

## **REQUEST FOR PROPOSAL**

**Name of the Work:** “Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly”

**Under Bareilly Municipal Corporation**



**Employer: - Bareilly Smart City Limited (BSCL)**

Bareilly- 243001 Telephone: 0581- 2551007

[Email: ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)

Ref No:-BSCL/2020-21/297

Date:- 04/05/2020

Bareilly Smart City Limited, Bareilly invites e-tender for the following projects:-  
Date:-

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Design, Making, Supply, Installation, Testing and Commissioning of Programmable Music System Around walking track at Gandhi Udhyan, Bareilly with three years of comprehensive warranty	1.6 Lakhs	11800	4 months	11/05/2020
02	Design, Supply, Installation with maintenance of 16 High Mast Lights with three years in Bareilly	2.5 Lakhs	11800	6 months	11/05/2020
03	Supply, Installation and Maintenance of High-Density Vertical gardens at 2 locations in Bareilly with O&M period of three years	4 Lakhs	11800	4 months	11/05/2020
04	Supply, Installation, Testing & Commissioning of Equipments and Vehicles for Transfer Stations at Bareilly	20.00	11800	6 Months	11/05/2020
05	Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly	40 Lakhs	11800	18 Months	11/05/2020

1.	Detailed NIT and Bid Document shall be available on: - <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and <a href="http://www.nagamigambareilly.com">http://www.nagamigambareilly.com</a>
2.	Tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP.
3.	Amendment to NIT, if any would be published on website only.
4.	In case of any queries on this RFP, intending bidders may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: <a href="mailto:ceo.bscl01@gmail.com">ceo.bscl01@gmail.com</a>

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतू नहीं

- सम्पादक, Times of India (All Edition), Hindustan Times (All Edition), Dainik Jagran (Local Edition) को इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतू प्रेषित करें ।
- अध्युक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चस्पा हेतू ।
- कम्प्यूटर प्रमारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,  
Bareilly Smart City Limited, Bareilly

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. The Bareilly Municipal Corporation (herein after referred to as “the Authority” in this Bid Document) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The designs, drawings, technical data and any other information provided in this RFP is only indicative and neither the Authority nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.

Neither the Authority or its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all- inclusive or contain all the information about the Projects in relation to which it is being issued.

The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. The Authority makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The Authority reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued. No part of this RFP and no part of any subsequent correspondence by the Authority, its employees, officers or its consultants shall be taken as providing legal, financial or other advice nor as establishing a contractor contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate

parties having the authority to enter into and approve such agreements. The Authority reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.

Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. The Authority may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against the Authority nor its employees, officers nor its consultants.



Chief Executive Officer,  
Bareilly Smart City Limited,  
Bareilly.

**BAREILLY SMART CITY LIMITED (BSCL)**  
**BAREILLY**  
**(UTTAR PRADESH, INDIA)**

Letter no. BSCL/2020-21/297

Dt. 04-05-2020

**NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement**

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites unconditional Bids for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- A, B: PQ & Technical Bid and Part-C: Financial Bid/Price Bid) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E-tendering portal **<http://etender.up.nic.in>**. Bidder can download the RFP from **<http://etender.up.nic.in>** after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No.: 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing which; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through verifiable Bank Guarantee from a Nationalized Banks of India. The scanned copy of the transaction slip/ Bank Guarantee should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No:-0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (INR)	Tender fee with GST @ 18% (INR)	Work completion Period from the Signing of Agreement
1.	Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly	40 Lakhs	11800	18 Months

**Time schedule for Bidding:**

S. No	Description	Critical Dates
1	Upload/Publish of RFP	11/05/2020 11:00 AM
2	Bid start Date/Time of RFP	11/05/2020 11:00 AM
3	Pre-Bid Meeting	20/05/2020 03:00 PM
4	Bid Closing Date/Time of RFP	05/06/2020 03:00 PM
5	Technical Bid Opening Date/Time	06/06/2020 11:00 AM
6	Financial Bid Opening Date/Time	To be notified

**Performance Security:**

Performance Bank Guarantee	5 % of Contract Value (determined as per the quoted rates)
Retention Security Deposit	5% from each Running Bill Amount to be released after issue of completion certificate

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website [www.nagarnigambareilly.com](http://www.nagarnigambareilly.com) (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the right to reject any or all the tenders without assigning any reasons
4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
5. For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to: [ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)

  
Chief Executive Officer,  
Bareilly Smart City Limited,  
Bareilly.

**Volume I- Request for Proposal**

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## 1. Introduction

### 1.1 Background

The “Swachh Bharat Mission-Urban” (SBM-U) is a major initiative of Government of India with a vision of a ‘Clean India’ by 2019. To achieve the objectives of the Swachh Bharat Mission, the Government of Uttar Pradesh proposes to strengthen the entire MSWM system in all the Urban Local Bodies (ULBs) in Uttar Pradesh so as to comply with the Solid Waste Management Rules 2016, Service Level Benchmarks of the Government of India (GoI) & achieve the objectives of Swachh Bharat Mission (SBM) by 2019.

### 1.2 Project Objective

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014. ‘We must not tolerate the indignity of homes without toilets and public spaces littered with garbage’. For ensuring hygiene, waste management and sanitation across the nation, a “Swachh Bharat Mission” was launched. This proposed project aims at reclamation of land from the existing dumpsite at Bakarganj, Bareilly through the process of Bio-mining.

### 1.3 Current scenario

S. No.	Description	Details
1.	Population (Census 2011)	898194
2.	Present Waste Generation (2019)	400-450 TPD estimated
3.	Dumpsite Site Location	Near Bakarganj
4.	Dumpsite Site Location Coordinates	18 <sup>0</sup> 20' 44.86" N 74 <sup>0</sup> 02' 2.97" E
5.	Approximate Total Old Waste at Site (Legacy Waste) to be processed for Dumpsite reclamation	Approx 4.0 Lakhs Metric Tonne
6.	Total Area of the Site	8.68 acres

### 1.4 Broad Scope of Work

The Bareilly Smart City Ltd (herein after referred to as “the Authority” in this Bid Document) is seeking proposals from eligible Bidders to undertake the works required for Scientific dumpsite reclamation through Bio-mining of legacy waste/un-processed municipal solid waste by excavation of complete mixed MSW from the dumpsite which underwent biological and physical degradation, resource recovery by using suitable mechanical sieving machine or any other suitable equipment/method, segregating, sorting, retrieving recoverable materials, storing, selling, diverting for recycling, dumpsite land reclamation, development of Sanitary Landfill (SLF) for disposal of post processing

rejects, scientific disposal of post processing rejects and Closure & Capping of SLF at Bakarganj dumpsite during contract period and hand back of reclaimed land and capped SLF to the Authority at the end of contract period.

The Bidder should note that it must earmark a dedicated land parcel at the dumpsite itself sufficient for the incoming fresh waste during the contract period as no alternate land is available at present. However, processing of such fresh waste in the Biomining facility is not in the scope of Bidder.

Bidder is free to take back its movable assets after the issue of completion certificate by the Authority.

All statutory clearances including NOC from Airport Authority of India will be in Bidder's scope. Bareilly Smart City Limited will extend all support in obtaining such clearances, if required.

### **1.5 Objective of the Bid Document**

This Bid Document is structured to provide prospective Bidders with sufficient information on which to prepare a Proposal and is organized in the following manner:

#### **Volume I: Request for Proposal**

- Project Profile/Introduction
- Instruction to Bidders
- Preparation of Bid
- Submission of Bid
- Bid Opening and Evaluation
- Scope of Project
- Payment Schedule
- Miscellaneous

#### **Volume II: Draft Contract Agreement**

#### **Volume III: Conditions of Contract**

- General Conditions of the contract
- Special Conditions of the contract

## **2. Instruction to Bidder**

### **2.1 Scope of Bid**

2.1.1. The Authority invites bids for the execution of works (herein after referred to as "the works") detailed in this Bid Document.

2.1.2. The successful bidder will be expected to complete the works by the intended completion date specified the bid data sheet of this RFP document.

### **2.2 Eligible Bidder**

2.2.1 A Bidder must be a company registered under the companies act 1956 with a formal

intent to enter into an agreement. Bidder has to submit the Bid individually. JV/ Consortium is not allowed.

## **2.3 Pre-Qualification Criteria**

### **2.3.1 Technical Capacity**

For demonstrating technical capacity (“the technical capacity”), the bidder has to comply with both of the following conditions:

Bidder should have successfully completed Projects relating to Scientific Dumpsite Reclamation/ Bio-mining of Dumpsites or have processed MSW through Windrow composting & RDF method in consecutive two year of operation during preceding seven financial years prior to the due date of this Bid submission as per the following details:

- (a) One Project of Minimum 3,20,000 Metric Ton; Or,
- (b) Two Projects of Minimum 2,00,000 Metric Tons
- (c) Three Projects of Minimum 1,60,000 Metric Ton

Currently ongoing Projects will also be considered under eligibility in case more than 80% of the work is completed. Project completion percentage should be certified by the Client. In case of experience of processing of waste through windrow composting & RDF method, Client certificate of processing such waste in consecutive two years of project in last 7 years shall be produced.

Note:

- In case an eligible project for accessing “the technical capacity” has been jointly executed by the Bidder (as part of a consortium), then the entity claiming such eligibility should satisfy both of below conditions:
  - (a) Should have held minimum 40% share in the project for which the experience is being claimed the claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.
  - (b) The project shall be qualified as ‘eligible project’ for “the technical capacity only if the percentage shareholding in the project multiplied with the total project capacity is satisfying the criteria laid down in clause 2.3.1 above.
- The eligible projects claiming “the Technical Capacity” should have been executed for any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings across the world with direct contract with them.

### **2.3.2 Financial Capacity**

For demonstrating the financial capacity (“the Financial Capacity”), the bidder has to comply

with each of the following conditions:

- (i) Minimum average turnover of INR 12,00,00,000 (INR Twelve Crores) in the preceding three financial years (i.e FY 2016-17, FY 2017-18, FY 2018-19) from the due date of submission of this bid;
- (ii) Shall have availability of Liquid assets and/or availability of credit facilities of no less than INR 6,00,00,000 (INR Six Crore) at the time of submission of this bid. The bidder shall furnish Certificate for availability of Liquid asset duly certified from its statutory auditor/ certificates from banks for meeting the fund requirement to this effect.

### **2.3.3 Other Pre-Qualification Criteria**

- (i) The bidder should be technically capable enough to ensure all environmental hazard mitigation measures and demonstrate expertise in EHS – Environment, health and safety aspects and impacts that need to be addressed at dumpsite while adopting the works. The bidder shall furnish a write up in the format as provided in the Form 8 of this RFP document demonstrating their proposal to follow the measures for the Protection of Environment, Health and Safety while executing the Works.
- (ii) Should have the expertise in dealing with hazardous and infectious nature of waste

### **2.4 Essential Pre-Qualification Documents**

Bidder to enclose all of the following documents in support of his pre-qualification for bidding:

- (i) Incorporation certificate of the company/Proof of Company registration document/ MoA and AoA;
- (ii) Copy of Agreement with the concerned client;
- (iii) Certificate(s) (completion or Currently operating, as the case may be) from its concerned client(s) in support of “the technical capacity” clearly stating the capacity of project (or, quantity processed till date in case of currently running project) including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.
  - Performance certificate should be issued from the concerned client(s) (Certificate issued by the officer of rank not below then the Executive Engineer/Project Manager or equivalent) shall only be considered.
  - In case a particular work/contract has been jointly executed by the Bidder (as part of a

consortium/Joint Venture), it should further support its claim for the share in work done for that particular work/contract by producing a certificate from its client;

- (iv) Audited balance sheet of preceding three financial years from the due date of submission of this bid and Certificate(s) from its Statutory Auditors/ Chartered Accountant in support of “the Financial Capacity” along with a Certificate specifying the average Turnover of the Bidder (Individual bidder) in preceding three financial years from the due date of submission of this bid, and also specifying the methodology adopted for calculating such Turnover conforming to the provisions of this Clause.
- (v) Certificates from bank(s) for the arrangement of credit/fund for Project development as per the format provided in Form 5 of this RFP document.
- (vi) Copy of PAN Card;
- (vii) GSTIN number;
- (viii) Affidavit required by the bidder stating that the Bidding firm has not been Black listed by any Central/State Government Authority/ Department in last three (3) years.

## **2.5 One bid per Bidder**

A Bidder is eligible to submit only one Bid for the Project in entire bidding process. Applicant/Bidder shall not be entitled to submit another bid, as the case may be.

## **2.6 Cost of Bidding**

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.7 Site Visit and verification of Information**

- 2.7.1 Prior to submitting the Proposal, the Bidders are advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by them. The Bidders shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.
- 2.7.2 For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and

indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

2.7.3 It shall be deemed that by submitting a Bid, the Bidder has:

- (i) Made a complete and careful examination of the Bidding Documents;
- (ii) Received all relevant information;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by the Authority and shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Contract Agreement;
- (iv) Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

## **2.8 Pre-Bid Meeting**

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

2.8.2 Bidders requiring any clarification on the bidding documents or questions on any matter that may be raised at that stage, may send their queries in written, emailed to contact person as mentioned in the Bid Data Sheet, latest by one day before the pre-bid meeting date mentioned in the bid data sheet. The responses of the Authority will be uploaded only on the Website <http://etender.up.nic.in> shall not be communicated separately to the bidders.

2.8.3 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.

2.8.4 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9 Amendment in the Bidding Document**

2.9.1 At any time prior to the deadline for submission of proposals, the Authority may amend the RFP documents, including any contractual document, by issuing an Addendum/Corrigendum.

2.9.2 Any Addendum thus issued shall be part of the RFP documents and shall be published on the website <http://etender.up.nic.in>. The Authority may communicate in writing by mail or by fax to all short-listed Bidders to whom the RFP documents are issued. The Authority bears no obligation for any bidder not receiving the information of the addendum issued to this RFP for any reason whatsoever.

## **2.10 Conflict of Interest**

2.10.1 A Bidder shall not have the conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the AUTHORITY shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a ‘conflict of interest’ that affects the ‘Bidding Process’, if:

- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest;  
Or;
- (ii) A constituent of such Bidder is also a constituent of another Bidder;  
Or;
- (iii) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder;  
Or;
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;  
Or;
- (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder.

2.10.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security or Performance Security and termination of contract as the case may be, if a conflict of interest on part of Bidder is discovered by the Authority during the Bidding Process or subsequent to the (i) during the bidding process, or (ii) issue of letter of award (LoA) or (iii) execution of the Contract Agreement.

