

BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI

REPLY ON BEHALF OF RESPONDENT NO.4

IN

ORIGINAL APPLICATION NO.53 of 2024

IN THE MATTER OF

FARHA KHAN

.....APPLICANT.....

Versus

STATE OF UTTAR PRADESH and ORS

.....REPOONDENTS

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DATE :- 24.6.2024

*RAUNAK PAREKH*

**RAUNAK PAREKH**  
**COUNSELS FOR THE RESPONDENT NO.6**  
 Basement No.2, Block B3,  
 Manu Apartment, Mayur Vihar-1, Delhi-91  
 ENROLLMENT NO.:- UP/117/2011  
 PH. NO. 9919024666  
 Email: raupar1986@gmail.com

**RAUNAK PAREKH**  
 Advocate  
 Mobile: 9919024666  
 Email ID: raupar1986@gmail.com  
 Reg. No: UP/117/11

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BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI

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REPLY ON BEHALF OF NAGAR PALIKA PARISHAD MUZAFFARNAGAR  
(RESPONDENT NO.4)

**MOST RESPECTFULLY SHOWETH:**

1. That the present Reply is being filed on behalf on Nagar Palika Parishad Muzaffarnagar, (Respondent No.4).
2. That before replying to the contents of the Application it is necessary to bring out certain facts regarding on-going projects regarding Solid Waste Management, which were initiated by State Government as well as Nagar Palika Parishad Muzaffarnagar.
3. That the Memorandum of Understanding (MoU) between the Government of Uttar Pradesh (GoUP) and the Government of the Netherlands, signed by Sri Deepak Singhal and H.E. Alphonsus Stoelinga, aims to enhance collaboration in various sectors. Key areas include solid waste management, urban and regional planning, water management, mobility planning, energy efficiency,

sewerage, land reclamation in the Ganga Basin, agriculture, dairy, horticulture, smart city development, cultural heritage, and cycle track infrastructure.

4. That the cooperation methods involve mutual participation in projects, capacity-building programs, knowledge exchange through meetings, conferences, workshops, and educational trips, and promoting public-private partnerships. The MoU, valid for three years unless terminated earlier with three months' notice, seeks to strengthen bilateral relations and development efforts between Uttar Pradesh and the Netherlands based on mutual benefit and equivalence. The copy of MoU dated 14<sup>th</sup> July 2016 is marked and annexed as '**Annexure A1**'
  
5. That the Memorandum of Understanding (MOU) between the Government of Uttar Pradesh, India, and the Netherlands Government through the Embassy of the Kingdom of the Netherlands in New Delhi, initially signed on July 14, 2016, aimed to strengthen collaboration based on equivalence and mutual benefit, addressing practical needs. The original MOU was valid until July 13, 2019, but due to ongoing activities and the need for continued cooperation, it was extended for an additional five years, until July 13, 2024. Building on this MOU, a partnership declaration was made between the two governments, represented by their respective officials, to develop a public-private program aimed at cleaning the Hindon River and other parts of the Ganga basin. This collaboration focuses on waste management, water management, and governance structures, starting with feasibility studies for various Waste-to-Wealth projects in the Hindon river basin, beginning with projects in Ghaziabad and Muzaffarnagar, with potential extensions to other locations. The joint technical working group, chaired by the Principal Secretary for Urban Development and Clean Ganga of GoUP, will oversee these projects. Key components include innovative waste management solutions with an estimated investment of up to 200 million Euros, support from Dutch companies and concessional loans, and the provision of necessary permissions and land by GoUP. The generated power will be bought by the UP State Electricity Board, and Detailed Project Reports will be prepared and implemented promptly. This declaration underscores the intent to enter a collaborative relationship to

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achieve shared objectives in environmental sustainability. The copy of extended MoU as well as Declaration of Partnership are collectively filed as **Annexure A2**.

6. That on 5.7.2018 from the Office General Manager, Construction and Design Services, U.P. Jal Nigam, a tender was called outlining the Uttar Pradesh Solid Waste Management Policy. It called for private participation in solid waste management through long-term land leases (25-30 years) at Rs. 1 per sq meter per year. Proposals are invited from private entities, NGOs, or organizations for projects without financial assistance from the government. The provided land must be used solely for approved activities, and essential infrastructure will be provided by the Urban Local Body (ULB). Developers can profit from the products and by-products of waste management.
7. That the proposal, dated July 27, 2018, is for a solid waste management project in the Hindon river basin, Western Uttar Pradesh. It is submitted by a consortium including GC International (Netherlands), Trinity Natural Gas Pvt. Ltd. (India), and Nijhuis Industries (Netherlands), in partnership with the Dutch government. The project aims to manage solid waste in Ghaziabad, Greater Noida, Noida, and Muzaffarnagar, as part of the Waste to Wealth program under a MoU between the governments of Uttar Pradesh and the Netherlands.
8. That the said proposal includes two projects a) Project One: Establishes a waste management plant in Ghaziabad, Greater Noida, and Noida, processing 1,800 tons of daily waste plus 500 tons from Ghaziabad dumpsite. The plant will produce compost, recover plastics and metals, and generate 35 MW of electricity through incineration, using advanced flue gas treatment to meet EU standards; b) Project Two: Develops a plant in Muzaffarnagar to manage 750 tons of daily waste, producing compost and 13 MW of electricity. The consortium will leverage Dutch technology and involve Indian contractors, aiming for financial viability through public and private investments, ensuring a sustainable and circular waste management approach. The proposal emphasizes a public-private partnership to enhance waste management

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efficiency and promote resource recovery. The copy of the Proposal dated 27<sup>th</sup> July 2018 is marked and annexed as **Annexure A3**.

9. That on 5.11.2018, the Government of Uttar Pradesh has issued a Letter of Acceptance to M/s GC International and the Honorary Consul of the Kingdom of the Netherlands for setting up waste-to-energy plants in Ghaziabad, Noida, and Muzaffarnagar. This follows the UP Solid Waste Management Policy, which encourages private participation without financial assistance, offering land on long-term lease at minimal rent. The policy mandates specific conditions, including land use restrictions and the provision of infrastructure by the Urban Local Bodies (ULBs). The project proponents must complete all activities within 36 months of the letter's issuance. The letter also outlines coordination and procedural steps for the involved parties to ensure smooth implementation of the project. The copy of the letter of acceptance dated 5.11.2018 is marked and annexed as '**Annexure A4**'
  
10. The letter, dated November 20, 2018, is addressed to Mr. Manoj Kumar Singh, Principal Secretary of the Department of Urban Development, Uttar Pradesh. It acknowledges the acceptance of a proposal to set up Waste to Energy (W2E) plants in Ghaziabad and Muzaffarnagar. The key activities include securing land (35-40 acres in Ghaziabad and 25 acres near the paper mill cluster in Muzaffarnagar), arranging workshops with stakeholders, finalizing land lease and waste supply agreements, integrating waste from the paper mill cluster, and setting up power purchase agreements. The letter requests support in land lease agreements, workshop participation, waste supply guarantees, and permit procedures to expedite project completion within 36 months. A workshop is proposed for December 2018 to align on roles, responsibilities, and project timelines. The letter seeks confirmation of participation and support from Mr. Singh and his team. The copy of the letter dated 20.11.2018 is marked and annexed as **Annexure A5**
  
11. That vide letter dated 23.11.2021 the original time period of 36 months which is mentioned in Letter of Acceptance dated 5.11.2018 is extended for another 18 months. The company G.C. International requested a 24-month extension vide

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letter dated 17.10.2022, for the project due to the unavailability of the required land bank. After due diligence, the request was approved, and the timeline was extended by 24 months from the handover date of the appropriate land, as mentioned in the Letter of Acceptance dated 5 November 2018. The copy of the letter dated 23.11.2021 as well as 20.3.2023 for extension of time are collectively marked and annexed as **Annexure A6**.

12. That vide letter dated February 21, 2023, Director of GC International BV, proposed a power purchase agreement (PPA) for municipal solid waste (MSW) based power. GC India Solutions Private Limited is developing two waste-to-energy plants in Ghaziabad and Muzaffarnagar, envisioned during a meeting between Prime Minister Narendra Modi and the Prime Minister of the Netherlands in 2017. Various agreements and partnerships have been established between the UP government and the Netherlands to support these projects. Each plant will process around 2300 tons per day of MSW and generate 25-30 MW of power. The total investment for the projects is approximately 300 million USD. GC India Solutions seeks to finalize a PPA with UPPCL to supply power at prevailing tariff rates during the project's commissioning. The copy of letter dated 21.2.2023 is marked and annexed as **Annexure A7**.

13. That vide letter dated 12.5.2023, Uttar Pradesh Power Corporation Limited wrote a letter to Chief Secretary, Urban Planning Department informing that M/s GS International, Netherlands can set up municipal solid waste plants of installed capacity of about 25-30 MW each in Hapur and Muzaffarnagar under Waste to Energy and sell the energy produced therein to the State Power Corporation Limited. Further stating that M/s GS International can set up plants at the fixed rates mentioned in the said letter and also agrees to sign a power purchase agreement for purchasing municipal solid waste based energy under Waste to Energy Project. The copy of the letter dated 12.5.2023 is marked and annexed as **Annexure A8**.

14. That the Lease Deed, signed on October 19, 2023, between Nagar Palika Parishad, Muzaffarnagar, Uttar Pradesh ("Lessor"), and GCIND Solutions

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Private Limited ("Lessee"), outlines the lease of 19.446 hectares of land for establishing a Waste to Energy (WTE) plant. This plant will process 1750 tons of solid waste daily, generating approximately 30 MW of power to be exported to the grid. The lease agreement is for 30 years, commencing from the signing date. The annual rent is set at Rs. 1,94,460, replacing a previous, void lease agreement from 2019. The land is to be used exclusively for the WTE project. The GCIND Solutions is permitted to carry out necessary construction, including renovations and demolitions, to fulfill the project requirements. The Lessor commits to securing the premises with adequate fencing and ensuring the site is free from pollution and other environmental damages. The copy of the lease deed dated 19.10.2023 is marked and annexed as **Annexure A9**

15. That Nagar Palika Parishad Muzaffarnagar, proposed for project of segregating solid waste under 15<sup>th</sup> Finance Commission. But the said proposal was rejected. It is necessary to point out that undertaking these huge projects cannot be implemented without financial support from the State Government. The copy of the Minutes of the meeting dated 4.8.2023 regarding proposals received from Nagar Palika Parishad Muzaffarnagar in respect of the amount of Tied Grant received under 15<sup>th</sup> Finance Commission is marked and annexed as **Annexure A10**. The details of proposals/works submitted by Nagar Palika Parishad, Muzaffarnagar are mentioned in column-6 and the decision of the District Level Committee is mentioned in column-7. Item no.1 was regarding segregation of solid waste and the said proposal was rejected on the directions of the Chief Secretary, Government of U.P.

16. That Nagar Palika Parishad Muzaffarnagar had notified and called for e-tender via notification 27 September 2023. The e-tender was called under the Swachh Bharat Mission, and in compliance of government order number PMU/2315/429(12)2018 dated 7th June 2019 which was passed for solid waste management. According to the e-tender dated 27 September 2023 the start date of downloading the e-tender was 29th September 2023 10:00 a.m. and the last date is 18th October 2023 3 p.m. The starting date of submission of the e tender date is 29 October 2023 10:00 a.m.

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17. That the said e-tender was invited under Municipal Solid Waste Management 2016 for door-to-door garbage collection from all the wards and commercial establishments of the city, disposal of garbage from secondary points, transportation of garbage to processing plant/dumping ground and collection of user fees. But no one participated in this e-tender, and therefore it elapsed. The copy of the e-tender is marked and annexed as **Annexure A11**
18. That Nagar Palika Parishad, Muzaffarnagar again proposed and asked for approval for obtaining the rate per tonne through tender for disposal of only 50,000 tonnes of legacy waste as against approximately 7.5 lakh tonnes of legacy waste available at the garbage disposal site located at Kidwai Nagar. But the said proposal was again refused. This fact is apparent from the minutes of the meeting held on 22.2.2024. The copy of the Minutes of the meeting dated 22.2.2024 is marked and annexed as **Annexure A12**

#### **REPLY TO THE APPLICATION**

19. That in Nagar Palika Parishad Muzaffarnagar daily solid waste generated is collected from all 55 wards, which is segregated at the point of collection and accordingly dry and wet waste are sent for further processing.
20. That on 14.10.2020 Nagar Palika Parishad entered into an agreement with ROLLZ India Waste Management Pvt Ltd for repairing the plant which was established by A2Z located at Kidwai Nagar and also to process the waste @ Rs. 297 per MT. The copy of the agreement dated 14.10.2020 is marked and annexed as **Annexure A13**. The said company initiated the work of repairing the plant established by A2Z previously, but unfortunately ROLLZ India waste Management left the job in between and failed to complete the term period of the agreement. Nagar Palika Parishad issued several letters to ROLLZ India Waste Management Pvt Ltd initially requesting them and then issued warnings and ultimatums. The copy of such letters dated 07.06.2021, 13.04.2022, 25.04.2022 and 10.08.2023 are marked as **Annexure A14**. The answering respondent is annexing only 3 letters to demonstrate that all possible efforts have been made on part of Nagar Palika Parishad.

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21. That on 07.01.2022 Nagar Palika Parishad through Executive Officer entered into tri-partite agreement with C&D Services, Uttar Pradesh Jal Nigam and M/s 'Environmental Techno & M/s Daya Charan and Company' for disposal of legacy waste. The period of agreement was of eight months. The copy of the agreement is marked as **Annexure A15**. As per the agreement the company shall process legacy waste at Prempuri near Machli Talab and Kidwai Nagar. The agreement was for disposal of 224655 MT Legacy Waste. The contract was completed by the Company.
22. That now GC International has undertaken to process legacy waste free of cost. GC intention vide letter dated 9.6.2024 has shown its interest to process legacy waste as well as fresh waste at no cost. The copy of the letter dated 9.6.2024 is marked and annexed as **Annexure A16**. The action plan is marked and annexed as **Annexure A17**.
23. The Door-to-Door collection of MSW is being operated by NPP Muzaffarnagar. For effective collection of MSW, vehicles being used are Mini Tipper - 72 nos. and Tricycle - 77 nos. The domestic waste is being segregated at the MRF centre of 05 TPD capacity located at Roorkee Chungi at Roorkee road. There is no temporary dumping sites in NPP, Muzaffarnagar, only secondary collection point was established from where waste is collected and sent to dumpsite at Kidwai Nagar. Disposal of MSW sent to Kidwai Nagar site was done by MSW processing plant which was operated by third party and currently non-operational after the contracts ends, the details of the contract is mentioned in the foregoing paragraphs.
24. The process of re-tender regarding operationalization of MSW processing, plant of 120 TPD capacity was on hold due to Lok Sabha Election 2024 and effective Model code of conduct. As the Model code of conduct is ineffective/ends the process of tendering is taken up by NPP Muzaffarnagar and will be completed within one month. Accordingly, after the tendering process and administration approval and sanction process will be completed the MSW plant will be fully operational by August 2024. Currently the dry waste collected is segregated in MRF and non-recyclable waste collected is sent in

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covered tipper to the dumping ground and placed separately. The wet waste collected is treated in composting. The Answering Respondent is also annexing few photographs demonstrating that construction work is ongoing at site area of waste to energy plant. The photographs are annexed as **Annexure A18**

25. The Report dated 13.6.2024 of Nagar Palika Parishad demonstrate each and every details regarding disposal of Municipal Solid Waste. The copy of the Report dated 13.6.2024 is marked and annexed as **Annexure A19**.

26. That on 22.6.2024 e-tender was invited and the notice/advertisement was published in the newspaper on 23.6.2024. The tender was in relation for processing and disposal of solid waste. The period for submitting e-tenders is from 24.6.2024 till 13.7.2024. the tender will be opened on 13.7.2024 at 4pm. The copy of the newspaper cutting, dated 23.6.2024 is marked and annexed as **Annexure A20**.

27. That in the end it is necessary to mentioned that municipal bodies, even though being autonomous bodies cannot function without control of the State Government. Every decision regarding any policy taken by municipal body is continuously monitored by state government. This reality is not only a mere fact but rather it is enacted law. The State Government excises its control over local municipal bodies through section 2 of "The Uttar Pradesh State Control over Public corporation act of 1975". The copy of this act is marked as **Annexure A21**

28. It is humbly prayed that the present Reply along with Report dated 13.6.2024 be taken on Record.

  
अधिसारी अधिकारी  
NAGAR PALIKA PARISHAD, MUZAFFARNAGAR

NAGAR PALIKA PARISHAD, MUZAFFARNAGAR  
THROUGH EXECUTIVE OFFICER

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BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI

AFFIDAVIT ON BEHALF OF RESPONDENT NO.4

IN

ORIGINAL APPLICATION NO. 53 of 2024

**IN THE MATTER OF**

FARHA KHAN

.....Applicant

VERSUS

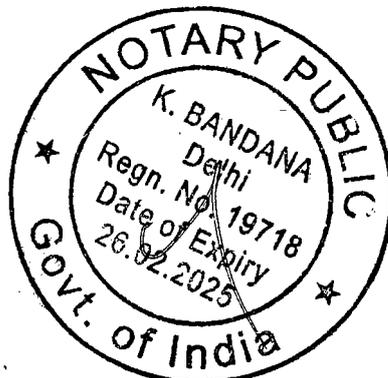
STATE OF UTTAR PRADESH AND ORS.

.....Respondents

**AFFIDAVIT**

I, Pragya Singh aged about 38 years W/O Pawan Kumar Singh working as Executive Officer of Nagar Palika Parishad, Muzaffarnagar, Uttar Pradesh, residing at Executive Officer Government Houses, South Civil Line, Muzaffarnagar present at New Delhi do hereby state on oath and declare as under :

1. That I am the Executive Officer of Nagar Palika Parishad, Muzaffarnagar, Uttar Pradesh in the above-mentioned matter and as my official capacity. I am well conversant with the facts of the case hence competent to swear this affidavit.
2. That I was transferred to Muzaffarnagar and I took charge as Executive Officer, Nagar Palika Parishad, Muzaffarnagar on 16.02.2024.
3. That I have read and understood the accompanying reply paragraph to , along with Annexures, which has been prepared by the lawyer upon my instructions. I say that whatever is stated therein are true and correct on the basis of documents available on record and to the best of my knowledge and belief.
4. That the Annexures are True Copies of their original.



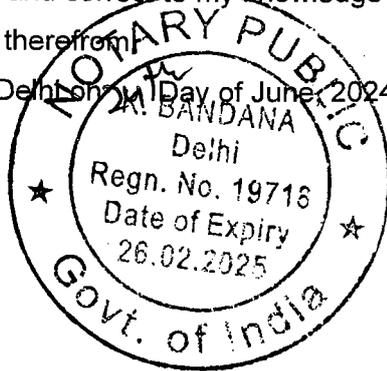
अधिसासी अधिकारी  
नगर पालिका परिषद  
DEPONENT  
मुजफ्फरनगर

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Verification:

I, above named deponent do hereby verify that the contents of the above affidavit are true and correct to my knowledge and belief. Nothing material has been concealed therefrom

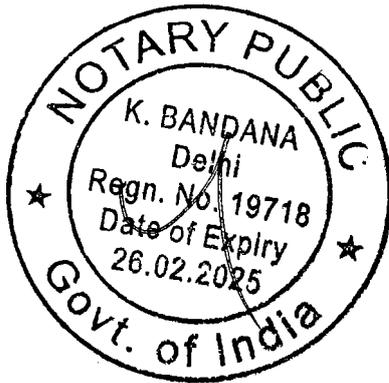
Verified at New Delhi on 21 Day of June, 2024.



अध्यास अधिकारी  
DEPONENT  
नगर पालिका परिषद  
मुंबई

M. P. Adu  
24/6/24  
**IDENTIFIED**

24 JUN 2024



**ATTESTED**  
**NOTARY PUBLIC DELHI**  
Govt. of India  
Mob.: 9654768498



## Memorandum of Understanding



The Government of Uttar Pradesh acting through, Sri Deepak Singhal, Chief Secretary and Industrial Development Commissioner (hereinafter referred to as "GoUP")

And

The Netherlands Government acting through the Embassy of the Netherlands, New Delhi, India through H.E. Alphonsus Stoelinga, Ambassador of the Netherlands to India (hereinafter referred to as "Government of the Netherlands");

Hereinafter collectively referred to as Parties;

Have reached the following understanding:

### **Article 1: Objective of MoU**

The objective of this MoU is to strengthen the collaboration between the GoUP and Government of the Netherlands on the basis of equivalence and mutual benefit, taking into account the practical needs of the Parties.

### **Article 2: The Parties agree to cooperate in following areas:**

- i. Solid Waste Management (Inclusive of Municipal and Hospital Waste);
- ii. Spatial planning, Urban and regional planning, city development plan and infrastructure;
- iii. Water management in terms of water supply, sanitation and governance structures Including Restoration of water bodies;
- iv. Mobility planning, transport management and transport systems and infrastructure;
- v. Energy-efficiency both in Industry and built up environment;
- vi. Sewerage and Effluents treatment;
- vii. Reclamation of 1500 acres of land in Ganga Basin at Kanpur;
- viii. Agriculture, Dairy and Horticulture;
- ix. Development of Smart Cities in Uttar Pradesh
- x. Cultural heritage and
- xi. Cycle tracks infrastructure development in various cities of Uttar Pradesh.



### Article 3: METHODS OF COOPERATION -

The methods of cooperation by the Parties to the MoU may include:

- i. Promoting mutual participation in relevant projects and programmes;
- ii. Stimulating development and exchange of capacity building programs/training, exchange of training groups and other activities for the purpose of academic and applied research and training;
- iii. Promoting the exchange of knowledge and expertise through meetings, conferences, workshops and exposure visits etc. and sharing best practices in the fields, mentioned in Article 2 above;
- iv. Promoting the exchange of educational trips and experts;
- v. Stimulating activities to promote development and exchange of knowledge and expertise and/or
- vi. Promoting public private partnerships.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this MoU on this 14<sup>th</sup> day of July 2016 in two originals in the English language.

3 - This Memorandum of Understanding shall remain in force for a period of 03 (three) years unless terminated earlier by either Party by giving at least 03 (three) months advance notice to other.

Signatory: \_\_\_\_\_

H.E. Alphonsus Stoelinga  
Netherlands Ambassador to India  
For and on behalf of  
"Government of the Netherlands"

Signatory: \_\_\_\_\_

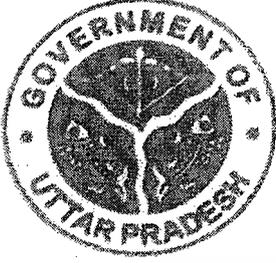
Deepak Singhal,  
Chief Secretary  
For and on behalf of  
"Governor of Uttar Pradesh"

Witnesses - Name & Address

1. Buland Michiel Beekun  
Netherlands Embassy  
New Delhi
2. [Signature] SHARAD THADANI  
TEHRAN CONSUL

Witnesses- Name & Address

1. Kanchan Verma, Lucknow
2. [Signature] (G.S. NAVEEN KUMAR)



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ANNEXURE-A2



**Extension of Memorandum of Understanding  
Between  
The Government of Uttar Pradesh  
and**

**The Netherlands Government through the Embassy of the Kingdom of the  
Netherlands in New Delhi**

In pursuance of the Memorandum of Understanding signed on 14<sup>th</sup> July 2016 between the Government of Uttar Pradesh and the Government of The Netherlands through the Embassy of the Kingdom of the Netherlands in New Delhi, the objective of this MOU is to strengthen the collaboration between the Government of Uttar Pradesh and the Government of the Netherlands on the basis of equivalence and mutual benefit and taking into account the practical needs of the parties.

The validity of the existing MOU was up to 13<sup>th</sup> July 2019.

Considering the ongoing activities and the felt need of continuing cooperation between both the Parties to the MOU, it has been jointly decided and recommended that the MOU in its entirety be extended beyond 13<sup>th</sup> July 2019 for a further period of 5 Years i.e. till 13<sup>th</sup> July 2024.

In witness thereof, being duly authorized by their respective Authorities, the parties affix their signatures below

Signatory: \_\_\_\_\_

H.E. Marten van den Berg

Netherlands Ambassador to India

For and on behalf of

"Government of The Netherlands"

Signatory: \_\_\_\_\_

Dr. Anup Chandra Pandey

Chief Secretary

For and on behalf of the

"Government of Uttar Pradesh"

  
HONORARY CONSUL

  
R.K. SINGH  
P. Secy, Industrial Development  
Govt

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Kingdom of the Netherlands



## PARTNERSHIP DECLARATION

This partnership declaration is made between State Government of Uttar Pradesh, duly represented by its Principal Secretary, Department of Urban Development and the Project Director, State Project Management Group - National Mission on Clean Ganga) Mr. Manoj Kumar Singh (hereinafter referred to as "GoUP")

and

Government of The Netherlands, duly represented and acting through the Manager Projects and Operation, Netherlands International Works, under The Netherlands Enterprise Agency, Mr. Arthur van Leeuwen (hereinafter referred to as "Government of NL"), jointly referred to as "partners".

### Taking into account

- a) the Memorandum of Understanding signed on 14<sup>th</sup> of July 2016 between State Government of Uttar Pradesh and Government of The Netherlands covering collaboration in the fields of solid waste management, water management, sewage and effluent treatment, governance structures and other areas of common interest (ANNEXURE 1); and
- b) the proposed Waste to Wealth resources recovery concept for Ganga and Hindon rejuvenation as laid down in attached background note (ANNEXURE 2); and
- c) the outcomes of recent conversations between the Chief Secretary of Uttar Pradesh, Principal Secretaries of relevant departments of GoUP and delegates of the Government of The Netherlands and private sector parties on 13<sup>th</sup> of April 2018 and 4<sup>th</sup> of May 2018 respectively (ANNEXURE 3);

the partners hereby confirm their mutual interest to jointly develop a public-private program to clean up Hindon and other parts of Ganga basin, starting with feasibility studies for several bankable Waste-to-Wealth projects in the Hindon river basin.

For this purpose, the partners agree to establish a joint technical working group:

- A. Purpose of the working group is to guide the (pre-) feasibility phase of initial Waste-to-Wealth projects and jointly design a wider public-private program to scale up the efforts with the aim to clean pollution in the Hindon and other parts of the Ganga basin.
- B. The working group will be chaired by the Principal Secretary for Urban Development and Clean Ganga of the GoUP. Other members from UP government to be appointed by Chief Secretary. Key players will include the Manager Projects and Operation of Netherlands International Works (Government of NL), CEO of GC International and other representatives of Dutch government and Dutch/Indian private sector.

Manoj Kumar Singh / 20

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Kingdom of the Netherlands



- C. Bi-annual meetings will be held at high level to guide and steer the public-private program development and implementation. Regular meetings will be held at operational level as and when required to ensure swift progress.

Furthermore, partners agree on following points:

- a) The Dutch public and private parties jointly offer the UP Government to clean solid and liquid waste at Hindon and Ganga towns through innovative bankable business models and technology for Waste to Wealth projects. Initial projects with an estimated investment amount of up to 200 million Euros (equal to INR 1,600 crore) are proposed to focus on waste management solutions for the towns of Ghaziabad and Muzaffarnagar, potentially extended later to (Greater) Noida and/or other locations in the Hindon basin;
- b) The Government of The Netherlands is partnering with a consortium of companies led by GC International, including Nijhuis Industries Holding, Trinity Natural Gas Pvt. Ltd., Siemens India and other partners, and will support provision of concessional loans and to the extent possible grants/subsidy to the units. To conduct feasibility studies on above mentioned project sites followed by design and implementation of Waste to Value (W2V) plants by the consortium;
- c) The feasibility studies will be a product of cooperation between the GoUP, The Government of NL and the consortium of companies. This cooperation will only become successful and lead to investments if the partnership can operate under a certain exclusivity, to be granted by the GoUP. The Waste-to-Wealth plants will be designed, installed and operated based on viable business models without investments from Uttar Pradesh or the Government of India
- d) The GoUP will assist to access available data related to above project locations and facilitate partners of the consortium to interact with relevant parties, including officers of government department and agencies;
- e) Required permissions and no-objections will be provided by GoUP and local authorities as per applicable rules and regulations;
- f) Required land will be made available on mutually agreed terms and conditions for setting up the projects based on the feasibility study as well as discussions between the working group partners;
- g) Solid and liquid waste streams will be ensured by UP State and local authorities from respective urban / industrial areas to the project site / plant (amounts, locations and transportation means to be specified through feasibility study);
- h) Power generated by the Waste-to-Wealth plants as designed, built and operated by the private consortium will be bought by UP State Electricity Board against rates and for minimum period to be jointly negotiated between them.
- i) The Detailed Project Reports for the projects envisaged should be prepared expeditiously and the same should be implemented in a time bound manner.

Manoj / 3

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Kingdom of the Netherlands



Additional agreements may be required to be signed between private parties and GoUP to specify negotiated terms and conditions for the Waste to Wealth projects.

Undersigned are fully aware that the signature of this Partnership Declaration is not legally binding to each other, but rather represents the interest and intention to enter into a collaborative relationship for the purpose of furthering common interests and collective efforts.

**GOVERNMENT OF UTTAR PRADESH**

Name: MANOJ KUMAR SINGH Manoj  
Title: Principal Secretary, V.O. - 23.5.2018

**GOVERNMENT OF THE NETHERLANDS**

Name: ERIC VAN KOOIJ  
Title: Managing Director

**WITNESSED BY:**

**GHAZIABAD NAGAR NIGAM**

Name: C.P. SINGH  
Title: MUNICIPAL COMMISSIONER, MC, GHAZIABAD (U.P.)

**MUZAFFARNAGAR NAGAR PALIKA**

Name: VIKAS SAINI  
Title: EXECUTIVE OFFICER

**EMBASSY OF THE NETHERLANDS IN NEW DELHI**

Name: Michael Binken  
Title: Head of Business Unit

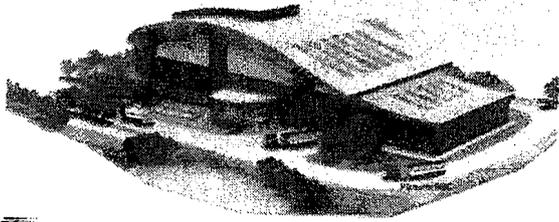
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## ANNEXURE- A3

Date: 27 July 2018

## Project proposal

Solid waste  
management in ULB's of  
the Hindon river basin,  
Western Uttar Pradesh



Submitted to the offices of  
Urban Development Authority,  
UP State Government and  
Construction and Design  
Services, UP Jal Nigam.

Letter No.: 383/GM\_N-8/KARYA-10/87

*Proposed by*

*GC International, Netherlands, in cooperation  
with*

*Trinity Natural Gas Pvt. Ltd., India,*

*Nijhuis industries, Netherlands*

*In Partnership with the Government of The  
Netherlands represented by the Embassy of the  
Government of The Netherlands in India.*



**Trinity**  
Natural Gas Private Ltd



Kingdom of the Netherlands

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## Introduction

This proposal is submitted to the State Government of Uttar Pradesh in response to the State Government's invitation to submit Expressions of Interest (No.: 383/GM\_N-8/KARYA-10/87 – NOTICE INVITING PROPOSAL FOR SOLID WASTE MANAGEMENT).

The proposal is part of the the Waste to Wealth program for which the Government of Uttar Pradesh has signed a Partnership Declaration with the Government of the Kingdom of the Netherlands. The Partnership Declaration falls under the MoU both Governments have signed in .... The declaration is attached to this proposal. The Indian Dutch Consortium of Companies, GCI, Trinity Natural Gas Pvt. Ltd. and Nijhuis Industries, has a partnership with the Government of the Kingdom of the Netherlands to develop public private solutions to waste management challenges within the Hindon-Ganga basin.

Our proposal will first describe Project One: A solid waste management solution for the ULB's of Ghaziabad, Greater Noida and Noida, then a solid waste management solution for the ULB of Muzaffarnagar.

## Brief Introduction of Consortium

This proposal for two solid waste management projects in Ghaziabad and Muzaffarnagar is developed by a consortium headed by GCI. The consortium consists of three private partners:

1. Indian company Trinity Natural Gas Pvt. Ltd.
2. Dutch company Nijhuis Industries B.V.
3. Dutch company GC International B.V.

