXURE-3. On 16.12.2023 the disposal work of 53000 Metric ton legacy waste had started on 16.12.2023 through tender. The said firm had done the processing and disposal of 53,000 Metric ton till date, and R.D.F./ Bio Soil is also disposed in accordance with

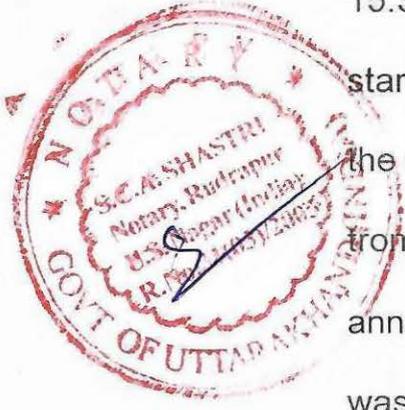
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the rules according to the conditions of the contract.



III. It has been informed by the concerned firm that treatment of the legacy work is going on through Bio-mining and Bio-Remediation method. Photocopy of the detailed description is annexed hereto and marked as ANNEXURE-4.

- IV. This is also bring to kind notice of this Hon'ble Tribunal that for the concerned work, as already informed above the survey work was done in September, 2023 and in that survey 53,000 metric ton legacy waste was found at the site and due to non-availability of arrangement of segregation work, the daily generated waste was also stored at the concerned site, and at present about 21,000 metric ton new legacy waste is stored at the site, and for disposal of the remaining legacy waste the concerned firm has been directed to do the needful.
- V. For non-availability of arrangement of disposal of daily generated waste, due to the problem of the legacy waste, the tender was invited on 24.02.2024 for daily disposal of daily generated waste. (Photocopy of the same is annexed hereto and marked as ANNEXURE-5). And on

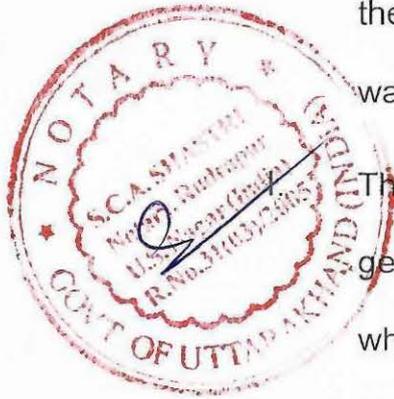


15.3.2024, the process of installing the plant has been started, by giving contract to successful bidder, and for the same the plant for capacity of 600 metric ton per day trommal machine is being installed, (Photo of the same is annexed hereto and marked as ANNEXURE-6) in which waste segregation work will be done through machines and man-power, and the said new plant for daily disposal work of daily generated will be started from first week of May, 2024, and resulting the same the problem of daily generated garbage and problem of storing the legacy waste will be ended.

9. WORKING PLAN WITH REGARD TO DISPOSAL OF DAILY GENERATED GARBAGE/WASTE:

- I. The Municipal Corporation Rudrapurhad fixed the last date for complete disposal of daily generated garbage/waste as 31<sup>st</sup> December, 2024, in continuation of the same all the works are being done in all fields.
- II. There are total 40 wards situated in Nagar Nigam, Rudrapur, out of the same two zones consisting of 20-20 wards has been created and for door to door collection of garbage/ daily generated waste, two separate contract has

been done with two separate outsource companies, and thereby firstly the door to door collection of daily generated waste is being done through vehicles.

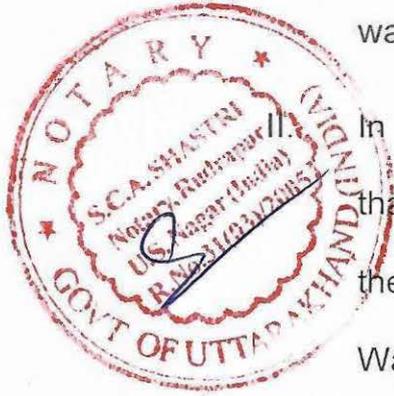


There is about 120 ton daily generated solid waste being generated in municipal corporation, Rudrapur, in relation to which, the disposal of 10 ton wet waste in C.B.G plant and disposal of 37 ton dry waste in M.R.F. center and other mini transportation points/ segregation points is being done, the same is being disposed through re-cycler. (Photocopy of detailed description of the daily generated waste is annexed hereto and marked as ANNEXURE-7).

The e-tender has already been issued on 06 July, 2023 for disposal of remaining daily generated waste, but due to unavailability of adequate competition, the tender process could not be completed, therefore, again the tender was invited on 24.1.2024 for daily disposal of daily generated waste, on 15.3.2024, the process of installing the plant has been started by giving contract to successful bidder, in which waste segregation work will be done through machines and man-power, and plant for daily disposal work of daily generated will be started from first week of May, 2024, and resulting the same the problem of daily

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generated garbage and problem of storing the legacy waste will be ended.

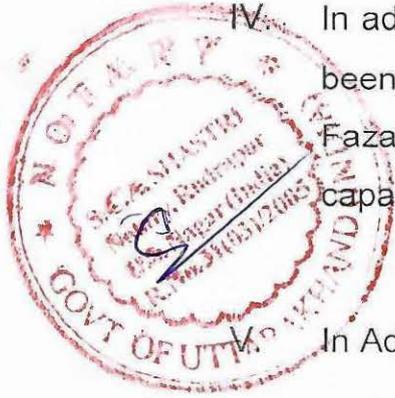


In addition to the above, it is relevant to mention herein that, 01 material recovery centre has been established by the Municipal Corporation, Rudrapur at FazalpurMahraula Ward No.25 and Paharganj Ward for disposal of daily generated dry waste, and the same is operated by women group. to the above an MOU has been done with Perfetti Van Melle India Pvt. Ltd. in C.S.R. head and construction of the same is in the last stage. Photocopy of the same is annexed hereto and marked as ANNEXURE-8.

- III. The first compressed bio-gas plant of State of Uttarakhand has been established on 06 acre of land (approximately) at FazalpurMehraula Ward No.25, under the Municipal Corporation, Rudrapur area for disposal of daily generated wet garbage. The disposal of about 10 metric ton daily generated wet garbage has been started by the concerned firm through the abovesaid plant and about 225 KV electricity is being generated daily. Photo of the same is annexed hereto and marked as. The process for increasing the capacity of the concerned plant for 50 TPD is under process. Photo of the same is annexed hereto and marked

14

as ANNEXURE-09.



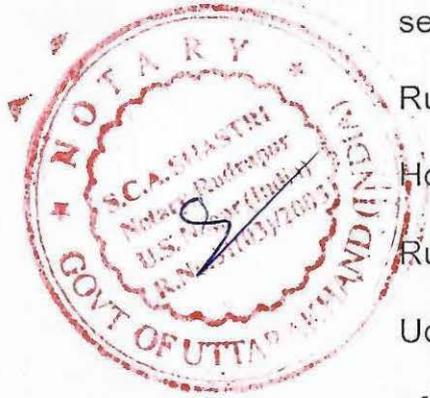
IV. In addition to the above, 03 big bio digester machines has been established in the complex of C.B.G. plant at Fazalpur for preparing the fertilizer from wet waste and capacity of the same is 300 Kg per day.

V. In Addition to that Rudrapur is part of the Haldwani Cluster, and Recent Memorandum of Understanding (MOU) Between NTPC and Haldwani Cluster to manage and process solid waste in the region. This collaboration entails processing 500 metric tons of solid waste per day into torrefied charcoal, providing an environmentally friendly alternative to traditional fuels. The initiative aims to reduce the solid waste burden in Rudrapur and Haldwani, convert solid waste into useful torrefied charcoal, and promote sustainable waste management practices. This project aligns with NGT's principles of environmental protection and sustainability by minimizing landfill waste, reducing environmental pollution, and enhancing resource recovery through charcoal production. Photocopy of the same is annexed hereto and marked as ANNEXURE-10.

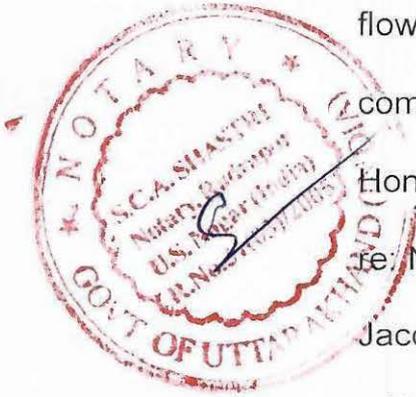
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Other Points:-

- I. With regard to water supply and daily generated sewage generated in the area of municipal corporation, Rudrapur, it is to bring kind notice of this Hon'ble Tribunal, the Uttarakhand Peyjal Nigam Rudrapur, Kashipur and Uttarakhand Jal Sansthan, Udham Singh Nagar are nominated by the Government of Uttarakhand for water supply and scientific disposal of sewage in all places of industrial area of Rudrapur and other area also, and with regard to activities of environmental conservation and for monitoring of pollution control in the industrial area, the regional office, Uttarakhand Pollution Control Board, Kashipur has been nominated by Government.
- II. With regard to the details relating to the daily generation of liquid waste, its treatment capacity, utilization of installed treatment capacity and the manner in which the excess untreated liquid waste is flowing, it is respectfully submitted that the Executive Engineer, Uttarakhand Jal Nigam, Rudrapur had informed vide its letter No.46/ Namani Gange Kalyani/01 dated 08.01.2024, that at present about 40 M.L.D. per day



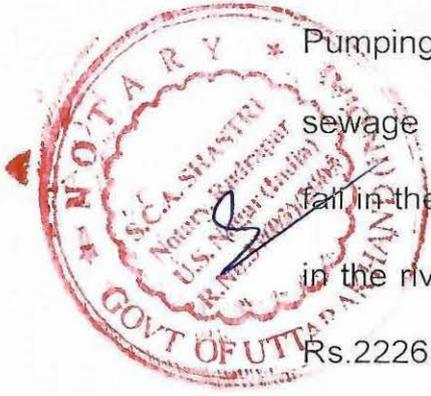
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generated untreated sewage from city of Rudrapur is flowing in the river Kalyani, and it is also informed in compliance of the earlier directions passed by this Hon'ble Tribunal in Original Application No. 673/2018 In re: News item published in "The Hindu" authored by Shri Jacob Koshy titled "More river stretches are now critically polluted: CPCB, the estimate for construction etc. work of I & D STP for the sewage flowing from the drains of Rudrapur city, has been prepared by M/s NJS Engineers India Pvt. Ltd., New Delhi under the proposed NamamiGange Program in the District Udham Singh Nagar, and two options has been provided by M/s NJS Engineers India Pvt. Ltd., New Delhi for rejuvenate of Kalyani River:

- (a) Option No.1:- There are 184- small-bigs drains which are falling in the river Kalyani from the city of Rudrapur, and enough space is not available on both sides of river bank of Kalyani river, and for stopping the falling of the abovesaid drains/drainages, therefore, the Bank Sewer Line has to be constructed on both sides of river bank, after rehabilitating the residents and STP plant will be established in Rumpura after construction of Sewage

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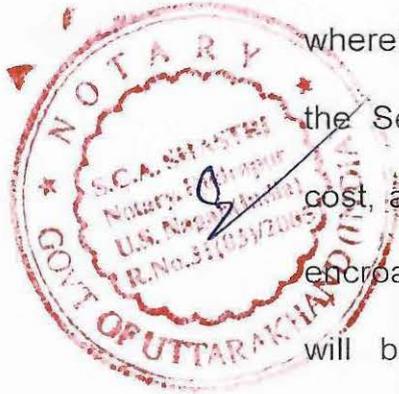
Pumping Station as per requirement, so that untreated sewage generated from the drains/drainages will not fall in the river Kalyani, and pollution level will decrease in the river Kalyani. The estimated cost for the same is Rs.222685 Lakhs (Centre share- Rs.99671.33 Lakhs, Rehabilitating cost – Rs.122949.67 Lakhs, State Share – Rs.64.63 Lakhs).

- (b) Option No.2:- The Sewage Treatment Plant will be established outside the city near Rumpura after tapping Kalyani river, in which the untreated sewage of the city will be treated and clean water will be discharged in the river Kalyani, so that Kalyani river will be cleaned and clean water will meet in the river Ganga, but in this option, the pollution level will not be improved in the river Kalyani in the city area, as well as adverse effect will come on the working on the STP due to untreated water received from the industrial area. The estimated cost in the abovesaid option is Rs.91941-43 Lakhs (Centre share- Rs.91876.80 Lakhs, State Share – Rs.64.63 Lakhs).

In perspective of both the above options, a meeting was

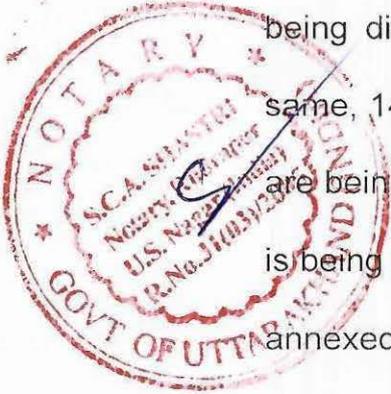
held under the chairmanship of Secretary, Drinking Water Department, Government of Uttarakhand on 21.12.2023, wherein it was directed that second option is not appropriate, the Secretary raised objection with regard to rehabilitation cost, and issued directions that the persons who had illegally encroached, will not be given any facility, only those persons will be given benefitted, who are actually need to be rehabilitated for construction of the project, and rehabilitating cost will be assessed, the help from irrigation department and revenue department will be taken in marking the illegal encroachment. For removing the illegal encroachment from the both sides of the river, the working plan will be prepared in view of the first option as mentioned above. Copy of the letter dt. 08-01-2024 is annexed hereto and marked as ANNEXURE-11 for detailed information.

With regard to industrial area, Rudrapur, it is to bring kind notice of this Hon'ble Tribunal, that the Regional Office, Uttarakhand Pollution Control Board, Kashipur informed vide their letter No.UKPCB/ROK/Writ-83/24/595 dated 20.01.2024 that there are total 438 industries established in the SIIDCUL area Rudrapur, out of which, the effluent/sewage received from the 297 industries is sent through sewerage system established in the SIIDCUL area



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Rudrapur to CeTP (Common Effluent Treatment Plant) for treatment, and 01 industry is treating the effluent received in their own established plant, thereafter, the treated effluent/ sewage is being discharged in the Kalyani / Baigul river. In addition to the same, 140 industries sewage/ effluent generated from the industries are being treated in their own facility and after treatment of the same is being used again in their own industries. Copies of the reports are annexed hereto and marked as ANNEXURE- 12.



That the present Affidavit in compliance of directions passed by this Hon'ble Tribunal is being filed on behalf of Municipal Corporation, Rudrapur, District Udham Singh Nagar, Uttarakhand, for kind perusal of this Hon'ble Tribunal.

In view of the facts and circumstances as explained hereinabove sincere efforts are taken by the Municipal Corporation, Rudrapur, District Udham Singh Uttarakhand in compliance of the directions passed by this Hon'ble Tribunal, the same may kindly be accepted by this Hon'ble Tribunal and the deponent hereby undertakes to comply with every direction passed by this Hon'ble Tribunal, and the present Original Application be kindly disposed off as all the directions issued by this Hon'ble Tribunal are now complied with.

  
DEPONENT

VERIFICATION



I, the deponent above named do hereby verify and say that the contents of my above Affidavit in compliance of the directions passed by this Hon'ble Tribunal are true and correct to my knowledge based on record, no part of it is false and nothing material has been concealed there from. The legal submissions are further true as per legal advice received and believed to be true and correct.

Verified by me at Rudrapur, Uttarakhand on this 29<sup>th</sup> day of April, 2024.

DEPONENT

Filed through:

*Rahul Verma*

[RAHUL VERMA]

Advocate for the Respondent No. 1/Municipal Corporation,  
Rudrapur, District Udham Singh Nagar, Uttarakhand  
137, Tower No.10, Supreme Enclave, Mayur Vihar Phase-I,  
Delhi-110091  
Mobile No. 9717706032  
Email- [advrahulverma9999@gmail.com](mailto:advrahulverma9999@gmail.com)

Identified the Signature/T.L.  
of Executant/Deponent who  
has/have Signed before me

*SP*  
*29/4/2024*

Sworn and Affirmed before me by  
Sri/Smt/Km. Deepal Gaudam  
Deponent(s) Identify by sri Kudera  
The Contents of the Affidavit at  
Rudrapur on 29/4/2024  
after further understand the Cont.  
and read over to him.

*Deepal Gaudam*  
S.C.A. SHASTRI  
Notary, Rudrapur  
U.S. Nagar (U.K.) India

Item No. 10

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 446/2023

Rambabu

Applicant

Versus

Nagar Nigam Rudrapur &amp; Anr.

Respondent(s)

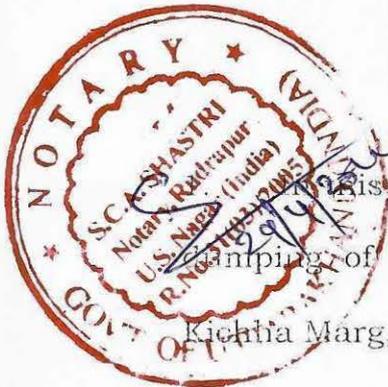
Date of hearing: 23.02.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON  
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER  
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER  
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicant:

Respondent: Mr. Rahul Verma, Adv. for Nagar Nigam, Rudrapur  
Mr. Kaushal Gautam, AAG with Ms. Snehpreet Kaur, Adv. for the State of  
Uttarakhand & UKPCB

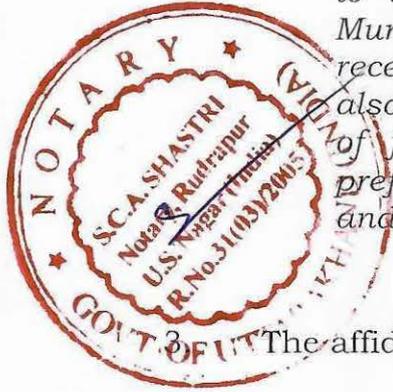
**ORDER**



In this original application, the issue under consideration relates to dumping of waste on the bank of Baigul River at Touching ground, Kichha Marg, Paharganj, Rudrapur, District Udham Singh Nagar.

2. The Tribunal in the earlier proceedings had appointed the Joint Committee and had considered the report of the Joint Committee and, thereafter, by order dated 23.12.2023, had directed the Commissioner, Municipal Corporation, Rudrapur to file the affidavit to the following effect:

*details relating to the daily generation of liquid waste, its treatment capacity, utilization of installed treatment capacity and the manner in which the excess untreated liquid waste is flowing will also be disclosed along with the total water supply to the households, industrial unit etc. within the limits of Municipal Corporation per day. Further, the water quality of the receiving water bodies in respect of prescribed parameters may also be disclosed. Let the said affidavit be filed within a period of four weeks from today by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.”*



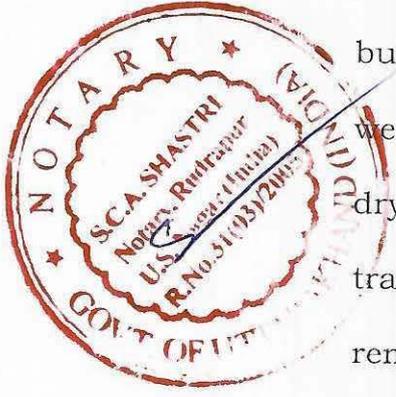
The affidavit dated 20.02.2024 has been filed by the Commissioner, Municipal Corporation, Rudrapur. A perusal of the said affidavit does not reflect very satisfactory state of affairs in respect of solid and liquid waste management within Municipal Corporation, Rudrapur. The affidavit discloses that:

- i. There is 33,000 MT of legacy waste lying for remediation for which no effective plan with full particulars have been disclosed.

The affidavit states that out of leftover legacy waste of 53,000 MT, approximately 20,000 MT is remediated and leftover now is 33,000 MT but full particulars and details as to how 20,000 MT has been remediated have not been disclosed. Further, the final disposal of the segregated/remediated waste is also not disclosed. When the counsel was asked about the steps that are being envisaged by the State Government to remediate the legacy waste it was informed that an MoU has been prepared to

inadequate to handle the existing legacy waste or day to day generation.

- ii. Per day generation of the solid waste is 120 metric ton of but as per the disclosure in the affidavit, about 10 to 15 ton wet garbage is disposed of in CBG Plant and about 37 ton dry garbage is disposed of in M.R.F. Centre and transportation points/segregation point meaning thereby remaining solid waste generated per day is adding to the legacy waste.
- iii. The affidavit states that the target of 100% processing/utilization of the daily generated solid waste will be achieved by 31.12.2024 but the details as to how the same will be achieved have not been disclosed with full particulars.
- iv. The affidavit also states that the government has connected the Haldwani cluster to Municipal Corporation, Rudrapur wherein the MOU has been done for Waste to Energy plant with the help of NTPC and after one year NTPC will start taking garbage from Municipal Corporation, Rudrapur and 100% garbage will be disposed of. In the affidavit neither the date or details of MOU have been disclosed nor the capacity, location and timeline for setting up Waste to Energy plant have been disclosed.
- v. So far as compressed bio-gas plant established at Fazalpur



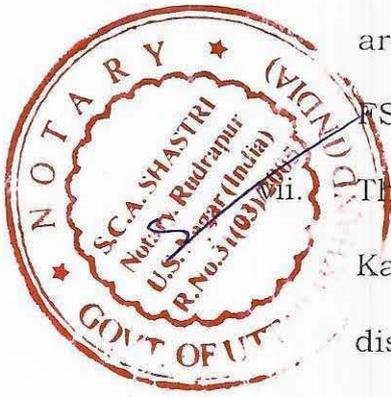
of the plant to 50 TPD is underway and it will be done by 30.09.2024.

vi. No facilities of sewer lines are available in the Municipal area of Rudrapur and disposal of septage is done in the STP plant through 15 tankers/vehicles.

vii. There are 184 small, big drains which are falling in river Kalyani from the city of Rudrapur. Hence, there is direct discharge of untreated sewage from these drains into the river which is a serious cause of concern as Kalyani river is flowing to river Ganga which is being ultimately polluted on account of discharge from these drains.

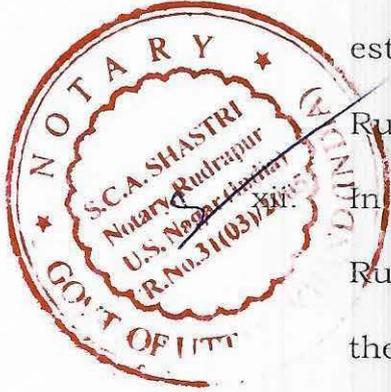
viii. There are 438 industries in SIIDCUL area of Rudrapur out of which effluent/sewage received from 297 industries is sent through sewerage system established in the SIIDCUL area of Rudrapur to Common Effluent Treatment Plant (CETEP) and 140 industries have their own treatment facility and after treatment of the same it is being used again in their own industries.

ix. It is evident that the State Government is not serious in the remediation and disposal of the legacy waste. The daily generation is also not treated and adds to the existing waste making the entire waste management an unviable exercise. The leachate generation from the legacy waste and its treatment is also not disclosed.



the sewage and hence the pollution of the river Kalyani and Ganga continues.

- xi. Further the details with regard to ETPs relating to industrial estates and industries which are located in large number in Rudrapur, have not been disclosed.

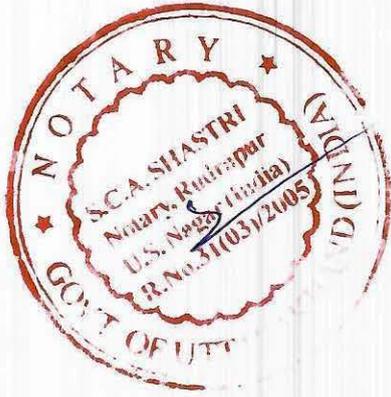


In spite of the assurance given by the Commissioner, Rudrapur we find no satisfactory action has been taken by the State Government.

4. The above details clearly reveal the serious issue relating to remediation of legacy waste, 100% utilization of daily generated waste, discharge of untreated sewage in the river and lack of sewerage system exists in Rudrapur.

5. At this stage, Counsel for the Applicant has made a prayer for fixing the matter after 31.03.2024 so that a fresh affidavit can be filed disclosing the progress upto that date.

6. Hence, we direct the Commissioner, Municipal Corporation, Rudrapur to file fresh affidavit indicating the status of achieving the time bound target disclosed in the present affidavit and further proposed action in terms of the observations made above. Let the fresh affidavit be filed within eight weeks by e-mail at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.



February 23, 2024.  
Original Application No. 446/2023  
DV

Sudhir Agarwal, JM

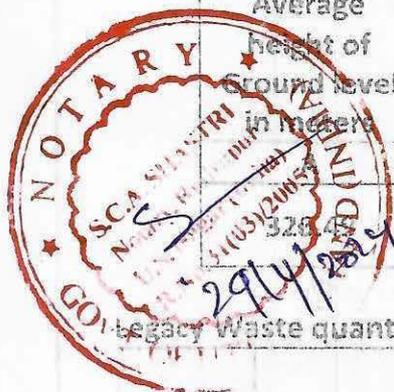
Dr. A. Senthil Vel, EM

Dr. Afroz Ahmad, EM

Average level of dumped waste at existing dump site

Average waste height from ground level is given below

Average Height of Ground level in meters	Plot (Waste dumped)	Average height of dumped waste in meters	Total Height of waste in meters (C-A)
	B	C	D
328.41	1	334.41	7.92
328.64	2	328.64	2.15



Legacy Waste quantity

Place	Area (in sqm)	*Average height of waste (Meter)	Total Quantity of waste (Cum) Approximate	Total Quantity of waste (MT) Approximate (0.850 mt in 1 cubic meter)	Remark
Plot - 1	7115.2	7.92	56,352.384	47,899.526	Total quantity of waste is based on primary analysis
Plot - 2	2679.5	2.15	5760.925	4896.786	
	9794.7 sqm.	Total Quantity	62113.309 cum	52,796.312 MT.	

\*Note -

- Waste quantification was done by Digital terrain modeling (DTM) & 3D mapping using photogrammetry software DronDeploy and WEDODM.
- The average height of dumped waste has taken after the 3D mapping height profile and current road and surrounding area.
- Density of waste considered in 1 cubic meter .850MT as per current site condition.

## कार्यालय नगर आयुक्त, नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 e-mail:- nagarnigamrudrapur@gmail.com visit-www.nagarnigamrudrapur.com

पत्रांक - 2004 / स्वा0अनु0 / 2023-24 / P.B.

दिनांक- 21 अक्टूबर, 2023

### NOTICE INVITING TENDERS

सर्व साधारण को सूचित किया जाता है कि नगर निगम, रुद्रपुर में इस कार्यालय के पत्रांक 1314 / मु0कार्या0 / 2023-24 / पी0बी0 दिनांक 28.08.2023 के द्वारा नगर निगम, रुद्रपुर में नगर निगम रुद्रपुर क्षेत्रान्तर्गत ट्रॉचिंग ग्राउण्ड पर प्रकृति लगभग 26000 मीट्रिक टन Current Waste का वैज्ञानिक विधि से निस्तारण किए जाने हेतु जारी ई निविदा को निरस्त किया जाता है तथा वर्तमान में पत्रांक 1966 / स्वा0अनु0 / 2023-24 दिनांक 17.10.2023 में जारी Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur as per SWM rules निविदा की Key Dates में सम्पन्न किया गया है जिसकी विस्तृत जानकारी उत्तराखण्ड शासन की वेबसाइट www.uktenders.gov.in नगर निगम, रुद्रपुर की वेबसाइट www.nagarnigamrudrapur.com से डाउनलोड की जा सकती है। निविदा के सम्बन्ध में किसी भी कार्य दिवस पर प्रातः 10:00 बजे से सांय 05:00 बजे तक नगर निगम, रुद्रपुर में सम्पर्क किया जा सकता है।

-ह0-

(नरेश चन्द्र दुर्गापाल)  
नगर आयुक्त  
नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)

-ह0-

(रामपाल सिंह)  
महापौर  
नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)



## कार्यालय नगर आयुक्त, नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 E-mail:- nagarnigamrudrapur@gmail.com

Visit-www.nagarnigamrudrapur.com

पत्रांक - / स्वा0अनु0 / 2023-24

दिनांक- अक्टूबर, 2023

प्रतिलिपि:- निम्न कों सूचनार्थ एवं नोटिस बोर्ड पर चस्पा हेतु।

1. कार्यालय जिलाधिकारी, ऊधमसिंह नगर।
2. कार्यालय मुख्य विकास अधिकारी, ऊधमसिंह नगर।
3. कार्यालय वरिष्ठ कोषाधिकारी, ऊधमसिंह नगर।
4. कार्यालय उपजिलाधिकारी, ऊधमसिंह नगर।
5. कार्यालय नगर निगम, रुद्रपुर, ऊधमसिंह नगर।
6. सम्पादक, दैनिक समाचार पत्र दैनिक जागरण एवं अमर उजाला को इस आशय से प्रेषित कि उपरोक्त ई-निविदा सूचना को 6X8 सेमी0 साईज में अपनी व्यवसायिक दरों में 30 प्रतिशत या उससे अधिक छूट देते हुए अपने समाचार पत्र के आगामी अंक में प्रकाशन का कष्ट करें तथा भुगतान हेतु बिल के साथ समाचार पत्र की दो प्रति सहित इस कार्यालय को उपलब्ध कराने का कष्ट करें।
7. श्री तपन कुमार राय, डा.ई.आ., नगर निगम रुद्रपुर को इस निर्देश के साथ प्रेषित कि उपरोक्त निविदा सूचना को उपरोक्तानुसार उत्तराखण्ड शासन की वेबसाइट www.uktenders.gov.in एवं नगर निगम, रुद्रपुर की वेबसाइट www.nagarnigamrudrapur.com पर अपलोड करना सुनिश्चित करें।

उप नगर आयुक्त  
 नगर निगम, रुद्रपुर  
 ऊधमसिंह नगर

**NAGAR NIGAM RUDRAPUR  
GOVERNMENT OF UTTARAKHAND**

Tender Notice.....2004.....

Date...21/10/2023

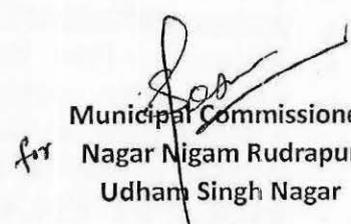
**Notice Inviting Tender**

Online bids are invited from experienced bidders for the following work as listed below and will be received online on the website [www.uktenders.gov.in](http://www.uktenders.gov.in) as per time schedule (key dates) in the notice published on the above website.

Sl. No.	Events	Details and key dates
1.	Name of the work	Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur as per SWM rules.
2.	Last Date/Time of Bid Submission	02/11/2023, 03:00 PM
3.	Last Date / Time of Submission of Tender Fee & EMD	03/11/2023, 11:00 AM
4.	Date of Bid Opening	03/11/2023, 03:00 PM
5.	Bid Submission Address	Nagar Nigam Rudrapur

**Note:**

1. The Bidder shall have to submit their bids online and upload the relevant documents from as per key schedule (key dates)
2. The bidders intending to participate in this tender are required to get enrolled /registered on the e – procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in). Enrolment /registration on the above portal is mandatory.
3. Tender documents can be purchased only online from <https://uktenders.gov.in> by making online payments as specified above as per key dates. The bidder shall have to submit their bids online and upload the relevant documents from as per time schedule (key dates)
4. Conditional tender will not be accepted and liable to be rejected. RNN reserves the right to accept or reject any or all tender without assigning any reasons thereof.

  
 Municipal Commissioner  
 for Nagar Nigam Rudrapur  
 Udham Singh Nagar

कार्यालय नगर आयुक्त, नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 e-mail:- nagarnigamrudrapur@gmail.com visit-www.nagarnigamrudrapur.com

पत्रांक - 1966/स्वा0अनु0/2023-24 / P.B.

दिनांक- 17 अक्टूबर, 2023

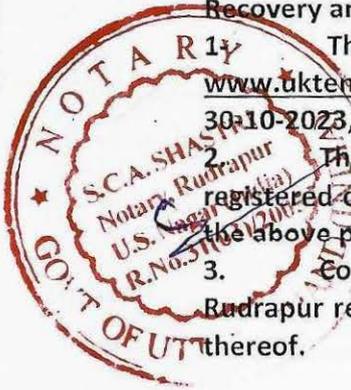
**NOTICE INVITING TENDERS**

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The bidders shall have to submit their bids online on the website [www.uktenders.gov.in](http://www.uktenders.gov.in) and upload the relevant documents from 18-10-2023, 11:00 am to 30-10-2023, 05:00 pm.

The bidders intending to participate in this tender are required to get enrolled/registered on the e-procurement web site <https://uktenders.gov.in> Enrolment /registration on the above portal is mandatory.

3. Conditional tender will not be accepted and liable to be rejected. Nagar Nigam Rudrapur reserves the right to accept or reject any or all tender without assigning any reasons thereof.



—ह0—

(नरेश चन्द्र दुर्गापाल)

नगर आयुक्त

नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)

—ह0—

(रामपाल सिंह)

महापौर

नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)



कार्यालय नगर आयुक्त, नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 E-mail:- nagarnigamrudrapur@gmail.com

Visit-www.nagarnigamrudrapur.com

पत्रांक - /स्वा0अनु0/2023-24

दिनांक- अक्टूबर, 2023

प्रतिलिपि:- निम्न कों सूचनार्थ एवं नोटिस बोर्ड पर चस्पा हेतु।

1. कार्यालय जिलाधिकारी, ऊधमसिंह नगर।
2. कार्यालय मुख्य विकास अधिकारी, ऊधमसिंह नगर।
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नगर आयुक्त  
नगर निगम, रुद्रपुर  
ऊधमसिंह नगर

**NAGAR NIGAM RUDRAPUR  
GOVERNMENT OF UTTARAKHAND**

Tender Notice.....1966.....

Date...17/10/2023

**Notice Inviting Tender**

Online bids are invited from experienced bidders for the following work as listed below and will be received online on the website [www.uktenders.gov.in](http://www.uktenders.gov.in) as per time schedule (key dates) in the notice published on the above website.

Sl. No.	Events	Details and key dates
1.	Name of the work	Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur as per SWM rules.
2.	Mode of Bid Submission	Online only
3.	Tender Fee and Bid Security	<b>Tender Fee: Rs. 10,000/+ 18% GST = 11,800 (Rupees Eleven Thousand Eight Hundred Only)</b> in form of DD in favour of Municipal Commissioner, Nagar Nigam Rudrapur <b>EMD Fee:Rs. 6,00,000/- (Rupees Six Lacs Only)</b> in form of BG/FDR in favour of Municipal Commissioner, Nagar Nigam Rudrapur
4.	Date / Time of Publication of Tender on Website	18/10/2023, 11:00 AM
5.	Last Date of receiving queries by mail (nagarnigamrudrapur@gmail.com)	21/10/2023, 02:00 PM
6.	Date of Pre-bid meeting	21/10/2023 03:00 PM (Online)
7.	Last Date/Time of Bid Submission	26/10/2023, 03:00 PM
8.	Last Date / Time of Submission of Tender Fee & EMD	27/10/2023, 11:00 AM
9.	Date of Bid Opening	27/10/2023, 03:00 PM
10.	Bid Submission Address	Nagar Nigam Rudrapur
11.	Helpline No. of e-Procurement Cell	

**Note:**

1. The Bidder shall have to submit their bids online and upload the relevant documents from as per key schedule (key dates)
2. The bidders intending to participate in this tender are required to get enrolled /registered on the e – procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in). Enrolment /registration on the above portal is mandatory.
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**Municipal Commissioner**  
**Nagar Nigam Rudrapur**  
**Udham Singh Nagar**

**NAGAR NIGAM RUDRAPUR  
GOVERNMENT OF UTTARAKHAND**

invites

**Request for Proposal**

for

**Selection of Bidder for the Bioremediation and Clearing of  
Legacy Waste through Bio-remediation, Biomining, Resource  
Recovery and Scientific Rejects Disposal at Rudrapur as per  
SWM rules.**



**Volume-1**

**NIT No: .....**

**Date: .....**

Issued By: -

**Municipal Commissioner,  
Nagar Nigam Rudrapur  
Nainital Road, Near Indira Chouraha,  
Rudrapur, District - Udham Singh Nagar  
Uttarakhand - 263153**



### Disclaimer

The information contained in this Request for Proposal ("RFP") Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Nagar Nigam Rudrapur, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors or Uttarakhand Urban Development Directorate or Uttarakhand Public Private Partnership Cell, is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors or Urban Development Directorate or Uttarakhand Public Private Partnership Cell to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The Government Representatives, their employees, advisors and Uttarakhand Public Private Partnership Cell make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. Some information and details are being given as per the already partially executed project by the previous concessionaire. Due diligence should be applied in examining the existing infrastructure etc fully or partially executed in the project. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.





## Table of Contents

1	Brief Particulars of Work.....	1
2	Instructions to Bidders for Pre-Qualification.....	13
3	Eligibility Criteria and Information Required to be Furnished by the Bidders.....	18
4	Evaluation and Qualification Procedure.....	21
5	Preparation & Submission of E-Bids.....	23
6	Criteria For Evaluation of the Performance of Contractors for Pre-Qualification.....	25
	Form - I.....	27
	Form - I A.....	28
	Form - I B.....	29
	Form - II A (i).....	30
	Form - II B.....	31
	Form - III.....	32
	Form - IV.....	33
	Form - V.....	34
	Form VI-A.....	35
	Form VI - B.....	36
	Form - VI C.....	37
	Form - VI D.....	38
	Form -VII.....	39
	Form - VIII.....	40
	Form - IX.....	41
7	Project Information Memorandum.....	48
8	Selection of Technology.....	70
9	Treatment Process.....	74
10	Standard Procedures for Operations.....	76
11	Management Plans.....	81



## Brief Particulars of Work

### 1.1. Introduction

The composition of mixed waste dumped at old sites is more or less similar across the State. Bio-remediating the dump site is important to reclaim the space and also to save on GHG emissions. It is probably the quickest and the most frugal way possible to solve problem of legacy of waste accumulated at dumpsites.

Bioremediation is a simple mechanical-biological treatment which aerobically composts organic fraction of mixed waste and offers a low-cost solution to reduce the climate impact of landfill sites – the highest GHG generator in the waste sector. It requires aeration of mixed waste in old dumps by formation of windrows and spraying microbial culture that rapidly degrades organic matter aerobically, thus ceasing the production of methane and leachate to nearly zero. For proper aeration, the windrows are mechanically turned weekly multiple times, which ensures faster degeneration. It has been demonstrated to reduce the volume of waste by up to 40 per cent, after 4 turnings. The potential of methane gas generation is theoretically brought down by 90 per cent, compared to merely dumping an equivalent quantity of waste unprocessed (Bogner et al, 2007). Mechanical-biological methods could also be used in combination in upgrading landfill sites (ISWA 2009).

After bioremediation, the stabilised waste can be screened for recovery of organic manure, recyclables (polymers, metals, etc.) and high-calorie materials (textiles, timber, coir, etc.). The remaining non-compostable, non-recyclable and low-calorie materials (mostly inert) can be used as fillers material. The screened material of high-calorific value can be processed into refuse derived fuel (RDF) for incineration with energy recovery or co- combustion in high temperature industrial furnaces like cement kilns, boilers, etc.

Landfill sites currently may be the largest GHG emitter in the waste sector but reducing their emissions and subsequent climate impact is relatively easy to achieve. Bioremediation is an excellent interim solution to quickly save on emissions from such sites,

As regards the large accumulated mixed waste at landfill sites which are used as dumpsites, bioremediation provides a low-cost and expedient solution to the problem of the large accumulated mixed waste at landfill sites. Bio-remediation further makes it possible to extract resources from the stabilised waste and reuse the same productively, while at the same time releasing space for other uses at the landfill sites. It works both towards financial and environmental sustainability.

### 1.2. Objective

- a) The overall objective of this project is Treatment of Legacy Waste dumped at Kashipur – Sitarganj Highway at Pahadganj Rudrapur through Bio-Remediation, Resource Recovery and Scientific Rejects Disposal, RDF as per norms/specifications mentioned in CPCB Guidelines, Solid Waste Management Manual 2016. The sub objectives are as follows:
  - i. To comply with Solid Waste Management Rules, 2016 and applicable laws, rules, guidelines in India and best Engineering practices.
  - ii. To improve the existing standards of public health and environmental quality through bioremediation of existing legacy waste including selling of recyclables.
  - iii. Promote and protect the quality and sustainability of overall urban environment in the service area.

