



MAHESANA MUNICIPAL CORPORATION

(Final)

3rd call

Request for Proposal

For

**Selection of Agency for
The Work of “Design, Build, Supply, Erection, Commissioning &
Operation of Transfer Station Facility” in Mahesana Municipal
Corporation.**

VOLUME I: Request for Proposal (RFP) Document

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 Municipal Corporation Mahesana (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 contract or contractual obligation. Contractual obligations would arise only 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.

I. Key Dates

Event	Date	Time	Web-Link/Venue
Start of Bid Download			
Pre-Bid Meeting			
End Date of Online Bid Submission			
Technical Bid Opening			
Financial Bid Opening			

II. Bid Data Sheet A.

Tender Notice Number	
Date of Issue	
Tender Inviting Authority	
Web-link	

B.

Particulars	Data
Estimated Cost of Project	INR 5,24,26,761.00
EMD	INR 5,24,267.61/- (1% of Estimated Project Cost valid for 180 days from Bid due date in favor of Commissioner Municipal Corporation Mahesana, payable at Mahesana.)
Bid Document Fee	The Bid document fee: Rs. 14160/- (Rupees Fourteen thousand one hundred sixty only) in favor of Commissioner Municipal Corporation Mahesana, payable at Mahesana. The Bid document fee shall be paid online. (Nonrefundable)
Bid Validity Period	180 Days from the due date of Bid Submission
Duration of Work Completion	1- Year (For Civil Work and Machine supply erection) and 3-year (including commissioning & operation of plant after successful erection). Total 4 Year.

Eligible Bidder for Bidding	Individual Bidder or Joint Ventures (Consortium of two bidders is allowed)
Method of Bid Submission	Only Online Submission- Technical & Financial Bid
Method of Selection	As per RFP document
Performance Security	<p>3 % of Contract Value</p> <p>(Note: If Quote of bidder is less than 10% of estimated cost of Project, an additional Performance security in the form of Bank Guarantee of amount equivalent to difference between estimated cost of Project @ 10% below and Quoted Rate to be submitted by the successful bidder before signing of Contract agreement. (The Bank Guarantee shall be valid up to DLP Period)</p> <p><u>Illustration</u></p> <ul style="list-style-type: none"> - Estimated cost of Project = Rs. 100 - Quoted Rate = Rs. 88 - Quote of bidder is less than 12% of estimated cost of Project - Additional Performance security = 2%
Retention Security Deposit	7 % from each Running Bill Amount
Defect Liability Period	1 Year from the date of completion of the project (Here date of completion of Project is Successfully completion of O&M period)

III. All the correspondence should be in written, the written correspondence may be sent through email or letter. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,
Commissioner
Municipal Corporation Mahesana
Pin-384001
Gujarat.
Mail Id: _____

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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’. To achieve the objectives of the Swachh Bharat Mission.

The Government of Gujarat proposes to strengthen the entire Solid Waste Management system in all the Urban Local Bodies (ULBs) in Gujarat 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).

1.2 Project Objective

To fulfill the objectives of the Swachh Bharat Mission, the Municipal Corporation Mahesana, through this proposed project aims to improve the existing standards of public health and environmental quality by establishing efficient mechanism for collection and transportation of Municipal Solid Waste at Mahesana as per applicable rules and guidelines.

1.3 Site Detail

Sr. No.	Description	Details
1.	Transfer station Site Name	Dediyaan Site Near WTP
2.	Transfer station Site Location Coordinates	23°36'10.11"N 72°20'38.26"E
3.	Area of Site	2.48 Hectare.
4.	Proposed area Required	0.23 Hectare.
5.	Estimated Capacity of Transfer station	90 TPD

1.4 Current Tender

The Municipal Corporation Mahesana (herein after referred to as “the Authority” in this Bid Document) is seeking proposals from eligible Bidders to undertake the works required for Design, Build, Supply, Erection, Commissioning & Operation of Transfer Station Facility at Mahesana city as per applicable Rules and Guidelines.