## **3 Preparation of Bids**

### **3.1 Procedure for Participation in e-Tendering**

#### **3.1.1 Registration of Bidders on e-Tendering System**

All the bidders have to register on the website <http://etender.up.nic.in> . After signing-in

through the user-id/contractor-id the bidder can download the bidding document and participate in further bidding process. For more details on the e-tendering procedure the bidders may refer the information provided on the website <http://etender.up.nic.in> or may contact Nodal officer, Bareilly Smart City limited.

#### 3.1.2 Digital Certificate

The bids submitted online should be signed electronically with Digital Certificate to establish the identity of the bidder submitting the bid online. For more details on the process of getting digital certificate and signing the bid document through digital certificate the bidders are advised to refer the information provided on the website <http://etender.up.nic.in> .

#### 3.1.3 Key Dates

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Authority

#### 3.1.4 Preparation and Submission of Bids

The bidders have to prepare their bid online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates provided in this RFP document dafter singing of the same by the Digital Signature of their authorized representatives.

#### **Note:**

- (i) Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- (ii) Bidder must positively complete online e-tendering procedure at <http://etender.up.nic.in> .
- (iii) The Authority shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- (iv) In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- (v) The Authority reserves the right for extension of due date of opening of technical bid.

### **3.2 Bid Validity Period**

The bids shall remain valid for a period of 180 days from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended by mutual consent in writing.

### **3.3 Bid Document Fees**

The Bid Document shall be available for download to concerned eligible bidders

immediately after online release of the bids and up to scheduled time and date as set in the key dates. The bid document can be downloaded free of cost; however, the bidders have to pay Bid document fees, of the amount of **INR 11,800.00 (Including GST)**, at the time of their online bid submission. The payment for the cost of bid document shall be made online as per the instruction provided above in Tender notice.

### **3.4 Earnest Money Deposit**

- 3.4.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of this RFP document. The EMD must be submitted online or Verifiable Bank Guarantee from Nationalized Banks of India only. The validity of the Bank Guarantee shall be of one year.
- 3.4.2 No interest shall be payable on the EMD. The Bidder shall bear the cost relating to providing its EMD.
- 3.4.3 Any Bid not accompanied by the EMD shall be rejected by the Authority as being a non-responsive Bid.
- 3.4.4 The EMD of unsuccessful Bidders will be returned within 30 days of the date of finalization of successful Bidder or signing of the contract agreement with the successful bidder whichever is later. If the Bid is cancelled for any reason whatsoever, the EMD shall be returned to all the bidders within 30 days from the date of such cancellation.
- 3.4.5 The EMD of the successful Bidder will be retained by the Authority and returned after 15 days of signing of contract agreement and furnishing the performance guarantee by the successful bidder. The successful bidder shall ensure that its EMD remains valid during such period.
- 3.4.6 The EMD will be forfeited if:
  - (i) Any bidder withdraws its bid during the validity period of the Bid;
  - (ii) The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case may be.
  - (iii) The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has given any material misrepresentation in its bid knowingly or unknowingly
  - (iv) Any other reason thereof mentioned in this bid document.
  - (v) The Bidders fails to comply with the Bid process

### **3.5 Technical Proposal**

- 3.5.1 The Technical Proposal shall comprise of the following documents
  - (i) Essential pre-Qualification Documents as specified in the clause 2.4
  - (ii) Technical Bid

- 3.5.1.ii.1 Form 1: Letter Comprising the Bid cum undertaking
- 3.5.1.ii.2 Form 2: Format for Description of Bidder
- 3.5.1.ii.3 Form 3: Power of Attorney for Signing of Bid
- 3.5.1.ii.4 Form 4: Form for Financial Pre-Qualification
- 3.5.1.ii.5 Form 5: Format for Banker's Certificate/ Format for Bank Guarantee for EMD
- 3.5.1.ii.6 Form 6: Format for summary of Technical Pre-Qualification
- 3.5.1.ii.7 Form 6(A): Details of Projects eligible for Technical Pre-Qualification
- 3.5.1.ii.8 Form 7(A): Format for Providing Details of Machinery to be Deployed for the Project
- 3.5.1.ii.9 Form 7 (B): Details of Key Personnel to be deployed for the Project
- 3.5.1.ii.10 Form 8: Format for Providing Environment, Health and Safety Management Plan

3.5.2 All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his EMD, if any document/ information is found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

### **3.6 Financial Proposal**

- 3.6.1 The price quoted by the bidder shall be entirely in Indian currency (INR).
- 3.6.2 The Amount in the Financial Proposal shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- 3.6.3 The bidder shall have to quote rates inclusive of GST, all duties, taxes and other levies.
- 3.6.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustments on any account

### **3.7 Documents Comprising the Bid**

The Bid submitted by the bidder shall comprise of the following parts:

- A. Bid Document Fees and EMD as per the details and instructions provided in clause 3.3 & 3.4 respectively
- B. Technical Proposal as per the details and instructions provided in clause 3.5
- C. Financial Proposal as per the details and instructions provided in clause 3.6

### **3.8 Language of Bid**

- 3.8.1 The bid and all related correspondence and documents shall be written in the English

language. Supporting documents and printed literature furnished by the Eligible Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

#### **4 Submission of Bids**

##### **4.1 Online submission of Bids**

The bidders have to submit their respective bids online, as per the instructions provided on the website <http://etender.up.nic.in> for online submission of bids. The bidders shall submit their Bids dully completed in all respect on or before the due date of bid submission after signing of the same by the Digital Signature of their authorized representatives. The Bid submitted online by the Bidder shall be in the following part:

Part 1: This shall be known as “Bid Document Fees & Earnest Money Deposit” and shall contain the documents as mentioned in clause 3.7 (A)

Part 2: This shall be Known as “the Technical Proposal” and shall contain the documents as specified in clause 3.7 (B)

Part 3: This shall be Known as “the Financial Proposal “and shall contain the Price Offer of the Bidder as mentioned in clause 3.7 (C).

##### **4.2 Withdrawal, Substitution and Modification of Bids**

Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of this Bid. The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined from the bidding process. In the event of withdrawal of a Bid by the Bidder, after the due date of its submission, the Authority reserves the right to forfeit the EMD of the bidder at its sole discretion.

#### **5 Bid Opening and Evaluation**

##### **5.1 Procedure for Bid opening and Evaluation**

- 5.1.1 The Authority designated officer/consultant/advisor will open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.
- 5.1.2 The Authority designated officer/consultant/advisor will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 5.1.3 Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.

- 5.1.4 The Technical proposal shall be evaluated next based on the criteria set out in this RFP documents. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.
- 5.1.5 The Technical Evaluation Committee will review the technical bids of the short- listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- 5.1.6 Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get Technical Score of more than or equal to 60% in Technical Evaluation will qualify for Commercial Evaluation stage. Weightages of Bidder's ability is as shown in the table.

Sl.NO.	Details of Technical Capability	Max Marks	Unit of Measure & Range	Marks Allotted per Contract	Marks obtained by Bidder (s)
1.	Experience in Bio mining or processing of waste in 2 consecutive years of project by windrow composting & RDF method in last seven years of Aggregate capacity	36	Metric Tonnes		
			2.0 -3.0 Lacs	12	
			3.0-4.0 Lacs	24	
			Above 4.0 Lacs	36	
2.	Average Annual Turnover from Sale of Products from bio mining in last 7 years. (CA certificate to be provided)	30	Rs. (Cr)		
			9.0- 13.5 Cr	10	
			13.5-18.0 Cr	20	
			Above 18 Cr.	30	
3.	Technical Proposal* ref Annexure I (A&B)	10	Bidder's Understanding of Project	10	
		7.0	Proposed Technology	7.0	
		7.0	Plant Design	7.	
4.	Presentation of Bidder on its entire Project Management Plan for Bakarganj Dumpsite	10	Presentation	10	
	<b>Total</b>	<b>100</b>		<b>100</b>	

- 5.1.7 Presentation by the Bidders on its entire project management and plan.
- 5.1.8 The bidder should submit the availability of machinery, equipment, vehicles etc. so as to

make clear that when and how Bidder is planning to deploy its physical resources

5.1.9 The bids qualified in the Technical Evaluation, stage - II will only be further evaluated for stage-III Financial evaluation.

5.1.10 All technically qualified bidders will be notified for opening of the Financial Bids.

## **5.2 Clarifications**

5.2.1 To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5.2.2 Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

5.2.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

## **5.3 Confidentiality**

5.3.1 The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

5.3.2 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence.

5.3.3 Any effort by a Bidder to influence Authority's evaluation of Bids or award decisions will result in the rejection of the Bidder's Bid.

## **5.4 Proposal Evaluation**

5.4.1 **Part A** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Part 'A' does not contain all requisite documents, such bid shall

be treated as non-responsive, and **Part "B" and "C"** of such bid shall not be opened.

- 5.4.2 In the next step of evaluation, the Part 'B' shall be opened online at the time and date notified. All qualified Bidders will be called for Presentation.
- 5.4.3 A detailed Technical Evaluation of the responsive bids shall be carried out and the bidder shall be considered technically qualified if:
- (i) The online bid has been submitted in the manner as specified in clause 4.1.
  - (ii) The technical proposal contains all the documents as specified in clause 3.7 (B).
  - (iii) It is fulfilling the pre- Qualification Criteria as specified in clause 2.3 and furnished all the necessary support documents in support of such qualification.
  - (iv) It has provided all the other information and documents as directed in this RFP document corresponding to the technical qualification of the bidder as specified in Clause 2.3.1
- 5.4.4 **Part 'C'** (Financial Proposal) of bidders who are not qualified in Technical Bid (**Part 'B'**) shall not be opened.
- 5.4.5 **Part 'C'** (Financial Proposal) of the technically qualified bidders shall be opened online at the date time & notified.
- 5.4.6 After opening **Part 'C'** the Financial proposal shall be checked for responsiveness. A Financial Proposal shall be responsive if it has been submitted in the manner as specified in clause 3.6. If the financial proposal of a bidder is non-responsive, it shall be declined from the bidding process.
- 5.4.7 All the responsive Financial Bids would then be ranked in ascending order of the quoted financial offer, with the Bidder quoting the lowest financial offer shall be ranked First as "L1" and will decide the financial bid. The Bidder quoting the second lowest Financial offer shall be ranked Second as "L2" and so on.:

## **5.5 Successful Bidder**

- 5.5.1 The Bidder ranked first (the "L1") in accordance with the above procedure would be declared as the successful Bidder.
- 5.5.2 In the event that two or more Bidder's Financial Bids are exactly the same, then the Authority reserves the right either to:
- (i) the L-1 bidder shall be decided based on the Technical Score. Bidder with the higher Technical score will be preferred.
  - Or,
  - (ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

- 5.5.3 The Authority will notify other Bidders that their Proposals have not been accepted and their EMD will be returned as promptly as possible as per provision set out in clause 3.4 of this RFP document

#### **5.6 Award of Contract**

- 5.6.1 The Authority shall notify the successful bidder (the “L1”) as determined in clause 5.5 above, by issuing a 'Letter of Intent' (LOI) that his bid has been accepted.
- 5.6.2 The successful Bidder shall acknowledge his acceptance of the LOI issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LOI issued. In the event the duplicate copy of the LOI duly signed by the Authorized signatory of the Selected Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOI.

#### **5.7 Performance Security**

- 5.7.1 Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security to the Authority in the form of bank guarantee (“the Performance Bank Guarantee” (PBG)) issued by a nationalized bank located in India, in the format given in Form12, for an amount equivalent to 8% of the Contract value. The validity of the Bank Guarantee should be for two years
- 5.7.2 Failure of the successful bidder to comply with the requirements of clause 5.7.1 above, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract, and the Authority may resort to awarding the contract to the next ranked bidder.

#### **5.8 Signing of Contract Agreement**

- 5.8.1 The successful bidder shall have to furnish the Performance security as directed in clause 5.7 above and sign the contract agreement within 21 days of issue of LOI.
- 5.8.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Authority to the contractor for commencement of work.
- 5.8.3 In the event of failure of the successful bidder to submit Performance Security and or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Authority for taking action against the bidder.

#### **5.9 Fraud and Corrupt Practices**

- 5.9.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case

may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.9.2 For the purposes of Clause 5.9.1, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **Corrupt Practice** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (ii) **Fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **Coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly any person or property to influence any person's participation or action in the Bidding Process;
- (iv) **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;

And;

- (v) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **6 Scope of Work**

The current project intends to undertake the works required for Dumpsite Land Reclamation through Bio-mining of old Dumped Municipal Solid Waste/Legacy Waste, resource recovery and Scientific disposal of residual solid waste at Bakarganj under the Bareilly Municipal Corporation, Bareilly. The contract shall be awarded to the successful bidder (“the contractor”) for a period of 18 months (2 Months for DPR & planning +16 Months for working) reckoned from the date of signing of contract agreement. The Authority shall appoint an Engineer (the “Engineer-in charge”) for overall supervision, monitoring and certification of the works executed by the contractor.

Contractor shall provide a vehicle during the contract period for inspection of site/ facility to the Client/ Consultant and Contractor should also setup an air-conditioned temporary site office with table, chair and almirah

Contractor should note that the services under the Project will come under The U.P. Essential Services Maintenance Act, 1966 and Contractor will be allowed to stop the work on only 3 National Holidays (26th January, 15th August and 2nd October)

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

- (i) The project information and Site details has been provided in Appendix 1 of this RFP document.
- (ii) The works shall be carried out by the contractor as per the specifications provided in Appendix-2 to Appendix-5 and scope of works provided in this section.
- (iii) The contractor shall carryout Total Station Survey of complete project site including area earmarked in which Bio-mining is to be done. Total Station Survey shall be certified by the Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the completion of each milestone of physical progress of land reclamation at the site. The survey report shall be submitted along with each running bill. The area earmarked by Authority for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly” shall be considered as 100% area for the scope of work. Bidder to reclaim the entire dumpsite waste through bio-mining to allow total land recovery.
- (iv) Bidder shall earmark a land parcel for dumping of fresh waste sufficient for the contract

period as there is no alternate land available with the local body.

