

Forms for Technical Bid Submission



Form 1: Letter Comprising the Bid cum undertaking
(On Non-Judicial Stamp of Rs.100)

Date:

To,

Chief Officer,
Deesa Nagarpalika Dump Site Nagarpalika,
Deesa Nagarpalika Dump Site, Gujarat

Dear Sir,

Sub: RFP Reference No. _____ dated _____ for Selection of Contractor to execute the work of Bio-mining of old dump site at _____

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 "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site" 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 otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members 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 2.14 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 here by 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/our consortium/ proposed consortium satisfy(ies) the pre-qualifying criteria and meet(s) the requirements as specified in the RFP document and am/are qualified to submit this Bid.
 10. I/We declare that we/any Member of the Consortium am/are not a member of any other 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 Project or 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. We acknowledge that our Consortium/ proposed Consortium shall bear the following composition:
 - a Lead Member: M/s.....
 - b Technical member: M/s.....And we further undertake that above consortium composition shall be maintained till the end of this contract period or extension thereof. We further acknowledge that the lead member takes the full responsibility towards execution of the project and the terms and condition laid down in the contract agreement. *(Individual Bidder to strike out this point).*
 15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by 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.
 16. 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.
 17. 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.
 18. 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.

19. I/We offer to the Authority a Bid Document Fees of INR and EMD of INR submitted in the form of DD/FDR through the website "<https://tender.nprocure.com/> " as specified in this RFP document.
20. 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.
21. 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.
22. 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.
23. 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.
24. I/we have received all the clarifications issued by the Authority.
25. 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.
26. 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,
(Signature of the Authorized signatory)

Date:
Place:
(Name and designation of the Authorized signatory)

Name and Seal of Bidder/Lead Firm



Form 2: Format for Description of Bidder

S.No.	Particulars	Individual Bidder Company (1)
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 and Column '2' & '3' to be filled by the respective members of the consortium



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/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter 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 [Project Name] Project proposed or being developed by the [ULB NAME] Nagarpalika (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: Deleted





Form 5: Deleted



Form 6: Form for Financial Pre-Qualification

Turnover and net worth

Financial Year	Annual Turnover (in INR)	Net worth (in INR)
Year 1		
Year 2		
Year 3		
Average		

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. 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 auditor 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.
3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification.

(Signature of the Authorized signatory)



Form 7: Format for Banker's Certificate

Date: _____

To,
Chief Officer,
Deesa Nagarpalika Dump Site Nagarpalika,
Deesa Nagarpalika Dump Site, Gujarat

Dear Sir/Madam,

Ref: Request for Proposal issued by the _____ dated _____

Sub: RFP Reference No. _____ dated _____ for Selection of Contractor to
_____ (Name of Work)

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for this work _____ (Name of Work), 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

Sd/
Senior Bank Manager
Name of Bank
Address
Contact No.

Note:

1. This form is for reference purpose only
2. Certificate should not be older than 1 April 2025



Form 8: 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 7 FY from due date of bidding shall be considered)	Project Completion Date/ expected completion date	Project Cost in INR (A)	Project Capacity (M ³ / MT) (B)	Claiming Entity's Share in the Project (%) (C)	Effective Handled Capacity B x C (M ³ & MT mention separately.) (D)

Notes:

1. The details of each of the works mentioned in the above table must be provided separately in Form 8 (A).
2. If The project capacity as per Columns B and D is given in cubic meters (cum) then for conversion of the claimed capacity into metric tons (MT), a density of 1 MT per cum shall be adopted.
3. Provide attested copies of Work Orders and Completion Certificates for each project. Work orders/ testimonials will be verified if required.
4. Each certificate of experience will be duly signed/confirmed by a representative of the client.



Form 8(A): Details of Projects eligible for Technical Pre-Qualification

(Provide Details for Only those Projects listed in Form 8, 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 9: 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 9(A)

The Bidder shall also provide a list of key personnel proposed to be deployed as per Appendix-4 for the work with their curriculum vitae in the Format Provided in Form 9 (B)



Form 9 (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 Legacy waste processing like standby power, material handling and vehicles for site, Screening unit, etc., which the Company proposes to use for the proposed works at the site.

Form 9 (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

Note:

1. List of minimum manpower and team required is provided in Appendix-4.
2. CV of Project Manager is mandatory for bid submission for evaluation purpose.
3. Successful bidder shall provide rest of the CV during the agreement. Failure to provide the required CVs shall subject to forfeit of EMD and cancellation of LoA of successful bidder.