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

Document Introduction

Instruction to Bidders

Preparation of Bid and Submission of Bid

Bid Opening and Evaluation

Scope of Project

Payment Schedule

Miscellaneous

Volume II: Draft Contract Agreement

Volume III: Conditions of 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(s) shall be a Company/ Firm incorporated in India under the (Indian) Companies Act 1956 or 2013/ Partnership Firm/ Limited Liability Partnership (LLP)/ Registered proprietorship.
- 2.2.2. The bidder(s) can submit their Bid individually or as Joint Ventures (Consortium of two bidders is allowed). In case the Bidder is a Consortium/ Joint Venture, it shall, comply with the following additional requirements:
 - 2.2.2.1. The number of members in a Consortium/ Joint Venture would be limited to 2 (two). At least one member of the Consortium/Joint Venture shall hold minimum 51% share in the JV/ Consortium throughout the project duration and shall be termed as lead member (the "Lead Member"), the member other than the lead member shall hold minimum 26% share in the JV/ Consortium throughout the project duration and shall be termed as the "the other member". All the members of the joint venture shall be liable jointly and severally for the execution of this Project. "The lead member" and "the other member" are to be defined and detailed in the Form-2 of the Technical Bid submission forms provided in this RFP document.
 - 2.2.2.2. Combined Technical and Financial experience of all Consortium/Joint Venture members ("the Lead Member" and "the other Member") shall be considered towards qualifying and evaluation of Technical and Financial Capacity as mentioned in clause 2.3 of this RFP documents.
 - 2.2.2.3. A consortium/ Joint Venture agreement on stamp paper of appropriate value (As per state rules) duly notarized should be submitted along with the Bid in the format of Form 5 of technical bid submission forms provided in the RFP document.
 - 2.2.2.4. The Consortium/Joint Venture members shall nominate a person as the Authorize signatory from the Lead Member of the Consortium/Joint Venture who shall be authorized to sign their bid submission, the contract agreement or any correspondence with the Authority. A power of Attorney in the name of Authorized Signatory has to be furnished by the Consortium/Joint Venture bidder along with their technical proposal. The Power of Attorney shall be as per the format provide in Form 4 of this RFP document.

2.3 Technical-Qualification Criteria

Sr. No.	Qualification Criteria	Supporting documents
Technical Capacity: For demonstrating technical capacity (“the technical capacity”), the bidder has to comply with the following conditions		
TQ-1	<p>Past Experience: The Bidder Should have successfully completed similar works as defined below, during preceding Five financial years (i.e., 2020-21 to 2024-25) prior to the due date of this bid submission, at least:</p> <p>(A) Project Establishment Experience</p> <p>(a) One successfully Establishment of similar work of Minimum 4.19 CRORE (80% of the estimated total Project Cost) Or, (b) Two successfully Establishment of similar work of Minimum 2.62 CRORE (50% of the estimated total Project Cost) Or, (c) Three successfully Establishment of similar work of Minimum 2.09 CRORE (40% of the estimated total Project Cost)</p> <p style="text-align: center;">(OR)</p> <p>(B) Operation & Maintenance Experience</p> <p>(a) One successfully operated Transfer station Project / Waste Processing Plant for at least 2 Year period. (b) Deleted (c) Deleted</p> <p>Similar Works: Establishment (Design, build, supplying, Erection, commissioning of plant machine and equipment) of Transfer station / Waste processing plant as per guidelines of Solid Waste Management Rules 2016, CPCB and applicable norms.</p>	<p>A) Project Establishment Experience</p> <p>a. Duly Filled Form 9 and 9(A) b. Copies of Work Order/Agreement</p> <p style="text-align: center;">AND</p> <p>Completion Certificates/Performance certificate for each project.</p> <p>Work orders/ testimonials will be verified if required.</p> <p style="text-align: center;">(OR)</p> <p>B) Operation & Maintenance Experience</p> <p>a. Duly Filled Form 9(B) and 9(C) b. Copies of Work Order/Agreement</p> <p style="text-align: center;">AND</p> <p>Completion Certificates/Performance certificates for each project.</p> <p>Work orders/ testimonials will be verified if required.</p>
<p>Note:</p> <p>(i) 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:</p> <ul style="list-style-type: none"> have held minimum 51% 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. 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 TQ-1 above. <p>(ii) The eligible projects claiming “the Technical Capacity” should have been executed for any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings in India with direct contract with them.</p> <p>(iii) Subcontracting works provided as similar completed work will not be considered for evaluation.</p> <p>(iv) Works executed in overseas/foreign countries shall not considered for evaluation.</p>		