- (v) 100% of the Land to be reclaimed and a SLF will be allowed within the same premises which should not exceed 40% of the total project site.
- (vi) The Contractor shall carry out baseline environmental survey of the site as per EMP and specification.
- (vii) The Contractor shall set a soil and ground water baseline so that the same will be available to evaluate post Bio- mining of the site.
- (viii) The Contractor shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on monthly basis.
- (ix) The Contractor shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area
- (x) The Contractor shall conduct its own due diligence for site investigation, analyzing the characteristics, composition and quantum of the waste at the Project site.
- (xi) Dumpsite reclamation will be done by dividing the site into suitable sectors/loops in consultation of the Engineer-in-charge based on the priority of land reclamation.
- (xii) Usually the top layer has fresh waste, dust and may have several materials in the active biological state. This layer is to be stabilized through application of Bio-Culture, herbal/biological sanitizers, inoculants or through any suitable scientific method as proposed by the contractor and accepted by the Engineer-in-charge. Odour shall be controlled and minimized through application of deodorant or scientific method.
- (xiii) The Contractor shall do atleast 5 test pits in each lift and phase to calculate In-situ density of waste dumped and that shall be made basis to calculate volume of waste excavated along with the contour survey.
- (xiv) Excavating the existing mixed compacted MSW in the land portion allocated/earmarked by the Authority and sieving them by Mechanical sieving machine or any other suitable technology proposed and accepted by the Engineer-in-charge.
- (xv) The contractor shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- (xvi) Provision, installation, operation and maintenance of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- (xvii) Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing

material.

- (xviii) Excavating the soil which lost its stability due to MSW dumping with necessary dewatering works in the portion of the land earmarked at the cost of the Contractor.
- (xix) MSW waste brought for segregation and processing from the earmarked land portion shall be quantified (in net weights of each trip obtained from weighbridge and in Cubic meter, based trip weight and in-situ density) excavation and record of the same shall be maintained by the Contractor and Authority jointly.
- (xx) Segregate the excavated MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and Un-useful material such as residual Solid Waste.
- (xxi) Packing, storing, stacking, selling, diverting for recycling, marketing and recycling of all Useful Material within thirty days of segregation at the cost of the Contractor, without accumulation in the storage facility at the project site beyond thirty days.
- (xxii) Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants.
- (xxiii) Stacking, transporting, spreading and compacting the segregated C&D, Soil and Inert as filler material in low level and depression area within the site and prepare well compacted and clear ground for proposed development at site or disposing such material in the low level area or quarry area designated by the Authority with statutory approval within 15 km distance from the project site at the cost of the Contractor with proper compliance to the statutory requirements.
- (xxiv) Development of SLF and Scientific disposal of residual Solid Waste as per SWM Rules 2016, SWM CPHEEO Manual 2016 and instructions of the Engineer-in-charge within thirty days of segregation at the cost of the Contractor, without accumulation in the storage facility at the site beyond thirty days. Closure and Capping of SLF after completion of Bio-mining.
- (xxv) The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the contractors account. However, before selling the recovered material the Contractor, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer-in-charge or applicable rules/guidelines, and submit the report of the same to the Engineer-in-charge. The contractor shall initiate the sale or disposal process of the material by-products only after the acceptance/approval of the engineer-in-charge.
- (xxvi) The responsibility of the Contractor includes providing adequate number of sorting machines for achieving its daily target.

- (xxvii) The Contractor shall hand over reclaimed land and scientific residual solid waste disposal site to the Authority in a good and acceptable condition as per SWM Rules 2016.
- (xxviii) Record of the residual solid waste disposal quantity (in Cubic meter, based on number of vehicles trips and capacity) shall be maintained by the Contractor and the Authority jointly.
- (xxix) Carrying out the entire project work in accordance with the DPR, Detailed Plan of Action and schedule proposed by Bidder and approved by the Authority at the cost of the Contractor.
- (xxx) Using only covered body vehicles for the transportation of materials at the cost of the Contractor.
- (xxxi) Apply method, process, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.
- (xxxii) Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) including air, water and soil including mitigation for of dust, odor and noise pollution at the cost of the Contractor.
- (xxxiii) Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Contractor.
- (xxxiv) Providing security arrangement for the project site, machineries, equipment etc. at its own cost
- (xxxv) The Contractor should take precaution of minimizing flies, rodents and bird menace and fire hazards.
- (xxxvi) The Contractor shall also provide fire protection measures and safety equipment.
- (xxxvii) The Contractor shall undertake a mass awareness/ sensitization programme, in surrounding residential/ village area, so as to ensuring the local people are aware and taken into confidence of the bio-reclamation activities.
- (xxxviii) Completing the work within the Contract Period as per the agreed Deployment schedule

## **7 Payment Schedule**

### **7.1 Payment Mechanism**

- 7.1.1 The Authority will be releasing payment for the work based on the quantity of waste removed and percentage of proposed land to be reclaimed as per the achievement of the milestone mentioned in the table below. Successful bidder shall clear waste from 100% of earmarked land whereas it shall handover 60% of the total earmarked land clear of

waste and shall construct SLF on balance 40 % of reclaimed land to accommodate post processing rejects. Total allocated time for the project completion is 18 Months with extension of maximum up to 3 months if any unforeseen circumstance arises and the Authority approves of the same.

<b>Milestone</b>	<b>Physical Progress (W<sub>P</sub>)</b>	<b>Broad Parameters of Physical Progress</b>	<b>% release of Contract Value</b>
First Milestone	100000.00 tonnes of waste to be cleared and 20% of the proposed land to be reclaimed.	<ul style="list-style-type: none"> <li>Windrow preparation, transportation to processing section &amp; processing of 100000.00 tonnes of waste, reclaiming 20% of proposed land and construction of SLF on reclaimed land for disposal of post processing rejects.</li> </ul>	25%
Second Milestone	200000.00 tonnes of waste to be cleared and 40% of the proposed land to be reclaimed	<ul style="list-style-type: none"> <li>Windrow preparation, transportation to processing section &amp; processing of 200000.00 tonnes of waste and reclaiming 40% of proposed land.</li> </ul>	20%
Third Milestone	300000.00 tonnes of waste to be cleared and 60% of the proposed land to be reclaimed	<ul style="list-style-type: none"> <li>Windrow preparation, transportation to processing section &amp; processing of 300000.00 tonnes of waste and reclaiming 60% of proposed land.</li> </ul>	20%
Fourth Milestone	400000.00 tonnes of waste to be cleared and 80% of the proposed land to be reclaimed	<ul style="list-style-type: none"> <li>Windrow preparation, transportation to processing section &amp; processing of 400000.00 tonnes of waste and reclaiming 80% of proposed land</li> </ul>	20%
Fifth Milestone	Balance waste if any to be cleared and 100% of the proposed land to be reclaimed while depositing post processing rejects in SLF	Windrow preparation, transportation to processing section & processing of balance waste and reclaiming 80% of proposed land.	15%

	and capping it.	Capping of SLF. Issue of Completion Certificate and Release of Retention Security Deposit	
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#### 7.1.2 Calculation of Payment of running Bill

Payment for the work on achievement of each milestone shall be calculated by the Authority based on the following formula:

Payment for Work (PW) = (V X WP) - liquidated Damages as per clause 7.3 (if any)- Penalty for Non- Compliance as per Clause 7.4 (if any)

Where,

V= Contract Value

WP= Percentage of physical progress interval as per clause 7.1.1.

Processing fee payment Interval= 25,20%,20%,20%, 15% respectively based on Physical progress as per clause 7.1.1

7.1.3 The Contractor shall, on completion of the particular Milestone of the work, before the 20<sup>th</sup> (twentieth) day of the Month or in case the 20<sup>th</sup> (twentieth) day of a Month is a holiday then on the following working day of such Month, submit to the Authority a statement (“the Running Bill”) providing the following details:

- (i) Amount of Processing Fee for the completed milestone calculated in accordance with Clause 7.1.1 & 7.1.2
- (ii) Items of Work Completed at site including photographic evidence of the same
- (iii) Certificate from the Engineer-in-charge certifying the work done and milestone achieved.
- (iv) Details of the employment of Man-hours, Machinery and equipment utilized to achieve the physical progress of that Milestone.

7.1.4 The Authority shall not pay interest on the bill amount, if delay occurs in the release of the payment, for any reason whatsoever.

#### 7.2 Payment Retention as Security Deposit

7.2.1 From each running bill amount, calculated as per the clause 7.1, submitted by the Contractor, the Authority shall release 95% of the bill amount, subject to the achievement of milestone and certification of the same by Engineer-in-charge, within 30 days from the receipt of the invoice and retain the balance 5% of the running bill amount (“the security Deposit”). No interest shall be payable on the retained security deposit.

- 7.2.2 Contactor can submit an irrevocable, unconditional, Bank Guarantee (“the Security Deposit Bank Guarantee” (the SBG)) as per the format provided in Form 11 of this RFP document in lieu of “the retention money”, of the equivalent amount (5% of each running bill amount), issued from a nationalized bank and drawn in favor of the Authority along with their invoice.
- 7.2.3 In case the contractor has submitted the Bank Guarantee as Security deposit as specified in clause 7.2.2 above, the Authority shall release the retained 5% of the invoice value subject to the conditions of release of payment laid down in this RFP document.
- 7.2.4 “The Security Deposit” or “the SBG” thus accumulated from each running bill during the contract period shall be released to the contractor after the completion of 60 days from the date of issue of the final completion certificate to the contractor, subject to the conditions laid down in the RFP document/contract document as and whichever applicable.

### **7.3 Liquidated Damage**

- 7.3.1 In case the work is not completed within the stipulated period of completion of whole or part of work (achievement of milestones specified by authority) along with all such extensions which are granted to the Contractor for either Authority's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% of the contract amount per day of delay limited to maximum of 10% of contract amount.
- 7.3.2 The Authority will deduct the liquidated damages from payments due to the Contractor.
- 7.3.3 If the liquidated damage attains to a maximum of 10% of the contract amount the authority may:
- (i) Terminate the contract agreement and forfeit the EMD and the Performance Security.
  - (ii) Retain the contractor on depositing the amount equivalent to the liquidity damage of 10% of the contract amount. However, the retention of the contractor on such ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.
- 7.3.4 The decision of the Authority in this regard shall be final and binding upon both the parties.

### **7.4 Penalty for Non-Compliance**

<b>Sr. No.</b>	<b>Penalty Description</b>	<b>Penalty Amount</b>
1.	Non-Compliance to , SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 2000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by Various authorities.

2.	Non provision of 1. Site Facilities as per specifications	Rs. 1000/- per item per day
3.	Non-compliance of Safety Standards, use of Personal Protective Equipment by the workers	Rs.1000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.

### 7.5 Penalty for Delay

If the contractor fails to complete the work within the stipulated time (12 Months) then he shall be liable to pay the penalty of 1% per Month up to a maximum of 10% of Contract value for each month of Delay. Should there be any unforeseen reason or reason from the client for the delay, then the contractor shall be given a maximum of three months extra to complete the job.

## 8 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bareilly shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The AUTHORITY, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) Suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (ii) Consult with any Bidder in order to receive clarification or further information including justification of financial bid submitted;
- (iii) Retain any information and/ or evidence submitted to the AUTHORITY by, on behalf of, and/or in relation to any Bidder; and/ or
- (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (v) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## **Forms for Technical Bid Submission**

**Form 1: Letter Comprising the Bid cum undertaking**

Date:

To,

Municipal Commissioner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Selection of Contractor to execute the work of Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly”**

With reference to your RFP document dated....., I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project “Selection of Contractor to execute the work of Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly” and state as under:

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the Project as explained in this RFP document.
4. I/We shall make available to the Authority for any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or other wise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
  - b. I/We do not have any conflict of interest in accordance with Clauses 2.10 of the RFP document.
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any

agreement entered into with the Authority or any other public sector enterprise or any government, Centre or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5.9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders.
9. I/We believe that we/ satisfy the pre-qualifying criteria and meet the requirements as specified in the RFP document and are qualified to submit this Bid.
10. I/We declare that we are not a Member of any Consortium submitting a Bid for the Project.
11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Projector which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/We here by irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.
17. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Contract Agreement, our own estimates of costs and careful assessment of the site and all the prevailing and expected conditions that may

affect the Bid.

18. I/We offer to the Authority a Bid Document Fees of INR 11,800 (INR Eleven Thousand eight hundred) and EMD of INR 40,00,000 (INR Forty Lakhs) submitted online through the website "<http://etender.up.nic.in>" or Bank Guarantee as specified in this RFP document.
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our Bid is not opened.
20. I/We hereby submit our Bid in the form as specified in the RFP document for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.
21. I/We agree to keep this offer valid for 180 (One Hundred Eighty) days from the Due Date of online Bid submission as specified in the RFP document or any other such duration as directed by the Authority.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
23. I/we have received all the clarifications issued by the Authority.
24. I/we will abide by the terms and condition set forth in the RFP document, condition of contract and draft Contract agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
25. Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the Authorized signatory)

Name and Seal of Bidder

## Form 2: Format for Description of Bidder

S.No.	Particulars	Details	
		Individual Bidder Company	
1.	Name of the Bidding company		
2.	Date of incorporation and /or Commencement of Business		
3.	Brief description of the Bidder's main line of business		
4.	Details of individual (s) who will serve as the point of contact/ communication for Authority with the Bidder:		
a.	Name		
b.	Designation		
c.	Company/Firm		
d.	Address:		
e.	Mobile Number		
f.	Email Address		
g.	Fax Number		
5.	Details of Authorized Signatory of Bidder		
a.	Name		
b.	Designation		
c.	Company/Firm		
d.	Address:		
e.	Mobile Number		
f.	Email Address		
g.	Fax Number		

### **Note:**

Column '1' to be filled by the Individual Bidder

### Form 3: Power of Attorney for Signing of Bid

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly" Project proposed or being developed by the Bareilly Municipal Corporation (the "AUTHORITY") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other meetings and providing information/responses to the AUTHORITY, representing us in all matters before the AUTHORITY, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the AUTHORITY in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the AUTHORITY AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

To be executed on a Stamp Paper of Rs.100/-, duly notarized.

#### Form 4: Form for Financial Pre-Qualification

##### A.Turnover

Financial Year	Annual Turnover (in INR)
Year1	
Year2	
Year3	
<b>Average Turnover</b>	

##### Note:

The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non- responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory audit or shall certify the same. In such case, the applicant shall provide the audited annual reports for three years preceding the year for which audited annual report is not being provided.

A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification.

(Signature of the Authorized signatory)

**Form 5: Format for Banker's Certificate/ Format For EMD**

To,  
Chief Executive Officer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

Ref: Request for Proposal issued by the \_\_\_\_\_ dated \_\_\_\_\_

Sub: RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly.

This is to certify that M/s. \_\_\_\_\_\* is a reputed company with a good financial standing. If the contract for this work Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly, is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs ..... to meet the working capital requirements for executing the above contract

Senior Bank Manager  
Name of Bank  
Address  
Contact No.

## Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, Bareilly Smart City Limited, having its office at \_\_\_\_\_, (hereinafter referred to as “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ [a Company registered under provision of the Companies Act, 1956/2013] and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **“Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly”** under Bareilly Municipal Corporation (hereinafter referred to as “the Project”) pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or not merely on the first demand from

Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding

4. Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
5. This Guarantee shall be irrevocable and remain in full force for a period of 365 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
6. We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
7. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
8. In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Authority, and the

Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
11. It shall not be necessary for Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

## Form 6: Format for summary of Technical Pre-Qualification

(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)

### A. Summary Table

Name of Applicant Claiming the Project Experience: _____							
S. No.	Brief Project Description	Project Award Date (Only those Project(s) awarded in preceding 5 FY from due date of bidding shall be considered)	Project Completion Date/ expected completion date	Project Cost in INR (Cr)	Project Capacity (M <sup>3</sup> / MT) (A)	Claiming Entity's Share in the Project (%) (B)	Effective Handled Capacity A x B (c) (M <sup>3</sup> / MT)

B. Average Project Capacity (As per column 'C') of eligible projects handled (as mentioned in summary table above is \_\_\_\_\_(MT)

1. The details of each of the works mentioned in the above table must be provided separately in Form 8 (A).
2. Provide attested copies of Work Orders and /or Completion Certificates for each project. Work orders/ testimonials will be verified if required.
3. Each certificate of experience will be duly signed/confirmed by a representative of the client.

**Form 6(A): Details of Projects eligible for Technical Pre-Qualification**

(Provide Details for Only those Projects listed in Form 6, use separate sheet for each project)

Name of Applicant Claiming the Project Experience: ____	
1.	Name of Project
2.	Location of Project
3.	Name of the Client
4.	Client's Address & Telephone Number, Fax Number and e mail ID of contact person
5.	Project Cost (in INR Cr)
6.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7.	Contract role (check one)  <input type="radio"/> Sole Contractor <input type="radio"/> Consortium/Joint Venture <input type="radio"/> Sub-Contractor
8.	a) Project Capacity:  b) Your Company's share in the Project (%):
9.	Date of Award
10.	Contract duration ____ years ____ Months
11.	Date of Completion
12.	Whether Completed in specified duration, If No, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No). If yes, give amount and explanation.

## **Form 7: Format for Submitting Dumpsite Reclamation and Gas/ Leachate Management Plan**

The Bidder will submit a Dumpsite Reclamation, Gas and Leachate Management Plan covering the following topic:

1. Dumpsite land reclamation: Present the proposed Site layout development, land reclamation sequence on layout drawing, general arrangement of machineries, screening, sorting, storing, packing areas.
2. Excavation, Screening & Resource Recovery: Indicate number, type and capacity of equipment's/machinery to be deployed for the purpose of excavation, segregating, sorting, retrieving recoverable materials, storing, baling, packing, selling, provide the basis for deciding the number and justify the time period estimated for the activity and operation and maintenance details.
3. Bio-mining of un-processed municipal solid waste: Specify the proposed method in detailed, quantity of resources required, provide the basis for deciding the quantity of resources, number and justify the time period estimated for the activity and operation and maintenance details.
4. Development of facility for Scientific disposal of residual Solid Waste: Detail the proposed method and quality control protocol for laying various landfill liner layers, quantities of materials, equipment/ machinery proposed to be deployed and justification of the proposed to facility and scientific rejects disposal/ backfill in facility operation and maintenance details.
5. Leachate collection, treatment system and surface water drainage works: Present leachate collection system and surface water drainage system including the alignment, treatment, disposal locations and invert levels.

All of the above should be suitably supported with the engineering drawings, manpower requirement, fuel/power requirement and explanation of estimated time schedule.

Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works in the format 7(A)

The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae in the Format Provided in Form 7 (B)

**Form 7 (A): Format for Providing Details of Machinery to be Deployed for the Project**

Name of the bidding company owning the Machinery/Equipment_____					
Item of Equipment Including Make	Number and Capacity	Ownership Status		Age and Condition	Remarks Regarding Condition/Source / Availability
		Owned/ Leased / to be Procured	Number & Capacity		

**Note:**

1. List only the key equipment for construction, standby power, material handling and vehicles for site, etc., which the Company proposes to use for the proposed works at the site.
2. The applicant should clearly demonstrate that he has access to all key equipment which will be required for the successful completion of the works.

**Form 7 (B): Details of Key Personnel to be deployed for the Project**

(Use separate Sheet for each key personnel)

Name of Bidder Company			
Proposed Position			
Key Personnel Information	1. Name 2. Date of Birth 3. Contact Number 4. Professional Qualification 5. Current Designation 6. Years with Present Employer		
Experience Summary Relevant to this Project			
Professional Experience over the last 10 Years (in chronological order)	From	To	Company/Project/Position/Relevant Technical and Management experience

## **Form 8: Format for Providing Environment, Health and Safety Management Plan**

The Bidder shall furnish a brief write-up of the following points:

1. Plan for Mitigation of Pollution during Project Execution work
2. Measures to manage hazardous waste if any during the project execution
3. Plan for Health and safety in and around the workplace to be followed during project execution
4. Emergency preparedness plan
5. Measures for Fire safety.
6. Measures for Health and safety of workers.

**Form 9: Format for Letter of Intent (LoI)**

LETTER OF INTENT (LOI)  
(On the Letter Head of the Authority)

Date:

M/s. \_\_\_\_\_ (Name and address of the contractor)

Subject: \_\_\_\_\_  
(Name of the work as appearing in the bid for the work)

Dear Sir (s)/ Madam(s),

Your bid for the work mentioned above has been accepted on behalf of the Bareilly Smart City Limited, at your bided offer as per scope of work given therein. You are requested to submit within 10 (Ten) days from the date of issue of this letter:

- (i) The performance security/performance guarantee of Rs. \_\_\_\_\_ (in figures) Rupees \_\_\_\_ (in words \_\_\_\_\_ only). The performance security shall be in the form of bank guarantee of any nationalized / schedule commercial bank.
- (ii) Sign the Contract Agreement.

Please note that the time allowed for carrying out the work as entered in the bid is 18 months including rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Authority/Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

## Form 10: Format for Performance Bank Guarantee

To:

\_\_\_\_\_ [the Authority] \_\_\_\_\_

[address of the Authority] WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified there in. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until ..... (date of Validity as per the Bid Document)

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Form 11: Format for Retention Security Deposit Bank Guarantee (SBG)**

To: \_\_\_\_\_ [the Authority] \_\_\_\_\_  
[address of the Authority]

WHEREAS

\_\_\_\_\_ [name and address of  
Contractor] (herein after called "the  
Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to  
execute \_\_\_\_\_ [name of Contract and brief description of Works]  
(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract Clause No. 7.2 that the  
Contractor shall furnish you with a Security Bank Guarantee (SBG) by a recognized bank for  
the sum specified therein as security for compliance with his obligations in accordance with  
the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf  
of the Contractor, up to a total of \_\_\_\_\_ [amount of  
guarantee]

\_\_\_\_\_ [in words], such sum being payable in the types and  
proportions of currencies in which the Contract Price is payable, and we undertake to pay you,  
upon your first written demand and without cavil or argument, any sum or sums within  
the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to  
prove or to show grounds or reasons for your demand for the sum specified there in. We  
hereby waive the necessity of your demanding the said debt from the Contractor before  
presenting us with the demand. We further agree that no change or addition to or other  
modification of the terms of the Contract or of the Works to be performed there under or of  
any of the Contract documents which may be made between you and the Contractor shall in  
any way release us from any liability under this guarantee, and we hereby waive notice of any  
such change, addition or modification. This guarantee shall be valid until \_\_\_\_\_ days (Validity  
Period as per sub-Clause 7.2.4)

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Format of Financial Bid

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

I/We do hereby BID to the execution of the above work within the time specified at the rate \_\_\_\_\_ (In figures) \_\_\_\_\_ (In words) in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract so far as applicable, or in default thereof to forfeit and pay to the Chief Executive Officer, Bareilly or his successors in office the sums of money mentioned in the said conditions.

**Signature of Bidder**

**Name of Bidder**

Name of Work: Selection of Contractor for Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal at Bakarganj Dumpsite, Bareilly” Under Bareilly Municipal Corporation

Contract No: ---/.....

Name of the Bidder/ Bidding Firm  
/ Company :

**PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

NUMB ER #	TEXT #	NUMB ER #	TEXT #	NUMB ER	NUMB ER #	NUMB ER #	TEXT #
Sl.  No.	Item Description	Quanti ty	Units	Unit rate in figures  (to be entere d by Bidder)  Rs. P	TOTAL AMOU NT Witho ut Taxes in  Rs. P	TOTAL AMOU NT With Taxes	TOTAL AMOUN T  In Words
1	2	3	4	5	6	7	8
1	Supply, installation, operation and maintenance of machinery or equipment for Land Reclamation at Bakarganj Dumpsite through Bio-remediation/Bio-mining/ Any Other Technology as per Scope of Work	1	Lumsum				INR Only

	indicated in the RFP Document						
Quoted Rate in Words							

## Appendix

## Appendix-1: Project Information and Site Details

### 1. Project Bareilly

Bareilly is a city in the northern Indian state of Uttar Pradesh, located near Ramganga and is classified as class 1 city. It is the seventh-largest metropolis of Uttar Pradesh and the 50th-largest city of India. It is the centre for the manufacturing of furniture and for trade in cotton, cereal and sugar. The low-lying Ganges plains provide fertile alluvial soil suitable for agriculture. Gomti river flows in the east, Yamuna in the west, Chambal in the south and Himalaya ranges in the north is its directional boundaries.

Bareilly is located at 28°10'N, 78°23'E, and lies in northern India. It borders Pilibhit and Shahjahanpur on east and Rampur on west, Udham Singh Nagar (Uttarakhand) in north and Badaun in south. Bareilly lies entirely in the Ganges plains. The low-lying Ganges plains provide fertile alluvial soil suitable for agriculture. However, these some lower part of plains is prone to recurrent floods. Bareilly lies on the bank of river Ramganga and there are seven rivers passing through this district. The lower Himalayan range is just 40 km from it and it lies in north of it. The city is 252 kilometres (157 mi) north of the state capital, Lucknow, and 250 kilometres (155 mi) east of the national capital, New Delhi. Bareilly is the fourth city in Uttar Pradesh with compressed natural gas (CNG) filling stations (after Lucknow, Kanpur and Agra). It is the seventh-largest metropolis in Uttar Pradesh and the 50th- largest in India. Nagar Nigam Bareilly was established in 1981 and before this it was Naga Palika Parishad bareilly. Nagar Nigam Bareilly has been divided in 80 wards and divided in 4 Zones. There are 80 elected Ward Members & 10 nominated Members in Council of Municipal Corporation.

The Urban Local Body (ULB) governing the city is Municipal Corporation Bareilly (MCB). The population of the city, as per census 2011, is 898,167 & approximate population of city is approx. 9.60 lakhs in year 2017 spread over an area of 106.42 sq. km<sup>1</sup>. It is divided into 80 administrative wards<sup>2</sup>. Population density of is 9223.36 persons per sq.km<sup>3</sup>. Slum population is around 2.78 lakh which is 30.95% of total city population. There are 141,590 households (HHs) within the municipal boundary. Municipal boundary has been chosen for the current study.

Bareilly City is divided into four zones and the MSW collected from all zones are being disposed at Bakarganj dumping site by BMC.

ULB Population	8.98 Lakhs
Present Population (2019)	10.2 Lakhs
Area	106 Sq.m

<sup>1</sup> Directorate of Census Operations, Uttar Pradesh, 2011

<sup>2</sup> ULB Data, MCB, 2018

Households	Nearly 1,30,709
Commercial Infrastructure	23140
Total Road Length	1490 Kms
No of Zones	04

## 2. Topography, Climate and Rainfall

Bareilly has a humid subtropical climate (Köppen climate classification: Cfa) with hot summers and cool winters. The average temperature for the year is 25°C. June, with an average temperature of 32.8°C is the warmest month, while the coolest month of the year is January, with an average temperature of 15°C. Bareilly receives 1038.9 mm precipitation for the year on average. The month with the most precipitation on average is July with 307.3 mm of precipitation, while November is the month with the least precipitation on average, with an average of 5.1 mm. There are an average of 37.7 days of precipitation, with the most precipitation occurring in August with 10.3 days and the least precipitation occurring in November with 0.5 days. The summer is noticeably wetter than the winter, although rain falls throughout the year.

Bareilly is on the Ganges plain, with fertile alluvial soil; however, the lower plain is flood-prone. The city is on the Ramganga, with seven other rivers passing through the district. The lower Himalayas are 40 kilometres (25 mi) north of the river.

## 3. Waste Profile in Bareilly City

Door to Door Primary Collection of waste started by ULB in 59 Wards- Vehicles & Equipments Purchased- Primary Collection is being done in 2 shifts to improve the collection efficiency with available vehicles. Door to door primary collection of waste is in practice, Collection is done by Waste collectors and out sourced firms. To get maximum primary collection efficiency, door to door collection is being done in 2 shifts from morning 0600 hrs to 1400 hrs and 1600 hrs to 1800 hrs. Drivers and assistants required on these vehicles are outsourced. About 450 MT of garbage is being generated in the city.

### 3.1 Quantification of MSW in Bareilly

As information given by the BMC officials the quantity of waste generated is 450 MT/day, which is low value as compared to the CPHEEO norms. This may be because of high percentage of silt generated during the desilting of the open drains as BMC does not have underground sewerage system. Also due to lag in the collection of Solid Waste in the whole BMC city the MSW quantity generated is less when compared to the actual quantity.

### 3.2 Characteristics and Composition of waste

The Bidder shall conduct its own due diligence for investigation, analyzing the characteristics and composition of the waste at the Project site.

### 3.3 Present Status of the Bareilly Disposal Site

Presently, mixed waste from all over the town, (except the segregated waste collected from the residential areas) is transported and dumped in the non-operational waste processing center on the windrow platform as well as the pits constructed in the processing plant.

The solid waste is transported to designated disposal sites identified by BMC. None of the landfill sites is lined and waste is directly dumped (without segregation) into the Bakarganj dump site. BMC employs JCBs to spread waste at the disposal sites. Details of disposal sites are given in Table.



**Figure 3.3-1 Bakarganj Dumpsite**



**Figure 3.3-2 Dumpsite Satellite Imagery (from Google Earth)**

**Table 3.3-1 Dumpsite Details**

<b>Sr. No.</b>	<b>Description</b>	<b>Details</b>
1.	Dumpsite Name	Bakarganj Dumpsite
2.	Total Area (Acres)	8.58 acre
3.	Dumpsite Site Location Coordinates	28°36'04.8"N 79°39'25.4"E
4.	Approximate Total Old Waste (Legacy Waste) at site to be processed for Dumpsite reclamation	4,00,000 Metric Tonne
5.	Distance from City Center	06 Km

## **Appendix-2: Specification for Bio-mining**

### **1. Specification for the carrying out Bio-Mining (As per CPCB Manual)**

#### **1.1 Excavation of Dumping site**

In addition to the specification, guidelines and requirements of SWM Rules 2016, SMW CPHEEO Manual 2016, BIS standards, relevant acts and regulations, the following specification shall apply. In case of any discrepancy between the two, decision of the Engineer-in-charge shall be final.