Moreover, public parties are also partners in the project. The Dutch government strongly supports this project by among others public financing, project development, investing in government to government relations and projects with local bodies and state. The public private nature of this proposal is detail below in section 'Public private program Waste to Wealth for Hindon-Ganga'.

### *Area of experience/expertise of GCI*

GCI is the initiating company of the Hindon River Concept that has grown into the Waste to Wealth program. It is now leading the consortium of companies for the Hindon river concept. It has also initiated projects in Assam, regarding Waste to Energy and river management.

GCI's core competence is that it is developing concepts for bankable projects, form a multi-stakeholder team, and then swiftly proceed to the phases of Design, Build, Finance, Operate and Maintenance, for as long as is necessary, in the Netherlands, Africa and Asia. GCI's strength lies in cross sectoral project development in areas such as food, health, technology, real estate, water, energy, innovation, logistics focusing on streamlining value chains making them sustainable and preferably circular. We recently set up a joint venture in Ghana for a



(21)

waste to energy facility in Accra. We are involved in the design and development of an innovative STP in the Netherlands.

CEO of GCI is Mr. Therus Gieling, for the Indian project portfolio Mr. Gerben Timmer will be in charge. He recently joined GCI, being a director for the Waste to Energy section of SIEMENS in the Netherlands. We are also very proud to announce that we have hired our first Indian expert Mrs. Aditi Tally who will be based in the Delhi region.

#### *Area of experience/ expertise Trinity Natural Gas*

The core competence of Trinity Natural Gas lies in establishing State of the Art gas power generation plants and 'waste to value' projects in India at a commercial scale. Trinity knows the energy market, knows how to operate plants. Along with this Trinity has inherent capabilities of mobilizing finance. The company is mostly developing and operating entire Clean Energy supply chains, including energy logistics. Within the consortium these are considered very valuable competences. Trinity is headquartered in Noida, Uttar Pradesh and also has an office in London (UK). Trinity is owning (for 55%) and operating a 225 Megawatt Gas Power Plant in Uttarakhand, is investing in scaling up CNG networks, is investing in the City Gas distribution sector and will be playing a major role during the coming feasibility study in co-designing the waste flows in such a way that it is most beneficial for the energy production of the proposed solid waste management facilities that are part of this proposal.

CEO of the Company is Mrs. Ranjeeta Dutt MCGroarty. She and her team will be working on the projects.

#### *Area of experience/ expertise Nijhuis Industries*

Nijhuis Industries knowledge base is over a hundred years old and is considered as one of the top companies in "the fluid world". They deliver solid solutions for sustainable water use & resource recovery, with the highest level of intelligent innovations across a wide range of industries, in projects on all continents. Nijhuis' core competence is that it offers solid solutions for sustainable water use & resource recovery, with the highest level of intelligent innovations across a wide range of industries.

Although this proposal focuses on the solid waste management, in line with what you have applied for, Nijhuis is full partner in the entire integrated waste management concept and will be an enriching partner for innovating the solid waste chain. CEO of the company is Mr. Menno Holterman who is personally involved in this innovative Waste to Wealth program. Mr. Menno Holterman lived and worked several years in India.

Technical proposal in detail

Current project proposal will develop a waste management plant in Ghaziabad (Project One) and Muzaffarnagar (Project Two). For both the projects land is needed for at least a duration of thirty years. Furthermore we shall need waste delivery contracts with a guaranteed supply for at least 25 years. A purchase contract for 25 years is also needed for a guaranteed buy of electricity for a fixed price.

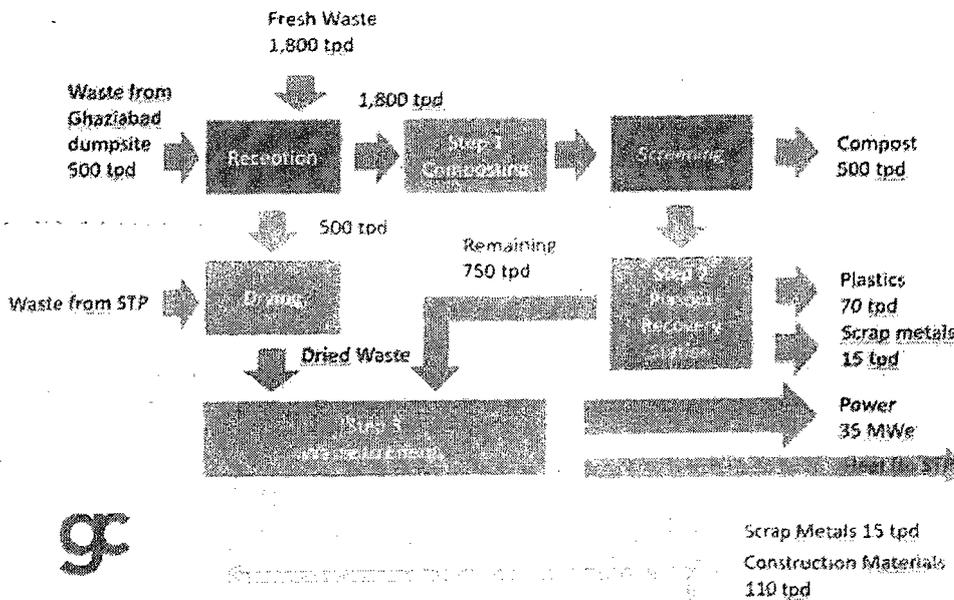
For project development investments during feasibility phase it is required to have exclusivity on each location with each ULB and state government. We plan to start with the feasibility phase in September 2018.

**Project One: Ghaziabad, Greater Noida, Noida**

We see opportunities for a project along the eastern riverside of the Hindon in Ghaziabad (to clear the current dumpsite Pratap Vihar) or just South of Ghaziabad in Greater Noida, to set up a combination with a proposed Sewage Treatment Plant and still start the process of clearing the Pratap Vihar dumpsite of Ghaziabad (8-10 kms away). We are of course open to comparable locations that can facilitate our proposal. The facility we are proposing, processes solid waste in an environmentally clean way. The waste is brought in, processed and what comes out are recycled materials, steam, energy and clean air. The plant will not pollute, its emissions will be cleaner than the air in the Delhi region often is.

For the waste generated from Noida, Greater Noida and Ghaziabad we have estimated the waste generated on a daily basis at 600 tons per day for Noida, 200 tons per day for Greater Noida and 1000 tons per day for Ghaziabad, in total 1,800 tpd. 500 tons per day of waste from the Ghaziabad dumpsite will be added as well.

Because of the large amounts of organic material in the waste the proposal includes a first step of bio-remediation by aerobe composting. In this way the waste will be biologically dried, and when executed in the right way, good quality compost can be produced from the waste.



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After composting there will be a screening where the compost will be separated from the rest of the waste. This will then be moved to a Plastics Recovery Station where recyclable plastics and an important fraction of the metals will be separated.

The waste from the dumpsite is assumed to have used a significant share of the biological activity and will not be composted, this will be dried in a thermal drying facility, using waste heat from the waste to energy plant. It is then mixed with the refuse waste coming from the material recovery station and is then used as fuel in the waste to energy plant. A total of around 1,200 tons of waste is then incinerated and with the high efficiency process around 35 MW of electrical energy will be produced.

After incineration ashes and scrap metal remain as recyclable material. Bottom and fly ash find will be processed to become valuable construction materials like is now the standard procedure in Europe.

The incinerator will be equipped with state of the art Flue Gas Treatment technology. The flue gas from the stack will be cleaner than the surrounding city air. EU emission standards will be followed.

### The Waste to Value Solution: Composting, Material Recovery, Energy.



#### Step 1: Composting

- Composting all waste
- Biological drying
- Produce compost
- Classifier overflow to step 2.

#### Step 2: Plastics Recovery

- Picking Stations
- Sellable plastics
- Remaining stream to step 3:

#### Step 3: Energy

- Waste to Power
- High Efficiency
- Clean Air
- Ashes converted to construction material

The waste to energy plant is envisaged to be connected to a sewage treatment plant to have synergies on energy exchange as well as waste going from STP to W2E plant and effluent water from the W2E plant being treated in the STP. It shall be noted that waste water from the W2E facility will mainly be leachate from the fresh waste, as the remaining systems air mainly dry systems that don't use water.

Of course all ancillary systems such as road works, office buildings, electrical facilities, firefighting equipment and others are part of the proposal.



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For the realization of the plants a lot of technology from the Netherlands and other European countries will be incorporated. However, we are planning to work with Indian contractors and suppliers to the maximum extent in order to have the most cost effective supply chain working for this project. This will also drive the creation of jobs in India in the field of engineering, construction and plant operation.

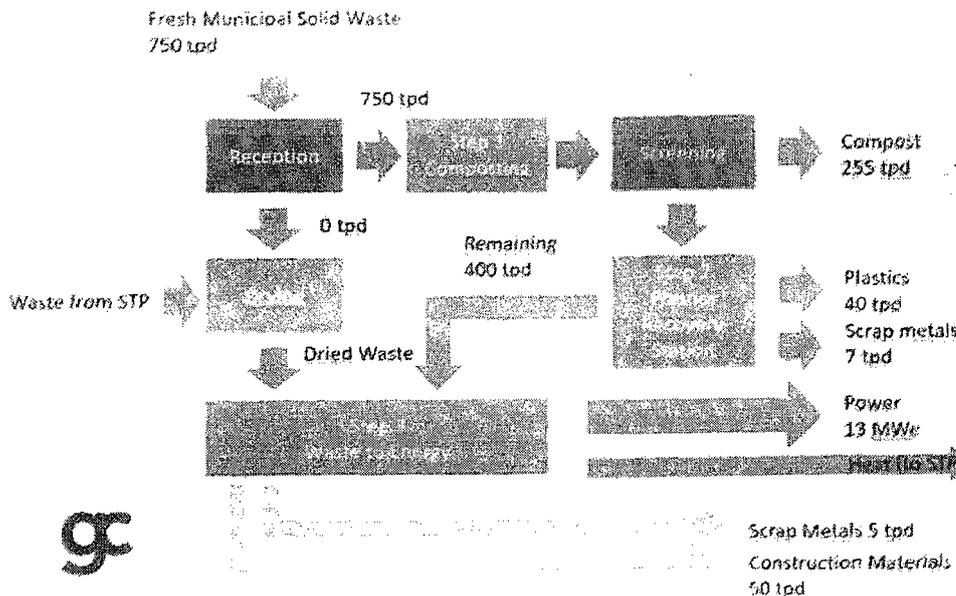
We are very well aware that the area of Ghaziabad, Greater Noida and Noida are dense urban areas, still under development, attracting large amounts of new citizens. We suggest to carefully blend the W2E plant with the new urban fabric. With the W2E plant we are proposing it is very well possible to combine the plant with leisure activities, creating a soft shell of functions that will transform the plant in an exciting urban hotspot. In our presentation we will elaborate on this aspect.

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### Project Two: Muzaffarnagar

For the waste generated from Muzaffarnagar and surroundings we have estimated the waste generated on a daily basis at 750 tons per day.

Because of the large amounts of organic material in the waste the proposal includes a first step of bio-remediation by aerobic composting. In this way the waste will be biologically dried, and when executed in the right way, good quality compost can be produced from the waste.



After composting there will be a screening where the compost will be separated from the rest of the waste. This will then be moved to a Plastics Recovery Station where recyclable plastics and an important fraction of the metals will be separated.

The waste from the dumpsite is assumed to have used a significant share of the biological activity and will not be composted, this will be dried in a thermal drying facility, using waste heat from the waste to energy plant. It is then mixed with the refuse waste coming from the material recovery station and is then used as fuel in the waste to energy plant. A total of around 400 tons of waste is then incinerated and with the high efficiency process around 13 MW of electrical energy will be produced.

After incineration ashes and scrap metal remain as recyclable material. Bottom and fly ash find will be processed to become valuable construction materials like is now the standard procedure in Europe.

The incinerator will be equipped with state of the art Flue Gas Treatment technology. The flue gas from the stack will be cleaner than the surrounding city air. EU emission standards will be followed.

The waste to energy plant is envisaged to be connected to a sewage treatment plant to have synergies on energy exchange as well as waste going from STP to W2E plant and effluent water from the W2E plant being treated in the STP. It shall be noted that waste water from the

gc

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W2E facility will mainly be leachate from the fresh waste, as the remaining systems air mainly dry systems that don't use water.

Of course, all ancillary systems such as road works, office buildings, electrical facilities, firefighting equipment and others are part of the proposal.

### The Waste to Value Solution: Composting, Material Recovery, Energy.



Step 1: Composting

- Composting all waste
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- Produce compost
- Classifier overflow to step 2.



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- Picking Stations
- Sellable plastics
- Remaining stream to step 3:



Step 3: Energy

- Waste to Power
- High Efficiency
- Clean Air
- Ashes converted to construction material

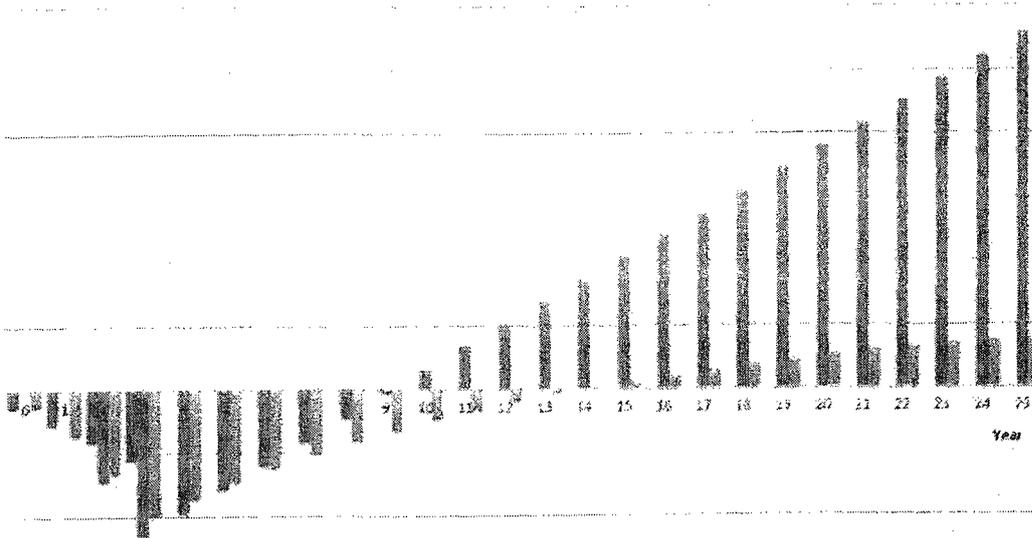
For the realization of the plants a lot of technology from the Netherlands and other European countries will be incorporated. However, we are planning to work with Indian contractors and suppliers to the maximum extent in order to have the most cost effective supply chain working for this project. This will also drive the creation of jobs in India in the field of engineering, construction and plant operation.

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Financial viability of the project

The project is financial viable since capital will be provided by investors and debt financing is guaranteed by public and private banks. Financing partners are at this stage fully committed to this proposal. Returns on investment have been calculated based on the currently available knowledge and show break even after approximately ten years. Nevertheless, further research to obtain sound and reliable data for analysis and financial calculations will be obtained during the upcoming pre-feasibility and feasibility study.

Financial Model Ghaziabad/Noida/Gr. Noida



Financial Model Muzaffanagar



We acknowledge the fact that many Waste to Energy projects in India falter, projects that do seem to work elsewhere in the world, also in nearby countries. We see two main reasons that our projects will significantly differ from other waste to energy projects:

- 1) the focus is not only on the management of the solid waste chain but on the entire habitat of the chain, scanning opportunities for upcycling recovered resources out of the solid waste chain as well as the liquid waste chain
- 2) The bankability of the two projects is one, the preparations we are doing in close partnership with the Government of the Kingdom of the Netherlands are aimed at the scaling up of activities, see also the last chapter of this proposal.

Name of ULB or group of ULBs included in the proposal

We are proposing for the Waste to Wealth program two projects for which we will both need land:

**Project One: Ghaziabad, Greater Noida, Noida:** we would require a plot of a maximum size of 35 acres, preferably in relation with the Hindon River and we will need to have access to the dumpsite of Ghaziabad Pratap Vihar so we can clear the dumpsite and make the land available for other purposes.

**Project Two: Muzaffarnagar:** we require a plot of a maximum size of 25 acres, preferably in relation with water ways of the Hindon River basin (Kali River).

Public private program Waste to Wealth for Hindon-Ganga

The 'Solid waste management in ULB's of the Hindon river basin, Western Uttar Pradesh' project is part of a broader public private program for cleaning Hindon and Ganga. Besides private partners also the Dutch and Indian government have signed a MoU to establish a mutual collaboration (see attached MoU). Within the MoU a major program is under development that focuses on cleaning Hindon in a multi-stakeholder approach, combining strengths of public and private actors. Public private partnership is not limited to add up on investments, but also strengthen innovation, knowledge, policies and decision making. Investment projects are the backbone of the program approach for cleaning Hindon. For each project public and private support is guaranteed. Dutch public parties, under coordination of Netherlands International Works, take a shared interest with the Indian government and private partners to develop waste management projects in Hindon and Ganga.

The public private program approach builds on business models by resource recovery. This is an innovative business concept embedded in a public private program; the business model approach is self-sustaining in financial terms. Private investments are attracted only when capital investments will be recovered. Capital providers are only then willing to invest and may even be able to reinvest in subsequent projects. With this proposal the first two bankable projects with the program are developed to clean and manage existing sources of pollution; pollution is considered as a resource to be converted into useful products: turn Waste into Value.

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To enhance effectiveness, durability and impact public tasks are strengthened in connection to our bankable projects. Where the business case approach is strong at addressing tangible, concrete problems, public services must assure that waste management sustains the flow of waste production to waste treatment plants in a proper way. Waste management is a public task that must provide for an excellent service to tax paying households and industry, and is a prerequisite to operate Waste to Value plants in a sustainable economic way. Public projects will focus on amongst others planning, (municipal) service delivery, regulatory framework and control, awareness and public education, monitoring and capacity building, but only when ULB or UP state require. When both private and public efforts are implemented in an integrated way the Hindon river and riverbanks will be clean and well-being of the people is improved: we have turned Waste into Wealth.

The program initiates with the first two projects in Ghaziabad and Muzaffarnagar. Once implemented other project opportunities in the Hindon/Ganga will be identified and developed in the coming years. Public parties from the Netherlands government together with Indian (UP) authorities will guide further program development (see attached Lol signed in September 2018).

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Receipt of the Proposal

The is to acknowledge the receipt of the proposal for the Solid waste management project against the advertisement published by the State Government of Uttar Pradesh for providing Land Lease and supporting Public Private Partnership of Solid Waste Management in the State of Uttar Pradesh.

This Proposal was accepted by .....  
On behalf of the Urban Development department and the Construction and Design Department of UP Jal Nigam of the State Government of Uttar Pradesh.

Submitted by (on behalf of G C International)

Received by

Signature

Signature

Name

Name

Date

Date



(31)

ANNEXURE - A4

Department of Urban Development  
Government of Uttar Pradesh

Date: 5<sup>th</sup>. November, 2018

To,

**M/s GC International**  
H.N. 320, Sector 21B,  
Faridabad, Haryana - 121003  
e. mail: ata@gc-bv.com

AND

**Honorary Consul of the Kingdom of the Netherlands**  
620, Cyber Heights, Vibhuti Khand, Gomti Nagar,  
Lucknow-226010  
e. mail: nlconsulate.lucknow@gmail.com

**Subject:** Letter of Acceptance to Set up Waste to Energy Plant at Gaziabad- NOIDA and Muzzaffarnagar, Uttar Pradesh.

The State Government organised Investors Summit at Lucknow on 21-22 February, 2018. In above summit, representatives of various industries expressed their interest in making investment for the purpose of setting up of waste to energy plant for processing of municipal solid waste in the State, provided land is made available to them on long term lease and there is assured supply of municipal solid waste. The Government considered the above proposals and notified the "Uttar Pradesh Solid Waste Management Policy" vide G.O. No. 2221/Nine-5-18-352Sa / 2016, dated 29-06-2018.

2. The Policy provides for private participation and investment in solid waste management (collection, segregation, transportation, processing and disposal). The Policy has a provision that "in cases where any proposal from private Entity / Investor / NGO / Organization is received in the Government / Directorate or Urban Local Body for solid waste management activities in any Urban Local Body (ULB) or group of ULBs in the State, without asking for any financial assistance, whether one time or recurring and the private investor or above mentioned categories of entities' requirement is only the land on long term lease (25-30 years) and the solid waste from the Urban Local Body, then in such cases, the proposal will be scrutinized by the State

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Level Committee constituted for the purpose of appraising the Public Private Partnership projects and permissions for implementation of the project will be granted based on the recommendations of the Committee by the authority competent to approve the grant of long term lease of the ULB land at the rate of one rupee per square meter annually. The approval for the lease of the land will be with the following mandatory conditions: (i) The land required for the implementation of the project available with the ULB will be given on lease with the lease rent @ Rs.1 per sq.mt. per year; (ii) the land assigned to the developer would not be used for any other activity expect for approved project activities; (iii) the project proponent is not allowed to mortgage the land; (iv) access road / electricity / water / streetlight / drainage / sewer will be provided by the ULB up to the Plot. The developer will be entitled to sale or charge for the products and by- products produced in the process of solid waste management."

3. In pursuance of the above policy objectives, Construction & Design Services, Uttar Pradesh Jal Nigam, Lucknow invited proposals from the willing parties through an open tender notice published through its Letter No. 383/GM\_N-8/IKarya-10/87 Dated 05/07/2018.

4. M/s GC International, Consulate – Kingdom of the Netherlands has participated and submitted their proposal for establishing waste to energy plant at Ghaziabad-NOIDA and Muzzaffarnagar. The Public-Private-Partnership projects Bid Evaluation Committee (PPPBEC) has gone through the presentation made by your company on 14.09.2018 and after due considerations has recommended the project for implementation. The Competent Authority has approved the proposal.

5. Terms and Condition for Implementation of the Project:

- a. Your company has been assigned to set up the plants in Ghaziabad and Muzzaffarnagar city.
- b. The Company need to co-ordinate with the respective Local Authority (Urban Local Body) for identification and finalization of the site / land for the setting up and operation of the plant.
- c. Once the Land is identified, the proposal for lease deed of the Land will be prepared by respective Urban Local Body in conformity to the State Solid Waste Management Policy which provides following conditions for the lease deed:

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(i) The land required for the implementation of the project available with the ULB will be given on lease of 25-30 years on the lease rent @ Rs.1 per square meter annually.

(ii) The land assigned to the developer would not be used for any other activity except for approved project activities.

(iii) The project proponent is not allowed to mortgage the land or create any kind of encumbrance on the land.

6. The Company need to prepare and present their Detailed Project Report (DPR) for the project to the Local Authority (Urban local Body) as early as possible and it is required that all project related planning, designing, construction and other activities for the operation of the Waste to Energy Plant shall be completed as early as possible and in no circumstances it shall exceed more than Thirty Six (36) months from the date of issuance of this Letter of Acceptance.

*Manoj*  
5.11.2018  
(Manoj Kumar Singh)  
Principal Secretary  
Department of Urban Development  
Government of Uttar Pradesh.

**Copy to:**

1. Divisional Commissioner, Meerut with a request to provide the necessary guidance and support to the Project Proponent for execution of the project.
2. District Magistrate, Gaziabad and Muzaffarnagar for facilitating the implementation of the project.
3. Municipal Commissioner, Gaziabad for taking all the necessary steps for implementation of the project.
4. Executive Officer, Muzaffarnagar Municipal Council for taking all the necessary steps for implementation of the project.

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Mr. Manoj Kumar Singh  
Principal Secretary  
Department of Urban Development  
Government of Uttar Pradesh

Date: November 20, 2016

Project:  
Ghaziabad/Muzaffarnagar W2E

Our Reference: 201600708

Your Reference:

Subject: Reply to Letter of Acceptance to set up Waste to Energy Plant at  
Ghaziabad-Moiba and Muzaffarnagar Uttar Pradesh

Page  
Page 1 of 1

Dear Mr. Manoj Kumar Singh,

On behalf of our team I would like to thank you for sending the Letter of acceptance for the Ghaziabad and Muzaffarnagar Waste to energy projects as proposed by us.

We will now proceed with the feasibility study.

Our activities will be targeted on the following deliverables

- Site/land for the setting up and operation of the plant.
  - (1) The land we are targeting for Ghaziabad is around and/or on the existing dump site, the requirement is 35 to 40 acres.
  - (2) For Muzaffarnagar we are looking for a plot in the vicinity of the paper mill cluster at Bhopa Road. Accordingly, request you to indicate the availability of land there. The requirement is at least 25 acres.
- Workshop with relevant public and private stakeholders for project kick-off.
- The land lease agreement for both locations Ghaziabad and Muzaffarnagar.

*Manoj Kumar Singh*

X

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- The waste (MSW) supply agreements for 2,100 tons per day in Ghazipur and 750 tons per day in Muzaffarnagar.
- Integration of waste from paper mill in state of Muzaffarnagar.
- The power purchase agreement for both locations.
- Finalization of the terms of investment and the nature of investment costs.
- The flow of procedure of activities to be undertaken.
- The permits.
- Financial guarantees on payment and waste supply from the state of UP and/or national government.

The above listed deliverables we see as a combined effort on which both our teams need to work, in order to be able to accelerate the process we ask your support in the following:

- Arrange land lease agreement after confirmation of site selection. Your presence and input in the workshop to be held in the week of the 17<sup>th</sup> or December in Muzaffarnagar and Ghazipur.
- Input for a letter of intent on the waste supply guaranteed for 25-30 years.
- Clarity on the procedure of work to deal with the power purchase agreement, and more specific support in the finalisation and preparation of the power purchase agreement.
- Permit procedure: input for both levels till the permits are cleared on the fastest way possible in order for us to be able to deliver a running plant in 36 months. We kindly ask you to advise on how to proceed in this matter and support us in the process afterwards.

Our time schedule is shown below.

#### December, 2018:

- Workshop with our and your team (preferably in the week of 17<sup>th</sup> of December). In this workshop we would like to meet your team, the team of the District Magistrate of Ghazipur and Muzaffarnagar, the Municipal Commissioner of Ghazipur and the Executive Officer of Muzaffarnagar Municipal Council. Besides authorities responsible for a power purchase agreement. Purpose of the workshop would be to align process steps and clarify on roles and responsibilities, besides producing a detailed project timeline and expectations into our side.
- First draft of land lease agreement arranged during the same week.
- Final agreement signed asap.
- Overview of starting points regarding a letter of intent for waste supply with respective ULNs.
- Overview of starting points regarding a letter of intent for PPAs with state of Uttar Pradesh.

*(Handwritten signature)*

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We kindly ask you to confirm your willingness to join the workshop in the above mentioned week and your support in the other queries stated.

With Best Regards,

Dr. [Name]

*[Handwritten signature]*

Gerhard Timmer MSc MBE

Research Development Director

[Address]

*[Handwritten signature]*

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Mr. Manoj Kumar Singh  
Principal Secretary  
Department of Urban Development  
Government of Uttar Pradesh

Subject: Reply to Letter of Acceptance to Setup Waste to Energy Plant  
in Ghaziabad-Noida and Muzaffarnagar, Uttar Pradesh.

Date: November 20, 2016

Project: Ghaziabad-Muzaffarnagar W2E

Our Reference: 201390/96

Your Reference:

Page: Page 1/3

Dear Mr. Manoj Kumar Singh,

On behalf of our team, I would like to thank you for sending the Letter of Acceptance for the Ghaziabad and Muzaffarnagar Waste to Energy projects as proposed by us.

We will now proceed with the feasibility study.

Our activities will be targeted on the following deliverables:

- **Site/land for the setting up and operation of the plant.**
  1. The land we are targeting for Ghaziabad is around and/or on the existing dump site, the requirement is 35 to 40 acres.
  2. For Muzaffarnagar, we are looking for a plot in the vicinity of the paper mill cluster at Bhopa Road, and we kindly request you to indicate the availability of land there. The requirement is as per our proposal 25 acres.
- **Workshop with relevant public and private stakeholders for project kick-off.**
- **The land lease agreement for both locations Ghaziabad and Muzaffarnagar.**
- **The waste (MSW) supply agreements for 2,300 tons per day in Ghaziabad and 750 tons per day in Muzaffarnagar.**
- **Integration of waste from paper mill cluster in Muzaffarnagar.**
- **The power purchase agreement for both locations.**
- **Finalization of the technical concept and determination of investment costs.**
- **The Special Purpose Companies for both projects.**
- **The permits.**
- **Financial guarantees on payment and waste supply from the state of UP and/or National government.**

The above listed deliverables we see as a combined effort on which both our teams need to work, in order to be able to accelerate the process we ask your support in the following:

- Arrange land lease agreement after confirmation of site selection.

- Your presence and input in the workshop to be held in the week of the 17th of December in Muzaffarnagar and Ghaziabad.
- Input for a Letter of Intent on the waste supply guaranteed for 25-30 years.
- Clarity on the procedure of who to deal with for the power purchase agreement, and more specifically, support on the coordination and preparation of the power purchase agreement.
- Permit procedure, it is in our both favour that the permits are cleared in the fastest way possible in order for us to be able to deliver a running plant in 36 months. We kindly ask you to advise on how to proceed in this matter and support us in the process afterwards.

Our time schedule is shown below:

**December, 2018:**

- Workshop with our and your team (preferably in the week of 17th of December), in this workshop we would like to meet your team, the team of the District Magistrate of Ghaziabad and Muzaffarnagar, the Municipal Commissioner of Ghaziabad and the Executive Officer of Muzaffarnagar Municipal Council, besides authorities responsible for a power purchase agreement. Purpose of the workshop would be to align process steps and clarity on roles and responsibilities, besides presenting a detailed project timeline and expectations from our side.
- First draft of land lease agreement arranged (during the same week), final agreement signed asap.
- Overview of starting points regarding a Letter of Intent for waste supply with respective ULBs.
- Overview of starting points regarding a Letter of Intent for PPAs with the state of Uttar Pradesh.

We kindly ask you to confirm your willingness to join the workshop in the above-mentioned week and your support in the other queries stated.

Gerken Timmer MSc MBA  
Project Development Director  
oti@cic-bv.com | +31 (0)6 15 46 72 46

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ANNEXURE- A6

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समयबद्ध / महत्वपूर्ण

संख्या:-11484 / नी-5-2021-352सा / 2016

प्रेषक,

संजय कुमार सिंह यादव  
विशेष सचिव,  
उत्तर प्रदेश शासन।

सेवा में,

कार्यकारी निदेशक,  
स्वच्छ भारत मिशन-नगरीय,  
राज्य मिशन निदेशालय, उ०प्र० लखनऊ।

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 23 नवम्बर, 2021

विषय:- मेसर्स जी०सी० इंटरनेशनल द्वारा नगर निगम, गाजियाबाद एवं नगर पालिका परिषद, मुजफ्फरनगर में स्थापित किये जाने वाले वेस्ट-टू-एनर्जी प्लांट के संबंध में।

महोदय,

कृपया उपर्युक्त विषयक अपने पत्र संख्या-पी०एफ०यू०/4860/429(15)/2020-21 दिनांक 02.11.2019 का संदर्भ ग्रहण करने का कष्ट करें।

2- उल्लेखनीय है कि नगर निगम, गाजियाबाद एवं नगर पालिका परिषद, मुजफ्फरनगर में वेस्ट टू एनर्जी प्लांट की स्थापना किये जाने हेतु मेसर्स जी०सी० इंटरनेशनल को चयनित कर दिनांक 05.11.2018 को Letter of Acceptance निर्गत की गयी थी। मेसर्स जी०सी० इंटरनेशनल द्वारा तत्कम में वेस्ट-टू-एनर्जी प्लांट की स्थापना के संबंध में कार्यवाही की जा रही है। वर्णित स्थिति में दिनांक 05.11.2018 को निर्गत Letter of Acceptance की अवधि अगले 18 माह तक बढ़ाये जाने का अनुरोध किया गया है।

3- अतएव इस संबंध में मुझे यह कहने का निदेश हुआ है कि उपरोक्तानुसार प्राप्त अनुरोध पर सम्यक रूप से विचार करते हुए नगर निगम, गाजियाबाद एवं नगर पालिका परिषद, मुजफ्फरनगर में वेस्ट-टू-एनर्जी प्लांट की स्थापना के संबंध में मेसर्स जी०सी० इंटरनेशनल के पक्ष में दिनांक 05.11.2018 को निर्गत Letter of Acceptance (LOA) की निर्धारित समयावधि अगले 18 माह तक बढ़ायी जाती है।

कृपया इस संबंध में नियमानुसार अग्रेतर कार्यवाही सुनिश्चित कराने का कष्ट करें।

भवदीय,

( संजय कुमार सिंह यादव )

विशेष सचिव।

संख्या एवं दिनांक उपरोक्त

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1-निदेशक, सी०एण्डी०एस०, उ०प्र० जल निगम, लखनऊ।

2-नगर आयुक्त, नगर निगम, गाजियाबाद।

3-अधिसासी अधिकारी, नगर पालिका परिषद, मुजफ्फरनगर, जनपद-मुजफ्फरनगर।

4-मेसर्स जी०सी० इंटरनेशनल, फरीदाबाद, हरियाणा-121003।

आज्ञा से,

( संजय कुमार सिंह यादव )

विशेष सचिव।

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Subject: Important  
Number: 11484/N-5-2021-352S/2016

From,  
Sanjay Kumar Singh Yadav  
Special Secretary  
Government of Uttar Pradesh

To:  
Executive Director,  
Swachh Bharat Mission – Urban,  
State Urban Development Agency, Lucknow, Uttar Pradesh

Urban Development Section-5  
Lucknow, Date:23.11.2021

Subject: Extension of the Test-Energy plant being set up in the Municipal Corporation, Muzaffarnagar by M/s G.C International.