<p>(v) Only Supply of machinery rented or leased or purchased by any local body for Transfer station /SWM related work will not be considered under technical capacity.</p> <p>(vi) Deleted</p> <p>(vii) Certificate(s) from its concerned client(s) in support of “the technical capacity” clearly stating the amount of works completed in INR, capacity of 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.</p> <ul style="list-style-type: none"> Performance/Experienced certificate should be issued from the concerned client(s) (Certificate issued by the officer of rank not below then Executive Engineer/ Project Manager or equivalent) shall only be considered. 		
TQ-2	Bidders should submit an authorization certificate from OEM’s (Chassis Manufacturer, Hook Loader, Portable Compactor Manufacturer,) with service support from their local or nearby office.	a. Certificate should be provided on letterhead of OEM Company as per format prescribed in Form-12
TQ-3	Assurance for the ready availability of the spare parts of the proposed equipment in India up to 05 years from the bid due date.	a. Duly Filled Form 13
TQ-4	The Bidder should be a company registered under the Companies Act, 2013 OR the Companies Act, 1956 OR a partnership firm registered under LLP Act, 2008 OR Registered Partnership Firms OR a Proprietorship firm.	a. Bidder Shall Provide Certificate of Incorporation / registration Document (<i>Provide for each member in case of a consortium/ Joint Venture</i>).
TQ-5	Any entity which has been barred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any Project, and the bar /blacklisting subsists as on the date of Proposal, would not be eligible to submit a Proposal Either by itself or through its Associate.	a. Duly Filled Form 8 (<i>Provide for each member in case of a consortium/ Joint Venture</i>).
TQ-6	The bidder must have been in business for more than three years. It denotes that any business must have registered 1095 days before bid due date or earlier.	a. Bidder should provide Incorporation certificate of the company/Proof of Company registration document/ MoA /Any other supportive document to fulfil the criteria (<i>Provide for each member in case of a consortium/ Joint Venture.</i>)
TQ-7	Essential Documents.	<p>a. Copy of PAN Card (<i>Provide for each member in case of a consortium/ Joint Venture.</i>);</p> <p>b. Certificate of GSTIN registration (<i>Provide for each member in case of a consortium/ Joint Venture.</i>)</p> <p>c. Certificate of EPF and ESIC registration (<i>Provide for each member in case of a consortium/ Joint Venture.</i>)</p> <p>d. Affidavit about truthfulness. (Duly Filled Form 14)</p> <p>e. The Bidder should have valid ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environment Management System)</p>

		<p>ISO 45001:2018 (Occupational Health & Safety Management System) (Provide for any member in case of a consortium/ Joint Venture.)</p> <p>f. Duly filled and signed Forms required as per tender clause no 3.5.1 (II)</p> <p>g. Site visit certificate duly signed by Authority</p> <p>h. Signed copy of entire RFP uploaded by authority including clarifications/corrigendum if any.</p>
<p>Financial Capacity: For demonstrating the financial capacity (“the Financial Capacity”), the bidder has to comply with each of the following conditions</p>		
TQ-8	<p>Bidder Minimum average turnover of INR 1,57,28,028.3/- (30% of total project cost) in the preceding three financial years (i.e., 2022-23 to 2024-25) from the due date of submission of this bid;</p>	<p>a. Duly Filled Form 6</p> <p>b. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. 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.</p> <p>c. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification.</p>
<p>Note: For the purpose of this RFP, turnover (“the turnover”) shall mean the average of annual revenues from execution of the projects during the preceding three financial years from the due date of submission of this bid. This shall not include capital grants/capital subsidies/donations/salaries/dividend/bonus/commission and interest income.</p>		
TQ-9	<p>Bidder Shall have minimum net worth of INR 52,42,676.1/- (10% of total project cost) in the preceding financial year (i.e 2024-25) from the due date of submission of this bid;</p>	<p>a. Duly Filled Form 6</p> <p>b. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. 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 provisional certificate from Statutory Auditor.</p> <p>c. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification.</p>

Note:

For the purposes of this RFP, net worth (the “Net Worth”) shall mean:

- (a) In case of Private Limited /Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) (or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation (as prescribed in the Companies Act 2013).
- (b) In case of Partnership Firms means partners’ capital plus reserve & surplus.
- (c) In case of individuals means sum total of all assets less liabilities.

TQ-10	Bidder Shall have availability of Liquid assets and/or availability of credit facilities of no less than INR 1,04,85,352.2/- (20% of total project cost) at the time of submission of this bid. The bidder shall furnish Certificate for availability of Liquid asset (specific for this bid only not from any other bids submitted earlier) duly certified from Schedule Commercial bank or nationalized banks only for meeting the fund requirement to this effect.	a. Duly Filled Form 7 (Provide for any member in case of a consortium/ Joint Venture).
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2.4 One bid per Bidder

A Bidder is eligible to submit only one Bid for the Project in entire bidding process.

2.5 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.

2.6 Site Visit and verification of Information

- 2.6.1. 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.
- 2.6.2. For the above purpose, the Bidders may approach the Authority for assistance during any site visit also bidder need to get site visit certificate from the authority. 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.