### 1.3. Project Background

The Swachh Bharat Mission (SBM) originates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014. 'We must not tolerate the indignity of homes without toilets and public spaces littered with garbage'. For ensuring hygiene, waste management and sanitation across the nation, a "Swachh Bharat Mission" was launched.



This proposed project aims at reclamation of land from the existing dumpsite at Kashipur – Sitarganj Highway at Pahadganj Rudrapur through the process of Bio-remediation.

Nagar Nigam Rudrapur Intends to select interested parties through a competitive bidding process, issues this Bid Document for the selected city to all the interested parties (Bidders). Bidders are required to submit per MT processing and disposal cost as per provisions of this Bid document (Proposals).

- 1.3.1. The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the bid document.
- 1.3.2. Detailed scope of the assignment/ job has been described in the document.
- 1.3.3. The date, time and address for submission of the proposals have been given.
- 1.3.4. Bidder should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ job and Local conditions, the Bidder may undertake physical survey of the ULB's.
- 1.3.5. The Employer will provide at no cost to the Bidder the inputs and facilities specified in the document, assist the Bidder in obtaining licenses and permits needed to carry out the Assignment/ job, and make available relevant project data and reports.
- 1.3.6. Bidder shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

It is hereby clarified that the bidders are required to assess their own project cost. Nagar Nigam Rudrapur and / or its officials shall not be responsible to any bidder for any loss on this account.

#### Current Scenario at Kashipur – Sitarganj Highway at Pahadganj Rudrapur

Sl. No.	Description	Details
1.	Dumpsite Site Location	Kashipur – Sitarganj Highway at Pahadganj Rudrapur
2.	Dumpsite Site Location Coordinates	Lat 28.967050° Long 79.402659°
3.	Approximate Total Legacy Waste at Site (Legacy Waste) to be processed for Dumpsite reclamation	53,000 MT
4.	Total Area of the Site	9794.7 sqm.

#### 1.4. Scope of Work

##### 1.4.1. The brief particulars of the work:

- Treatment of Legacy Waste through Bio-Remediation, Resource Recovery like RDF, Bio-soil and Scientific Rejects Disposal as per norms/specifications mentioned in CPCB Guidelines, Solid Waste Management Manual 2016.
- Contractor shall need to do Bio-remediation of 100% legacy waste, re-disposal of maximum 10% residual inert and reclamation of minimum 90% Land at original State as per the guidelines laid down by CPCB including all steps to follow mandatorily under the Schedule J of the said guidelines (Successful bidder if desires and is able to achieve 100% reclamation, he may do so).
- Contractor shall take all necessary permissions and NOCs from concerned authorities for the purpose of proposed Bio-remediation works. Contractor will have to do all the legal/pursuance work for this, department will assist contractor whenever and wherever required. CTE/CTO is already obtained by NNR for existing plant and landfill. contractor need to obtain CTE/CTO/authorisation for legacy project.
- Contractor shall have to make own arrangements for the T&P, equipment and all other accessories, temporary electrical connection, water for construction purposes etc. that may be



required for proper completion of the work. Equipment with least area requirement, higher output/screening capacity without impairing quality of product shall be given priority.

- e) Dumpsite reclamation shall be done by dividing the site into suitable sectors/loops/phases in consultation of the Engineer-in-charge based on the priority of land reclamation.
- f) Contractor shall be responsible for Carrying out the entire project work in accordance with the DPR, Detailed Action Plan and time schedule proposed approved by the Authority and completing the work within the Contract Period as per the agreed Deployment schedule.
- g) Contractor shall have to deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration as mentioned in PIM Option A or Option B in consultation with the Engineer-in-charge/PMC.
- h) Contractor shall have to do the Installation of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- i) Contractor shall be responsible for construction of temporary shed, platform and creation of facilities for handling, and quantifying the excavated MSW.
- j) Contractor shall have to do the stabilizing waste through application of Bio-Culture, herbal/biological sanitizers, inoculants or through any suitable scientific method. Odour shall be controlled and minimized through application of herbal/biological sanitizers or other scientific method.
- k) Contractor shall be responsible to Segregate the excavated MSW into as many kinds and categories as possible of Useful Material such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D Waste) and Un- useful material such as residual Solid Waste.
- l) Contractor shall be responsible for Packing, storing, stacking, selling, diverting for recycling and marketing of all Useful Material generated from any month of operation shall be disposed off on or before the end date of next month.
- m) Contractor shall be responsible for packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants.
- n) Contractor shall be responsible for transporting, spreading and compacting the segregated C&D, Soil and Inert as filler material in the low-level area or quarry area and depression as approved by NNR with proper compliance to the statutory requirements.
- o) The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Bidder account. The Bidder shall initiate the sale or disposal process of the material by-products only after the intimation to the authority.
- p) Contractor shall handover reclaimed land and scientifically capped residual solid waste disposal site to the Authority in a good and acceptable condition as per SWM Rules 2016 and CPCB Guidelines etc.
- q) Contractor shall use only covered body vehicles for the transportation of materials
- r) Contractor shall be responsible for Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards.
- s) Contractor shall be responsible for Providing security arrangement for the project site, machineries, equipment etc. at its own cost
- t) Weighment System: The Contractor shall install required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of legacy waste to be processed. This weighment system should meet following conditions:
  - i. It should be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with back-up server facility.
  - ii. It should be operated in CCTV surveillance with data storage of entire contract period.



- iii. Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
- iv. Any malfunctioning in operation of weighment system will be the responsibility of Contractor and same shall be required to be rectified within period of 24 hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of contractor.
- v. Volumetric analysis of waste to be done each month.
- u) Contractor shall carryout Total Station Survey/DGPS Survey/ Drone Topography Survey of complete project site including area earmarked in which Bio- remediation is to be done on monthly basis to account for the physical progress of land reclamation at the site. The survey report shall be submitted along with each running bill. Successful bidder shall also calculate in-situ density of waste by making sufficient number of sample pits in each vertical lift of 1.5 meter in consultation with the Engineer-in-charge/PMC. Initial and final contour of site may be utilised for checking the accuracy at end of project.
- v) Contractor shall be liable to install weighbridge and maintain the records of waste excavated and transported for segregation and the products like Bio-soil, RDF and Inert dispatched from site for disposal.
- w) Contractor shall produce a test certificate for the waste components as per the norms/provisions from an authorized laboratory approved by the Engineer-in-charge. In addition to this Engineer-in-charge can periodically ask for testing of recovered material from IITs/NITs/ other Government Reputed Institutes, cost of such testing including transportation of testing material from site and/or transportation of machinery for testing on site shall be borne by the contractor.
- x) Contractor shall conduct its own due diligence for site investigation, analysing the characteristics, composition and quantum of the waste at the Project site.
- y) Successful Bidder/Bidders shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorised laboratories/agencies and submit the report on monthly basis.
- z) Successful Bidder/Bidders and NNR shall jointly earmark a land parcel for dumping of fresh waste sufficient for the contract period in case fresh waste processing facility do not start operating at optimum capacity.
- aa) Contractor shall be responsible for ICT based monitoring of project including but not limited to establish CCTV cameras, weigh bridge integration to central server and web/App based online data entry logbooks to record the input and output quantity of waste. The bidder to also provide access of all such monitoring paraphernalia to the project authority & PMC.
- bb) Successful Bidder/Bidders shall apply all such methods, processes, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.
- cc) Contractor shall be responsible to Create facilities and make arrangements for controlling/mitigating the emission, pollution and contamination (Environment Impact) including air, water and soil including mitigation for of Leachate, dust, odour and noise pollution.
- dd) Contractor shall take precaution of minimizing flies, rodents and bird menace and fire hazards.
- ee) Contractor shall be responsible to provide fire protection measures and safety equipment.
- ff) Contractor shall be responsible to deploy the technology in accordance with present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.
- gg) Contractor shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Contractor.
- hh) The legacy waste material that is recovered from the dumpsite and converted into a resource material shall be disposed/sold by the bidder at facilities/site approved by Nagar Nigam Rudrapur.
- ii) Conducting/providing/arranging testing of materials as desired by Engineer-In-Charge.
- ii) Any other activity of work as contractor or Engineer in charge may feel necessary to complete the work as per drawings, specification & contract agreement, which are not included in above



mentioned or elsewhere in the tender document, but are necessary for proper completion of work shall be deemed to be incorporated in the scope of work.

kk) The contractors are advised to go through the specifications carefully and acquaint themselves with the nature of work, the difficulties likely to be encountered during the execution of work before quoting their rates. The rates should be comprehensive enough to overcome such difficulties. The percentage rates quoted/offered in schedule G should be inclusive of cost of all materials labour, T&P and all taxes whether levied by Central Govt. or State Govt. or local Authorities during currency of the contract etc. as no claim or compensation on these accounts shall be entertained.

ll) The bidder must visit the site before quoting the rates and will have to submit (during e-tendering) preliminary bar-chart as per actual site conditions and nature of work.

mm) Supply of completion drawings after completion of work as per requirement of Engineer in charge. No extra payment for this shall be admissible.

nn) Defect Liability Period: 12 months after completion of work satisfactorily.

#### 1.4.2. Detailed Scope of Work

NNR desires to select eligible contractor for Design, Build & Operate the required infrastructure for Dumpsite Land Reclamation through Bio-remediation, resource recovery and 100% clearing of legacy waste site at Kashipur – Sitarganj Highway at Pahadganj Rudrapur, including selling/scientific disposal of recovered material after processing.

Broadly, the Project involves achieving Bio-remediation of 100% legacy waste and re-disposal of maximum 10% of residual inert and reclamation of minimum 90% of the dumpsite land (Successful bidder if desires and is able to achieve 100% reclamation, he may do so) adopting scientific means and mechanism, by Excavating compacted mixed garbage which underwent biological degradation, making onsite windrows, taking all the materials excavated in the assigned land areas, segregating excavated waste into usable fraction like Bio-soil, RDF, inert & C&D waste by using suitable set of Mechanical Sieving Machine or any other equipment and 100% disposal of recovered materials.

The brief scope of work to be carried out by the selected Bidder during the execution of the intended project includes, but not limited to, the following component:

- i. The estimated quantity of Legacy waste currently laying at site is 53,000 Metric Tonnes.
- ii. Quantity of Legacy Solid Waste mentioned Project Information Memorandum may vary. Contour survey conducted by NNR is one year old and hence is not relevant in present condition. Contractor needs to do contour survey before starting the work.
- iii. The project completion period of work shall be less than or equal to 90 days.
- iv. Successful Bidder/Bidders shall carryout Total Station Survey/ Drone Topography Survey of complete project site including area earmarked in which Bio- remediation is to be done on monthly basis to account for the physical progress of land reclamation at the site. The survey report shall be submitted along with each running bill.
- v. Successful Bidder/Bidders shall also be liable to maintain the records of waste excavated and transported for segregation and the products like Bio-soil, RDF and Inert dispatched from site for disposal.
- vi. Successful Bidder/Bidders need to reclaim the entire dumpsite land through Bio-remediation process as per the guidelines laid down by CPCB including all steps to follow mandatorily under the Schedule J of the said guidelines.
- vii. Successful Bidder/Bidders and NNR shall jointly earmark a land parcel for dumping of fresh waste sufficient for the contract period in case fresh waste processing facility do not start operating at optimum capacity.
- viii. Successful Bidder/Bidders shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on monthly basis.



- ix. Successful Bidder/Bidders shall conduct its own due diligence for site investigation, analysing the characteristics, composition and quantum of the waste at the Project site.
- x. Dumpsite reclamation will be done by dividing the site into suitable sectors/loops/phases in consultation of the Engineer-in-charge based on the priority of land reclamation.
- xi. Usually, the top layer has fresh waste, dust and may have several materials in the active biological state. This layer is to be stabilized through application of Bio-Culture, herbal/biological sanitizers, inoculants or through any suitable scientific method as proposed by the Successful Bidder/Bidders and accepted by the Engineer-in-charge. Odour shall be controlled and minimized through application of herbal/biological sanitizers or other scientific methods.
- xii. The baseline calculation on the volume and density of waste dumped is done by the authority and that shall be treated as baseline to start the work however the monthly analysis of the volume through contour survey. Successful bidder shall also calculate in-situ density of waste by making sufficient number of sample pits in each vertical lift of 1.5 meter in consultation with the Engineer-in-charge/PMC.
- xiii. The Bidder shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration in consultation with the Engineer-in-charge/PMC.
- xiv. Successful Bidder/Bidders shall make provision for installation, operation and maintenance of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- xv. Successful Bidder/Bidders shall be responsible for Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material.
- xvi. Successful Bidder/Bidders shall be responsible to Segregate the excavated (if required) MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D Waste) and Un- useful material such as residual Solid Waste.
- xvii. Successful Bidder/Bidders shall be responsible for Packing, storing, stacking, selling, diverting for recycling, marketing and recycling of all Useful Material within Thirty days of segregation at the cost of the Bidder, without accumulation in the storage facility at the project site beyond Thirty days.
- xviii. Successful Bidder/Bidders shall be responsible for Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF user like waste to energy or co-processing in cement plants or to thermal power plants.
- xix. Successful Bidder/Bidders shall be responsible for Stacking, transporting, spreading and compacting the segregated C&D, Soil and Inert as filler material in low level and depression area within the site and prepare well compacted and clear ground for proposed development at site or disposing such material in the low-level area or quarry area at the cost of the Bidder with proper compliance to the statutory requirements.
- xx. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Bidder account. The Bidder shall initiate the sale or disposal process of the material by-products only after the intimation to the authority.
- xxi. Successful Bidder shall handover reclaimed land and scientific residual solid waste disposal site to the Authority in a good and acceptable condition as per SWM Rules 2016 and CPCB Guidelines etc.
- xxii. Successful Bidder/Bidders shall be responsible for Carrying out the entire project work in accordance with the DPR, Detailed Plan of Action and schedule proposed by Bidder and approved by the Authority at the cost of the Bidder.
- xxiii. Successful Bidder/Bidders shall Use only covered body vehicles for the transportation of materials at the cost of the Bidder.



- NOTARY  
S.C.A. SHASTRI  
Notary Rudrapur  
U.S. Nagar (U.P.)  
R.No. 31103/2016/NOTARY
- xxiv. Successful Bidder/Bidders shall apply all such methods, processes, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.
- xxv. Successful Bidder/Bidders shall be responsible to Create facilities and make arrangements for controlling/mitigating the emission, pollution and contamination (Environment Impact) including air, water and soil including mitigation for of dust, odour and noise pollution at the cost of the Bidder.
- xxvi. Successful Bidder/Bidders shall be responsible for Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Bidder.
- xxvii. Successful Bidder/Bidders shall be responsible for Providing security arrangement for the project site, machineries, equipment etc. at its own cost
- xxviii. Successful Bidder/Bidders shall take precaution of minimizing flies, rodents and bird menace and fire hazards.
- xxix. Successful Bidder/Bidders shall be responsible to provide fire protection measures and safety equipment.
- xxx. Completing the work within the Contract Period as per the agreed Deployment schedule
- xxxi. Successful Bidder/Bidders shall be responsible for ICT based monitoring of project including but not limited to establish CCTV cameras, weigh bridge integration to central server, load sensors in conveyors to record the input and output quantity of waste. The bidder to also provide access of all such monitoring paraphernalia to the project authority & PMC.

The Contractor shall produce the survey reports on monthly basis to get the volume/quantity of legacy waste processed.

The SCOPE OF WORK as mentioned in above clause of the bid document is to dispose of Legacy Waste at Kashipur – Sitarganj Highway at Pahadganj Rudrapur through scientific processing and in an environmentally sustainable manner. In addition to the contents of above clause it shall also include terms as under;

The Contractor has to set up processing facilities to dispose of Quantity of Legacy waste from the designated site through scientific processing within stipulated time from the date of start/ Work Order in accordance with Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time. The Contractor shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Contractor.

The key goal for NNR is to achieve Bio-remediation of 100% legacy waste and re-disposal of maximum 10% of residual inert and reclamation of minimum 90% of the dumpsite land (Successful bidder if desires and is able to achieve 100% reclamation, he may do so) adopting scientific means and mechanism, that too in environment friendly manner. Any fresh waste dumped at similar site, shall also be needed to be managed in scientific manner including control of odour and rapid decomposition of the waste.

Contractor has been given the liberty to undertake the remediation and management of the waste as per any of approved methodology and best available segregation machineries but have to ensure that no foul odour should be released and no menace should take place at the operational site.

The Contractor will have to deploy the technology in accordance with present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.

The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authorities & regulatory agencies during the currency of contract.



The Contractor shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Contractor.

No SLF shall be provided for the dumping of the legacy wastes by NNR. Contractor shall arrange inert dumping site. Kashipur – Sitarganj Highway at Pahadganj Rudrapur Site have own SLF but currently it is filled with unprocessed/legacy waste. Once the Bio-remediation work is complete, contractor may dispose off the residual inert subject to maximum 10% in the same SLF.

The legacy waste material that is recovered from the dumpsite and converted into a resource material shall be disposed by the bidder at site approved specified by Nagar Nigam Rudrapur. For RDF disposal shall be at Cement plant or waste to energy plant and Bio-soil to be used for non-edible plantation only.

Contractor has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted every month clearly showing monthly volumetric reduction of existing dump.

1.4.3. Record keeping and Reporting:

- a) The Contractor on behalf of client will keep the weigh bridge (to be installed by the Contractor) record of processing on daily basis. The Authority is authorized to inspect/audit the accounts. ICT based mechanism should be established to monitor weighbridge activity and measurements.
- b) The Contractor shall maintain and submit electronic reports of the above records, using software and formats approved by the Authority, on a monthly basis. All records shall be available to Authority at reasonable times and places throughout the term of any contract resulting from this Bid Document.

1.4.4. NNR shall receive Bids pursuant to this Bid Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NNR, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in NIT/Bid Document for submission of Bid (the "Bid Due Date").

1.4.5. Process of Selection: The bidder who receives highest marks in combined both technical and financial score as per the criteria as set out in section 6 of this RFP will be selected for execution of work

1.4.6. Cost of Plant & Machinery: All expenses pertaining to setting up, operation and subsequent removal of required plant & machinery shall be borne by the bidder. The capacity of equipment's to be deployed shall suffice the need to complete the task at hand in stipulated time or as the Authority feels necessary.

1.4.7. The cost of the transportation of RDF or any other product(s) including leachate handling will be borne by the selected bidder.

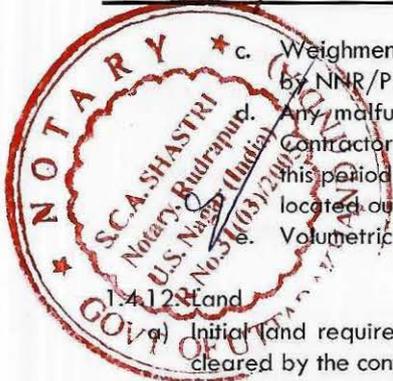
1.4.8. Cost of Electricity and Water: NNR will provide electricity at the gate of plant. The arrangement of transformer, Electric panel and cables up to machineries shall be arranged by selected bidder. Contractor may utilise existing borewell for sourcing of water. The selected bidder shall pay the bill for usage of power and water.

1.4.9. Validity of Rates: The awarded processing rates will be valid till completion of the work.

1.4.10. The bid parameter is the processing cost per MT of the legacy waste. The recyclables will be the property of the selected bidder.

1.4.11. Weighment System: The Contractor shall install required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of legacy waste to be processed. This weighment system should meet following conditions:

- a. It should be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with back-up server facility.
- b. It should be operated in CCTV surveillance with data storage of entire contract period.



- c. Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
- d. Any malfunctioning in operation of weighment system will be the responsibility of contractor and same shall be required to be rectified within period of 24 hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of contractor.
- e. Volumetric analysis of waste to be done each month.
- 1.4.12. Land

- a) Initial land required for setting up processing plant and machineries shall be required to be cleared by the contractor at legacy dump site.
- b) Contractor may utilise the available vacant land as approved by Engineer -in-charge.
- c) to meet any additional land required for subsequent expansion of the processing plant, contractor can use the land that is recovered after processing the MSW with prior approval.
- d) the land area reclaimed by processing will remain with the Authority except as required for setting up of plant which can be used till completion of project period.

#### 1.4.13. Disposal

- a) It is the sole responsibility of the Contractor to dispose of the rejects/inert generated during the process. By-products from such processing viz. recyclables, enriched soil, compost, gas, energy etc. will be the property of the Contractor. It is expected that e- waste, hazardous waste and recyclables such as the plastic, glass, metal etc. does not any way form the part of inert waste.
- b) Contractor can temporarily store by-products at waste site but shall clear them on fortnightly basis. Site for disposal of inert shall be arranged by bidder. NNR may direct the contractor to place treated inert at the site or the nearby quarry for the land levelling purpose.
- c) Comprehensive Aggregate Disposal Plan covering activities like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner will be submitted. Inert for Contractor would mean non-bio-degradable, non-recyclable and non-combustible fraction.
- d) Required permissions for processing & disposal shall be obtained by Contractor.

#### 1.4.14. Payment & Penalty Calculation Module

The payment to the Bidder will be on the basis of the amount finalised in the bid Per Metric Ton and the Bidder has to quote the rates for the same.

The volumetric analysis of the legacy waste is to be done on monthly basis through total station/Drone contour mapping/satellite imagery methods. However, the weight of the legacy waste shall also be measured at the weigh bridge (to be installed by the selected bidder) before the sieving process and after the digestion of the waste through suitable Bio-culture solution/ enzymes etc. as prescribed in the guidelines laid down by the Central Pollution Control Board under Schedule-J.

- ✓ The weight calculation with the help of the Volume (through Contour Survey) X Density measured through pit system/ baseline as per the DPR

OR

- ✓ The weight obtained through weighment of legacy waste before sieving.

Whichever is the less shall be firmed for making the payments. The appropriate documents related to the analysis done throughout the month shall be annexed with the bill submitted.

The Authority will target to complete the bill payment within 21 days of receiving the invoice. However, in case of any delay on authorities' part in verification beyond 21 days. 75% payment shall be released immediately and the remaining 25% payment after verification by the Authority (if available). However, on further delay beyond 14 days on part of authority this 25% shall also be released and if any discrepancies found by the authority during monitoring the excess payment and penalties may be

**Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur**



deducted from future bills (but the same is not valid beyond 60 days' time period- if a valid reason is not specified).

**1.4.15. Penalties**

a) Non-Compliance Penalties: The following penalties shall be imposed by Authority on the Selected Bidder:

Sl.No.	Description	Penalty
1.	If there is delay in commissioning of processing plant beyond the scheduled date	Rs.600000 per month (One month will be considered if the delay is more than 21 days but less than 31 days)
2.	If Bio-remediation is not completed within stipulated completion period,	A penalty of 25% of processing fee quoted will be imposed on monthly basis for the quantum of waste remained un-processed at the start date of particular month.
3.	If the allocated site is not clear even after 90 days of stipulated completion date	Rs.100000/- on per week basis, till the site is reclaimed and handed over.
	In case of non-compliance observed by regulatory authority (UKPCB etc) any at site	Rs. 10000/- on per day basis or the penalty imposed by the regulatory authority, whichever is higher, till the compliance is ensured.
5.	The Contractor is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on road side or on other's property. Every disposal vehicle shall be GPS fitted to track the disposal location. If the residual waste is dumped on road side or any other non-designated site penalty will be imposed	Rs. 5,000/- per event will be charged to the Contractor.
6.	If the quantity of inert waste to be disposed of in the sanitary landfill is more than the 10% quantity of waste received at site	Rs.500 per ton shall be charged on the extra weight than 10% of the total waste.
7.	In the event that the chosen bidder does not provide the certificate demonstrating the co-processing of RDF material derived from the treatment of Legacy Waste.	Rs. 1000/- per metric tonnes shall be charged to the contractor.

Note: Even after the delay of 3 months from the stipulated time of completion, the contractor does not complete the work, RNN may terminate the contract and award the work to another contractor at his own risk and cost basis. In such conditions, the performance security shall be forfeited by RNN

**1.4.16. Hand Back and Transfer:**

Once all the waste is processed and the site is cleared the bidder needs to hand back the reclaimed land to authority free from any encumbrances and encroachment. The bidder needs to clear the site of all the vehicles and equipment and transfer the process inert/rejects to the sanitary landfill located in the waste processing site located in the city. The reclaimed land has to be in level condition with all the green belt intact and the bidder has to do basic landscaping (grass and tree plantation) and barbed wire fencing at its own cost (borne by bidder) of the land parcel before handover.

**1.4.17. Human Resource:**

a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.



- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to followings:
- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
- e. At all times during continuance of the contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- g. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Not with standing anything contained herein, the ULB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost thereof from the agency.

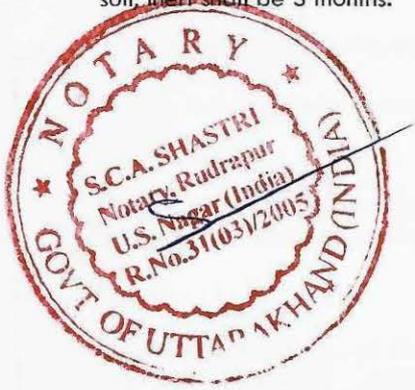
#### 1.4.18. Pre-Operational Activities:

The Bidder shall have to complete the following activities before starting production of bye - product. The Bidder shall commence all activities concurrently. The details of activities are as follows:

Sl. No.	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2.	Acceptance of LOA cum work order from agency	Within two (2) days from the date of issue of LOA cum work order.
3.	Deposit of Performance Security	Within five (5) days from the date of issue of LOA cum work order.
4.	Signing of Agreement	Within seven (7) days from the date of issue of LOA cum work order.
5.	Submission of plan of action	Within seven (7) days from the date of issue of LOA cum work order to the Agency.
6.	Mobilization of the machinery and Manpower/ start of work	Within ten (10) days from the date of issue of LOA cum work order to the Agency.
7.	Erection & commissioning of plant & machinery	Within Twenty (20) Days from the date of issue of LOA cum work order to the Agency.
8.	Completion of 25% Quantity	Within Thirty (30) Days from the date of issue of LOA cum work order to the Agency.
9.	Completion of 50% Quantity	Within Fifty (50) Days from the date of issue of LOA cum work order to the Agency.
10.	Completion of 75% Quantity	Within Seventy (70) Days from the date of issue of LOA cum work order to the Agency.
11.	Completion of 100% Quantity	Within Ninety (90) Days from the date of issue of LOA cum work order to the Agency.



Note: Project period for bioremediation and reclamation of land including disposal of 100% RDF, Bio-soil, inert shall be 3 months.





## 2 Instructions to Bidders for Pre-Qualification

- 2.1. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/ tender/ bidding/ tendering, etc.) are synonymous.
- 2.1.1. The term "Contract", in relation to pre-qualification of bidders, shall mean an Agreement and/or work orders.
- 2.2. This document relates to pre-qualification for the work under bid with a defect liability period of 3 months from date of handing over of works. Responsibility for handing over of completed works shall lie with the bidder.
- 2.3. Prohibition from Bidding:
- 2.3.1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under Central or the State Government.
- 2.3.2. Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the organised crime or gangster activities or Mafia or Goonda or Anti-social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.
- 2.3.3. Any agency / firm against which any investigating authority has instituted any vigilance enquiry or there are criminal proceedings in any Court of law or has been debarred or blacklisted during the last 5 years from the last date of bid submission, by any Govt. / Semi Govt. /Board/ Corporation / private organizations shall not be considered. An affidavit of this effect shall be submitted by the participating agencies / firms.
- 2.3.4. Any bidder who is an Advocate and/or Registered with any State Bar Council/Bar Council shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be treated as automatically cancelled.
- 2.4. The bidder has to upload and produce for execution of agreement, original copies of Form- I to IX and Capability Statement etc. The above documents shall be retained for execution of Agreement.
- 2.5. The Pre-qualification of the agencies / firms is confined to invitation of such firms who have earlier demonstrated their capability and capacity in executing similar projects in a time bound, prestigious & professional manner with high standards of workmanship within specified cost. The pre-qualification will be made on basis of the past record and successful completion of such projects in the stipulated time with good quality, proven technical competence, experience of handling works of comparable magnitude and complexity, expertise and know- how in the relevant field, financial resources, technical manpower and construction equipment owned by Bidders and other requirements laid down in the prescribed Pre-qualification document.
- 2.6. The Bidder intending to submit pre-qualification documents will have to be experienced in executing similar type of works as defined in Para 3.2.
- 2.7. Should bidders have any queries regarding the pre-qualification document, this should be submitted to the Tender inviting authority in writing at least 7 days before the scheduled date of bid submission. Any query received after scheduled date would not be entertained and will be treated as void.
- 2.8. Pre-qualification document contains various formats and the same are to be used for furnishing the required information. The enclosed formats should be filled in completely and legibly and response must be provided for each item included in Appendices. In the event that a Bidder considers it inappropriate to respond to a particular item; this shall be filled as not applicable. If necessary, pages containing additional information may be attached to buttress the eligibility of bidder.



Bidder should note that all the formats prescribed, need to be filled even if such information is Nil. It should be clearly indicated, failing which the bid may be treated as non-responsive.

- 2.9. All information requested shall be provided in English language, type written. Each page of the Pre-qualification document shall be duly signed and page numbered by the Bidder or his authorized representative, over writing should be avoided. Correction, if any, should be made by neatly crossing out, initiating, dating and re-writing.
- 2.10. Supporting documents shall be uploaded after scanning original or photocopy, as may be applicable, duly attested by a Gazetted Officer / Magistrate/Notary as prescribed in NIT. Document generated by the firm can be self-attested. The Bidder shall have to submit original documents as and when demanded.
- 2.11. Failure to provide information which is essential to judge Bidder's qualifications or to provide timely clarifications or substantiation of the information supplied may result in disqualification of the Bidder for the particular bid.
- 2.12. All documents submitted within due time and date, by the Bidders will be treated as Confidential and will not be returned.
- 2.13. Nagar Nigam Rudrapur may not necessarily inform all Bidders of the result of their applications. Nagar Nigam Rudrapur reserves the right to accept or reject any or all applications and to annul the pre-qualification process and there by reject all Bidders without incurring any liability to the affected Bidders or any obligation to inform the Bidder of the ground for the action of NNR.
- 2.14. The intending bidders who desire to see the site may visit at their own cost.
- 2.15. NNR will not reimburse any costs involved in the preparation and submission of pre-qualification document or in connection with any site visit made.
- 2.16. Suppression of Facts: Any information furnished by the Bidder found (immediately or at a later stage) to be forged or incorrect or concealment of any information, would render him liable to be debarred from tendering / taking up of works. Further action shall be taken as per tender conditions including forfeiture of earnest money deposited.
- 2.17. Information regarding litigation in past five years which the bidder is involved in, has to be submitted in prescribed format. The name of the parties' concerned, and disputed amount, should also be given in the enclosed format.
- 2.18. Solvency Certificate issued by any Scheduled Commercial Bank shall be accepted, which will be valid for a period of one year from the date of issue unless otherwise mentioned.
- 2.19. Nature of Firm/Bidder:
- 2.19.1. The Bidder may be individual, propriety firm, firm in partnership, limited company- public or private or corporation or society. In case of individual/proprietorship firm the bid is required to be signed by sole proprietor with his full name and current address, while in case of partnership firm the bid should be signed by all those partners in the firm with full name and current address, an affidavit to this effect and certified copy of partnership deed (as registered with registering authorities) is required to be attached with bid. However, in case of limited firms / companies, the bid is required to be signed by the authorized signatory, a power of attorney in his favour to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration along with a copy of Memorandum of Articles of Association (as registered with registering authorities) duly



notarized by a Public Notary should be attached with the bid. Employer will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

2.19.2 Deleted

2.20. The Contract shall be for the treatment of legacy waste through bio- remediation, resource recovery and scientific rejects disposal work, as described in Chapter-1 based on the priced Bill of Quantities/ percentage rates submitted by the Bidder.

2.21. The Bidder shall adopt the Percentage Rate Method and quote the same in e-tender portal as specified in the excel sheet for the purpose; only the same option is allowed to all the Bidders. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates.

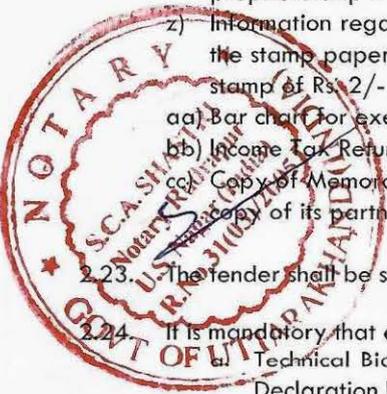
a) In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work.

2.22. The Bidder will furnish the following mandatory information on e-tender portal, failing which the bidder may get disqualified. Additional pages can be added to give complete desired information. Nil information is also required to be indicated as such and submitted. Omission of any format shall be taken as 'Nil' information and will be evaluated accordingly.

- a) Proof of submission of Tender Fee and EMD.
- b) General information in Form-I
- c) Declaration on Form - I A. (Earnest Money)
- d) Declaration on Form - I B. (Affidavit of Bid Validity)
- e) Character Certificate in Form I-C of all partners on approved format of issuing state.
- f) financial information in Form- II (A).
- g) Copies of Audited Balance Sheet, Profit and Loss Account for Previous 5 (five) Financial Years duly certified by the Chartered Accountant with UDIN.
- h) Bank Solvency Certificate issued by a prescribed Bank on Form II-B issued by Indian Nationalised Bank, which will have validity of one year from date of issue unless otherwise mentioned.
- i) List of similar works executed during last 10 years generally as per Form-III along with supporting documents such as performance certificate issued by the client department/construction agency not below the rank of Executive Engineer/ Project Manager. (See clause 3.2 of this section). The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.
- j) List of all works which have been awarded/ in progress as on date of submitting this application as per Form-IV.
- k) Details of technical personnel with bidder in Form-V.
- l) Format for performance report in Form-VI (A&B). Ambiguous Performance Certificates will not be considered for evaluation.
- m) Proposed Technology/Methodology in Form- VI (C)
- n) Detailed Bar chart with micro planning in Form- VI (D) for execution of work within stipulated timeline
- o) Details of construction plants and equipment's with the bidder in Form-VII.
- p) Litigation history on Form- VIII (The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)
- q) Letter Comprising Bid- Form -IX.
- r) Power of Attorney for signing the bid as per format
- s) Affidavit on Rs 100.00 stamp paper for Manpower (Engineer/Supervisor), Machinery and Vehicle.
- t) All other documents required for Partnership/Limited firms as described in relevant paras.



- u) Certificate of registration for GST, PAN etc.
- v) Information regarding available bid capacity in Form-IV.
- w) Certificate of registration with NNR,
- x) Capability Statement duly filled.
- y) Aadhar No. and Certificate (In case of bidding company being an Individual/Sole proprietorship firm.)
- z) Information regarding available bid capacity in Form-IV. (The affidavit is to be typed on the stamp paper worth Rs. 100/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)
  - aa) Bar chart for execution of work within timeline to complete the work is mandatory.
  - bb) Income Tax Returns (ITRs) corresponding to all submitted Balance sheets
  - cc) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Partnership Firm.



2.23. The tender shall be submitted in two bid system in accordance with the procedures detailed.

2.24. It is mandatory that each application shall contain the following: -

- a. Technical Bid- Information called for in the "Forms I to IX, Capability Statement" and Declaration I-A, I-B, I-C, I-D and audited balance sheets of Bidder / Contractor for last five consecutive financial years duly certified by Statutory Auditor of the Bidder with UDIN as prescribed in NIT and bid Document must be digitally signed and uploaded on e-Procurement portal.
- b. Financial Bid- Must be quoted in excel sheet for financial bid on e-tender portal.

2.25. The bidder must submit acknowledgement of Income Tax return submitted online along with relevant 26AS for the last 3 years ending 31.03.2022. The demand status as displayed on Income Tax portal is to be enclosed for verification of Tax demand.

2.26. Bidders are particularly advised to fill and upload the details strictly as per the enclosed forms. Tenders are liable to rejection if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirement given in the paragraphs that follow. The Bidder may furnish any additional information, along with his application which in his opinion will highlight his capacity to perform.

2.27. Firm should have valid registration in GST, EPFO/ESI etc. (as applicable) and they have to submit attested copies of the registration certificates. Contractor will have to register in labour cess dept. within a week of award of the works.

2.28. Original copy / attested copy of the partnership deed, if it is a partnership firm and attested copy of registration certificate / MOA (as registered with registering authorities), in case of Company and authorized declaration in case of Sole Proprietorship Firm should be submitted with PQ document.

2.29. General Power of Attorney / Special Power of Attorney substantially in format annexed, revalidated & notarized be submitted by firm /tenderer in favour of the person who has signed the tender/will sign the agreement as the case may be, the tender documents with telephone No. and complete postal address. Affidavit as prescribed should be annexed on non-judicial stamp paper of Rs.100 (or as applicable) duly signed by notary.

2.30. The Bidder shall extend his services free of charge, to the representative of the Nagar Nigam Rudrapur to visit the project/works from any of his referred project works, if the NNR desires so. While applications are under consideration, Bidders and their representatives, or other interested parties, are advised to refrain from contacting by any means, any personnel or representative on matters related to the applications under consideration.



2.31. The Employer or his authorized representative, if necessary, will/ may obtain clarification of applications by requesting such information from any or all Bidders in writing. Bidders will not be permitted to change the substance of their applications after submission of tender. Non-compliance with this provision will be a cause of disqualification.

2.32. The Department reserves to itself the power to relax non-essential requirements of the bid which do not have material impact on eligibility of the bidder.

2.33. The credentials submitted in respect of pre-qualification of the bidder particularly that of the successful bidder shall be verified before award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, suppression of information in forms, statements, enclosure and declarations would render him liable to be disqualified and debarred from tendering of work in NNR and forfeiture of his bid security/security. If such bidder happens to be an enlisted contractor of any class in NNR, his name shall also be removed from the approved list of contractors.

2.34. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer shall be communicated in writing to the Engineer.

2.35. ~~Pre-Bid Meeting Deleted.~~



### 3 Eligibility Criteria and Information Required to be Furnished by the Bidders

The qualification information is required to be furnished in the enclosed forms. The Bidders should have following minimum qualifying requirements.