Sir,

With reference to the above subject, I have been directed to refer to your letter number-P.F.U/4860/429(15)/2020-21 dated 02.11.2019.

2. The proposal for setting up waste to energy plant in Nagar Nigam Ghaziabad and Nagar Palika Muzaffarnagar was given to GC International for through Letter of Acceptance issued on 05.11.2018 and the same has been considered. M/s G.C International is working towards establishing/ setting up ways to energy plant. Under the said circumstances the actual time period of 18 months which is mentioned in letter of acceptance dated 5.11.2018 be extended.

3. After due consideration, the Urban Development Department, Ghaziabad and Municipal Corporation, Muzaffarnagar have been directed to extend

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the period of the Letter of Acceptance issued on 05.11.2018 by another 18 months. Accordingly, the period of the Letter of Acceptance issued on 05.11.2018 is extended by another 18 months.

Kindly ensure necessary action in this regard as per the rules.

Yours faithfully,

(Sanjay Kumar Singh Yadav)

Special Secretary

Copy to:

1. Director, C&DS, Jal Nigam, Lucknow
2. Municipal Commissioner, Nagar Nigam, Ghaziabad.
3. Executive Officer, Municipality, Muzaffarnagar, District Muzaffarnagar.
4. M/s G.C International, Faridabad, Haryana-121003.

(Sanjay Kumar Singh Yadav)

Special Secretary

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Letter No:-1413/9-5-2023-355SA/2016

From,

Kalyan Banerjee,  
Joint Secretary,  
Government of Uttar Pradesh

To,

State Mission Director,  
Swachh Bharat Mission (Urban),  
Directorate of Urban Local Bodies,  
Lucknow, UP.

U.D.D Section-5

Lucknow, Date: 20 March, 2023

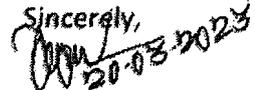
Subject: - Regarding establishment and implementation of Waste-to-Energy Plant in Municipal Corporation, Ghaziabad and Municipal Council, Muzaffarnagar.

Sir,

This is in reference to the letter dated 17.10.2022 (copy attached) by the Director, G.C. International, through which the company has requested to extend the timeline by 24 months from the date of the letter submitted, due to non-availability of appropriate land bank required to establish Waste-to-Energy Plant in Municipal Corporation of Ghaziabad and Municipal Council of Muzaffarnagar.

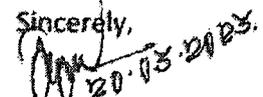
2- In this regard, I am directed to inform you that after due diligence of the request received as above, for establishment and making functional of Waste-to-Energy Plant in Municipal Corporation of Ghaziabad and Municipal Council of Muzaffarnagar. The time period shall be extended by 24 months from the exact date of handover of appropriate land to M/s G.C. International from the date mentioned in the Letter of Acceptance dated 05.11.2018.

Please do the needful abiding by the rules.

Sincerely,  
  
(Kalyan Banerjee)  
Joint Secretary,

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

- 1- Municipal Commissioner, Municipal Corporation, Ghaziabad.
- 2-Director, C&DS. UP Jal Nigam (Urban), Lucknow.
- 3 Executive Officer, Municipal Council, Muzaffarnagar, District-Muzaffarnagar.
- 4-M/s G.C. International, Faridabad, Haryana - 121003.

Sincerely,  
  
(Kalyan Banerjee)  
Joint Secretary,



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ANNEXURE A-187

D. (CP)

21<sup>st</sup> February 2023

To,  
Shri Pankaj Kumar (IAS)  
Managing Director,  
Uttar Pradesh Power Corporation Limited,  
Shakti Bhawan 14 Ashok Marg,  
Lucknow, UP, India

16/4/23.

Subject: <sup>\*\*</sup>proposal for PPA with UPPCL for MSW based Power

18.04.23  
CEC (PPA)

Dear Sir,

We refer to the above subject and express our keen interest in entering into a power purchase agreement with the Uttar Pradesh Power Corporation Limited. Our company GC India Solutions Private Limited is developing two waste to energy plants, using municipal solid waste, in the districts of Ghaziabad and Muzzafarnagar.

This project was envisioned during a meeting of Honourable Prime Minister Shri Narendra Modi and Honourable Prime Minister of Netherlands Mr Mark Rutte in 2017. The governments agreed to cooperate on water management and particularly the national clean Ganga mission. An MOU was signed subsequently. Following this, a partnership declaration between the Uttar Pradesh Government and the Government of the Netherlands was signed in 2018, confirming their mutual interest to jointly develop a public-private program to clean up Hindon and other parts of the Ganga basin.

To clean the Hindon and larger Ganga River basin it was decided that managing solid waste would be a priority. The Netherlands based company GC International conceptualised two waste to energy projects and was awarded by the UP-State Government two project locations in Ghaziabad and Muzzafarnagar for the establishment of their plants.

Relevant agreements with regards to the establishment of the project are the following:

- 1) MoU Signed with Government of UP and GC International during Deputy Chief Minister Shri Keshav Prasad Maurya to the Netherlands for the UP-Investor Summit held in February 23. (2023)
- 2) Land lease agreement of GC India Solutions Private Limited with the Muzzafarnagar Nagar Palika Parishad. (2019)
- 3) Waste Supply agreement with Ghaziabad and Muzzafarnagar is in process.
- 4) Land lease agreement of GC India Solutions Private Limited with the Ghaziabad Nagar Nigam. (2019)
- 5) Support Agreement between Department of Urban Development and GC International. These agreements will provide support to GC international in obtaining clearances for the establishment of the project. (2019)
- 6) Letter of Acceptance from the Department of Urban Development Government of Uttar Pradesh to set up the waste to energy plant in Ghaziabad and Muzzafarnagar. (2018)
- 7) Partnership declaration for public private projects between the Uttar Pradesh Government and The Netherlands Government. (2018)
- 8) MoU between Government of India and Government of Netherlands in the field of water management. (2017)



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9) MoU between the Government of Uttar Pradesh and The Netherlands government. (2016)

Each waste to energy plant will process approximately 2300 tpd of municipal solid waste totalling 4600 tpd upon achieving full capacity.

**Waste streams for the Ghaziabad Plant:**

- MSW from Ghaziabad Nagar Nigam Totalling: 1575 tpd
- MSW from legacy dump site Totalling: +500 tpd
- Total availability of MSW in Meerut Division: 6000 tpd

**Waste streams for Muzzafarnagar Plant:**

- MSW from Muzzafarnagar Nagar Palika: 700 tpd
- MSW from dump site: 300 tpd
- Waste from paper mills (paper/plastic): 519 tpd
- Total availability of MSW availability in Saharanpur Division: 2300 tpd

Upon receiving the waste will be put through a process of pre-treatment and segregation. Items for recycling, such as plastics, glass and metals, will be separated; organic material will be composted. After pre-treatment high-calorific waste will be burned in an incinerator of (Dutch/EU standards) to generate electricity.

Both plants will produce 25 - 30 MW of power each, totalling 50- 60 MW of power. The total investment of the waste to energy projects will be approximately 300 million USD. GC India Solutions proposes to enter into a power purchase agreement with UPPCL to supply power at the prevailing tariff rate as per UPERC during the time of commissioning of the project.

**The generating company's facilities**

|   |                |  |
|---|----------------|--|
| 1 | Name           | GC India Solution Private Limited                      |
| 2 | Location 1     | Village: Galand, District Hapur, Uttar Pradesh         |
| 3 | Location 2     | Village: Muzzafarnagar, Khata no: 00287, Uttar Pradesh |
| 4 | Director       | a) Therus Gieling,<br>b) Siddharth Sivaraman           |
| 5 | Contact Person | Siddharth Sivaraman                                    |
| 6 | Tel Number     | + 91 8447246644  |

Sir, we would like you kindly consider our proposal for a PPA, guide us in the way forward and confirm in writing that we could draw up a PPA for each project in the coming year.

Yours thankfully,

  
Therus Gieling  
Director, GC International BV, The Netherlands

cc.

- Mr. Siddharth Sivaraman Director M/S GC India and India representative GC International

सं०: 22 / मु०आ० / पी०पी०ए०

दिनांक:- 12 .05.2023

प्रमुख सचिव,  
नगर विकास विभाग,  
उ०प्र० शासन,  
801, बापू भवन, लखनऊ।  
लखनऊ-228001

ANNEXURE  
A8

विषय- मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स द्वारा वेस्ट टू इनर्जी के अन्तर्गत हापुड़ एवं मुज्जफरनगर में लगभग 25-30 मे०वा० (प्रत्येक प्लान्ट) अधिष्ठापित क्षमता के म्यूनिसिपल सॉलिड वेस्ट आधारित प्लान्ट स्थापित कर उत्पादित ऊर्जा उ०प्र०पा०का०लि० को विक्रय करने हेतु ऊर्जा क्रय अनुबन्ध हस्ताक्षरित करने के सम्बन्ध में।

महोदय,

मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स द्वारा, वेस्ट टू इनर्जी के अन्तर्गत हापुड़ एवं मुज्जफरनगर में लगभग 25-30 मे०वा० (प्रत्येक प्लान्ट) अधिष्ठापित क्षमता के म्यूनिसिपल सॉलिड वेस्ट आधारित प्लान्ट स्थापित कर उत्पादित ऊर्जा उ०प्र०पा०का०लि० को विक्रय करने के लिये पत्र दिनांक 21.02.2023 (छायाप्रति संलग्न) के माध्यम से ऊर्जा क्रय अनुबन्ध हस्ताक्षरित करने हेतु आवेदन किया है। उक्त के सम्बन्ध में मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स द्वारा प्रस्तावित किया गया है कि उक्त प्लान्टों द्वारा उत्पादित ऊर्जा का टैरिफ मा० उ०प्र० विद्युत नियामक आयोग के द्वारा निर्गत सी०आर०ई० रेग्यूलेशन, 2019 में कमीशनिंग तिथि के अनुसार प्राविधानित टैरिफ के आधार पर होगा। फर्म द्वारा प्रस्तावित प्लान्टों का निर्माण स्थान निम्नवत वर्णित है :-

| 1 | नाम               | जी०सी० इण्डिया सॉल्यूशन प्रा०                    |
|---|-------------------|--|
| 2 | निर्माण स्थान - 1 | ग्राम : गलण्ड, जिला-हापुड़, उत्तर प्रदेश         |
| 3 | निर्माण स्थान - 2 | ग्राम : मुज्जफरनगर, खाता सं० 00287, उत्तर प्रदेश |

इस सम्बन्ध में सूचनाय है कि ए०पी०पी०सी० की दर एवं मा० विद्युत नियामक आयोग के द्वारा सी०आर०ई० रेग्यूलेशन के अन्तर्गत नवीकरणीय ऊर्जा का टैरिफ प्रति वर्ष के लिये निर्धारित किये जाते हैं। सी०आर०ई० रेग्यूलेशन 2019-24 के अंतर्गत एम०एस०डब्ल्यू० आधारित ऊर्जा का वित्तीय वर्ष 2023-24 में कमिशन होने वाले प्लान्ट के लिये टैरिफ रू० 9.36 प्रति यूनिट प्राविधानित है। उक्त टैरिफ अन्य नवीकरणीय ऊर्जा के स्रोतों से प्राप्त टैरिफ तथा ए०पी०पी०सी० की दर से काफी अधिक है। अधिक दर के टैरिफ पर ऊर्जा क्रय करने की स्थिति के फलस्वरूप प्रदेश के विद्युत उपभोक्ताओं को अधिक वित्तीय भार वहन करना पड़ेगा।

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अतः उपरोक्त तथ्यों के दृष्टिगत मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स द्वारा, वेस्ट टू इनर्जी के अन्तर्गत हापुड़ एवं मुजफ्फरनगर में लगभग 25-30 मे०वा० (प्रत्येक प्लान्ट) अधिष्ठापित क्षमता के म्यूनिसिपल सॉलिड वेस्ट आधारित प्लान्ट स्थापित कर उत्पादित ऊर्जा उ०प्र०पा०का०लि० को विक्रय करने हेतु सी०आर०ई० रेग्यूलेशन 2019-24 एवं अग्रेतर समय-समय पर संशोधित सी०आर०ई० रेग्यूलेशन में प्राविधानित दर सम्बन्धित वर्ष की ए०पी०पी०सी० से अधिक होने पर उ०प्र०पा०का०लि० द्वारा ए०पी०पी०सी० की दर से विकासकर्ता को भुगतान करने तथा ए०पी०पी०सी० से अधिक दर की धनराशि की प्रतिपूर्ति सम्बन्धित नगर विकास विभाग, उत्तर प्रदेश द्वारा वहन किये जाने की प्रतिबद्धता की स्थिति में मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स द्वारा उपरोक्त वर्णित स्थानों पर प्लान्ट स्थापित कर वेस्ट टू इनर्जी के अन्तर्गत म्यूनिसिपल सॉलिड वेस्ट आधारित ऊर्जा क्रय करने हेतु ऊर्जा क्रय अनुबन्ध हस्ताक्षरित किया जा सकता है।

भवदीय,

(पंकज कुमार)

प्रबन्ध निदेशक

प्रतिलिपि :-

1. अपर मुख्य सचिव, ऊर्जा एवं अतिरिक्त ऊर्जा स्रोत विभाग, उ०प्र० शासन, बापू भवन, लखनऊ।
2. मे० जी०सी० इण्टर्नेशनल-बी०वी०, द नीदरलैंड्स, लेवल-2, एलिजेन्स टावर जसोला, नई दिल्ली-110025।

47

Pankaj Kumar  
IAS  
Managing Director

Uttar Pradesh Power Corporation  
Limited\*

Rajeev Bhavan, 14-Ashok Marg  
Lucknow-226 001  
Phone: 0522-2287787

No.: 722/33010/Pradhan/01/2023

Date: 12.05.2023

To,  
Chief Secretary,  
Urban Development Department,  
Government of Uttar Pradesh,  
801, Bapu Bhawan, Lucknow,  
Uttar Pradesh - 226001

Subject: Regarding the signing of the Power Purchase Agreement (PPA) for purchasing power from waste to energy power plants established by G.C International, Netherlands in Muzaffarnagar and Hapur districts with a capacity of 25-30 MW (each plant).

Dear Sir,

The power purchase agreements (PPA) for purchasing power from waste to energy power plants established by G.C International, Netherlands in Muzaffarnagar and Hapur districts with a capacity of 25-30 MW (each plant) are to be signed based on the tariff determined by the Honorable UPERC for the FY 2023-24. The proposed locations of these plants are as follows:

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1. Name: G.C International

Location 1: Village: Ganwri, District: Hapur, Uttar Pradesh

Location 2: Village: Muzaffarnagar, Khata No. 00287, Uttar Pradesh

In this regard, it is informed that the levelized tariff for purchasing power from these plants has been determined by UPERC based on the directives issued by the Ministry of Power and the Ministry of New and Renewable Energy, Government of India. The levelized tariff for purchasing power from these plants for the FY 2023-24 is Rs. 9.36 per unit. It is also mentioned that the UPERC has agreed to determine the tariff for purchasing power from these plants based on the directives and guidelines issued by the Ministry of Power and the Ministry of New and Renewable Energy, Government of India.

Based on the above facts, it can be inferred that GC International, Netherlands, can establish energy production plants based on solid waste disposal (waste to energy) in Hapur and Muzaffarnagar to generate approximately 25-30 megawatts (individual plants) of energy and sell the energy produced to Uttar Pradesh Power Corporation. This will comply with the CRI Regulation 2019-24 and the amended CRI Regulation. Since the implementation cost is higher than Rs 8 per kWh, it is possible to sign an agreement with GC International-Netherlands, to establish plants at suitable locations based on solid waste to energy production with the prior approval of the Energy Department, Uttar Pradesh Government, to ensure the payment of Rs 8 per kWh for the energy supplied to UPPCL.

Yours sincerely,

(Pankaj Kumar)

Managing Director

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Copy to:

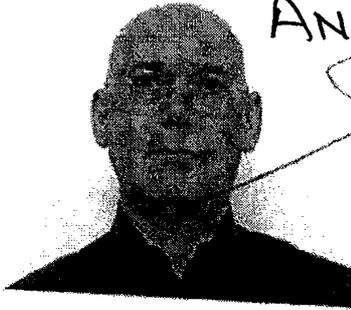
1. Additional Chief Secretary, Energy and Additional Energy Sources Department, 625 Sapan House, Babu Bhawan, Lucknow.
2. GNOEC International-BVWV, with the assistance of Nitelglass, Level-2, Elegance Tower, Jasola, New Delhi-110025.

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S.R.-II  
MZN

ANNEXURE A9



LEASE DEED

Property situated :- Muzaffarnagar with in Nagar Palika  
 Anual Rent:- 1,94,460/-  
 Period :- 30 Years  
 Stamp Duty :- 47,000/- rs.  
 V.Code no. :- Serial no. 150 Praroop I

Nagar Palika Parishad, Muzaffarnagar. PAN- AAALN1741M. throw executive officer Hemraj S/o Kalu R/o Villa 3 N.H-58 Merut Road Jain Tubo Company Compound anandam Ghaziabad. (First Party)

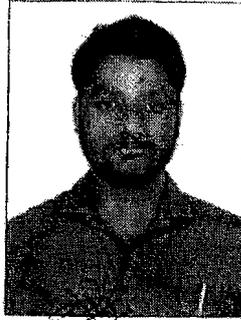
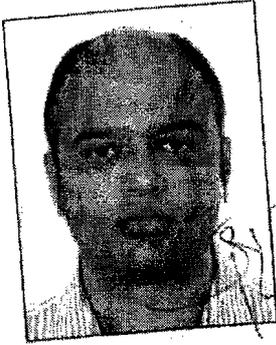
And

GCIND Solutions Private Limited PAN- AAHCG9399Q. throw its Director Theodorus Gerardus Wilhelmus Passport no. BKC8CKF48. R/o Spoorstraat 27 6942 EB Didam Gelderland, the Netherlands. (Second Party)

\_\_\_\_\_  
 [Signature]  
 [Fingerprint]

\_\_\_\_\_  
 For GCIND SOLUTIONS PVT. LTD.  
 [Signature]  
 [Fingerprint]

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**Lease Deed**

This lease deed is entered today on this 19<sup>th</sup> day of October in the year Two Thousand and Twenty-Three, at Muzaffarnagar;

**Between:**

Nagar Palika Parishad, Muzaffarnagar Uttar Pradesh, PAN AAALN1741M (hereinafter referred to as the "Urban Local Body") which expression shall unless repugnant to the context or meaning thereof includes Its successors, administrators and assigns of the First Part through Executive Officer, Muzaffarnagar Nagarpalika Parishad, District Muzaffarnagar, Uttar Pradesh, hereinafter referred to as "THE LESSOR".

**AND**

GCIND Solutions Private Limited, a Company incorporated under "The Companies Act 2013 (Company Limited By Shares)" with Registration Number - 353627 and having its registered Office at Regus Elegance, 2F, Elegance, Jasola District Centre, Old Mathura Road, New Delhi 110025, (hereinafter referred to as "Company") which expression shall unless repugnant to the context or meaning thereof includes its successors, administrators and assigns of the Second Part through Director Mr. Theodorus Gerardus Wilhelmus Gieling Passport Number BKC8CKF48 Mob. +31- 622803518 hereinafter referred to as "THE LESSEE".

WHEREAS THE LESSOR is the Government agency and rightful owner and is in possession of the piece of Non-Agricultural land bearing Gata Numbers and hand drawn maps authorized by the Lessor included in *Annexure-A* with total area ad-measuring 19.446 Hectares or 194460 Square Meters more specifically described in Annexure A in Muzaffarnagar and registered in the revenue record at Survey numbers and dates mentioned in Annexure A more particularly described in the schedule given at the foot of this deed and Annexure A, (hereinafter called to and referred to as "*The demised premises*"). THE LESSOR shall provide certified copy of all the documents related to Demised Premises along with its English translation to THE LESSEE;

AND WHEREAS THE LESSEE is a company involved in business of processing and providing

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Director

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services of Integrated Waste management.

AND WHEREAS THE LESSEE have been selected to set up and run an Integrated Waste to Energy (WTE) plant at Muzaffarnagar with a daily capacity of around 1750 tons solid waste Per Day and generate around 30 MW of power to be exported to the grid under a Power Purchase Agreement on Public Private Partnership model (the "Partnership Declaration" attached hereto as Annexure B) and the Memorandum of Understanding between the State Government of Uttar Pradesh and the Government of the Netherlands (attached as Annexure -C). The Department of Urban Development, Government of Uttar Pradesh has issued the Letter of Acceptance dated 05.11.2018 and that the timelines have been consequently extended by the State Government vide its letters dated 23.11.2021 and 20.03.2023 (collectively attached as Annexure D.) The Lessee has accepted the offer and confirmed it *vide* letter dated 20.11.2018 (attached as Annexure - E). The Lessee requires adequate land for installation of Waste to Energy Plant and for this purpose Lessee requires an adequate area of land for setting up its plant. Upon the request of THE LESSEE, THE LESSOR has identified the land fulfilling requirement and having approval for setting up WTE plant and has offered to grant lease of the said demised premises, which THE LESSEE has agreed to take on lease based on representation of THE LESSOR that the Demised Premises is suitable for the purpose of setting up WTE project. The Lessee will obtain the necessary environmental clearance and other statutory clearances required. The Department of Urban Development, Government of Uttar Pradesh will facilitate the Lessor in obtaining necessary clearances.

AND WHEREAS THE LESSOR represents and warrants that it has obtained all approvals from the relevant government bodies, the provincial/municipal authorities and all other applicable government agencies or bodies, needed for lessee to lawfully enter into this Lease Agreement.

AND WHEREAS based upon above representation THE LESSOR has offered to lease out the Demised Premises to the Lessee, and The Lessee has agreed to take the Demised Premises on lease from THE LESSOR for the consideration, rent and terms & conditions hereinafter detailed.

THEREFORE The LESSOR doth hereby demise on The Lessee the open demarcated land admeasuring 194460 Square Meters (being part of gata numbers as mentioned in Annexure A) of the Lessor's land situated at; address - mentioned in Annexure A, Muzaffarnagar together with the

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right to use the land, water, drainage together with the right for the Lessee, its servants, employees, visitors and all other persons authorized or permitted by the lessee to use the Demised Premises and to hold the said Demised Premise unto the Lessee for a period and considerations mentioned hereinafter:

1. The Lease Deed Signed Between Nagar Palika Parishad, Muzaffarnagar Uttar Pradesh, PAN AAALN1741M (hereinafter referred to as the "Urban Local Body") and GCIND Solutions Private Limited, a Company incorporated under "The Companies Act 2013 (Company Limited By Shares)" with Registration Number - 353627 and having its registered Office at Regus Elegance, 2F, Elegance, Jasola District Centre, Old Mathura Road, New Delhi 1100025, (hereinafter referred to as "Company") on 14<sup>th</sup> day of October in the year Two Thousand and Nineteen will be deemed to be void ab initio upon signing of this New Lease Deed.
2. It is made clear that notwithstanding the lease dated 14.10.2019 was neither registered nor stamped nor was any possession of land handed over to the lessor in pursuance of the said lease.
3. Tenancy period:- The lease will be for a period of Thirty years commencing from the date of signing of this agreement by the Parties.
4. That the annual rent of the said Lease Deed has been agreed to be Rs. 1/- per Square Meter i.e., Rs. 1,94,460/- (Rupees One Lakh Ninety-Four Thousand Four hundred and Sixty) per year.
5. The Lease rent shall be paid by the Lessee to the Lessor after execution hereof every year, in advance in the first week of month of January.
6. That the Lessor hereby confirms that the Lessee shall use the said Demised Premises for the purpose of this Project of installation and running of Waste to Energy Plant (WTE) and produce power from that for a capacity of around 30 MW. The project capacity may be altered or amended if agreed mutually in writing.
7. The Lessor represents and warrants that the said Demised Premises is suitable for the purpose of setting up WTE further all the preliminary approval including environment clearance of land to set up WTE shall be obtained by The Lessee. The Lessee shall obtain and The Lessor shall cooperate in obtaining the necessary permissions and clearances for implementation and running of the project at their own cost and ensure renewal/keeping alive the permission(s) and license(s) required for the purpose. In

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01/10/2019

- case of any default or breach of any terms of any license or permission, the Lessor shall not be responsible for any direct or indirect consequences unless such default or breach is attributed to the Lessor.
8. That the Lessor warrants and represents that the demised premises is free from pollution, unexploded ordinances and environmental damage as well as any occupants.
  9. That the said Demised Premises shall be exclusively used and utilized by The Lessee for the purpose of establishment and running of the Project mentioned above and shall not be used for any other activity. Lessor shall deliver exclusive and lawful possession to lessee of the entire site on signing of this Lease Deed.
  10. That the Lessee shall not be allowed or entitled to mortgage the said Demised Premises or lease hold rights or to *create* any kind of encumbrance over the Demised Premises granted under this Lease Deed.
  11. That the lessor hereby shall ensure that the Demised Premises has round the clock electricity supply of appropriate load as may be required for WTE plant and the Lessee shall be provided electricity connection by the Lessor (including the supply of electricity to the grid), for the capacity/load required for running of the Waste Energy Plant and allied activity from the Electricity Department and the Lessee shall be liable to pay all charges for electricity actually consumed by the Lessee during the occupation and calculated as per the readings recorded by the respective meters installed in the Demised Premises (as referred to the letter of Acceptance annexed hereto as Annexure D).
  12. That the Lessor hereby shall provide the Lessee with 24 hours water connection from the competent authority and Lessee shall be entitled to install Jet Pump/ Submersible Pump and overhead tank with pipe lines and also underground / semi underground water storage tank as may be required to comply with the norms of fire safety or any other law In force or as per the needs of the business of Lessee (as referred to the Letter of Acceptance annexed hereto as Annex D). The same facility shall be made available for and also for the drainage connection system.
  13. That the Lessor shall grant all rights of way, provide road access, air, streetlight, drainage, sewer and privy and other easements appertaining to the Demised Premises (as referred to the Letter of Acceptance annexed hereto as Annexure D).



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14. That the demised premises will be considered to be one contiguous plot and that any public road or thoroughfare will only extend to its entrance and perimeter and shall not run onto or across the Demised premises or any part thereof. Should there be any road or thoroughfare, public or otherwise, on the property, the same shall be for the exclusive enjoyment and use of the Lessee and to the exclusion of others.
15. That the Lessor undertakes that if there is a necessity by way of planning pursuant to revenue records, policy, order of the court, or any claim or complaint by any member of the public for access of any path, public thoroughfare, easement or access an alternative shall be provided by the Nagar Palika at its own cost and initiative so that no interference shall be caused in the exclusive enjoyment and use of the demised property by the Lessee.
16. That the Lessee is hereby authorized by Lessor to carry out all construction works on the Demised Premises, in accordance with the submitted project proposal and the building laws. Lessee may renovate the leased structures, demolish the buildings on the Demised Premises and reconstruct it in order to carry out its obligations and exercise its rights under the partnership declaration.
17. The erected buildings and all works and developments carried out by the Lessee or its legal successors will remain the property of Lessee to the extent permitted by Law, during the Lease period of this Lease Deed and subject to such rights or compensation as permitted under law upon expiry of the lease.
18. That the Lessee shall pay the applicable water Tax and other taxes in respect of the Demised Premises to the concerned authority directly from the date of taking possession of the Demised Premises till the date the Demised Premises is handed over by the Lessee to the Lessor.
19. The Lessor represent that it shall ensure necessary consents for obtaining any statutory permission to be obtained from any Government or Semi Government department/institution, with respect to Land the Demised Premises.

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20. That the Lessor represents that it shall ensure support and agree to sign all the requisite documents/approval/ no objections required by the Lessee to set up and initiate operation of the WTE plant.
21. That the Lessee shall not sublet the Demised Premises or any part thereof to any person/institution, without the consent in writing of the Lessor Save and except a Group Company of the Lessee or in case of the Assignment of its business by the Lessee to its Assignee.
22. That the Lessee shall allow the Lessor or its authorized representative to enter the Demised Premises for the purpose of inspection after the prior written intimation of 48 hours to the Lessee which the Lessee shall not object in any manner. Such an inspection visit will be subject to safety norms of the waste to energy plant.
23. That the Lessee shall enjoy the peaceful possession of the Demised Premises upon handover of the Possession of the premises during the period of Lease without any interruption by the Lessor, and shall pay the rent punctually to the Lessor. The handover of possession shall be the date on which the premises is handed over or deemed to be handed over as per letter of possession/handover.
24. Either Party shall have a right to terminate the Lease Deed by a notice period of 30 days in case of material breach of any terms of this Lease Deed by the other Party (i.e., Lessor or Lessee, as the case may be).
25. That the Lessee shall be free to terminate the agreement in case the Lessor fails to provide the lessee the necessary waste material for the running of plant as per the Waste Supply agreement. In that case, the Lessor will have no legal claim on the Lessee.
26. That if the plant/project does not get the necessary Environmental clearance from the concerned department, the Lessee shall be free to terminate this Lease Deed, the Lessor will not impose any penalty on the Lessee. In this case, Lessor shall not have any legal

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मुंबई, महाराष्ट्र



Director

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claims over the Lessee.

27. That if the plant/project does not get the necessary Environmental clearance from the concerned department, or the Lessee is not able to conclude a PPA at conditions that ensure feasibility of the project, the Lessee shall be free to terminate this Lease Deed, the Lessor will not impose any penalty on the Lessee. In that case, Lessor shall not have any legal claims over the Lessee.
28. That the Lessor shall secure the Demised Premises at its perimeter with an adequate fencing or compound wall, and thereafter the secured land shall be handed over to the Lessee.
29. The Lessor represents and warrants that the Demised Premises is encumbrance free and there are no mortgages, liens or security interests on the site other than those created pursuant to this Lease Deed and there is no litigation pending in respect of Demised Premises in any court or statutory authorities.
30. The Lessee shall be at liberty to assign its rights and obligations under the Lease Deed to its group company, any other entity or any other third party entering into arrangement with The Lessee to operate from the Demised Premises. The right and obligation under the Lease Deed shall stand assigned to the group company, any other entity or the third party and such group company, other entity or third party shall continue to fulfil the conditions in accordance as per the Lease Deed.
31. The Agreement shall be governed by laws of India and all parties submit themselves to the jurisdiction of the Courts of competent jurisdiction at Allahabad, Uttar Pradesh, India, as in addition to Muzaffarnagar part cause of action has arisen in Allahabad.
32. All or any disputes arising out of or touching upon or in relation to the terms of this Lease Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual

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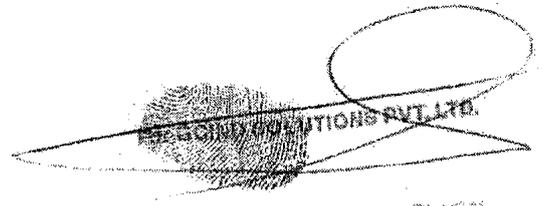
Handwritten signature and stamp in English, including the word "DIRECTOR" and "PVT. LTD.".