##### **1.1.1 Site Clearance**

The area to be excavated shall be cleared off all trees and bushes and and other objectionable materials shall be disposed-off as directives of engineer-in-charge. The cost of clearing shall be deemed to have been included in the quoted price.

##### **1.1.2 Providing Ventilating System and Leachate system**

Before starting excavation of dumping site it shall be properly examined. As the old waste dump contains various gases and odour causing substance and leachate and they both are harmful to human life causing serious disease it shall tackled by scientifically manner. Proper ventilation system for such situations shall be provided by contactor.

Leachate (if any) shall be collected in RCC/HDPE tank. The leachate shall be tested in laboratory and used as Bio-culture for Bio-mining process if found useful with some additives if applicable as per test findings. The tank shall be well covered so that it could not overflow during rainy season.

Spraying of inoculants shall be properly done over the dump waste to make the waste pathogen free.

##### **1.1.3 The Dump Site Excavation and Windrow formation**

After taking above necessary steps, the excavation of dump site can be started using machinery. A frontend loader or similar machinery shall be used to excavate the dump site. Excavated material shall be kept in the manageable stock piles and converted into windrow as per following specification and procedure

- **Dimension:-** Windrows to be made to max. length and forming slope of 1:2 and maximum height ranging upto 2-2.5m as mentioned in CPCB Guidelines for legacy waste.
- **Slope Formation:-**The Ratio of top width to bottom width of windrow should be kept 1:2
- **Innoculum:-**Spraying of inoculum should be done on regular interval before each turning to enhance the bio-degradation of organic fractions present in the windrows, the schedule for the spraying of inoculum. This process is called Bioremediation.
- **Turning Schedule:-**Windrows Should be turned every 5-6 days after date of their formation for next 35 days with following CPCB guidelines of legacy waste

- Monitoring of Windrow: - The monitoring of temp, pH and moisture will be regularly check to access the maturity of formed windrow.
- Stabilization:- After completion of entire activities, the stabilization of waste should be accessed prior to their dispatch for screening at designated location.
- Tests:- Physical and chemical test to be done for volumetric and chemical changes to be observed

#### 1.2 Transportation of waste at Screening area

The excavated waste shall be transported to the Screening area through tractor/Tippers and shall be poured in the hopper. Moreover, the entire data of vehicle movement like trips and weight of material transported shall be maintained in log book and kept for record.

#### 1.3 Screening of the waste

The excavated waste shall be poured in the hopper and it shall be passed through the several sizes of Trommel screens which are driven by electrical motor. Waste screening begins with the segregation of the excavated material into discrete streams. The Contractor may utilize any other technology/method for screening of the waste subject to the in written pre-approval of Engineer- in-charge.

An electromagnet shall be used to segregate the ferrous materials from the main streams of the waste.

Non-ferrous fraction shall be processed through an air classifier that separates light material from heavy organic.

#### 1.4 Recovery of materials

During this mechanical screening various material e.g. plastic, rubber, wood, paper, leather and metals shall be properly sorted, packed, and sold out at the cost and liability of the contractor.

After Screening and resource recovery, the RDF, other recyclable material and inert soil remain/residual solid waste shall be transported, stored and sold/disposed as per directives of engineer in charge. Entire data of vehicle movement of recovered material like trips and weight of material transported shall be maintained in log book.

#### 1.5 Treatment of Bio-degradable material

The Screened Bio-degradable, organic material which can be treated and transformed into Compost, soil conditioner, shall be treated and processed by the Contractor by utilizing any scientific technology/method subject to the in written pre-approval of Engineer-in-charge.

#### 1.6 Development of SLF for Residual Waste and closure & Capping of SLF.

A Sanitary Landfill shall be developed to accommodate post processing rejects generated after Bio-mining and screening of legacy waste. Quantity of post processing rejects shall not exceed 20% of total legacy waste.

## Appendix - 3: Project Development Specifications

### 1. Specifications are Minimum Standards

- 1.1. The facilities to be provided as part of the Project Facility to be developed by the Contractor are set out herein.
- 1.2. The specifications set out in herein and provided in SWM Rules 2016 are the minimum conditions/ requirements, accordingly the Old/ Legacy Waste shall be processed and residual solid waste shall be disposed in a scientific manner, and the Contractor shall have the option to enhance the facilities and offerings in the Project Facilities in line with Applicable Laws.

### 2. Obligations/Activities during Project development phase

#### 2.1 Authority's Obligation

- 2.1.1 The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when:
  - a. the Authority shall have handed over the Project Site & Project Facility to the Contractor for the development of the Project; **The Project Site shall be provided on an "as-is-where-is basis" condition for use during the Contract Period for the purpose of the Project free of any charges.**
  - b. copies of the council resolution authorizing the Authority to execute the Agreement.

#### 2.2 Contractor / Selected bidder's obligation

- 2.2.1 The Conditions Precedent required to be satisfied by the Contractor prior to the Appointed Date shall be deemed to have been fulfilled when the Contractor shall have:
  - a. Carry out detailed topographical survey and Engineering survey of site, prepare Detailed Project Report and SOP within 2 months of the signing of Agreement.
  - b. obtained approval from the Authority/PMC on the following:

Detailed project report, SOP, Material recovery and management plan covering the Machine and Manpower deployment plans, Environment Management Plan and Project Milestones.;
  - c. obtained the Site authorization and CTE/CTO if required for the Project from competent authorities;
  - d. Obtain all other requisite approvals required for the Project from various Statutory Authorities;
  - e. procured all the Applicable Permits;
  - f. Prepare Operation Plan and procure approval of Authority thereon, and upon approval of Authority thereon, commence the MSW works in the municipal

area of BNN.

## 2.3 Damages for delay by the Contractor during Project development phase

- a) In the event that (i) the Contractor does not fulfill of any or all of the Conditions Precedent set forth in Clause 2.2.1 of Annexure-3 within a period specified in respect thereof, and the delay has occurred as a result of failure of contractor to fulfill the obligations under Clause 2.2.1 contractor shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.

## 3. Processing Facilities Configuration

### 3.1 Engineering Survey and analysis

Before commencement of work the site specific information should be collected like:-

- Project boundaries and topography
- Quantification and characterization of waste (Spatial as well as at different strata)
- Area Utilization Plan

#### 3.1.1 Topographical Survey

The entire area has to be surveyed using TOTAL STATION SURVEY, before initiating the project and shall be approved from PMC and MCB. Topographical survey shall also be carried out to access the quantity of waste excavated and treated through bioremediation and milestone achieved as per agreement. Volume of waste treated and entered in Daily Logbook shall be substantiated through estimation done using contour survey.

#### 3.1.2 Physical and Chemical Characterization of legacy waste

The physio-chemical analysis of the waste needs to be carried out at atleast 5 locations. Sample shall be collected at interval of every 2.0 meter depth to create vertical and horizontal waste characteristic log of entire area. Collected sample shall be sent to approved Lab for chemical characterization of waste.

#### 3.1.3 Phase wise area demarcation

The entire area of dumpsite shall be divided into suitable horizontal and vertical phases. Windrow formation and excavation of waste shall be planed in cyclic phases and ensuring stability of slopes.

- Availability of space:- The area provided space for proper formation of windrows possessing adequate length.

- Direction of wind flow:-The Demarcated Area provides adequate wind-directional flow which would be an important component in decomposition of waste in windrows.
- Accessibility of Vehicles: - The Area is located at the part of site adjacent to main road connecting and will provide an extra edge to transportation of waste to concerned.

### 3.2 Development of Project Site

- i. Access to Site provided by Authority shall have to be maintained by the Contractor to have easy movement of vehicles and etc. from outside.
- ii. Fencing/barricading along the perimeter of the Project site and the land portion earmarked by the Authority for disposal of the residues and rejects shall be provided, if required.
- iii. Adequate lighting system for the working area as well as to the access ways shall be provided by the Contractor street lighting with permanent entrance into the Project Facility from outside the Site shall be restricted to one, however, emergency exits maybe provided.
- iv. Adequate measures to avoid trespassing shall be taken.
- v. Adequate power back-up shall be ensured for smooth operation of processing plant, lighting of work area and water requirements.

### 3.3 Capacity

The Project and other projects facilities shall be designed in such capacity that the entire waste to be processed in the earmarked portion of land is excavated, taken out and processed within the Contract Period.

## 4. Project Facilities

The Contractor shall provide the facilities in the manner as set out under this clause. The Contractor, subject to review and approval of the same by Authority, may adopt alternate method for the development and O&M of these facilities.

### 4.1 Solid Waste Inspection Area

The Contractor shall, for the inspection of project site, project operation and maintenance and facility make adequate arrangements. The Contractor shall understand the priority of reclamation of the proposed layout, discuss the same with the Engineer In-charge in order to develop the same accordingly and avoid any double handling of materials, ensure cutting/filling of the ground as per formation level required in the proposed site layout.

#### **4.2 Weigh Bridge**

The Contractor shall provide one weigh bridge of rated capacity of 50 metric tonnes capacity to weigh waste excavated, Material segregated and Material sold/disposed off.

#### **4.3 Storm Water Drainage System**

The Contractor shall have provision for draining of water from subsoil, rain water etc.

#### **4.4 Leachate Management**

The Contractor shall have provision for leachate collection, storage, evaporation, reuse, recirculation, treatment at site or disposal for treatment outside of site as per instructions of the Engineer, in-charge

#### **4.5 Water Supply System**

The Contractor shall provide a water supply system adequate to meet the requirements for the operation and maintenance of the project and project facilities.

#### **4.6 Material Handling machines and vehicles**

Contractor shall provide adequate number of material handling machines and vehicles for excavation, windrow formation and transportation of stabilised waste from windrow to segregation machines. The details about each vehicle are as mentioned below:-

S.No.	Vehicle Details	Activities	Remarks
1.	Poclain	Leveling of waste, Windrow Formation and their turning	Maintain Logbook and PUC Certificate
2.	JCB	Feeding for trammel and loading of rejects	Maintain Logbook and PUC Certificate
3.	Dumper	Transportation of stabilised and reject waste	Maintain Logbook and PUC Certificate
4.	Hook Loader	During erection of heavy machinery tools and trommels	Maintain Logbook and PUC Certificate
5.	Tractor Trolley	For transportation of rejects from trammel to temporary storage shed	Maintain Logbook and PUC Certificate
6.	Emergency Vehicle	For emergency purpose	Maintain Logbook and PUC Certificate
7.	Official Staff Vehicle	For official purpose	Maintain Logbook and PUC Certificate

#### **4.7 Screening & segregation Machines**

Contractor shall deploy trammels, Density separators, Shredder, Magnetic Separator, Baling units and other such machines to segregate excavated waste in different fractions and install at different location as per operation plan.

All the machine shall have proper Electric fittings and control panel for shock proof operation.

#### **4.8 Development of Sanitary Landfill Site**

A Sanitary Landfill shall be developed to accommodate post processing rejects generated after Bio-mining and screening of legacy waste. Quantity of post processing rejects shall not exceed 20% of total legacy waste. Minimum standards for setting up SLF shall be as under;

##### **4.8.1 Composite Liner System**

The Contractor shall provide a composite liner system at bottom of the landfill, which shall consist of but not limited to the following:

- (a) Drainage layer of 30 cm thick granular soil material of permeability value of  $1 \times 10^{-2}$  cm/sec.
- (b) A 1.5mm thick Grade I smooth HDPE liner as per IS: 10889-1984 Specification for High Density Polyethylene Films
- (c) A 900 mm thick compacted soil amended with additives as per IS: 6186-1986 Specification for Bentonite to reach the required permeability coefficient, (to leachate) and measured in field,  $1 \times 10^{-7}$  cm/sec.

##### **4.8.2 Final Cover System**

The Contractor shall, in accordance with the O&M Requirements, provide the Final Cover which shall consist of:

- (a) Gas venting layer of 200mm thick granular material with permeability  $1 \times 10^{-2}$  cm/sec
- (b) Barrier Soil Layer of 600mm thick compacted soil amended with additives as per IS: 6186-1986 to achieve a permeability value not greater than  $1 \times 10^{-7}$  cm/sec
- (c) Drainage Layer of 150mm thick granular soil material of permeability value not greater than  $1 \times 10^{-2}$  cm/sec
- (d) Vegetative Layer of 450mm thick with good clay soil as per MSW Rules and as approved by the Independent Consultant.

##### **4.8.3 Leachate Collection and Removal System ("LCRS")**

The Contractor shall provide the LCRS, which shall consist of :

- (a) a leachate drainage layer consisting of 300 mm thick granular soil material of permeability value of  $1 \times 10^{-2}$  cm/sec with a slope of 2%.
- (b) 110mm dia HDPE feeder pipes ("Feeder Pipes") with a maximum lateral spacing of 30 m or as designed in DPR.
- (c) 160mm dia HDPE header pipes ("Header Pipes") with a maximum lateral spacing of 50 m.
- (d) leachate Holding pond/s which shall meet the O&M Requirements.
- (e) leachate Evaporation pond which shall meet the O&M Requirements.

The leachate from the Landfill Facility should be carried to the Leachate Holding Pond without any stagnation.

Overall design of the leachate system should be such as to ensure that there is no percolation of the leachate into the ground and it does not come into contact with any water body.

#### 4.8.4 Gas Recovery and Greenhouse Gas Mitigation System ("GRGS")

The Contractor shall, in accordance with the O&M Requirements, provide the GRGS, which shall consist of a gas venting layer 200mm thick granular soil material of permeability value of  $1 \times 10^{-2}$  cm/sec, and adheres to Applicable Law.

GRGS shall be as approved by the Project Monitoring Consultant.

#### 4.8.5 Storm Water Drainage System

- (a) The Contractor shall design and implement a storm water drainage system within the Landfill Facility in such a manner as to ensure that
  - (i) it is independent from the Leachate System;
  - (ii) the run-off rain water from the hinterland does not enter the Municipal Solid Waste storage and processing area;
  - (iii) there is no stagnation of rain water in the Site.