Sl. No.	Sub Pt.	Eligibility Requirements:																		
3.1.	a)	Turnover: The average annual financial turnover during the immediate last 3 (three) consecutive financial years ending on 31.03.2023 on construction/solid waste management/bioremediation of legacy waste works should be at least 80% (i.e., 3.00 Crores) of the estimated cost put to tender for i.e. (INR 2.40 Crores).																		
	b)	Solvency Certificate: Should have a solvency of minimum 30% of the estimated cost and not older than 6 months and shall be issued by Indian Nationalised Bank.																		
	c)	Profit/Loss The firm should not have incurred any losses in more than two years during last five consecutive years balance sheets ending on 31.03.2023 duly certified and audited by Statutory Auditor of the firm. The firm should have positive net worth as certified by its Statutory Auditor.																		
	d)	Credit rating: The bidder must submit acknowledgement of Income Tax return submitted online along with relevant 26AS for the last 3 years ending on 31.03.2023.																		
	e)	The available bid capacity of the bidder at the expected time of bidding shall be more than the total estimated cost of the work for which the tender is invited. The available Bid Capacity shall be assessed using following formula: Assessed Available Bid Capacity = $2 \times A \times N - B$ Where, A= Maximum turnover during the last five financial year (corrected to the current level of value). N= Stipulated period of execution of the work for which the tender is invited in years. B= value of existing commitments to be completed during the execution period of bid. The turnover shall be corrected to the current level of value by multiplying with the updating factor given below;																		
		<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Financial Year</th> <th>Escalation/Enhance factor</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>2022 - 23</td> <td>1.00</td> </tr> <tr> <td>2.</td> <td>2021 - 22</td> <td>1.07</td> </tr> <tr> <td>3.</td> <td>2020 - 21</td> <td>1.14</td> </tr> <tr> <td>4.</td> <td>2019 - 20</td> <td>1.21</td> </tr> <tr> <td>5.</td> <td>2018 - 18</td> <td>1.28</td> </tr> </tbody> </table>	Sl. No.	Financial Year	Escalation/Enhance factor	1.	2022 - 23	1.00	2.	2021 - 22	1.07	3.	2020 - 21	1.14	4.	2019 - 20	1.21	5.	2018 - 18	1.28
Sl. No.	Financial Year	Escalation/Enhance factor																		
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3.	2020 - 21	1.14																		
4.	2019 - 20	1.21																		
5.	2018 - 18	1.28																		
3.2.		<p><b>PAST EXPERIENCE:</b></p> <p>The Bidders should have experience of execution of works of similar nature including projects relating to Scientific Dumpsite Reclamation/ Bioremediation of Dumpsites or have processed MSW through Windrow composting &amp; RDF method and other related associated / allied works as applicable.</p> <p>a) Three similar works each costing not less than 40% (i.e., 21,200 MT) of the estimated quantity of work (i.e., 53,000 MT) put to bid or,</p> <p>b) Two similar works costing not less than 60% (i.e., 31,800 MT) of the estimated quantity of work (i.e., 53,000 MT) put to bid or,</p> <p>c) One similar completed work costing not less than 80% (i.e., 42,400 MT) of the estimated quantity of work (i.e., 53,000 MT) put to bid, completed work by single contracts of a single project- satisfactorily completed. This should be certified by an officer not below the rank of Executive Engineer.</p> <p>(*Ongoing: If the work is ongoing then the Bidder should have completed at least 90% of the total ordered quantity and have received payment equals to 70% of estimated project cost.)</p> <p>In case of experience of processing of waste through windrow composting &amp; RDF method, Client &amp; Co-processors certificate of processing such waste in consecutive two years of project in last 10 (ten) years shall be produced.)</p>																		



3.3.		<p>Personnel Capabilities: The Bidders must have qualified employed personnel to fill the following positions. The Bidders shall supply information on a prime candidate and an alternate for each position; both of whom shall meet the minimum experience requirements specified below:</p> <table border="1" data-bbox="391 347 1252 537"> <thead> <tr> <th>Sl. No.</th> <th>Technical Personnel</th> <th>No. of Technical Person Required for Project</th> <th>Experience in Similar work.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Graduate Engg. Civil</td> <td>1</td> <td>5</td> </tr> <tr> <td>2</td> <td>Diploma Engg. Civil</td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>Diploma Engg. Electrical</td> <td>1</td> <td>2</td> </tr> <tr> <td>4</td> <td>Work Supervisor</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	Sl. No.	Technical Personnel	No. of Technical Person Required for Project	Experience in Similar work.	1	Graduate Engg. Civil	1	5	2	Diploma Engg. Civil	1	2	3	Diploma Engg. Electrical	1	2	4	Work Supervisor	2	2
Sl. No.	Technical Personnel	No. of Technical Person Required for Project	Experience in Similar work.																			
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2	Diploma Engg. Civil	1	2																			
3	Diploma Engg. Electrical	1	2																			
4	Work Supervisor	2	2																			
3.4.		<p>Equipment Capabilities: Bidders should own or have assured access (through Hire, Lease, Purchase Agreement, availability of manufacturing equipments or other means) to the equipment/machines listed here under and in full working order and must demonstrate that based on known commitments, they will be available for use in the proposed Contract.</p>																				
3.5.		<p>Litigation History: The Bidders shall provide accurate information on any litigation or arbitration resulting from Contracts completed or under its execution over the last 5 years in Form –VIII</p>																				
3.6.		<p>Special condition for bidding in consortium:</p> <ol style="list-style-type: none"> <li>1. Consortium of Maximum Two members are allowed</li> <li>2. In case of Consortium the Lead member of the Consortium shall meet the required project capacity of similar nature of work in proportion to the partnership in consortium but not less than 60%. The other member shall meet the required project capacity of similar nature of work in proportion to the partnership in consortium but not less than 25%.</li> <li>3. In case of Consortium the Lead member of the Consortium shall meet the required turnover in last 3 financial year (2020-21, 2021-22 &amp; 2022-23) in proportion to the partnership in consortium but not less than 60%. The other party required turnover in last 3 financial year (2020-21, 2021-22 &amp; 2022-23) in proportion to the partnership in consortium but not less than 25%.</li> </ol>																				
3.7.		<p>Conflict of Interest</p> <p>The Bidder shall not be one of the following:</p> <ol style="list-style-type: none"> <li>1. Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders/ partners/ directors.</li> <li>2. A Firm or an Organization which has been engaged by the Employer to provide consulting services for preparation related to procurement for or implementation of this Project;</li> <li>3. Any bidder who is registered with the State Bar Councils is not allowed to participate in the bidding process.</li> <li>4. No Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering dept. of the State/ Central government is allowed to work as a contractor for a period of two years after his retirement from govt. services without government permission. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the government as aforesaid before submission of the tender or engagement in the contractor's service.</li> <li>5. A contractor black listed/debarred by any Govt. body shall not be eligible to bid.</li> </ol>																				
3.8.		<p>Updating Prequalification Information: The Bidders shall be required to update the financial information/capability used for pre-qualification at the time of submitting their Bids and to confirm their continued compliance with the qualification criteria. A Bid shall be rejected if the Bidder's pre-qualification thresholds are no longer met at the time of submission of his Bid.</p>																				
3.9.	3.9.1.	<p>General</p> <ol style="list-style-type: none"> <li>1. Only Bidders who have been pre-qualified under this procedure will have their Financial Bids opened.</li> </ol>																				



		2. A Firm can submit only one Bid for the Contract. If a Firm submits more than one Bid, all bids which include that firm will be rejected.
3.9.2.	Bid Security/Earnest Money/Bid Validity:	<p>a) Bidders shall pay along with their bids, Bid Security/EMD equal to 2% of project cost and shall be deposited only by mechanism as outlined in NIT. Tender Fee and EMD must be submitted by the bidder out of his own resources else his bid shall be disqualified.</p> <p>b) Any bid not uploaded with valid proof of deposit of Earnest Money and required tender fee, shall be rejected forthwith by the Employer as non-responsive. The bidder shall not have any claim in this regard.</p> <p>c) The Earnest Money of unsuccessful bidders will be returned soon after approval of technical bid by the competent authority and latest on or before the 30th day after award of the contract.</p> <p>d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p> <p>e) The Bid shall be kept valid for 120 days after deadline for submission of the Bid document. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money.</p>
3.9.3.	The Employer reserves the right to:	<p>a) Amend the scope and value of any Contract to be Bid, in which event the Contract will only be Bid among those pre-qualified Bidders who meet the requirements of the Contract as amended;</p> <p>b) Reject or accept any application; and</p> <p>c) Cancel the pre-qualification process and reject all Applications.</p> <p>d) Cancel the entire bid process.</p> <p>The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for them.</p>
3.9.4.		<p>1. The Bidder will be advised by the Employer or his representative in writing or by fax/e-mail/SMS, within 90 days of the date for submission of bids, of the result of their application and of the names of the pre-qualified Bidders without being assigned any reason for the Employer's decision.</p> <p>2. If the Bidder feels that technical credentials of his own or other Bidders have been wrongly evaluated/verified, he may raise objections within 2 (Two) working days from the date of uploading of result. Opening of financial bid will be scheduled accordingly. No requests/objections shall be entertained beyond above limit, else it may be treated as an obstruction in tender process and shall be dealt with accordingly.</p>
3.9.5.		The Employer reserves the right to verify and seek clarification of the information furnished by any/all Bidders to make an informed decision.

### 3.10. QUALIFIED BIDDERS:

Nagar Nigam Rudrapur will evaluate which Bidders are qualified and will inform them through e-tender portal. Qualified contractors will be given an invitation to participate in opening of Financial Bid of the tender at the date and time to be specified in the intimation.

### 3.11. Even though the Bidders are pre-qualified, they are subject to be disqualified if they have:

- 3.11.1. Made untrue or false representations in the form, statements and attachments submitted in proof of the qualification requirements, and/or
- 3.11.2. Participated in the previous bidding for the same work and had quoted unreasonably high/low bid prices and could not furnish rational justification to the NNR. and/or
- 3.11.3. Record of past poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures, etc.



#### 4 Evaluation and Qualification Procedure

##### 4.1 Evaluation criterion of applications for pre-qualification:

The pre-qualification document shall be examined to ascertain whether the applications:

- i. Fulfill responsiveness criteria of the Bid i.e., deposit/uploading of proof of earnest money deposit, tender fees, standard affidavit in prescribed form 'I-C'.
- ii. Meet the eligibility requirements,
- iii. Have been properly prepared & signed,
- iv. Contain all the details called for and are in proper format.

Assessment of the firms, who have applied for the pre-qualification, will also include the following items:

Applications of the bidders will be evaluated in detail in the second stage, with weightage of each of the following factors.

1. Financial status of the firm including annual turnover, working capital, net worth, and works in hand, financial arrangements proposed viz. own resources/bank credits etc.
2. Resources of the firm in respect of personnel, equipment and plants.
3. The experience of the firms for works of similar nature.

4.2. The bidder should state in detail about the contracts where delay has occurred, the period of delay and the reasons thereof. Details of works that have been abandoned for reasons whatsoever should also be furnished. In case the bidder or any partner was ever black listed the same should be indicated.

4.3. To become eligible for short listing the bidder must secure at least 60 (Sixty) percent marks in each and 70 (Seventy) percent marks in aggregate as per evaluation criteria described in Annexure-I. Such qualified bidders will be called for opening of financial bid.

4.3.1. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

##### 4.4. Examination of Bids and Determination of Responsiveness:

4.4.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Chapter-3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

4.4.2. A substantially responsive "Financial Bid" is one that conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the NNR 's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

4.4.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

4.4.4. The conditional bids shall be treated as non-responsive forthwith.

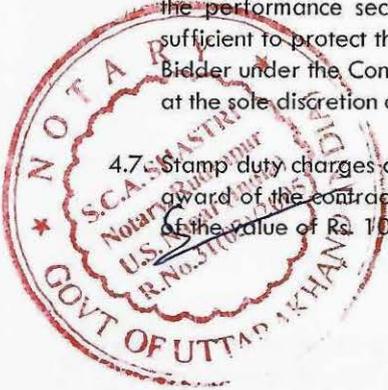
4.5. Even though the bidder meets the above qualifying criteria, he can be disqualified if he has made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as



abandoning the works, not properly completing the contract, inordinate delays in completion and blacklisting or financial failure etc.

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

4.7. Stamp duty charges as applicable shall be borne by the tenderer as applicable at the time of award of the contract. The contract agreement will be executed on non-judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.





## 5 Preparation & Submission of E-Bids

(For guidance purposes only. The Bidder is advised to familiarize himself with Terms and Conditions of NIT, Bid document and process of bid submission on e-tender portal on their own. The department bears no responsibility for incorrect submission of bid.)

### 5.1 Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components:

e-Bids will comprise of:

- a) technical proposal submission forms
- b) financial proposal submission forms

### 5.2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in previous Chapters.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e- Bid portal.

### 5.3. Format and signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

### 5.4. Submission of e-Bids:

The e-Bid Submission module of e-tender portal <https://uktenders.gov.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. 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 Bids considering the server time displayed in the e-tender portal. This server time is the time by which the 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 Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

### 5.5. Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on e-tender portal <https://uktenders.gov.in>, not later than the date and time specified in this e-tender document.

The NNR may extend this deadline for submission of e-Bids by amending the e-tender document, in which case all rights and obligations of the NNR and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

NNR shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on e-tender portal <https://uktenders.gov.in> on or before the scheduled date and time.

### 5.6. Late e-Bids

The server time indicated in the Bid Management window on the e-tender portal <https://uktenders.gov.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the e-Bid Submission well in advance so



that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

#### 5.7. Withdrawal and Resubmission of e-Bids (Not permitted)

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e- Bids submission end date and time (if allowed). 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 portal <https://uktenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his/ her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the NNR with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Project Manager to return back the e- Bids Processing Fee as per the procedure.

The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, 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 portal <https://uktenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

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

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

#### 5.8. Receipt and Opening of e-Bids by the Purchaser/TIA

Bidders are advised to submit their e-bids in 'Two-Bid' system with Technical and Financial bids separately on e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-tender portal, the technical proposals will be opened first.

NNR will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at scheduled date and time at designated place. 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, the e-Bids shall be opened at the appointed time and place on the next working day. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, NNR shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection. NNR will simultaneously notify the bidders, whose technical e-Bids were considered acceptable and have been short listed for opening of their financial e-bids.



## 6. Criteria For Evaluation of the Performance of Contractors for Pre-Qualification

### 6.1. Technical Evaluation

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

To become eligible for short listing the bidder must secure at least 50 (Fifty) percent marks in each and 60 (Sixty) percent marks in aggregate as per evaluation criteria described

Sl. No.	Specific experience of the Bidder firm	Max. Marks (100)	Document Proof
1.	Financial Strength	15 Marks	Certificates related to Financial Strength by CA and Bank Certificate
a)	Average Annual Turnover of last 3 consecutive years i.e., 2020-21, 2021-22 & 2022-23 (As per the bank / CA statement)	10	
b)	Turnover more than Rs. 2.40 Crores – 3.60 Crores	5	
c)	Turnover more than Rs. 3.60 Crores – 4.80 Crores	7.5	
d)	Turnover more than Rs. 4.80 Crores	10	
e)	Solvency Certificate i. Note: - 60% marks for minimum eligibility criteria ii. 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) - on pro-rata basis	5	
2.	Experience of establishing and O&M of Bioremediation Facilities (any technology) or O&M of MSW with any of the Government / Local bodies / (i.e., Municipal Corporation / Local Bodies) or PSU's. (Aggregate of completed/ current running project) within last 10 years, before the date of publishing of this tender. (Cumulative of maximum 3 projects)	15 Marks	Experience certificate of successfully completed works along with Work Order
a)	Processed more than 42,400 MT to 63,600 MT of Legacy Waste	5	
b)	Processed more than 63,600 MT of 84,800 MT of Legacy Waste	10	
c)	Processed more than 84,800 MT of Legacy Waste	15	
3.	Experience of establishing and Construction, Installation, Commissioning and O&M of Material Recovery Facility of 50 TPD Capacity for MSW with any of the Government / Local bodies / (i.e., Municipal Corporation / Local Bodies) or PSU's. (Aggregate of completed/ current running project) within last 5 years, before the date of publishing of this tender.	10 Marks	Experience certificate of successfully completed works along with Work Order
4.	Number of established bioremediation Facilities (any technology) or O&M of MSW as sole entity or as a lead partner (>50% share in JV/Consortium) with any of the Government / Local bodies / (i.e., Municipal Corporation / Local Bodies) or PSU's. (Aggregate of completed/ current running project) within last 10 years before the date of publishing of this tender.	20 Marks	Self-Certification by the Bidder with Challan copies/ESI/PF
d)	Minimum 2 – 3	10	
e)	4 and above	20	
5.	Approach & Methodology (By Presentation)	20 Marks	Technical write up as well PPT
f)	Understanding of Objectives	5	
g)	Quality of Methodology	5	
h)	Work Program	5	
i)	Innovative Idea	5	
6.	Experience in sale/dispose of by-products (RDF or Compost) generated from Municipal Solid Waste processing projects in last 5 financial year, cumulatively. Bidder shall submit client certificate as well as co-processor certificate showing quantity of sale/dispose in last 5 financial years	20 Marks	Client certificate as well along with relevant documents

### 6.2. Deciding Award of Offer

Quality and competence of the consulting service shall be considered as paramount requirement. Quality and Cost Based Selection (QCBS) method for selection of suitable contractor shall be done. The decision of the award of the offer would be as defined:



6.3. Evaluation of Proposal

6.4. Analysis of technical bid

- i. The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bidder on the basis of above-mentioned evaluation matrix
- ii. Each criterion will have specific score and only those Technical Bids receiving marks greater than or equal to cut-off marks i.e., 60% will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify, for the next phase after reviewing the clarifications provided by the Bidder(s). The bidder may be asked to make a presentation before the tender Committee to explain the points on the basis of which technical bids will be evaluated.

Technical Bid Score: The Technical Bid score 'St' of the Bidder shall be derived as under

$$St = (Stm/100), \text{ where}$$

St is the Technical Bid Score

Stm: Score obtained by the concerned bidder

- The Authority reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder(s).

6.5. Phase II: Evaluation of Financial Bids Request for Proposal (RFP) for Selection of contractor for Bioremediation of legacy waste at Rudrapur Nagar Nigam (RNN) of Uttarakhand  
In this phase, the Financial Bids of the Bidder, who are technically qualified in phase I, shall be considered. Formula to determine the scores for the Financial Bids shall be as follows

$$Sf = (FL / F) * 100, \text{ Where}$$

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration,

6.6. Phase III: combined Evaluation of technical & Financial Bid

The Total score of the Bidder will be determined as under

$$\text{Total Score (Ts)} = (0.60 \times St) + (0.40 \times Sf)$$

- 6.6.1. The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that Authority will decide the matter in its full discretion.

6.7. NEGOTIATIONS AND WEIGHTOFFER

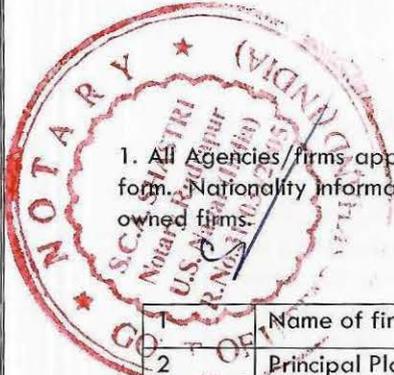
- 6.7.1. The bidder must be prepared to furnish the detailed cost breakup and other clarifications with respect to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals.
- 6.7.2. If the negotiations with the Agency/ firms are successful, the award will be made to him. If negotiations fail, then the second highest rank bidder may be invited for negotiations.



Form - I

### GENERAL INFORMATION

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form. Nationality information to be provided for all owners or Bidders for partnerships or individually owned firms.

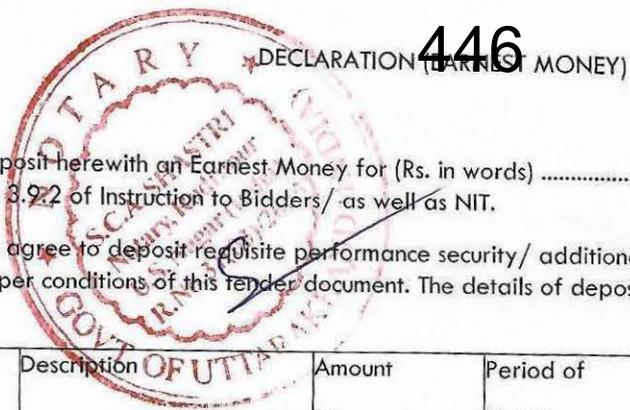


1	Name of firm.	
2	Principal Place of business-	
3	Correspondence Address:	
4	Office Telephone:	Mobile:
5	Fax:	E-mail:
6	Place of incorporation/registration: (Attach copy)	Date of incorporation: Registration valid up to:
7	Constitution or Legal status of bidder- a) An individual b) Proprietary firm c) Partnership firm d) Limited company or corporation	(Attach copy)
8	Power of Attorney of signatory of Bid	(Attach)

Name of the Directors / Partners	Position in the company	Nationality.
1		
2		
3		

Name of persons to be contacted and their contact details			
Name	Address	Phone No. / Mobile	E-mail

Signature of Bidder.



446

DECLARATION (EARNEST MONEY)

I / We deposit herewith an Earnest Money for (Rs. in words) ..... in the following form as per clause 3.9.2 of Instruction to Bidders/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/security money as per conditions of this tender document. The details of deposit of Earnest Money are given below:

Sl. No.	Description	Amount Rs.	Period of Validity	Name of Issuing Bank/Post Office	Remarks

DATE

NAME

**SIGNATURE & SEAL**

ADDRESS



Form-I B

DECLARATION (AFFIDAVIT OF BID VALIDITY)



IMPORTANT

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

AFFIDAVIT FORM

Tender invited by .....  
Tender for .....

..... Tender Notice  
No. & Date ..... Name of Tenderer  
.....

IN CONSIDERATION of the NAGAR NIGAM RUDRAPUR having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender, also to the condition that if, the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the NAGAR NIGAM RUDRAPUR and I/we may, in addition to other actions detailed in bid document, be debarred from tendering for a period of one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this..... day of ..... 202..

Signature of the Bidder

Witness

- 1.
- 2.



Form-II A

## FINANCIAL INFORMATION

Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2022 duly certified by the Statutory Auditor as submitted by the Bidder to the Income Tax Department.

## Banker

Name of Banker-	
Address of Banker-	
Telephone	Contact name & Title
Fax	Email-

Sl. No.	Particulars	Financial Year				
1	Gross Annual Turnover on Construction works					
2	Profit/Loss					
3	Share Capital / Fixed Assets					
4	Net Worth					
5	Current liabilities: a) Book Cash credit					
6	Solvency					

## Note-

(1) The information provided above shall be certified by the Statutory Auditor of Firm and supported by copies of tax returns.

(2) Permanent Account Number (IT):

(3) Goods & Service Tax Registration Number. (4) Acknowledgement of Income Tax return:

for the last 3 years. (Enclose copies for the Last Three Years)

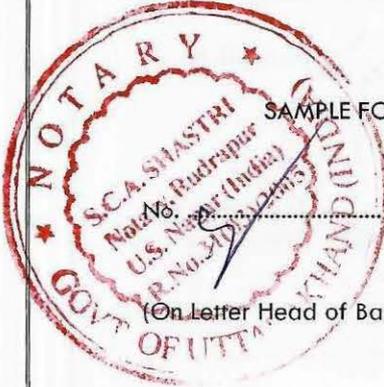
Signature of Chartered Accountant with Seal.

Signature of Bidder & UDIN No.



Form-II B

SAMPLE FORMAT FOR SOLVENCY CERTIFICATE ON THE LETTER HEAD OF BANK



..... Dated: .....

(On Letter Head of Bank)

This is to certify that to the best of our knowledge and information M/s /Sri  
 ..... address..... a customer of our  
 bank are / is respectable and can be treated as good for any engagement up to a limit of Rs.  
 ..... (Rupees .....). This is also certified that this limit is free for work  
 and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the  
 Bank or any of the officers.

Signature of the Bank Authority

Date: Name of Bank & Seal

Note:

1. Solvency Certificate issued by any Schedule Commercial Bank shall be accepted, which will be valid for a period of 6 calendar months from the date of issue unless otherwise mentioned.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank; else they shall be summarily rejected.
4. Certificates issued more than 365 days prior to last date of bid submission shall not be accepted



Form- III

DETAILS OF SIMILAR TYPE OF WORKS COMPLETED  
(In the same name and style) DURING LAST 10 YEARS.

Sl. No.	Name of Work	Brief Scope of Work	Name of client Department/ Employer	Aggregated value of executed works including cost of material supplied by the department. (Rs. in Lacs)	Scheduled dates of		Reasons of delay, if any
					Start of work	Completion of work	

Note: The attested photocopy of the experience certificate of the Engineer-in-charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the detail. In the absence of these documents, the work would not be considered for eligibility criteria.

Signature of Bidder

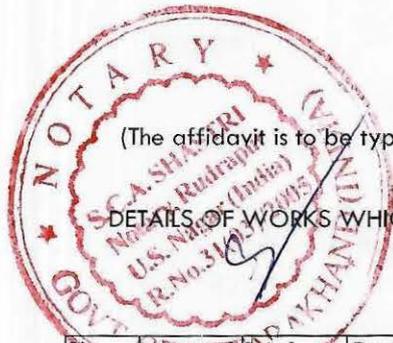


Form- IV

## Information on Bid Capacity

(The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)

DETAILS OF WORKS WHICH ARE IN PROGRESS/ AWARDED AS ON THE DATE OF SUBMITTING THIS APPLICATION



Sl No.	Name of work/Place and State	Brief Scope of work	Contract No. and Date	Name and Address of Employer	Value of Contract (Rs. in Lacs)	Stipulated date of start & completion	Value of works remaining to be completed (Rs. in Lacs)	Up to date Physical progress in %age	Anticipated date of completion with reasons of delay, if any.

Certified that all works (with any organisation and of all categories/types) which have either been awarded to us or are in progress on the date of bid submission have been included in the details given above and no work has been left out.

Signature of Bidder



Form - V

(SAMPLE FORM)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORKS

S. No.	Designation	Total number	Number available for this work	Name	Qualification	Date of Birth	Experience in Yrs.	Remarks
1	2	3	4	5	6	7	8	9
1	Graduate Eng. Civil							
2	Diploma Eng. Civil							
3	Diploma Eng. Electrical							
4	Work Supervisor							

Signature of Bidder



Form VI-A

EXPERIENCE OF WORKS

Name of work/project & location:

Nature of work:

Others:

Estimated cost: (Rs. Lacs) .....

Actual completion cost: (Rs. Lacs) .....

Date of start: .....

Date of completion

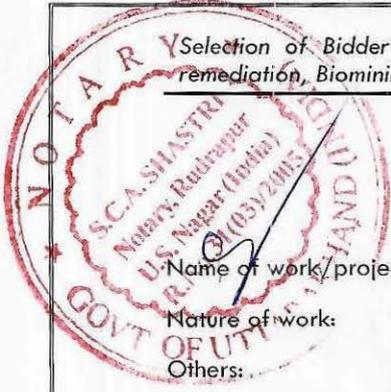
(i) Scheduled date of completion: ..... (ii) Actual date of completion: ..... Amount of compensation levied for delayed completion, if any: - ..... (if levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

Note: -The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.





Deleted



Form VI – B



Form – VI C

**PROPOSED TECHNOLOGY/METHODOLOGY**

Please provide a brief description of:

1. Proposed Technology & Methodology with brief approach for each part of the facility.
2. Description and capacity of plants and equipment's required to accomplish the work within stipulated time frame with desired operational & environmental standards
3. Waste Quantity Split
4. Proposed disposal

Bidders shall refer to the SMW Rules, 2016/CPCB Guidelines for meeting the expected standards desired for Municipal Solid Waste.



Bar chart for execution of work within timeline to complete the work is mandatory.  
Bidders are advised to give the micro-details for completing the bio-remediation work in stipulated time period (as mentioned in NIT).

Signature of Bidder





Form – VIII

(SAMPLE)

(The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)

## LITIGATION HISTORY

Name of Bidder or Partner of a Firm:



Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. In Lacs)	Disputed amount (Rs. In Lacs)	Actual awarded amount (Rs. In Lacs)	Award For or against Bidder

Bidders including their partners shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

In addition, each of the partners of the bidder shall certify that they are not banned by CPWD/PWD/MES/ OR any other Govt. agency.

Signature of Bidder



Form – IX

SAMPLE FORM

To,

.....  
Municipal Commissioner,  
Nagar Nigam Rudrapur

Sir,

LETTER COMPRISING BID

Name of Work: -.....

1. Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the term & conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason what so ever, the Earnest Money deposited by me/us will be forfeited by the Nagar Nigam Rudrapur and other actions in accordance with bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and in regard to the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon NNR based upon or arising out of any alleged misunderstanding or misconception, mistake on my/our part of the said requirements, stipulations, restrictions and conditions.
8. I understand that quantities given in Bill of Quantities in Schedule 'G' are liable to change upto any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us latest within 30th day of award of contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Nagar Nigam Rudrapur of performance security/additional performance security deposit defined in Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.



11. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which is sent.
13. I/we fully understand that the written agreement (to be entered into between me/us and the Nagar Nigam Rudrapur ) shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Nagar Nigam Rudrapur .
14. I/we understand that you are not bound to accept the lowest or any bid you receive. Encl: As above

Address with phone No. Signature of Contractor/Tenderer

Name-

Dated the ..... day of ..... 2023

Signature of Witnesses: Name and address :



**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Municipal Commissioner,

Nagar Nigam Rudrapur ,

Email: .....



Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document. We have agreed that ..... (Insert individual's name) will act as our representative\* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory) For and on behalf  
of.....



**Letter for Blacklisting**

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of Firm] have not been black listed/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 3 years.

For [Name of Firm],

Authorized Signatory [In full and initials] Name and Title of Signatory:

Name of Firm: Address:





**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY**

**POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. (Name and residential address) who is presently employed with us and holding the position of , as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_\_ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with Nagar Nigam Rudrapur or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until culmination of the process of bidding till the Contract Agreement is entered into with Nagar Nigam Rudrapur and thereafter till the expiry of the Contract Agreement.

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

Dated this the.....day of 20 (Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Notes:

- ✓ To be executed by all the members individually
- ✓ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure

Witness 2:

Name:

Address:

Occupation:



**Format for Bank Guarantee**

B.G. No.

Dated:

1. In consideration of you, Nagar Nigam Rudrapur, having its office at **Nainital Road, Near Indira Chouraha, Rudrapur, District - Udham Singh Nagar Uttarakhand - 263153** (hereinafter referred to as NNR, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [insert the name of the Bidder/Name of Consortium with name of Lead Member] and having its office at \_\_\_\_\_ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of RFP for **Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur as per SWM rules.** (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant Clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to ANN an amount of **Rs 6,00,000/- (Rupees Six Lacs Only)** as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by NNR stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NNR is disputed by the Bidder or not, merely on the first demand from NNR stating that the amount claimed is due to NNR by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs 6,00,000/- (Rupees Six Lacs Only)**.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between NNR and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NNR shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of NNR that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NNR and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.



6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, NNR shall be entitled to treat the Bank as the principal debtor. NNR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NNR, and the Bank shall not be released from its liability under these presents by any exercise by NNR of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NNR or any indulgence by NNR to the said Bidder or by any change in the constitution of NNR or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for NNR to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NNR may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or un realised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NNR in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## 7 Project Information Memorandum

### 7.1. NEED OF PROJECT:

The Government of India has notified the Solid Waste Management Rules (SWM) Rules, 2016 for proper and effective management of municipal solid waste (MSW). Under the SWM Rules, 2016, following provisions have been made to manage old dumps of MSW.

Rule 15 - Duties and responsibilities of local authorities and village Panchayats of census towns and urban agglomerations. - The local authorities and Panchayats shall, -

investigate and analyze all old open dumpsites and existing operational dumpsites for their potential of bio-mining and bio-remediation and wheresoever feasible, take necessary actions to bio-mine or bio-remediate the sites; in absence of the potential of bio-mining and bio-remediation of dumpsite, it shall be scientifically capped as per landfill capping norms to prevent further damage to the environment.

The by-laws shall apply to every urban local body, outgrowths in urban agglomerations, Cantonment boards, Panchayat, Industrial and Institutional Townships, railways and defense establishments.

Further, provisions under Schedule I (j) are given below: -

- ✓ Schedule-I (j) - Closure and Rehabilitation of Old Dumps- Solid waste dumps which have reached their full capacity or those which will not receive additional waste after setting up of new and properly designed landfills should be closed and rehabilitated by examining the following options:
  - i. Reduction of waste by bio-mining and waste processing followed by placement of residues in new landfills or capping as in (ii) below.
  - ii. Capping with solid waste cover or solid waste cover enhanced with geomembrane to enable collection and flaring / utilisation of greenhouse gases.
  - iii. Capping as in (ii) above with additional measures (in alluvial and other coarse-grained soils) such as cut-off walls and extraction wells for pumping and treating contaminated ground water.
  - iv. Any other method suitable for reducing environmental impact to acceptable level.

Recently, Hon'ble NGT was alarmed that due to incremental growth of Municipal Solid Waste (MSW), these MSW dumps are converting into virtual mountains. Hon'ble NGT further directed that every city/town should adhere to clause 'J' of Schedule-I of SWM Rules, 2016. Finally, Hon'ble NGT directed CPCB to propose Standard Operating Processing (SOP) for implementation of Bio-mining and Bio-remediation of legacy solid waste.

In view of above CPCB issued a guideline for the disposal of legacy waste in February 2019.

### 7.2. Introduction of city

Rudrapur is a city in the Udham Singh Nagar district of the state of Uttarakhand, India. It's the fifth most populous city in Uttarakhand, with a population of 140,857 in 2011. It's located 250 km northeast of New Delhi and 250 km south of Dehradun.

Rudrapur is known as the "Gateway to Kumaon" because of its history, spirituality, and rustic charm. It's a major industrial and educational hub for the state. It's also a popular tourist destination.

Rudrapur was established in the 16th century by King Rudra Chand of Kumaon. The king established a permanent military camp to protect the inhabitants from invasions. Rudrapur is home to the Atariya Temple, a famous temple dedicated to the goddess Durga. Many tourists visit the temple to see the sacred mela. Rudrapur is located at an elevation of 932 feet above sea level.

### 7.3. Geography:

Rudrapur is geographically located at latitude: 28.98°N and longitude: 79.40°E and is 932 feet above the sea level. The city is located 72 km away from Nainital, 259 km from the state capital Dehradun



and 230 km from the national capital, Delhi. The Udham Singh Nagar district where the city is situated, lies within the seismic zone 4 in a scale of 2 to 5 (in order of increasing vulnerability to earthquakes) as per the (IS 1893 (Part 1), 2002)

#### 7.4. Demographics:

According to the 2011 census, the Rudrapur Urban Agglomeration (Rudrapur UA) has a population of 154,485 with the municipality contributing 140,884 of it. The Rudrapur Urban Agglomeration consists of area falling under Rudrapur Municipal Corporation, Rudrapur SIDCUL and 2 Out growths of Jagatpura and Rampura. This makes Rudrapur the Second most populous city in Kumaon, and the Fifth most populous city in Uttarakhand.

#### 7.5. OBJECTIVE OF THE PROJECT:

The main objective of project is to the quantification of legacy waste has been dumped at Rudrapur legacy waste site beside Kashipur – Sitarganj Highway (plot no 1 & 2).

#### 7.6. METHODOLOGY:

A drone survey was done by Nagar Nigam Rudrapur at Rudrapur dump site Kashipur Sitarganj Highway (plot no 1 & 2) for the mapping and quantification of dumped waste using 3D mapping of waste site, including surrounding areas. Following software are being used for Surveying, 3D Mapping & Waste quantification and site mapping:

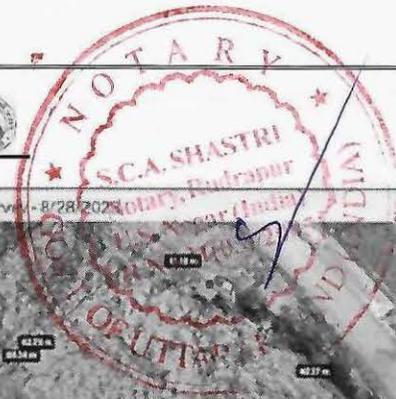
- Drone Deploy software
- Web ODM Software
- Google Earth Pro Detail of survey is given below.

#### 7.7. Site Survey & Mapping

Total Land dumped with legacy waste at Rudrapur legacy site:

The total waste is dumped at beside Kashipur Sitarganj Highway is 9794.7 SQM, Detail of land is shown in below map

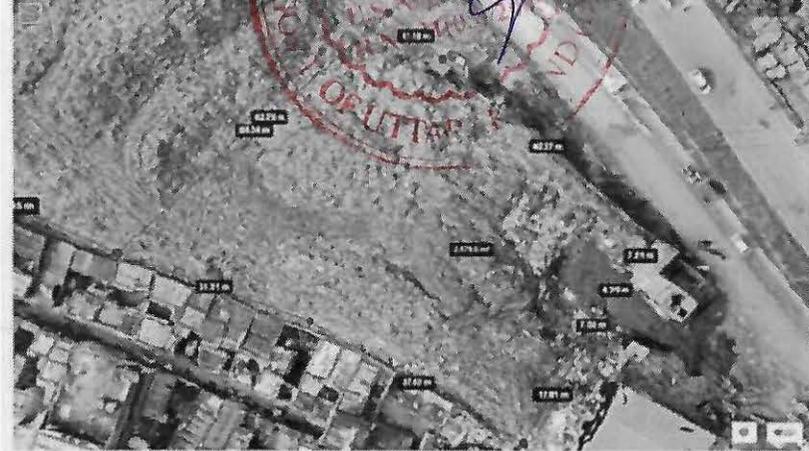
Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



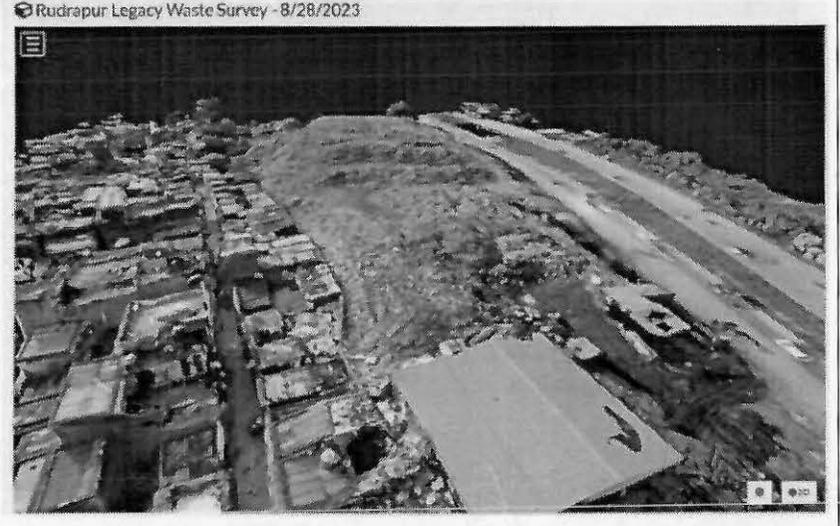
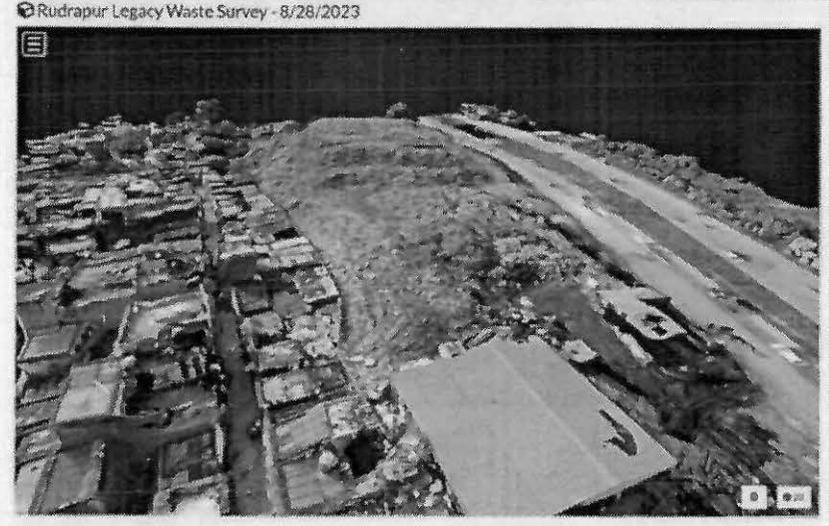
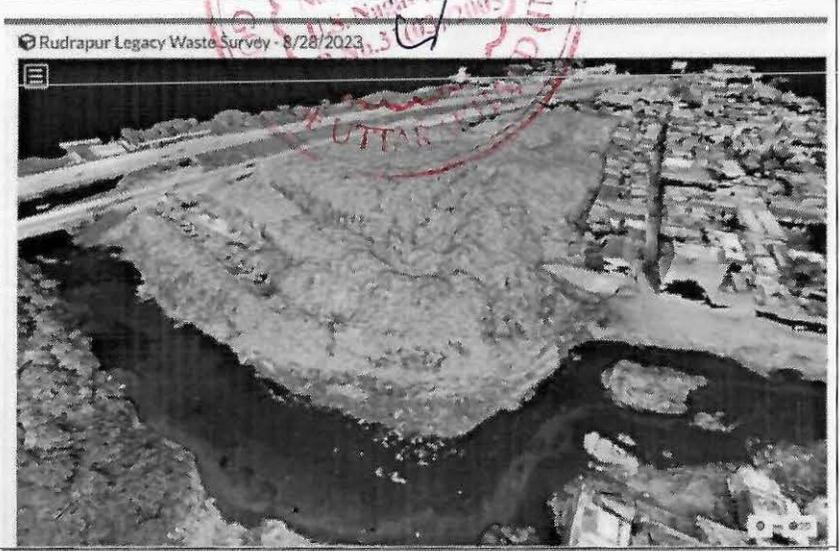
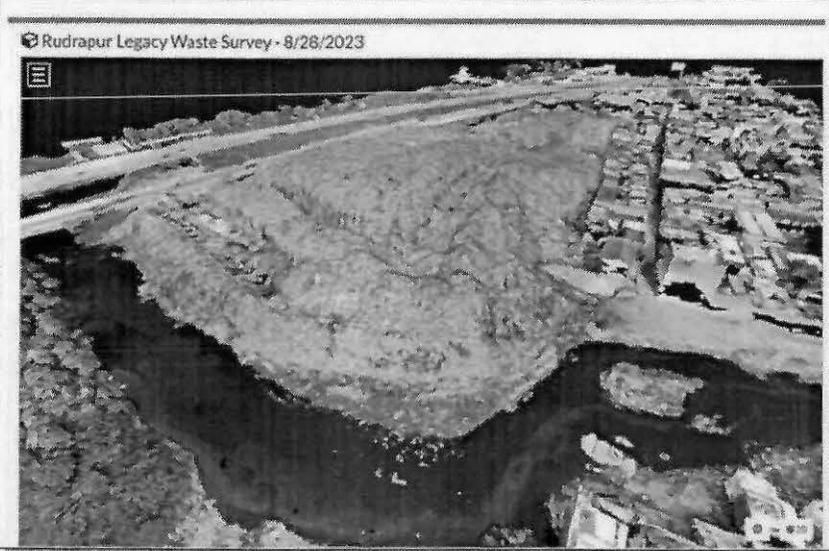
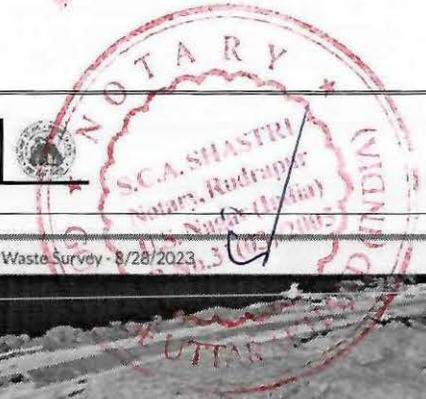
Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur

7.8. ANALYSIS OF DUMPED WASTE:

- Ground Control Point (GCP)

For the assesment of ground level a Ground Control Point (GCP) set as 326 meter near dumpsite and all Ground level & wast level was messure from this GCP, GCP shown in bellow map.