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discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The arbitration proceedings shall be held at an appropriate location in Allahabad, which shall be the seat of Arbitration, by a Sole Arbitrator who shall be appointed jointly by the Parties and whose decision shall be final and binding upon the Parties. The venue in addition to Allahabad may be such other places as may specified by the arbitrator after consultation with other parties.

33. The Lessor shall upon expiry of Lease Deed shall first offer the right to enter into a fresh Lease Deed at similar conditions in order to continue its operations to the Lessee and if the Lessee rejects such offer then the Lessor shall be at liberty to approach third party for entering into Lease Deed of Demised Premises for purpose specified herein above.
34. The Lessee shall hand over the possession of the Demised Premises to the Lessor after the term of Lease is expired or sooner if the lease is terminated by the lessee after giving three months' notice in advance of their Intention of doing so. In either case the Lessee will be entitled to remove their constructions, machinery, equipment and other article moveable or fastened or affixed or embedded to the earth in such a manner that no loss or minimum loss/damage is caused to the Demised Premises and as far as practically possible such damages shall be made good by the Lessee.
35. Either party shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented in performing its obligations by reason of laws or regulations, action by any Government or local body or other authority to as far as beyond the control of the party, or due to reasons of force majeure which may include but not limited to riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. Upon happening of the any such force majeure event either party would inform the other party of such event within a period of 30 days from the date of such event. Upon abatement of such event, either party would inform the other party about cessation of the same.

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मुजफ्फरनगर



09/01/201

DZNEURE AD

(2)

15 वें विल आयोग के अन्तर्गत प्राप्त निदिष्ट अनुदान (TIED GRANT) धनसाशि के सापेक्ष नगर पालिका परिषद मुजफ्फरनगर से प्राप्त प्रस्तावों की बैठक का कार्यवृत्त:-  
(नगर पालिका परिषद मुजफ्फरनगर द्वारा प्रस्तुत प्रस्ताव/कार्यो का विवरण कॉलम-6 में एवं विला स्तरीय समिति का निर्णय कॉलम-7 में अधिक है)  
(बैठक दिनांक-04.08.2023)

| क्र. सं. | कार्य का विवरण   | कार्यो के सापेक्ष | कार्य का  | कार्य का विवरण | अवधि/  |
|----------|--|-------------------|---|----------------|--|
| 1        | श्रीमद्देश सख्या 8/3009/320(2)/15वां वि०आ०/2022-23 लखनऊ : दिनांक 28 मार्च, 2023 के द्वारा 15 वें विल आयोग के अन्तर्गत वित्तीय वर्ष 2022-23 के लिए निदिष्ट अनुदान (Tied) की प्रथम किस्ता की धनसाशि अंकन 8.34/1.091/-रु० | 3                 | का विवरण  | 7              | निरस्त (मुख्य सचिव, उ००१० शासन महोदय के निदेशानुसार) |
| 2        | 5398000  | 2                 | 02 नग Skid Steer Loader with Arm lifting force 14122 Newton (N) & Overall operating height 3900 millimeter (mm)                                       | स्वीकृत        |  |
| 3        | 3490000  | 3                 | 01 नग Crawler Hydraulic Excavator (अंकन 34,90,000/-रु० प्रति नग मय जी०एस०टी०)   | स्वीकृत        |  |
| 4        | 7100000  | 4                 | 02 नग Hopper Tipper Dumper use for Mining Material with capacity (cubic meters) 8.5 cubic meter (अंकन 35,50,000/-रु० प्रति नग मय जी०एस०टी०)           | स्वीकृत        |  |
| 5        | 1909180  | 5                 | 91 नग रिक्शा रेहड़े (अंकन 20,980/-रु० प्रति नग मय जी०एस०टी०)  | स्वीकृत        |  |
| 6        | 1681000  | 6                 | रामलीला टिन्ला स्थित कूड़ा स्थल पर बन्द उलाव धर बनाने का कार्य  | स्वीकृत        |  |
| 7        | 1681000  | 7                 | ईदगाह के पास स्थित कूड़ा स्थल पर बन्द उलाव धर बनाने का कार्य  | स्वीकृत        |  |
| 8        | 1681000  | 8                 | रूडकी रोड स्थित सरकारी अस्पताल के पास कूड़ा स्थल पर बन्द उलाव धर बनाने का कार्य   | स्वीकृत        |  |
| 9        | 1681000  | 9                 | रजवाहा रोड स्थित शमशान घाट के सामने कूड़ा स्थल पर बन्द उलाव धर बनाने का कार्य   | स्वीकृत        |  |
| 10       | 1681000  | 10                | मेरठ रोड स्थित आई०टी०आई० कॉलेज के पास कूड़ा स्थल पर बन्द उलाव धर बनाने का कार्य   | स्वीकृत        |  |
| 11       | 1500000  | 11                | किदवाई नगर तालाब पर उ०प्र० उलानिगम द्वारा लगाये गये नये नालकूप से सम्बन्धित क्षेत्र को जलापूर्ति देने के लिए नालकूप की सहायता से नाला जलाने का कार्य। | स्वीकृत        |  |

PHOTO COPY ATTESTED

*[Handwritten signature]*

*[Handwritten initials]*

*[Handwritten signature]*





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ANNEXURE 2071

नगरपालिका परिषद, मुजफ्फरनगर, उत्तर प्रदेश

पत्रांक : 1398 / मासु 12023-24

दिनांक: 27/9/2023

ई-निविदा आमन्त्रण-सूचना

नगर पालिका परिषद, मुजफ्फरनगर, उत्तर प्रदेश शहर की सम्पूर्ण सफाई व्यवस्था को ई-निविदा के आधार पर कराना चाहती है।

प्रमुख सचिव उत्तर प्रदेश के शासनादेश संख्या-P.M.U/3315/429(12)/2023 दिनांक 07/06/2019 के द्वारा स्वच्छ भारत मिशन के अन्तर्गत उत्तर प्रदेश में Solid Waste Management (SWM) के कार्य हेतु नगर विकास विभाग में ठेकेदारों/फर्मों एवम् कम्पनियों/संयुक्त उद्यम (Joint Venure) से नगर पालिका परिषद, मुजफ्फरनगर के शहर की सफाई व्यवस्था समस्त वार्डों एवं वाणिज्यिक प्रतिष्ठानों से डोर टू डोर कूड़े का कलैक्शन, सेकेन्डरी पाइन्टों से कूड़े का निस्तारण, कचरे का प्रोसेसिंग प्लांट/डम्पिंग ग्राउन्ड तक परिवहन एवं यूजर फीस के कलैक्शन के कार्य हेतु आनलाईन निविदा आमन्त्रित की जाती है।

निविदा का विवरण एवं प्रपत्र उत्तर प्रदेश सरकार की ई-प्रक्योरमेंट की वेबसाइट <https://etender.up.nic.in> से प्राप्त किये जा सकते हैं। विस्तृत जानकारी नगर पालिका परिषद, मुजफ्फरनगर के स्वास्थ्य कार्यालय से किसी भी कार्यदिवस में प्राप्त की जा सकती है।

|    |  |  |
|----|--|--|
| 1. | कार्य का नाम   | नगर पालिका परिषद, मुजफ्फरनगर में शहर के समस्त वार्डों एवं वाणिज्यिक प्रतिष्ठानों से डोर टू डोर कूड़े का कलैक्शन, सेकेन्डरी पाइन्टों से कूड़े का निस्तारण, खाली प्लाटों से कूड़ा उठाना, कचरे का प्रोसेसिंग प्लांट/डम्पिंग ग्राउन्ड तक परिवहन एवं यूजर फीस के कलैक्शन का कार्य |
| 2. | कार्य की अनुमानित लागत                                     | रुपये 19,80,00,000/-   |
| 3. | कार्य की अवधि  | 2023-24 की शेष अवधि, 2024-25   |
| 3. | जमानत राशि   | रुपये <del>39,60,000/-</del> की एफ0डी0आर जो अधिशासी अधिकारी, नगरपालिका परिषद मुजफ्फरनगर के नाम बन्धक होगी।   |
| 4. | निविदा प्रपत्र का मूल्य                                    | रुपये <del>1,16,879/-</del> का ड्राफ्ट नगरपालिका परिषद मुजफ्फरनगर के पक्ष में जारी किया जायेगा।  |
| 5. | निविदा प्रपत्र डाउनलोड प्रारम्भ करने की तिथि               | 29 सितम्बर, 2023 से प्रातः 10:00 बजे से  |
| 6. | निविदा प्रपत्र डाउनलोड करने की अन्तिम तिथि                 | 18 अक्टूबर, 2023 से सायं 3:00 बजे तक   |
| 7. | निविदा प्रपत्र आनलाईन जमा करने की प्रकिया की प्रारम्भ तिथि | 29 सितम्बर, 2023 से प्रातः 10:00 बजे से  |
| 8. | निविदा प्रपत्र आनलाईन जमा करने की अन्तिम तिथि              | 18 अक्टूबर, 2023 से सायं 3:00 बजे तक   |

अधिशासी अधिकारी  
नगर पालिका परिषद, मुजफ्फरनगर

Neenakshi  
अध्यक्ष  
नगर पालिका परिषद, मुजफ्फरनगर  
23/9/23

## परिचय:

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नगर पालिका परिषद, मुजफ्फरनगर म्यूनिसिपल सोलिड वेस्ट मैनेजमेंट 2016 के अन्तर्गत शहर के समस्त वार्डों एवं वाणिज्यिक प्रतिष्ठानों से डोर टू डोर कूड़े का कलैक्शन, सेकेंडरी पाइंटों से कूड़े का निस्तारण, कचरे का प्रोसेसिंग प्लांट / डम्पिंग ग्राउन्ड तक परिवहन एवं यूजर फीस के कलैक्शन के कार्य हेतु ई-निविदा आमंत्रित कर रही है।

## ई-निविदा प्रक्रिया:

यह ई-निविदा उत्तर प्रदेश सरकार की ई-प्रक्रियामेंट की वेबसाईट <https://etender.up.nic.in> के माध्यम से होगी।

इस निविदा में भाग लेने के लिये [https://etender/up.nic.in](https://etender.up.nic.in) पर रजिस्ट्रेशन होना अनिवार्य है।

निविदा को साईन करने के लिये निविदाकार के पास क्लास 3 का डिजिटल सिग्नेचर सर्टिफिकेट होना आवश्यक है। आई0 डी0 से लॉगिन करने के पश्चात टैन्डर डाक्यूमेंट का डाउनलोड किये जा सकते हैं।

टैन्डर की एन0आई0टी0 के अनुसार सभी आवश्यक दस्तावेजों की स्कैन प्रति तैयार कर के रखे। किसी भी तरह की इन्टरनेट कनेक्शन की अनुपलब्धता या किसी अन्य तकनीकी परेशानी से बचने के लिए समय से पूर्व ही टैन्डर अपलोड कर लें।

किसी भी तरह की शुद्धि पत्र इत्यादि के लिए वेबसाईट को चैक करते रहे।

## 1. आनलाईन बिड प्रस्तुत करने के लिए आवश्यक योग्यता:

यह निविदा उन सभी निविदादाताओं को जो निर्धारित शर्तों को पूरा करने में पूर्ण रूप से सक्षम हों, उनके लिए खुला आमंत्रण है।

1. निविदादाता का भागीदारी / स्वामित्व या कम्पनी अधिनियम के अन्तर्गत रजिस्ट्रेशन होना आवश्यक है।
2. निविदादाता का आयकर विभाग में पंजीयन (पैन नम्बर) होना आवश्यक है।
3. निविदादाता का ई0पी0एफ0, ई0एस0आई0 विभाग में पंजीयन होना आवश्यक है।
4. निविदादाता का जी0 एस0 टी0 विभाग में पंजीयन होना आवश्यक है।
5. निविदादाता (संयुक्त उद्यम की स्थिति में किसी एक सदस्य) द्वारा किसी भी नगर पालिका / नगर निगम में कम से कम पांच वर्षों का सफाई सम्बन्धित कार्य का अनुभव होना चाहिए।
6. निविदादाता को वित्तीय रूप से सक्षम होना चाहिए। विगत तीन वर्षों 2019-20, 2020-21 एवं 2021-22 का औसत टर्नओवर 50 करोड़ रुपये से कम नहीं होना चाहिए।
7. निविदादाता (संयुक्त उद्यम की स्थिति में किसी एक सदस्य) की वर्ष 2021-22 में नेटवर्थ 10 करोड़ से कम नहीं होनी चाहिए।
8. संयुक्त उद्यम की दशा में सदस्यों की संख्या दो से अधिक नहीं होनी चाहिए तथा संयुक्त उद्यम के दस्तावेज परिशिष्ट सं0 1 से 4 के अनुसार निविदा के साथ प्रस्तुत किये जाने होंगे।
9. निविदादाता / Joint venture को किसी भी बैंक के द्वारा जारी किया 03 करोड़ रुपये का सालवैसी सर्टिफिकेट होना आवश्यक है।
10. निविदादाता (संयुक्त उद्यम की स्थिति में किसी एक सदस्य) का उत्तर प्रदेश में शाप एन्ड ऐसटेबलिशमेंट ऐक्ट में पंजीकरण का प्रमाण पत्र होना आवश्यक है।
11. नवीनतम जी0एस0टी0 रिटर्न की प्रतिलिपि

12. निविदादाता (संयुक्त उद्यम की स्थिति में किसी एक सदस्य) उत्तर प्रदेश में किसी भी नगर पालिका, नगर पालिका परिषद में वर्तमान में समान प्रकृति के कम से कम एक कार्य में कार्यरत हो।

अपलोड किये गये सभी दस्तावेजों की एक प्रति निविदा का समय पूरा होने से पूर्व नगर पालिका परिषद, मुजफ्फरनगर में जमा कराना अनिवार्य होगा। ऐसा ना होने पर निविदा पर विचार नहीं किया जायेगा।

## 2. निविदादाता का कार्य/दायित्व :

निविदादाता को इस निविदा के अर्न्तगत निम्न कार्य करने होंगे:-

1. शहर के समस्त वार्डों के आवासीय एवं वाणिज्यिक प्रतिष्ठानों से प्रतिदिन टाटा एस अथवा रिक्शा के द्वारा कूड़े का कलैक्शन कराना होगा। (अलग-अलग)
2. शहर में स्थित सभी सेकेन्डरी पाइन्टस से कूड़े को ट्रैक्टर ट्राली अथवा टाटा एस के द्वारा डम्पिंग ग्राउन्ड तक पहुँचाना होगा।
3. नगर पालिका परिषद के स्वामित्व वाले वाहनों जो कि उसे इस कार्य के लिये दिये जायेंगे की मरम्मत, देखरेख इत्यादि की जिम्मेदारी निविदादाता की होगी। आवश्यकतानुसार अतिरिक्त वाहनों की व्यवस्था निविदादाता को स्वयं करनी होगी।
4. निविदादाता कार्य में प्रयोग में आने वाले वाहनों के डीजल की व्यवस्था स्वयं करेगा।
5. वाहनों के बीमा इत्यादि के नवीनीकरण की निविदा दाता को व्यवस्था करनी होगी।
6. वाहनों से किसी भी प्रकार की दुर्घटना की भरपाई के लिए निविदादाता जिम्मेदार होगा।
7. निविदा दाता को POS मशीन के द्वारा उपयोगकर्ता शुल्क संग्रह करना होगा। यह कार्य यूजर फी कलैक्शन ऐप के द्वारा किया जाना है जिसमें निम्नलिखित का प्रावधान हो:-
  - प्रत्येक माह की पहली तारीख को आवासीय/वाणिज्यिक प्रतिष्ठानों का बिल आटोमैटिक जनरेट होना चाहिए।
  - इकट्ठा की गई राशि का वार्ड वार्डों तारीख वार्ड रिपोर्ट।
  - यूजर चार्ज ना देने वाले व्यक्तियों की रिपोर्ट ताकि पालिका ऐसे लोगों पर जुर्माना लगा सके।
  - आवश्यकतानुसार लेजर रिपोर्ट (Ledger)।
8. निविदादाता को स्मार्ट कन्ट्रोल रूम/शिकायत निवारण केन्द्र (आई0 टी0 इनेबल्ड) की स्थापना करनी होगी। जहाँ सभी वार्डों में कार्य की मोनेटरिंग भी हो।
9. निविदादाता को शहर में स्थित सभी आवासीय भवनो, वाणिज्यिक प्रतिष्ठानों, बैंकट हाल, धर्मशालाओं, अस्पतालों, होटल, रेस्टोरेंट, शिक्षा संस्थानों, गेस्ट हाउस इत्यादि का विवरण इकटठा करना होगा जिसको यूजर चार्ज ऐप में फीड किया जा सके।
10. उपयोग में आने वाले वाहनों में जी0पी0आर0एस0 लगाना अनिवार्य होगा।
11. पी0ए0 सिस्टम वाहनो में लगाना अनिवार्य होगा।
12. कार्यरत समस्त कर्मचारियों का बीमा कराना अनिवार्य होगा।
13. वाहन खराब होने पर, अतिरिक्त वाहन की व्यवस्था तत्काल करनी होगी।

## 3. शर्तें :

1. शर्त निविदा अमान्य होगी।
2. सफल निविदाकार की दरे स्वीकृत होने की सूचना मिलने पर निर्धारित अवधि में निर्धारित प्रारूप में अनुबंध पत्र संपादित करना होगा, अनुबंध पत्र पर होने वाला व्यय निविदाकार को स्वयं वहन करना होगा। निर्धारित समयावधि में अनुबंध संपादित नहीं करने पर निविदाकार की जमा धरोहर राशि/जमानत जब्त कर ली जायेगी।
3. निविदा में भाग लेने हेतू संबधित संस्था/कम्पनी को नगर पालिका परिषद, मुजफ्फरनगर के पक्ष में धरोहर राशि रूपये **उन्तालीस लाख साठ हजार की एक0 डी0 आर0/एन0 एस0 सी0/आर0टी0जी0एस0/डी0 डी0/बैंक गारन्टी** जो कि अधिशासी अधिकारी, नगर पालिका परिषद, मुजफ्फरनगर के पक्ष में निविदा जमा कराने की अंतिम तिथि एवं समय से पहले जमा कराना होगा।

4. अमानत राशि के अभाव में उस निविदादाता को अमान्य घोषित कर शेष निविदादाताओं की वित्तीय प्रस्ताव के लिफाफों को खोला जायेगा।
5. सफल निविदादाता को कार्यदेश जारी होने के पश्चात धरोहर राशि को निविदादाता को वापिस नहीं की जायेगी।
6. निविदादाता से अपेक्षा की जाती है कि वे टेन्डर डाक्यूमेंट में लिखित शर्तों का गहन अध्ययन करने के पश्चात ही निविदा प्रस्तुत करें।
7. निविदादाता को नगर पालिका परिषद, मुजफ्फरनगर के बारे में सम्पूर्ण जानकारी **Project Information Memorandum (PIM)** में दी गई है। निविदादाता को सलाह दी जाती है कि कार्य को निष्पादित किये जाने हेतु उपयोग में लाये जाने वाले माहन एवं शहर की वस्तुस्थिति का शहर में घूमकर आकलन कर लें।
8. निविदा प्रस्तुत करने वाली फर्म के सम्बन्ध में यह माना जायेगा कि उनके द्वारा टेन्डर की समस्त शर्तों का अध्ययन कर लिया गया है।
9. निविदा जमा कराने के बाद निविदादाता की किसी भी आपत्ति आदि पर कोई भी विचार नहीं किया जायेगा।
10. नगर पालिका परिषद, मुजफ्फरनगर को सम्पूर्ण टेन्डर अथवा टेन्डर के किसी भाग/सामग्री/कार्य को स्वीकृत करने या अस्वीकार करने का पूर्ण अधिकार है। अस्वीकृति का कारण बताना आवश्यक नहीं होगा।
11. टेन्डर में प्राप्त दरों को स्वीकार/अस्वीकार करने का अधिकार नगर पालिका परिषद, मुजफ्फरनगर को होगा।
12. स्वीकृत निविदादाता/एजेंसी द्वारा पालिका में लगाये गये श्रमिकों के वेतन का भुगतान अनिवार्यतः श्रमिकों के बैंक खाते में जमा कराना होगा।
13. निविदादाता को प्रत्येक माह की 7 तारीख तक कर्मचारियों को वेतन का भुगतान करना अनिवार्य है।
14. यदि पालिका किसी विषम परिस्थितियों में स्वीकृत निविदादाता को भुगतान में विलम्ब करती है तो स्वीकृत निविदादाता केवल एक माह को लेबर के वेतन का भुगतान अपने संसाधनों से करेगा।
15. शासन द्वारा एजेंसियों के सम्बन्ध में समय-समय पर जारी नियम/निर्देश/वैधानिक अथवा कानूनी प्रावधान प्रभावशील होंगे। स्वीकृत एजेंसी शासन द्वारा निर्धारित शर्तों के अनुसार विभिन्न प्रमाण पत्रों को प्राप्त करना अनिवार्य होगा।
16. यदि स्वीकृत एजेंसी द्वारा उपलब्ध कराया गया कर्मचारी संतोषजनक कार्य नहीं करता है एवं नगर पालिका परिषद, मुजफ्फरनगर द्वारा स्वीकृत एजेंसी को सूचित करने के उपरांत स्वीकृत एजेंसी द्वारा ऐसे कर्मचारी को 7 कार्यदिवस में उपयुक्त अन्य कर्मचारी से बदला नहीं जाता है तो संबंधित कर्मचारी की उस माह के लिये देय राशि के समतुल्य की राशि अर्थदण्ड के रूप में स्वीकृत एजेंसी की धरोहर राशि से काट ली जायेगी।
17. सफल निविदादाता को एक करोड़ अठानवे लाख रुपये की सिक्योरिटी एफ0डी0आर0 के रूप में पालिका में जमा कराना आवश्यक होगा।
18. आयकर की नियमानुसार आवश्यक कटौती के उपरांत भुगतान किये जायेगा। कटौती का प्रमाण पत्र पालिका कार्यालय से प्राप्त किया जा सकता है।
19. स्वीकृत एजेंसी द्वारा उपलब्ध कराये गये श्रमिक को सामान्यतया मृदुभाषी, अनुशासन प्रिय एवं कर्तव्यनिष्ठ होना चाहिए।
20. स्वीकृत एजेंसी द्वारा लगाये गये श्रमिकों की गोपनीयता एवं सुरक्षा को किसी भी स्थिति में भंग नहीं होने देगी।
21. स्वीकृत एजेंसी द्वारा उपलब्ध कराये गये श्रमिकों के पास एजेंसी द्वारा जारी किये गये फोटो पहचान पत्र होना आवश्यक है जिसे संबंधित श्रमिक ड्यूटी अवधि के दौरान अपने पास रखेगा और कार्यालय के अधिकारी/कर्मचारी के मांगने पर अवलोकन हेतु प्रस्तुत करेगा।

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22. यदि नगर पालिका परिषद, मुजफ्फरनगर द्वारा यह महसूस किया जाता है कि स्वीकृत एजेन्सी द्वारा उपलब्ध कराये गये किसी व्यक्ति/व्यक्तियों की सत्यनिष्ठा संदिग्ध है अथवा वह अपनी सेवाये संतोषजनक रूप में नहीं दे पा रहा है तो नगर पालिका परिषद, मुजफ्फरनगर द्वारा ऐसे व्यक्ति/व्यक्तियों को कार्यालय/परिसर/कार्यस्थल से तत्काल बाहर कर दिया जायेगा। ऐसी स्थिति में स्वीकृत एजेन्सी को वैकल्पिक व्यवस्था कर अन्य व्यक्तियों को सेवा के लिये उपलब्ध कराना होगा।
23. नगर पालिका परिषद, मुजफ्फरनगर को यह अधिकार होगा कि वह स्वीकृत एजेन्सी द्वारा उपलब्ध कराये गये श्रमिक को कर्तव्य निर्वहन, अनुशासन, गरिमा, कार्य निष्पादन, सुरक्षा गोपनीयता इत्यादि के संबन्ध में निर्देशित कर सकती है। इस प्रकार के जारी निर्देशों का पालन संबन्धित श्रमिक के लिये बंधनकारी होगा।
24. यदि उपलब्ध कराये गये कर्मचारियों में आपसी विवाद उत्पन्न होता है तो स्वीकृत एजेन्सी का यह दायित्व होगा कि वह ऐसे विवादों का निपटारा तत्काल करे।
25. कार्यरत व्यक्ति किसी भी स्थिति में नगर पालिका परिषद, मुजफ्फरनगर का कर्मचारी मान्य नहीं होगा। यदि एजेन्सी द्वारा अथवा नगर पालिका परिषद द्वारा किसी भी कर्मचारी की सेवा समाप्त की जाती है तो उक्त कर्मचारियों द्वारा नगर पालिका परिषद, मुजफ्फरनगर के विरुद्ध सहायक श्रमायुक्त अथवा श्रम न्यायालय या किसी भी अन्य मा0 न्यायालय में कोई भी दावा प्रस्तुत किया जाता है कि उस दावे का निराकरण एवं हर्जे खर्चे की सम्पूर्ण जबाबदारी संबन्धित एजेन्सी की होगी।
26. कार्य के दौरान किसी प्रकार की घटना/दुर्घटना होने पर नगर पालिका परिषद, मुजफ्फरनगर की कोई जिम्मेदारी नहीं होगी। संबन्धित व्यक्ति को नियमानुसार क्षतिपूर्ति देने का अधिकार निविदादाता का रहेगा।
27. उपलब्ध कराये जाने वाले कर्मचारी की आयु शासन द्वारा निर्धारित आयु सीमा अनुसार रहेगी।
28. कार्य की अवधि 7 दिवस (8 घंटे प्रति शिफ्ट) के मानक से निर्धारित रहेगी। प्रत्येक व्यक्ति को साप्ताहिक अवकाश दिये जाने हेतु रैस्ट रिलीवर भी नियुक्त किया जाना होगा।
29. यदि निविदा संयुक्त उद्यम के द्वारा भरी जानी है तो Joint Venture Agreement के अभाव में निविदा निरस्त कर दी जायेगी।
30. विधि में परिवर्तन के कारण या शासनादेश के पालन में या अप्रत्याशित/अपरिहार्य कारणों से यदि नगर पालिका परिषद, मुजफ्फरनगर द्वारा टेन्डर निरस्त किया जाता है तो इस सम्बन्ध में किसी भी निविदाकार को किसी भी प्रकार की आपत्ति करने या क्षतिपूर्ति की राशि प्राप्त करने का अधिकार नहीं होगा।
31. निविदादाता द्वारा 100 रुपये के स्टाम्प पेपर पर नोटरी शपथ पत्र इस आशय का प्रस्तुत करना होगा कि उसके विरुद्ध कोई अपराधिक मुकदमा पंजीकृत नहीं है। तथा उसे किसी मान्य न्यायालय द्वारा दण्डित नहीं किया गया है तथा संस्था को किसी नगर निगम, नगर पालिका परिषद द्वारा ब्लैकलिस्ट नहीं किया गया है।
32. बिलों में बढ़ोतरी कन्ज्यूमर प्राईस इन्डेक्स (CPI) को आधार मानते हुए की जायेगी। जिसमें लेबर कम्पोनेन्ट 65 प्रतिशत, ईंधन कम्पोनेन्ट 25 प्रतिशत एवं दूसरे खर्चों के लिए 10 प्रतिशत माना जायेगा।
33. किसी भी विवाद की स्थिति में अधिशासी अधिकारी नगर पालिका परिषद, मुजफ्फरनगर का निर्णय अंतिम एवं मान्य होगा। न्यायालयीन वाद की स्थिति में न्यायालय क्षेत्र मुजफ्फरनगर रहेगा।
34. निविदादाता को विवरण के अनुसार ही दर प्रस्तुत करना होगा। टेन्डर में उल्लेखित कार्य के विवरण में परिवर्तन करने का अधिकार नगर पालिका परिषद, मुजफ्फरनगर को रहेगा।
35. नगर पालिका परिषद, मुजफ्फरनगर द्वारा नियमानुसार बिल में से समस्त करों की कटौती की जाकर भुगतान कार्यवाही की जायेगी। निविदादाता को समस्त कर, शुल्क आदि का आकलन कर दरें समस्त कर सहित प्रस्तुत करना होगा। स्वीकृत दरों के अतिरिक्त किसी भी प्रकार का कोई शुल्क या भुगतान नहीं किया जायेगा।
36. परफोरमेन्स गारन्टी कार्य पूर्ण होने के एक माह के पश्चात ही नियमानुसार वापस की जायेगी। इस पर किसी भी प्रकार का कोई ब्याज नहीं दिया जायेगा।

37. निविदा प्रपत्र भी अनुबंध की शर्तों का एक भाग है इसलिये निविदा में उल्लेखित शर्तों का पूर्ण रूप से पालन किया जाना आवश्यक होगा।
38. निविदादाता को अनुबंध में हस्ताक्षर उपरान्त कार्यादेश में उल्लेखित निर्धारित अवधि में कार्य कराना आवश्यक होगा। किन्हीं विशेष परिस्थितियों में अवधि में वृद्धि करने का अधिकार नगर पालिका परिषद, मुजफ्फरनगर को होगा।
39. समस्त सफाई श्रमिकों को हैंड ग्लैव्स, फेस मास्क, गमबूट, शूज वर्दी इत्यादि निविदाकार को उपलब्ध करानी होगी।
40. चयनित एजेन्सी द्वारा समय से कार्य पूरा न कराने पर पैनाल्टी आरोपित की जायेगी जो कि निम्न प्रकार से है:-

| क्र. सं. | कार्य का विवरण  | निष्पादन की अवधि | पैनाल्टी की राशि  |
|----------|---|------------------|-------------------|
| 1.       | घरों से कूड़ा ना उठाना  | 8 घंटे           | रु 100            |
| 2.       | गलियों से कूड़ा ना उठाना  | 8 घंटे           | रु 200            |
| 3.       | कूड़ा ट्रांसफर स्टेशन से लैंडफिल साइट पर ट्रांसपोर्ट ना करने पर | 8 घंटे           | रु 1000           |
| 4.       | खुले वाहन से कूड़ा परिवहन करने पर                               |                  | रु 1000 प्रति बार |

41. कम्पनी (संयुक्त उद्यम की स्थिति में किसी एक सदस्य) के पास किसी भी नगर पालिका अथवा नगर पालिका परिषद में कम से कम पाँच वर्षों का सफाई कार्य का अनुभव होना चाहिए।
42. कार्य को सुचारू रूप से चलाने के लिए यदि अतिरिक्त वाहनों एवं संसाधनों की व्यवस्था निविदादाता को स्वयं करनी होगी। जिसका विवरण निविदादाता द्वारा अपने तकनीकी प्रस्ताव में दर्शाया जाना आवश्यक है।
43. निविदा प्रपत्र के प्रत्येक पेज पर निविदाकार के मुहर एवं हस्ताक्षर होने चाहिए।
44. निविदा की वैधता निविदा खुलने की तिथि से 90 दिन तक होगी।
45. यह निविदा अहस्तान्तरणीय होगी। कार्य को किसी दूसरी एजेन्सी को हस्तान्तरित नहीं किया जा सकेगा।
46. निविदादाता को प्रयोक्ता शुल्क संग्रहण का अधिकार होगा। प्रयोक्ता शुल्क न देने वाले व्यक्तियों की सूचना निविदादाता नगर पालिका परिषद को देगा ताकि पालिका ऐसे गृहस्वामी /आवासीय प्रतिष्ठान के मालिकों से प्रयोक्ता शुल्क जुर्माने के साथ वसूली करने के लिए बाध्य होगी।

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## 4. निविदा का मूल्यांकन :

## तकनीकी निविदा मूल्यांकन

निविदादाता को दो निविदा प्रणाली का अनुसरण करना होगा जिसमें तकनीकी निविदा तथा वित्तीय निविदा पृथक-पृथक मूल्यांकित की जायेगी।