2.6.3. 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.

2.7 Pre-Bid Meeting

- 2.7.1. The bidders or their official representative are invited to attend a pre-bid meeting as per the date and schedule mentioned in the Bid Data Sheet. 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.
- 2.7.2. 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, addressed to contact person as mentioned in the Bid Data Sheet, latest the date mentioned in the bid data sheet. The responses of the Authority will be uploaded only on the Website <https://tender.nprocure.com/> and shall not be communicated separately to the bidders.
- 2.7.3. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.
- 2.7.4. 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.

2.8 Amendment in the Bidding Document

- 2.8.1. 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.

Any Addendum/ Corrigendum thus issued shall be part of the RFP documents and shall be published on the website <https://tender.nprocure.com/>. The Authority may communicate in writing by email 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

2.9 Conflict of Interest

2.9.1. 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.

2.9.2. 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 <https://tender.nprocure.com/> and follow the online tendering process to participate in bidding process. For more details on the e-tendering procedure the bidders may refer the information provide on the website

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 <https://tender.nprocure.com/>

3.1.3 Key Dates

The bidders are strictly advised to follow the time schedule (Key dates) 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 after signing of the same by the Digital Signature of their authorized representatives.

Note:

- (i) Bidders are requested to visit the e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- (ii) Bidder must positively complete online e-tendering procedure at <https://tender.nprocure.com/>
- (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 specified in Bid Data Sheet 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 as mentioned in the bid data sheet, at the time of their online bid submission. The payment for the cost of bid document shall be made online through Debit/Credit card, Net banking or NEFT Challan as per the instruction provided on the website.

3.4 Earnest Money Deposit

- 3.4.1 The Bidder shall furnish, as part of his Bid, Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of this RFP document and should be valid for 180 from the bid due date. The EMD must be submitted online through Debit/Credit card, Net banking or NEFT Challan as per the instructions provided on the website <https://tender.nprocure.com/>
- 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

- (vi) Any document produced by bidder is found to be forged.

3.5 Technical Proposal

3.5.1 The Technical Proposal shall comprise of the following documents

- (i) Essential Qualification Documents as specified in the clause 2.3
- (ii) Technical Bid
 - a) Form 1: Letter Comprising the Bid cum undertaking
 - b) Form 2: Format for Description of Bidder
 - c) Form 3: Power of Attorney for Signing of Bid
 - d) Form 4: Power of Attorney for Lead Member of Consortium
 - e) Form 5: Format for Consortium/ Joint Venture Agreement
 - f) Form 6: Form for Financial Pre-Qualification
 - g) Form 7: Format for Banker's Certificate
 - h) Form 8: Format Affidavit of non-black listing.
 - i) Form 9: Format for summary of Technical Pre-Qualification for Plant establishment
 - j) Form 9(A): Details of Projects eligible for Technical Pre-Qualification for Plant Establishment
 - k) Form 9(B): Format for summary of Technical Pre-Qualification for Operation & Maintenance
 - l) Form 9(C): Details of Projects eligible for Technical Pre-Qualification for Operation & Maintenance
 - m) Form 10 (A): Format for Providing Details of Machinery to be Deployed for the Project.
 - n) Form 10 (B): Details of Key Personnel to be deployed for the Project
 - o) Form 11: Format for Providing Environment, Health and Safety Management Plan.
 - p) Form 12: Original Equipment Manufacturer (OEM) Authorization Certificate
 - q) Form 13: Undertaking for Ready Availability of Spare Parts
 - r) Form 14: Format for affidavit truthfulness

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 bidder shall have to quote rates in format of Financial Bid submission provided on the e-tender website.
- 3.6.2 The price quoted by the bidder shall be entirely in Indian currency (INR).
- 3.6.3 The Amount in the Financial Proposal shall be quoted in figures as well as in words. If any difference in figures and words found, higher of the two shall be taken as valid and correct.
- 3.6.4 **The bidder shall have to quote rates inclusive of all duties, royalties, levies and taxes. The amount of applicable GST will be paid separately to the contractor.**
- 3.6.5 **The rates and prices quoted by the bidder For Civil work & supply & installation work shall be fixed for the duration of the Contract and shall not be subject to any adjustments on any account.**

The quoted O&M rates shall be subjected to an annual escalation of 5% on compounding basis till completion of the O&M period.