Rudrapur Legacy Waste Survey - 8/28/2023



- Existing ground level at Site:

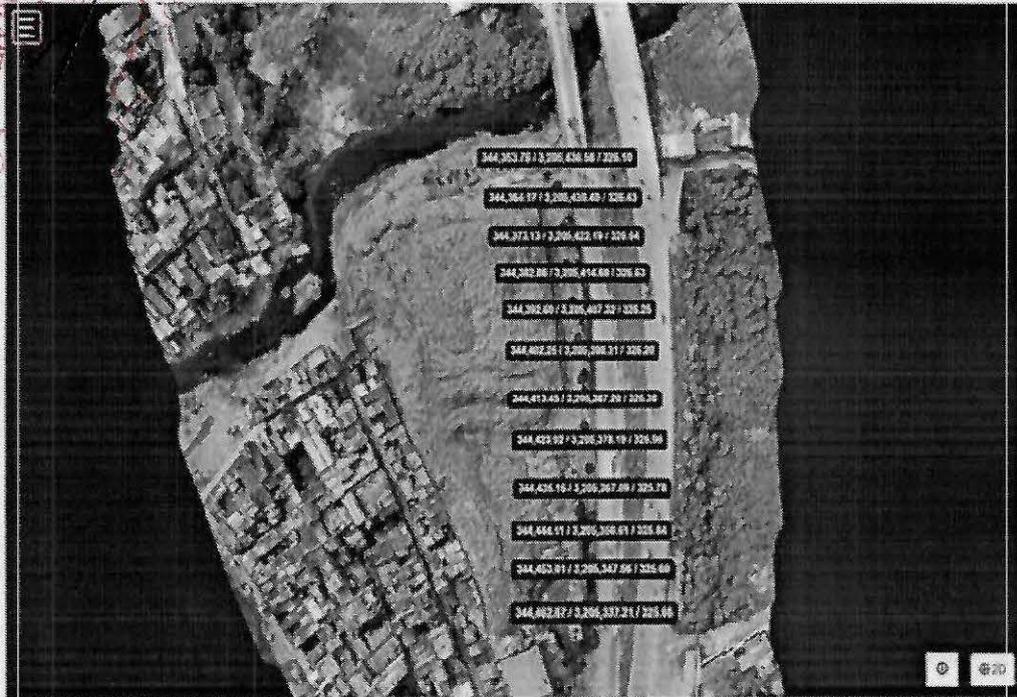
Sl. No.	Place	Universal Transverse Mercator		Heights
		m E	m N	
1.	Along Highway	344353.76	3205438.58	326.10
2.		344364.17	3205430.40	326.43
3.		344373.13	3205422.19	326.54
4.		344382.86	3205414.69	326.63
5.		344362.60	3205407.32	326.25
6.		344402.25	3205398.31	326.20
7.		344413.45	3205387.20	326.38
8.		344423.92	3205378.19	326.06
9.		344444.11	3205356.61	325.84
10.		344453.01	3205347.56	325.60
11.	344462.67	3205337.21	325.66	
12.	Along Drain	344306.41	3205374.76	325.00
13.		344307.42	3205388.63	326.99
14.		344311.58	3205398.71	327.32
15.		344322.29	3205405.83	328.20
16.		344327.59	3205414.72	327.51
17.		344333.63	3205425.13	327.30
18.		344341.77	3205434.89	326.98
19.		344351.91	3205441.97	326.23
<b>Total</b>				<b>6203.22</b>
<b>Average</b>				<b>326.49</b>



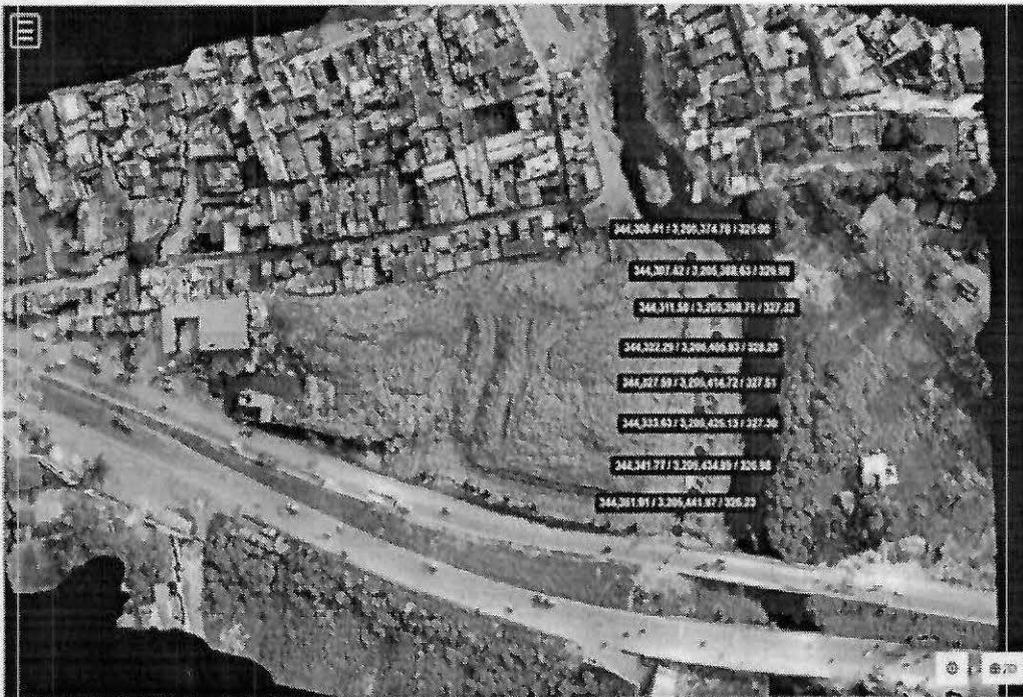
✓ 19 ground points has taken surrounding dumped waste for the assessment of average ground level

✓ Average ground level at Rudrapur dump site is 326.49 meters as given below – Average Ground Level (GL) = sum of 19 ground level / total numbers of point 6203.22/19 = 326.49

Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



- Existing dumped waste level at plot – 1

Sl. No.	Universal Transverse Mercator		Height
	m E	m N	
1.	344311.00	3205381.20	330.13
2.	344315.10	3205388.46	331.61
3.	344320.41	3205394.78	331.82
4.	344326.41	3205403.15	330.85
5.	344331.16	3205409.24	330.88
6.			331.47
7.			331.34
8.	344348.34	3205430.41	330.26
9.	344315.74	3205375.95	331.96
10.			331.89
11.			334.44
12.			335.50
13.			335.38
14.			334.54
15.			333.77
16.	344352.04	3205424.65	330.93
17.	344323.17	3205370.68	330.80
18.			333.23
19.			338.73
20.			338.56
21.			338.22
22.			336.99
23.			335.96
24.	344357.23	3205421.62	332.29
25.	344333.74	3205366.79	332.31
26.			335.11
27.			338.84
28.			338.54
29.			338.33
30.			338.24
31.			335.48
32.	344365.70	3205415.50	331.75
33.	344340.55	3205362.72	330.39
34.			335.69
35.			338.90
36.			338.00
37.			337.91
38.			337.20
39.			335.59
40.	344371.11	3205412.03	332.04
41.	344346.85	3205361.8	332.61
42.			336.67
43.			338.52
44.			337.56
45.			337.34
46.			336.70
47.			335.61
48.	344372.75	3205405.38	334.72
49.	344354.00	3205359.65	334.04
50.			336.15
51.			337.30



Sl. No.	Universal Transverse Mercator		Height
	m E	m N	
52.			336.52
53.			336.75
54.			336.89
55.			336.05
56.	344377.05	3205399.64	334.18
57.	344357.29	3205356.31	332.83
58.			335.25
59.			336.02
60.			336.78
61.			337.11
62.			335.92
63.			335.56
64.	344379.9	3205396.19	334.44
65.	344361.25	3205352.39	331.63
66.			332.97
67.			335.02
68.			335.30
69.			335.38
70.			336.07
71.			335.47
72.	344383.71	3205391.52	334.50
73.	344361.74	3205353.13	331.63
74.			332.87
75.			334.73
76.			335.13
77.			334.80
78.			334.09
79.			333.92
80.	344391.84	3205386.54	332.63
81.	344368.85	3205347.79	329.33
82.			330.25
83.			330.67
84.			331.27
85.			330.75
86.			331.04
87.			330.56
88.	344396.49	3205381.73	330.48
<b>Total</b>			<b>29427.88</b>
<b>Average</b>			<b>334.41</b>

88 ground points has taken at dumped waste for the assessment of average waste level Average waste level at Rudrapur dump site is 334.41 meters as given below – Average Waste Level = sum of 88 level / total numbers of point 29427.88 / 88 = 334.41m.

Details of Ground Point at dumped waste for the measurement of waste height

Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023





Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bioremediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023

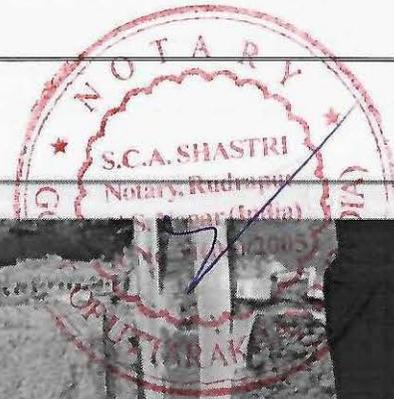


Rudrapur Legacy Waste Survey - 8/28/2023





Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bioremediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



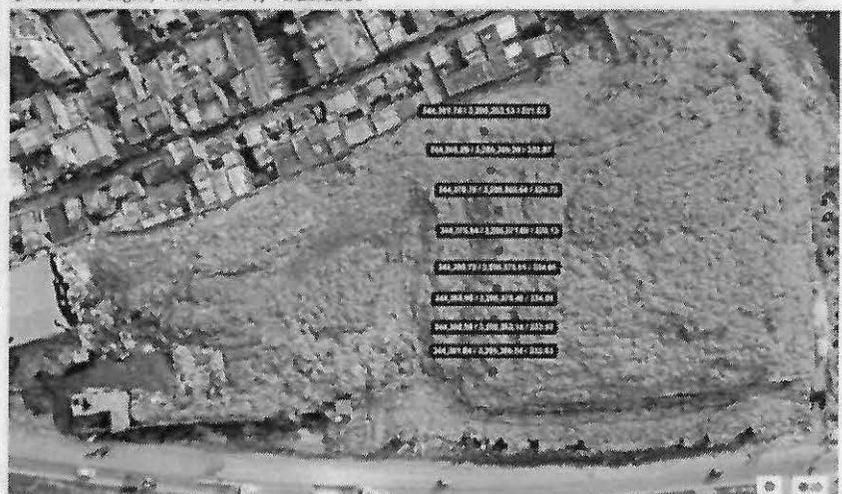
Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur

Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



- Existing dumped waste level at plot – 2

Sl. No.	Universal Transverse Mercator		Height
	m E	m N	
1.	344386.76	3205340.32	328.94
2.			328.11
3.			328.47
4.			329.15
5.			327.88
6.			328.45
7.	344407.28	3205373.54	328.22
8.	344394.34	3205335.51	328.40
9.			327.94

Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Sl. No.	Universal Transverse Mercator		Height
	m E	m N	
10.			328.85
11.			329.45
12.			329.58
13.			328.70
14.	344414.38	3205370.36	328.04
15.	344403.93	3205332.20	329.26
16.			329.51
17.			327.92
18.			327.96
19.			328.16
20.			328.50
21.	344421.44	3205365.32	326.65
22.	344414.05	3205328.74	329.40
23.			329.58
24.			330.81
25.			330.61
26.			329.51
27.	344427.44	3205361.18	326.60
28.	344418.47	3205328.03	329.48
29.			329.82
30.			331.26
31.			331.78
32.			329.42
33.			329.42
34.	344431.64	3205356.82	327.88
35.	344424.15	3205323.90	327.97
36.			328.33
37.			328.98
38.			331.25
39.			328.75
40.			328.55
41.	344437.82	3205353.31	327.68
42.	344429.59	3205319.69	327.13
43.			327.10
44.			328.03
45.			327.32
46.			326.09
47.			325.97
48.	344444.12	3205348.05	327.63
		<b>Total</b>	<b>15774.49</b>
		<b>Average</b>	<b>328.64</b>

48 ground points has taken at dumped waste for the assessment of average waste level Average waste level at Rudrapur dump site is 328.64 meters as given below – Average Waste Level = sum of 48 level / total numbers of point 15774.49/ 48 = 328.64m.

Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



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Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



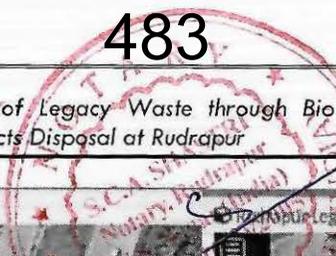
Rudrapur Legacy Waste Survey - 8/28/2023



Rudrapur Legacy Waste Survey - 8/28/2023



Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



Rudrapur Legacy Waste Survey - 8/28/2023



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Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur



**Average level of dumped waste at existing dump site**

Average waste height from ground level is tabulated below:

Average height of Ground level in meters	Plot (Waste dumped)	Average height of dumped waste in meters	Total Height of waste in meters (C-A)
A	B	C	D
326.49	1	334.41	7.92
	2	328.64	2.15



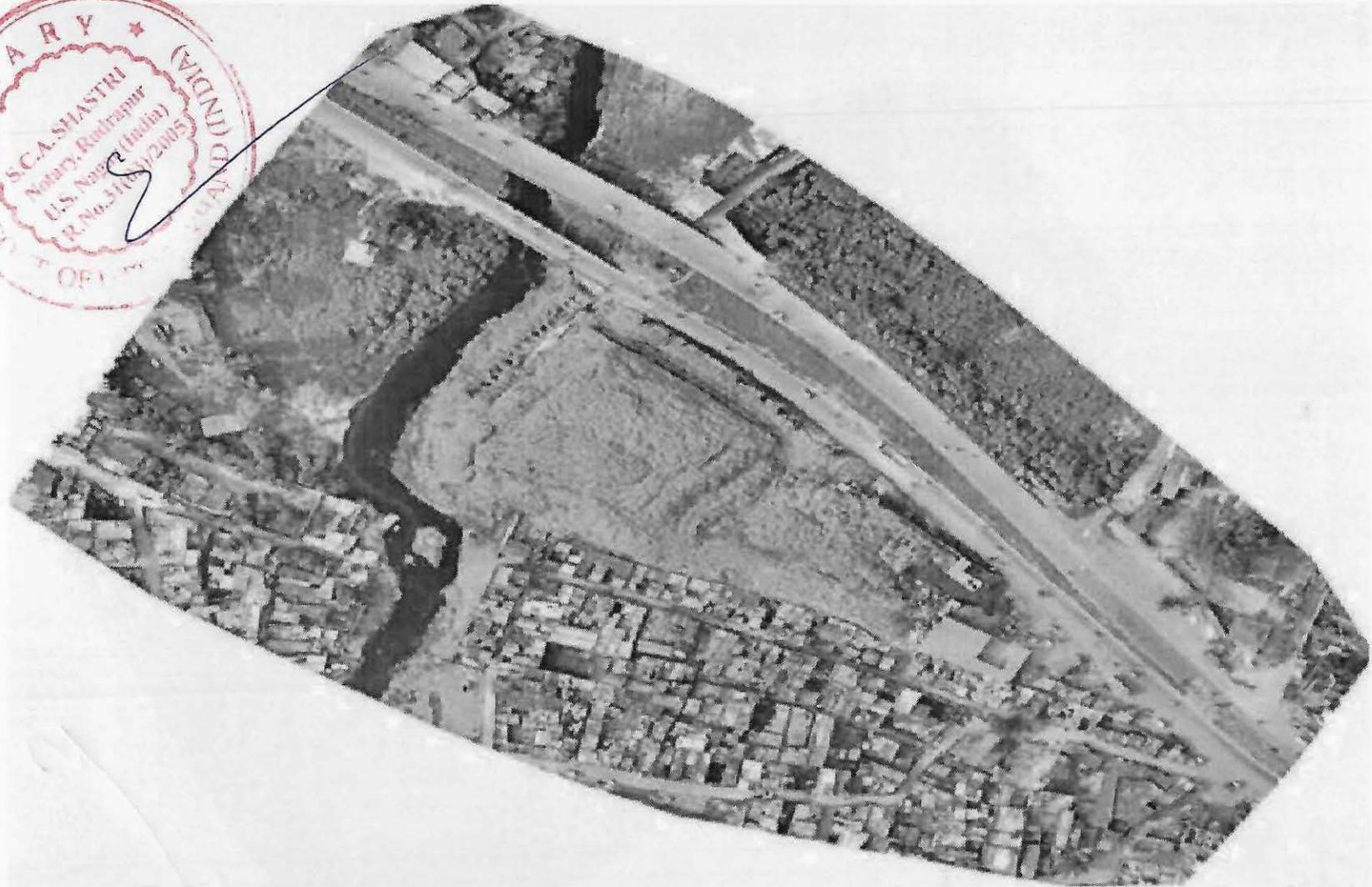
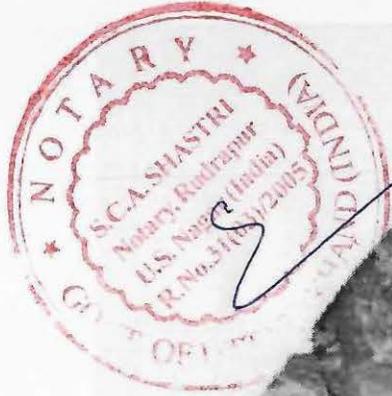
## Legacy Waste quantity

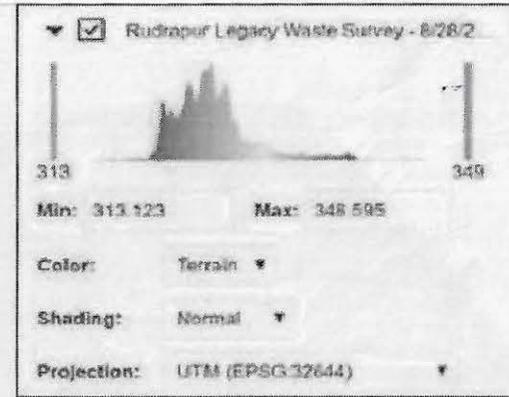
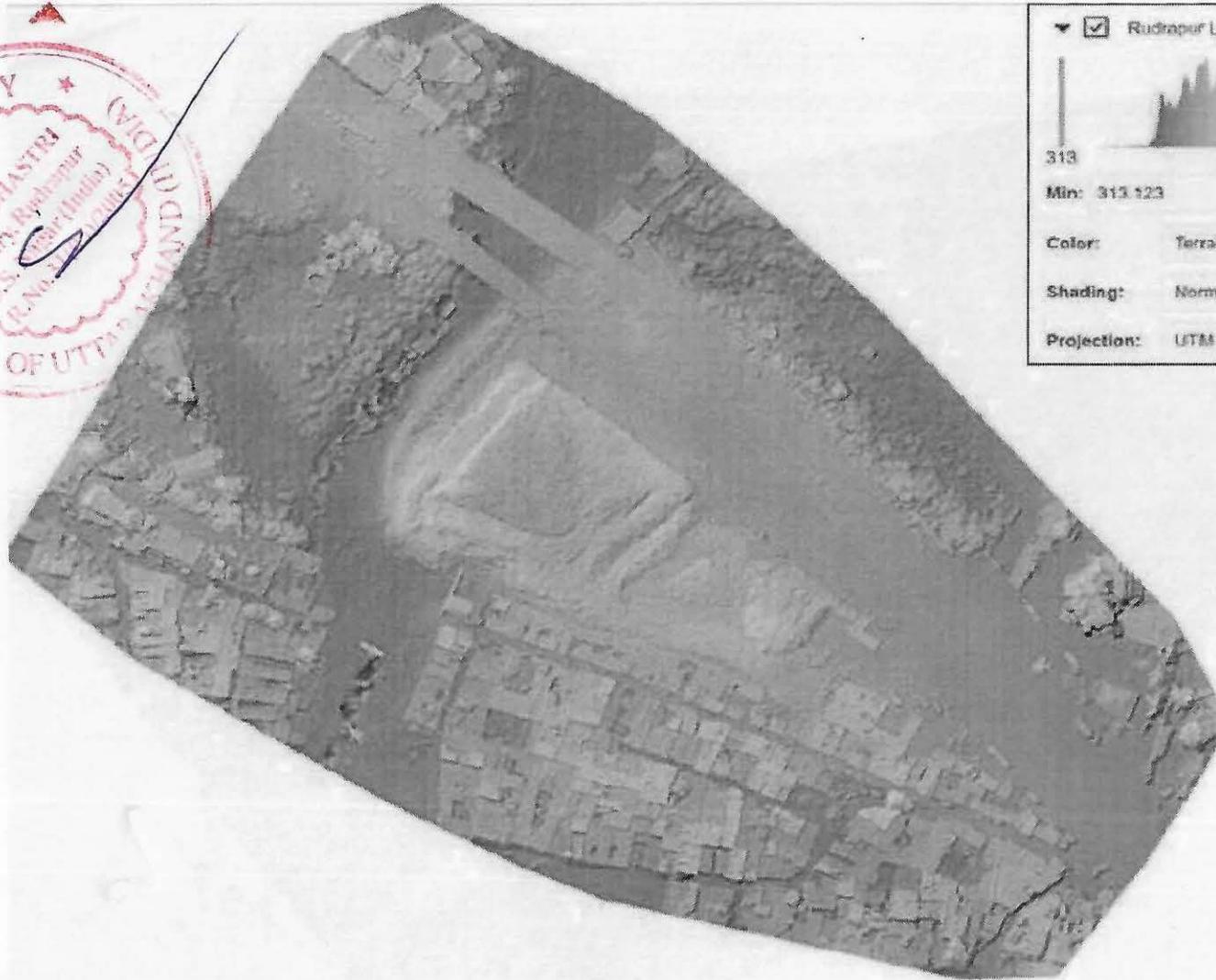
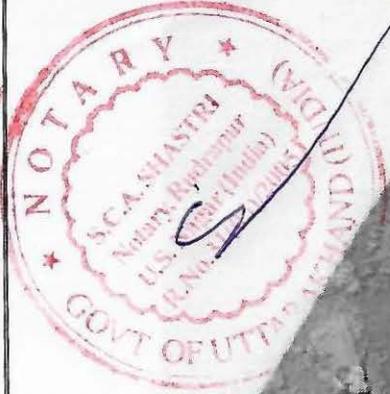
Place	Area (in sqm)	*Average height of waste (Meter)	Total Quantity of waste (Cum) Approximate	Total Quantity of waste (MT) Approximate (0.850 mt in 1 cubic meter)	Remark
Plot - 1	7115.2	7.92	56,352.384	47,899.526	Total quantity of waste is based on primary analysis
Plot - 2	2679.5	2.15	5760.925	4896.786	
	<b>9794.7 sqm.</b>	<b>Total Quantity</b>	<b>62113.309 cum</b>	<b>52,796.312 MT.</b>	
<b>Say: 53,000 MT of Legacy Waste</b>					

\*Note -

- Waste quantification was done by Digital terrain modeling (DTM) & 3D mapping using photogrammetry software DronDeploy and WEDODM.
- The average height of dumped waste has taken after the 3D mapping high profile and current road and surrounding area.
- Density of waste considered in 1 cubic meter .850MT as per current site condition

Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur





## 8 Selection of Technology

### 8.1 Clearing vs. Capping of Legacy Waste

The SWM Rules 2016 clearly mandate clearing of sites as a first option, by bio-mining and bioremediation. Still, capping is often proposed or considered an option in India merely because it is done in the West. But clearing a dumpsite almost to ground level rather than capping it is a far better option for permanent pollution prevention, as well as for the following additional reasons:

Clearing by bio-mining recovers the entire base area of a dump at almost ground level. Capping gives only one-third of the base area as usable area at an inconvenient height for future use.

Cleared sites require no after-care. Capping requires at least 15 years of continuous leachate pump-out and treatment in a dedicated effluent treatment plant nearby. Gas extraction is very difficult and inefficient when attempts are made to insert suction pipes into dumped waste instead of before dumping begins. Poor success at Gorai capping led to the forced refund by Mumbai city of Rs 15 crore advance carbon credits.

Capping of open dumps (wrongly called SLFs or Sanitary Landfills) requires intake of fresh waste to be stopped and permanently diverted to a fresh site before capping begins. With increasing protests against fresh waste disposal sites, getting started elsewhere can often delay capping plans indefinitely. Bioremediation and Bio-mining to clear a site can start immediately at one part of an actively used dump while fresh waste continues to be received and stabilized at another part. Clearing can be done in phases to match available funds.

In the USA, only grass is permitted to be grown on the soil cover of a capped site. It must be regularly mowed for 15 years to prevent the growth of herbs or shrubs or trees whose roots may penetrate the plastic layer below the soil cover. If trees are planted over soil capping, they die in a few years as soon as their roots enter the hot airless waste below. Capped sites are closed to the public for 15 years. But if a dump is cleared to near ground level, it can be easily converted to a public tree park or garden if desired, unless below-ground waste remains untreated on the site

Thus, capping of dumpsites is not advisable and bioremediation and biomining of the legacy waste has been selected as the preferred option for legacy waste management of these two sites.

### 8.2 Bioremediation and Biomining of Old Municipal Dumpsites

It refers to the excavation of old dumped waste and make windrow of legacy waste thereafter stabilization of the waste through bio-remediation i.e. exposure of all the waste to air along with use of composting bio-cultures, i.e. screening of the stabilized waste to recover all valuable resources (like organic fines, bricks, stones, plastics, metals, clothes, rags etc.) followed by its sustainable management through recycling, co-processing, road making etc.

The first step is to excavate legacy waste, loosen it and make windrows so as the leachate can be dried off through solar exposure and all the entrapped methane is removed from the heap. All biodegradable waste, like discarded food, fruit, flower and garden waste, needs air to decompose it in an odourless way without producing leachate. So the first step in stabilizing and bringing down airless legacy waste is to expose as much of it as possible to air.

Addition of composting bio-cultures speeds up decomposition and rapidly creates biological heat within the waste that helps to dry it out and reduce its volume by 35-40%. This happens through loss of moisture and by decomposition of some of the aerated waste to carbon dioxide and water vapour. This is called bioremediation and makes the waste dry enough for screening. Waste is called stabilized when there is no more generation of heat or landfill gas or leachate, and seeds are able to germinate in it.



It means the screening of such stabilized waste into different size fractions that can be usefully used off-site or disposed of without affecting the environment. Screen sizes commonly used are one or more of the following: 150 mm, 80 to 100 mm, 24 to 50mm, 12- 16 mm and 4-6. The finest fraction is called bio-earth or good earth. It contains a mixture of humus-rich organics which improve soil fertility along with a high proportion of soil or sand, which is why it cannot meet FCO standards for compost. The coarsest fraction contains bricks, stones, coconut shells, footwear, cloth and larger plastics. Density separation helps recover combustibles which can be used (usually up to 5-10%) as fuel replacement after supplying it to customer requirements. The lighter mid-fractions are mostly plastics and can be shredded as per industry requirement for use in bitumen hot mix plants to make so called Plastic Roads or as refuse derived fuel for co-processing in cement kilns. Fractions up to 50mm do not require shredding for use as RDF. The heavier mid-fractions are mostly stony inert which can be used in the lowest layers of roadmaking or plinth-filling or in low-lying areas but should not contain more than 3-5% plastics by weight. Less than 10% of the original waste remains as totally unusable residual rejects and may remain onsite, either in a small heap or spread to raise the ground level by a couple of meters. The land which was hosting waste dumps is now fully recovered for alternate uses. Biomining and Bio-remediation processes should be adopted as early as possible to ensure holistic solid waste management

### 8.3 Process of Bioremediation and Biomining

Exposing the legacy waste to air to stabilize it has been done since 1998 in many ways. Almost all of them involve forming the waste into long low heaps of about 2-meter height called windrows, to get maximum surface area to volume. Repeated turning is necessary to ensure that the innermost waste in windrows also gets exposed to air. Usually 3-4 turnings of legacy waste are necessary to stabilize it.

1. Use a tractor-tiller to repeatedly loosen the topmost 150 mm layer of legacy waste. Mist-spray the waste lightly with bio-cultures to control odour and get the decomposing microbes dispersed into the waste. Hand-pick out large objects like rocks or coconut-shells or long pieces of cloth. Form the waste into windrows using a Bobcat or JCB or similar earth-moving equipment. Turn these windrows every 5 days. After 2-3 weeks when the heaps are free flowing enough for screening, move the material to multi-deck vibrating screens or to trommels (rotating cylinders with different size perforations) to get fractions of different size and weight.



**Selection of Bidder for the Bioremediation and Clearing of Legacy Waste through Bio-remediation, Biomining, Resource Recovery and Scientific Rejects Disposal at Rudrapur**

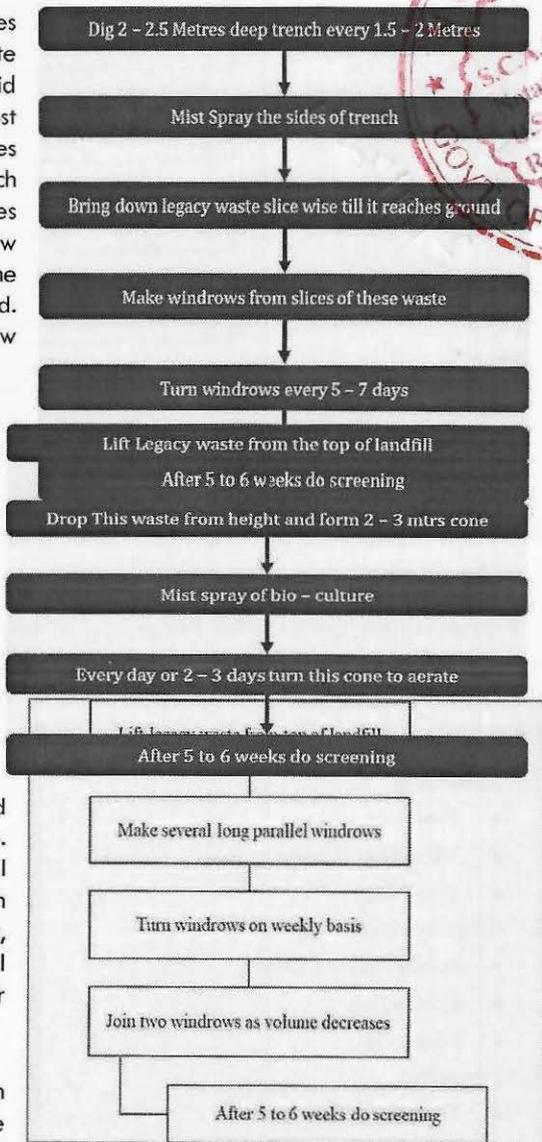


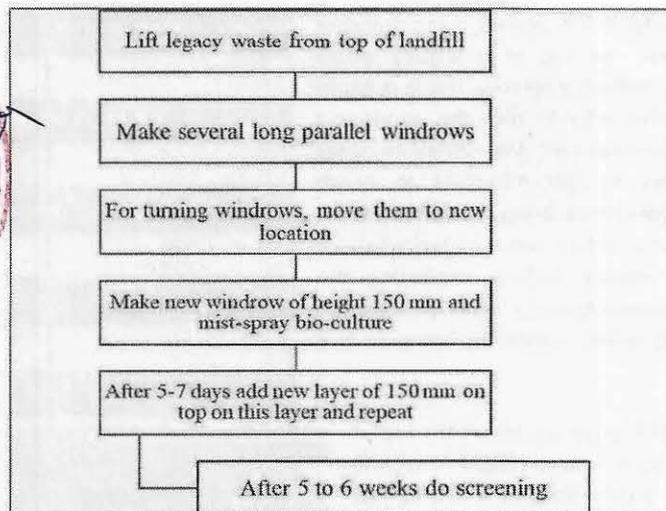
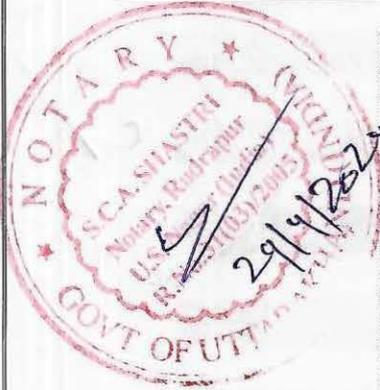
2. Use a JCB to dig 2-2.5 meters deep trenches downwards from the top of a legacy waste heap at 1.5 to 2 meters intervals. This is a rapid and cost-effective way to slice the uppermost layer into in-situ windrows. Mist-spray the sides of the trenches to get microbes to reach exposed waste surfaces. Bring down these slices to form terraces and turn one aerated windrow onto another weekly before repeating the process until almost ground level is reached. Start screening when waste moisture is low enough

3. Use a JCB to lift legacy waste off the top of a heap and drop it from a height to aerate and loosen the waste and form 2-3 meters high cones. Mist-spray bio culture on the cones. Every day or 2-3 days use the JCB to lift waste from the cones and drop it back to the same or a nearby location, to aerate the waste. This is rather fuel intensive.

4. Where space permits, move the waste to form several long parallel windrows. Turn these weekly with a JCB. Often at the second or third turning, one heap can be combined with a second one as their volumes decrease. Windrows can be aerated either by moving all the waste to form a new parallel windrow, with the innermost waste on the outside for aeration, or by moving all the waste forward in small steps while dropping it from a height for aeration.

5. If waste needs to be moved from one location to another part of the same site, usually the perimeter, place it in thin 150 mm layers and mist-spray bio cultures. Allow 5 days to aerate one layer before adding the next one and mist-spraying bio cultures on that also. Turning may not be necessary when waste is spread thin like this, to decompose like leaves on a forest floor.





6. This is a constantly evolving field. Hence other cost effective and space effective methods can also be applied.

#### 8.4 Processing Equipment's for Processing of Legacy Waste

The major equipment that would come in use would fall under the following heads of processes like excavation, shredding, screening, air classification and ferrous separation. As per suitability and requirement the appropriate choices should be made.

1. Screening
  - Trommel
  - Vibrating Screen
  - Disc/ Star
2. Handling Equipment
  - Loader (Front Load)
  - Conveyers
  - Fork-Lifts
3. Screening
  - Trommel
  - Vibrating Screen
  - Disc/ Star
4. Handling Equipment
  - Loader (Front Load)
  - Conveyers
  - Fork-Lifts



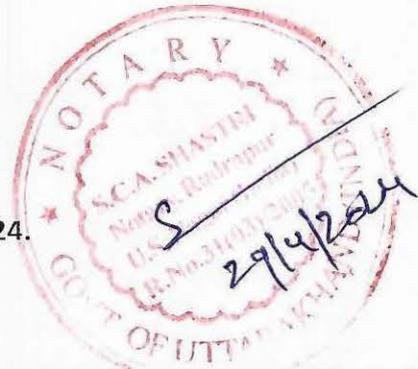
Ref. No.: DAYA/SS/2024-25/098

Date: 24/04/2024

To  
The Municipal Commissioner,  
Rudrapur Municipal Corporation,

Subject – Reply of letter no. 126/S.A./24-25, Dated- 23.04.2024.

Sir,



We would like to take a moment to answer your query in a point wise manner and hope it would clarify the doubt about seriousness towards our obligations with Rudrapur Nagar Nigam.

- The process use to remediate the legacy waste is Bio-mining and Bio-Remediation. The scientific process of excavation, treatment, segregation and gainful utilisation of aged municipal solid waste or legacy waste is called Biomining, according to the guidelines of the Central Pollution Control Board (CPCB).  
Biomining is an environmentally friendly technique to separate soil and recyclables like plastic, metal, paper, textiles, Construction & Demolition waste materials and other solid materials from legacy waste. It provides a reliable solution to complex environmental issues and uses environmentally friendly techniques for materials sorting and segregation for further use, recycling, or filling low-lying areas.

#### Bio mining practically involves the following steps:

- Scientific treatment of old waste to remove undigested organic matter
- The spray of cultures to suppress odour.
- Drying of material
- Screening / classification of material using various types of equipment
- Making various products using the processed waste material
- Levelling of recovered land

#### Screening / Classification of C&D Waste Materials

Our advanced waste processing systems help you convert the C&D waste component from legacy waste into recycled sand and aggregates that have a range of uses in a variety of construction applications.

Each plant we design includes a variety of processing phases depending on your specific requirements:

- Feeding & pre-screening
- Metal removal



- Aggregate scrubbing
- Contaminant removal
- Sand washing
- Aggregate sizing
- Primary stage water treatment
- Sludge Management

#### Recycling of Trommel Fines

The scientific process of excavation, treatment, segregation and gainful utilisation of aged municipal solid waste or legacy waste is called Biomining, according to the guidelines of the Central Pollution Control Board (CPCB). Legacy wastes also include Trommel fines which consist of materials such as wood, aggregate, sand, glass and organics which are typically smaller than 30mm-50mm in size.

Through density separation techniques, our recycling solutions size and separate materials to recover as many valuable resources as possible.

Our trommel fines solution washes the waste products, and removes contamination from sand, grit and stone, liberating unwanted lightweight matter. The solution is also designed with the contamination levels of the waste in mind and can remove heavy metals and hydrocarbons for specific applications.

By washing the inert materials to remove contamination, clean sand and aggregates extracted from the trommel fines waste can be resold and reused in the secondary aggregates market to close the loop on waste.