तकनीकी निविदा मूल्यांकन निम्न बिन्दुओं पर आधारित होगा।

संयुक्त उधम की स्थिति में, संयुक्त उधम में सभी सदस्यों के द्वारा प्रस्तुत किये गये दस्तावेजों को एक इकाई माना जायेगा। एवं उनको एक इकाई मानते हुए दस्तावेजों का मूल्यांकन किया जायेगा। उदाहरण के लिए किसी एक सदस्य की टर्नओवर दस लाख रुपये है और दूसरे सदस्य की टर्नओवर बीस लाख रुपये है तो कुल टर्नओवर तीस लाख रुपये मानते हुए टर्नओवर की गणना की जायेगी।

|    |  |               |
|----|--|---------------|
| 1. | कार्य का अनुभव वर्षों में (एजेंसी/JV)                                      | 20 अंक अधिकतम |
| अ. | 3 से 5 वर्षों तक   | 10 अंक        |
| ब. | 5 वर्षों से 10 वर्षों तक   | 15 अंक        |
| स. | 10 वर्षों से अधिक  | 20 अंक        |
| 2. | एकल कार्यादेश (सरकारी उपक्रम में)  | 20 अंक अधिकतम |
| अ. | 10 करोड़ या अधिक का सिंगल वर्क आर्डर, एग्रीमेंट अथवा परफॉर्मेंस सर्टिफिकेट | 10 अंक        |
| ब. | 30 करोड़ या अधिक का सिंगल वर्क आर्डर, एग्रीमेंट अथवा परफॉर्मेंस सर्टिफिकेट | 15 अंक        |
| स. | 50 करोड़ या अधिक का सिंगल वर्क आर्डर, एग्रीमेंट अथवा परफॉर्मेंस सर्टिफिकेट | 20 अंक        |
| 3. | पिछले तीन वित्तीय वर्षों का औसत टर्नओवर                                    | 20 अंक अधिकतम |
| अ. | 30 करोड़ या अधिक   | 10 अंक        |
| ब. | 50 करोड़ या अधिक   | 15 अंक        |
| स. | 75 करोड़ या अधिक   | 20 अंक        |
| 4. | तकनीकी प्रस्ताव  | 30 अंक        |
| अ. | डोर टू डोर कलैक्शन की कार्य योजना  | 10 अंक        |
| ब. | कूड़े के परिवहन की कार्य योजना   | 5 अंक         |
| स. | पी0 ओ0 एस0 मशीन द्वारा उपयोग कर्ता शुल्क संग्रह की कार्य योजना             | 5 अंक         |
| द. | कम्प्यूटराईज्ड शिकायत निवारण केन्द्र की कार्य योजना                        | 5 अंक         |
| य. | आई0ई0सी की कार्ययोजना  | 5 अंक         |
| 5. | वर्तमान में यूजर फी कलैक्शन एप के द्वारा किया जा रहा है                    | 5 अंक         |
| 6. | वर्तमान में आई0टी0इनेबल्ड कम्प्यूटराईज्ड शिकायत निवारण केन्द्र कार्यरत है। | 5 अंक         |

नोट:-

- उपरोक्त तकनीकी मूल्यांकन में न्यूनतम 80 अंक पाने वाले निविदाकार को ही वित्तीय बिड के लिये पात्र माना जायेगा।
- वित्तीय बिड में प्रस्तुत किये जाने वाली दरे तकनीकी प्रस्ताव के अनुरूप होनी चाहिए। यदि निविदादाता प्रस्तुत की गई दरे को तकनीकी बिड के अनुसार Justify करने में असमर्थ पाया जाता है अथवा उसके द्वारा प्रस्तुत की गई दरे व्यवहारिक नहीं हैं तो ऐसे निविदादाता को पात्र न मानते हुए उसकी निविदा को अमान्य माना जायेगा।

3. तकनीकी मूल्यांकन में अधिकतम अंक पाने वाले निविदाकार को **Right To Refusal** के आधार पर प्राथमिकता दी जायेगी यदि ऐसे निविदादाता की दरें एल-1 ना हो तब भी उसे एल-1 की दरों पर कार्य करना होगा। यदि तकनीकी रूप से टी-1 एल-1 की दरों पर कार्य करने के लिए तैयार नहीं होगा तो टी-2 को कार्य करने का प्रस्ताव दिया जायेगा। यदि टी-2 भी कार्य करने में मना करता है तो यह क्रम इसी प्रकार आगे बढ़ेगा।
4. टी0-1 से तात्पर्य तकनीकी निविदा में उच्चतम अंक प्राप्त करने वाले निविदादाता से है। तथा एल0-1 से तात्पर्य वित्तीय निविदा में निम्नतम बोली दाता अर्थात जिसकी दरें सबसे कम हैं से है।

#### 5. कार्यादेश का जारी होना :

उपरोक्त मूल्यांकन सम्बन्धी सभी प्रक्रियाओं का पालन करते हुए सफल निविदादाता को सक्षम अधिकारी द्वारा कार्यादेश जारी कर दिया जायेगा। कार्यादेश जारी करने के एक सप्ताह के भीतर सफल निविदादाता कार्य शुरू करना होगा।

#### 6. अनुबन्ध:

सफल निविदादाता को 100 रुपये के स्टाम्प पेपर पर कार्यादेश जारी होने के एक माह के भीतर निर्धारित प्रपत्र में एक अनुबन्ध करना होगा। निविदा प्रपत्र भी अनुबन्ध का एक भाग माना जायेगा।

#### 7. प्रस्ताव की वैधता:

यह अनुबन्ध वित्तीय वर्ष 2023-24 की शेष अवधि तथा वित्तीय वर्ष 2024-25 के लिए मान्य होगा। जिसे आपसी सहमति से कार्य की परफोरमेंस के आधार पर तीन वर्षों के लिए बढ़ाया जा सकता है।

#### 8. कार्ययोजना का प्रारूप:

सफल निविदादाता कार्यादेश जारी होने के सात कार्यदिवसों के अन्दर अपनी कार्ययोजना पालिका में जमा करेगा।

#### 8. अमानता राशि की वापसी:-

असफल निविदादाताओं की अमानता राशि सफल निविदादाता के साथ अनुबंध होने के पश्चात असफल निविदादाता को स्वतः ही वापसी कर दी जायेगी। अमानता राशि पर किसी भी प्रकार का कोई भी ब्याज इत्यादि देय नहीं होगा। सफल निविदादाता की अमानता राशि अनुबंध हाने के समय बैंक गारण्टी/डी0डी0/एफ0 डी0 आर0 इत्यादि प्रस्तुत करने पर वापसी योग्य होगी।

अमानता राशि निम्नलिखित एक या अधिक कारणों से जब्त की जा जायेगी-

- ✓ निविदा प्रपत्र में उल्लेखित वैधता अवधि के पूर्व निविदादाता द्वारा अपना प्रस्ताव वापस लिया जाता है।
- ✓ निविदादाता द्वारा गलत साक्ष्यों अथवा दस्तावेजों के भ्रामक होने की दशा में अमानता राशि जब्त कर ली जायेगी।
- ✓ यदि सफल निविदादाता अनुबंध करने में किसी भी कारण से विफल रहता है।

#### 9. निरर्हता :

नगर पालिका परिषद, मुजफ्फरनगर को यह अधिकार होगा कि वह किसी भी निविदादाता के प्रस्ताव को मूल्यांकन के दौरान अयोग्य घोषित कर सकता है।

#### 10. विवाद समाधान प्रक्रिया:-

इस अनुबंध की संरचना एवं व्याख्या भारतीय कानून द्वारा शासित है। इस अनुबंध से उत्पन्न होने वाले किसी भी विवाद/विवादों का न्याय क्षेत्र मुजफ्फरनगर रहेगा।

- 11. टेन्डर की शर्तों के उल्लंघन की दशा में निविदादाता अथवा नगर पालिका को तीन माह का नोटिस देकर कार्य को समाप्त करने का अधिकार होगा।
  
- 12. **अप्रत्याशित घटना (Force Majeure):**  
दिये गये ऑफर की स्वीकृति एवं अनुबंध के उपरान्त किन्ही भी परिस्थितियों जैसे- बाढ़, भूकम्प, अन्य प्राकृतिक आपदा, करों में वृद्धि, श्रम परिस्थितियां आदि के आधार पर ऑफर में कोई बदलाव मान्य नहीं होगा तथा सशर्त ऑफर मान्य नहीं होगा। निविदा स्वीकृत/अस्वीकृत करने का अधिकार नगर पालिका परिषद, मुजफ्फरनगर के पास सुरक्षित होगा।

  
अधिसासी अधिकारी  
नगर पालिका परिषद, मुजफ्फरनगर

Meenakshi  
23/9/23  
अध्यक्ष  
नगर पालिका परिषद, मुजफ्फरनगर

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15 वें वित्त आयोग के अन्तर्गत प्राप्त निर्दिष्ट अनुदान **TIED GRANT** की धनराशि के सापेक्ष **नगर पालिका परिषद मुजफ्फरनगर** से प्राप्त प्रस्तावों/ कार्यों का विवरण एवं जिला स्तरीय समिति का निर्णय निम्न प्रकार है:-

(बैठक दिनांक- 22 फरवरी, 2024)

| क्र.सं. | कुल आवंटित धनराशि   | व्यय की जाने वाली धनराशि | कार्य के सापेक्ष प्रस्तावित धनराशि | कार्य का क्रमिक | कार्य का विवरण  | अनुमति/स्वीकृति/स्वीकृत/स्वीकृत  |
|---------|---|--------------------------|------------------------------------|-----------------|---|--|
| 1       | श्री0 शं0-8/3548/320(6)/15 वां वि0श्री0/2023-24, दिनांक 12.09.2023 द्वारा वित्तीय वर्ष 2022-23 के अन्तर्गत लिए ससुत निर्दिष्ट अनुदान (टाइड ग्रांट) की द्वितीय किस्त की धनराशि अंकन 8,35,54,512-00 ₹00 | पेयजल                    | 37,99,600-00                       | 1               | नगर क्षेत्र में नवनिर्मित 04 नगा नलकूपों के संभालन हेतु स्काडा आटोमेशन कार्य। नलकूप विवरण निम्न है:-<br>(i)- किदवई नगर तालाब पर<br>(ii)- रामपुरी कब्रिस्तान में।<br>(iii)- कुष्णापुरी काली नदी किनारे माढी पर।<br>(iv)- देवपुरम आदर्श कालोनी। | स्वीकृत।   |
| 2       |   | पेयजल                    | 38,50,000-00                       | 2               | नगर की संकरी गलियां में पानी छिडकाव की आवश्यकता पर 01 नगा टाला रक 407 मालिटिड एटी स्मॉग पन की आपूर्ति का कार्य।   | स्वीकृत।   |
| 3       |   | पेयजल                    | 38,66,804-00                       | 3               | विस्तारीकरण उपखान्त जुडे ग्रामों में आवश्यकता की स्थिति में लगभग 1700 मीटर 110 एम0एम0 जया साईज की पी0वी0सी0 पाईप लाईन बिछाये जाने का कार्य।   | स्वीकृत।   |
| 4       |   | पेयजल                    | 37,55,980-00                       | 4               | नगर पालिका के विभिन्न वार्डों में पेयजल हेतु 20 नगा वाटर कूलर आर ओ सहित आपूर्ति व अधिछापन का कार्य।<br>@ अंकन ₹0-1,87,799 /-प्रतिनगा जी0एस0 टी0 सहित। (सूची सलान)   | अस्वीकृत।  |
| 5       |   | पेयजल                    | 36,39,200-00                       | 5               | नगर पालिका के ग्रामीण वार्डों में पेयजल हेतु 80 नगा इण्डिया मार्क-2 हेण्डपम्प के रिपेरिंग का कार्य। @ अंकन ₹0-45,490 /- प्रतिनगा जी0एस0टी0 सहित। (सूची सलान)  | (चिन्हित स्थानों की सूची प्रस्तुत नहीं की गयी। चिन्हित स्थानों की सूची सहित आगपान में अंकित दर की जांच जल निगम से कराते हुए जांच आख्या के साथ पुनः प्रस्ताव प्रस्तुत किया जाये।) |

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| 6 | पेयजल | 25,82,076-00 | 6 | वार्ड नं0-17 के क्षेत्र कुकडा में जलापूर्ति हेतु पूर्व से अधिष्ठापित नलकूप के रिबोरिंग का कार्य।                                      | अस्वीकृत।<br>(कार्य के आगमन की जांच जल निगम से कराते हुए जांच आख्या के साथ पुनः प्रस्ताव प्रस्तुत किया   |
| 7 | पेयजल | 39,52,343-00 | 7 | नगर क्षेत्र में स्थित 20 नम नलकूपों के पम्प बल्ब्सों की छतें लिकेज एवं आवश्यक समस्त क्षतिग्रस्त मरम्मत कार्य। (पम्प हाऊस सूची संलग्न) | स्वीकृत।<br>(सहायक अभियन्ता (जलकल) द्वारा बताया गया कि पूरी छत / दीवारों का प्लास्टर उतारकर पुनः प्लास्टर व छत मरम्मत कराकर लीकेज बन्द करानी है, खिड़की दरवाजा बदलना आवश्यक है।<br>तदनुसार एम0एस0 के स्थान पर लकड़ी का दरवाजा/खिड़की लगाने की शर्त के साथ कार्य स्वीकृत किया गया। कार्य प्रारम्भ करने से पहले एवं कार्य पूर्ण होने के उपरान्त के फोटोग्राफ उपलब्ध कराना एवं कार्य में क्वालिटी युक्त सामग्री प्रयुक्त करना सहायक अभियन्ता का उत्तरदायित्व होगा।) |
| 8 | पेयजल | 17,54,832-00 | 8 | वार्ड नं0-18 के क्षेत्र कल्याणपुरी में स्थित 1500 के0एल0 क्षमता के ओवर हैड टैंक की लिकेज मरम्मत कार्य।                                | स्वीकृत।<br>(कार्य प्रारम्भ करने से पूर्व आगमन की जांच अधिशारी अभियन्ता जल निगम-नगरीय, मु0नगर से कराकर आगमन की दर सत्यापन संबंधी आख्या प्राप्त करने के उपरान्त कार्य प्रारम्भ किया जाये।)  |
| 9 | पेयजल | 13,27,500-00 | 9 | वार्ड नं0-18 कल्याणपुरी में स्थित नलकूप संख्या-54 हेतु 75 के0वी0ए0 क्षमता के जनरेटर की आपूर्ति एवं अधिष्ठापन का कार्य।                | स्वीकृत।   |

Nehalshi

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|----|----------------------|----------------|----|---|---|
| 10 | पेजल                 | 39,98,402-00   | 10 | 1-नलकूप स0-02 (नगर पालिका राम लीला मैदान)<br>2-नलकूप स0-05 (डारिकापुरी टकी)<br>3-नलकूप स0-06 (डारिकापुरी टकी)   | स्वीकृत।<br>(सहायक अभियन्ता (जलकल) द्वारा सलाह कि नलकूपों में पुराने हैं, मरम्मत योग्य नहीं है। इन्हें हटकर नैलामी करारें हुए नैलाम धनराशि निकाय के खाते में जमा की जायेगी। तदनुसार कार्यवाही/अनुपालन का उत्तरदायित्व अधिशासी अधिकारी/सहायक अभियन्ता (जलकल) का होगा।) |
| 11 | पेजल                 | 10,26,352-00   | 11 | देवपुरम में निर्मित नये नलकूप से सम्बन्धित क्षेत्र को जलापूर्ति देने के लिए नलकूप की लम्बाया 200 मीटर राइजिंग में साईज 6" ड्रॉप साइज में बिछाये जाने का कार्य।          | स्वीकृत।  |
| 12 | पेजल                 | 17,51,920-00   | 12 | टिकैत चौक से कुकडा नदी विस्थापन चौक तक 600 एमएम डायम साईज की ए0सी0 पानी की पाईप लाईन के शक्ति में हो रही लिकेजों को ठीक/संरम्मत कराने का कार्य।                         | स्वीकृत।  |
| 13 | पेजल                 | 7,98,624-00    | 13 | 70 mm X 3½ core (600 mtr) एवं 35 mm X 3½ core (600 mtr) Aluminum round cable आपूर्ति का कार्य।  | स्वीकृत।  |
| 14 | पेजल                 | 35,40,000-00   | 14 | नगर क्षेत्र में अधिष्ठापित 20 नग नलकूपों हेतु इलेक्ट्रोमैग्नेटिक फ्लो मीटर की आपूर्ति एवं अधिष्ठापन का कार्य। @ अंकन रू0-1,77,000/- प्रतिनग जी0एस0टी0 सहित। (सूची सलान) | स्वीकृत।  |
| 15 | पेजल                 | 11,81,998-00   | 15 | 02 नग ट्रोली की आपूर्ति का कार्य। @ अंकन रू0-5,90,999/- प्रतिनग जी0एस0टी0 सहित।   | स्वीकृत।  |
| 16 | रोस अपशिष्ट प्रबन्धन | 1,66,00,000-00 | 16 | 04 नग Hopper Tipper Dumper 10.5 cubic meter (अंकन 41,50,000/-रू0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |

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| 17 | टोस अपशिष्ट प्रबन्धन  | 65,88,000-00   | 17 | 02 नग Skid Steer Loader<br>(अंकन 32,94,000 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 18 | टोस अपशिष्ट प्रबन्धन  | 65,80,000-00   | 18 | 01 नग Vacuum Based Picked Tractor Sweeper<br>(अंकन 65,80,000 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 19 | टोस अपशिष्ट प्रबन्धन  | 74,80,000-00   | 19 | 02 नग Backhoe Loader<br>(अंकन 37,40,000 /-रु0 प्रति नग मय जी0एस0टी0)  | स्वीकृत।  |
| 20 | टोस अपशिष्ट प्रबन्धन  | 7,50,000-00    | 20 | 150 नग स्ये मशीन<br>(अंकन 5,000 /-रु0 प्रति नग मय जी0एस0टी0)  | स्वीकृत।  |
| 21 | टोस अपशिष्ट प्रबन्धन  | 1,50,000-00    | 21 | 100 जोडी गमबूट<br>(अंकन 1,500 /-रु0 प्रति जोडी मय जी0एस0टी0)  | स्वीकृत।  |
| 22 | टोस अपशिष्ट प्रबन्धन  | 1,00,000-00    | 22 | 500 नग फावडी मय बिन्टा<br>(अंकन 500 /-रु0 प्रति नग मय जी0एस0टी0)  | स्वीकृत।  |
| 23 | टोस अपशिष्ट प्रबन्धन  | 2,75,000-00    | 23 | 500 नग पंचगाले मय लाठी<br>(अंकन 550 /-रु0 प्रति नग मय जी0एस0टी0)  | स्वीकृत।  |
| 24 | टोस अपशिष्ट प्रबन्धन  | 2,37,500-00    | 24 | 500 नग टाडू मय लाठी<br>(अंकन 475 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 25 | टोस अपशिष्ट प्रबन्धन  | 2,25,000-00    | 25 | 500 नग पंजर<br>(अंकन 450 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 26 | टोस अपशिष्ट प्रबन्धन  | 4,50,000-00    | 26 | 1000 नग फावडी मय बिन्टा<br>(अंकन 450 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 27 | टोस अपशिष्ट प्रबन्धन  | 3,05,000-00    | 27 | 1000 नग काला तसला<br>(अंकन 305 /-रु0 प्रति नग मय जी0एस0टी0)   | स्वीकृत।  |
| 28 | शासनादेश संख्या 8 / 3009 / 320(2) / 15वां वि0आ10 / 2022-23 लखनऊः दिनांक 28 मार्च, 2023 के द्वारा 15 वां वित्त आयोग के अन्तर्गत वित्तीय वर्ष 2022-23 के लिए निर्दिष्ट अनुदान की प्रथम किरत | 2,58,56,916-00 | 28 | किरवईनगर स्थित कूड़ा निस्तारण स्थल पर उपलब्ध लिगोसी बेस्ट लगभग 7.50 लाख टन के सापेक्ष लगभग केवल 50,000 टन लिगोसी बेस्ट के निस्तारण हेतु टेण्डर के माध्यम से प्रति टन की दर प्राप्त कराने हेतु स्वीकृति। | अस्वीकृत।<br>(पूर्ण विवरण के साथ पृथक से प्रस्तुत किया जाये।) |

|   |                 |  |  |  |
|---|-----------------|--|--|--|
| की धनराशि अंकन 8,34,71,091.<br>00 की अवशेष धनराशि<br>अंकन-2,38,20,160 / - |                 |  |  |  |
| योग   | 10,64,23,047-00 |  |  |  |

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- 1-प्रस्तावित कार्यों के संबंध में अधिशासी अभियन्ता, निर्माण खण्ड, उ0प्र0 जल नियम,(नगरीय) मुजफ्फरनगर द्वारा जांच आख्या सं0-208/विविध-16/15 दिनांक 20.02.2024 उपलब्ध करायी गयी, जिसके अन्तर्गत अवगत कराया है कि प्रस्तावित कार्य कारये जाने / सामग्री क्रय किये जाने योग्य है। उपरोक्तानुसार प्रस्ताव पर सम्यक् विचारोपरान्त क्रमांक 04, 05, 06 एवं 28 पर अंकित कार्य अस्वीकृत करते हुए अवशेष 24 उपरोक्तानुसार प्रस्तावित कार्य स्वीकृत किये जाने का निर्णय लिया गया है। साथ ही साथ क्रय किये जाने वाली सामग्री के टेण्डर जैम पोर्टल के माध्यम से नियमानुसार आमन्त्रित किये जाने का उत्तरदायित्व संबंधित अधिशासी अधिकारी/सहायक अभियन्ता का होगा।
- 2-संबंधित अधिशासी अधिकारी/अवर अभियन्ता द्वारा कार्य से संबंधित आगपन/डी0पी0आर0 का तकनीकी परीक्षण नामित अधिशासी अभियन्ता/सहायक अभियन्ता से कराकर स्वीकृत टेण्डर की धनराशि के अन्तर्गत डी0पी0आर0 के अनुसार कार्य नियमानुसार गुणवत्तायुक्त/मानक के अनुरूप करना होगा। आगपन/डी0पी0आर0 में उल्लिखित कार्य स्वीकृत टेण्डर की धनराशि के अन्तर्गत कार्य/कार्य/कार्य/कार्य से नियमानुसार पूर्ण करने का उत्तरदायित्व संबंधित अधिशासी अधिकारी/अवर अभियन्ता का होगा। कार्य से संबंधित डी0पी0आर0/आगपन में किसी प्रकार के संशोधन की आवश्यकता होने की दशा में सक्षम स्तर से अनुमोदन प्राप्त किये बिना अतिरिक्त धनराशि के कार्य का प्रस्ताव न किया जाये।
- 3-संबंधित प्रस्ताव में प्राविधानित सामग्री/कार्य की गुणवत्ता मानक के अनुरूप सुनिश्चित कराने हेतु क्रय करने से पूर्व जांच/परीक्षण संबंधित अधिशासी अधिकारी द्वारा कराना अनिवार्य होगा और गुणवत्ता मानक के विपरित होने के लिए संबंधित अधिशासी अधिकारी का उत्तरदायित्व होगा।
- 4-संबंधित कार्य कारगरि में निर्धारित समय सीमा के अन्तर्गत गुणवत्तायुक्त/मानक के अनुरूप पूर्ण कराने हेतु संबंधित अधिशासी अधिकारी एवं निकायों में तैनात अवर अभियन्ता का पूर्ण दायित्व होगा। समय-समय पर संबंधित अधिशासी अधिकारी/अवर अभियन्ता/सहायक अभियन्ता स्थलीय निरीक्षण करते हुए कार्य की गुणवत्ता बनाये रखना सुनिश्चित करेंगे। अधिशासी अधिकारी यह भी सुनिश्चित करें कि टेण्डर प्रक्रिया में कोई अनियमितता न बरती जाये तथा जलापूर्ति हेतु पार्इप लाईन, ट्यूबवैल अधिष्ठापन का कार्य व अन्य कार्य हेतु भूमि निर्विवादित हो। कार्य प्रारम्भ होने के उपरान्त भूमि विवादित पाये जाने की दशा में हुए कार्य पर व्यय/भुगतान की धनराशि को शासकीय धनराशि का अपव्यय मानते हुए उसकी वसूली संबंधित अधिशासी अधिकारी से कराकर राजकोष में जमा करायी जायेगी।
- 5-शासनादेश सं0-1319/नौ-9-21-45ज/21 दिनांक 30.06.2021 के अनुसार 10 लाख प्रारम्भिक आगपन से अधिक धनराशि के कार्यों के संबंध में आगपन की फिजीबिलिटी तथा औचित्य संबंधी आख्या अनिवार्य है तथा आख्या प्राप्त करना संबंधित अधिशासी अधिकारी/अवर अभियन्ता का उत्तरदायित्व है।
- 6-शासनादेश सं0-1319/नौ-9-21-45ज/21 दिनांक 30.06.2021 के पैरे-2.3 में कार्यों के क्रियान्वयन हेतु निम्न प्रक्रिया निर्धारित की गई है, जिसका अनुपालन संबंधित अधिशासी अधिकारी द्वारा कराया जाना अनिवार्य है:-
  - 2.3.1 निकाय द्वारा मार्ग-प्रकाश, खड्डों, इंटरलॉकिंग टाइल्स एवं अधिकतम एक मीटर चौड़ाई तक की नाली की श्रेणी में कारये जाने वाले कार्य किसी भी सीमा तक, सक्षम स्तर की स्वीकृति के उपरान्त नियमानुसार प्रक्रिया अपनाते हुए निकाय द्वारा स्वयं सम्पादित कारये जा सकेंगे। उक्त श्रेणी के कार्यों को छोड़ते हुए अन्य प्रकार के कार्यों में अधिकतम रू0 40.00 लाख तक के कार्य ही निकाय द्वारा स्वयं सम्पादित कारये जा सकेंगे।
  - 2.3.2 वर्णित श्रेणी के कार्यों के अतिरिक्त रू0 40.00 लाख से अधिक लागत की विभिन्न श्रेणी के कार्यों के विषयगत निम्न प्रक्रिया होगी:-

For   

1-नगर पालिका परिषद, मु0नगर के नगरीय क्षेत्र में मार्गों, नाला-नाली की पर्याप्त साफ-सफाई सुनिश्चित की जाये। साथ ही साथ विस्तारित क्षेत्र में भी मानक के अनुरूप सफाई कर्मियों की तैनाती करते हुए पर्याप्त साफ-सफाई ससमय कराना सुनिश्चित किया जाये।

2-नगर पालिका परिषद मु0नगर के कूड़ा-कंक्रट उठाने वाले वाहनों में जी0पी0एस0 लगाने एवं उनके सुचारु रूप से संचालन की तत्काल व्यवस्था सुनिश्चित करें तथा पर्याप्त सफाई हेतु समयबद्धता के आधार पर अधिशासी अधिकारी/नगर स्वास्थ्य अधिकारी, नगर पालिका परिषद, मु0नगर पर्यटन विभाग, मु0नगर में सफाई कर्मियों की तैनाती सुनिश्चित करें।

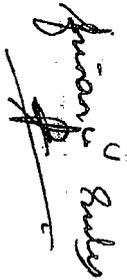
  
अधिशासी अधिकारी  
नगर पालिका परिषद,  
मुजफ्फरनगर।

  
अधिशासी अभियन्ता  
निर्माण खण्ड, उ0प्र0,  
जल निगम, (नगरीय)  
मुजफ्फरनगर।

  
अधिशासी अभियन्ता,  
लोक निर्माण विभाग, प्रांतीय खंड  
मुजफ्फरनगर।

  
अध्यक्ष,  
नगर पालिका परिषद,  
मुजफ्फरनगर।

  
प्रभारी अधिकारी स्थानीय निकाय  
मुजफ्फरनगर।

  
जिलाधिकारी,  
मुजफ्फरनगर।

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

HUNDRE RUPEES

भारत INDIA  
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

FS 943212

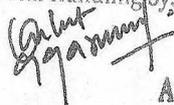
## अनुबन्ध पत्र

आज दिनांक 14/10/20 ROLLZ India Waste Management Pvt. Ltd. (Formerly Know as Rollz Material Handling Systems Pvt. Ltd) Head Office: R-10/107, Raj Nagar, Ghaziabad. Regd. Office : Nagar Parishad, Bhilwara Compost Plant, Kheer Khera Sanganer, Bhilwara Rajasthan एवं अध्यक्ष/अधिशाली अधिकारी नगरपालिका परिषद, मुजफ्फरनगर के मध्य यह अनुबन्ध किया जा रहा है। अनुबन्ध के अनुसार ROLLZ India Waste Management Pvt. Ltd. (Formerly Know as Rollz Material Handling Systems Pvt. Ltd) Head Office: R-10/107, Raj Nagar, Ghaziabad. Regd. Office : Nagar Parishad, Bhilwara Compost Plant, Kheer Khera Sanganer, Bhilwara Rajasthan प्रथम पक्ष एवं अध्यक्ष/अधिशाली अधिकारी नगरपालिका परिषद, मुजफ्फरनगर द्वितीय पक्ष कहलायेगा। जो दोनो पक्षो को मान्य होगा।  
कार्य का नाम:- किदवईनगर स्थित ए0टू0जैड0 प्लान्ट की मशीनरी मरम्मत कर चालू करने एवं कूड़े की प्रोसेसिंग दर प्रति मीट्रिक टन की दर से प्राप्त किये जाने सम्बन्ध में।

## अनुबन्ध की शर्तें

01. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट की मशीनरी मरम्मत हेतु प्रस्तुत न्यूनतम दर अंकन-39,50,000/-रु0 एवं कूड़े की प्रोसेसिंग दर अंकन-297/-रु0 प्रति मीट्रिक टन की दर से बोर्ड प्रस्ताव सं0-345, दिनांक-07.10.2020 द्वारा स्वीकृत कर दिया गया है।
02. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट की मशीनरी आदि की मरम्मत कार्यादेश जारी होने के पश्चात 02 माह के अन्दर अनिवार्य रूप से करनी होगी।
03. प्रथम पक्ष को ए0टू0जैड0 प्लान्ट का संचालन सफलतापूर्वक करने के उपरान्त भुगतान किया जायेगा। इससे पूर्व द्वितीय पक्ष द्वारा कोई भी पार्ट पेमेन्ट या अग्रिम भुगतान नहीं किया जायेगा।
04. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट की मशीनरी की मरम्मत कराने के उपरान्त से 01 वर्ष तक की गारन्टी अवधि अनिवार्य होगी। गारन्टी अवधि में ए0टू0जैड0 प्लान्ट की मशीनरी में आयी सभी कमियों को ठीक कराये जाने की समस्त जिम्मेदारी प्रथम पक्ष की होगी।

For Rollz Material Handling Systems Pvt. Ltd.