Illustration:

If Rate quoted by bidder was 100 Rs/TPD
Than,
Year 1: 100 Rs/TPD
Year 2: $100 + (100 \times 5\%) = 105$ Rs/TPD
Year 3: $105 + (105 \times 5\%) = 110.25$ Rs/TPD

- 3.6.6 The bidder shall have to quote rates in format referred in Bid Data Sheet, in overall percentage, and not item wise for part A civil work. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. The overall percentage rate would apply for all items of work for civil and allied work.

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 (Technical and Financial Bids) online, as per the instructions provided on the website <https://tender.nprocure.com/> or 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. **It is clarified that no hard copy submission of the Technical and Financial Bids are required at the time of bid submission.** The **Bid submitted online by the Bidder** shall be in the following part:

Part 1: This shall be known as “Envelop-A- 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 “Envelop B- the Technical Proposal” and shall contain the documents as specified in clause 3.7 (B)

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

4.2 Bid Due Date

4.2.1 The due date and time of the bid submission is as mentioned in the Bid data sheet.

4.2.2 The Online Bid should be submitted on or before the due date of bid submission.

4.2.3 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with clause 2.8 uniformly for all Bidders and publish the Addendum on the website of <https://tender.nprocure.com/>

4.3 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 Bids. 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

- 4.3.1 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.
- 4.3.2 The Authority designated officer/consultant/advisor will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.2.4 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. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.
- 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 **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and **Envelope "B" and "C"** of such bid shall not be opened.
- 5.4.2 In the next step of evaluation, the **Envelope 'B'** shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the **Envelope 'B'** of the Bid
- 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) Deleted
 - (iv) It is fulfilling the Qualification Criteria as specified in clause 2.3 and furnished all the necessary support documents in support of such qualification.
 - (v) It has provided all the other information and documents as directed in this RFP document corresponding to the technical qualification of the bidder.

- 5.4.4 **Envelope 'C'** (Financial Proposal) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened. **Envelope 'C'** (Financial Proposal) of the technically qualified bidders shall be opened online at the date time & notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.
- 5.4.5 After opening **Envelope '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.
- 5.4.6 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 for phase 1 according to financial bid format shall be ranked first as “L1” and the Bidder quoting the second lowest financial offer for Phase 1 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. The L-1 bidder of phase 1 has to match his tipping fee to that of L-1 (lowest of phase 2), i.e. rate quoted of phase-2 amongst all qualified bidders.
- 5.5.2 In the event that two or more Bidder’s Financial Bids are exactly the same, the Authority reserves the right either to:
- (i) The L1 Bidder based on the turnover of the last financial year (2024–25). The Bidder having the highest turnover, as certified by a Chartered Accountant and supported by the submitted certificate, shall be selected as L1.
 - 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 Acceptance' (LoA) that his bid has been accepted.
- 5.6.2 The successful Bidder shall acknowledge his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the event the duplicate copy of the LoA 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 LoA.

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 an irrevocable bank guarantee (“the Performance Bank Guarantee” (PBG)) issued by a nationalized / scheduled bank located in India in the format given in Form 16, for an amount equivalent to 3% of the Estimated Contract value.
- 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.
- 5.7.3 The PBG shall be valid upto DLP period. The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Agency’s failure to complete its obligations under the Contract Agreement (CA). The Agency shall maintain the PBG amount throughout the Contract Period.

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 execute the contract agreement within 15 days of issue of LoA.
- 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 Agency for commencement of work.
- 5.8.3 In the event of failure of the successful bidder to submit Performance Security and or execute 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 Agency, as the case may be, if it determines that the Bidder or Contract, 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. 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 “Design, Build, Supply, Erection, Commissioning & Operation of Transfer Station Facility of capacity 90 TPD in Mahesana Municipal Corporation”. The contract shall be awarded to the successful bidder (“the Agency”) for a period of specified in RFP reckoned from the date of execution of the contract agreement. The Authority shall nominate an Engineer/officer from the ULB (the “Engineer-in charge”) for overall supervision, monitoring and certification of the works executed by the Agency. In addition, the Authority has appointed Project management consultancy firm which will support Engineer-in charge to carry out all the activities. The brief scope of work to be carried out by the selected Agency 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 Project Information Memorandum**’ of this RFP document.
- (ii) The works shall be carried out by the Agency as per the specifications provided in **Appendix-2 to Appendix-5** and scope of works provided in this section.
- (iii) The Agency shall conduct its own due diligence for site investigation, analyzing the Soil and any other required parameters of the Project site before starting the Work.
- (iv) The Agency shall be responsible to obtain necessary clearances, permits, approvals, authorizations, and no objection certificate required for plant from concern department (PCB) on name of MAHESANA MUNICIPAL CORPORATION.
- (v) Agency will submit detailed Implementation Plan along with the specifications of the proposed resources to the EIC before commencing of work.
- (vi) The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the selected Agency. Any consumables including Electricity, Water etc. shall be in the scope of Agency at its own cost.
- (vii) Agency shall be responsible for site clearance and authority will handover project site to Agency as it is in actual condition.
- (viii) The Agency shall deploy sufficient machinery, manpower and required resources to execute the project scope during the project duration. Any repair and maintenance of the machinery or any other resources is to be done by Agency at its own cost during the period of Contract and in defect liability period at any time as instructed by EIC.
- (ix) Providing security arrangement for the project site, machineries, equipment etc. at its own cost. Agency shall be responsible for all EPF, ESI, health and safety of