#### ○ Deployment plan of machinery

Based on estimated quantification of legacy waste in different patches of area, contractor shall submit phase wise planning which shall reflect the no. and capacity of machinery required to meet the time line. The details about proposed machinery are as mentioned below: -

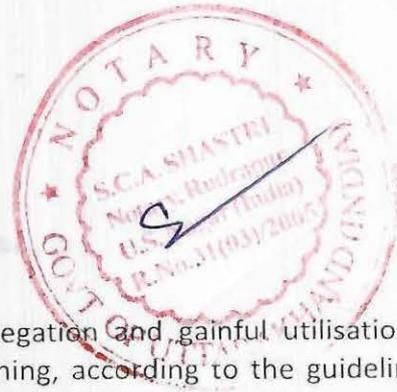
#### ○ Technical specifications of each machinery

The Required machinery for this project is as envisaged below: -

S.No.	Machinery
2.	Trommel- 35 mm
3.	Trommel- 10 mm
4.	Shredder/Size reduction machinery (optional)
5.	Magnetic Separator
6.	Blower/Other state of art technology for separation of SCF from inert

#### ○ Vehicle deployment Plan

The vehicle will be deployed for windrow formation and carriage of stabilized waste from windrow to trommel. The details about each vehicle are as mentioned below: -





S.No.	Vehicle Details	Activities	Remarks
1.	Poclaim	Leveling of waste, Windrow Formation and their turning	Maintain Logbook and PUC Certificate
2.	JCB	Feeding for trammel and loading of rejects	Maintain Logbook and PUC Certificate
3.	Dumper	Transportation of stabilized and reject waste	Maintain Logbook and PUC Certificate
4.	Tractor Trolley	For transportation of rejects from trammel to temporary storage shed	Maintain Logbook and PUC Certificate
5.	Emergency Vehicle	For emergency purpose	Maintain Logbook and PUC Certificate

#### ○ Manpower deployment Plan

The competent human resource shall be deployed for execution of this project. As per site requirement, minimum manpower requirement is as listed below: -

S.No.	Human Resource	Minimum No.
1.	Skilled	2
2.	Unskilled	8
3.	Administration	1
4.	Domain Expert /Project In charge	1

#### ○ Ancillary Facilities

The activities in proposed project required multidisciplinary area of expertise. The anticipated ancillary facilities required for this project is as estimated below: -

S.No.	Items	Activities	Remarks
1.	Electric Requirement	For Trommel and other ancillary facility	Must be ISO Certified
2.	Control Panel	For each trammel machine	Good quality and safety norms should be followed.
3.	Site Office Cabin	For official purpose	
4.	Housekeeping and Site Cleaning	Regular practices	

# DAYA CHARAN & COMPANY

495



A Leading Manufacturing of MSW Machineries | Legacy Waste Bio Mining | Fresh Waste Segregation | Landfill Management | Landfill Reclamation and Bio Remediation

zerowasterecycler.com

GST No:- 07AHBPA2893D1ZR

Customer Care:- +91-72-9004-9003

RZ-79-80, Dabri Extension (Main) , Dabri New Delhi- 110045

Email:- info@zerowasterecycler.com

- Leachate Management: - Initially, leachate generation was moderate. It was collected in a plastic tank and then recirculated onto windrows. After creating windrows and spreading Bio-culture, the waste underwent stabilization, resulting in a significant reduction in leachate generation.
- We have Processed 53084.85MT of Legacy waste from Pahadganj Trenching Ground. Bifurcation of By-Products generated and disposed are as follows-

	Percentage	Weight (MT)
LEGACY WASTE PROCESSED TILL 31.03.2024		53084.85
Bio-soil	73%	38751.94
RDF	11%	5839.33
Inert	13%	6901.03
Gases & Moisture	3%	1592.55

We are very much Obligated to Work for Rudrapur Nagar Nigam.

Sincerely,

For Daya Charan and Company

For Daya Charan And Company

Proprietor

Authorized Signatory

## कार्यालय नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 e-mail:- nagarnigamrudrapur@gmail.com visit-www.nagarnigamrudrapur.com

### "अल्पकालीन ई-निविदा सूचना"

सर्व साधारण को सूचित किया जाता है कि नगर निगम, रुद्रपुर में Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016 एवं 01 वर्ष हेतु 04 बोलेरो वाहन मय वाहन चालक किराये पर उपलब्ध कराये जाने हेतु द्वितीय बार इच्छुक फर्मो/सेवाप्रदाता/एजेन्सीयो/वाहन स्वामिये आदि से दिनांक 26/02/2024 की प्रातः 11:00 बजे से दिनांक 04/03/2024 की सांय 05:00 बजे तक दोहरी निविदा प्रणाली (तकनीकी एवं वित्तीय निविदा) के अन्तर्गत अल्पकालीन ई-निविदा आमंत्रित की जाती है, जो दिनांक 05/03/2024 को दोपहर 12:00 बजे निविदा समिति द्वारा खोली जायेगी। ई-निविदा के सम्बन्ध में विस्तृत जानकारी / शर्तें उत्तराखण्ड शासन की वेबसाइट [www.uktenders.gov.in](http://www.uktenders.gov.in) तथा नगर निगम, रुद्रपुर की वेबसाइट [www.nagarnigamrudrapur.com](http://www.nagarnigamrudrapur.com) से डाउनलोड की जा सकती है। ई-निविदा के सम्बन्ध में किसी भी कार्य दिवस पर प्रातः 10:00 बजे से सांय 05:00 बजे तक स्वास्थ्य अनुभाग नगर निगम, रुद्रपुर में सम्पर्क किया जा सकता है। निविदा को बिना कोई कारण बताये निरस्त करने का अधिकार नगर आयुक्त, नगर निगम, रुद्रपुर में निहित होगा।

—ह0—

(नरेश दुर्गापाल)

नगर आयुक्त

नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)

—ह0—

(उदयराज सिंह)

प्रशासक

ऊधमसिंह नगर

## कार्यालय नगर निगम रुद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 E-mail:- nagarnigamrudrapur@gmail.com

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पत्रांक - 5151 /स्वा0अनु0/2023-24 / P. B.

दिनांक-24 फरवरी, 2024

**प्रतिलिपि:-** निम्न को सूचनार्थ एवं नोटिस बोर्ड पर चस्पा हेतु।

1. कार्यालय जिलाधिकारी, ऊधमसिंह नगर ।
2. कार्यालय मुख्य विकास अधिकारी, ऊधमसिंह नगर।
3. कार्यालय वरिष्ठ कोषाधिकारी, ऊधमसिंह नगर।
4. कार्यालय उपजिलाधिकारी, ऊधमसिंह नगर।
5. कार्यालय नगर निगम, रुद्रपुर, ऊधमसिंह नगर।
6. सम्पादक, दैनिक समाचार पत्र आर. उमाला एवं पायानमर को इस आशय से प्रेषित कि उपरोक्त ई-निविदा सूचना को 6x8 सेमी0 साईज में अपनी व्यवसायिक दरों में, 30 प्रतिशत या उससे अधिक छूट देते हुए अपने समाचार पत्र के आगामी अंक में प्रकाशन का कष्ट करें तथा भुगतान हेतु बिल के साथ समाचार पत्र की दो प्रति सहित इस कार्यालय को उपलब्ध कराने का कष्ट करें।
7. श्री तपन कुमार राय, डा.ई.आ., नगर निगम रुद्रपुर को इस निर्देश के साथ प्रेषित कि उपरोक्त निविदा सूचना एवं निविदा की शर्तों को उपरोक्तानुसार उत्तराखण्ड शासन की वेबसाइट [www.uktenders.gov.in](http://www.uktenders.gov.in) एवं नगर निगम, रुद्रपुर की वेबसाइट [www.nagarnigamrudrapur.com](http://www.nagarnigamrudrapur.com) पर अपलोड करना सुनिश्चित करें।

(नरेश दुर्गापाल)

नगर आयुक्त

नगर निगम, रुद्रपुर

ऊधमसिंह नगर



**NAGAR NIGAM RUDRAPUR  
GOVERNMENT OF UTTARAKHAND**

Tender Notice 5151

Date 26/02/2024

**Notice Inviting Tender**

Bidders are invited from experienced bidders for the following work as listed below and will be received online on the website [www.uktenders.gov.in](http://www.uktenders.gov.in) as per time schedule (key dates) in the notice published on the above website.

Sl. No.	Events	Details and key dates
1.	Name of the work	Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016.
2.	Mode of Bid Submission	Online Only
3.	Tender Fee and Bid Security	Tender Fee: Rs 5,900.00( Rupees Five Thousand Nine Hundred Only) in for DD in favor of Municipal Commissioner, Nagar Nigam Rudrapur. Bid Security: Rs 2,00,000.00(Rupees Two Lac Only) In for DD /FDR in favor of Municipal Commissioner, Nagar Nigam Rudrapur.
4.	Date / Time of Publication of Tender on Website	26/02/2024 11:00 am
5.	Last Date/Time of Bid Submission	04/03/2024 05:00 pm
6.	Last Date / Time of Submission of Tender Fee & EMD	05/03/2024 11:00 am
7.	Date of Bid Opening	05/03/2024 12:00 pm
8.	Bid Submission Address	Nagar Nigam Rudrapur

**Note:**

1. The Bidder shall have to submit their bids online and upload the relevant documents from as per key schedule (key dates)
2. The bidders intending to participate in this tender are required to get enrolled /registered on the e - procurement website [www.uktenders.gov.in](http://www.uktenders.gov.in). Enrolment /registration on the above portal is mandatory.
3. Tender documents can be purchased only online from <https://uktenders.gov.in> by making online payments as specified above as per key dates. The bidder shall have to submit their bids online and upload the relevant documents from as per time schedule (key dates)
4. Conditional tender will not be accepted and liable to be rejected. RNN reserves the right to accept or reject any or all tender without assigning any reasons thereof.

  
 Municipal Commissioner  
 Nagar Nigam Rudrapur  
 Udham Singh Nagar

**NAGAR NIGAM RUDRAPUR  
GOVERNMENT OF UTTARAKHAND**

invites

**Request for Proposal  
for**

**"Invitation to Transform Waste Management: Request for  
Proposal for the Establishment of a State-of-the-Art  
Municipal Solid Waste Processing Facility in Rudrapur in  
Accordance with SWM Rules 2016"**



**NIT No: 5151...;**

**Date: 26/02/2024**

Issued By: -

Municipal Commissioner,  
Nagar Nigam Rudrapur  
Nainital Road, Near Indira Chouraha,  
Rudrapur, District - Udham Singh Nagar  
Uttarakhand - 263153





### Disclaimer

The information contained in this Request for Proposal ("RFP") Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Nagar Nigam Rudrapur, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors or Uttarakhand Urban Development Directorate or Uttarakhand Public Private Partnership Cell, is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and the Government Representatives, their employees or advisors Urban Development Directorate or Uttarakhand Public Private Partnership Cell can't consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The Government Representatives, their employees, advisors and Uttarakhand Public Private Partnership Cell make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. Some information and details are being given as per the already partially executed project by the previous concessionaire. Due diligence should be applied in examining the existing infrastructure etc fully or partially executed in the project. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.



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"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



## Table of Contents

1	Brief Particulars of Work .....	1
2	Instructions to Bidders for Pre-Qualification .....	15
3	Eligibility Criteria and Information Required to be Furnished by the Bidders .....	20
4	Evaluation and Qualification Procedure .....	22
5	Preparation & Submission of E-Bids .....	23
6	Criteria For Evaluation of the Performance of Contractors for Pre-Qualification .....	25
	Form - I .....	26
	Form- I A .....	27
	Form- I B .....	28
	Form- II A .....	29
	Form- II B .....	30
	Form- III .....	31
	Form- IV .....	32
	Form - V .....	33
	Form VI-A .....	34
	Form VI - B .....	35
	Form -VII .....	36
	Form - VIII .....	37
	Form - IX .....	38
	Form - X .....	40
	Form - XI .....	41





## 1 Brief Particulars of Work

### 1.1. Introduction

Rudrapur, as an evolving urban centre, is faced with the critical challenge of managing its burgeoning solid waste, which has escalated in tandem with its rapid urbanization and population growth. The Urban Local Body (ULB) of Nagar Nigam Rudrapur recognizes the importance of a systematic approach to solid waste management, which is vital for the health, environment, and aesthetic appeal of the city. With the current infrastructure under strain, the necessity for a comprehensive Municipal Solid Waste Processing Facility is evident. This facility is anticipated to not only handle the vast quantities of waste generated daily but also incorporate mechanisms for segregation, resource recovery, processing, and treatment, in adherence to the Solid Waste Management Rules, 2016. The proposal for such a facility in Rudrapur is a proactive step towards a sustainable urban future, ensuring the well-being of its citizens and the environment.

The major objective of the request for proposal for the setting up of a Municipal Solid Waste Processing Facility at Rudrapur, as per SWM rules 2016, is to facilitate the construction, operation, and maintenance of a solid waste processing facility that can optimally utilize various components of solid waste by adopting suitable technology. This includes technologies that adhere to the guidelines issued by the Ministry of Urban Development and standards prescribed by the Central Pollution Control Board. The aim is to improve the management of municipal solid waste in the city through the development of an integrated MSW management system that encompasses the collection and transportation of MSW as well as the development, operation, and maintenance of an MSW treatment and disposal facility. This initiative is part of the broader objectives of the Swachh Bharat Mission to ensure hygiene, waste management, and sanitation across the nation.

An action plan detailing marketing approaches for the sale of recyclables and other products derived from waste processing should be included, emphasizing the project's proactive approach to market absorption of outputs. Additionally, the report must account for spatial requirements for the enterprise and present measures for mitigating environmental impact. The technology proposed must be in strict compliance with existing MSW Rules, as well as guidelines issued by MoEF and State/Central Pollution Control Boards.

The financial model for the waste processing facility involves Nagar Nigam Rudrapur compensating the successful bidder based on the quantity of waste processed as determined by the rates quoted by themselves. The bidder is responsible for setting forth a pricing model for the processed waste, which should be included in their bid submission. The expectation is that the bidder will not only rely on the payments from Nagar Nigam Rudrapur but also explore and exploit market opportunities or secure additional funds through stakeholder contributions to ensure the project's long-term financial health. This hybrid approach of direct payments for waste processing and revenue generation through secondary markets or external funding is designed to create a sustainable economic structure for the facility.

The bidder is required to meticulously prepare a Comprehensive Project Report, adhering to the outlined guidelines, which focuses exclusively on the technical aspects of the proposed Municipal Solid Waste Processing Facility in Rudrapur. At this juncture, financial details should not be included in the report. This technical dossier must present the chosen technology tailored to process the estimated daily waste influx of approximately 100 tons. It should provide indicative layouts and specify the volume of by-products expected, alongside elaborating on the envisioned circular economy model. The proposal should delineate strategies for engaging stakeholders effectively to ensure the project's long-term viability.

The technology selected should be widely acceptable in Indian conditions.

The Authority invites proposals from interested reputed, qualified and experienced Companies / Firms for the development of an Integrated Municipal Solid Waste Management Facility (processing and

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**"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016**



disposal) to develop and implement a viable and environmentally sustainable MSW management system on Design, Build, Operate & Transfer basis. The Authority intends to select the bidder through an open competitive bidding process under the procedure set out herein.

The selected bidder shall have the right to Operation & Maintenance of the facilities developed for a period of 6 month after the Commissioning of the plant and shall generate the revenue through sale of recyclables and RDF. After segregation wet waste must be send to Bio CNG Plant Rudrapur and dry waste should be shredded and send to cement plant factory. Upon completion of such period, the successful bidder shall hand-over the plant to NNR.



**1.2. Objective**

a) The overall objectives of the Request for Proposal (RFP) for the Municipal Solid Waste Processing Facility at Rudrapur are as follows:

- I. To ensure the proposed organization structure is adequate for the project's successful execution, with clearly defined roles and responsibilities.
- II. To align the project with local staffing expectations, adhering to the guidelines set out in the Information Memorandum.
- III. To ensure prudence and relevancy of the proposed plan, considering the local context.
- IV. To establish a realistic Project Sustainability Plan that includes a marketing strategy for the sale of end products, such as compost and recyclables, from solid waste processing.
- V. To choose an appropriate and relevant waste treatment technology that is environmentally sustainable.
- VI. To identify potential revenue sources, including proposed tie-ups for the sale of compost, and create a robust marketing plan for the end products.
- VII. To ensure compliance with the procurement guidelines and the conditions set out in the RFP.
- VIII. To provide bidders with clear instructions for the submission, evaluation, and awarding of the concession, including specific provisions on fraud, corruption, and eligibility criteria.
- IX. To facilitate the submission of proposals in a structured manner, broken down into pre-qualification requirements, technical offers, and financial offers.
- X. To inform bidders that the RFP is purely for informational purposes and not a binding agreement or offer.
- XI. To ensure the RFP adheres to the best practice documentation developed by the Ministry of Urban Development and reflects the project structure that has been adopted by the agency concerned.
- XII. To follow a two-stage bidding process with a clear indicative schedule, starting from the pre-qualification stage to the final bid stage.

b) The sub-objectives of the Request for Proposal (RFP) for the Municipal Solid Waste Processing Facility at Rudrapur, in line with the main objectives and by the overall objective, are as follows:

- I. To ensure full compliance with the Solid Waste Management Rules, 2016, and any other applicable laws, rules, and guidelines in India. This includes adhering to best engineering practices and ensuring that the proposed solid waste management project meets all regulatory requirements.
- II. To promote and protect the quality and sustainability of the urban environment within the service area. This encompasses not only the proper treatment and disposal of solid waste but also the consideration of sustainable practices in the project's operation and maintenance. This includes the development of a Project Sustainability Plan that considers the marketing and



- sale of end products from the processing facility, such as compost and recyclables, ensuring the long-term viability of the project.
- III. To suggest the best technology and environmentally friendly proposals that align with the Solid Waste Management Rules, 2016.
- To create a separate master plan for the processing and disposal of fresh waste at designated processing locations, ensuring the efficient and environmentally responsible treatment of newly generated municipal waste from the Rudrapur municipal area.
- To include a plan for the reclamation of the existing dumping yard, considering the options for reuse or re-utilization of waste, extraction and/or safe venting of landfill gas, closure, and containment, which would contribute to the improvement of environmental quality and potentially generate additional revenue streams.
- VI. To conduct a SWOT analysis of different options or technologies, including life cycle costs, to evaluate the most suitable and financially viable approaches for fresh solid waste processing systems.
- VII. To consider the potential for generating revenue from the sale of products derived from waste processing, such as compost, refuse-derived fuel (RDF), or electricity, which would help offset the costs of running the facility and contribute to its financial sustainability.
- VIII. To assess the technical, financial, legal, regulatory, environmental, and social feasibility of the project on a sustainable basis, which includes the analysis of revenue streams and the project's potential to attract funding from government sources and other financial mechanisms

### 1.3. Project Background

The Swachh Bharat Mission (SBM) originates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014. 'We must not tolerate the indignity of homes without toilets and public spaces littered with garbage'. To ensure hygiene, waste management and sanitation across the nation, a "Swachh Bharat Mission" was launched.

The project background for setting up a Municipal Solid Waste Processing Facility at Rudrapur is rooted in the challenges and necessities of managing municipal solid waste effectively in the face of rapid urbanization. The city of Rudrapur, like many urban centres, has experienced over-stressing of urban infrastructure services, including solid waste management. The management of municipal solid waste (MSW) is not a simple task; it requires regular monitoring and service provision by the Urban Local Body (ULB) through either basic or advanced Management Information Systems.

The goal of the project is to establish a facility that can manage the segregation, resource recovery, processing, treatment, and final disposal of solid waste. This is important for maintaining public health, protecting the environment, and preserving the aesthetics of the society. Mishandling of MSW can lead to a variety of negative consequences, including environmental damage that is expensive to remediate.

The Nagar Nigam Rudrapur (NNR) has taken prior actions in solid waste management and has a future roadmap outlined. The officials of NNR have been involved in preparing reports and plans for the improvement of waste management in the city.

For Rudrapur, the existing facility has a capacity of 30 TPD may Exceeds to 50TPD, is located in Fajalpur Mehraula, and covers 6.0 acres of land. The facility operates on a tender-based BOT (Build-Operate-Transfer) model, with the current plant functional for 30TPD as of November 2023. The operational and expenditure responsibilities are borne by M/S RUDRAPUR GREEN ENERGY PVT. LTD., which is an SPV (Special Purpose Vehicle) of MAILHEM IKOS ENVIRONMENT PVT. LTD. Pune.

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016

In summary, the background of the project for setting up a Municipal Solid Waste Processing Facility of Rudrapur involves addressing the challenges of urban waste management through careful planning, incorporating best practices, and leveraging private sector expertise to create a sustainable and effective waste management system for the city

Nagar Nigam Rudrapur intends to select interested parties through a competitive bidding process. Issue this Bid Document for the selected city to all the interested parties (Bidders). Bidders are required to submit per MT processing and disposal cost as per provisions of this Bid document (Proposals).

- 1.3.1. The Employer will select the Bidder meeting basic eligibility criteria as mentioned in the document and by the method of selection specified in the bid document.
- 1.3.2. The detailed scope of the assignment/ job has been described in the document.
- 1.3.3. The date, time and address for submission of the proposals have been given.
- 1.3.4. Bidder should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ job and Local conditions, the Bidder may undertake a physical survey of the ULBs.
- 1.3.5. The Employer will provide at no cost to the Bidder the inputs and facilities specified in the document, assist the Bidder in obtaining licenses and permits needed to carry out the Assignment/ job and make available relevant project data and reports.
- 1.3.6. Bidder shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time before the Contract award, without thereby incurring any liability to the Bidder.

It is hereby clarified that the bidders are required to assess their own project cost. Nagar Nigam Rudrapur and/or its officials shall not be responsible to any bidder for any loss on this account.

**Current Scenario at Kashipur – Sitarganj Highway at Pahadganj Rudrapur**

Sl. No.	Description	Details
1.	Dumpsite Site Location	Kashipur – Sitarganj Highway at Pahadganj Rudrapur
2.	Dumpsite Site Location Coordinates	Lat 28.967050° Long 79.402659°
3.	Total Area of the Site	9794.7 sqm.

**1.4. Tender Fee and EMD**

An amount of Rs 2,00,000/- (Rupees Two Lac only) must be remitted towards the Deposit of Earnest Money (EMD) and shall be paid through the online payment gateway of <https://uktenders.gov.in>. The tenders will not be considered if earnest money is not deposited with the tenders. The EMD shall be refunded to unsuccessful firms/contractors without paying any interest by NNR.

**Tender fee**-An amount of Rs 5,900/- (Rupees Five Thousand Nine Hundred only) (non-refundable) (excluding indirect taxes, services & gateway charges) shall be paid through the online payment gateway of <https://uktenders.gov.in>. The tenders will not be considered if the tender fee is not deposited with the tenders.

**1.5. Scope of Work**

- 1.5.1. The scope of work envisioned for Solid Waste Management Facilities is as follows:
  - a) To process MSW at the Processing Facilities under the Municipal Solid Waste (Management & Handling) Rules 2016.
  - b) Treatment and processing of Municipal Solid Waste by commissioning of the 100 TPD.

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



- c) The selected bidder shall have the right to Operation & Maintenance of the facilities developed for 6 months and further extended for 1 Year after satisfactory performance.
- d) Disposal of the process remnants generated and inert material, if any in a scientific landfill.
- e) To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2016.
- f) The scope of work for the Selected Bidder includes Plan, Design, Build, Development, Supply and Installation & Operation & Maintenance including marketing and sale of products and by-products from the Project and ultimately transfer of the assets related to the Authority at the end of the dispensation period.
- g) The Selected Bidder shall, under the provisions of the above-mentioned agreements, implement the Project in line with the scope mentioned in the agreements and briefly mentioned herein.
- h) The Project comprises establishing Infrastructure for Processing Facilities, Secured Landfill Facility and Operation & Maintenance of the same.
- i) The Selected Bidder shall process the waste using its workforce, materials, plant, machinery equipment and manpower for processing and marketing of the by-product and disposal of the inert.
  - ii) The contractor shall have to deploy sufficient machinery, manpower as mentioned below and required resources to execute the project scope within the project duration i.e., 06 months.
  - k) The Contractor shall have to do the Installation of plant, types of machinery, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
  - l) The contractor shall be responsible for the construction of a temporary shed, platform and creation of facilities for handling and quantifying the excavated MSW.
  - m) Contractor shall be responsible for Packing, storing, stacking, selling, diverting for recycling and marketing all Useful Material generated from any month of operation shall be disposed of on or before the end date of next month.
  - n) Contractor shall be responsible for packing, stacking, storing and sale of non-recyclable fractions of high calorific as raw material to RDF producers/users or sale to waste to energy or co-processing in cement plants or to thermal power plants or any of the Recyclers.
  - o) Contractor shall be responsible for the Construction of a temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards.
  - p) Contractors is responsible to check the feasibility of BIO-CBG plant and try to synchronize delivery of wet waste from Rudrapur Municipal Area.
  - q) The Contractor shall be responsible for Providing security arrangements for the project site, machinery, equipment etc. at its cost
  - r) NNR has its arrangements for the collection of waste in both zones as they have to monitor the segregated waste coming through the vendors end and Recycle and Processed the Municipal Solid Waste
  - s) Weighment System: The Contractor shall install the required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of Municipal Waste to be processed. This weighing system should meet the following conditions:
    - i. It should be a fully online electronic, automatic system equipped with the latest technology along with a backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with a backup server facility.
    - ii. It should be operated in CCTV surveillance with data storage for the entire contract period.
    - iii. Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
    - iv. Any malfunctioning in the operation of the weighing system will be the responsibility of the Contractor and the same shall be required to be rectified within a period of 24



hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of the contractor.

v. Volumetric analysis of waste to be done each month.

- t) The contractor shall conduct its due diligence for site investigation, analysis of the characteristics, composition and quantum of the waste at the Project site.
- u) Successful Bidder/Bidders and NNR shall jointly earmark a land parcel for disposal of fresh waste sufficient for the contract period in case the fresh waste processing facility is not operating at optimum capacity.
- v) Contractor shall be responsible for ICT-based monitoring of the project including but not limited to establishing CCTV cameras, weighbridge integration to the central server and web/App based online data entry logbooks to record the input and output quantity of waste. The bidder is to also provide access to all such monitoring paraphernalia to the project authority & PMC.
- w) The Contractor shall be responsible for creating facilities and making arrangements for controlling/mitigating the emission, pollution and contamination (environmental impact) including air, water and soil including mitigation for Leachate, dust, odour and noise pollution.
- x) A Contractor shall take precautions to minimize flies, rodents, bird menace and fire hazards.
- y) The Contractor shall be responsible for providing fire protection measures and safety equipment.
- z) The Contractor shall be responsible for deploying the technology by present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.
- aa) Contractor shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet the scope & conditions of this contract shall be set up by the Contractor.
- bb) Conducting/providing/arranging testing of materials as desired by the Engineer-In-Charge.
- cc) The contractors are advised to go through the specifications carefully and acquaint themselves with the nature of work, and the difficulties likely to be encountered during the execution of work before quoting their rates. The rates should be comprehensive enough to overcome such difficulties. The percentage rates quoted/offered in Schedule G should be inclusive of the cost of all materials labour, T&P and all taxes whether levied by the Central Govt. or State Govt. or local Authorities during currency of the contract etc. as no claim or compensation on these accounts shall be entertained.
- dd) The bidder must visit the site before quoting the rates and will have to submit (during e-tendering) a preliminary bar chart as per actual site conditions and the nature of work.
- ee) Defect Liability Period: 12 months after completion of work satisfactorily.

#### 1.5.2. Detailed Scope of Work

NNR desires to select the eligible contractor for the Setting up of a Municipal Solid Waste Processing Facility at Rudrapur as per SWM rules, including selling/scientific disposal of recovered material after processing.

Broadly, the Project involves segregating MSW into Dry waste and wet waste

The brief scope of work to be carried out by the selected Bidder during the execution of the intended project includes, but is not limited to, the following components,

**Feasibility Assessment:** Conduct feasibility studies to ascertain appropriate modes of treatment and processing at the selected location.

The Feasibility Assessment for setting up a Municipal Solid Waste Processing Facility at Rudrapur is a critical step in ensuring that the proposed facility is viable from technical, economic, environmental, and social perspectives. Here are the details of why it is necessary and how it will be conducted.



### Why is Feasibility Assessment Necessary?

**Determining Treatment and Processing Methods:** The feasibility studies are required to ascertain the most appropriate modes of treatment and processing of municipal solid waste at the selected location

**Ensuring Financial Viability:** Detailed Project Reports (DPRs) are essential for detailed planning and for ensuring the financial viability of the projects, which will be informed by the feasibility assessment [4].

**Environmental Clearance:** The feasibility assessment will help in understanding the environmental impacts and the regulatory clearances required for establishing municipal solid waste treatment, processing, and disposal facilities.

**Selection of Technology:** The assessment will assist in the selection of the best available technology for processing and disposal that is suitable for the local conditions of Rudrapur.

**Community and Stakeholder Engagement:** It is important to ensure the community buy-in and to plan for the involvement of different stakeholders, which can be facilitated through the assessment process

### How Will the Feasibility Assessment be Conducted?

**Assessment of Current MSW Management Situation:** The assessment will involve collecting demographic data, waste generation data, understanding the physical and chemical composition of waste, and the current status of human resources, equipment, and land availability for MSW management.

**Environmental Impact Assessment (EIA):** An EIA will be conducted to identify potential environmental impacts and to outline the roles and responsibilities of stakeholders involved in the EIA process. This includes the procedure for obtaining EIA clearance.

**Inventory of Resources:** An inventory of human resources, equipment, vehicles, bins, and available land for MSWM facilities will be created.

**Public-Private Partnership (PPP) Evaluation:** The feasibility assessment will evaluate the status of PPP in providing services, the extent of private sector participation, and the benefits or quality of service derived.

**Community Participation Analysis:** The level and kind of community participation in MSWM will be assessed, including outreach services and activities in engaging communities.

**Preparation of Action Plans and DPRs:** After the initial assessment, action plans for MSWM service provision will be developed, along with DPRs for infrastructure-based projects.

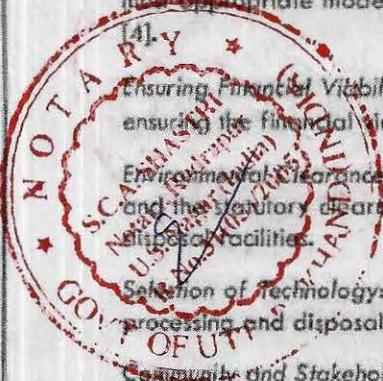
**Contracting and Tendering Considerations:** The assessment will include considerations for contracting arrangements for MSW service provision and engaging with a public-private partner.

**Gap Analysis:** The assessment will cover a comprehensive gap analysis of the legal, policy, technical, and community participation aspects, as well as an evaluation of the current status of dumpsites and environmental concerns

**Stakeholder Consultation:** Consultations with stakeholders will be part of the assessment to incorporate their input into the MSWM planning.

**Future Projections:** The assessment will also take into account future projections such as population forecasts, anticipated lifestyle changes, and changes in socio-economic status to plan for future waste management needs

**Project Planning and Design:** Preparing Detailed Project Reports (DPRs) for detailed planning and to ensure the financial viability of the project



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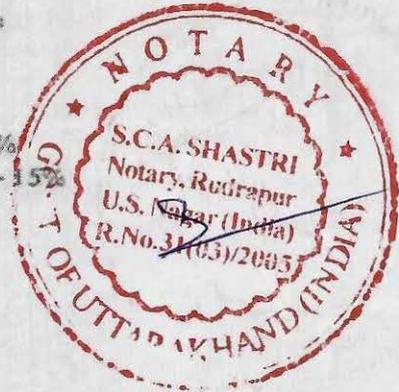
**Technology Selection:** Identifying and selecting appropriate technologies for waste management facilities to be designed, constructed, and operated by the concessionaire.

The composition of Municipal Solid Waste (MSW) in India typically includes:

- Organic/compostable fraction: 40 – 60%
- Recyclable/Resource Recoverable fraction: 20 – 30%
- Non-Recyclable/Combustible (Refuse Derived Fuel - RDF): 10 – 20%
- Construction & Demolition (C&D) waste & unusable combustibles: 5 – 15%

The technologies available for processing and treatment of MSW include:

- Recycling and Recovery.
- Composting.
- Waste to Energy.
- Bio methanation.
- Refuse Derived Fuel (RDF),
- Construction and Demolition Waste processing



Additionally, preference should be given to decentralized processing to minimize transportation costs and environmental impacts.

The exact technology to be used will be decided by the concessionaire, based on these criteria and the specific characteristics of the waste in Rudrapur. It should also be noted that the selected concessionaire will be responsible for designing, constructing, and operating the waste management facilities in line with the approval from NNR.

Focussing on Recycling and recovery are crucial components in the management of municipal solid waste (MSW), offering both environmental and economic benefits. In the context of Rudrapur City, emphasis on these processes aligns with the objectives of the Solid Waste Management Rules, 2016, which promote the segregation of waste at source and encourage the recycling and reuse of materials.

Recycling involves the collection and processing of recyclable materials such as paper, plastic, metal, and glass, which can be transformed into new products, thereby conserving resources and reducing the need for virgin material extraction. The recovery process often includes a material recovery facility (MRF) where recyclables are sorted and prepared for sale to end-user manufacturers.

Further, Composting is the biological decomposition of organic matter under controlled conditions to produce compost, a nutrient-rich soil amendment. It is a sustainable method for managing the organic fraction of MSW, which in India typically comprises a significant portion of the waste stream]. The composting process can be implemented through different technologies, such as bin composting, box composting, and vermicomposting

**Project Management:** Providing project implementation advisory (PIA) services for the management of solid waste management initiatives.

**Financial Management:** Ensuring financial capacity and management of the project, including professional fees and other financial arrangements.

**Monitoring and Documentation:** Documenting and monitoring all services provided by the ULB through management information systems to ensure effective implementation.

**Capacity Handling:** The facility should be capable of processing the required capacity of waste as per the city's requirements. Although the prior facility mentioned a 50TPD capacity, the specific capacity for the new facility would need to be determined through the RFP process.

**Regulatory Compliance:** Ensuring adherence to the Solid Waste Management (SWM) rules of 2016 and other relevant regulations and guidelines.



**Land Rental and Waste Supply:** Working with the Nagar Nigam Rudrapur (NNR) in terms of land rental agreements and the provision of raw wet waste to the plant, as established in the existing setup

The Contractor has to set up processing facilities within the stipulated time from the date of start/ Work Order by Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time. The Contractor shall set up & operate a treatment plant for Waste Management etc. if required. All the facilities required by applicable law and to meet the scope & conditions of this contract shall be set up by the Contractor.

The Contractor will have to deploy the technology by present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.

No do work out record keeping and reporting for bidder as what they must have to do for processing

### 1.5.3. Record keeping and Reporting:

The concessionaire will keep a record of the sale of product/ compost/ by products i.e. the bills/receipts of every Kg of product and shall maintain the accounts of sale on a daily basis. The ULB authority is authorised to inspect/audit the accounts of the sale of the product/compost.

The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the ULB, every month. All records shall be available to ULB at reasonable times and places throughout the term

**Record of Sales:** The concessionaire is required to keep detailed records of the sale of products, compost, and by-products. This entails keeping bills and receipts for every kilogram of the product sold.

**Daily Accounts Maintenance:** The concessionaire must maintain accounts of sales daily. This would likely involve documenting the quantity of materials sold, the revenue received, and any related financial transactions.

**Inspection and Auditing:** The Urban Local Body (ULB) authority has the right to inspect and audit the accounts of sales of the products and compost. This implies that the records must be accurate, up-to-date, and readily accessible for review by the ULB.

**Monthly Electronic Reports:** The concessionaire is required to maintain and submit electronic reports of the records monthly. These reports should be compiled using software and formats that are approved by the ULB. The concessionaire must ensure that the data is formatted and presented as per the ULB's specifications.

**Accessibility of Records:** All records must be made available to the ULB at reasonable times and places throughout the contract, and for five years after the last or final payment. This indicates that the concessionaire must store these records securely and ensure they are accessible for the stipulated time frame.

In addition to the previously mentioned record-keeping and reporting requirements for the concessionaire of the Municipal Solid Waste Processing Facility at Rudrapur

**Non-Commercial Use of Land:** The concessionaire is expressly prohibited from using the land allocated for the waste processing site for any commercial purpose or for any other purpose apart from processing waste.

**Green Belt Maintenance:** The concessionaire must maintain a Green Belt by the Operation and Maintenance Plan and Operations Protocol. This indicates a commitment to environmental sustainability and adherence to predefined landscaping or plantation plans.

**Routine Maintenance Standards:** The concessionaire is responsible for routine maintenance of the waste processing facilities. This includes prompt repairs of the weigh-bridge, storage and

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waste drying places, and leachate collection systems. Ensuring these facilities are well-maintained is crucial for the smooth and uninterrupted operation of the waste processing activities

**Marketing Plans for By-products:** The concessionaire must formulate and execute marketing plans for compost and other by-products. They are required to exert all efforts to sell 100% of such products daily to prevent the need for storage at the processing facility. Additionally, the concessionaire must include a disposal plan for the processed waste in case they are unable to sell it.

**Accident Reporting:** In the event of an accident at the solid waste processing facility, the officer in charge must report the incident to the local body using Form-VI. The local body will then review the situation and issue any necessary instructions to the facility's officer in charge.

**Training Requirements:** The concessionaire must adhere to the training requirements set out by the Solid Waste Management Rules, 2016. This involves educating workers, including contract workers and supervisors, on the segregation of waste and the transportation of unmixed waste to processing or disposal facilities.

**Compliance with Technology and Guidelines:** The concessionaire must facilitate the construction, operation, and maintenance of the solid waste processing facilities using appropriate technology, adhering to guidelines issued by the Ministry of Urban Development, and standards prescribed by the Central Pollution Control Board.

**Service Level Benchmarks:** The concessionaire's performance may be assessed against the Service Level Benchmarks (SLBs) prepared by the Ministry of Urban Development, which aim to introduce greater accountability among urban local bodies for service provision in key sectors, including municipal solid waste management

- 1.5.4. NNR shall receive Bids under this Bid Document by the terms set forth herein as modified, altered, amended and clarified from time to time by NNR, and all Bids shall be prepared and submitted by such terms on or before the date specified in NIT/Bid Document for submission of Bid (the "Bid Due Date").
- 1.5.5. **Cost of Plant & Machinery:** All expenses for setting up, operation and subsequent removal of required plant & machinery shall be borne by the bidder. The capacity of the equipment to be deployed shall suffice the need to complete the task at hand in the stipulated time or as the Authority feels necessary.
- 1.5.6. **Cost of Construction:** Nagar Nigam Rudrapur is responsible for shouldering the financial obligations associated with the civil construction of the processing plants
- 1.5.7. **Cost of Electricity and Water:** NNR will provide electricity at the gate of the plant. The arrangement of the transformer, Electric panel and cables up to the machinery shall be arranged by the selected bidder. The contractor may utilise the existing borewell for sourcing water. The selected bidder shall pay the bill for the usage of power and water.
- 1.5.8. **Validity of Rates:** -  
The economic framework for the Rudrapur municipal solid waste processing initiative is predicated on a compensation model wherein Nagar Nigam Rudrapur remunerates the selected contractor by the volumetric throughput of waste processed, as stipulated by the unit rate proffered in the contractor's bid. This remuneration mechanism ensures a direct correlation between the quantity of waste treated and the financial inflows to the contractor. Concurrently, the contractor is envisaged to delineate a revenue model encapsulating the valorisation of processed waste derivatives. This is anticipated to supplement the primary revenue stream, thereby reinforcing the project's fiscal robustness. The contractor is mandated to actively pursue ancillary market potentials and potentially integrate stakeholder capital contributions to fortify the project's financial architecture and offset any discrepancies between operational costs and revenue generated solely from waste processing payments by Nagar Nigam Rudrapur



1.5.9. The bid parameter is the processing cost per MT of the waste. The recyclables will be the property of the selected bidder.

1.5.10. Weighment System: The Contractor shall install the required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of waste to be processed. This weighing system should meet the following conditions:

- a. It should be a fully online electronic, automatic system equipped with the latest technology along with a backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with a backup server facility.
- b. It should be operated in CCTV surveillance with data storage for the entire contract period.
- c. Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
- d. Any malfunctioning in the operation of the weighing system will be the responsibility of the Contractor and the same shall be required to be rectified within a period of 24 hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of the contractor.
- e. Volumetric analysis of waste to be done each month.

1.5.11. Land

- a) Initial land required for setting up processing plants and machineries shall be provided by NNR.
- b) Contractor may utilise the available vacant land as approved by Engineer -in-charge.
- c) The scope would not include the concessionaire will not be responsible for the collection & transportation of waste from the source of generation or from the secondary storage point to the waste processing site. Segregation at source, door-to-door collection of waste & transportation of waste up to the processing site will be done by the ULB or by another agency. The concessionaire is also not responsible for the construction of the approach road. The client will get the approach road constructed at his level. However, the client will sign the concession agreement only if the approach road is constructed.

1.5.12. Payment & Penalty Calculation Module

The Authority will target to complete the bill payment within 21 days of receiving the invoice. However, in case of any delay on the authorities' part in verification beyond 21 days, 75% payment shall be released immediately and the remaining 25% payment after verification by the Authority (if available). However, on further delay beyond 14 days on the part of the authority this 25% shall also be released and if any discrepancies are found by the authority during monitoring the excess payment and penalties may be deducted from future bills (but the same is not valid beyond 60 days' time period- if a valid reason is not specified).