Auth. Signatory

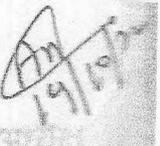
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- प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट पर प्रतिदिन के कूड़े को प्रोसेसिंग के लिए पालिका में उपलब्ध 01 जै0सी0बी0 मशीन, 01 ट्रेक्टर ट्राली पोर्कलेन मशीन (जिनकी मरम्मत फर्म को करानी होगी) सम्बन्धित फर्म को हेतु द्वितीय पक्ष द्वारा उपलब्ध करायी जायेगी।
- 16. प्रथम पक्ष को प्लान्ट पर कूड़े को व्यवस्थित करने हेतु पालिका द्वारा किराये पर ली गयी पोर्कलेन मशीन को प्लान्ट संचालन के तीन माह की अवधि तक पालिका के व्यय पर सम्बन्धित फर्म को उपलब्ध करायी जायेगी। इसके पश्चात प्रथम पक्ष को अपनी पोर्कलेन मशीन की व्यवस्था करनी होगी। यदि प्रथम पक्ष द्वारा पोर्कलेन मशीन को किराये पर लिये जाने का आग्रह किया जाता है तो पुनः पोर्कलेन मशीन उपलब्ध कराते हुए प्रथम द्वारा दिये जाने वाले मासिक बिल से द्वितीय पक्ष द्वारा उक्त पोर्कलेन मशीन के किराये की कटौती करते हुए पोर्कलेन स्वामी को उसका भुगतान करा दी जायेगी।
- 17. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट पर प्रोसेसिंग से निकलने वाले "लैट" को वैज्ञानिक तरीके से निस्तारण करना होगा।
- 18. प्रथम पक्ष द्वारा खाद्य बनाने से बचे आर0डी0एफ0 का निस्तारण कराना होगा।
- 19. नगरपालिका परिषद द्वारा कूड़ा वार्डों से उठवाकर प्लान्ट तक भेजा जायेगा जहाँ पर उसका वजन रसीद प्रथम पक्ष को देनी होगी।
- 20. विद्युत संयोजन के पूर्व बिल के बकाये का भुगतान नगरपालिका परिषद मुकदमा करनगर द्वारा किया जायेगा।
- 21. ए0टू0जैड0 मशीनरी की मरम्मत व संचालन का कार्य एक ही फर्म द्वारा किया जायेगा इसलिए संचालन का अनुभव रखने वाली फर्म ही मान्य होगी।
- 22. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट पर आने वाला अन्य खर्चे जैसे-पानी, बिजली, डीजल, टूट फूट आदि का वहन सम्बन्धित फर्म द्वारा ही किया जायेगा।
- 23. प्रथम पक्ष द्वारा सभी कर्मचारी की नियमानुसार (ई0एस0आई0, फण्ड) का वहन सम्बन्धित फर्म द्वारा ही किया जायेगा।
- 24. प्रथम पक्ष द्वारा ए0टू0जैड0 प्लान्ट के प्रतिमाह के संचालन के भुगतान के बिल प्रत्येक माह की तारीख को प्रस्तुत करना होगा व साथ ही फर्म द्वारा गत माह के बिल के भुगतान की प्रमाणित छायाप्रति भी विभाग में जमा करानी होगी।
- 25. प्रथम पक्ष की जमा जमानत राशि गारन्टी अवधि (1 वर्ष) तक बन्धक रहेगी।
- 26. प्रथम पक्ष द्वारा प्लान्ट पर स्थित डिजिटल धर्मकांटे के साथ-साथ प्लान्ट में स्थित ट्रॉमल रिकॉर्डिंग सिस्टम, एल0एस0-60मीटर, डी0जी0सेट100/200केबल, ब्रीक्यूटमशीन-5, इण्टर कनेक्टिंग कन्वेयर सिस्टम, एल0एस0 तथा लैब एण्ड ऑफिस-एल0एस0 का मरम्मत आदि कार्य कराना होगा।
- 27. ए0टू0जैड0 प्लान्ट संचालन की न्यूनतम अवधि कम से कम 03 वर्ष या एनर्जी प्लान्ट मुजफ्फरनगर में स्थापित होने तक जो भी पहले भी घटित हो सके।
- 28. प्रथम पक्ष को 100 टन प्रतिदिन या उससे अधिक टन प्रतिदिन एम0एल0डी0ब्लू प्रोसेसिंग प्लान्ट का अधिकार प्रथम पक्ष का होगा।
- 29. प्रथम पक्ष को यह भी सूचना प्राप्त करानी होगी कि एक मीट्रिक टन में कितना जैविक खाद्य निर्यात होता है।
- 30. प्रथम पक्ष को निर्मित कम्पोस्ट का प्रतिदिन का पूर्ण रिकार्ड स्टॉक बुक में दर्ज करना होगा जिसके आधार पर यह भी आंकलन किया जा सकता है कि लगभग कितने मीट्रिक टन कूड़े का प्रतिदिन निस्तारण किया गया है।
- 31. प्लान्ट पर लीगेसी वेस्ट के निस्तारण हेतु एक बेलेस्टीक सेपरेटर सिंगल/डबल डैकर आवश्यकतानुसार प्रथम पक्ष को अपने खर्चे से लगाना होगा। इस हेतु द्वितीय पक्ष द्वारा कोई व्यय नहीं दिया जायेगा जो अनुबन्ध समाप्त होने पर फर्म अपना बेलेस्टीक सेपरेटर ले जाने के लिए स्वतन्त्र होगी।
- 32. प्रथम पक्ष द्वारा तैयार जैविक खाद्य को प्लान्ट से बिक्री हेतु ले जाने के लिए पूर्व अधिशासी अधिकारी विभागीय अधिकारी, नगर स्वास्थ्य अधिकारी में से किसी से भी स्टॉक कन्त्यापन कराना अनिवार्य होगा।

For Rollz Material Handling Systems Pvt. Ltd.

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मुजफ्फरनगर

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24. प्रथम पक्ष का कार्य सन्तोषजनक रहा और शासन द्वारा स्वीकृत हुआ तो अनुबन्ध की समयावधि वृद्धि करने का अधिकार फर्म व क्षेत्राधिकार में निहित होगा।
25. ए0डू0जैड0 प्लान्ट की मरम्मत करते हुए उसका कुशल संचालन धनराशि 14वे वित्त आयोग के अन्तर्गत पृथक-पृथक रूप से 20-20 की स्वीकृति जिलाधिकारी महोदया की अध्यक्षता में गठित समीति द्वारा 2020 को समयावृद्धि समाप्त होने के कारण अंकन-20 लाख रू0 पुनः के अन्तर्गत गठित समीति के समक्ष स्वीकृति हेतु प्रस्तावित किये हुए स्वीकृति की प्रत्याशा में अंकन-20 लाख रू0 के भुगतान की कार्यवाही जायेगी।
26. मा0 अध्यक्ष महोदया, अधिशासी अधिकारी, नगर स्वास्थ्य अधिकारी एवं किसी भी समय प्लान्ट का निरीक्षण कर सकते हैं।  
क्रमांक 1 से 26 तक की सभी शर्तें प्रथम पक्ष व द्वितीय पक्ष को मान्य होंगी।

For Rollz Material Handling Systems Pvt. Ltd.

*Auth. Signatory*  
Auth. Signatory

*Law*

नगर स्वास्थ्य अधिकारी  
जिलाधिकारी  
मुख्य अधिकारी

(81)

ANNEXURE-A 225

## कार्यालय नगरपालिका परिषद, मुजफ्फरनगर।

पत्रांक : 128/सा0प्र0/2021-22

दिनांक : 07/04/2021

**ROLLZ India Waste Management  
Pvt. Ltd. (Formerly Know as Rollz  
Material Handling Systems Pvt. Ltd)  
Head Office : R-10/107, Raj Nagar,  
Ghaziabad.**

**विषय:-किदवईनगर स्थित कूड़ा निस्तारण प्लान्ट के संचालन के सम्बन्ध में।।**

उपरोक्त विषयक नगरपालिका परिषद मुजफ्फरनगर द्वारा किदवईनगर स्थित कूड़ा निस्तारण प्लान्ट व मशीनरी मरम्मत एवं संचालन के कार्य की ई-निविदा आमन्त्रित की गयी थी जिसमें आपके द्वारा प्रस्तुत निविदा न्यूनतम होने के कारण पालिका की मा0 अध्यक्ष महोदया द्वारा स्वीकृत की गयी थी। जिसका पालिका के सा0 आपका अनुबन्ध भी हुआ है। जिसके क्रम में अनुबन्ध की शर्तों के अनुसार आपको प्लान्ट का संचालन सफलतापूर्वक कराया जाना था। लेकिन आज तक प्लान्ट का संचालन आप द्वारा सफलतापूर्वक नहीं किया जा रहा है। जिस लिए आपको अनुबन्ध की शर्तों के अनुसार दिनांक-08.04.2021 को पालिका की एक जे0सी0बी0 मशीन (मैनीटार नं0-यू0पी0-12 बी0टी0 3558, लाल रंग की) एवं एक ट्रैक्टर आयशर नं0-यू0पी0-12 ए0-5578 मय ट्राली आपक उपलब्ध करायी गयी थी। परन्तु आपके द्वारा प्लान्ट के संचालन में उक्त मशीनों से कार्य नहीं लिया गया।

इस कार्यालय के अवर अभियन्ता (जल) द्वारा पूर्व में दिनांक-31.03.2021 को उक्त प्लान्ट का निरीक्षण व अपनी आख्या प्रस्तुत की गयी थी। जिसमें अवर अभियन्ता(जल) द्वारा अवगत कराया गया था कि निरीक्षण के दौर प्लान्ट बन्द था एवं निरीक्षण के समय साथ में सम्बन्धित फर्म के प्रतिनिधियों के द्वारा मशीनों को उनकी उपस्थिति चलाकर दिखाया गया था।

दिनांक-30.04.2021 को अधोहस्ताक्षरी द्वारा उक्त प्लान्ट का निरीक्षण किया गया था। निरीक्षण के दौर उक्त प्लान्ट बन्द पाया गया। जिसके सम्बन्ध में वहाँ पर उपस्थित कर्मचारियों एवं आस-पास के निवासियों जानकारी की गयी थी जिसमें उनके द्वारा बताया गया था कि उक्त प्लान्ट काफी दिनों से बन्द है।

वर्तमान में कोरोना महामारी फैली हुई है। जिस कारण नगर क्षेत्र में सफाई व्यवस्था को दृष्टिगत रखते हुए प्लान्ट का संचालन कर कूड़ा निस्तारण का कार्य कराया जाना नितान्त आवश्यक है। इसके अतिरिक्त प्लान्ट आस-पास की जनता द्वारा प्लान्ट पर कूड़े का निस्तारण न होने के कारण वहाँ पर कोरोना वायरस के साथ-साथ अन्य बीमारियों के फैलने की भी पूर्ण सम्भावना है।

प्लान्ट के संचालन के सम्बन्ध में आपको इस कार्यालय के पत्रांक-2/सा0प्र0/2021-22, दिनांक-03.04.2021 के द्वारा उक्त प्लान्ट के संचालन हेतु ई-मेल के माध्यम से नोटिस दिया गया था। परन्तु आपके द्वारा आ तक प्लान्ट का संचालन नहीं किया गया। जो अनुबन्ध की शर्तों के विपरित एवं नियम विरुद्ध है।

अतः आपको निर्देशित किया जाता है कि आप इस पत्र प्राप्ति के 03 दिवस के भीतर उक्त प्लान्ट का संचालन कराया जाना सुनिश्चित करें अन्यथा की दशा में आपके विरुद्ध नियमानुसार कार्यवाही अमल में लाते हुए आपका टैण्डर निरस्त कर आपकी जमा जमानत राशि की एफ0डी0आर0 जब्त कर ली जायेगी।

अधिशायी अधिकारी  
नगरपालिका परिषद  
मुजफ्फरनगर।

प्रतिलिपि:-

01. मा0 अध्यक्ष महोदया की सेवा में सादर सूचनार्थ प्रेषित।

अधिशायी अधिकारी  
नगरपालिका परिषद  
मुजफ्फरनगर।

## कार्यालय अधिशासी अधिकारी, नगर पालिका परिषद, मुजफ्फरनगर।

पत्रांक: 13/4/22/सा0प्र0/2022-23

दिनांक 13/04/2022

## कार्यालय-आदेश

**Shri Ankit Aggerwal****Director-M/S Rollz India Waste Management****Pvt.Ltd. Head office: R-10/107 Raj Nagar Gaziabad.**

नगर के किदवईनगर क्षेत्र में स्थापित ए0टू0जैड0 प्लांट बंद होने के कारण कूड़े का निस्तारण न हो पाने एवं संक्रमित बीमारियों को फैलने से रोकने हेतु ए0टू0जैड0प्लांट को चलाकर कूड़े के निस्तारण किये जाने हेतु आपके द्वारा प्रस्तुत न्यूनतम निविदा के आधार पर आपको प्लांट की मरम्मत एवं कूड़े का निस्तारण कर खाद आदि बनाने एवं निर्धारित शर्तों के अनुसार कार्य करने की स्वीकृति प्रदान की गई थी। जिसके अनुसार आपको आगामी तीन वर्षों तक ए0टू0जैड0प्लांट का संचालन करना था। उपरोक्त के सम्बन्ध में अधोहस्ताक्षरी द्वारा आपको अनेकों बार लिखित रूप से तत्काल प्लांट को प्रारम्भ करते हुए इस कार्यालय में लिखित रूप से अवगत कराये जाने के आदेश निर्गत किये गये थे। खेद का विषय है कि आपके द्वारा उक्त आदेशों का कोई संज्ञान नहीं लिया गया है एवं न ही प्लांट को चालू किये जाने के सम्बन्ध में कोई जानकारी ही इस कार्यालय में प्राप्त कराई गई है। आपके द्वारा लगातार बहाने बनाकर अनावश्यक कमियों का उल्लेख कर प्लांट चालू नहीं किया जा रहा है। ऐसा प्रतीत होता है कि आप कार्य करने के इच्छुक नहीं हैं एवं जानबूझकर प्लांट को चालू न करते हुए पालिका की छवि धूमिल करने का प्रयास कर रहे हैं। आपके द्वारा प्लांट चालू न किये जाने के कारण जनता में व्यापक रोष व्याप्त है तथा कभी भी शांति भंग होने की सम्भावना बनी हुई है। इस सम्बन्ध में मा0अध्यक्ष महोदया द्वारा भी अपनी कड़ी नाराजगी प्रकट की गई है।

उपरोक्त के क्रम में आपको अन्तिम रूप से आदेशित किया जाता है कि आप तीन दिवस के भीतर प्रत्येक दशा में पालिका से निर्धारित शर्तों के अनुसार ए0टू0जैड0प्लांट का संचालन प्रारम्भ करते हुए इस कार्यालय को लिखित रूप में अवगत कराये। निर्धारित समयावधि में आपके द्वारा प्लांट चालू न किये जाने की दशा में उपरोक्त कार्य में जमा आपकी जमानत राशि जब्त करते हुए आपका नाम ब्लैकलिस्ट में डाले जाने एवं नियमानुसार आपके विरुद्ध हर्जाना राशि वसूल किये जाने की वैधानिक कार्यवाही अमल में लाई जायेगी। जिसका समस्त उत्तरदायित्व आपका होगा।

13/4/22  
( हेमराज )

अधिशासी अधिकारी,  
नगरपालिका परिषद,  
मुजफ्फरनगर।

पत्रांक एवं दिनांक: तदैव।

प्रतिलिपि: 1. अध्यक्ष, नगर पालिका परिषद, मुजफ्फरनगर की सेवा में सादर सूचनार्थ प्रेषित।

2. नगर स्वास्थ्य अधिकारी/जोनल सेनेट्री ऑफिसर, नगर पालिका परिषद, मुजफ्फरनगर को इस निर्देश के साथ कि निर्धारित समयावधि में प्लांट चालू न होने की दशा में नियमानुसार सम्बन्धित फर्म की कार्य में जमा जमानत राशि जब्त किये जाने हेतु कार्यवाही करना सुनिश्चित करें।

18/4/22

13/4/22  
अधिशासी अधिकारी,  
नगरपालिका परिषद,  
मुजफ्फरनगर।

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कार्यालय अधिशासी अधिकारी, नगर पालिका परिषद, मुजफ्फरनगर 227

पत्रांक: 47 / सा0प्र0 / 2022-23

दिनांक 25.04.2022

कार्यालय-आदेश

**Shri Ankit Aggerwal**

**Director-M/S Rollz India Waste Management**

**Pvt.Ltd. Head office: R-10/107 Raj Nagar Gaziabad.**

नगर के किदवईनगर क्षेत्र में स्थापित ए0टू0जैड0 प्लांट बंद होने के कारण कूड़े का निस्तारण न हो पाने एवं संक्रमित बीमारियों को फैलने से रोकने हेतु ए0टू0जैड0प्लांट को चलाकर कूड़े के निस्तारण किये जाने हेतु आपके द्वारा प्रस्तुत न्यूनतम निविदा के आधार पर आपको प्लांट की मरम्मत एवं कूड़े का निस्तारण कर खाद आदि बनाने एवं निर्धारित शर्तों के अनुसार कार्य करने की स्वीकृति प्रदान की गई थी। जिसके अनुसार आपको आगामी तीन वर्षों तक ए0टू0जैड0प्लांट का संचालन करना था। उपरोक्त के सम्बन्ध में अधोहस्ताक्षरी द्वारा आपको अनेकों बार लिखित रूप से तत्काल प्लांट को प्रारम्भ करते हुए इस कार्यालय में लिखित रूप से अवगत कराये जाने के आदेश निर्गत किये गये थे। खेद का विषय है कि आपके द्वारा उक्त आदेशों का कोई सञ्ज्ञान नहीं लिया गया है एवं न ही प्लांट को चालू किये जाने के सम्बन्ध में कोई जानकारी ही इस कार्यालय में प्राप्त कराई गई है। आपके द्वारा लगातार बहाने बनाकर अनावश्यक कमियों का उल्लेख कर प्लांट चालू नहीं किया जा रहा है। ऐसा प्रतीत होता है कि आप कार्य करने के इच्छुक नहीं हैं। आपके द्वारा प्लांट चालू न किये जाने के कारण जनता में व्यापक रोष व्याप्त है तथा कभी भी शांति भंग होने की सम्भावना बनी हुई है। इस सम्बन्ध में मा0अध्यक्ष महोदया द्वारा भी विभागीय समीक्षा बैठक में विस्तृत रूप से अपने आदेश संख्या 140/अध्यक्ष/सा0प्र0/2021-22 दिनांक 31.03.2022 (छायाप्रति सलंग्ग) निर्गत किये गये हैं तथा उपरोक्त के क्रम में अधोहस्ताक्षरी द्वारा भी अपने आदेश संख्या मीमो/सा0प्र0/2022-23 दिनांक 13.04.2022 द्वारा आपको तहन दिवस के भीतर पालिका से निर्धारित शर्तों के अनुसार ए0टू0जैड0प्लांट का संचालन प्रारम्भ करते हुए इस कार्यालय को लिखित रूप में अवगत कराने हेतु आदेशित किया गया था परन्तु आपके द्वारा आज दिनांक तक भी न तो कार्यालय में उपस्थिति प्रस्तुत की गई है एवं न ही इस सम्बन्ध में कोई कार्यवाही की गई है। ऐसा प्रतीत होता है कि आप जानबूझकर पालिका की छवि धूमिल करने का प्रयास कर रहे हैं।

उपरोक्त के क्रम में आपको अन्तिम रूप से आदेशित किया जाता है कि आप तत्काल कार्यालय में उपस्थित होते हुए प्रत्येक दशा में पालिका से निर्धारित शर्तों के अनुसार ए0टू0जैड0प्लांट का संचालन प्रारम्भ करते हुए इस कार्यालय को लिखित रूप में अवगत कराये। निर्धारित समयावधि में आपके द्वारा प्लांट चालू न किये जाने की दशा में उपरोक्त कार्य में जमा आपकी जमानत राशि जब्त करते हुए आपका नाम ब्लैकलिस्ट में डाले जाने एवं नियमानुसार आपके विरुद्ध हर्जाना राशि वसूल किये जाने की वैधानिक कार्यवाही अमल में लाई जायेगी। जिसका समस्त उत्तरदायित्व आपका होगा।

सलंग्ग: उपरोक्तानुसार।

( हेमराज )

अधिशासी अधिकारी,  
नगरपालिका परिषद,  
मुजफ्फरनगर।

पत्रांक एवं दिनांक: तदैव।

प्रतिलिपि: 1. अध्यक्ष, नगर पालिका परिषद, मुजफ्फरनगर की सेवा में सादर सूचनार्थ प्रेषित।

2. नगर स्वास्थ्य अधिकारी/जोनल सेनेट्री ऑफिसर, नगर पालिका परिषद, मुजफ्फरनगर को इस निर्देश के साथ कि निर्धारित समयावधि में प्लांट चालू न होने की दशा में नियमानुसार सम्बन्धित फर्म की कार्य में जमा जमानत राशि जब्त किये जाने हेतु कार्यवाही करना सुनिश्चित करें।

अधिशासी अधिकारी,  
नगरपालिका परिषद,  
मुजफ्फरनगर।

कार्यालय अधिशासी अधिकारी, नगर पालिका परिषद, मुजफ्फरनगर।

## कार्यालय नगरपालिका परिषद, मुजफ्फरनगर।

पत्रांक : 956/सा0प्र0/2023-24

दिनांक : 10/8/2023

नोटिस

प्रबन्धक,

रोल्ज इण्डिया वेस्ट मैनेजमेन्ट,

प्रा0लि0, हैड ऑफिस-आर-10/107, राजनगर,

गाजियाबाद।

नगर क्षेत्र के किदवईनगर स्थित कूड़ा निस्तारण प्लान्ट की मशीनरी मरम्मत/संचालन हेतु समाचार पत्रों के माध्यम से आमन्त्रित ई-निविदाओं में प्राप्त आपकी फर्म मै0 रोल्ज इण्डिया वेस्ट मैनेजमेन्ट, प्रा0लि0 गाजियाबाद की प्राप्त न्यूनतम दरो एवं पालिका की शर्तों के अनुसार आपकी फर्म से पालिका द्वारा अनुबन्ध की कार्यवाही पूर्ण की गयी। जिसके उपरान्त इस कार्यालय के पत्र सं0-446/सा0प्र0/2020-21, दिनांक-15.10.2020 को उक्त प्लान्ट की मशीनरी मरम्मत/संचालन के कार्य हेतु आपको कार्यदेश निर्गत किया गया था।

अनुबन्ध की शर्तों के अनुसार प्लान्ट संचालन की न्यूनतम अवधि कम से कम तीन वर्ष या शासन द्वारा स्वीकृत वेस्ट टू एनर्जी प्लान्ट मुजफ्फरनगर में स्थापित होने तक जो भी पहले घटित हो, किया जाना था जिसके क्रम में आपकी फर्म मै0 रोल्ज इण्डिया वेस्ट मैनेजमेन्ट प्रा0लि0 गाजियाबाद द्वारा उक्त प्लान्ट की मशीनरी मरम्मत का कार्य किया गया। आपकी फर्म मै0 रोल्ज इण्डिया वेस्ट मैनेजमेन्ट प्रा0लि0 गाजियाबाद ने जब अनुबन्ध/कार्यदेश की कार्यवाही पूर्ण हुई उस समय माह अक्टूबर, 2020 का समय था।

पालिका द्वारा आपकी फर्म को इस कार्यालय के पत्र सं0-1028/सा0प्र0/2021-22, दिनांक-05.05.2022 द्वारा प्लान्ट को निरन्तर चलाकर कूड़ा निस्तारण कराये जाने हेतु नोटिस निर्गत किया गया। किन्तु आपके द्वारा तब भी निरन्तर प्लान्ट नहीं चलाया गया। परन्तु आपकी फर्म द्वारा उक्त प्लान्ट को नहीं चलाया गया। इस कार्यालय के पत्र सं0-2/सा0प्र0/2021-22, दिनांक-03.05.2021 के द्वारा आपकी फर्म को उक्त प्लान्ट के संचालन हेतु पुनः नोटिस निर्गत किया गया। उक्त के उपरान्त भी प्लान्ट का संचालन न करने का कारण आपकी फर्म को इस कार्यालय के नोटिस सं0-128/सा0प्र0/2021-22, दिनांक-07.06.2022 के द्वारा उक्त प्लान्ट को 03 दिवस में संचालन किये जाने अन्यथा की दशा में आपकी फर्म के विरुद्ध नियमानुसारी कार्यवाही अमल में लाते हुए टैण्डर निरस्त करते हुए जमानत राशि की एफ0डी0आर0 जब्त किये जाने हेतु नोटिस निर्गत किया गया। बार बार नोटिस निर्गत करने के उपरान्त भी आपकी फर्म द्वारा प्लान्ट का संचालन नहीं किया गया। जबकि अनुबन्ध की शर्त के अनुसार आपकी फर्म द्वारा 03 वर्षों तक प्लान्ट का संचालन किया जाना था। आपकी फर्म द्वारा न ही प्लान्ट चलाया गया और न ही कभी आपके द्वारा किये गये कूड़ा प्रोसिंसींग का कोई बिल प्रस्तुत किया गया। आपकी कम्पनी द्वारा वाहन की मांग की गई थी, जो पालिका द्वारा उपलब्ध करा दिया गया था। जलभराव होने पर कई बार पालिका द्वारा पम्प आदि के माध्यम से पानी निकलवाने की कार्यवाही की गई तथा निचले स्थान चिन्हित करते हुए राबिंश के माध्यम से भराव कार्य भी पालिका द्वारा कराया गया। इसके अतिरिक्त आपकी फर्म द्वारा मांग करने पर जिलाधिकारी महोदय से वार्ता उपरान्त 11 वित्त आयोग की धनराशि भविष्य में जलभराव न हो प्लांट की जीर्ण-शीर्ण अवस्था को पुनः जीर्णोद्धार के लिए प्लांट की बाउन्ड्री निर्माण, टीन-शैड निर्माण, ट्रार्मल दूसरी जगह स्थापित करने हेतु ऊंचा कंफाउन्डेशन निर्माण, ऑफिस एवं अन्य कमरों की मरम्मत आदि कार्य व्ययानुमान अकंन 1,60,27,000/-रु का तैयार करके स्वीकृत कराया गया। उक्त कार्य को कराने हेतु कार्यदाई संस्था कार्यालय परियोज प्रबन्धक, यूनिट-9 कन्सट्रक्शन एंड डिजाईन सर्विसेस, उत्तर प्रदेश जलनिगम को व्ययानुमान के सापेक्ष प्रतिशत धनराशि अकंन 80,13,500/-रुपये की धनराशि 15वें वित्त आयोग की धनराशि के अन्तर्गत स्थानान्तरित भी की जा चुकी है। जिसके सापेक्ष सम्बन्धित कार्यदायी संस्था द्वारा स्थल पर बाउन्ड्रीवाल का निर्माण व प्रगति पर है परन्तु इस प्रकार से समय-समय पर आपकी फर्म द्वारा जो भी समस्या बताई गई उसका पालिका द्वारा जनहित एवं पालिका हित में लगातार समाधान किया जाता रहा है। पालिका द्वारा उपरोक्त समस्त सहर के उपरान्त भी आपकी फर्म द्वारा निरन्तर रूप से तरह-तरह अनावश्यक बहाने बनाकर प्लांट का संचालन न किया जा रहा है और आपको जो वाहन पालिका द्वारा उपलब्ध कराये गये थे उससे ड्रैक्टर ट्राली से आ

द्वारा कार्य न लेकर उसको अनावश्यक खडा करके उक्त ट्रैक्टर को कण्डम स्थिति में कर दिया गया। जिसको पालिका द्वारा प्लान्ट से अन्य वाहन द्वारा खिचकर लाया गया।

उपरोक्त के क्रम में आपको इस कार्यालय के अन्तिम नोटिस सं०-278/सा०प्र०/2022-23, दिनांक-28.10.2023 के द्वारा आपको सूचित किया गया था कि आप उक्त नोटिस प्राप्त के 03 दिवस के भीतर यदि आपके द्वारा किदवईनगर स्थित कूडा निस्तारण प्लान्ट का संचालन अनुबन्ध की शर्तों के अनुसार नहीं किया जाता है तो विभाग द्वारा आपकी जमा जमानत राशि जब्त करते हुए आपकी फर्म को ब्लैक लिस्ट करने हेतु बाध्य होना पड़ेगा जिसका समस्त उत्तरदायित्व आपका स्वयं का होगा। परन्तु आपके द्वारा उक्त नोटिस के सम्बन्ध में न ही तो कोई जवाब दिया गया और न ही अनुबन्ध की शर्तों के अनुसार किदवईनगर स्थित कूडा निस्तारण प्लान्ट का संचालन नहीं किया गया।

उपरोक्त के क्रम में विभागीय आख्या पर मा० अध्यक्ष महोदया द्वारा दिनांक-04.07.2023 को आपकी उपरोक्त निविदा में जमा जमानत राशि को जब्त करने एवं आपकी फर्म को ब्लैक लिस्ट करने हेतु आदेश पारित किये गये। मा० अध्यक्ष महोदया के द्वारा पारित आदेश दिनांक-04.07.2023 के अनुपालन में आपकी फर्म मै० रोलज इण्डिया वैस्ट मैनेजमेन्ट प्रा०लि० गाजियाबाद को नगरपालिका परिषद मुजफ्फरनगर के द्वारा निविदा में जमा जमानत राशि को जब्त करते हुए आपकी फर्म को ब्लैक लिस्ट किया जाता है।

अधिसासी अधिकारी  
नगरपालिका परिषद,  
मुजफ्फरनगर।

प्रतिलिपि:-

01. निदेशक स्थानीय निकाय, सैक्टर-7 गौमतीनगर विस्तार लखनऊ उत्तर प्रदेश की सेवा में सादर सूचनार्थ प्रेषित।
02. जिलाधिकारी महोदय की सेवा में सादर सूचनार्थ प्रेषित।
03. मा० अध्यक्ष महोदया की सेवा में सादर सूचनार्थ प्रेषित।
04. समस्त नगर निगम/नगरपालिका परिषद/नगर पंचायतो को सूचनार्थ प्रेषित।

अधिसासी अधिकारी  
नगरपालिका परिषद,  
मुजफ्फरनगर।



उत्तर प्रदेश UTTAR PRADESH

FY 21-2026

This AGREEMENT (hereinafter referred to as the Agreement) is made on the 07<sup>th</sup> day of January 2022.

BETWEEN

Construction & Design Services, Uttar Pradesh Jal Nigam (U) having its head office at TC-38-N, Vibhuti Khand, Gomti Nagar, Lucknow-226010 hereinafter referred to as "C&DS" or the First Party which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, and assigns of the First Party acting through its representative Er. Shivraj Singh, Chief General Manager (IV).

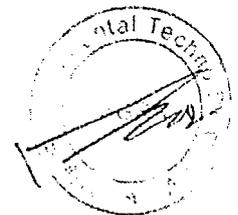
AND

Executive Officer, Nagar Palika Parishad, Muzaffarnagar hereinafter referred to as "NPP" or the Second Party which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, and assigns of the Second Party acting through representative Shri Hemraj Singh, Executive Officer.

AND

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M/s Environmental Techno & M/s Daya Charan and Company(JV), a Company registered under companies Act, 1956, having its registered office at G-7, Shanti Niketan Apartment, Church Road, Lajpat Kunj, Civil Line, Agra hereinafter referred to as or the Third Party which expression shall, unless excluded by or repugnant to the context, be deemed to include it's successors, and assigns of the Third Party acting through its representative Shri Ravi Lavania.

The First Party, Second Party and the Third Party shall hereinafter individually refer to as 'Party' and collectively referred to as 'the Parties'.

WHEREAS the Third Party is selected by C&DS (U) on behalf of Urban Development Department, U.P. Government for scientific processing and clearing of legacy waste site at Premपुरi Near Machli Talab, Kidwai Nagar, Muzaffarnagar (Location of Site) by process of bioremediation.

WHEREAS the Second Party is the Urban Local Body in-charge of municipal functions in Nagar Palika Parishad, Muzaffarnagar (Name of NPP)

WHEREAS the first party is Construction & Design Services (C&DS) is a wing of Uttar Pradesh Jal Nigam (U) functioning in the field of Civil and E&M Construction and allied activities.

WHEREAS the first Party has agreed to provide technical assistance to the Second Party and support in execution of the Project.

Now, THEREFORE in consideration of the mutual premises and covenants set forth herein, the Parties have agreed and do, hereby agree as follows:

|   |   |                 |
|---|---|-----------------|
| 1 | Initial Quantity of the legacy waste (As per DPR approved and vetting report of RCUES, Lucknow) in MT | 224655.00 MT    |
| 2 | Total Value of the work @Rs 439.00 per MT   | Rs. 986.24 Lacs |

Construction of this Agreement shall be governed by and construed in accordance with the laws of INDIA.

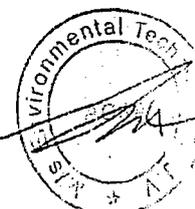
#### Scope of Work/Protocol

1. The scope of work as mentioned in Vol-I Terms of RFP includes Design, Build & Operate the required infrastructure for bioremediation and clearing of legacy waste sites including disposal of residual material after processing in a scientific and environmentally sustainable manner.

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सगर पालिका परिषद  
सुजफरनगर



It involves the reduction of the un-processed waste, but is not limited to Excavating, Compacted mixed garbage which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials.

Objective of the project is to achieve 100% processing and disposal of Legacy Waste along with reclamation of the dumpsite land.

## 2. Technology

Processing of Legacy Waste at Prempuri Near Machli Talab, Kidwai Nagar, Muzaffarnagar (Name of Site) shall be done by the Third Party deploying suitable technology in accordance with present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UPPCB, Solid Waste Management Rules 2016, 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.

## 3. Plant & Capacity

Third Party shall install/deploy the processing facility/disposal facility of appropriate capacity and required manpower so as to clear the whole dump site allotted within a period of Eight (Months) or as first Party feels necessary.

All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by Third Party.

All expenses pertaining to setting up, operation and subsequent removal of required plant & machinery shall be borne by the Third Party. Third Party shall at its cost, expenses and risk make all such financing arrangements as would be necessary to implement the project and to meet all of its obligations under this Agreement, in a timely manner.