workers and any other statutory regulation applicable.

- (x) Agency shall maintain the complete insurance of project during the contract period (minimum 1 Year) of amount not less than the estimated project cost in the name of Authority (Beneficiary will be authority) at the cost of Agency.
- (xi) Agency will ensure that all standards are compiled while establishing the allied equipment and civil work are of good quality as per standards.
- (xii) During the commissioning period after successful erection of the plant, operation and maintenance of the plant including movable machinery, consumable items and manpower arrangement under bidder's scope.
- (xiii) Authority will provide the Municipal waste at the plant collected from the city at its own cost.
- (xiv) Allied electrification work required for plant establishment will be under bidder's scope and should be execute under expert supervision.
- (xv) Throughout the Operation and Maintenance period, the agency must ensure that all incoming waste is cleared each day, unless delays occur due to Force Majeure circumstances.
- (xvi) Agency must maintain incoming and Outgoing Municipal Waste record with supportive weighing slips,
- (xvii) Agency must approve all weighing record on monthly basic from appointed EIC
- (xviii) Agency must ensure that no spillage, littering or leachate discharge during loading/ unloading and transport. If leachate is generating than agency have Made proper arrangement for their treatment at their own cost.

7. Payment Schedule

7.1 Payment Mechanism

Payment Mechanism for Establishment period

7.1.1 Bidder has to supply and establish the Transfer station plant with required machinery and civil work as per the appendix 1 to 5 define in the RFP document.

7.1.2 The Authority will be releasing payment for the Establishment work as per the achievement of the milestone mentioned in the table below:

Milestone	Cumulative Physical Progress (W _P)	Time of Completion	Milestone based %age release of Contract Value Excluding O&M Cost (V _{ME})
Payment towards Construction of civil works			
1	Site Clearance, obtaining necessary approvals of structural drawing by approved Structural engineer and approval of Implementation plan by EIC. And Complete Civil work of allied infrastructure like road, Admin building with way bridge room, Compound wall with entrance gate with internal electrification work as per tender requirements	0+4 months	15 %
2	Upon completion Civil work of infrastructure required for Transfer station plant including Shed, Loading Unloading section, Tipping floor, Leachate tank etc. including site wiring & Electrification as per tender requirements	0+8 months	20 %
Only upon successful completion of Milestone 1 & 2, as mention above, shall the agency become eligible to submit bills for the supply and erection work corresponding to milestone 3 to 5.			
Payment towards supply, erection and commissioning of Plant, machinery, vehicle & equipment's			
3	Upon receipt of Equipment & Machinery at site as per tender requirements	0+10 months	25 %
4	Upon Erection of Machinery and equipment complete as per tender requirements	0+12 months	25 %
5	Upon Successful commission and Trial Run	0+12 months	15 %

- start of time for Establishment will be date of issuing work order from Authority.

7.1.3 Calculation of Payment of running Bills during Establishment period

A. Payment of Establishment of Plant

Payment for the work on achievement of each milestone (Cl. 7.1.1) shall be paid after verification by EIC in the defined period calculated by the Authority based on the following formula:

$$P_{WE} = (V_E \times V_{ME}) - \text{liquidated Damages as per clause 7.3 (if any)} - \text{Penalty for non-Compliance as per Clause 7.4 (if any)}$$

Where,

P_{WE} = Payment towards establishment of Transfer station facility.