1.5.13. Penalties

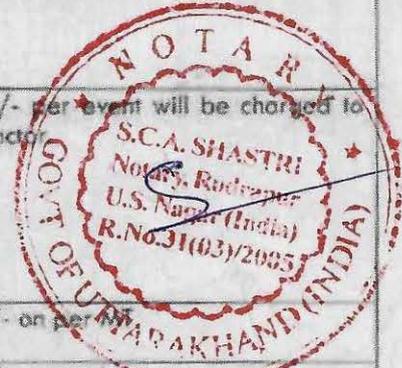
- a) Non-Compliance Penalties: The following penalties shall be imposed by Authority on the Selected Bidder:

Sl. No.	Description	Penalty
1.	If there is a delay in the commissioning of the processing plant beyond the scheduled date.	Rs.50000 per month (One month will be considered if the delay is more than 21 days but less than 31 days)
2.	Non-compliance with Standards: If the processing plant fails to meet the standards prescribed by the Ministry of Environment & Forest and other	Rs. 2000/- on a per day basis or the penalty imposed by the regulatory authority, whichever is higher, till

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



	applicable laws, rules, and guidelines, the concessionaire could face penalties. These standards likely include emission norms, waste processing quality, and safety regulation	compliance is ensured.
3.	The Contractor is responsible for storage/transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on the roadside or other's property. If the residual waste is dumped on the side or any other non-designated site penalty will be imposed	Rs. 5,000/- per event will be charged to the Contractor
4.	If the inert will be greater than 10% of the received quantity	Rs. 1000/- on per m <sup>3</sup>
5.	<b>Environmental Impact Penalties:</b> If the bidder's operations result in uncontrolled or poorly managed site run-off, leading to water pollution or soil erosion, they might incur environmental penalties. Similarly, improper management of dust, noise, or asbestos contamination could also result in fines or sanctions	Rs. 1000/- on per instance.
6.	<b>Failure in Removing Pre-process and Post-process Rejects:</b> As per Schedule II A (d), pre-process and post-process rejects should be removed regularly and not allowed to pile at the site. Failure to do so might attract penalties	Rs 5000/- Per instance
7.	Types of machinery for Waste Processing	If machinery at the Waste Processing Facility fails and is not repaired within two days, a penalty of Rs 2000/- will be imposed

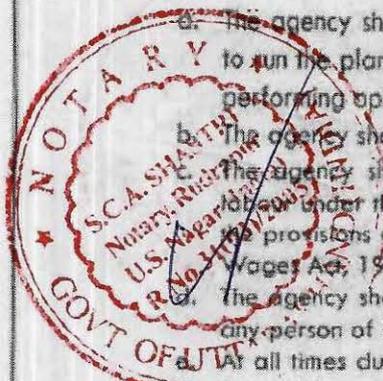


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"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



Human Resource:



- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for the health safety measures of its workers.
- c. The agency shall comply with all the provisions of the laws regarding the deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to the following:
  - d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years of age.
  - e. At all times during the continuance of the contract, the agency shall abide by all existing and future labour enactments and rules made there under, regulations, notifications and by-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
  - f. The agency shall keep all records desired under the said labour laws, and submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
  - g. The agency shall obtain the license by the Rules and Provisions of Contract Labour (Regulation and Abolition) Act, 1970 and adhere to all terms and conditions stipulated therein, if applicable.
  - h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
  - i. Notwithstanding anything contained herein, the ULB may take such action as may be necessary for compliance with the various Applicable Labour Laws and to recover the cost thereof from the agency

Sr.No	Position	Eligibility Criteria	Roles and Responsibilities
01	Plant Manager (01)	A minimum of a bachelor's degree in Environmental Engineering, Civil Engineering, or Waste Management with 5+ years of experience in managing waste processing facilities.	Responsible for the overall operation of the processing facility, ensuring compliance with environmental regulations, overseeing staff, managing budgets, and liaising with government and regulatory bodies. The Plant Manager would also be responsible for implementing technology and processes for waste-to-energy and other waste processing methods as per the guidelines issued by the Ministry of Urban Development and standards prescribed by the Central Pollution Control Board
02	Operations Supervisor (01)	A degree or diploma in Environmental Science or related field with 3+ years of experience in supervising operations in waste management.	Tasked with day-to-day management of facility operations, coordination between different departments, ensuring the smooth running of waste processing, and maintaining high standards of operational efficiency. Supervisors would also oversee the implementation of decentralized processing to minimize transportation costs and environmental impacts
03	Maintenance	A diploma in Mechanical or	Responsible for regular maintenance and

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"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



	Technician (01)	Electrical Engineering with relevant technical certifications and 2+ years of experience in plant maintenance	report of the facility's equipment, ensuring that all machinery and safety standards. Technicians would also be involved in the troubleshooting and resolution of technical issues that arise.
04	Environmental Health and Safety Officer (01)	A bachelor's degree in Environmental Health, Safety Management, or related field with experience in EHS compliance in industrial settings.	Ensures that the facility operates within all relevant environmental health and safety laws and regulations. This role involves conducting regular audits, risk assessments, and training staff on EHS protocols to minimize risks associated with waste processing operations.
05	Sorting and Processing Laborers (10-20)	Any job training provided; prior experience in waste	Carry out the physical sorting of waste materials for recycling, composting, or further processing. Laborers are also responsible for maintaining the cleanliness of the processing area and may assist in the operation of machinery under supervision.
06	Administrative Staff(01)	Degree in Business Administration or relevant fields, with experience in managing office operations, finance, and human resources.	Manage the administrative tasks of the facility including documentation, reporting, human resources, and finance. They are also responsible for the procurement of supplies and managing contracts.

1.5.14. Pre-Operational Activities:

The Bidder shall have to complete the following activities before starting production of bye - product. The Bidder shall commence all activities concurrently. The details of the activities are as follows:

Sl. No.	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2.	Acceptance of LOA cum work order from agency	Within two (2) days from the date of issue of LOA cum work order.
3.	Deposit of Performance Security	Within Five (5) days from the date of issue of LOA cum work order.
4.	Signing of Agreement	Within seven (7) days from the date of issue of LOA cum work order.
5.	Submission of the plan of action	Within seven (7) days from the date of issue of LOA cum work order to the Agency.
6.	Mobilization of the machinery and Manpower/ start of work/ deployment of vehicles	Within fifteen (10) days from the date of issue of LOA cum work order to the Agency.



## 2 Instructions to Bidders for Pre-Qualification

2.1. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2.2. The term "Contract", about pre-qualification of bidders, shall mean an Agreement and/or work

2.3. This document relates to pre-qualification for the work underbid with a defect liability period of 3 months from the date of handing over of works. Responsibility for handing over completed works shall lie with the bidder.

### 2.3. Prohibition from Bidding:

2.3.1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, or authority by whatever name called under Central or the State Government.

2.3.2. Any bidder having a criminal record is not allowed to participate in the bidding process. Any person who has criminal cases against him or is involved in the organised crime gangster activities or Mafia or Goonda or Anti-social activity is strictly prohibited from participating in the bidding process. If it is established that any bidder has a criminal record, his bid shall be automatically cancelled.

2.3.3. Any agency/firm against which any investigating authority has instituted any vigilance enquiry or there are criminal proceedings in any Court of law or has been debarred or blacklisted during the last 5 years from the last date of bid submission, by any Govt. / Semi Govt. /Board/ Corporation / private organizations shall not be considered. An affidavit of this effect shall be submitted by the participating agencies/firms.

2.3.4. Any bidder who is an Advocate and/or Registered with any State Bar Council/Bar Council shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be treated as automatically cancelled.

2.4. The bidder has to upload and produce for execution of the agreement, original copies of Form-1 to IX and Capability Statement etc. The above documents shall be retained for the execution of the Agreement.

2.5. The Pre-qualification of the agencies/firms is confined to the invitation of such firms who have earlier demonstrated their capability and capacity in executing similar projects in a time-bound, prestigious & professional manner with high standards of workmanship within specified cost. The pre-qualification will be made on the basis of the record and successful completion of such projects in the stipulated time with good quality, proven technical competence, experience in handling works of comparable magnitude and complexity, expertise and know-how in the relevant field, financial resources, technical manpower and construction equipment owned by Bidders and other requirements laid down in the prescribed Pre-qualification document.

2.6. The Bidder intending to submit pre-qualification documents will have to be experienced in executing similar types of work as defined in Para 3.2.

2.7. Should bidders have any queries regarding the pre-qualification document, this should be submitted to the Tender inviting authority in writing at least 7 days before the scheduled date of bid submission. Any query received after the scheduled date will not be entertained and will be treated as void.

2.8. Pre-qualification document contains various formats and the same are to be used for furnishing the required information. The enclosed formats should be filled in completely and legibly and a response must be provided for each item included in the Appendices. If a Bidder considers it

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SMM Rules 2016

inappropriate to respond to a particular item; this shall be filled as not applicable, if necessary. If additional pages containing additional information may be attached to buttress the eligibility of the Bidder, Bidder should note that all the formats prescribed, need to be filled even if such information is not applicable. It should be indicated, failing which the bid may be treated as non-responsive.

- 2.9. All information requested shall be provided in English language, typed written. Each page of the Pre-qualification document shall be duly signed and page numbered by the Bidder, or his authorized representative, over writing should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and re-writing.
- 2.10. Supporting documents shall be uploaded after scanning the original or photocopy, as may be applicable, duly attested by a Gazetted Officer / Magistrate/Notary as prescribed in NIT. Document generated by the firm can be self-attested. The Bidder shall have to submit original documents as and when demanded.
- 2.11. Failure to provide information which is essential to judge Bidder's qualifications or to provide timely clarifications or substantiation of the information supplied may result in disqualification of the Bidder for the particular bid.
- 2.12. All documents submitted within due time and date, by the Bidders will be treated as Confidential and will not be returned.
- 2.13. Nagar Nigam Rudrapur may not necessarily inform all Bidders of the result of their applications. Nagar Nigam Rudrapur reserves the right to accept or reject any or all applications and to annul the pre-qualification process and thereby reject all Bidders without incurring any liability to the affected Bidders or any obligation to inform the Bidder of the ground for the action of NNR.
- 2.14. The intending bidders who desire to see the site may visit at their own cost.
- 2.15. NNR will not reimburse any costs involved in the preparation and submission of the pre-qualification document or connection with any site visit made.
- 2.16. Suppression of Facts: Any information furnished by the Bidder found (immediately or at a later stage) to be forged or incorrect or concealment of any information, would render him liable to be debarred from tendering/taking up of works. Further action shall be taken as per tender conditions including forfeiture of earnest money deposited.
- 2.17. Information regarding litigation in the past five years in which the bidder is involved, has to be submitted in the prescribed format. The name of the parties concerned, and the disputed amount, should also be given in the enclosed format.
- 2.18. Solvency Certificate Issued by any Scheduled Commercial Bank shall be accepted, which will be valid for one year from the date of issue unless otherwise mentioned. OR Solvency Certificate issued by the District Magistrate will also be accepted, which will have a validity of one year from the date of issue unless otherwise mentioned.
- 2.19. Nature of Firm/Bidder:
  - 2.19.1. The Bidder may be an individual, propriety firm, firm in partnership, limited company- public or private or corporation or society. In the case of an individual/proprietorship firm the bid is required to be signed by a sole proprietor with his full name and current address, while in the case of a partnership firm the bid should be signed by all those partners in the firm with full name and current address, an affidavit to this effect and certified copy of partnership deed (as registered with registering authorities) is required to be attached with bid. However, in case of limited firms/companies, the bid is required to be signed by the authorized signatory,



a power of attorney in his favour to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration along with a copy of Memorandum of Articles of Association (as registered with registering authorities) duly notarized by a Public Notary should be attached with the bid. Employer will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

2.20. The Bidder shall adopt the Percentage Rate Method and quote the same in the e-tender portal as specified in the Excel sheet for the purpose; only the same option is allowed to all the Bidders. The percentage Rate Method requires the bidder to quote a percentage above/below/ at par with the schedule of rates.

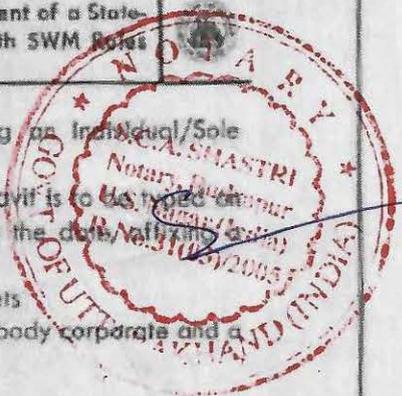
a) In Percentage Rate Tender, the tenderer shall quote the percentage below/above (in figures as well as in words) at which he will be willing to execute the work.

2.21. The Bidder will furnish the following mandatory information on the e-tender portal, failing which the bidder may get disqualified. Additional pages can be added to give complete desired information. Nil information is also required to be indicated as such and submitted. The omission of any format shall be taken as 'Nil' information and will be evaluated accordingly.

- a) Proof of submission of Tender Fee and EMD.
- b) General Information in Form-I
- c) Declaration on Form - I A. (Earnest Money)
- d) Declaration on Form - I B. (Affidavit of Bid Validity)
- e) Character Certificate in Form I-C of all partners on the approved format of issuing state.
- f) financial information in Form- II (A).
- g) Copies of Audited Balance Sheet, Profit and Loss Account for Previous 5 (five) Financial Years duly certified by the Chartered Accountant with UDIN.
- h) Bank Solvency Certificate issued by a prescribed Bank on Form II-3 or Issued by a District Magistrate, which will have a validity of one year from the date of issue unless otherwise mentioned.
- i) List of similar works executed during the last 10 years generally as per Form-III along with supporting documents such as performance certificate issued by the client department/construction agency not below the rank of Executive Engineer/ Project Manager. (See clause 3.2 of this section). The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.
- j) List of all works which have been awarded/ in progress as of the date of submitting this application as per Form-IV.
- k) Details of technical personnel with the bidder in Form-V.
- l) Format for performance report in Form-VI (A&B). Ambiguous Performance Certificates will not be considered for evaluation.
- m) Proposed Technology/Methodology in Form- VI (C)
- n) Details of construction plants and equipments with the bidder in Form-VII.
- o) Litigation history on Form- VIII (The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/-only)
- p) Power of Attorney for signing the bid as per format
- q) Affidavit on Rs 100.00 stamp paper for Manpower (Engineer/Supervisor), Machinery and Vehicle.
- r) All other documents required for Partnership/Limited firms as described in relevant paras.
- s) Certificate of registration for GST, PAN etc.
- t) Information regarding available bid capacity in Form-IV.

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016

- u) Aadhar No. and Certificate (In case of bidding company being an Individual/Sole proprietorship firm.)
- v) Information regarding available bid capacity in Form-IV. (The affidavit is to be typed on the stamp paper worth Rs. 100/- duly signed and notarized with the date, valid till the revenue stamp of Rs. 2/- only)
- w) Income Tax Returns (ITRs) corresponding to all submitted Balance sheets
- x) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Partnership Firm.



- 2.22. The tender shall be submitted in two bid systems by the procedures detailed.
- 2.23. Each application must contain the following: -
- a. Technical Bid- Information called for in the "Forms I to IX, Capability Statement" and Declaration I-A, I-B, I-C, I-D and audited balance sheets of Bidder / Contractor for last five consecutive financial years duly certified by Statutory Auditor of the Bidder with UDIN as prescribed in NIT and bid Document must be digitally signed and uploaded on e-Procurement portal.
  - b. Financial Bid- Must be quoted in an Excel sheet for financial bid on the e-tender portal.  
(The Bidder shall be required to quote in his Financial Proposal, Tipping Fees to be charged/ paid for processing and disposal of MSW. While evaluating the Financial Proposal, the sole criteria for the selection of Bidders would be the Tipping fee amount.)
- 2.24. Bidders are particularly advised to fill and upload the details strictly as per the enclosed forms. Tenders are liable to rejection if relevant details are not furnished in prescribed formats and also if they do not meet the qualification requirement given in the paragraphs that follow. The Bidder may furnish any additional information, along with his application which in his opinion will highlight his capacity to perform.
- 2.25. The firm should have valid registration in GST, EPFO/ESI etc. (as applicable) and they have to submit attested copies of the registration certificates. The contractor will have to register in the labour cess dept. within a week of the award of the works.
- 2.26. Original copy / attested copy of the partnership deed, if it is a partnership firm and attested copy of registration certificate / MOA (as registered with registering authorities), in case of Company and authorized declaration in case of Sole Proprietorship Firm should be submitted with PQ document.
- 2.27. General Power of Attorney / Special Power of Attorney substantially in the format annexed, revalidated & notarized be submitted by firm / tenderer in favour of the person who has signed the tender/will sign the agreement as the case may be, the tender documents with telephone No. and complete postal address. Affidavit as prescribed should be annexed on non-judicial stamp paper of Rs.100 (or as applicable) duly signed by a notary.
- 2.28. The Bidder shall extend his services free of charge, to the representative of the Nagar Nigam Rudrapur to visit the project/works from any of his referred project works, if the NNR desires so. While applications are under consideration, Bidders and their representatives, or other interested parties, are advised to refrain from contacting by any means, any personnel or representative on matters related to the applications under consideration.
- 2.29. The Employer or his authorized representative, if necessary, will/ may obtain clarification of applications by requesting such information from any or all Bidders in writing. Bidders will not be permitted to change the substance of their applications after submission of tender. Non-compliance with this provision will be a cause of disqualification.

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2.30. The Department reserves to itself the power to relax non-essential requirements of the bid which do not have a material impact on the eligibility of the bidder.

2.31. The credentials submitted in respect of the pre-qualification of the bidder particularly that of the successful bidder shall be verified before the award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, suppression of information in forms, statements, enclosure and declarations would render him liable to be disqualified and debarrred from tendering of work in NNR and forfeiture of his bid security/security. If such bidder happens to be an enlisted contractor of any class in NNR, his name shall also be removed from the approved list of contractors.

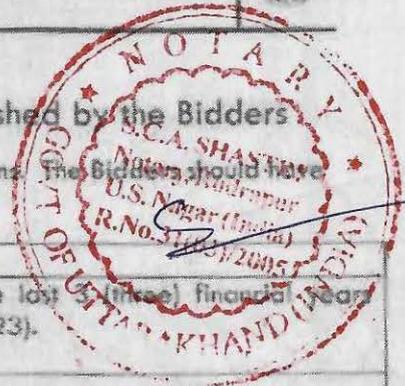
2.32. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer shall be communicated in writing to the Engineer.

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### 3 Eligibility Criteria and Information Required to be Furnished by the Bidders

The qualification information is required to be furnished in the enclosed forms. The Bidders should have the following minimum qualifying requirements.



Sl. No.	Sub Pt.	Eligibility Requirements:
3.1.	a)	Turnover: turnover should be at least Rs. 3Cr. during the last 3 (three) financial years ending on 31.03.2023 (Fy 2020-21, 2021-22 and 2022-23).
	b)	Solvency Certificate: Should have a solvency of a minimum of 1Cr. and not older than 6 months.
	c)	<p><b>Legal Entity:</b> Bidders must be registered firms, companies, or Joint Venture that are recognized as legal entities under applicable laws.</p> <p><b>Operational Experience:</b> Eligible bidders must demonstrate a substantial history of operational engagement in the sector of municipal solid waste processing facilities or equivalent sanitation projects within the Indian context. Specifically, the bidder should exhibit prior operational experience of managing at least one municipal solid waste processing unit that sustains a minimum operational throughput of 100 tons per day.</p> <p><b>Financial Capacity:</b> Interested bidders must demonstrate financial stability, typically in the form of a minimum average annual turnover.</p> <p><b>Proposal Validity:</b> The proposal that the bidders submit must remain valid for 60 days following the submission date. And can be extended up to 01 year based on their Performance This ensures that bidders are committed to the terms of their proposal for an adequate duration to allow for the evaluation process.</p> <p><b>Site Visit:</b> It is strongly advised that bidders visit the proposed site for the waste processing facility. This is to ensure that they have a thorough understanding of the local conditions and requirements which can significantly impact the preparation of their bid.</p> <p><b>Technical and Documentary Proof:</b> Bidders must provide documentary proof to support their technical bid. While the retrieved documents do not specify the exact documents required, such proof typically includes certificates of registration, evidence of past projects, and financial statements.</p> <p><b>Adherence to SWM Rules 2016:</b> Bidders must comply with the Solid Waste Management Rules 2016, which outline the responsibilities of local authorities and the technologies and practices to be implemented for solid waste processing.</p> <p><b>Clarification Request:</b> Bidders have the right to request clarifications regarding the RFP up to 10 days before the submission date. They may contact the Municipal Commissioner/Executive Officer via the contact details provided in the RFP for this purpose</p>
3.2.		<p><b>PAST EXPERIENCE:</b></p> <ol style="list-style-type: none"> <li>I. Bidders may be required to demonstrate prior experience in designing, constructing, and operating municipal solid waste processing facilities. This could be supported by a portfolio of completed projects that are similar in scale and complexity to the proposed project in Rudrapur. The experience should preferably be within the last 5-10 years to ensure current knowledge and practice.</li> <li>II. The bidder's team should have relevant technical expertise, which could include engineers, waste management specialists, and environmental consultants with proven experience in the solid waste sector. Bidders may be asked to provide CVs or proof of qualifications and experience of key personnel.</li> <li>III. Bidders should ideally have experience working in the local region or a willingness to familiarize themselves with local conditions, as indicated by site visitations and engagement with local stakeholders.</li> </ol>



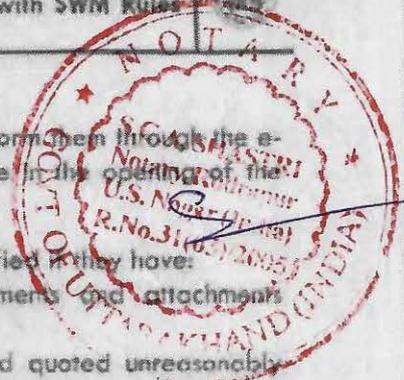
		<p>IV. Experience in managing the operational aspects of waste processing facilities, including but not limited to the collection, transportation, processing, and disposal of municipal solid waste, would be advantageous. This could also include the successful marketing of by-products such as compost, RDF, recyclable materials, and possibly energy generation</p> <p>Eligibility for bidders is contingent upon verifiable operational experience with a minimum of one municipal solid waste processing facility with a functional capacity of 100 tons per day.</p>
3.4.		<p>Litigation History: The Bidders shall provide accurate information on any litigation or arbitration resulting from Contracts completed or under execution over the last 5 years in Form -VIII</p>
3.5.		<p>Updating Prequalification Information: The Bidders shall be required to update the financial information/capability used for pre-qualification at the time of submitting their Bids and to confirm their continued compliance with the qualification criteria. A Bid shall be rejected if the Bidder's pre-qualification thresholds are no longer met at the time of submission of his Bid.</p>
3.6.	3.6.1.	<p>All documents required in point no 2.21 needs to be furnished by the bidder</p> <p><b>General</b></p> <ol style="list-style-type: none"> <li>1. Only Bidders who have been pre-qualified under this procedure will have their Financial Bids opened.</li> <li>2. A Firm can submit only one Bid for the Contract. If a Firm submits more than one Bid, all bids which include that firm will be rejected.</li> </ol>
	3.6.2.	<p><b>Bid Security/Earnest Money/Bid Validity:</b></p> <ol style="list-style-type: none"> <li>a) Bidders shall pay along with their bids, Bid Security/EMD equal to 2% of project cost and shall be deposited only by mechanism as outlined in NIT. The tender Fee and EMD must be submitted by the bidder out of his resources else his bid shall be disqualified.</li> <li>b) Any bid not uploaded with valid proof of deposit of Earnest Money and required tender fee, shall be rejected forthwith by the Employer as non-responsive. The bidder shall not have any claim in this regard.</li> <li>c) The Earnest Money of unsuccessful bidders will be returned soon after approval of the technical bid by the competent authority and latest on or before the 30th day after the award of the contract.</li> <li>d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</li> <li>e) The Bid shall be kept valid for 120 days after the deadline for submission of the Bid document and the Bid Security shall be valid up to 45 days beyond the proposal validity period. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</li> </ol> <p>In exceptional circumstances, before expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money.</p>
	3.6.3.	<p>The Employer reserves the right to:</p> <ol style="list-style-type: none"> <li>a) Amend the scope and value of any Contract to be Bid, in which event the Contract will only be Bid among those pre-qualified Bidders who meet the requirements of the Contract as amended;</li> <li>b) Reject or accept any application; and</li> <li>c) Cancel the pre-qualification process and reject all Applications.</li> <li>d) Cancel the entire bid process.</li> </ol> <p>The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for them.</p>
	3.6.4.	<p>The Employer reserves the right to verify and seek clarification of the information furnished by any/all Bidders to make an informed decision.</p>

### 3.7. QUALIFIED BIDDERS:

Nagar Nigam Rudrapur will evaluate which Bidders are qualified and will inform them through the e-tender portal. Qualified contractors will be given an invitation to participate in the opening of the Financial Bid of the tender at the date and time specified in the intimation.

3.8. Even though the Bidders are pre-qualified, they are subject to be disqualified if they have:

- 3.8.1. Made untrue or false representations in the form, statements and attachments submitted in proof of the qualification requirements, and/or
- 3.8.2. Participated in the previous bidding for the same work and quoted unreasonably high/low bid prices and could not furnish rational justification to the NNR. and/or
- 3.8.3. Record of past poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, financial failures, etc.



## 4 Evaluation and Qualification Procedure

### 4.1. Evaluation criterion of applications for pre-qualification:

The pre-qualification document shall be examined to ascertain whether the applications:

- i. Fulfill responsiveness criteria of the Bid i.e., deposit/uploading of proof of earnest money deposit, tender fees, standard affidavit in prescribed form 'I-C'.
- ii. Meet the eligibility requirements,
- iii. Have been properly prepared & signed,
- iv. Contain all the details called for and are in proper format.

Assessment of the firms, who have applied for the pre-qualification, will also include the following items:

Applications of the bidders will be evaluated in detail in the second stage, with weightage of each of the following factors.

1. Financial status of the firm including annual turnover, working capital, net worth, and works in hand, financial arrangements proposed viz. own resources/bank credits etc.
2. Resources of the firm in respect of personnel, equipment and plants.
3. The experience of the firms for works of similar nature.

4.2. The bidder should state in detail about the contracts where the delay has occurred, the period of delay and the reasons thereof. Details of works that have been abandoned for reasons whatsoever should also be furnished. In case the bidder or any partner was ever blacklisted the same should be indicated.

4.3. To become eligible for shortlisting the bidder must qualify as per evaluation criteria described. Such qualified bidders will be called for the opening of a financial bid.

4.3.1. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

### 4.4. Examination of Bids and Determination of Responsiveness:

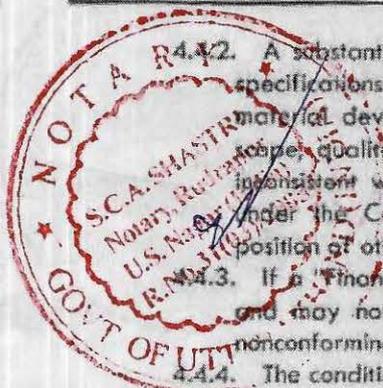
4.4.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Chapter-3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined concerning the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

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4.4.2. A substantially responsive "Financial Bid" conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the NNR's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

4.4.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

4.4.4. The conditional bids shall be treated as non-responsive forthwith.

4.5. Even though the bidder meets the above qualifying criteria, he can be disqualified if he has made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion and blacklisting or financial failure etc.

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

4.7. Stamp duty charges as applicable shall be borne by the tenderer as applicable at the time of award of the contract. The contract agreement will be executed on non-judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.

## 5 Preparation & Submission of E-Bids

(For guidance purposes only. The Bidder is advised to familiarize himself with the Terms and Conditions of NIT, Bid document and process of bid submission on the e-tender portal on their own. The department bears no responsibility for incorrect submission of bids.)

### 6.1 documents Constituting the e-Bid

The e-bids prepared by the Bidder shall comprise the following components:

e-Bids will comprise of:

- a) technical proposal submission forms
- b) financial proposal submission forms

### 6.2 Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of the Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in PDF format. The Bidder's eligibility criteria and selection procedure are defined in previous Chapters.





The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-bids submitted earlier will be replaced by the new ones. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, 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 portal <https://uktenders.gov.in>. The Bidder should then select the "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

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

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

#### 6.8 Receipt and Opening of e-Bids by the Purchaser/TIA

Bidders are advised to submit their e-bids in the 'Two-Bid' system with Technical and Financial bids separately on the e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. Upon receipt of the e-tender portal, the technical proposals will be opened first.

NNR will open all e-bids, in the presence of the bidder's authorized representatives who choose to attend at the scheduled date and time at the designated place. 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, the e-Bid shall be opened at the appointed time and place on the next working day. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, NNR shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection. NNR will simultaneously notify the bidders, whose technical e-bids were considered acceptable and have been shortlisted for opening their financial e-bids.

### 7. Criteria For Evaluation of the Performance of Contractors for Pre-Qualification

#### 7.1 Technical Evaluation

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

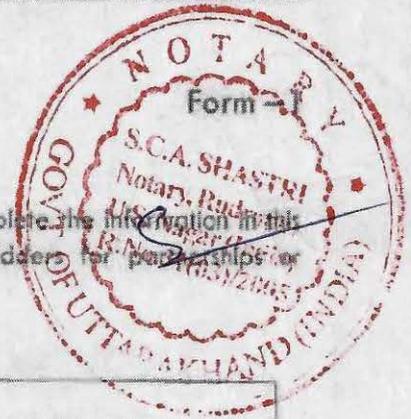
#### 7.2 NEGOTIATIONS AND WEIGHTS OFFER

7.2.1 The bidder must be prepared to furnish the detailed cost breakup and other clarifications concerning the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals.

7.2.2 If the negotiations with the Agency/ firms are successful, the award will be made to him. If negotiations fail, then the second highest rank bidder may be invited for negotiations.

## GENERAL INFORMATION

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form. Nationality information is to be provided for all owners or Bidders for partnerships or individually owned firms.



1	Name of firm.	
2	Principal Place of business-	
3	Correspondence Address:	
4	Office Telephone:	Mobile:
5	Fax:	E-mail:
6	Place of incorporation/registration: (Attach copy)	Date of Incorporation: Registration valid up to:
7	Constitution or Legal status of bidder- a) An individual b) Proprietary firm c) Partnership firm d) Limited company or corporation	(Attach copy)
8	Power of Attorney of the signatory of Bid	(Attach)

Name of the Directors/ Partners	Position in the company	Nationality.
1		
2		
3		

Name of persons to be contacted and their contact details			
Name	Address	Phone No./Mobile	E-mail

Signature of Bidder.

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Form- I A

DECLARATION (EARNEST MONEY)

I/We deposit herewith an Earnest Money for (Rs. in words) ..... in the following form as per clause 3.9.2 of Instruction to Bidders/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/security money as per the conditions of this tender document. The details of the deposit of Earnest Money are given below:

Sl. No.	Description	Amount Rs.	Period of Validity	Name of Issuing Bank/Post Office	Remarks

DATE

NAME

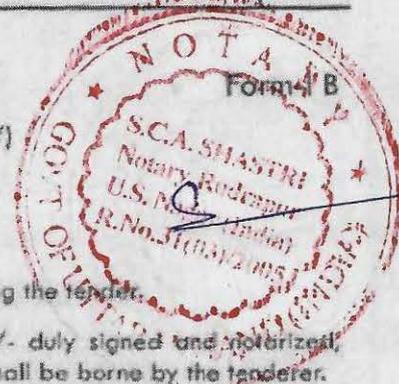
SIGNATURE & SEAL

ADDRESS

*Handwritten marks and signatures at the bottom of the page.*



DECLARATION (AFFIDAVIT OF BID VALIDITY)



IMPORTANT: -

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

AFFIDAVIT FORM

Tender invited by .....  
Tender for .....

..... Tender Notice  
No. & Date ..... Name of Tenderer  
.....

IN CONSIDERATION of the NAGAR NIGAM RUDRAPUR having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender and the Bid Security shall be valid up to 45 days beyond the proposal validity period, also to the condition that if the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the NAGAR NIGAM RUDRAPUR and I/we may, in addition to other actions detailed in the bid document, be debarred from tendering for one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this..... day of ..... 202...

Signature of the Bidder

Witness

- 1.
- 2.

Handwritten marks and signatures at the bottom of the page.



Form-II A

## FINANCIAL INFORMATION

\* Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2023 duly certified by the Statutory Auditor as submitted by the Bidder to the Income Tax Department.

Banker

Name of Banker-	
Address of Banker-	
Telephone	Contact name & Title
Fax	Email-

Sl. No.	Particulars	Financial Year			
1	Gross Annual Turnover on Construction Works				
2	Profit/Loss				
3	Share Capital / Fixed Assets				
4	Net Worth				
5	Current liabilities: a) Book Cash credit) Other sundry creditors				
6	Solvency				

Note-

(1) The information provided above shall be certified by the Statutory Auditor of the Firm and supported by copies of tax returns.

(2) Permanent Account Number (IT):

(3) Goods & Service Tax Registration Number. (4) Acknowledgement of Income Tax returns:

for the last 3 years. (Enclose copies for the Last Three Years)

Signature of Chartered Accountant with Seal.

Signature of Bidder & UDIN No.



SAMPLE FORMAT FOR SOLVENCY CERTIFICATE ON THE LETTERHEAD OF BANK

No. .... Dated: .....

(On Letter Head of Bank)



This is to certify that to the best of our knowledge and information M/s /Sri

..... address..... a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees .....). This is also certified that this limit is free for work and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

Signature of the Bank Authority

Date: Name of Bank & Seal

Notes:

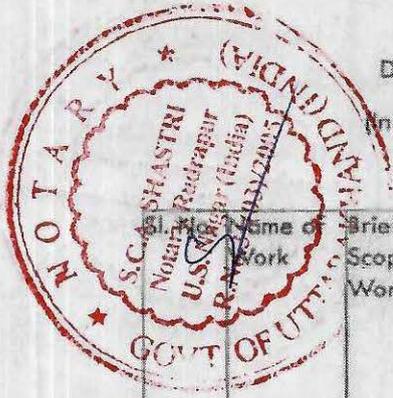
1. A Solvency Certificate issued by any Schedule Commercial Bank shall be accepted, which will be valid for 6 calendar months from the date of issue unless otherwise mentioned.
2. In the case of a partnership firm, the certificate to include the names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank; otherwise, they shall be summarily rejected.
4. Certificates issued more than 365 days before the last date of bid submission shall not be accepted



Form- III

DETAILS OF SIMILAR TYPE OF WORKS COMPLETED

(In the same name and style) DURING LAST 10 YEARS.



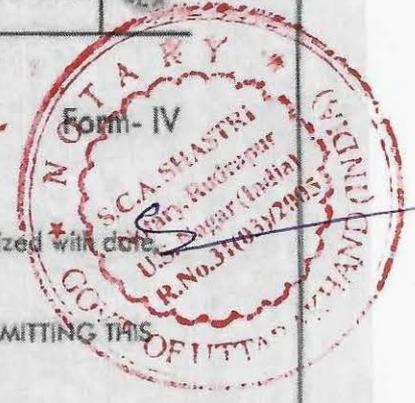
Sl. No.	Name of Work	Brief Scope of Work	Name of client Department/ Employer	The aggregated value of executed works including the cost of material supplied by the department. (Rs. in Lacs)	Scheduled dates of		Reasons for delay, if any
					Start of work	Completion of work	

Note: The attested photocopy of the experience certificate of the Engineer-in-Charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the details. In the absence of these documents, the work would not be considered for eligibility criteria.

Signature of Bidder

*(Handwritten marks)*

**"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016**



**Information on Bid Capacity**

(The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized with date affixing a revenue stamp of Rs. 2/- only)

**DETAILS OF WORKS WHICH ARE IN PROGRESS/ AWARDED ON THE DATE OF SUBMITTING THIS APPLICATION**

Sl No.	Name of work/Place and State	Brief Scope of Work	Contract No. and Date	Name and Address of Employer	Value of Contract (Rs. in Lacs)	Stipulated date of start & completion	Value of works remaining to be completed (Rs. in Lacs)	Up to date Physical progress in %age	Anticipated date of completion with reasons for delay, if any.

Certified that all works (with any organisation and of all categories/types) which have either been awarded to us or are in progress on the date of bid submission have been included in the details given above and no work has been left out.

Signature of Bidder

Handwritten marks and scribbles at the bottom of the page.

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



Form - V

(SAMPLE FORM)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORKS



S. No.	Description	Total number	The number available for this work	Name	Qualification	Date of Birth	Experience in Yrs.	Remarks
1	2	3	4	5	6	7	8	9
1	Graduate Eng. Civil							
2	Diploma Eng. Civil							
3	Diploma Eng. Electrical							
4	Work Supervisor							

Signature of Bidder

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Form VI-A

## EXPERIENCE OF WORKS

Name of work/project &amp; location:

Nature of work:

Others:

Estimated cost: (Rs. Lacs) .....

Actual completion cost: (Rs. Lacs) .....

Date of start: .....

Date of completion

(I) Scheduled date of completion: ..... (II) Actual date of completion:

..... Amount of compensation levied for delayed completion, if any: - ..... (If levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

Note: -The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.



Handwritten marks and signatures at the bottom of the page, including the letters 'A', 'a', and 'N'.



Form VI - B

**PROPOSED TECHNOLOGY/METHODOLOGY**

Please provide a brief description of:

1. Proposed Technology & Methodology with a brief approach for each part of the facility.

2. Description and capacity of plants and equipment required to accomplish the work within the stipulated time frame with desired operational & environmental standards

3. Waste Quantity Split

4. Proposed disposal

Bidders shall refer to the SWM Rules, 2016/CPCB Guidelines for meeting the expected standards desired for Municipal Solid Waste.

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Form – VIII

(SAMPLE)

(The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)



LITIGATION HISTORY

Name of Bidder or Partner of a Firm:

Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. in Lacs)	Disputed amount (Rs. in Lacs)	Actual awarded amount (Rs. in Lacs)	Awarded For or against Bidder

Bidders including their partners shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

In addition, each of the partners of the bidder shall certify that they are not banned by CPWD/PWD/MES/ OR any other Govt. agency.

Signature of Bidder

Handwritten marks and signatures at the bottom of the page.



Form - IX

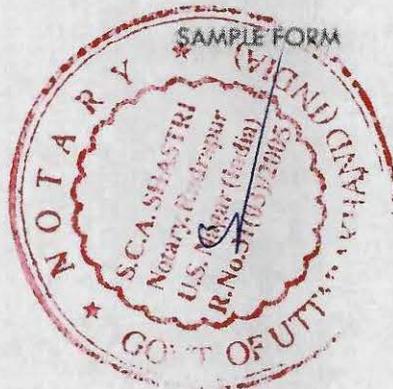
To,

Municipal Commissioner,  
Nagar Nigam Rudrapur

Sir,

LETTER COMPRISING BID

Name of Work: .....



1. Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of the Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the terms& conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize the employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work by the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the Earnest Money deposited by me/us will be forfeited by the Nagar Nigam Rudrapur and other actions by bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and regarding the materials required to be furnished as to enable me/us thoroughly understand the intension of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon NNR based upon or arising out of any alleged misunderstanding or misconception, the mistake on my/our part of the said requirements, stipulations, restrictions and conditions.
8. I understand that quantities given in the Bill of Quantities in Schedule 'G' are liable to change up to any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us within 30th days of the award of the contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into a contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Nagar Nigam

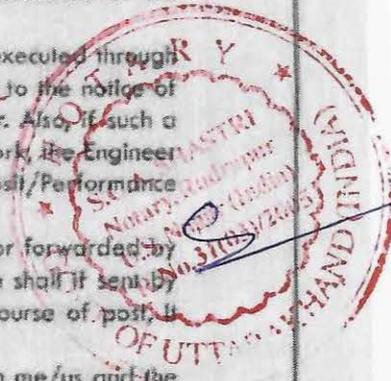
Handwritten signatures and initials at the bottom of the page.

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016



Rudrapur of performance security/additional performance security deposit defined in the Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.

- 11. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on a back-to-back basis. Further, if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
- 12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which is sent.
- 13. I/we fully understand that the written agreement (to be entered into between me/us and the Nagar Nigam Rudrapur ) shall be the foundation of the rights of both parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Nagar Nigam Rudrapur.
- 14. I/we understand that you are not bound to accept the lowest or any bid you receive. Encl: As above



Address with phone No. Signature of Contractor/Tenderer

Name-

Dated the ..... day of ..... 2023

Signature of Witnesses: Name and address :

LS

SA

A

N



Form - X



Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of Firm] have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of the employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 3 years.

For [Name of Firm],

Authorized Signatory [In full and initials] Name and Title of Signatory:

Name of Firm: Address:

Handwritten marks: 65, A, and a checkmark.



Form - XI

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value by relevant Stamp Act. The stamp paper used be in the name of the firm/ company that is issuing the Power of Attorney).



We, M/s. (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. (Name and residential address) who is presently employed with us and holding the position of, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work \_\_ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with Nagar Nigam Rudrapur or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until the culmination of the process of bidding till the Contract Agreement is entered into with Nagar Nigam Rudrapur and thereafter till the expiry of the Contract Agreement?