Form 10: 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 11: SITE VISIT CERTIFICATE

Name of Work: Legacy Waste Remediation and Biomining of Existing Dumpsite at Deesa Nagarpalika

This is to certify that M/s _____, intending to participate in the above-mentioned tender, has visited and inspected the project site, existing dumpsite conditions, approach roads, working area, utilities, and all other relevant aspects of the work on Date: // _____.

The bidder has satisfied itself regarding the site conditions, quantity and nature of legacy waste, availability of working space, access requirements, transportation arrangements, disposal requirements, and all factors that may affect the execution of the work.

No claim on account of lack of knowledge of site conditions shall be entertained after submission of the bid.

For Deesa Nagarpalika

Signature: _____

Name of Officer: _____

Designation: _____

Seal of Deesa Nagarpalika



Form 12: Format for affidavit- Declaration of Non-Blacklisting

Non-Blacklisting declaration (To be given on 300 Rs Stamp paper)

Date:

To
Chief Officer,
Deesa Nagarpalika Dump Site Nagarpalika
Deesa Nagarpalika Dump Site, Gujarat

Sub: Declaration for Non-Blacklisting

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir, We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



Form 13: Format for Letter of Acceptance (LoA)

(This format is tentative. It is at discretion of authority to add/delete/modify the format)

LETTER OF ACCEPTANCE (LOA)

(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 *(Name of Authority)*, at your bided offer as per scope of work given therein. You are requested to submit within 21 (Twenty-One) 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 6 Months, shall be reckoned from the date of signing the contract agreement or issuance of Consent to Establish to the project whichever is later.

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 14: 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 therein. We hereby waive the necessity of your demanding the said debt from
the Contractor before presenting us with the demand. We further agree that no change or addition to or other
modification of the terms of the Contract or of the Works to be performed thereunder 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 15: Format for Retention Security Deposit Bank Guarantee (SBG)

[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 Clause No. 5.7 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 therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder 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 5.7.5)

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____



Form 16: Format of Financial Bid

(To be submitted through online only. Filled form if found in technical bid shall subject to disqualification of entire bid)

Name of Work: _____

I/We do hereby BID to execution of the above work within the time specified at the rate mentioned below 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.

Sr no	Description	Quantity in MT	Unit Rate INR	Unit	Total amount in INR	INR in words
1	Clearing Dumping site using Bio-remediation of Old Dumped waste including processing/treated, transporting and disposal of RDF & Inert which is brought out of the site for Disposal after stabilization cycle (Output) for Dumpsite at Deesa Nagarpalika Dump Site.	1	XX.XX	Per Metric Tone	XX.XX	

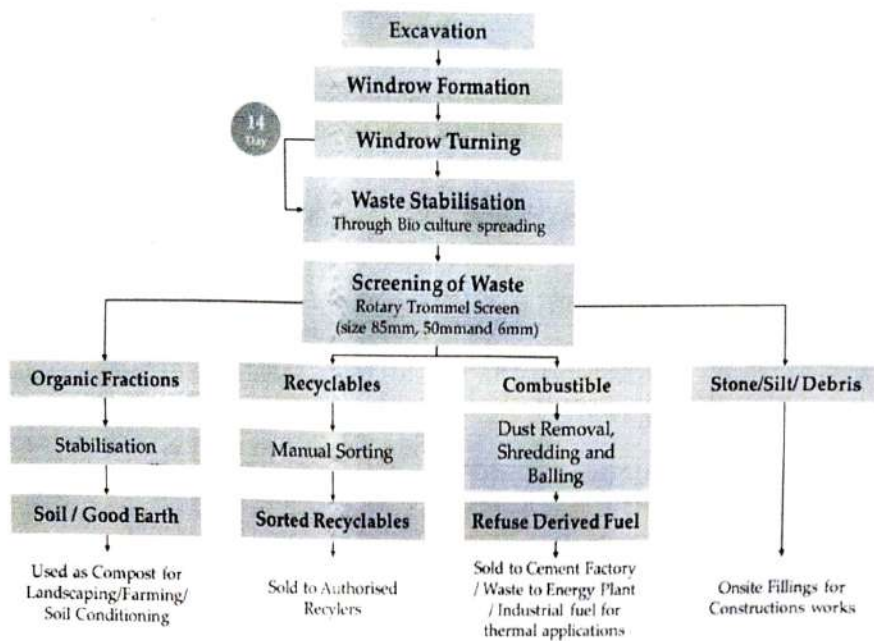
Note: As per Notification No.12.2017 Central Tax (Rate) date 28 June 2017 GST is exempted for biomining/bioremediation work

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 CO, Deesa Nagarpalika Dump Site or his successors in office the sums of money mentioned in the said conditions.