4. Alongwith the handing over of concerned site the Second Party will bear the cost of bringing power and water to the work site. One time cost for this will be borne by the Second Party. The Third Party will pay the bill for usage of power and water.

## 5. Subsequent Assessment of quantity/Weightment System

After formation of windrows for the first time, contour survey shall be carried by Third Party under supervision of representatives of First&Second Party to assess the impact of windrows formation on volume of dump if desired by Third Party.

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Third Party shall carry out contour survey every month for monitoring volumetric reduction of existing dump and submit its report to First Party with calculations of quantity processed in the month.

The Weighment system shall be installed at site by Third Party as mentioned in Clause-11.5 of Terms of RFP, Vol-1.

6. Land

Initial land required for setting up processing plant and machineries shall either be created by Third Party at legacy dump site by clearing/moving dump or using plain land if available at the dump site.

To meet any additional land required for subsequent expansion of the processing plant, Third Party can use the land that is recovered after processing the legacy waste till the project period.

The land area reclaimed by processing will remain with the Second Party except as required for setting up of plant which can be used till completion of project period.

The Third Party shall ensure optimum utilisation of the project site and shall not use the same for any purpose not connected or incidental to the project or related activities.

7. Disposal

It is the sole responsibility of Third Party to dispose off all the rejects/inert generated during the process.

By-products from such processing viz. recyclables, RDF, enriched soil etc. will be the property of the Third Party.

E-waste, hazardous waste and recyclables such as the plastic, glass, metal etc. shall not in any way form the part of inert waste.

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

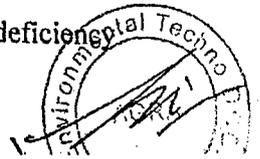
SLF facility shall not be provided for disposal of processed waste and responsibility of its disposal as per CPCB/State PCB guidelines shall solely rest with Third Party.

Third Party shall in all respect of the project, procure the applicable Permits and be in compliance thereof at all times during the currency of this Agreement.

8. Monitoring of the processing facility

It shall be primary duty of the First party to make concurrent monitoring on daily basis about the operation and maintenance of processing facility and any deficiencies.

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observed must be duly communicated on the same day. The parties agree to mutually adopt a transparent, standard operating procedure for quality monitoring of the processing facility and its operation. The First party will provide suitable guidance and may also make its own mechanism to verify and inspect the operations of the processing facility. The First party may on its own or through any other agency monitor the quality of services rendered by Third party.

#### 9. Periodical Reporting

The Third Party shall, at the end of every month or at lesser intervals as required by First/Second Party, furnish detailed breakup in MT of Total Legacy Waste processed. However, RDF, Recyclables, Inert and construction & demolition waste, soil conditioner segregated/received in processing of waste may also be submitted if asked.

#### 10. Testing

✓ The soil conditioner received as by-product of processing shall be required to be tested quarterly or least twice as per the duration of the project for "Seed Germination Test" or any other test required for suitability of soil conditioner/processing residue being safe before disposal.

Sample for testing shall be taken in presence of representatives of all parties and shall be sent to HRC/reputed NABL accredited Lab for testing. Cost of sample submission and testing shall be borne by Second Party.

Above procedure shall be applicable for all other test(s) required to ensure waste being processed as per applicable Rules/Guidelines.

#### 11. Submission of Bill

Contractor shall submit required GST bill for payment at contracted rate Rs.439.00 per MT (exclusive of GST) of waste processed at designated site.

The Bill shall be submitted with the contour survey report along with calculation of net quantity calculated on the basis of density of waste. The survey report and calculations shall be duly checked and calculation be verified by Project Manager of designated local Unit of Construction & Design Services, U.P. Jal Nigam (U).

The Weighment Slips (KantaParchi) of RDF, Recyclables and Soil conditioner removed from the site shall also be attached with the Bill. The weighment slips shall be verified by the representatives of Nagar Palika Parishad and C&DS.

✓ Third Party shall also submit a certificate stating quantity of waste billed is processed and removed from the site for further disposal as per the applicable rules in force.

BY \_\_\_\_\_  
 (Signature)  
 (Name)



12. Payment

Payment shall be done by Second Party to Third Party as per Clause 1.8 of Terms of RFP.

Second Party shall make the payment of bills of Third Party within 14 days of submission of bill.

Achievement of required Milestones within the bill period shall also be ensured before payment of bill.

13. Milestones required to be achieved within the given timeframe as mentioned in detail in RFP Documents (Agreement).

14. General Provisions

Nothing contained in this Agreement shall be construed as or have effect of constituting a relationship of employer and employee or principal and agent between Department of Urban Development, Govt. of U.P. and the Other Parties or any of its staff, employees, agents or representatives.

The First and Second parties shall not be responsible for all acts and omissions of staff or any persons, associations, institutions engaged by the Third Party whether or not in the course of implementing the project and the Third Party shall be solely responsible for the health, safety and security of such persons or entities and their property.

15. Indemnification and Insurance

The Third Party shall be solely responsible for and keeps the First & Second Party indemnified against all the claims, damages, expenses, losses or injury to persons or property that may arise during the execution of project.

On the occurrence of an accident which leads or may lead to human loss, Third Party shall within 24 hours of such accident report in writing to the First and Second Party clearly stating the facts in sufficient details, explaining the circumstances of such accident and subsequent actions taken by the Third Party.

In the event, compensation may become payable under any Act or by the Judgement of any Court/competent Authority thereof whether such compensation becomes payable by Third Party or by First/Second Party, the same shall be borne and paid by the Third Party. If Third Party fails to pay the requisite compensation, Second Party on behalf of itself and/or First Party shall have the right to recover the same by encashment of Performance Security/any sum payable to Third Party.

The Third Party at its own cost & expenses shall purchase and maintain all insurances in respect of Contractor's risk, loss, damage or destruction of Project facilities.

मु०म०प्र०(IV)  
सी०ए०ए०डी०ए०ए०  
उ०प्र०ज०ल० नि०ग०

अ०दि०शा०स्त्री अ०दि०शा०स्त्री



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workmen compensation, third party liability including injury or death or any other insurance that may be necessary in accordance with Good Industry Practises.

**16. Effective Date, Validity of this Agreement & Amendment**

Effective date of this agreement will be the date of commencement of processing from the date of signing of this agreement as mentioned in Terms of RFP, Vol-I & Vol-II.

In case if, any part of this agreement is in conflict with RFP document and or any previous MOUs etc., clauses of this agreement will prevail.

The term Authority for this contract shall mean Executive Officer, Nagar Palika Parishad **Muzaffarnagar**.

This Agreement shall remain in force for **Eight Months & Zero days** from the date of signing of this agreement unless terminated earlier or extended through a mutually agreed amendment to this Agreement.

This agreement will remain valid even if other scope of work is invalidated and/or are truncated and/or taken out of the scope of work.

The Agreement may be amended by written consent of the Parties to the Agreement.

Standard Force Majeure clause shall applicable if any such condition arises.

All the conditions of RFP Document except those modified or superseded in this agreement shall also be part of this agreement.

**17. Termination of Agreement**

In the event of unsatisfactory performance in execution of the Project or violation of any terms of this Agreement by the ThirdParty, this agreement can be terminated after due notices of rectifications from Second Party. In case of termination due to default of ThirdParty the Performance Security shall be forfeited by the First and/or Second Party.

Under the instructions/orders of any Court/competent Authority or incidence of any such condition beyond the control of Second Party due to it is not possible to proceed with the project; Second Party may anytime terminate the Agreement, with proper notice to ThirdParty. In such case no claim for any compensation regarding remaining work shall be admissible to the ThirdParty and ThirdParty shall remove all their plant & machinery and processed waste components from the site.

The Agreement can be terminated with mutual agreement of the parties if the Force Majeure conditions prevail beyond validity of Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served the Termination Notice cures the underlying event of default to the satisfaction of other party at any time before the termination occurs, the Termination Notice can be withdrawn.

Termination of this Agreement shall not relieve the Parties of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**18. Environmental Compliance**

The ThirdParty shall, at all times, ensure that all aspects of the Project and the processes employed in the construction of Project Facilities shall conform to the laws pertaining to the environment, health and safety aspects including rules such as MSW rules, policies and guidelines related thereto. The ThirdParty shall obtain and maintain from time to time necessary clearances from all Government Agencies and for this purpose shall carry out, in accordance with Applicable Laws, the necessary Environment Impact Assessment studies and implement appropriate environment management plans and submit necessary reports (including the reports to be submitted by the Second Party and /or First Party) as per Applicable Laws. The whole procedure shall be done as per the guidelines issued by the CPCB.

**19. Settlement of Disputes**

In the event any dispute or difference arises between the Parties out of or in connection with this Agreement including the validity and interpretation thereof, it shall be referred by either party to the Department of Urban Development, Govt. of U.P. and the decision of the State Government will be final.

**20. Evaluation**

Department of Urban Development, Govt. of U.P. may, at its discretion and its own cost, undertake or cause to be undertaken evaluation of the impact of the changing ground realities and change in any of the basic assumptions and cost effectiveness of the Project during the validity of this Agreement. The Second Party & The ThirdParty shall when required give Urban Development Department or its representative reasonable cooperation, inputs and access to its records in connection with this Agreement.

*[Signature]*  
Director (IV)

*[Signature]*



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21. Performance Security deposited under this contract shall be released after one month of completion of project.

22. Mobilisation Advance: Mobilisation advance, if demanded by Third party, may be sanctioned after approval of competent authority, in accordance the terms and conditions vide office order No. 968/Pra-1/2005-0021/19 dated 29.08.2021 of U.P. Jal Nigam(U) to a maximum of 10% of the agreement value in two instalments of 5% each against Bank Guarantee.

### 23. General Conditions

Scope of work, Implementation plan of the Project, has been detailed and defined in the Agreement.

The progress report of the Project shall be submitted by the ThirdParty from time to time.

The progress of the Project and proper implementation will be inspected by the First Party in form of visits from time to time.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names.

For and on behalf of  
FirstParty

Signature:

शुभमोप्रा(IV)

(Er. Shivraj Singh)  
Chief General Manager(IV)  
जल निगम  
C&DS, U.P. Jal Nigam (U)  
Noida

For and on behalf of NPP  
Second Party

Signature:

(Shri Hemraj Singh)  
अधीक्षक अधिकारी  
Executive Officer  
नगर पालिका परिषद  
Nagar Palika Parishad,  
Muzaffarnagar

For and on behalf of  
ThirdParty

Signature:

(Shri Ravi Lavania)

M/s Environmental Techno &  
M/s Daya Charan and  
Company(JV)

1. Witness Signature

Name: RAVI PRATAAP SINGH

Address: PM U-9, Sahasrampur

2. Witness Signature

Name: DHRUV MAHESHWARI  
(SITE MANAGER)

Address: ...

Ede, the Netherlands, 9<sup>th</sup> of June 2024

To: Executive Officer of Muzaffarnagar Nagar  
Mrs. Pragya Singh  
Muzaffarnagar Nagar Palika

Dear Madam,

This letter is to confirm our commitment to start with clearing the landfill of Muzaffarnagar, also known as the Muzaffarnagar Recycle facility, by the second part of this year, 2024. We will do this step by step and are aiming to clear at least 60,000 m<sup>3</sup> of waste by the end of this year (A+B). The waste will be separated into RDF, sand, soil and stones, as well as other materials that can be recycled later on in time, when we have the full Waste to Energy plant available. Our focus will not only be fresh waste, we also focus on legacy waste in the first phase of the project.

In 2024 we are shipping a separation installation to Muzaffarnagar that has a capacity of maximum 1,000 tpd of waste. This is a mobile installation and will become operational in the 2<sup>nd</sup> part of 2024. The sand and stones we separate from the waste we will use for leveling our plots or for concrete production. The waste to energy plant of Muzaffarnagar can handle both fresh waste and legacy waste.

We will process the fresh waste and legacy waste at no cost.

This is only possible when the site has an easy access for larger transport trucks. To remove waste via the existing town streets and alleys will be difficult. We are hoping that the temporary access roads will become available at the start next of this year. We will need a good road to bring in equipment and to move material to clients. Via existing roads through town that will be difficult.

More important is the progress of the main approach road for which a new road and bridge are needed. We are seeing progress with the construction of the bridge. We can only speed up when this new connection is ready. We hope you understand this.

End of June I am visiting Muzaffarnagar again. I hope we can meet and make a more detailed plan for the months to come.

Warm regards,



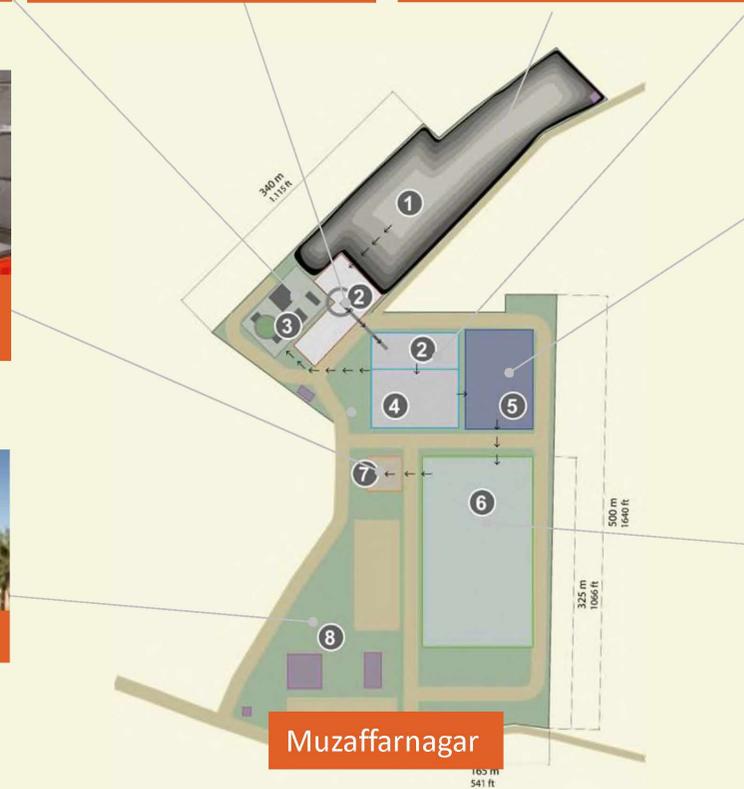
Therus Gieling, CEO of GCIND Solutions Pvt. Ltd.



### Muzaffarnagar

Projected steps to kickstart the project

- ① Clearing legacy waste from the landfill
- ② Collection platform
- ③ Digester



Dated: 27-03-2024

## Plan of action for processing legacy waste situated on landfill of Muzaffarnagar

1. To have the temporary access road ready on the shortest possible notice. Needed to enable us to process the legacy waste and start with removing waste. The works includes clearing the roadbed of waste and adding a hardened road surface (tarmac, asphalt). *[See figure 1]* **expected to be completed by the Government: May-June 2024**
2. We will start with the construction of a security and office building at the South end of the landfill. **Completed July-August 2024**
3. We will start with the excavation of waste on the landfill to make space for a concrete platform *[Landfill section B see figure 2]* where collection and processing of waste takes place. Also, space is needed to be able to build the bio digester. *[Landfill section A see figure 2]* **Excavation works completed July 2024**
4. We will construct the concrete floor for collection and separation of waste. *[Plan overview see figure 3]* **Construction and completion: July – August 2024**
5. We will construct the temporary separator installation for legacy waste. **Construction completed October 2024**
6. We expect the government to be in full swing with constructing the main access road and bridge. *[see figure 1]* **Expected completion by the Government: March 2025.**
7. We will start the first phase of waste separation on the new platform, separating mainly sand and stones and RDF. RDF is being removed in small quantities through town via the temporary road. Sand and stones is being treated so it can be used as a building material for the preparation of the plot (leveling of the plot).
  - a. **Start waste separation: Q3 or Q4 2024**
  - b. **Enlarging capacity when main access road is opened March 2025**
8. We will start with the construction of the bio digester as soon as the space on the landfill is being cleared from waste (see point 3). Digester can turn 300 m<sup>3</sup> /day organic waste (incl cow manure) into biogas.
  - a. **Start of construction of concrete works August 2024.**
  - b. Bio digester will be completed after completion of main access road (see point 6). The main road is needed to transport the large-scale components to the plot. *[Plan overview see figure 3]* **Completion April - May 2025**

These steps are only possible within the given time frame when the roads are completed as we have agreed during the meeting with the District Magistrate in the meeting of February the 22<sup>nd</sup> and is underlined with the letter to the District Magistrate of February the 27<sup>th</sup> 2024.

# Figure 1 Roads to be completed

To be able to construct and operate the plant the new access road and bridge need to be constructed as soon as possible.

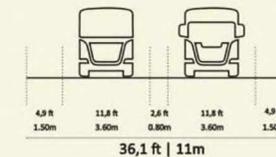


-  Main roads (existing)
-  Main access road (to be constructed)
-  Sub Access road (limited traffic possible)
-  Bridge

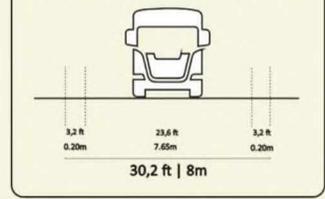


Technical information

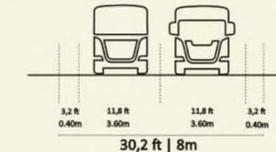
Preferred Road profile



Corner road profile  
Exceptional transport  
at minimal road profile



Minimal Road profile





## Figure 2 Landfill sections

- Landfill sections A & B will need to be cleared from waste first and foremost (April/May 2024)
- Section A is needed for the bio digester
- Section B is needed for the collection and separation platform, to be in operation October 2024

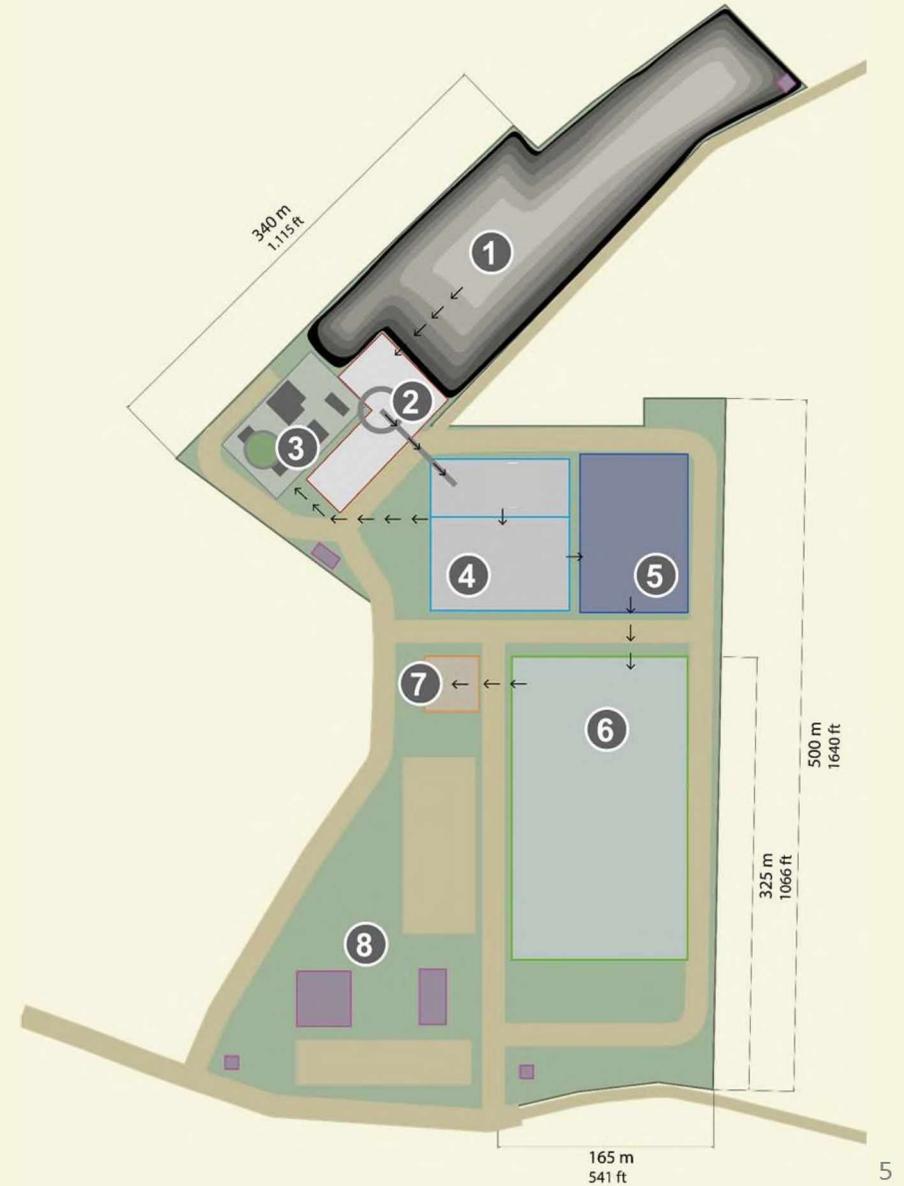
## Figure 3 Plan overview

### Phase 1

- ① Existing landfill
- ② Temporary separator/ collection platform
- ③ Bio digester
- ⑦ Legoblock factory

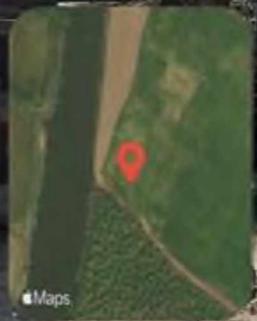
### Phase 2

- ④ Permanent separator
- ⑤ Storage hall
- ⑥ Incinerator
- ⑧ Office buildings





 GPS Map Camera



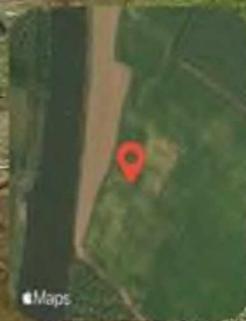
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Note : Captured by GPS Map Camera

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GPS Map Camera



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Note : Captured by GPS Map Camera



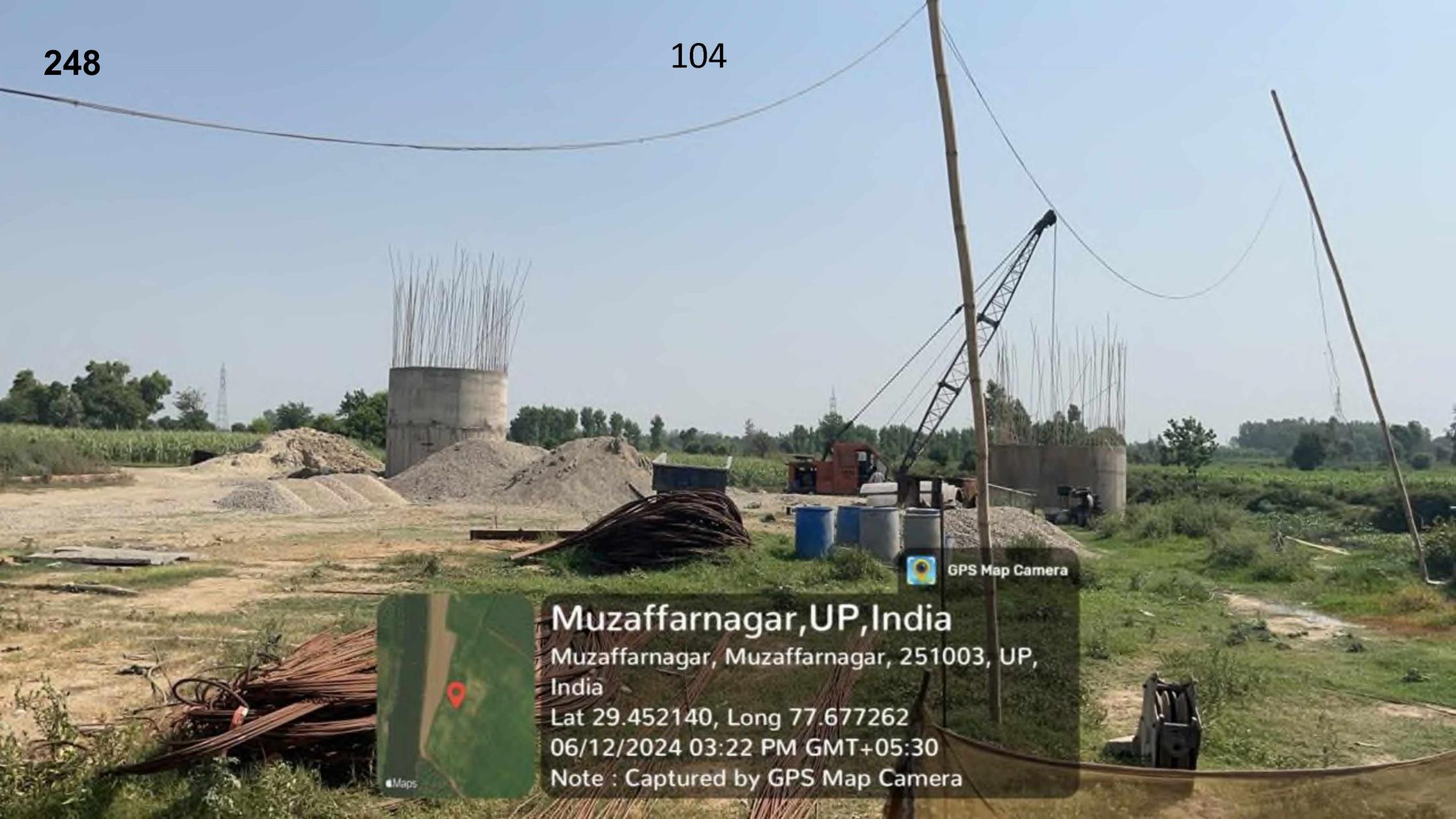
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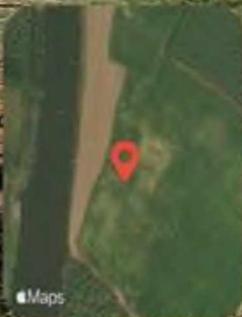
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Note : Captured by GPS Map Camera

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 GPS Map Camera



**Muzaffarnagar, UP, India**

Muzaffarnagar, Muzaffarnagar, 251003, UP,  
India

Lat 29.452140, Long 77.677262

06/12/2024 03:22 PM GMT+05:30

Note : Captured by GPS Map Camera

(105)

ANNEXURE A A

**REPORT OF NAGAR PALIKA PARISHAD (NPP) MUZAFFARNAGAR IN COMPLIANCE TO THE ORDER DATED 15.01.2024 AND 18.03.2024 ISSUED BY HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI IN O.A. NO 53/2024 FARHA KHAN VS STATE OF UTTAR PRADESH & ORS.**

That Hon'ble National Green Tribunal (hereinafter referred to as "NGT") dated 15.01.2024 and 18.03.2024 has passed the order in O.A. No. 593/2017. The Compliance Report on behalf of the NPP Muzaffarnagar, State of Uttar Pradesh in compliance with of order passed by Hon'ble NGT in O.A. No. 53/2024 Farha Khan Vs UOI & State of Uttar Pradesh & Ors.

Order dated 15.01.2024 issued by Hon'ble NGT in the O.A 53/2024. The operative portion for the same is reproduced here under:

*" In this original application, Applicant has alleged serious violation in respect of compliance of Solid Waste Management Rules, 2016 and Bio-Medical Waste Management Rules, 2016 by the Nagar Palika Parishad, Muzaffar Nagar, Uttar Pradesh*

*As per the grievance, the waste is neither segregated nor processed. The final dumping site is at Kidwai Nagar, Muzaffar Nagar, which is not a sanitary landfill but a mere big dumping yard, which is abutting the residential colonies. It is also alleged that the Municipal Corporation has permitted cropping up of several illegal dumping sites for dumping of municipal waste and there is no proper municipal waste management within the Municipal Corporation concerned.*

(3)

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Order dated 18.03.2024 issued by Hon'ble NGT in the O.A 53/2024. The operative portion for the same is reproduced hereunder:

*In this original application, applicant has raised the grievance that within Nagar Palika Parishad, Muzaffarnagar, UP, waste is neither segregated nor processed and final dumping site is at Kidwai Nagar, Muzaffarnagar which is not a sanitary landfill but a mere big dumping yard abutting to the residential colonies. It is also the allegation that Municipal Corporation has permitted cropping up of several illegal dumping sites for dumping of municipal waste and there is no proper municipal waste management.*

*Learned Counsel for respondent no.4- Nagar Palika Parishad Muzaffarnagar seeks three weeks' time to file the response.*

*The next date of hearing is 03.07.2024.*

**ACTION TAKEN REPORT:**

1. It is humbly submitted that as per the current census Nagar Palika Parishad (NPP) Muzaffarnagar has a population of 520, 206 and the quantum of daily generated municipal solid waste (MSW) of NPP Muzaffarnagar is 234 TPD. The daily solid waste generated is collected from all 55 wards in NPP, Muzaffarnagar, which is segregated at the point of collection and accordingly dry and wet waste are sent for further processing.
2. The Door-to-Door collection of MSW is being operated by NPP Muzaffarnagar. For effective collection of MSW, vehicles being used are Mini Tipper – 72 nos. and Tricycle – 77 nos. The domestic waste is being segregated at the MRF center of 05TPD capacity located at Roorkee Chungi at Roorkee road. There is no temporary dumping sites in NPP,



(4)

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Muzaffarnagar. only secondary collection point was established from where waste is collected and sent to dumpsite at Kidwai Nagar. Disposal of MSW sent to Kidwai Nagar site was done by MSW processing plant which was operated by third party and currently non-operational after the contracts ends.

During this period, the daily generated solid waste is processed through decentralized manner. During this period, dry waste was processed through MRF and doing agreement with local kabaddis and wet waste processed through windrow composting. Approx 30-40% of remaining solid waste was dumped into the dumping ground separately, which will be transported to the MSW processing facility for further disposal in scientific manner as per rules once its operational.

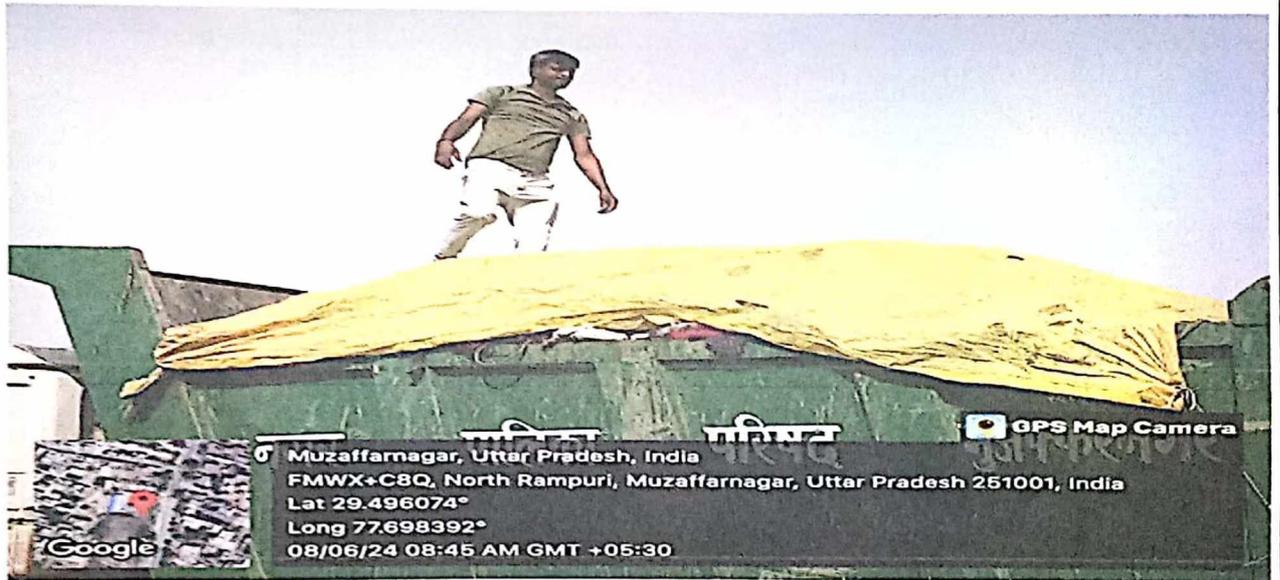
3. The process of re-tender regarding operationalization of MSW processing plant of 120 TPD capacity was on hold due to Lok Sabha Election 2024 and effective Model code of conduct. As the Model code of conduct is ineffective/ends the process of tendering is taken up by NPP Muzaffarnagar and will be completed within one month. Accordingly, after the tendering process and administration approval and sanction process will be completed the MSW plant will be fully operational by August 2024. Currently the dry waste collected is segregated in MRF and non-recyclable waste collected is sent in covered tipper to the dumping ground and placed separately. The wet waste collected is treated in composting.