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

Dated this the.....day of 20 (Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Notes:

- ✓ To be executed by all the members individually
- ✓ The mode of execution of the Power of Attorney should be by 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 by the required procedure

Witness 2:

Name:

Address:

Occupation:



Handwritten signatures and initials at the bottom of the page.



**Format for Bank Guarantee**

Dated: \_\_\_\_\_

B.G. No. \_\_\_\_\_

1. In consideration of you, Nagar Nigam Rudrapur, having its office at **Nainital Road, Near Indira Chauraha, Rudrapur, District - Udham Singh Nagar Uttarakhand - 263153**, (hereinafter referred to as NNR, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [insert the name of the Bidder/Name of Consortium with the name of Lead Member] and having its office at \_\_\_\_\_ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of RFP for "Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016". (hereinafter referred to as "the Project") pursuant to the RFP Document dated \_\_\_\_\_ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant Clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to ANN an amount of Rs 6,00,000/- (Rupees Six Lacs Only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by NNR stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NNR is disputed by the Bidder or not, merely on the first demand from NNR stating that the amount claimed is due to NNR because of the failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as outlined in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 6,00,000/- (Rupees Six Lacs Only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or such extended period as may be mutually agreed between NNR and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NNR shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period outlined in the said Bidding Documents, and the decision of NNR that the Bidder is in default as aforesaid shall be final and binding on us,

"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016

notwithstanding any differences between NNR and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

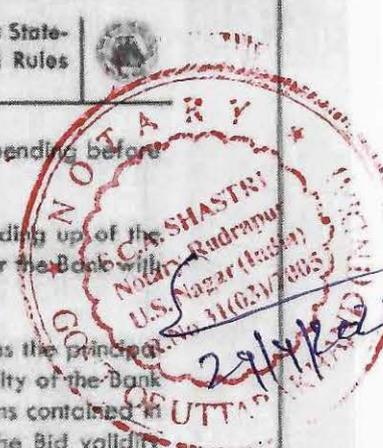
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, NNR shall be entitled to treat the Bank as the principal debtor. NNR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NNR, and the Bank shall not be released from its liability under these presents by any exercise by NNR of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NNR or any indulgence by NNR to the said Bidder or by any change in the constitution of NNR or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for NNR to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NNR may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NNR in writing.
12. The Bank declares that it has the power to Issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



Handwritten marks and signatures at the bottom of the page, including a large 'A' and several illegible scribbles.





Form – VIII

(SAMPLE)

(The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)



LITIGATION HISTORY

Name of Bidder or Partner of a Firm:

Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. in Lacs)	Disputed amount (Rs. in Lacs)	Actual awarded amount (Rs. in Lacs)	Award For or against Bidder

Bidders including their partners shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

In addition, each of the partners of the bidder shall certify that they are not banned by CPWD/PWD/MES/ OR any other Govt. agency.

Signature of Bidder

Handwritten marks at the bottom of the page, including the letters 'LS', 'A', 'A', and 'N'.



Form - IX

To,

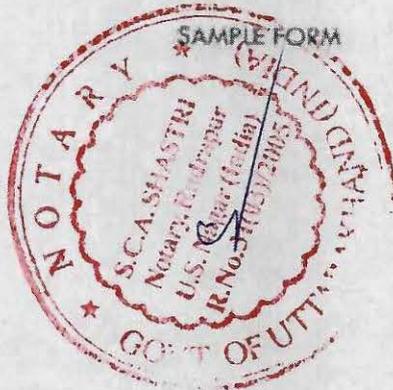
Municipal Commissioner,

Nagar Nigam Rudrapur

Sir,

LETTER COMPRISING BID

Name of Work: .....



1. Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of the Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the terms & conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize the employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work by the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the Earnest Money deposited by me/us will be forfeited by the Nagar Nigam Rudrapur and other actions by bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and regarding the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon NNR based upon or arising out of any alleged misunderstanding or misconception, the mistake on my/our part of the said requirements, stipulations, restrictions and conditions.
8. I understand that quantities given in the Bill of Quantities in Schedule 'G' are liable to change up to any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. .... for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us within 30th days of the award of the contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into a contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Nagar Nigam

Nagar Nigam Rudrapur

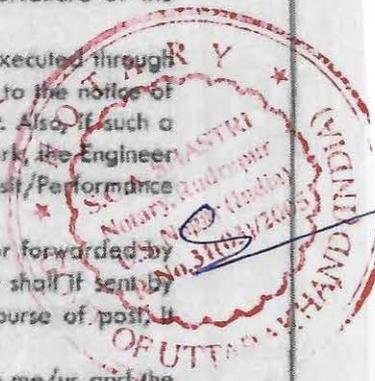
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Rudrapur of performance security/additional performance security deposit defined in the Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.

- 11. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on a back-to-back basis. Further, if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
- 12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which is sent.
- 13. I/we fully understand that the written agreement (to be entered into between me/us and the Nagar Nigam Rudrapur ) shall be the foundation of the rights of both parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Nagar Nigam Rudrapur.
- 14. I/we understand that you are not bound to accept the lowest or any bid you receive. Encl: As above



Address with phone No. Signature of Contractor/Tenderer

Name-

Dated the ..... day of ..... 2023

Signature of Witnesses: Name and address :

Handwritten signatures and initials at the bottom of the page.



Form - X



Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of Firm] have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of the employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 3 years.

For [Name of Firm],

Authorized Signatory [In full and Initials] Name and Title of Signatory:

Name of Firm: Address:

265

14

✓



Form - XI

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value by relevant Stamp Act. The stamp paper used be in the name of the firm/ company that is issuing the Power of Attorney).



We, M/s. (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. (Name and residential address) who is presently employed with us and holding the position of, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with Nagar Nigam Rudrapur or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until the culmination of the process of bidding till the Contract Agreement is entered into with Nagar Nigam Rudrapur and thereafter till the expiry of the Contract Agreement?

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

Dated this the.....day of 20 (Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Notes:

Witness 2:

Name:

Address:

Occupation:

- ✓ To be executed by all the members individually
- ✓ The mode of execution of the Power of Attorney should be by 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 by the required procedure

Handwritten signatures and initials at the bottom of the page.



**Format for Bank Guarantee**

Dated:

B.G. No.

1. In consideration of you, Nagar Nigam Rudrapur, having its office at Nainital Road, Near Indira Chauraha, Rudrapur, District - Udham Singh Nagar Uttarakhand - 263153, (hereinafter referred to as NNR, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [insert the name of the Bidder/Name of Consortium with the name of Lead Member] and having its office at \_\_\_\_\_ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of RFP for "Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016". (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant Clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to ANN an amount of Rs 6,00,000/- (Rupees Six Lacs Only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by NNR stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NNR is disputed by the Bidder or not, merely on the first demand from NNR stating that the amount claimed is due to NNR because of the failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as outlined in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 6,00,000/- (Rupees Six Lacs Only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or such extended period as may be mutually agreed between NNR and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NNR shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period outlined in the said Bidding Documents, and the decision of NNR that the Bidder is in default as aforesaid shall be final and binding on us,

Handwritten signatures and initials at the bottom of the page.

notwithstanding any differences between NNR and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

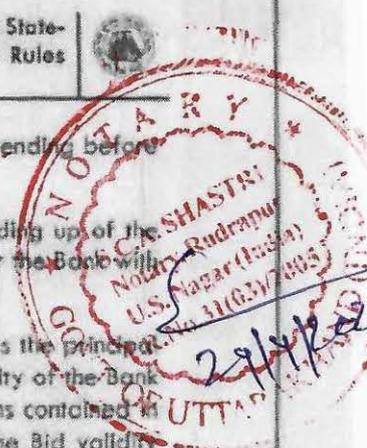
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, NNR shall be entitled to treat the Bank as the principal debtor. NNR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NNR, and the Bank shall not be released from its liability under these presents by any exercise by NNR of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NNR or any indulgence by NNR to the said Bidder or by any change in the constitution of NNR or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for NNR to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NNR may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NNR in writing.
12. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



Handwritten marks and signatures at the bottom of the page, including a large 'L' and several other scribbles.

551

Annen-06



 **GPS Map Camera**



**Rudrapur, Uttarakhand, भारत**

13, Model Colony, Model Colony/ Bali Vihar, Dashmesh Nagar, Rudrapur, Jagatpura, Uttarakhand  
263153, भारत

Lat 28.968284°

Long 79.38765°

26/04/24 12:53 PM GMT +05:30

552



GPS Map Camera



Rudrapur, Uttarakhand, भारत

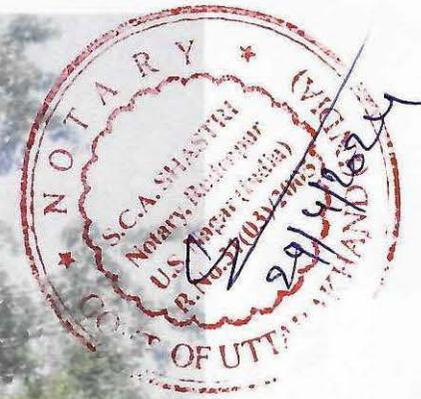
13, Model Colony, Model Colony/ Bali Vihar, Dashmesh Nagar, Rudrapur, Jagatpura,  
Uttarakhand 263153, भारत

Lat 28.968035°

Long 79.387967°

26/04/24 12:52 PM GMT +05:30

553



GPS Map Camera



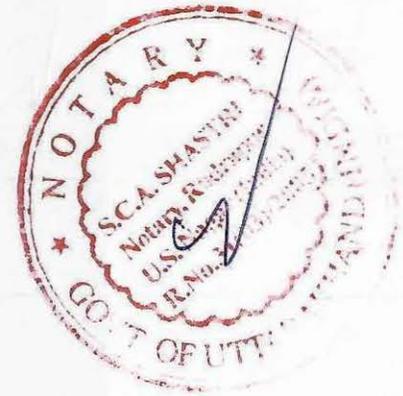
Rudrapur, Uttarakhand, भारत

13, Model Colony, Model Colony/ Bali Vihar, Dashmesh Nagar, Rudrapur, Jagatpura,  
Uttarakhand 263153, भारत

Lat 28.967875°

Long 79.38797°

26/04/24 12:52 PM GMT +05:30



GPS Map Camera



Rudrapur, Uttarakhand, भारत

13, Model Colony, Model Colony/ Bali Vihar, Dashmesh Nagar, Rudrapur, Jagatpura,  
Uttarakhand 263153, भारत

Lat 28.968072°

Long 79.387986°

26/04/24 12:52 PM GMT +05:30

M/s R. S. ENTERPRISES								
DATE-WISE, WEIGHING SLIPS FOR THE MONTH OF MARCH 2024								
(PERIOD : 01-31 MARCH 2024)								
DATE	GROSS WT. (DRY)	GROSS WT. (WET)	TARE WEIGHT (DRY)	TARE WEIGHT (WET)	NET WEIGHT (DRY)	NET WEIGHT (WET)	TOTAL NET WEIGHT IN KG	NET WEIGHT IN TON
01-03-24	170280	18275	112465	10455	57815	7820	65635	65.635
02-03-24	157385	15740	99550	9270	57835	6470	64305	64.305
03-03-24	152750	10635	91550	6265	61200	4370	65570	65.57
04-03-24	158490	16865	98140	9430	60350	7435	67785	67.785
05-03-24	187685	16030	115520	9430	72165	6600	78765	78.765
06-03-24	166780	14300	103715	7400	63065	6900	69965	69.965
07-03-24	161960	14080	103515	7615	58445	6465	64910	64.91
08-03-24	145375	12185	89505	6265	55870	5920	61790	61.79
09-03-24	150225	14115	97890	7615	52335	6500	58835	58.835
10-03-24	150280	13610	96455	7615	53825	5995	59820	59.82
11-03-24	170475	12855	111090	6265	59385	6590	65975	65.975
12-03-24	162905	13245	101890	7615	61015	5630	66645	66.645
13-03-24	178725	16520	115765	9430	62960	7090	70050	70.05
14-03-24	190945	2640	117875	1185	73070	1455	74525	74.525
15-03-24	163085	18665	107210	9430	55875	9235	65110	65.11
16-03-24	171630	16380	110720	9430	60910	6950	67860	67.86
17-03-24	166955	15270	109565	9285	57390	5985	63375	63.375
18-03-24	177250	16620	114795	9270	62455	7350	69805	69.805
19-03-24	145870	13365	99370	7680	46500	5685	52185	52.185
20-03-24	155095	14510	103310	7515	51785	6995	58780	58.78
21-03-24	156195	12635	101280	6265	54915	6370	61285	61.285
22-03-24	159845	14890	103375	7450	56470	7440	63910	63.91
23-03-24	159875	22050	101895	11750	57980	10300	68280	68.28
24-03-24	174435	11070	113575	5535	60860	5535	66395	66.395
25-03-24	0	0	0	0	0	0	0	0
26-03-24	159220	19050	106470	11345	52750	7705	60455	60.455
27-03-24	162040	12685	103885	6265	58155	6420	64575	64.575
28-03-24	157480	14025	107025	7515	50455	6510	56965	56.965
29-03-24	165970	11760	106095	6265	59875	5495	65370	65.37
30-03-24	174065	12795	115295	6265	58770	6530	65300	65.3
31-03-24	165370	13310	104265	7400	61105	5910	67015	67.015
<b>GRAND TOTAL</b>	<b>4918640</b>	<b>430175</b>	<b>3163055</b>	<b>234520</b>	<b>1755585</b>	<b>195635</b>	<b>1951240</b>	<b>1951.24</b>



MARCH 2024 D2L SOURCE SEGREGATED DETAILS OF GARBAGE

PERIOD: 01-31 MARCH 2024

DATE	NET WEIGHT IN TON	WET NET WEIGHT IN TON	DRY WASTE NET WEIGHT IN TON	PAPER AND PAPERBOARD IN TON	YARD TRIMMING	METALS	PLASTICS IN TON	GLASS IN TON	RUBBER & LATHER IN TON	TEXTILE	DOMESTIC HAZARDEOUS WASTE	SANATRY WASTE	OTHER IN TON
01-03-24	25.42	7.82	17.60	1.58	0.75	0.18	2.82	0.53	0.88	1.06	0.53	0.35	8.93
02-03-24	22.33	6.47	15.86	1.43	0.67	0.16	2.54	0.48	0.79	0.95	0.48	0.32	8.05
03-03-24	16.28	4.37	13.91	1.25	0.59	0.14	2.23	0.42	0.70	0.83	0.42	0.28	7.06
04-03-24	24.55	7.44	17.11	1.54	0.73	0.17	2.74	0.51	0.86	1.03	0.51	0.34	8.68
05-03-24	24.29	6.60	17.69	1.59	0.75	0.18	2.83	0.53	0.88	1.06	0.53	0.35	8.98
06-03-24	24.43	6.90	17.53	1.58	0.75	0.18	2.80	0.53	0.88	1.05	0.53	0.35	8.90
07-03-24	24.99	6.47	18.52	1.67	0.79	0.19	2.96	0.56	0.93	1.11	0.56	0.37	9.40
08-03-24	22.01	5.92	16.09	1.45	0.68	0.16	2.57	0.48	0.80	0.97	0.48	0.32	8.16
09-03-24	20.20	6.50	13.70	1.23	0.58	0.14	2.19	0.41	0.69	0.82	0.41	0.27	6.95
10-03-24	22.49	6.00	16.50	1.48	0.70	0.15	2.64	0.49	0.82	0.99	0.49	0.33	8.37
11-03-24	26.92	6.59	20.33	1.83	0.86	0.20	3.25	0.61	1.02	1.22	0.61	0.41	10.31
12-03-24	25.98	5.63	20.35	1.83	0.86	0.20	3.26	0.61	1.02	1.22	0.61	0.41	10.33
13-03-24	25.09	7.09	18.00	1.62	0.77	0.18	2.88	0.54	0.90	1.08	0.54	0.36	9.14
14-03-24	25.51	1.46	24.05	2.16	1.02	0.24	3.85	0.72	1.20	1.44	0.72	0.48	12.21
15-03-24	26.05	9.24	16.81	1.51	0.71	0.17	2.69	0.50	0.84	1.01	0.50	0.34	8.53
16-03-24	25.38	6.95	18.43	1.66	0.78	0.18	2.95	0.55	0.92	1.11	0.55	0.37	9.35
17-03-24	24.31	5.99	18.33	1.65	0.78	0.18	2.93	0.55	0.92	1.10	0.55	0.37	9.30
18-03-24	27.65	7.35	20.30	1.83	0.86	0.20	3.25	0.61	1.02	1.22	0.61	0.41	10.30
19-03-24	21.39	5.69	15.70	1.41	0.67	0.16	2.51	0.47	0.79	0.94	0.47	0.31	7.97
20-03-24	20.65	7.00	13.65	1.23	0.58	0.14	2.18	0.41	0.68	0.82	0.41	0.27	6.93
21-03-24	21.94	6.37	15.57	1.40	0.66	0.16	2.49	0.47	0.78	0.93	0.47	0.31	7.90
22-03-24	23.64	7.44	16.20	1.46	0.69	0.16	2.59	0.49	0.81	0.97	0.49	0.32	8.22
23-03-24	24.92	10.30	14.62	1.32	0.62	0.15	2.34	0.44	0.73	0.88	0.44	0.29	7.42
24-03-24	22.31	5.54	16.78	1.51	0.71	0.17	2.68	0.50	0.84	1.01	0.50	0.34	8.51
25-03-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-03-24	26.39	7.71	18.69	1.68	0.79	0.19	2.99	0.56	0.93	1.12	0.56	0.37	9.48
27-03-24	26.73	6.42	20.31	1.83	0.86	0.20	3.25	0.61	1.02	1.22	0.61	0.41	10.31
28-03-24	22.50	6.51	15.99	1.44	0.68	0.16	2.56	0.48	0.80	0.96	0.48	0.32	8.11
29-03-24	25.05	5.50	19.55	1.76	0.83	0.20	3.13	0.59	0.98	1.17	0.59	0.39	9.92
30-03-24	22.85	6.53	16.32	1.47	0.69	0.16	2.61	0.49	0.82	0.98	0.49	0.33	8.28
31-03-24	22.91	5.91	17.00	1.53	0.72	0.17	2.72	0.51	0.85	1.02	0.51	0.34	8.62
<b>TOTAL</b>	<b>717.08</b>	<b>195.655</b>	<b>521.43</b>	<b>46.93</b>	<b>22.16</b>	<b>5.21</b>	<b>83.43</b>	<b>15.64</b>	<b>26.07</b>	<b>31.29</b>	<b>15.64</b>	<b>10.43</b>	<b>264.62</b>

Segregated Percentage Of Total Weight



## M/s R. S. ENTERPRISES

SECONDARY POINT WEIGHT FOR THE MONTH OF MARCH 2024

(PERIOD : 01-31 MARCH 2024)

DATE	GROSS WEIGHT IN KG	TARE WEIGHT IN KG	NET WEIGHT IN KG	NET WEIGHT IN TON
01-03-24	86960	46745	40215	40.22
02-03-24	79815	37835	41980	41.98
03-03-24	90205	42915	47290	47.29
04-03-24	87665	44425	43240	43.24
05-03-24	113475	59000	54475	54.48
06-03-24	91210	45675	45535	45.54
07-03-24	84350	44425	39925	39.93
08-03-24	77845	38060	39785	39.79
09-03-24	84310	45675	38635	38.64
10-03-24	78555	41225	37330	37.33
11-03-24	89815	50755	39060	39.06
12-03-24	88255	47590	40665	40.67
13-03-24	100130	55170	44960	44.96
14-03-24	102940	53920	49020	49.02
15-03-24	84335	45270	39065	39.07
16-03-24	91325	48840	42485	42.49
17-03-24	86655	47590	39065	39.07
18-03-24	90995	48840	42155	42.16
19-03-24	68230	37430	30800	30.80
20-03-24	80825	42690	38135	38.14
21-03-24	77185	37835	39350	39.35
22-03-24	83190	42915	40275	40.28
23-03-24	85875	42510	43365	43.37
24-03-24	98005	53920	44085	44.09
25-03-24	0	0	0	0.00
26-03-24	73375	39310	34065	34.07
27-03-24	77155	39310	37845	37.85
28-03-24	82060	47590	34470	34.47
29-03-24	85840	45515	40325	40.33
30-03-24	98690	56240	42450	42.45
31-03-24	99280	55170	44110	44.11
<b>GRAND TOTAL</b>	<b>2618550</b>	<b>1384390</b>	<b>1234160</b>	<b>1234.16</b>




M/s MUNISH AHMAD

DATE-WISE, WEIGHING SLIPS FOR THE MONTH OF MARCH-2024

DATE	GROSS WEIGHT (DRY)	GROSS WEIGHT (WET)	TARE WEIGHT (DRY)	TARE WEIGHT (WET)	NET WEIGHT (DRY)	NET WEIGHT (WET)	TOTAL NET WEIGHT IN KG	NET WEIGHT IN TON
Friday, March 1, 2024	124690	10685	86965	7635	37725	3050	40775	40.775
Saturday, March 2, 2024	131165	10745	82850	7635	48315	3110	51425	51.425
Sunday, March 3, 2024	133745	7430	80055	4690	53690	2740	56430	56.43
Monday, March 4, 2024	141280	7230	90175	4735	51105	2495	53115	53.115
Tuesday, March 5, 2024	148770	11675	96490	7635	52280	4040	56320	56.32
Wednesday, March 6, 2024	153485	7885	102590	4690	50895	3195	54090	54.09
Thursday, March 7, 2024	134925	11190	85970	7635	48955	3555	52510	52.51
Friday, March 8, 2024	128980	5990	85235	4200	43745	1790	45535	45.535
Saturday, March 9, 2024	151610	6200	97280	3435	54330	2765	57095	57.095
Sunday, March 10, 2024	138155	5750	91540	3435	46615	2315	48930	48.93
Monday, March 11, 2024	155245	6230	99655	3435	55590	2795	58385	58.385
Tuesday, March 12, 2024	148800	6515	98900	4200	49900	2315	52015	52.015
Wednesday, March 13, 2024	149830	9840	97510	7635	52320	2205	54525	54.525
Thursday, March 14, 2024	143030	9865	97280	6870	45750	2995	48660	48.66
Friday, March 15, 2024	138830	10330	95660	6870	43170	3460	46630	46.63
Saturday, March 16, 2024	135255	6800	91635	4200	43620	2600	46220	46.22
Sunday, March 17, 2024	154390	7055	100985	4200	53405	4325	56260	56.26
Monday, March 18, 2024	152030	9280	110190	6030	46530	3250	49780	49.78
Tuesday, March 19, 2024	143900	12000	95385	7635	48515	4365	52880	52.88
Wednesday, March 20, 2024	140260	11815	100170	6870	41795	4945	46740	46.74
Thursday, March 21, 2024	140315	11365	93435	7635	46880	3730	50610	50.61
Friday, March 22, 2024	146820	10780	102580	6870	44240	3910	48150	48.15
Saturday, March 23, 2024	156645	12855	105534	8275	51111	4580	55691	55.691
Sunday, March 24, 2024	162820	17595	108830	11470	53990	6125	60115	60.115
Tuesday, March 26, 2024	137575	10115	95945	6325	41630	3790	45420	45.42
Wednesday, March 27, 2024	124980	7455	90140	4085	34840	3370	38210	38.21
Thursday, March 28, 2024	154040	9450	104505	5780	49535	3670	53205	53.205
Friday, March 29, 2024	143535	17985	93135	11660	50400	6325	56725	56.725
Saturday, March 30, 2024	129440	13660	90015	9365	39425	4295	43720	43.72
Sunday, March 31, 2024	137525	6575	89355	4795	48170	1780	49950	49.95
<b>GRAND TOTAL</b>	<b>4282070</b>	<b>292345</b>	<b>2859994</b>	<b>189930</b>	<b>1428471</b>	<b>103885</b>	<b>1530116</b>	<b>1530.1</b>



1422  
102415  
1524  
1524

## M/s Munish Ahamad

## D2D March Month Source Segregated Details of Garbage

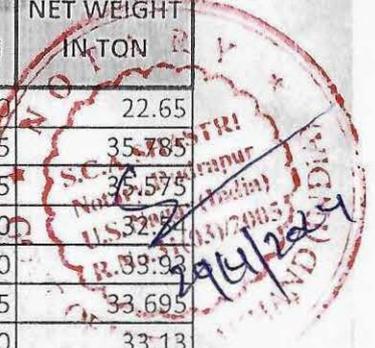
Date	Net Weight in Ton	Wet Net Weight in Ton	Dry Wet Net Weight in Ton	Paper and Paperboard Weight in Ton	Plastic Weight in Ton	Glass Weight in Ton	Plastic Botal Weight in Ton	Rubber Lather & Textile Weight in Ton	Polythine & Tharmacol e Weight in Ton	Other/etc in Ton
Friday, March 1, 2024	18.125	3.050	15.075	2.186	1.809	1.960	1.508	2.261	0.905	4.447
Saturday, March 2, 2024	15.64	3.110	12.530	1.817	1.504	1.629	1.253	1.880	0.752	3.696
Sunday, March 3, 2024	20.86	2.740	18.115	2.627	2.174	2.355	1.812	2.717	1.087	5.344
Monday, March 4, 2024	21.06	2.495	18.565	2.692	2.228	2.413	1.857	2.785	1.114	5.477
Tuesday, March 5, 2024	22.39	4.040	18.350	2.661	2.202	2.386	1.835	2.753	1.101	5.413
Wednesday, March 6, 2024	20.40	3.195	17.200	2.494	2.064	2.236	1.720	2.580	1.032	5.074
Thursday, March 7, 2024	19.38	3.555	15.825	2.295	1.899	2.057	1.583	2.374	0.950	4.668
Friday, March 8, 2024	14.27	1.790	12.475	1.809	1.497	1.622	1.248	1.871	0.749	3.680
Saturday, March 9, 2024	22.11	2.765	19.340	2.804	2.321	2.514	1.934	2.901	1.160	5.705
Sunday, March 10, 2024	17.90	2.315	15.580	2.259	1.870	2.025	1.558	2.337	0.935	4.596
Monday, March 11, 2024	22.26	2.795	19.465	2.822	2.336	2.530	1.947	2.920	1.168	5.742
Tuesday, March 12, 2024	19.54	2.315	17.225	2.498	2.067	2.239	1.723	2.584	1.034	5.081
Wednesday, March 13, 2024	19.27	2.205	17.060	2.474	2.047	2.218	1.706	2.559	1.024	5.033
Thursday, March 14, 2024	22.54	2.995	19.545	2.834	2.345	2.541	1.955	2.932	1.173	5.766
Friday, March 15, 2024	19.37	3.460	15.905	2.306	1.909	2.068	1.591	2.386	0.954	4.692
Saturday, March 16, 2024	19.39	2.600	16.785	2.434	2.014	2.182	1.679	2.518	1.007	4.952
Sunday, March 17, 2024	21.37	4.325	17.040	2.471	2.045	2.215	1.704	2.556	1.022	5.027
Monday, March 18, 2024	19.92	3.250	16.665	2.416	2.000	2.166	1.667	2.500	1.000	4.916
Tuesday, March 19, 2024	19.51	4.365	15.140	2.195	1.817	1.968	1.514	2.271	0.908	4.466
Wednesday, March 20, 2024	17.70	4.945	12.750	1.849	1.530	1.658	1.275	1.913	0.765	3.761
Thursday, March 21, 2024	16.37	3.730	12.635	1.832	1.516	1.643	1.264	1.895	0.758	3.727
Friday, March 22, 2024	16.54	3.910	12.625	1.831	1.515	1.641	1.263	1.894	0.758	3.724
Saturday, March 23, 2024	21.39	4.580	16.806	2.437	2.017	2.185	1.681	2.521	1.008	4.958
Sunday, March 24, 2024	21.08	6.125	14.950	2.168	1.794	1.944	1.495	2.243	0.897	4.410
Tuesday, March 26, 2024	19.55	3.790	15.755	2.284	1.891	2.048	1.576	2.363	0.945	4.648
Wednesday, March 27, 2024	19.63	3.370	16.260	2.358	1.951	2.114	1.626	2.439	0.976	4.797
Thursday, March 28, 2024	18.07	3.670	14.400	2.088	1.728	1.872	1.440	2.160	0.864	4.248
Friday, March 29, 2024	18.40	6.325	12.070	1.750	1.448	1.569	1.207	1.811	0.724	3.561
Saturday, March 30, 2024	18.12	4.295	13.825	2.005	1.659	1.797	1.383	2.074	0.830	4.078
Sunday, March 31, 2024	15.59	1.780	13.810	2.002	1.657	1.795	1.381	2.072	0.829	4.074
<b>Total</b>	<b>577.656</b>	<b>103.885</b>	<b>473.771</b>	<b>68.697</b>	<b>56.853</b>	<b>61.590</b>	<b>47.377</b>	<b>71.066</b>	<b>28.426</b>	<b>139.762</b>
<b>Segregated Percentage Of Total Weight</b>										<b>75.805</b>



M/s MUNISH AHMAD

## DATE-WISE, WEIGHING SLIPS FOR THE MONTH OF MARCH-2024

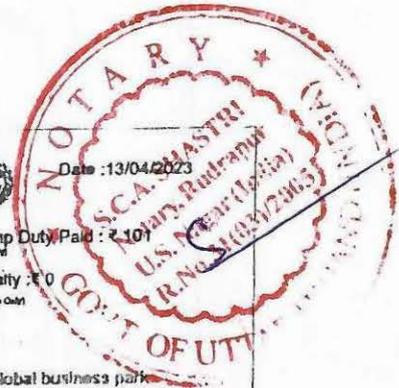
DATE	GROSS WEIGHT (DRY)	TARE WEIGHT (DRY)	NET WEIGHT (DRY)	TOTAL NET WEIGHT IN KG	NET WEIGHT IN-TON
Friday, March 1, 2024	61640	38990	22650	22650	22.65
Saturday, March 2, 2024	81190	45405	35785	35785	35.785
Sunday, March 3, 2024	71625	36050	35575	35575	35.575
Monday, March 4, 2024	75910	43370	32540	32540	32.54
Tuesday, March 5, 2024	81320	47390	33930	33930	33.93
Wednesday, March 6, 2024	80065	46370	33695	33695	33.695
Thursday, March 7, 2024	72610	39480	33130	33130	33.13
Friday, March 8, 2024	76835	45565	31270	31270	31.27
Saturday, March 9, 2024	73705	38715	34990	34990	34.99
Sunday, March 10, 2024	73185	42150	31035	31035	31.035
Monday, March 11, 2024	82475	46350	36125	36125	36.125
Tuesday, March 12, 2024	78810	46135	32675	32675	32.675
Wednesday, March 13, 2024	89065	53805	35260	35260	35.26
Thursday, March 14, 2024	72830	46625	26205	26205	26.205
Friday, March 15, 2024	74380	47115	27265	27265	27.265
Saturday, March 16, 2024	65825	38990	26835	26835	26.835
Sunday, March 17, 2024	85700	50805	34895	34895	34.895
Monday, March 18, 2024	84305	54440	29865	29865	29.865
Tuesday, March 19, 2024	79530	46155	33375	33375	33.375
Wednesday, March 20, 2024	76160	47115	29045	29045	29.045
Thursday, March 21, 2024	82125	47880	34245	34245	34.245
Friday, March 22, 2024	86745	55130	31615	31615	31.615
Saturday, March 23, 2024	92485	58180	34305	34305	34.305
Sunday, March 24, 2024	99420	60380	39040	39040	39.04
Tuesday, March 26, 2024	72180	47530	24650	24650	24.65
Wednesday, March 27, 2024	55340	37315	18025	18025	18.025
Thursday, March 28, 2024	90955	55820	35135	35135	35.135
Friday, March 29, 2024	90025	51695	38330	38330	38.33
Saturday, March 30, 2024	72840	47240	25600	25600	25.6
Sunday, March 31, 2024	92125	54565	35366	35366	35.366
<b>GRAND TOTAL</b>	<b>2371405</b>	<b>1416755</b>	<b>952456</b>	<b>952456</b>	<b>952.46</b>



K. 944650



Bond	<b>Indian-Non Judicial Stamp Haryana Government</b>		Date : 13/04/2023
Certificate No. GOM2023D3360	*GOM2023D3360*		Stamp Duty Paid : ₹ 10/-
GRN No. 101524136	*101524136*		Penalty : ₹ 0/-
<b>Deponent</b>			
Name: Perfetti Van Melle India Pvt Ltd	Sector/Ward : N/A	Landmark : Tower a global business park	
H.No/Floor : 1st	District : Gurugram	State : Haryana	
City/Village : M g road			
Phone : 83****63			
			
Purpose : AGREEMENT OR GENERAL AGREEMENT to be submitted at Concerned office			

**MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding ("MOU") is made and executed on this 2nd day of May, 2023

**BY AND BETWEEN**

**Perfetti Van Melle India Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and being governed by the Companies Act, 2013 and having its registered office at 47<sup>th</sup> Milestone, Delhi-Jaipur Highway, Village Manesar, Gurugram-122050 and its corporate office at 1<sup>st</sup> Floor, Global Business Park, Tower A, MG Road, Gurugram-122002 (hereinafter referred to as "Corporate Sponsor" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**MUNICIPAL CORPORATION RUDRAPUR**, a municipality constituted under the Uttar Pradesh Municipal Corporation Act, 1959 as amended, having its office at Nagar Nigam, Nainital Road, Near Indira Chowk, Rudrapur, Zila - Udham Singh Nagar, Uttarakhand - 263152 through its Mayor Shri Ranpal Singh (hereinafter referred to as "MCR", which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) of the **SECOND PART**;

As the context may require, "MCR" and "The Corporate Sponsor" shall hereinafter individually be referred to as a "Party" and collectively as the "Parties."

**WHEREAS**

- MCR is responsible for collection, segregation and disposal of domestic wastes getting generated in its municipal boundaries.
- The Corporate Sponsor is engaged in the business of manufacturing, selling, marketing and distribution of a large range of packaged confectionary and ayurvedic products.
- MCR has approached the Corporate Sponsor to support a project in relation to spreading awareness

Page 1 of 5

*Ranpal*  
RAMPAL SINGH  
MAYOR  
Municipal Corporation Rudrapur  
Udham Singh Nagar (U.K.)

*Received by [Signature]  
Date*

*[Signature]*

under Corporate Social Responsibility (CSR) program as more particularly mentioned under Annexure 1 ("Project").

D. Basis representation of MCR the Corporate Sponsor has agreed to undertake the Project.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

**1. Defined Terms**

- 1.1 "Support" shall mean and include support which is to be provided by the Corporate Sponsor to MCR as a part of its Corporate Social Responsibility as in accordance with provisions of the Companies Act, 2013, as specified in Annexure 1.

**2. Term**

This MOU shall commence from May 2<sup>nd</sup> 2023 ("Effective Date") and shall continue and remain in full force for a period of one year ("Term") unless otherwise extended by the CS in writing.

**3. SCOPE OF SUPPORT**

Subject to the terms and conditions of this MOU, the Corporate Sponsor shall, entirely at its own costs and expenses, provide the Support as specified in Annexure 1 or such other support which it may approve.

**4. CONSIDERATION**

- 4.1 Subject to Clause 3, the Corporate Sponsor has agreed to provide Support to MCR in furtherance to its philanthropic purpose, under its CSR policy. Corporate Sponsor should not be liable for any other/additional expenses whatsoever.
- 4.2 The Corporate Sponsor shall have the right to include, in all modes of its promotional material and/or advertisement(s), the details of the Support being rendered by it to MCR at its sole discretion.

**5. RIGHTS AND OBLIGATIONS OF THE CORPORATE SPONSOR**

The Corporate Sponsor shall have the following rights and obligations under this MOU:

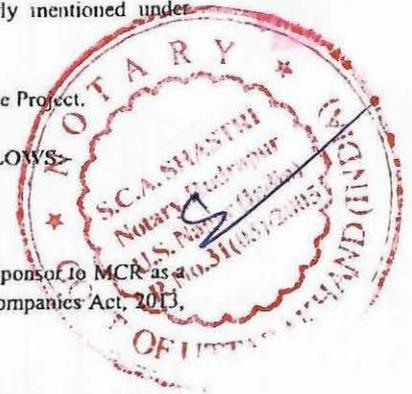
- a. It shall be required to provide the Support strictly in accordance with this MOU;
- b. It shall be entitled to engage third party agencies for providing the Support or assign any part of the Support. MCR shall have to provide its written consent to such third-party agency, in case any part of this MOU is being assigned to such third party agency.
- c. The payment, fees, remuneration, wages, salary, claims or compensation of the personnel deployed by third party agency shall remain with such third party agency only.
- d. The Corporate Sponsor may also display its brands, at such events/occasions as may be deemed appropriated by it.

**6. TERMINATION**

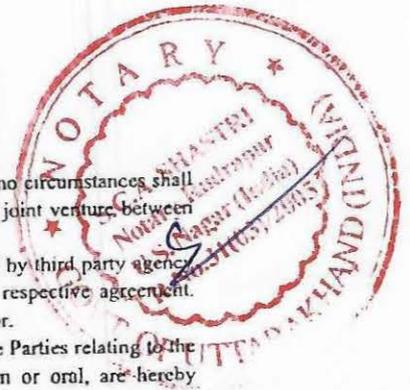
Either party may discontinue or terminate this MOU any time by serving a prior written notice of 30 days. In case of any breach, either party may terminate this agreement forthwith- without incurring any liability.

**7. CODE OF CONDUCT**

PVMI believes in conducting its business as per the principles spelt out in PVMI's Code of Conduct available at its website [www.perfettivanmelle.com](http://www.perfettivanmelle.com) or group website [www.perfettivanmelle.it](http://www.perfettivanmelle.it). And MCR shall at all times adhere strictly to the said Code of Conduct while dealing/interacting with Corporate Sponsor.



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- 8. MISCELLANEOUS**
- 8.1 MCR and the Corporate Sponsor shall be and act as independent parties and under no circumstances shall this MOU be construed as one of partnership, employment, principal and agent or joint venture between them.
  - 8.2 Charges, if any, and all other expenses in undertaking this Project shall be incurred by third party agency and settled between Corporate Sponsor and such third party agency as per their respective agreement. MCR shall have no right to impose/request any costs/charges onto Corporate Sponsor.
  - 8.3 This MOU and the documents related hereto set forth the entire understanding of the Parties relating to the subject matter hereof, and all other and/or prior understandings, whether written or oral, are hereby superseded.
  - 8.4 This MOU may not be modified, amended, waived, terminated or supplemented except in accordance with its express terms and in writing executed by both the Parties.
  - 8.5 Any provision of this MOU, which is or may become prohibited or unenforceable in law, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions of this MOU.
  - 8.6 Each of the rights of the Parties hereto under this MOU are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Parties hereto, under this MOU.
  - 8.7 All notices required and permitted under the provisions of this MOU or by law to be served upon or to be given to a one Party by other Party hereto shall be deemed duly served or given if delivered by hand or through registered post at the respective addresses mentioned under this Agreement.
  - 8.8 This MOU shall be governed by the laws of India.
  - 8.9 None of the parties shall be obligated to perform duties due to Force Majeure situations.

IN ACCEPTANCE WHEREOF THE PARTIES AFFIX THEIR SIGNATURES HERETO.

<p>For Perfetti Van Melle India Pvt Ltd. Through its authorized Signatories</p> <p><i>R. Rajesh</i></p> <p>(Mr. R. RAJESH)</p> <p><i>Dr. Atul Sud</i></p> <p>(DR. ATUL SUD)</p>	<p>For Municipal Corporation Rudrapur Through its authorized Signatories</p> <p>Name: Shri Rampal Singh Mayor, Rudrapur</p> <p><i>Rampal Singh</i></p> <p>RAMPAL SINGH MAYOR Municipal Corporation Rudrapur Udham Singh Nagar (U.K.)</p>
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*1/14*

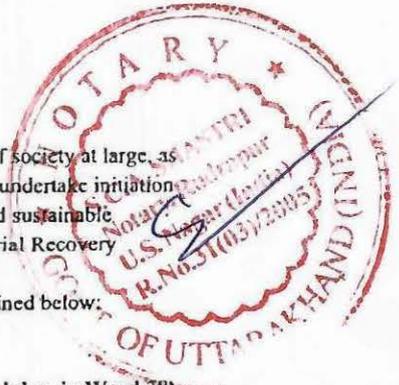
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## Annexure 1

Under this MOU, the Corporate Sponsor shall undertake two projects for the benefit of society at large, as per its philanthropic agenda. Under Part A of the Project, the Corporate Sponsor shall undertake initiation in Ward 38, of source segregation of domestic waste into dry and wet for scientific and sustainable disposal, and under Part B of the Project, it shall help the MCR in establishing a Material Recovery Facility (MRF).)