#### 4.8.6 Quality Control

The Contractor shall ensure provision of equipment adequate to carry out the following tests:

- (a) Air quality (SPM, RPM, CO, Methane, SOX, NOX)
- (b) Ground water quality
- (c) Leachate quality

## **5. Other Facilities at the Project Site**

The anticipated ancillary facilities required for this project is as estimated below

### **5.1 Admin building**

The CONTRACTOR shall provide temporary structure such as portacabin for providing sitting space for officials

### **5.2 Lab**

The CONTRACTOR shall, for the purpose of Analysis of Stabilized waste, Rejects including soil enricher, Compost shall provide a well-equipped lab facility and shall ensure testing at regular interval as per operation plan.

### **5.3 Platform and shed for storing the sieved materials**

The CONTRACTOR shall, for the purpose of storing the materials such as Recyclables, RDF, sand etc. sieved from the excavated waste shall provide a suitable platform or paved surface and shed to avoid wetting of the same during rain and also for easy handling.

### **5.4 Reject Material Storage Shed**

The CONTRACTOR shall, for the purpose of storing the reject materials sieved from the excavated waste shall provide a suitable paved surface.

### **5.5 Workshop**

The CONTRACTOR shall provide workshop facility for the purpose of Maintenance of vehicle and other mechanical tools.

### **5.6 Site identification and information board**

A site identification board of durable material and finish should be displayed near the site entrance providing the following information:-

- a. Name of project Site
- b. Communication Details of Contractor
- c. Client Details
- d. PMC Detail
- e. Contact and Emergency Phone No.

## **6. Codes and Standards**

**The following standards in order of preference shall be adopted, unless otherwise specified by the Authority:**

- i. Environmental Protection) Act 1986, and the rules made there under and all notifications of Government of Uttar Pradesh and Government of India in exercise of powers conferred under the Act.

- ii. SWM Rules 2016 and amended from time to time.
- iii. Any other standards specified by statute and Applicable Laws
- iv. Bureau of Indian Standards (BIS)
- v. Suitable specification/standard devised by Authority, if any
- vi. Any other standard proposed by the Contractor and approved by Authority
- vii. GRI specification, if applicable

**All items of building works shall conform to Central Public Works Department (CPWD) specifications building works and standards given in the National Building Code (NBC)**

#### **Appendix 4: Operations Specifications**

##### **1. General**

- 1.1. The Operations Specifications for facilities to be provided as part of the Project Facility to be developed by the Contractor are set out herein. In doing so, the Contractor shall ensure that the Project Facilities are maintained to the Standards and Specifications asset out in the Development Specifications and also meet the other requirements, if any, set out in the Agreement.
- 1.2. The specifications set out in here in and provided in SWM Rules 2016 are the minimum conditions which the operations and maintenance of Project Facilities shall conform to and the Contractor shall have the option to enhance the facilities and offerings in the Project Facilities in line with Applicable Laws.
- 1.3. In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Contractor shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will ensure the safety of personnel deployed on and users of the Project Facilities or part thereof; keep the Project Facilities from undue deterioration and wear; permit unimpaired performance of statutory duties and functions of any party in relation to the Project.
- 1.4. During the Operations Period and till the date of taken back of the possession of the earmarked reclaimed land and the scientific disposal area, the Contractor shall, in respect of the Project Facilities, ensure that:

Applicable and adequate safety measures are taken; the Project Facilities are kept free from undue deterioration and undue wear; adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facilities, due to any of its actions, is minimized; any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized; disturbance or damage or destruction to property of third party by operations of the Project Facilities is controlled/minimized; data relating to the operation and maintenance of the Project Facilities is to be collected and maintained.

- a) All materials used in the maintenance, repair and replacement of any of the Project Facilities shall meet the Development Specifications;
- b) The personnel assigned by the Contractor have the requisite qualifications and experience and are given the training necessary to enable the Contractor meet the Operations Specifications.

## **2. Weighment/Volume, Acceptance and Rejection of SWM**

### **2.1. Weighment of trips**

The Contractor shall provide for a weigh-bridge in accordance with the Construction Requirements for weighment of the Municipal Solid Waste.

### **2.2. Quantification (in cubic meter) of SWM**

#### **2.2.1 In-situ density calculation:**

Contractor shall make test pits of 1mX1mX1m to calculate in-situ density of waste deposited at site at at-least 5 number in each vertical lift of 2.0 meter depth.

#### **2.2.2 In-situ Volume of waste excavated**

Contractor shall calculate Volume of waste excavated by dividing net weight of waste transported by In-situ density of particular lift and phase.

#### **2.2.3 The quantification (in tonnes) of excavated, segregated/separated waste materials and Scientific disposal material by the Contractor shall be measured in the presence of Authority supervisor. The weight of the vehicle employed shall be measured and number of trips of these vehicles with date and time shall also be recorded.**

#### **2.2.4 The Contractor shall record at least the following data:**

- i. Date of operation
  - ii. Registration number of the truck supplying SWM / Lorry number
  - iii. Total volume of the truck trolley
  - iv. Total laden weight
  - v. Total un-laden weight
  - vi. Net weight of waste
  - vii. In-situ volume of waste excavated (Net weight of waste/ In-situ density)
  - viii. Time of entry of the truck
  - ix. Area of dumpsite (phase) from where waste has been collected
  - x. Trip Number
  - xi. Time of Trip and material unloading
3. The format for recording shall be finalized in consultation with the Engineer in-charge, and the same shall be documented as part of the Operations Protocol for facility for Operation for the residues and rejects

#### 3.1. Special Operational Conditions

The Contractor shall ensure the following:

##### 3.1.1. Leachate Collection and Removal System("LCRS")

- i. The Contractor shall ensure that there is no overflow of Leachate from the LCRS.
- ii. No untreated Leachate to be let out from the Site, unless it meets the standards asset out in Table iii.

#### 4. Environment Monitoring System

4.1. Environment management to be done as per below given specifications and details mentioned in the Appendix 5 of this RFP.

4.2. Monitoring shall be carried out in the following four zones:

- i. On and within and surrounding area as well as from 500 m radius outside from the project and project facilities.
- ii. On and within the Scientific disposal area
- iii. Leachate Collection and treatment facilities in the project site as well as in the Scientific disposal area
- iv. Upstream and downstream ground water
- v. In the atmosphere/local air above and around the Scientific disposal area

#### 5. Quality of air

5.1. The quality of air (at the gas control facilities within the Site, at buildings on or near the Scientific disposal area and along any preferential migration paths) shall meet the standards ("Acceptable Levels") as mentioned in the SWM rules 2016. The Contractor shall ensure environmental monitoring through NABL accredited laboratory as per the standard CPCB guidelines, and specification set out in the Appendix 5 of this RFP.

5.2. Quality Control Laboratory

The Contractor shall tie up with NABL accredited quality control laboratory with the equipment adequate to carry out the following tests:

- i. Ambient Air Quality
- ii. Treated Leachate
- iii. Soil enricher/Conditioner
- iv. Baseline of subgrade after excavation of the earmarked portion
- v. **Baseline of facility** for Scientific disposal of residual Solid Waste to be constructed for the purpose of disposing the residues and reject
- vi. Quality of Compost, by-products, RDF, Soil, C&D, Inert

6. **Minimum Standard Facilities**

During the Operations Period and until the hand back of there claimed earmarked reclaimed land portion, and Scientific disposal area, the Contractor shall, unless suitably modified with mutual consent and duly documented in them Plan and/or Operations Protocol, operate and maintain the Project Facilities as given below.

6.1. Equipment's, Machinery and Storage Rooms

- i. Regular preventive maintenance of all equipment's
- ii. Storage facilities shall be regularly maintained to prevent leakage, painting etc.

6.2. Storm Water Drainage System

The Storm Water Drainage System shall be designed and built in a manner not to allow clogging and obstruction for the flow of water

6.3. Water Supply System

- i. Water for drinking purposes shall meet the standards of Good Industry Practice
- ii. Water supply for vegetation around the fencing and flushing to meet Inland Surface Water standards as per Central Public Health and Environmental Engineering Organization (CPHEEO).

#### 6.4. Leachate Collection and Removal System

- i. The Leachate collection system shall be such that there is no overflow of Leachate from the Leachate Collection Tanks.
- ii. Cracks or leaks in the Leachate collection and drainage system to be sealed immediately as and when notice.
- iii. Treated Leachate to meet standards of SWM rules 2016.
- iv. No untreated Leachate to be let out from the Site

#### 6.5. Internal Roads

- i. The vehicular passages shall be pot-hole free and in good motor-able condition.
- ii. Lighting and other electrical works in the area of operation shall be adequate for working.

#### 6.6. Fencing

- i. Any breach in the boundary wall and fencing to be conveyed to the Authority, Authority shall get it done.
- ii. Fencing to be inspected at least once every week

### 7. **Routine Maintenance Standards**

#### 7.1. In order to ensure smooth and uninterrupted operations, routine maintenance of the Project Facilities shall include but not be limited to:

- i. Prompt repairs of storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;
- ii. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the Project Facilities;
- iii. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system;
- iv. Keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
- v. Undertaking maintenance works in accordance with the O&M Plan and Operations

Protocol;

- vi. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the Site;
  - vii. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Contractor in accordance with Applicable Laws/ Permits.
  - viii. To undertake all measures to keep the foul odor in control by spraying necessary enzymes and other measures.
- 7.2. In order to ensure smooth and uninterrupted operations, routine maintenance of the processing Facility shall include but not be limited to:
- i. Prompt repairs of the, Solar Drying Yard, Segregated Waste Storage Yard,
  - ii. Platform, Dried waste Segregation place & Storage area, RDF conversion site and storage, Leachate collection drainage and treatment system, all machinery & other mechanical equipment's electrical items, drains, internal roads, lighting and fencing;
  - iii. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the processing Facility;
  - iv. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system;
- 7.3. The following standards in order of preference shall be adopted in consultation with the Authority, unless otherwise specified:
- i. Environment (Protection) Act 1986
    - ii. SWM Rules 2016 and amended from time to time
    - iii. Any other standards specified by statute and Applicable Laws
    - iv. Bureau of Indian Standards (BIS)
    - v. Suitable specification/standard devised by Authority, if any
    - vi. Any other standard proposed by the Contractor and approved by Authority
  - vii. GRI specification
- 7.4. The Contractor, for the purpose of routine maintenance shall set forth such criteria as to conform to good international standards and Good Industry Practice for sound maintenance of the Project Facilities.
- 7.5. The Contractor shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Development Specifications/Operations Specifications.

## **8. Emergency Maintenance**

- 8.1. The Emergency Response Protocol ("ERP") shall be developed by the Contractor. This shall be a part of the Operations Protocol developed by the Contractor.
- 8.2. The ERP shall setout steps to be taken and measures to be adopted by the Contractor in responding to dealing with Emergency including those situations related to vehicle accidents involving personal injuries or fatalities, property damage and force majeure as follows:
- i. In the event of an Emergency, the Contractor shall immediately carryout an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Project Facilities or part thereof, the Contractor shall promptly carry out any repair works necessary to restore the Project Facilities to safe condition and in any event shall carry out such works before the affected area of the Project Facilities is re-opened to for normal operations.
  - ii. The Contractor shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.
- 8.3. In case of Emergency, the Contractor shall
- i. Carry out such emergency maintenance and repairs as may be required to repair the damages, if any, and where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible.
  - ii. Take all necessary measures to minimize pollution in accordance with the procedure specified in the O&M Plan/ Environmental Management Plan.
- 8.4. Reporting
- i. The Contractor shall ensure that Authority is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
  - ii. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Engineer-in-charge and form part of the O&M Plan and Operations Protocol.
  - iii. The following data should form part of the reports submitted by the Contractor:

- a) Daily excavated weight and volume of compacted waste with extent of area and volume in cubic meter.
- b) Quantity of waste segregated in each day in Metric Ton and cubic meter.
- c) Quantity (in cubic meter) of waste taken out in each day including RDF, eco bricks, soil, C&D and residual Solid Waste to facility for Scientific disposal etc. as far as category wise.
- d) Leachate generation and treatment reports
- e) Rainfall days
- f) Quality test reports as and when made.
- g) The Contractor shall furnish to Authority three copies of “as-built” Drawings of any Development undertaken after COD.
- h) The Contractor shall ensure that Authority is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- i) The frequency and formats for the reports to be submitted shall be finalized in consultation with the engineer-in-charge of Authority and form part of the O&M Plan and Operations Protocol.
- j) The following data should form part of the reports submitted by the Contractor:
  - i. Residual Solid Waste Matter quality test reports (including moisture content)
  - ii. Leachate generation
  - iii. Ground Water quality (both within and outside the Site)

## Appendix - 4A: Standard Operating Procedures and Log Book Formats

This operation manual details out the standard operating procedures to be followed for Bioremediation and Biomining Project of Legacy Waste, Agra by producing soil enricher (Bio Earth), SCF, C&D Waste and Inerts.

The various processes covered in this document are as below:

### Excavation of Deposited Waste:

1. **Quality Inspection:** Prior to excavation and loosening of waste the area shall be checked for poclain movement, environment and health safety.
2. **Work Permit :** After checking by the field supervisor and lab assistant, excavation of deposited material shall be permitted.
3. **Windrow:** Excavated unprocessed material shall be formed into windrow in specified shape by using aerobic system by weekly turning , culturing and proper maintenance of windrow temperature etc. Every windrow must be in desired shape & size moisture & temperature & weekly turning. After completion 2-4 week by following above parameters, material ready to biostablization and bio earth compost shall be tested for maturity.
4. **Biomining:** After completing cycle period of windrows the materials ready to biomining shall be processed further.
  - a. **Feeding:** The feeding of stabilised waste shall be placed in hopper through poclain.
  - b. **Manual Separation:** Segregation of C&D waste, Inert and large particle shall be separated manually prior to their feeding in 125 mm trommal.
  - c. **Primary screening (125 mm) :** The feeding material shall get segregated through 125 mm sieve of trommel.
  - d. **Secondary screening (35 mm) :** The segregated waste of -125 mm shall be screened through 35 mm sieve of trommel.
  - e. **Tertiary Screening (6 mm) :** The -35 mm screened material shall be passed through -6 mm trommel which will be final segregation as per requirement.
5. **SCF:** (Segregated Combustible Fraction) materials like glass pieces, brick ballast, iron & plastic are segregated and rest combustible material like Gunny bag, Old cloth, thermocole, rubber, shoe cutting, tyre & light plastic goes to SCF purpose.
6. **Soil Enricher (Bio Earth):** The particle size between -35 mm and 6 mm segregated stabilised legacy waste will be sieved through 6 mm trommel which will produce bio earth (-6 mm) and inert (+6 mm to -35mm).
7. **C&D Waste:** The C&D waste collected from segregation of biomining of legacy waste will be collected separately for further uses with following C&D Waste management rules, 2016.