V_E = Contract value excluding O&M cost

V_{ME} = Milestone Based Percentage Release of Contract Value Excluding O&M Cost

The Agency shall, on completion of the particular Milestone of the work, before the 20th (twentieth) day of the Month or in case the 20th (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:

a) For First and Second Milestone

- (i) Amount for work completed as required in 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 “Along with Necessary survey reports and other documents”
- (iv) Details of the employment of Man-hours, Machinery and equipment utilized to achieve the physical progress of that Milestone.

b) For Third Milestone

- (i) Document required as per clause 7.1.3 (a).
- (ii) Manufacturer's or Supplier's warranty certificate.

c) For Fourth Milestone

- (i) Document required as per clause 7.1.3 (a).
- (ii) Plant Readiness Certificate from Engineer-in-charge.

d) For Fifth Milestone

- (i) Document required as per clause 7.1.3 (a).
- (ii) Certificate of Successful completion of Trial run from Engineer-in-charge.

Payment Mechanism For O&M period

7.1.4 Bidder has to operate the Transfer station plant with in accordance with the appendix 1 to 5 define in the RFP document.

7.1.5 The Authority will be releasing payment for the O&M work on monthly basis as described below escalated rate schedule:

O&M Period	Time of Completion	Rate quoted by Bidder For O&M Period (V_{MO})	
Year 1	12 to 24 months	V_{MO1}	Rate for Year 1: X Rs/TPD
Year 2	24 to 36 months	V_{MO2}	Rate for Year 2: Rate for year 1+(Rate for year 1*5%) Rs/TPD
Year 3	36 to 48 months	V_{MO3}	Rate for Year 3: Rate for year 2+(Rate for year 2*5%) Rs/TPD
X= Rate quoted by bidder for O&M Period in INR per TPD			

- Start of time for O&M will be date of issuing Certificate of Successful completion of Trial run from Engineer-in-charge.

B. Payment for O&M Period

Payment for the work on O&M Period shall be paid on monthly basis after verification by EIC in the defined period calculated by the Authority based on the following formula:

$P_{WO1} = (W_R \times V_{MO1})$ - liquidated Damages as per clause 7.3 (if any)- Penalty for non-Compliance as per Clause 7.4 (if any)

$P_{WO2} = (W_R \times V_{MO2})$ - liquidated Damages as per clause 7.3 (if any)- Penalty for non-Compliance as per Clause 7.4 (if any)

$P_{WO3} = (W_R \times V_{MO3})$ - liquidated Damages as per clause 7.3 (if any)- Penalty for non-Compliance as per Clause 7.4 (if any)

Where,

P_{WO1} = Payment towards Operation & Maintenance of transfer station facility for 1st Year.

P_{WO2} = Payment towards Operation & Maintenance of transfer station facility for 2nd Year.

P_{WO3} = Payment towards Operation & Maintenance of transfer station facility for 3rd Year.

W_R = Weighing Bridge record as approved by EIC.

V_{MO1} = Rate quoted by Bidder For O&M of 1st year

V_{MO2} = Escalated Rate For O&M of 2nd year

V_{MO3} = Escalated Rate For O&M of 3rd year

The Agency shall, on completion of the particular O&M Month of the work, before the 20th (twentieth) day of the Month or in case the 20th (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) Record of Quantity of Waste (IN TPD) transported with supportive weighbridge slip.
- (ii) Trips record from transfer station to processing site including photographic evidence of the O&M Process.
- (iii) Certificate from the Engineer-in-charge certifying the quantity of Waste Transported

7.1.6 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 Agency, the Authority shall release 93% 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 7% 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 17 of this RFP document in lieu of “the retention money”, of the equivalent amount (7% of each running bill amount), issued from a nationalized bank and drawn in favor of the Authority along with their invoice. SBG shall be valid for the period of 5 Year from the date of issue.
- 7.2.3 In case the Agency has submitted the Bank Guarantee as Security deposit as specified in clause 7.2.2 above, the Authority shall release the retained 7% 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 Agency after the completion of Defect Liability Period i.e, 1 Year from the date of completion of the project, 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 Agency for Force Majeure, the penalty shall be levied on the Agency 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 Agency.
- 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 Agency on depositing the amount equivalent to such liquidity damage of 10% of the contract amount. However, the retention of the Agency 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.

8. Termination of contract

8.1 Termination

- 8.1.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer- in-Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 8.1.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor
- a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
 - b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. Without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. The Contractor does not maintain a valid instrument of financial security as prescribed;
 - e. The Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract;
 - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract.
- 8.1.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 8.1.2, the Engineer-in-Charge may terminate the Contract immediately.
- 8.1.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.
- 8.1.5 the Contractor suspends the construction for a continuous period of 3 (three) month without the prior intimation to the Authority.
- 8.1.6 the Contractor suspends the performance of the Scope of the Project for a continuous period of 3 (three) month without the prior intimation to the Authority;

- 8.1.7 failure of the Concessionaire to commence execution of the Project within 45 (forty- five) days of the appointment date.