Signature of Bidder Name of Bidder



Appendix-1- Tentative flow chart for Bioremediation and Biomining





Appendix-2- Minimum Plant & Machineries to be deployed for work

Following are the minimum Plant and machineries to be used by contractor for conducting bio-remediation and biomining of legacy waste.

1. Excavators (Mechanical/hydraulic) for formation of hips/trenches
2. Bio-culture (appropriate) for spraying over legacy waste —as required 1 lit per MT
3. Pipe sprays provision or any other appropriate provision for spraying bio-culture.
4. Power screens with provision of detailed screen sizes-100 mm/80mm, 35 mm/16 mm, 8 mm/4 mm or
5. Trommel screens with sizes 100 mm/80mm, 35 mm/16 mm, 8 mm/4 mm or any other standard size as per guidelines
6. Magnetic separators, Dust cleaning machines, Shredders and bailing units as per required capacity.
7. Tippers and trucks for transportation of RDF, biosolids and inert
8. Any other appropriate equipment, machinery, vehicles as required to execute the project successfully and to follow standards, guidelines and norms as given by CPCB, NGT, SWM Rules 2026 and CPHEEO Manual for MSW, 2026

Contractor shall deploy additional plant and machineries as per the requirement on the ground in order to complete the project within stipulated period of 8 months.



Appendix-3- Guidelines, Rules to follow

Guidelines, Rules to follow while conducting bio-remediation and bio-mining of legacy waste

1. SWM Rules 2026

2. Plastic Waste Management Rules, 2026 as amended 2018

3. CPHEEO Manual on MSW, 2026

4. Guidelines for disposal of legacy waste (old municipal waste) from CPCB, Feb 2019

5. Guidelines for co-processing of plastic waste in cement kilns, CPCB, May 2017.

6. Any other guidelines as given by department or ministry under GoI, Govt of Gujarat, or directions as given by Hon'ble NGT.



Volume II- Draft Contract Agreement Format



Draft Contract Agreement Format

This agreement, made the _____ day of 20____, between the Deesa Nagarpalika Dump Site[name and address of the Deesa Nagarpalika Dump Site nagarpalika] (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 therein, 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 Acceptance;
 - ii. Notice Inviting Bid;
 - iii. Bid Document issued by the Deesa Nagarpalika Dump Site 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.

RFP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"



The Common Seal of _____ was hereunto 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

RFP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"



The Common Seal of _____ was hereunto 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*****



Table of Content

A. General Conditions of Contract (GCC)	96
1. Definitions	96
2. Interpretations	97
3. Documents Forming Part of Contract:.....	97
4. Language and Law.....	97
5. Communications.....	98
6. Engineer's Decisions	98
7. Subcontracting	98
8. Personnel	98
9. Force Majeure	98
10. Contractor's Risks	99
11. Safety	99
12. Liability for Accidents to Person.....	99
13. Contractor to Complete the Works	99
14. Discoveries	100
15. Arbitration and Dispute Resolution System	100
16. Approval by the Engineer.....	100
17. Time Frame for completion of works.....	100
18. Extension of Time	101
19. Liquidated Damages	101
20. Contract amount	101
21. Quality Control.....	101
22. Termination of Contract	102
23. Payment upon Termination	103
24. Performance Security	103
25. Payment of contract Amount.....	103
26. Completion Certificate	104
B. Special Conditions of Contract (SCC).....	105
1. Role of Parties to the Contract.....	105
2. Compliance to Law, Government Resolutions, Rules and Regulations.....	106



Conditions of Contract

A. General Conditions of Contract (GCC)

1. Definitions

"Authority" means the CO of the Deesa Nagarpalika Dump Site 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 Deesa Nagarpalika Dump Site 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 Gujarat 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 (Tender Notice 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. RFP and corrigendum or addendum issued with regard.
- 3.9. 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.

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 under the guidance of CO 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

- 7.1 Subcontracting of works is not allowed. In case of subcontracting of works noticed by any means; authority shall forfeit the performance security (PBG), security deposit and terminate the contract at its sole discretion.