## A. Data Sheet of Proposed Equipment's

### 1. List of Equipment's

Name of Equipment	Nos.	Make Model

### 2. Daily Inspection Equipment/Machinery

Name of Equipment	Nos.	Make Model

### 3. Name and Designation of Key Experts

Domain	Name of Expert	Contact Details

## B. SECURITY

It is imperative that landfill sites are secure from unauthorised access. Only vehicle related to waste, construction material, Recovered and engaged resource and visitor will be permitted.

### A- REJECTS – OUT FORMATE

Sl.no	Date	Type of vehicle	Vehicle no	Gross weight	Tear weight	Net Weight	Time In	Time Out	Driver Name	Sign Security

### B- GOODS ENTRY – FORMATE

SL NO	DATE	PARTY NAME	ITEM	BILL NO.	QTY.	CARRIED BY	TIME	SIGN SECURITY

### C- VISITORS REGISTER FORMATE

SL.NO	DATE	PERSONS NAME	PURPOSE	MEET TO WHOM	IN TIME	OUT TIME

## Activity Group

## SITE IDENTIFICATION FOR BIOREMEDIATION

Sl No.	Activity	Activity Owner
1.	Demarcate the identified area as per box of contour drawing	Supervisor
2.	Check the disposition of methane, compaction and quality of deposited waste. The life of deposited waste can also be estimated. Based on such facts, the quality of deposited waste can be categorized into followings:-	Supervisor/ Lab Incharge
3.	<ul style="list-style-type: none"><li>• <b>Bio-degradable:</b> The form of biodegradable items like leaves, vegetables, grass, waste fooding items, Petha waste, Hotel waste and other rich quantity of inert</li><li>• <b>Non-Biodegradable:</b> The form of non-biodegradable Like plastic, rubber,</li></ul>	Machine operator / supervisor

	thermocool, cotton, wodden pieces, C&D Waste, gunny bags & shoe cutting .	
4.	<b>Recyclable materials:</b> By manual segregation of non-biodegradable items like iron , plastic , glass , Brick ballast (debris) etc	Casual Workers

### C. WORKSHOP AND MACHINERY STORAGE AREA

The list of Machinery, equipment and materials will be recorded every day and will be enlisted for their monitoring and supervision. The activity of same shall be as follows: -

S.No.	Machinery/Material/Equipm	Date of Inspection	Status
Checked by:		Inspected By:	

### Activity Group BIOREMEDIATION OF LEGACY WASTE

SI No.	Activity	Activity Owner
1.	By getting excavated material from accumulated waste Make windrow through specific line & length LWH-with considering maximum sun exposure and minimum wind speed direction	Q.C Head
2.	Tagging of windrow – by date, time & last turning date	Q.C. head
3.	Spraying of EM culture after a week	Q.C. supervisor
4.	Weekly turning by windrow turner & JCB	Q.C. supervisor
5.	After last turning this windrow must be qc check & Shift in to monsoon shed.	Q.C. head
6.	Windrow area levelling for next phase preparation	Q.C. supervisor
7.	Collection of stabilised windrow	Q.C. supervisor
8.	Proper maintain record & board	Q.C. head

### Activity Group BIOMINING OF LEGACY WASTE

SI No.	Activity	Activity Owner
1.	Identification of stablised windrow for feeding	Q.C Head
2.	Loading of stablised windrow in Tipper	Q.C. head
3.	Unloading of tipper at allocated trommel no.	Q.C. head
4.	Receiving of work permit to start trommel of respective size	Driver
5.	Feeding of stablised waste on hopper	Q.C. supervisor
6.	Segregation of large items manually	Q.C. head
7.	Inspection of feeding material through their byproducts	Q.C. head

8.	Heap out of reject materials of different size rejects	Q.C. supervisor
9.	Proper maintain record	Q.C. head

#### Activity Group BYPRODUCTS MANAGEMENT OF LEGACY WASTE

Sl No.	Activity	Activity Owner
1.	Work Permit of Vehicle Deployment for Reject Transportation	Q.C. head
2.	Loading of byproducts on the basis of their types	Q.C. head
3.	Work Permit of Vehicle Deployment for Reject Loading	Q.C. head
4.	Transportation of byproducts >125 mm , >35 mm, >6 mm and <6 mm materials	Q.C. supervisor
5.	Covering of loaded vehicle prior to their dispatch at designated place	Q.C. supervisor
6.	Weighing of loaded vehicle	Q.C. head
7.	Unloading of rejects at their designated place.	Q.C. head
8.	Selling/Dispatch of rejects/byproducts to their respective vendor after weighing and other compliances.	Q.C. head

#### 1. Environmental Management Plan

Based on exiting features, micro metrology and operational strategy the site specific Environmental Management Plan has been framed which includes: -

S. No	Impacts	Negative Impact		Positive Impact		No Impact	Responsibility
		Short Term	Long Term	Short Term	Long Term		
<b>A</b>	<b>Project Siting</b>						
i.	Change of land use						
ii.	Loss of trees/vegetation						
iii.	Shifting of utilities						
<b>B</b>	<b>Construction Phase</b>						
i.	Impact on local infrastructure						
ii.	Contamination of Soil						
iii.	Impact on water quality						
iv.	Impact on air quality including dust generation						
v.	Noise pollution						
vi.	Traffic congestion and loss of access						
vii.	Staking and disposal of construction material						

viii.	Public health and safety						
ix.	Occupation health impact						
<b>C</b>	<b>Operational Phase</b>						
i.	Increase in air and noise levels						
ii.	Disposal of waste water						
iii.	Disposal of solid waste and landscape waste						
iv.	Induced development						
v.	Quality of life						

The anticipated Environmental hazard from proposed activities is as envisaged below: -

S. No.	ACTIVITIES	ENVIRONMENTAL HAZARDS	Supervision
1.	Storage of Waste	Odour due to biodegradation	Environmental Specialist
		Aesthetic and Health Impact	EHS Expert
2.	Loading of the solid waste in the transportation vehicle	Blowing of dust	EHS Expert
		Leakage from the trolley	EHS Expert
		Adverse health impacts on the laborers	Environmental Specialist
3.	Transportation of the waste	Littering of the waste on the way	EHS Expert
		Leakage of the slurry of the waste on the way	EHS Expert
		Disposal of the waste at unwanted places	EHS Expert
4.	Handling of the waste at project site	Health Hazard for the personnel	Environmental Specialist
5.	Temporary storage of the waste at the site	Leachate generation	Environmental Specialist
		Blowing away of waste dust with	Environmental Specialist
6.	Operation of the Biomining area	Odour	Environmental Specialist
		Leachate Management	Environmental Specialist
		Dust	Environmental Specialist
7.	Site Management	Fly and insects	Environmental Specialist
		Leachate Management	Environmental Specialist
		Odour	Environmental Specialist
		Bird and menanace	Environmental Specialist
		Landfill Gases	Environmental Specialist
		Health and Safety	EHS Expert

## LOG BOOK FORMATS

### A. WINDROW FORMATION

#### **BAKERGANJ PROCESSING PLANT**

Address- Prem Nagar, Bakerganj, Bareilly, U.P

#### **Log Book of Windrow**

Name of Project Site-

Contact Details-

Windrow Identification No.-

Date- Shape

of Windrow:

Date of Formation:

No. of Windrow Formed:

Dimension of Windrow: Avg.

Length:

Avg. Width:           Top

Bottom

Avg. Height:

Remarks:

## B. WINDROW TURNING

### BAKERGANJ PROCESSING PLANT

Address- Prem Nagar, Bakerganj, Bareilly, U.P

#### Log Book of Windrow

Name of Project Site-

Contact Details-

Windrow Identification No.-

Date-

Shape of Windrow:

Date of Formation:

	Date	Colour	Deployed Vehicle
1st Turning:			
2nd Turning			
3rd Turning			
4th Turning			
5th Turning			

Remarks:

Submitted By  
By

Checked By

Approved

### C. ADDITION OF INOCULUM

#### BAKERGANJ PROCESSING PLANT

Address- Prem Nagar, Bakerganj, Bareilly, U.P

#### Log Book of Innocolumn

Name of Project Site- Contact Details-

Date of Formation:

Qty. of Inoculum: Date of

Preparation of Inoculum-

Windrow Identification No.	Date	Mode of Spraying

Remarks:

Submitted By

Checked By

Approved By

#### D. DUTY SLIP OF VEHICLE

<b>BAKERGANJ PROCESSING PLANT</b> Address- Prem Nagar, Bakerganj, Bareilly, U.P	
<b>DUTY SLIP OF VEHICLE</b>	
Name of Project Site:	Date:
Vehicle No.:	Driver's Name:
Reporting Site:	
Time Leaving Garage:	K.M
Time at Reporting Site	K.M
Time of Release	K.M
Time of Garaging	K.M
Releasing Place:	Date:
Remarks:	

## E. TROMELLING

### BAKERGANJ PROCESSING PLANT

Address- Prem Nagar, Bakerganj, Bareilly, U.P

#### Log Book of Screening Machine

Name of Project Site-

Date-

Contact Details of Operator-

Site Identification No.-

Shift No.-

Source of Stabilised Waste:

Windrow Identification No.:

Excavator Engaged for

		Trommel (>125 m	Trommel (>35 mm	Trommel (<6 mm)
Starting Time				
Closure Time				
Remarks				
Starting Time				
Closure Time				
Remarks				
Starting Time				
Closure Time				
Remarks				

Submitted By

Checked By

Approved By

## F. REJECTS MANAGEMENT

### BAKERGANJ PROCESSING PLANT

Address- Prem Nagar, Bakerganj, Bareilly, U.P

#### Log Book of Reiects

Name of Project Site-

Date

:- Contact Details of Operator-

	Vehicle Engaged for Loading	Vehicle Engaged for Transportation	No. of Trips	Weight Per Trip	Location of Storage
Rejects (>125					
Rejects (>35					
Trommel (>6					
Trommel (<6					
Remarks:					

Submitted By

Checked By

Approved By

## Appendix- 5: Environment Management and Monitoring Plan

### 1. Pollution Mitigation Measures

Sr. No.	Pollution Sources	Pollutants Emitted	Mitigation Measures
<b>Air Pollution Mitigation Measures</b>			
1.	Construction activities	SO <sub>2</sub> , NO <sub>x</sub> , Particulates, Odour etc.	- Dust suppression by water sprinkling.
2.	Vehicular Movement		- Bitumen covered internal roads.
3.	Loading and unloading of Trucks		- Wheel Washing Bay at the entry point.
4.	DG Set		- Vehicles carrying of excavated materials, construction materials and waste to be covered with tarpaulin or plastic sheet.
5.	Processing of waste		- Proper ventilation and moisture in the compost plant and windrow area to be maintained and herbal insecticides to be sprayed around odour generation areas at regular intervals.
			- Covered landfill by polyethylene sheets except the active waste laying area
			- Green belt would be provided along the internal roads and plant boundary
<b>Water Pollution Mitigation Measures</b>			
6	Domestic Waste	Suspended Solids, BOD etc	- Septic Tank with Soak Pit.
7	Leachate from Windrow of Compost Plant		- LEP for recycling.
8	Leachate from landfill		- Impermeable liner in the landfill pit.
	Storm water drainage system		
	<b>Waste Management</b>		
9	Construction	Construction materials e.g. coarse aggregate, fine aggregate, bricks, steel etc	- Recycled or used for filling or leveling of low-lying areas within the site or transported outside to locations as identified by the Municipality.

10	LTP sludge or evaporation pond	ETP sludge or evaporation pond	Sanitary Landfilling
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## 2. Environment Monitoring

Monitoring for air quality parameters as per CPCB ambient air quality standards and surface water quality would be carried out on a regular basis or as and when required or instructed by the Engineer-in-charge. The ground water quality monitoring in 5 permanent monitoring wells would be carried out quarterly once. Programs would be conducted on a regular basis for monitoring safety and health protection of workers with specific objective to improving rag pickers quality of life, health concerns, etc.

### Environmental Monitoring Plan

Environmental Component	Locations	Frequency	Parameters to be Monitored
Ambient Air Quality	Nearby habitations, upwind, downwind, crosswind	Quarterly	PM <sub>10</sub> , PM <sub>2.5</sub> , SO <sub>2</sub> , NO <sub>x</sub> , CH <sub>4</sub> , CO, Ammonia, H <sub>2</sub> S, Odour
Noise	Within site (DG set, Compost yard, Sanitary Landfilling area) and nearest habitation	Quarterly	Noise Levels(Leq)
Ground water / surface waters	Water samples from piezometric monitoring wells at 5-6 locations within 50 meters of periphery of landfill site, ground water from the nearest tube well, stream and River	Quarterly	IS 10500:2012 drinking water parameters
Leachate	Windrow of compost plant, Secured landfill,(active area)	Quarterly (TCLP Test)	SS, TDS, pH, BOD, COD, As, CN, Cl, heavy metals
Landfill gas	Landfill area	Quarterly	Methane & CO <sub>2</sub>
Compost	Final product	Monthly once	As, Cd, Cr, Cu, Pb, Hg, Ni, Zn, C/N ratio, pH
Pathogens and Fly test	Within 200 m of Facility	Once in 6 months	As applicable

## 3. Design Environmental Targets

The proposed project shall abide by the following design environmental norms and prevailing environmental quality but not limited to

### Ambient Air Quality

It shall be as per National Ambient Air Quality Standards, CPCB, Gol.

### Noise Level

It shall be as per the noise pollution (regulation and control) rules, 2000

### **Water Quality**

The Leachate disposal shall be as per SWM rules 2016.

## **Volume II- Draft Contract Agreement Format**

### **Draft Contract Agreement Format**

This agreement, made the \_\_\_\_\_ day of 20\_\_\_\_, between the Bareilly Smart City Limited [name and address of the Bareilly Smart city Limited] (Hereinafter called as "the Authority") of the one-part M/S \_\_\_\_\_ and [name and address of contractor] (hereinafter called "the Contractor") of the second part.

Whereas the Authority is desirous that the Contractor execute \_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the Works") and the Authority has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects there in, at a contract price of INR\_\_

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Authority hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. Letter of Intent;
  - ii. Notice Inviting Bid;
  - iii. Bid Document issued by the Bareilly Municipal Corporation and its subsequent amendments and corrigendum
  - iv. Contractor's Bid;

- v. Conditions of contract (including Special Conditions of Contract);
- vi. Specifications;
- vii. Drawings and Site Map;
- viii. Any other document listed in the Condition of Contract forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was herein affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Authority

Binding Signature of Contractor (To be signed by the Authorized Signatory of the Bidder)

\*\*\*\*\*END OF DRAFT CONTRACT AGREEMENT\*\*\*\*\*

## **Volume III- Conditions of Contract**

## Conditions of Contract

### A. General Conditions of Contract (GCC)

#### 1. Definitions

**"Authority"** means the Chief Officer of the Bareilly Smart City Limited who will execute the contract agreement with the Contractor to carry out the work. The Authority may delegate any or all functions to a person or body nominated by him for specified functions. The word Authority/Government/Department wherever used denotes the Authority.