The roles and responsibilities of both the Parties for these two Projects has been explained below:



**PART A (Awareness drive for Source segregation of domestic waste into wet and dry, in Ward 38)**

The third party agency as appointed by Corporate Sponsor will be responsible for Generating Awareness about the source segregation in Ward No 38 Rudrapur, Udham Singh Nagar.

**Support by Municipal Corporation**

Municipal Corporation Rudrapur through it's representatives/nodal officers in office of Sanyukt Nagar Nigam will help in following activities in Ward 38:

1. Providing support to appointed NGO to carry out Awareness program;
2. Providing Dustbin / barcoded Waste bags for households;
3. Providing Information, Education Communication (IEC) material to appointed NGO for executing their Awareness program;
4. Monitoring of work being done by appointed NGO for their Awareness program;
5. Ensuring daily movement of Waste pick up vehicle via Nigam's *Paryavaran Mitras* or deputed staff;
6. Participating in as many Awareness programs and other stakeholder meetings during the duration of activities by appointed NGO;
7. Endeavour to facilitate waste segregation at source initiative even after closure of Awareness program.

**Support by Corporate Sponsor**

Corporate sponsor will facilitate the following for the Project:

Support the project, including:

1. source segregation of domestic waste through appointed NGO;
2. effective disposal of segregated dry and wet waste in scientific and sustainable manner via appointed NGO;
3. creating awareness with the civil society on the need for segregation via appointed NGO;
4. conducting due diligence of work being done by appointed NGO via impact studies;
5. be present for as many stakeholder meetings as possible, during course of this project by appointed NGO.

for it

*[Handwritten signatures and initials]*

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PART B (Dry MRF center)

Under Part B of this project the Corporate Sponsor shall help support setting up of a MRF center. The MRF center will be used for further segregation of mixed dry waste that is brought there.

Support by Municipal Corporation

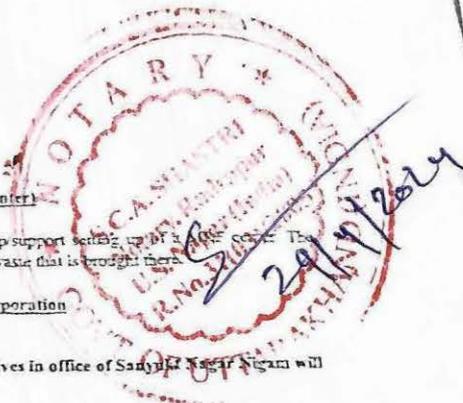
Municipal Corporation Rudrapur through it's representatives in office of Sanitary Inspector will help in following activities for MRF:

1. Conduct Feasibility study & Identification of appropriate place for establishment of MRF;
2. Develop the layout plan and specifications of MRF that needs to be established;
3. Sort all applicable approvals, licenses, and permits as may be required for the purpose of establishment of MRF;
4. For the purpose of operation and maintenance, MCR will be responsible for providing manpower including but not limited to persons from Self Help Groups;
5. Shall remain responsible for security, upkeep, maintenance and undertake the repairs as may be required of MRF center.

Support by Corporate Sponsor

Corporate sponsor will facilitate the following for the Project:

1. help/support setting up of a MRF center through the third party agency, subject to receipt of applicable approvals/sanctions as may be needed;
2. provide financial support to third party agency responsible for setting up MRF as per the terms of the contract;
3. endeavour to conduct due diligence of work being done by appointed third party agency towards set up of MRF;
4. endeavour to work on beautification of the MRF by creation of green space outside MRF center through the appointed third party agency.



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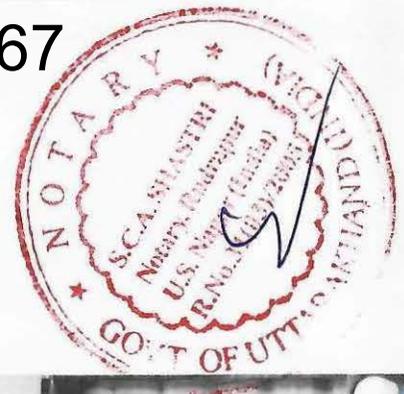
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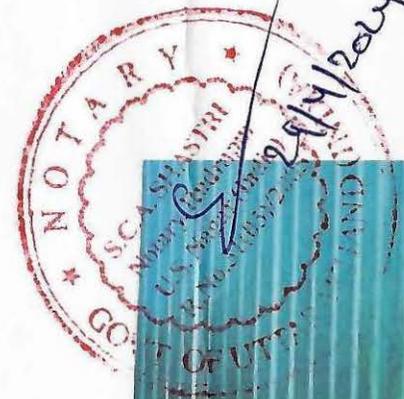
Rudrapur Green Energy Pvt Ltd  
Waste Processing System  
1.02.2023 11:22  
9669, 79.38712  
98P+QDP Faraiour Mehrola, Rudrapur Uttarakhand 244923

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udrapur Green Energy Pvt Ltd  
wishing Customer

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Government of Uttar Pradesh

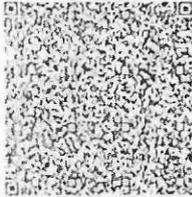
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e-Stamp

Signature: .....  
Acc Name - NTPC Vidut  
Acc No. - UP14014104  
Account Holder - NTPC Vidut  
Branch - Sector-02, Plot-17, G-02, Noida

*Amrik*

Certificate No. : IN-UP78853680439887V  
 Certificate Issued Date : 22-Nov-2023 11:27 AM  
 Account Reference : NEWIMPACC (SV)/ up14014104/ GAUTAMBUDDH NAGAR 1/UP-GBN  
 Unique Doc. Reference : SUBIN-UPUP1401410453445420231770V  
 Purchased by : NTPC VIDYUT VYAPAR NIGAM LTD  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : NTPC VIDYUT VYAPAR NIGAM LTD  
 Second Party : Not Applicable  
 Stamp Duty Paid By : NTPC VIDYUT VYAPAR NIGAM LTD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into on 30<sup>th</sup> day of November 2023 between:

NVVN (NTPC Vidyut Vyapar Nigam Ltd.); a wholly owned subsidiary of NTPC Ltd; duly registered under the Companies Act, 1956 and having its Registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003, INDIA. (herein after referred to as "NVVN", which expression shall mean and include unless repugnant to the context, its successors, and permitted assigns), of the **FIRST PART.**

AND

NAGAR NIGAM HALDWANI KATHGODAM, is the civic body that governs the city of Haldwani in Uttarakhand, India and having its office at Nagar Nigam, Nainital Road, Haldwani, Uttarakhand 263139 (hereinafter referred to as "NNHK"), which expression shall, unless the context otherwise specifies, means and include its successors and permitted assigns on the **SECOND PART.**

*[Signature]*  
NTPC Vidyut Vyapar Nigam

*[Signature]*  
अध्यक्ष  
नगर निकाय

"Party" shall mean NVVN or NNHK individually. "Parties" shall mean NVVN and NNHK collectively.

This MOU between Nagar Nigam Haldwani-Kathgodam (NNHK) and NVVN is for setting up a Municipal Solid Waste (MSW) to Torrefied Charcoal Plant Facility in Haldwani, Uttarakhand.

WHEREAS;

1. NNHK expressed its interest in setting up a MSW to Torrefied Charcoal Plant facility based on Torrefaction technology at Haldwani to dispose of the carbonaceous component of MSW.
2. NVVN shall develop a MSW to Torrefied Charcoal plant on Build Own Operate (BOO) basis at a land allocated by NNHK free of cost.
3. NVVN shall have the ownership and right to sell all the products generated from the said plant.
4. NVVN shall have the right to use the Site for "Setting up a 500 TPD, MSW to Torrefied Charcoal plant facility" and its ancillary facilities including rooftop solar plant to meet the power requirement of the plant.
5. The other agreements like MSW Supply Agreement and Land Use Agreement between NVVN and NNHK shall be signed later on with major obligations summarized as under:

**A. Obligations of NNHK:**

- I. NNHK shall provide approx. **10 acre** suitable land free of cost for the project along with boundary wall. The land should be free from water logging, above high flood level, and free from encumbrance.
- II. NNHK shall ensure delivery of preferably pre-segregated Municipal Solid Waste (MSW) at designated Waste Tipping Floor of plant premises **free of cost**.
- III. NNHK shall ensure that at least **500 MT preferably segregated MSW** is delivered daily to the plant.
- IV. The delivered MSW shall not include inerts and prohibited items specifically mentioned in Annexure-I so as to ensure a minimum GCV of 2000 kcal/kg. NNHK shall provide preferably segregated dry waste to the extent possible.
- V. NNHK shall also provide other basic amenities at the project site like All-weather approach road from existing road to plant boundary of minimum width 7.0 m, street lighting on approach road and outside plant premises, sewer line, Right of Way, drainage outside plant premises, and other basic facilities. etc.



नगर आयुक्त  
कठगोदाव

- VI. NNHK shall provide water supply connection for drinking water usage during plant construction and operation period. Additionally, NNHK shall provide ~50 KLD of preferably treated STP water for construction activities and ~200 KLD of preferably treated STP water for process application during the O&M period within the plant battery limit.
- VII. NNHK shall provide power connection of ~2 MVA (min. 11 kVA) and ~150 kW for Construction Power within plant battery limit. The plant machinery shall be powered by this connection on a pay-per-use basis.
- VIII. Development and maintaining of green belt (as applicable) other than 10 acre for plant facility shall be in the scope of NNHK.
- IX. Diversion of any Electric Line passing through the proposed project site, cutting down the trees existing on the proposed site (if any) and their disposal and diversion of Forest Land (if any) before handing over the site to NVVN shall be done by NNHK.
- X. NNHK shall obtain Environment Clearance (if applicable).
- XI. NNHK shall take back the unutilized contents of MSW (Inert and process rejects) for safe disposal **at its own cost**.
- XII. Development and maintaining Scientific Land Fill facility (as applicable) shall be in the scope of NNHK. The Scientific Land Fill should not be in an adjacent area of the said MSW project.
- XIII. The concession period of the project shall be 30 years initially. This may be extended further on similar terms and conditions with mutual consent of both the parties.

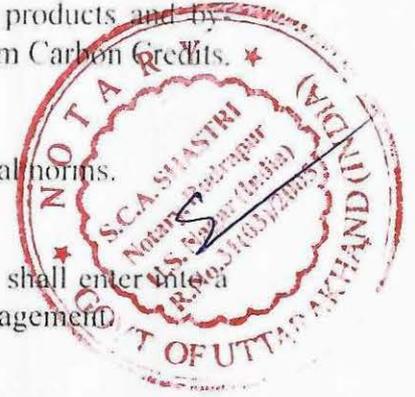
#### B. Obligations of NVVN:

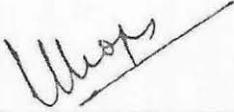
- I. NVVN shall set up a MSW to Torrefied Charcoal Plant on Build Own Operate (BOO) basis at a land allocated by NNHK.
- II. EPC of MSW to Torrefied Charcoal Plant Facility including installation and commissioning.
- III. Smooth Operation & Maintenance of plant through deployment of third-party O&M contractor for 25 years.
- IV. Utilization of approx. 500 MT per day of MSW everyday while complying with CPCB guidelines.
- V. Generating High Calorific Value Fuel similar to the nature of Mineral Coal for Co-firing in thermal power plants or nearby process industries.

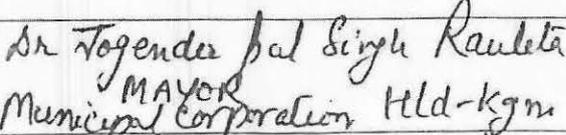
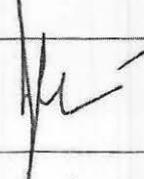
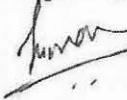


- VI. NVVN shall have the ownership and right to sell all the products and by products generated from the said plant including revenue from Carbon Credits, if any.
- VII. The proposed plant shall comply with the latest environmental norms.

The above is a non-binding MOU. However, both NVVN and NNHK shall enter into a legally binding agreement, subject to the approval of the respective management.



<b>For and on behalf of :-</b> NVVN Limited, New Delhi	<b>For and on behalf of :-</b> Nagar Nigam Haldwani-Kathgodam
<b>Authorized Signatory</b> 	<b>Authorized Signatory</b>  नगर आयुक्त नगर निगम, हल्द्वानी-काठगोदाय
<b>Name:</b> Ms. Renu Narang	<b>Name:</b> Sh. Pankaj Kumar Upadhaya
<b>Designation:</b> Chief Executive Officer	<b>Designation:</b> Municipal Commissioner
<b>Contact Address:</b> 5th Floor, EOC Complex, NTPC Ltd., A-8A, Sector 24, Noida, Uttar Pradesh 201307	<b>Contact Address:</b> Nagar Nigam, Nainital Road, Haldwani, Uttarakhand 263139

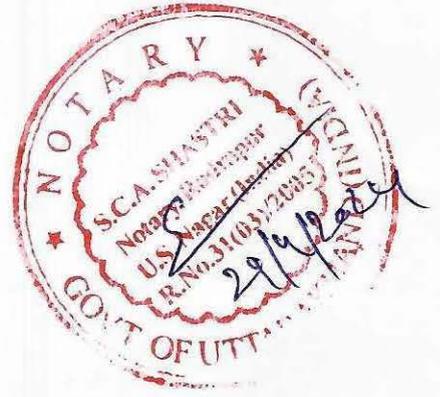
Witnesses	
1.  Dr. Jogender Pal Singh Rautela MAYOR Municipal Corporation Hld-Kgm	
2. Himanshu Phuloria 	Engineer - NI(WTE) NVVN Ltd.



## Annexure-I

List of Banned Items in the Waste:-

- Construction & Demolition Waste
- Anatomical Hospital Waste
- Asbestos
- Bio Hazardous Waste
- Electronic Scrap / E Waste
- Battery Waste
- Explosives
- Waste free from Trace Elements and Heavy Metals i.e. Cyanide, Arsenic etc.
- Mineral Acids
- Radioactive Waste



नगर आयुक्त  
नगर निगम, हल्द्वानी-काठगोदाम

नमामि  
गंगे

## कार्यालय अधिशासी अभियन्ता

निर्माण शाखा, उत्तराखण्ड पेयजल निगम, ऊधमसिंह नगर।  
कलैक्ट्रेट परिसर (मण्डी निदेशालय के सामने) रुद्रपुर, जिला- ऊधमसिंह नगर, पिन- 263153

पत्रांक 46

/ नमामि गंगे कल्याणी

दिनांक:- 8.01.2024

नगर आयुक्त,  
नगर निगम रुद्रपुर,  
ऊधमसिंहनगर।

प्रेषण	
ई-मेल द्वारा	✓
डाक द्वारा	

विषय:-

माननीय एन0जी0टी0 द्वारा O.A. No. 446/2023- Rambabu Vs Nagar Nigam Rudrapur &amp; Anr. के सम्बन्ध में पारित आदेश दिनांक 22.12.2023 की अनुपालन आख्या उपलब्ध कराने के सम्बन्ध में।

महोदय,

उपरोक्त विषयक आपके कार्यालय पत्रांक 1094/एन0जी0टी0/2023-24 दिनांक 29.12.2023 एवं 1095/एन0जी0टी0/2023-24 दिनांक 30.12.2023 के क्रम में दिनांक 02.01.2024 को हुई बैठक में प्राप्त निर्देश के क्रम में सादर अवगत कराना है कि वर्तमान में रुद्रपुर शहर से निकलने वाले लगभग 40 MLD सीवेज बिना उपचारित हुए ही कल्याणी नदी में प्रवाहित हो रहा है। माननीय एन0जी0टी0 के निर्देश पर जनपद ऊधमसिंहनगर में नमामि गंगे कार्यक्रम में प्रस्तावित रुद्रपुर नगर से प्रवाहित हो रही कल्याणी नदी/कल्याणी नदी में गिर रहे नालों से आई0एण्डडी0 एस0टी0पी0 निर्माण इत्यादि कार्यों का प्राक्कलन तैयार किये जाने का कार्य अनुबंध संख्या 19/SE-CD US NAGAR/2021-22 दिनांक 15.9.2021 के अन्तर्गत M/S NJS Engineers India Pvt. Ltd., New Delhi द्वारा किया जा रहा है। M/S. NJS Engineers India Pvt. Ltd., New Delhi के द्वारा कल्याणी नदी को Rejuvenate करने हेतु 02 विकल्प दिये गये थे:-

**विकल्प 01-** शहर से निकलने वाली लगभग 184 छोटी-बड़ी नालियाँ कल्याणी नदी में गिरती हैं। इन नालों/ नालियों को नदी में गिरने से रोकने हेतु नदी के दोनों किनारे पर Bank Sewer Line डालने के लिए पर्याप्त जगह नहीं है। इसलिए नदी के दोनों तरफ आवश्यक चौड़ाई में लोगों को Rehabitate कर Bank Sewer Line बिछाई जायेगी एवं आवश्यकतानुसार सीवेज पम्पिंग स्टेशन का निर्माण करते हुए रम्पुरा में सिवेज शोधन संयंत्र की स्थापना की जायेगी। इससे नालों का पानी कल्याणी नदी में नहीं गिरेगा एवं कल्याणी नदी के प्रदुषण स्तर में कमी आयेगी। उक्त विकल्प के अन्तर्गत अनुमानित लागत है - **Rs 222685.63 Lakh** (Centre Share - Rs 99671.33 Lakh, Rehabilitation cost- Rs 122949.07 Lakh, State Share- Rs 64.63Lakh)

**विकल्प 02-** कल्याणी नदी को शहर के बाहर रम्पुरा के समीप Tap कर एक सीवेज शोधन संयंत्र का निर्माण किया जाएगा जिसमें कल्याणी नदी के दूषित जल को शोधित कर स्वच्छ जल कल्याणी नदी में प्रवाहित किया जाएगा, इससे कल्याणी नदी शहर के बाहर स्वच्छ हो जायेगी एवं गंगा नदी में स्वच्छ जल सम्मिलित होगा, परन्तु इस विकल्प में शहर में कल्याणी नदी के जल स्तर में कोई सुधार नहीं होगा। साथ ही औद्योगिक क्षेत्र से आने वाले दूषित जल का STP की कार्य कुशलता पर विपरीत प्रभाव पड़ेगा। उक्त विकल्प के अन्तर्गत अनुमानित लागत है -- **Rs 91941.43 Lakh** (Centre Share - Rs 91876.80 Lakh, State Share- Rs 64.63Lakh)

दिनांक 10.06.2022 को जिलाधिकारी महोदय ऊधमसिंह नगर की अध्यक्षता में हुई जिला गंगा समिति ऊधमसिंह नगर की बैठक (बैठक का कार्यवृत्त संलग्न) में उपरोक्त दोनों विकल्पों पर चर्चा की गयी जिसमें जिलाधिकारी महोदय द्वारा कहा गया कि उपरोक्त प्रथम विकल्प में कल्याणी नदी के दोनों किनारों पर बसे लोगों को Rehabitate किया जाना होगा जो व्यवहारिक दृष्टि से उचित नहीं हैं एवं

क्रमशः.....2

(2)

लोगों को Rehabilitate करने में अत्यधिक समय लगेगा जिससे उपरोक्त प्रोजेक्ट में अनावश्यक विलम्ब होगा एवं माननीय एन० जी० टी० द्वारा आरोपित Environmental Compensation में अत्यधिक वृद्धि हो जायेगी। अतः कल्याणी नदी को Rejuvenate करने हेतु निम्न विकल्प पर ही कार्ययोजना तैयार किया जाना उचित होगा। जिससे नमामि गंगे परियोजना का उद्देश्य भी पूर्ण होगा। तदनुसार कल्याणी नदी को Rejuvenate करने हेतु द्वितीय विकल्प पर ही कार्ययोजना तैयार कर इस कार्यालय के पत्रांक 3376 / नमामि गंगे कल्याणी / 37 दिनांक 02.11.2022 द्वारा अग्रेतर कार्यवाही हेतु उच्च अधिकारियों को प्रेषित किया गया। कार्यों की लागत अत्यधिक प्रतीत होने के कारण उच्च अधिकारियों द्वारा उपरोक्त विकल्पों पर IIT Roorkee से तकनीकी मार्ग दर्शन प्राप्त करने के मौखिक निर्देश दिये गये। उक्त के क्रम में इस कार्यालय के पत्रांक 338 / नमामि गंगे कल्याणी / 07 दिनांक 27.01.2023 एवं पत्रांक 518 / नमामि गंगे कल्याणी / 09 दिनांक 14.02.2023 (छाया प्रति संलग्न) द्वारा IIT Roorkee से तकनीकी मार्ग दर्शन प्राप्त करने हेतु Mr. Arun Kumar. F. ASCE, F. IHA, FIE Professor, Hydro and Renewable Energy Department (Formely AHEC), Indian Institute of Technology, Roorkee-247667 को पत्र प्रेषित किया गया जिसके क्रम में प्रो० अरुण कुमार द्वारा दिनांक 02.04.2023 को कल्याणी नदी का स्थलीय निरीक्षण किया गया एवं अपने कार्यालय पत्रांक HRED/C-56/ Dated April 21, 2023 द्वारा अपनी रिपोर्ट इस कार्यालय के ई-मेल द्वारा प्रेषित की गयी, जिसमें उनके द्वारा MICRO TUNNEL के निर्माण की संस्तुति की गई है। तदक्रम में इस कार्यालय के पत्रांक 1484 / नमामि गंगे कल्याणी / 12 दिनांक 26.04.2023 द्वारा M/s. NJS Engineers India Pvt. Ltd., New Delhi को MICRO TUNNEL पर कार्य योजना तैयार करने हेतु पत्र प्रेषित किया गया। उक्त के क्रम में M/S. NJS Engineers India Pvt. Ltd., New Delhi द्वारा अपने कार्यालय पत्रांक NJSEL/Rudrapur/2023/3728 दिनांक 23-05-2023 द्वारा Preliminary Report प्रेषित की गई है।

MICRO TUNNEL में Sewer Pipe 4-5 मी० नदी तल के नीचे बिछाये जाने का सुझाव दिया गया है। रुद्रपुर में भूजल स्तर उपर होने के कारण एवं MICRO TUNNEL एक नई तकनीक होने के कारण Sewer Line बिछाना एवं उसका अनुरक्षण करना आसान नहीं होगा। MICRO TUNNEL में भी बीच-बीच में मेनहोल बनाये जायेंगे जिससे कल्याणी नदी का प्रवाह अवरुद्ध होने की सम्भावना है। कल्याणी नदी में अत्यधिक अतिक्रमण के कारण Branch Sewer भी बिछाया जाना सम्भव नहीं है।

विकल्पों के अन्तिम चयन के सम्बन्ध में उच्चाधिकारियों को मार्गदर्शन हेतु पत्र प्रेषित किया गया है। तदक्रम में उक्त विकल्पों पर अन्तिम निर्णय लिये जाने हेतु दिनांक 21.12.2023 को सचिव, पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड शासन, देहरादून की अध्यक्षता में बैठक आयोजित की गई थी। उक्त बैठक में सचिव, पेयजल एवं स्वच्छता विभाग, उत्तराखण्ड शासन, देहरादून द्वारा निर्देश दिये गये कि सम्पूर्ण नदी को Tap कर STP का निर्माण उचित नहीं है। सचिव महोदय द्वारा Rehabitaion Cost पर आपत्ति दर्ज की गई एवं निर्देश दिये गये कि जिन लोगों ने अतिक्रमण किया है, उन्हें किसी भी प्रकार का लाभ न दिया जाय। केवल उन लोगों हेतु, जिन्हें परियोजना के निर्माण हेतु Rehabilitat किया जाना है, Rehabilitaion Cost का आंकलन किया जाय। अतिक्रमण को चिन्हित करने हेतु सिंचाई विभाग एवं राजस्व विभाग का सहयोग प्राप्त किया जाए। नदी किनारे हुए अतिक्रमण को हटाते हुए प्रथम विकल्प पर ही कार्य योजना तैयार की जाय।

क्रमशः.....3

आध्यात्मिक अभियन्ता

*(Handwritten signature)*

1. निदेशक महादेव, शहीद विकास निदेशालय, देहरादून।
2. जिलाधिकारी/प्रशासक महादेव, नगर निगम, कदपुर।
3. महाप्रबन्धक (नमामि गंगी) कुमाऊँ, उत्तराखण्ड पंचजल निगम, इरवानी।
4. क्षेत्री प्रबन्धक, उत्तराखण्ड प्रदूषण बोर्ड, काशीपुर।
5. श्री मधु कान्त कोटियाल, सहायक अभियन्ता।

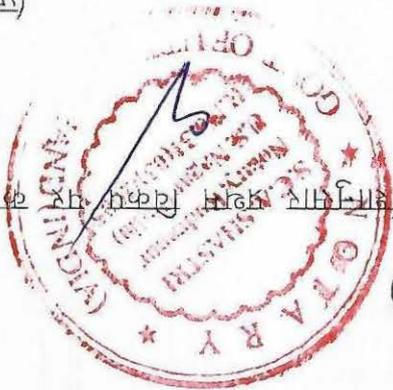
पृ०सं० एवं दिनांक उपरोक्तानुसार।

आध्यात्मिक अभियन्ता

(उपनिषद् पालनी)

भवदीया

अतः सविध पंचजल से प्राप्त निर्देशानुसार प्रथम विकल्प पर कार्य योजना तैयार करने की कायवाही गतिमान है।



(3)

**Estimate of Rudrapur Sewerage (I&D) Scheme (Kalyani River) Under NAMAMI GANGE PROGRAMME**

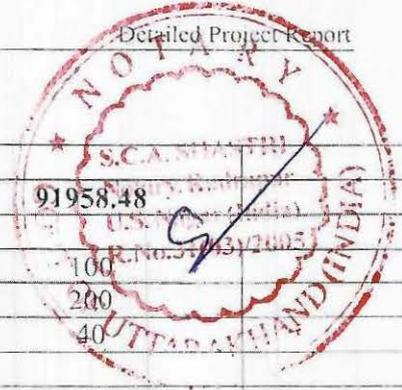
FORM-J (NMCG, GOI) - Option-I

ESTIMATE FOR I/D WORKS OF KALYANI RIVER OR DRAENS IN RUDRAPUR UNDER NAMAMI GANGE PROGRAM			
S. No.	Description of Proposal	Estimated Amount (in lakhs Rs.)	Remarks
<b>A</b>	<b>WORK TO BE CARRIED OUT BY UKPJN</b>		
1	<b>I&amp;D Works</b>		
1.1	Bank sewer on RHS	3569.67	
1.2	Bank Sewer on LHS	2755.53	
1.3	Rising Mains & Thrust Blocks	2367.53	
1.4	Collection Chambers/Inspection chambers	727.68	
1.5	Nala Tapping Aggagements	73.51	
1.6	Gabion Structure	8581.77	
1.7	Ghats-4 nos	99.09	
1.8	Trenchless crossings at 2 places of 30 m each (@ Rs. 50,000 per RM)	30.00	
1.9	Bridge for approach road to STP	94.48	
	<b>Subtotal - (1)</b>	<b>18299.25</b>	
2	<b>Sewage Pumping Stations</b>		
2.1	Civil Cost of 7 Nos ISPS and 1 TSPS	2879.82	
2.2	Electrical Cost of 7 Nos ISPS and 1 TSPS	220.64	
2.3	Mechanical Cost for 7 Nos ISPS and 1 TSPS	2463.63	
	<b>Sub total - (2)</b>	<b>5564.10</b>	
3	<b>Sewage Treatment Plant - 54 MLD</b>		
3.1	Civil	3431.46	
3.2	M&E & Instru./SCADA	4860.00	
3.3	Plant Roads - 6 m wide	143.12	
3.4	Storm Water Drain	51.77	
3.5	Landscaping	145.00	
3.6	Minitube well cum pumping plant	37.42	
3.7	Boundary wall	324.97	
3.8	Sludge handling plant incineration based	2528.00	
3.9	Approach road	82.10	
	<b>Subtotal - (3)</b>	<b>11603.84</b>	
	<b>Total Capital Cost (1+2+3)</b>	<b>35467.18</b>	
4	O&M Works Cost for 15 years	56358	
	<b>Total O&amp;M Cost - (4)</b>	<b>56358</b>	
	<b>Capital Work to be Carried out by UKPJN ---</b>		
	<b>Total A = (1)+(2)+(3)+(4)</b>	<b>91825</b>	
<b>B</b>	<b>WORK TO BE CARRIED OUT BY OTHER DEPARTMENT</b>		
	Power Connection Charges	125.92	
	Transformer	7.79	
	<b>Capital Work to be Carried out by Other</b>	<b>133.71</b>	

I&amp;D Works for Kalvayi River in Rudrapur under Namami Gange Program

Detailed Project Report

	Department ----- Total B	
		Total A+B
		91958.48
C	<b>OTHER WORKS</b>	
	Annual budget of Grievance Redressal and GAAP	100
	Public Awareness and Public participation	200
	Environmental Safeguards	40
		Total C
		340
		Total A+B+C
		92298
D	<b>Centage charges on works to be carried out by UKPJN</b>	
	Cost of project preparation @4% as per NGRBA	3687
	Cost of Supervision @4%	3687
		Total D
		7373
		TOTAL (A+B+C+D)
		99671
E	<b>Rehabilitation and Resettlement Cost</b>	122950
	<b>GRAND TOTAL (A+B+C+D+E)</b>	222621



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Recommended by

Computer  
(E/M&E Civil)

AE Civil

AE E&amp;M

EE (E&amp;M)

EE Civil

Recommended By

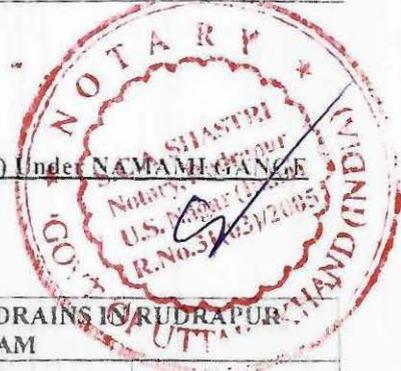
Technically Approved by

Superintending Engineer  
(Civil)Superintending Engineer  
(E&M)Chief Engineer, Construction Circle  
UK Peyjal Nigam

## 3. Financial Statement

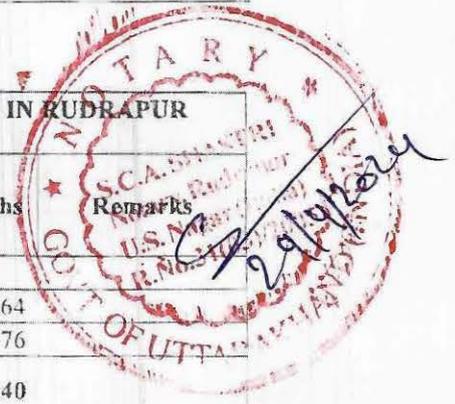
Estimate of Rudrapur Sewerage (I&D) Scheme (Kalyani River) Under NAMAMI GANGE PROGRAMME

FORM- J (NMCG, GOI)



ESTIMATE FOR I/D WORKS OF KALYANI RIVER OR DRAINS IN RUDRAPUR UNDER NAMAMI GANGE PROGRAM			
Sl. NO	Description of Proposal	Estimated Amount (in lakhs Rs.)	Remarks
<b>A</b>	<b>WORK TO BE CARRIED OUT BY UKPJN</b>		
1	I&D works		
1.1	Provision of Weir at Rampura	107.76	
1.2	Trunk Sewer for Shanti Nagar	355.63	
1.3	Rising Mains	577.04	
1.4	Nala Tapping Arrangements	40.76	
1.5	Bridge for approach road to STP	102.54	
1.6	Trenchless Crossing	19.97	
	Subtotal - (1)	1,203.69	
2	Sewage Pumping Stations		
2.1	Civil Cost of ISPS (1 no.) and TSPS	892.16	
2.2	Electrical & Instrumentation Cost of ISPS (1 no.) and TSPS	73.66	
2.3	Mechanical Cost for ISPS (1 no.) and TSPS	1,706.96	
2.4	Land Acquisition Cost for ISPS	64.63	
	Subtotal - (2)	2,737.41	
3	Sewage Treatment Plant - 115 MLD		
3.1	Civil Cost	13,199.25	
3.2	Mechanical Cost	5,249.39	
3.3	Electrical & Instrumentation Cost	1,419.13	
3.4	Road Works Plant	164.68	
3.5	Storm Water Drain	60.64	
3.6	Landscaping	6.41	
3.7	Lining of River Side Slope along STP site	16.67	
3.8	Minitube well cum pumping plant	14.80	
3.9	Boundary wall	3,839.60	
3.10	Sludge handling plant incineration based	4,490.32	
3.11	Approach Road	45.68	
	Subtotal - (3)	28,507	
	Total Capital Cost (1)+(2)+(3)	32,447.68	
4	O&M Works Cost for 15 years	52,302.62	
	Total O&M Cost - (4)	52,302.62	
	Capital Work to be Carried out by UKPJN ----	84,750.30	
	Total A = (1)+(2)+(3)+(4)		

ESTIMATE FOR I/D WORKS OF KALYANI RIVER OR DRAINS IN RUDRAPUR UNDER NAMAMI GANGE PROGRAM		
Sl. NO	Description of Proposal	Estimated Amount (in lakhs Rs.)
<b>B</b>	<b>WORK TO BE CARRIED OUT BY OTHER DEPARTMENT</b>	
	Power Connection Charges	5.64
	Transmission Line Charges	43.76
	Capital Work to be Carried out by Other Department ----- Total B	49.40
	<b>Total A+B</b>	<b>84,799.70</b>
<b>C</b>	<b>OTHER WORKS</b>	
	Annual budget of Grievance Redressal and GAAP	100.00
	Public Awareness and Public participation	200.00
	Environmental Safeguards	39.70
	<b>Total</b>	<b>339.70</b>
	<b>Total A+B+C</b>	<b>85,139.40</b>
<b>D</b>	<b>Centage charges on works to be carried out by UKPJN</b>	
	Cost of project preparation @4% as per NGRBA	3,401.01
	Cost of Supervision (Contingencies) @4%	3,401.01
	<b>Total D</b>	<b>6,802.03</b>
	<b>GRAND TOTAL (A+B+C+D)</b>	<b>91,941.43</b>



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Prepared By

Recommended by

*Rachna*  
Computer  
(E, M & E Civil)

*[Signature]*  
AE Civil

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AE E&M

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EE (E&M)

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EE Civil

Recommended By

Forwarded by

*[Signature]*  
Superintending Engineer  
(Civil)

*[Signature]*  
Superintending Engineer  
(E&M)

Chief Engineer. (KUMAR)  
UK Pajjal Nigam



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Annex - 12

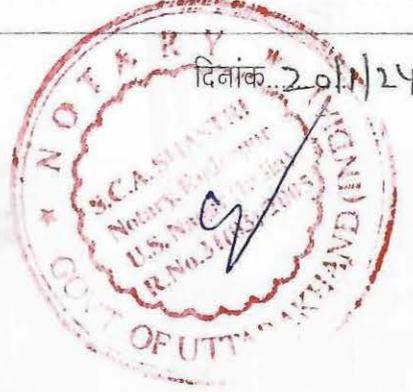


क्षेत्रीय कार्यालय  
उत्तराखण्ड प्रदूषण नियंत्रण बोर्ड,  
चामुण्डा काम्पलैक्स, रामनगर रोड़  
काशीपुर, उधमसिंहनगर।

पत्रांक- यू.के.पी.सी.बी./आर.ओ.के./ए-83/24/595

सेवा में,

नगर आयुक्त,  
कार्यालय नगर आयुक्त, नगर निगम,  
रुद्रपुर, उधमसिंहनगर।



विषय- मा0 एन.जी.टी. द्वारा O.A. No.-446/2023-Rambabu Vs Nagar Nigam Rudarpur & Anr. के सम्बन्ध में पारित आदेश दिनांक 22.12.2023 के अनुपालन आख्या उपलब्ध कराने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक आप अपने पत्रांक 1095/2/एन.जी.टी./2023-24 दिनांक 30.12.2023 का सन्दर्भ ग्रहण करना चाहें।

उक्त के क्रम में वांछित सूचनायें संलग्न कर अग्रिम आवश्यक कार्यवाही हेतु सादर प्रेषित है।

संलग्नक-उपरोक्तानुसार।

भवदीय,

20/1/2024

कृते क्षेत्रीय अधिकारी(प्र0)

प्रतिलिपि-जिलाधिकारी महोदय, उधमसिंहनगर को सूचनार्थ सादर प्रेषित।

कृते क्षेत्रीय अधिकारी(प्र0)

SMA (6/10)

नगर आयुक्त

गर निगम रुद्रपुर (ऊ.सिं.नगर)

20/1/24

**Subject: Required information/details regarding Order of Honourable NGT in the matter of OA No. 466/2023- Rambabu V/s Nagar Nigam Rudrapur & Anr.**

**I. Liquid Waste Generation/disposal from the Industries:**

Number of Industries	Mode of Discharge	Liquid waste Treatment system	Discharge/Disposal Detail
298	River /Surface Water Body Discharge	297 Units having Primary Treatment Facility for the primary treatment of its domestic /Process effluent & further connected with CETP for final treatment & disposal of such effluent. 01 Unit having own Primary, Secondary & Teritiary Treatment facility for treatment of its Domestic & Process effluent.	Treated effluent of such Industrial Units is being discharge into River Kalyani/Begul i.e. recipient water body.
140	Recycling within premises & Land discharge for Gardening/Horticulture	Having own Primary, Secondary & Teritiary Tretment system for the treatment of its domestic /Process effluent.	Treated effluent of such Industrial Units is being recycled & utilized within process/Horticulture activity.

**II. Water Quality of Recipient River /Water Body- River Kalyani**

Latest upstream/Downstream Water Quality Report (December 2023)

S. N	Monitoring Location	pH	D.O (mg/l)	BOD (mg/l)	COD (mg/l)	TDS (ppm)	Total Coliform (MPN/100 ml)	Fecal Coliform (MPN/100 ml)
1	River Kalyani U/S Pantnagar Industrial Area, U.S.Nagar	7.30	6.20	2.40	12	253	430	350
2	River Kalyani D/S Pantnagar Industrial Area, U.S.Nagar	7.0	1.60	30	196	333	1600	920

\*River Quality standards attached.

**Note- River Kalyani is identified as Polluted River Stretch and covered under the River Rejuvenation Programme by the State River Rejuvenation Committee constituted in compliance of Honorable NGT order dated 20.09.2018, 19.12.2028, 08.04.2019 in the matter of O.A.No. 673/2018.**

Action plan for rejuvenation of river Kalyani has been prepared by State Pollution Control Board and approved by CPCB/State Government.

Action Plan is under Implementation phase. Municipal drains have been identified and tapping of Drains/Nalla & construction of Common Sewage Treatment Plant (CSTP) is under process. Work is executed by Utrakahnd PeyJal Nigam as directed under the Approved Action Plan.

## 93. Primary Water Quality Criteria for Bathing Waters.

In a water body or its part, water is subjected to several types of uses. Depending on the types of uses and activities, water quality criteria have been specified to determine its suitability for a particular purpose. Among the various types of uses there is one use that demands highest level of water quality or purity and that is termed as "Designated Best Use" in that stretch of water body. Based on this, water quality requirements have been specified for different uses in terms of primary water quality criteria. The primary water quality criteria for bathing water are specified along with the rationale in table 1.

Table 1.

**PRIMARY WATER QUALITY CRITERIA FOR BATHING WATER**  
(Water used for organised outdoor bathing)

CRITERIA	RATIONALE
1. Fecal Coliform MPN/100 ml: 500 (desirable) 2500 (Maximum Permissible)	To ensure low sewage contamination. Fecal coliform and fecal streptococci are considered as they reflect the bacterial pathogenicity.
2. Fecal Streptococci MPN/100 ml: 100 (desirable) 500 (Maximum Permissible)	The desirable and permissible limits are suggested to allow for fluctuation in environmental conditions such as seasonal change, changes in flow conditions etc.
2. pH: Between 6.5 -8.5	The range provides protection to the skin and delicate organs like eyes, nose, ears etc. which are directly exposed during outdoor bathing.
3. Dissolved Oxygen: 5 mg/l or more	The minimum dissolved oxygen concentration of 5 mg/l ensures reasonable freedom from oxygen consuming organic pollution immediately upstream which is necessary for preventing production of anaerobic gases (obnoxious gases) from sediment.
4. Biochemical Oxygen demand 3 day, 27°C: 3 mg/l or less	The Biochemical Oxygen Demand of 3 mg/l or less of the water ensures reasonable freedom from oxygen demanding pollutants and prevent production of obnoxious gases";