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, pandemic, lockdowns as declared by competent authority, 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. Arbitration and 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. If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. For this purpose, when the contract is with a domestic contractor, a standard arbitration clause may be included in the SBD indicating the arbitration procedure to be followed. All questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred to adjudication through arbitration.
- 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 (Refer definition of Start date GCC Clause A_1) 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 7.2 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 7.2 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. Contract amount

- 20.1. No interest shall be payable to the Contractor on any payment due or awarded by the authority.
- 20.2. The rates quoted by the Contractor shall be deemed to be including of inclusive of other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. GST is Exempted As per Notification No.12.2017 Central Tax (Rate) date 28 June 2017.
- 20.3. Contract amount is limited to estimated project cost and quantity mentioned in RFP. However, if there is excess quantity, left on the site, then RFP quantity; then this variation of excess shall not be more than 10% of estimated quantity mentioned in RFP. Processing of any excess quantity than estimated RFP quantity shall be subject to approval of Authority. Without approval of authority, contractor will not get any payment for excess quantity than estimated quantity mentioned in RFP to be processed for the project. If variation in quantity is more than 10% than RFP quantity then authority will take necessary approval regarding additional payment or funds required if any.

21. Quality Control

21.1. 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.

21.2. Correction of Defects

- 21.2.1. The Engineer shall give notice to the Contractor of any Defects, in writing.

- 21.2.2. 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.

- 21.2.3. 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.

22. Termination of Contract

- 22.1. 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) The contract will be terminated if, except the Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (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 contract will be terminated if the Contractor does not remedy a failure in the performance of its obligations under the Contract, within ten (10) days after being notified or within any further period as the Authority may have subsequently approved in writing;
- (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;



(i) DELETED

(j) The contractor failed to perform Compliance to Law, Government Resolutions, Rules and Regulations.

22.2. Notwithstanding the above, the Authority may terminate the Contract without any compensation given.

22.3. 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.

22.4. 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.

23. Payment upon Termination

23.1. 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 or Quantity leftover derived in Cum or MT. 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.

23.2. 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.

24. 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.

25. Payment of contract Amount

25.1. 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.

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

25.3. 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

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

25.5. All payment shall be made in Indian currencies.

25.6. Authority shall not pay any interest on any deposits, PBG or delay in payment to contractor.

25.7. Contractor shall abide to payment deduction made by authority in terms of application of any penalty, liquidity damages, and rejection of claim made by contractor if any. Contractor shall not have any right to object or shall not raise case of dispute for such deductions made by authority in any court of law in India.

26. Completion Certificate

- 26.1. A provisional completion certificate in the prescribed format as given in Annexure I of these conditions of contract shall be issued by the Engineer in charge after physical completion of the work.
- 26.2. 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.
- 26.3. 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 (Eight) 6 Months or any extension thereof.
- (vi) Authority shall conduct the density analysis as and when required for the verification of legacy waste quantification claimed by contractor through weighments. However, contractor shall bear the costs of density analysis conducted by authority as and when required.

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, Government Resolutions, Rules and Regulations

The contractor shall abide with all the rules, Government resolutions and regulations of the Government of India, Government of Gujarat, 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. Compliance with Technical sanction

The contractor shall abide and comply to all the directions and instructions given in all government resolutions (GRs) of Urban Development Department, Government of Gujarat, Deesa Nagarpalika Dump Site for the work or Project. Any deviation from the directions, instruction, conditions shall be termed as fundamental breach the contract and authority shall take necessary actions against contractor as per the terms of agreement.

2.3. 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, 2026 and its subsequent amendments thereof, Construction and Demolition Waste Management Rules 2026 and its subsequent amendment thereof, Plastic Waste Management Rules 2026 and its subsequent amendment thereof, Bio-Medical Waste management rules 2026 and its subsequent amendment thereof, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2026 and its subsequent amendment thereof, E-waste management rules 2026 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

(This format is tentative. It is at discretion of authority to add/delete/modify the format)

Name of Work: _____

Agreement No. _____ Date _____

Amount of Contract Rs _____

Quantity of Waste Processed _____ Cum (m³). ORMT

- a.) RDF disposed quantityCum orMT
- b.) Bio-soil disposal quantity inCum OrMT
- c.) Inert disposal quantity inCum or MT

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

(This format is tentative. It is at discretion of authority to add/delete/modify the format)

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 _____ m³ OR _____ MT

Area of Land reclaimed _____ Sqm

- a.) RDF disposed quantity _____ Cum or _____ MT
- b.) Bio-soil disposal quantity in _____ Cum Or _____ MT
- c.) Inert disposal quantity in _____ Cum or _____ MT

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