**"Completion"** means completion of the work, as certified by the Engineer-in-Charge, in accordance with provisions of agreement.

**"Contract"** means the Contract between the Authority and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.

**"Contractor"** means a person, or a legal entity whose bid to carry out the work has been accepted by the Authority.

**"Contractor's bid"** means the completed bid document submitted by the Contractor to the Authority.

**"Contract amount"** means the amount of contract worked out on the basis of accepted bid.

**"Completion of work"** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.

**"Day"** means the calendar day.

**"Defect"** means any part of the work not completed in accordance with the specifications included in the contract.

**"Drawings"** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.

**"Department"** means the Bareilly Smart City Limited or as specified.

**"Engineer in charge"** means the person nominated by the Authority for overall supervision and coordination of the work, provide approval to work plan and work schedules submitted by the contractor for commencement of the work, approval of drawings and specification, certification of the work executed by the contractor and invoice raised by the contractor. The Word "Engineer" wherever used, other than mentioned or specified, means the Engineer-in—charge

**"Equipment"** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work at his own cost.

**"Government"** means the Government of Uttar Pradesh or the Government of India as the case may be.

**"In Writing"** means communicated in written form and delivered against receipt.

**"Material"** means all supplies including consumables used by the Contractor for incorporation in the work.

**"Stipulated date of completion"** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.

**"Specification"** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

**"Start Date"** means the date 14 days after the signing of agreement for the work. However, the Authority may extend this time limit by another 14 days, as and when required.

**"Sub-Contractor"** means a person or corporate body who has a Contract (duly authorized by the Authority) with the Contractor to carry out a part of the work under the Contract.

**"Temporary Work"** means work designed, constructed, installed, and removed by the Contractor that are needed for the work.

**"Tender/Bid/Bid Document/Request for Proposal (RFP), Tenderer/Bidder"** are the synonyms and carry the same meaning where ever used.

**"Variation"** means any change in the work which is instructed or approved as variation under this contract.

**"Work"** the expression **"work"** or **"works"** or **"Project"** where used in these conditions shall unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

**"Work Plan"** means the implementation plan, including phasing of works, physical completion milestones and other such details that the Authority shall seek from time to time with respect to tracking progress of the works.

## 2. Interpretations

In the contract, except where the context requires otherwise

- 2.1. Words indicating one gender include all genders;
  - 2.2. Words indicating the singular also include the plural and vice versa;
  - 2.3. Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
  - 2.4. Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; Words have their normal meaning under the language of the Contract unless specifically defined.
  - 2.5. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- ## 3. Documents Forming Part of Contract:
- 3.1. Notice Inviting Bid with all amendments.
  - 3.2. Tender Document with all amendments and corrigendum

3.3. Contract Agreement

3.4. Conditions of Contract:

- a) Part A: General Conditions of Contract and Contract Data with all Annexures;
- b) Part B: Special Conditions of Contract.

3.5. Specifications;

3.6. Drawings and site map

3.7. Technical and Financial Bid submitted by the Contractor

3.8. Any other document (s), as specified or important to execute this contract.

4. Language and Law

The language of the Contract and the law governing the Contract are stated in this condition of contract.

5. Communications

All certificates, notice or instruction to be given to the Contractor by Authority/Engineer shall be sent on the address or contact details given by the Contractor in Form 2 of his submitted Bid. The address and contract details for communication with the Authority/Engineer shall be as per the details given in bid data sheet of the RFP Document or as specified in written from time to time. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge.

6. Engineer's Decisions

- 6.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Authority and the Contractor in the role representing the Authority.
- 6.2. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

7. Subcontracting

The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Authority in writing. Subcontracting does not alter the Contractor's obligations.

8. Personnel

- 8.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel in the Form 9 (B) of his submitted technical bid to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the

Schedule.

8.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force or sub-contractor, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 9. Force Majeure

9.1. The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control;
- b) Which such party could not reasonably have provided against before entering into the contract;
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and;
- d) Which is not substantially attributed to the other Party

9.2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) in the sub-clause 9.1 above, are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies);
- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and;
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

9.3. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

9.4. For the period of extension granted to the Contractor due to Force Majeure the penalty clause shall not apply. It is clarified that the clause '9' shall not give eligibility for any adjustment or escalation in contract amount.

9.5. The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed six months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

## 10. Contractor's Risks

10.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

10.2. All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

11. Safety

The Contractor shall be responsible for the safety of all activities on the Site. The contractor shall comply to the safety guidelines and best industrial practice to implement safety at work place.

12. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the Authority, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

13. Contractor to Complete the Works

13.1. The Contractor shall execute the Works in accordance with the Milestone, Work plan, work schedule, Specifications, Drawings and site map as specified in the Bid Document. In the case of any class of work for which there is no such specification as is mentioned in the Tender Document, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

13.2. The contractor shall supply and take upon himself and at his cost the entire responsibility of the sufficiency of all the means and resources used for the fulfilment of this contract whether such means may or may not be specified in the scope of work, Bid Document, contract agreement or recommended by the Engineer-in-charge.

14. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority/Government. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

15. Dispute Resolution System

15.1. No dispute can be raised except before the Authority in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

15.2. No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Authority shall not be liable for claims arising out of such disputes.

15.3. The Authority shall decide the matter within 45 days.

15.4. Appeal against the order of the Authority can be preferred within 30 days to the court of

Bareilly.

15.5. The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

16. Approval by the Engineer

16.1. The Contractor shall submit the work plan, work schedule, Specifications and Drawings for the commencement of the proposed work/part of proposed work/milestone of proposed work, before the commencement of such works. The contractor shall proceed for the commencement of such work only after the approval of the Engineer-in-charge.

16.2. The Contractor shall be responsible for design of the proposed Works.

16.3. The Contractor shall obtain approval of third parties to the design of the Works where required.

16.4. All Drawings, work plan and work schedule prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

17. Time Frame for completion of works

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the milestone achievement schedule set out in the Bid Document as updated time to time by the approval of the Engineer-in-charge, and complete them by the Intended Completion Date.

17.2. The Engineer's approval of the work schedule shall not alter the Contractor's obligations

18. Extension of Time

18.1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

18.2. The Authority shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of grounds of having unavoidable hindrance in execution of work or on any other such grounds, and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

19. Liquidated Damages

19.1. The Contractor shall pay liquidated damages to the Authority at the rate per day stated in the sub-clause 7.3 of the RFP document, for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data) after considering the extension of time as specified in clause 17 of this GCC. The total amount of liquidated damages shall not exceed the amount defined in the sub-clause 7.3 of the RFP document. The Authority will deduct the liquidated damages from payments due to the Contractor.

- 19.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting such overpayment from the next payment due to the contractor or final settlement of payments with the contractor as the case may be. The contractor shall not pay any interest on any such amount of overpayment of liquidity damages.
- 19.3. Payment of liquidated damages does not affect the Contractor's liabilities.
20. Penalty for Non-Compliance  
The Contractor shall pay penalty for Non-compliance to the SWM Rules 2016, Environmental standards, Safety Standards, Specifications as set out in the RFP document etc. as per the schedule mentioned in clause 7.4 of the RFP document
21. Contract amount
- 21.1. The contractor's quoted contract amount can't be changed.
- 21.2. No interest shall be payable to the Contractor on any payment due or awarded by the authority.
- 21.3. The rates quoted by the Contractor shall be deemed to be inclusive of GST and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.
22. Quality Control
- 22.1. Identifying Defects
- 21.1.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 21.1.2 The contractor shall permit the Authority's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.
- 22.2. Correction of Defects
- 21.1.3 The Engineer shall give notice to the Contractor of any Defects, in writing.
- 21.1.4 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time and satisfaction level of the Engineer as specified in the Engineer's notice.
- 21.1.5 If the Contractor has not corrected a Defect, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
23. Termination of Contract
- 23.1. The Authority or the Contractor may terminate the Contract if the other party causes a

fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
- (b) The Engineer-in-charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- (c) The Authority or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) The Contractor without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
- (e) the Contractor does not maintain a valid instrument of financial Security, as prescribed;
- (f) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- (g) if the Contractor, in judgmental of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract, the definition of corrupt and fraudulent practice shall be as defined in clause 5.9 of the RFP document;
- (h) the contractor fails to perform in the manner as specified in the Contract agreement, bid document, bid submitted by him or recommendation by the engineer-in charge;

23.2. Notwithstanding the above, the Authority may terminate the Contract for convenience.

23.3. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

23.4. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Authority, if the Contract is terminated because of a Contractor's default.

#### 24. Payment upon Termination

24.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less adjusted advance payments (on pro-rated basis) received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as per the percentage of milestone achievement. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor the difference shall be a debt payable to the Authority.

24.2. If the Contract is terminated at the Authority's convenience or because of a fundamental breach of Contract by the Authority, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date

of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**25. Performance Security**

The Contractor shall have to submit performance security as set out in the clause 5.7 of the tender document. The contractor shall have to ensure that such performance security remains valid for the period as specified in the tender document.

**26. Retention Security Deposit**

Security deposit shall be deducted from each running bill at the rate as specified in the clause 7.2 of the Tender Document. The Security deposit shall be refunded on after 60 days from the issue of final completion certificate subject to the conditions of the contract agreement and the tender documents, whichever is applicable.

**27. Payment of contract Amount**

27.1. Payment of the 'contract amount' shall be made to the contractor in accordance to the provision as set out in the clause 7 of the RFP document.

27.2. No advance payment shall be made to the contractor in any case.

27.3. The invoice for the payment shall be raised by the contractor, after the certification of the work completed by the contractor and the invoice by the Engineer-in-charge

27.4. The payment shall be made through Demand Draft/Cheque/NEFT/RTGS. No payment shall be made in cash

27.5. All payment shall be made in Indian currencies.

**28. Completion Certificate**

28.1. A provisional completion certificate in the prescribed format as given in Annexure I of this conditions of contract shall be issued by the Engineer in charge after physical completion of the work.

28.2. After final payment to the contractor, a final completion certificate in the prescribed format as given in Annexure II of this conditions of contract shall be issued by the Engineer in charge.

28.3. The Authority shall take over the Site and the Works within seven days of the issue of the provisional Completion certificate.

\*\*\*\*\*END OF GCC\*\*\*\*\*

**B. Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

**1. Role of Parties to the Contract**

### 1.1. Role of the Authority

The Authority shall play the following role in this project

- (i) The Authority shall handover the Project Site and on an as-is-where-is basis, free from encumbrances, for the execution of the Project. The Authority will not provide any equipment or vehicle for the project. All equipment and machinery required by the successful contractor shall be arranged by the contractor at his own cost.
- (ii) The Authority shall earmark the land (to be reclaimed and to be used for segregation and processing of excavated mixed MSW) and give possession to the Contractor within one week of the execution of the Contract Agreement.
- (iii) The Authority shall provide access to the land earmarked to the contractor for implementing the project.
- (iv) The Authority shall provide necessary clearances, permits, approvals, authorizations, and no objection certificates, at its own cost, which are required by the contractor to execute the project and obtain Water and Sewage Connection and Power Connection.
- (v) The Authority shall permit the contractor to carry out the project till the conclusion of the Contract Period of 18 months or any extension thereof.

### 1.2. Role of the Contractor

- (i) The contractor shall execute and complete the project in accordance with the provisions set out in the tender document, the Conditions of contract and the contract agreement
- (ii) The contractor shall have no right or title or leasehold right on the land earmarked to them. The Land earmarked to the Bidder shall not be used for any other purpose other than for the project purpose.
- (iii) The contractor is entitled to switching over to the technologies according to the viability of the implementation of the project commercially subject to prior submission of proposal for such technology switch describing the details of such technology and advantage of using the technology and such proposal being approved by the engineer-in-charge.
- (iv) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Authority at any point of time.

## 2. Compliance to Law, Rules and Regulations

The contractor shall abide with all the rules and regulations of the Government of India, Government of Uttar Pradesh, Local Governments or any other Government bodies that has direct or indirect incidence on the project, in addition to the rules and regulations mentioned below. The Contractor shall keep the Authority indemnified in case any action

is taken against the Authority by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Authority shall have the right to deduct any money due to the Contractor including his amount of performance security. The Authority/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.

The contractor shall perform his obligations for the completion of the works under the umbrella of the below given rules and regulations:

#### 2.1. Compliance with Labour Regulations

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

#### 2.2. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all the terms and conditions prescribed in the Environmental Clearance/ Consent to Establish/Consent to operate issued to the project, existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

The contractor shall commence the project activities as per the rules, regulations and guidelines as set forward by the Solid Waste Management, 2016 and its subsequent amendments thereof, Construction and Demolition Waste Management Rules 2016 and its subsequent amendment thereof, Plastic Waste Management Rules 2016 and its subsequent amendment thereof, Bio- Medical Waste management rules 2016 and its subsequent amendment thereof, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its subsequent amendment thereof, E-waste management rules 2016 and its subsequent amendment thereof, Environment Protection Act 1986 and its subsequent amendment thereof. Contractors to note that this is the minimum criteria required for the commencement of this work and the contractor will practice the best possible method to protect the Environment.

\*\*\*\*\*END OF SCC\*\*\*\*\*

### Annexure I: Provisional Completion Certificate

Name of Work:

Agreement No. \_\_\_\_\_ Date \_\_\_\_\_ Amount of Contract Rs \_\_\_\_\_

Quantity of Waste Processed \_\_\_\_\_ m<sup>3</sup>

Certified that the above-mentioned work was provisionally completed on (Date) and taken over on .....(Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue:

Engineer-in-Charge:

## Annexure II: Final Completion Certificate

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

Agreement No. \_\_\_\_\_ Date: \_\_\_\_\_

Name of Agency: \_\_\_\_\_ Certified that the  
above-mentioned work was physically completed on \_\_\_\_\_ (date) and taken  
over on \_\_\_\_\_ (date).

Agreement amount Rs. \_\_\_\_\_

Final amount paid to contractor Rs. \_\_\_\_\_.

Quantity of Waste Processed \_\_\_\_\_ m<sup>3</sup>

### **Incumbency of officers for the work**

I have satisfied myself to best of my ability that the work has been  
done properly.

Date of Issue: \_\_\_\_\_

Engineer in Charge