(5)



**Geotagged Photographs of Operational Composting.**



**Geotagged Photographs of Covered Tipper**

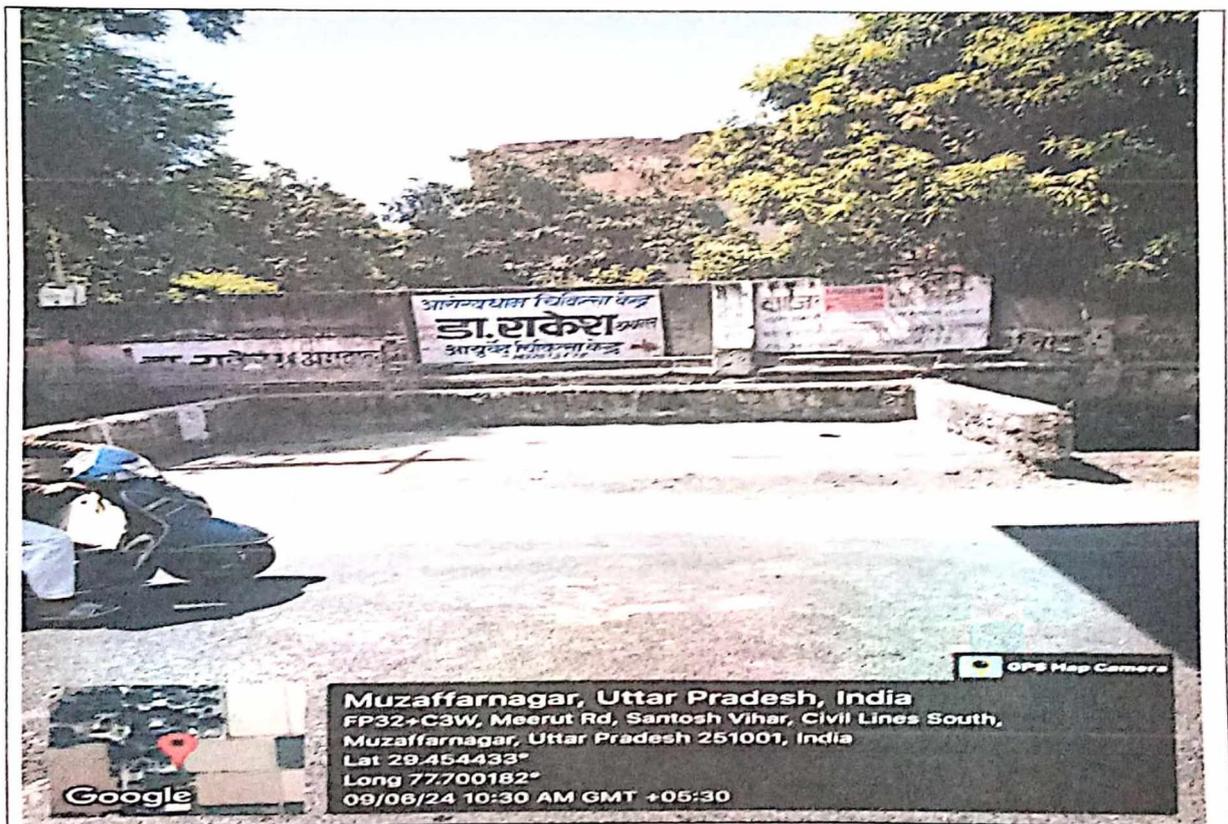
4. In reference to the legacy waste 224,655 MT Legacy waste has been scientifically disposed at the Kidwai Nagar site (**Annexure – 1**) and some quantity of legacy waste still remaining at the dump site which has not been measured. The process of estimation and remediation of legacy waste is

*[Handwritten signature]*

(6)

under process and remediation will be started by August 2024. NPP Muzaffarnagar is in discussion with M/s GCIND Solutions Pvt. Ltd. The letter of M/s GCIND Solutions Pvt. Ltd. dated 09.06.2024 regarding the same is attached as **Annexure - 2**

5. Fresh application for obtaining NOC/ Authorization is from Up Pollution Control Board has been submitted, NOC awaited. Copy of application is attached as **Annexure-3**
6. The garbage points as mentioned in the application are fully cleared and regular cleaning and IEC works has been conducted by NPP Muzaffarnagar team. The latest geo-tagged photographs of all the locations is attached as under:



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(7)

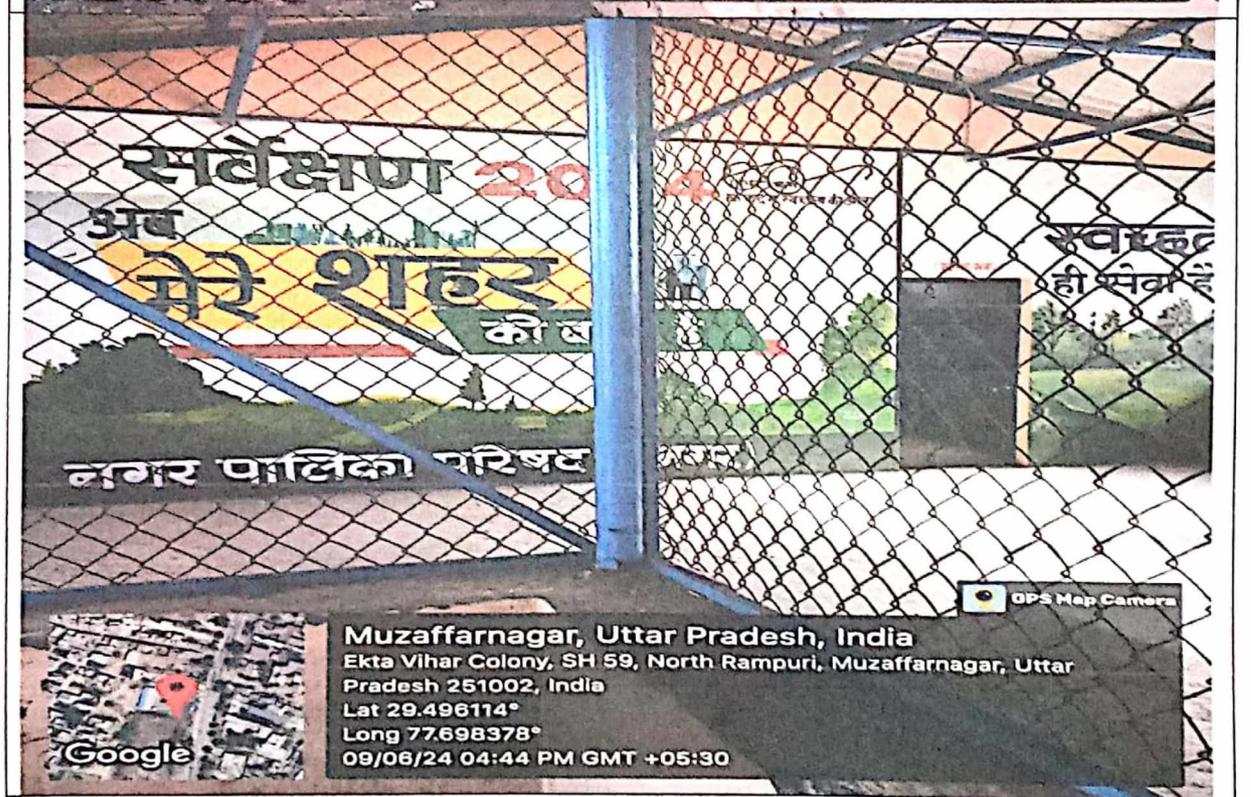


GPS Map Camera  
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 Long 77.705518°  
 09/06/24 12:18 PM GMT +05:30



GPS Map Camera  
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 Pradesh 251002, India  
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GPS Map Camera



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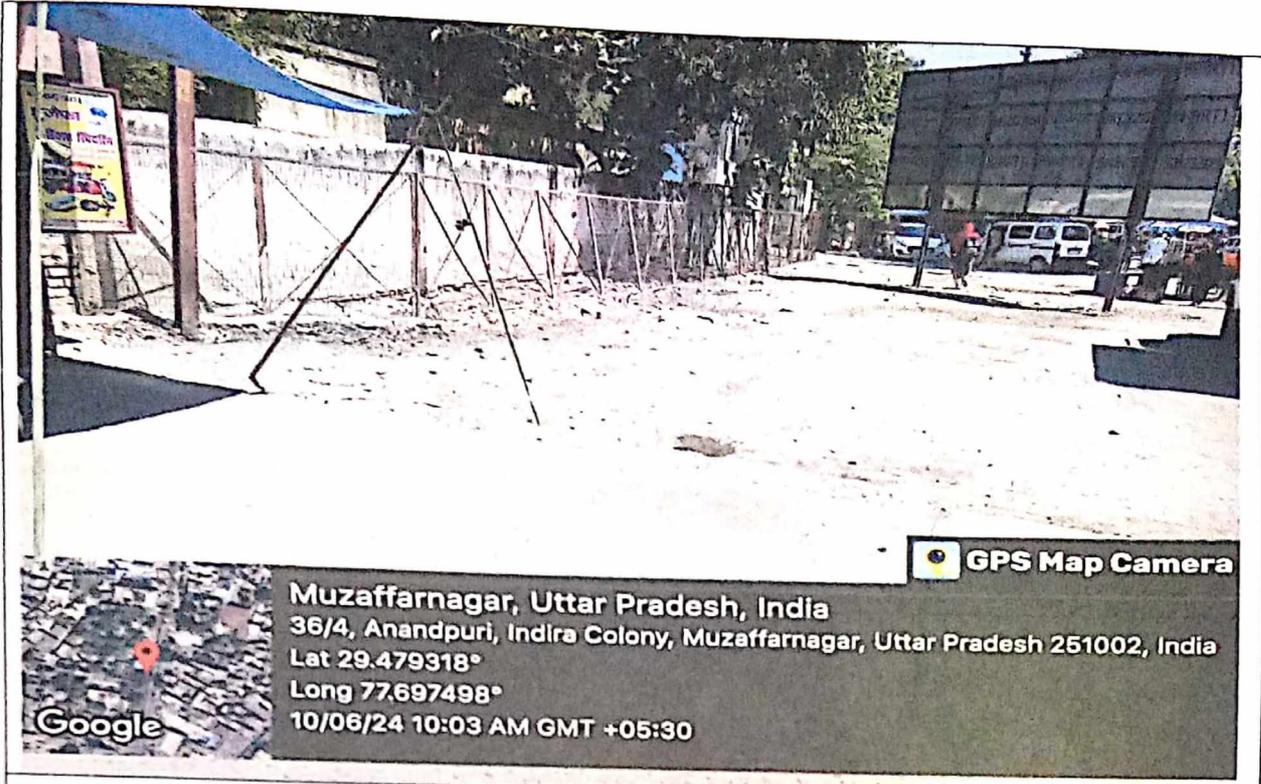


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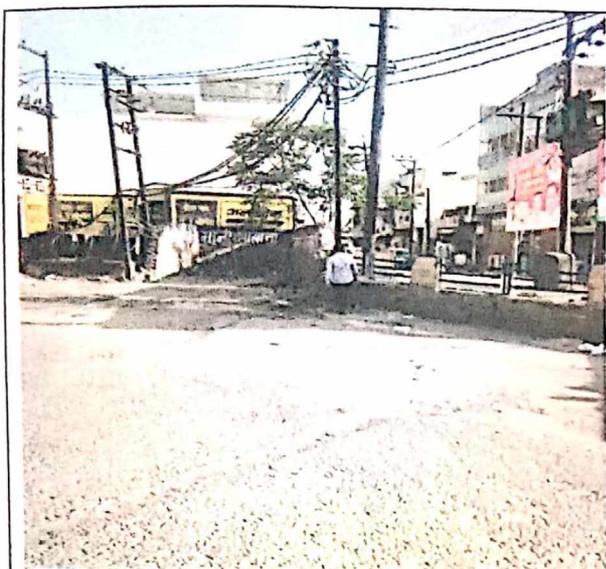


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 Long 77.697667°  
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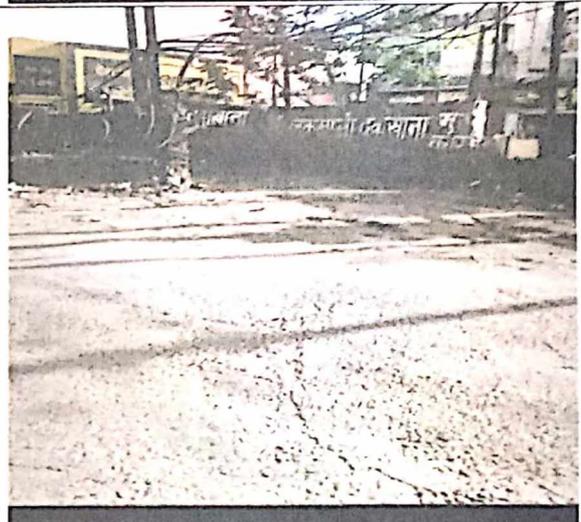
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Talib Fruit Shop Minakshi Chowk, Sutharshahi, Muzaffarnagar, Uttar clear sky 45.0 °C 11 Jun 2024 05:18 PM



FM9W+MGW, Shiv Chowk, Civil Lines South, Muzaffarnagar, Uttar clear sky 45.0 °C 11 Jun 2024 05:26 PM



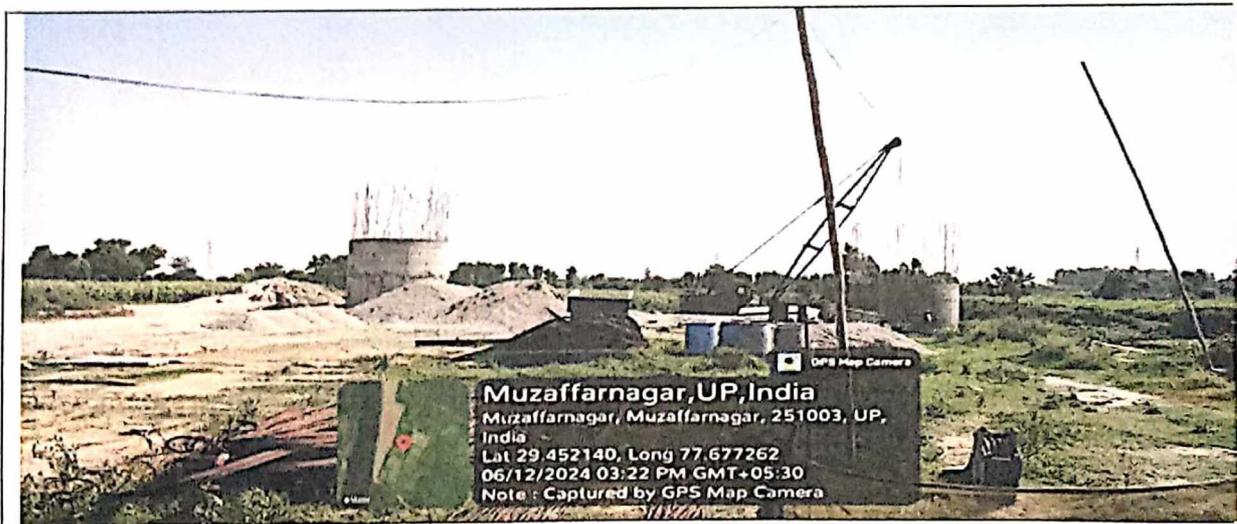
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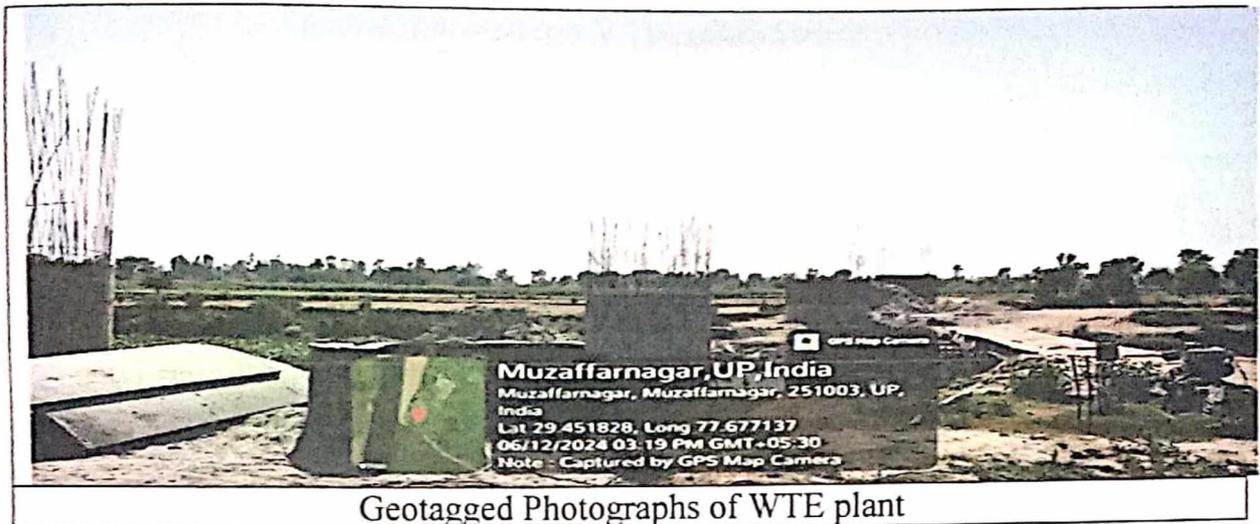
**ACTION PLAN TO FULFILL THE GAP IN SOLID WASTE PROCESSING:**

1. Waste to Energy (WtE) plant of 1750 TPD capacity is under construction and will be completed by March 2025. Present status of establishment/operation of Waste-to-Energy Plant is as under:

- ✓ Registration and Handover of Land has been completed by Muzaffarnagar Nagar Palika.
- ✓ GCIND Solutions has taken possession of land parcel.
- ✓ Construction of bridge and new approach is under progress, done by Muzaffarnagar Nagar Palika.
- ✓ Upgradation of existing approach road is under process, expected to be ready by August and needed to bring in first containers with equipment for phase 1.



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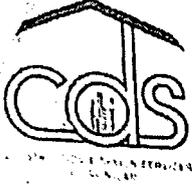


2. 05 units of Material recovery facility each of 05 TPD of capacity is under process and will be operation by December 2024.

Submitted for your kind information and perusal.

118

Mobile: 9837168303



कार्यालय परियोजना प्रबन्धक, यूनिट-07  
कन्स्ट्रक्शन एण्ड डिजाइन सर्विसेज



IAS-ANZ



उत्तर प्रदेश जल निगम(नगरीय)

(उ० प्र० सरकार का उपक्रम)

Tele - 0121-4349293

702

कार्यालय पता- ए-65, ब्लॉक-ए, वेदव्यासपुरी, जनपद : मेरठ-250005  
(An ISO 9001-2015 Certified Organization)

E-mail id : cds.unit7@gmsil.com

पत्रांक- 3095 / नार्ड - 140 / 23

दिनांक: 21/12/2023

### Completion Certificate of Original Works

Name of Work : Bio-Remediation & Clearing of Legacy Waste at N.P.P. Muzaffarnagar  
Bio-Remediation Method.  
(A) Quantity of Legacy waste- 224655.00 MT.  
(B) Leveling and Dressing work- Work Completed  
(C) Disposal of R.D.F.- 74599.00 MT.

Agency : Unit-07, C&DS, U.P. Jal Nigam (Urban) Meerut  
G.O. No. : पी०एम०यू० / 4894 / 429(15) / 2020-21 दिनांक 27.11.2021  
Specification of work : As Per G.O.

Certified that the work mentioned above was completed on 31.08.2023 as per according to approved Estimate/Agreement, norms & specification and handed over on Date 26.12.23 that there has been no deviation from the sanctioned contour plan and specification other than those sanctioned by competent authority.

  
M/s Environmental  
Techno DCC JV, G-7 Shanti  
Niketan Apartment,  
Church Road, Lajpat kunj,  
Civil Line, Agra

  
(Project Manager)  
Unit-07, C&DS,  
U.P. Jal Nigam (Urban)  
Meerut  
  
P/S

  
Executive Officer  
Nagar Palika Parishad  
Muzaffarnagar

Returned to the Project Manger Unit-07, C&DS, U.P. Jal Nigam (Urban) Meerut. The work has been taken over.

Taken Over  
  
Executive Officer  
Nagar Palika Parishad  
Muzaffarnagar

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Ede, the Netherlands, 9<sup>th</sup> of June 2024

To: Executive Officer of Muzaffarnagar Nagar  
Mrs. Pragya Singh  
Muzaffarnagar Nagar Palika

Dear Madam,

This letter is to confirm our commitment to start with clearing the landfill of Muzaffarnagar, also known as the Muzaffarnagar Recycle facility, by the second part of this year, 2024. We will do this step by step and are aiming to clear at least 60,000 m<sup>3</sup> of waste by the end of this year (A+B). The waste will be separated into RDF, sand, soil and stones, as well as other materials that can be recycled later on in time, when we have the full Waste to Energy plant available. Our focus will not only be fresh waste, we also focus on legacy waste in the first phase of the project.

In 2024 we are shipping a separation installation to Muzaffarnagar that has a capacity of maximum 1,000 tpd of waste. This is a mobile installation and will become operational in the 2<sup>nd</sup> part of 2024. The sand and stones we separate from the waste we will use for leveling our plots or for concrete production. The waste to energy plant of Muzaffarnagar can handle both fresh waste and legacy waste.

We will process the fresh waste and legacy waste at no cost.

This is only possible when the site has an easy access for larger transport trucks. To remove waste via the existing town streets and alleys will be difficult. We are hoping that the temporary access roads will become available at the start next of this year. We will need a good road to bring in equipment and to move material to clients. Via existing roads through town that will be difficult.

More important is the progress of the main approach road for which a new road and bridge are needed. We are seeing progress with the construction of the bridge. We can only speed up when this new connection is ready. We hope you understand this.

End of June I am visiting Muzaffarnagar again. I hope we can meet and make a more detailed plan for the months to come.

Warm regards,



Therus Gieling, CEO of GCIND Solutions Pvt. Ltd.

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**Form I**  
[see rules 4(2) & 6(2)]  
**Application for obtaining authorization**

To  
The Member Secretary,  
Uttar Pradesh Pollution Control Board

1. Name of the municipal authority/Name of the agency appointed by the municipal authority : NAGAR PALIKA PARISHAD  
MUZAFFANAGAR

2. Correspondence Address : kaidwai nagar  
muzaffanagar, MUZAFFARNAGAR, 251001, .  
MUZAFFARNAGAR, Pin : 251001

Telephone Number :

Fax Number :

3. Nodal Officer & designation : Ravi lavania

(Officer authorised by the municipal authority or agency responsible for operation of processing or disposal facility) : M D

4. Authorization applied for (Please tick mark) : Waste Processing, Disposal at landfill,

5. Authorization Type : Fresh Application

6. Detailed proposal of waste processing/disposal facility (to be attached ) to include

**6.1 Processing of Waste**

i. Location of Site : kaidwai nagar muzaffanagar

ii. Name of Waste Processing Technology : Bio mining

iii. Details of Processing Technology : Not Attached

iv. Quantity of waste to be processed per day : 900 Metric Tonnes/Day

v. Site clearance (from Local Authority) : Not Attached

vi. Details of agreement between municipal authority and operating agency : Not Attached

vii. Utilization programme for waste processed (Product utilization) : Not Attached

viii. Methodology for disposal of waste processing rejects (quantity and quality) : Not Attached

ix. Measures to be taken for prevention and control of environmental pollution : disposing after proper treatment.

x. Investment on Project and expected returns : 885 and 101

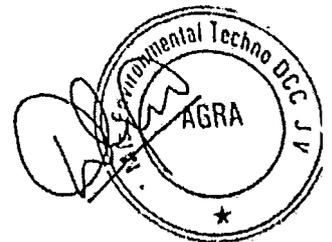
xi. Measures to be taken for safety of workers working in the plant : providing safety kits like helmet, shoes, gloves, mask

**6.2 Disposal of Waste**

i. Number of sites indentified : 1

ii. Layout maps of site : Not Attached

iii. Quantity of waste to be disposed per day : 630 Metric Tonnes/Day



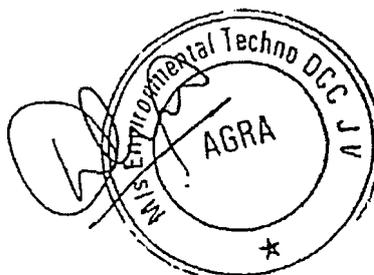
(18)

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- v. Nature and composition of waste : and
- vi. Details of methodology or criteria followed for site selection : Not Attached
- vii. Details of Existing Site under Operation : Not Attached
- viii. Methodology and operational details of landfilling : Not Attached
- ix. Measures taken to check environmental pollution : disposing after proper treatment.

Date :

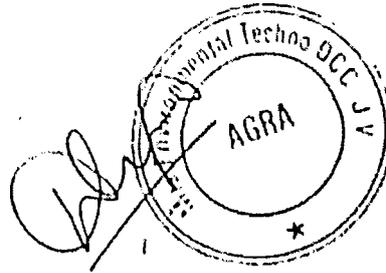
Signature of Nodal Officer:.....



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## Transaction Details :

Payment Reference No./ Order No. : UP01523031516260573  
Status : SUCCESS  
Transaction Amount : 50000  
Transaction ID : 84936246  
Transaction Date and Time : 2023-03-15 16:26:18  
Entrepreneur ID : UPSWP230441622  
Unit ID : UPSWP23044162202  
PayIDFromBank ID : 2082085542



फरक ल जाग रीत रीत में  
मोहल्लेवासियों ने बच्चों को छुड़ाया। पुलिस  
मापले की जांच कर रही है।

नया गुप्ता, डायरेक्टर डॉ. एमके गुप्ता, विद्यालय  
के प्रधानाचार्य आजाद वीर, कोर्डिनेटर आशीष

करता है। विद्यालय के प्रबन्धक क्षित्रीय संस्थान ने  
सभी का धन्यवाद किया।

## कार्यालय नगर पालिका परिषद, मुजफ्फरनगर

पत्रांक : 108/सा.प्र./2024-25

दिनांक 22-06-2024

### ई-निविदा सूचना

नगर पालिका परिषद, मुजफ्फरनगर द्वारा किदवईनगर स्थित कूड़ा निस्तारण प्लांट पर प्रतिदिन आने वाली  
क्रेश वेस्ट के प्रसंस्करण, निपटान एवं निष्कासन अनुभवी फर्म/कम्पनी/ठेकेदार से कार्य करायें जाने हेतु ई-निविदाएं  
दिनांक 13-07-2024 को अपराह्न 3:00 बजे तक आमंत्रित की जाती हैं। वेबसाइट  
<https://etender.up.nic.in> पर निविदा फॉर्म ऑनलाइन दिनांक 24-06-2024 की प्रातः 10:00 बजे के बाद  
से दिनांक 13-07-2024 की सायं 3:00 बजे तक डाउनलोड तथा अपलोड किये जा सकते हैं, साथ ही  
निविदादाता को स्वघोषणा पत्र देना अनिवार्य होगा। यह स्वघोषणा पत्र अंकन 100/- रुपये के स्टाम्प पेपर पर नोटरी  
द्वारा सत्यापित होना आवश्यक है। कार्य की धरोहर राशि एफ.डी.आर./एन.एस.सी. आदि के रूप में जो अधिशासी  
अधिकारी नगर पालिका परिषद, मुजफ्फरनगर के नाम बंधक होगी तथा निविदा मूल्य (जी.एस.टी. सम्मिलित करते  
हुए) का ड्राफ्ट नगर पालिका परिषद, मुजफ्फरनगर के पक्ष में जारी करते हुए निविदा खोलने जाने से पूर्व मूल प्रति  
के रूप में कार्यालय को उपलब्ध कराया जाना अनिवार्य है। अन्य विवरण एवं शर्तें किसी भी कार्यदिवस में स्वास्थ्य  
विभाग कार्यालय में आकर अवलोकन कर सकते हैं। प्राप्त निविदाओं को दिनांक 13-07-2024 को सायं 4:00  
बजे अधिशासी अधिकारी के कार्यालय में खोली जाएगी तथा निविदा खोलने जाने वाली दिनांक को सार्वजनिक  
अवकाश एवं विषम स्थिति उत्पन्न होने की दशा में निविदा अगले कार्यदिवस में सायं 4:00 बजे खोली जाएगी।  
अधिक जानकारी के लिए ऊपर दी गयी वेबसाइट पर लॉगइन कर सकते हैं।

**नगर स्वास्थ्य अधिकारी**

नगर पालिका परिषद,

मुजफ्फरनगर

**अधिशासी अधिकारी**

नगर पालिका परिषद,

मुजफ्फरनगर

**अवकाश**

नगर पालिका परिषद,

मुजफ्फरनगर

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ANNEXURE A21

THE UTTAR PRADESH STATE CONTROL OVER PUBLIC CORPORATION ACT, 1975  
[U.P. ACT NO. 41 OF 1975]

(As passed by the Uttar Pradesh Legislature)

An Act to provide for the control of State Government over statutory bodies established under any Uttar Pradesh Act (excepting Universities governed by the Uttar Pradesh State Universities Act, 1973)

It is hereby enacted in the Twenty-sixth Year of the Republic of India as follows: -

1. Short title and commencement. - (1) This Act may be called the Uttar Pradesh State Control Over Public Corporation Act, 1975

(2) It shall come into force at once.

2. Power to issue directions to statutory bodies: - (1) Every statutory body (by whatever name called), established or constituted under any Uttar Pradesh Act, excepting Universities governed by the Uttar Pradesh State Universities Act, 1974, shall in discharge of its functions, be guided by such directions on questions of policy as may be given to it by the State Government, notwithstanding that no such power has expressly been conferred on the State Government under the law establishing or constituting such statutory body.

(2) If any question arises whether any matter is not a matter as respects, which the State Government may issue a direction under sub-section (1), the decision of the State Government shall be final.

Note: Received the assent of the Governor on August 30, 1975, published in U.P. Gazette, Extra., Dated 4<sup>th</sup> September 1975, page 2.

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

ORIGINAL APPLICATION No. 53 of 2024

IN THE MATTER OF :

FARHA KHAN

... APPLICANT

AND

STATE OF UTTAR PRADESH & OTHERS

... RESPONDENTS

**VAKALATNAMA**

Know all to whom these presents shall come that I/We EXECUTIVE OFFICER, NAGAR PALIKA PARISHAD, MUZAFFARNAGAR, abovenamed do hereby appoint Mr. Raunak Parekh, Advocate hereinafter called to be our Advocates in the above noted case and authorise them. To act, appear and plead in the above noted case in this Court or in any other Court in which the same be tried or heard and also in the appellate Courts.

To sign, file verify and present pleadings, replications, appeals, cross-objections, or petitions for executions, review, revision, restoration, withdrawal, compromise or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

Revisor restoraries.

To file and take back documents. To take out execution proceedings, to deposit, draw and receive money, cheques and grant receipts thereof or and to do all other acts and things which may be necessary to be done for the progress and in the course of prosecution of the said case. To appoint, instruct any other Legal practitioner authorising him to exercise the power and authorities hereby conferred upon the Advocates whenever he or they may think fit to do so and sign, the power of attorney on my/our behalf.

IN WITNESS WHEREOF, We do hereunto set our hand to these present the contents of which have been understood by us this 6<sup>th</sup> day of MARCH, 2024.

Accepted: Advocate *RP*  
**RAUNAK PAREKH, Advocate,**  
**Basement No.2, Block B-3**  
**Manu Apartment,**  
**Mayur Vihar Phase-1**  
**Delhi-91**  
**M-9919024666**  
**REG No. UP-117/11**

*RP*  
Client  
अधिकारी  
(RESPONDENT NO. 2)  
नगर पालिका परिषद  
मुजफ्फरनगर

RAUNAK PAREKH  
Advocate  
Mobile: 9919024666  
Email ID: raupar1986@gmail.com  
Reg. No: UP/117/11