8.2 Payment upon Termination

- 8.2.1 If the contract is terminated under clause 8.1.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the Contract. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

- 8.2.2 Payment on termination under clause 8.1.4 above –

If the Contract is terminated under clause 8.1.4 above, 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.

9. Penalty for Non-Compliance

Sr. No.	Penalty Description	Penalty Amount
1.	Non-Compliance to, SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 5,000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.
2.	Damage to the property of MAHESANA MUNICIPAL CORPORATION.	As actual quantity verified by EIC or MAHESANA MUNICIPAL CORPORATION official.
3.	Non-compliance of Safety Standards, use of Personal Protective Equipment by the workers	Rs.2000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.
4.	Equipment Downtime	If critical equipment (related to transfer station) remains non-functional for more than 48 hours, a penalty of Rs. 5,000 per day shall be levied until rectification.
5.	Environmental Violations	If the contractor fails to comply with pollution control norms, a penalty of Rs. 10,000 per incident shall be imposed, in addition to any action by local pollution control boards.
6.	Staking of Material on site for more than 1 Day	Rs.1000/- per day shall be levied until site is not cleared.

If Bidder fails to execute their work as per schedule provided in tender document, they will be penalized as per following:

- (a) Delay in work by 15 days, 0.5% of invoice value for that delayed work portion.
- (b) Delay in work by 30 days, 0.75% of invoice value for that delayed work portion.
- (c) Delay in work by 45 days, 1% of invoice value for that delayed work portion.
- (d) Delay in work by more than 45 days, 2% of invoice value for that delayed work portion.
- (e) Delay in work by more than 60 days, MAHESANA MUNICIPAL CORPORATION may terminate the contract as per interim decision of MAHESANA MUNICIPAL CORPORATION.

Bidder can request MAHESANA MUNICIPAL CORPORATION not to impose penalty on delay, along with satisfactory reason for delay. However, decision of imposing/waving off the penalty will be taken by Commissioner, MAHESANA MUNICIPAL CORPORATION.

It is hereby cleared that any amount generated due to aforementioned penalty shall be paid by Agency within 30 days of notice. If not the same will be deducted from security deposit. The maximum amount of Penalty shall be limited to maximum of 10% contract amount including liquidated damage as mentioned in clause 7.3.

10. Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mahesana, Gujarat 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.

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

(On Non-Judicial Stamp of Rs.100)

Date:

To,

<<Name and Address of ULB>>

Dear Sir,

Sub: RFP for Selection of Agency for The Work of “Design, Build, Supply, Erection, Commissioning & Operation of Transfer Station Facility” in Mahesana Municipal Corporation.

With reference to your RFP document <<RFP Reference No>> dated....., I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project “**Design, Build, Supply, Erection, Commissioning and Operation of Transfer Station Facility**” 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 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 2.9 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 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 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.
 11. 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.
 12. 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.
 13. 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.
 14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter in to 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.
 15. 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.

16. 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.
17. I/We offer to the Authority a Bid Document Fees of INR _____(INR _____) and EMD of INR _____(INR) submitted online through the website <https://tender.nprocure.com/>as specified in this RFP document.
18. 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.
19. 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.
20. 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.
21. 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.
22. I/we have received all the clarifications issued by the Authority.
23. 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.
24. 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

SR No.	Particulars	Individual Bidder Company (1)	Lead Member of Consortium (2)
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' 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 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 Municipal Corporation Mahesana (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.*
- *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/-, and duly notarized.*

Form 4: Power of Attorney for Lead Member of Consortium

Whereas the <<Name of ULB>> has invited bids for the Project titled [Project Name] ("the Project"). Whereas M/S _____ and M/S _____ (Collectively "the Consortium") Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/S _____ having our registered office at _____ and, M/s. _____ having our registered office at _____, [the respective names and addresses of the Consortium members] (Collectively referred to as Consortium), constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (herein after referred to as "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority. AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____

(Name & Title) For _____

(Name & Title) For _____

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

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.*
- *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 (as per state rules) and duly notarized.*

Form 5: Format for Consortium/ Joint Venture Agreement

PERFORMA FOR CONSORTIUM/JOINT VENTURE AGREEMENT BETWEEN M/s__a n d M/s__ Invitation for Bid No. _____ of __ for the work of The Joint Venture Agreement executed on this day of between M/S _____ a company under the Laws of Company Act, 1956/ 2013 and having its registered office at _____ (herein after called the LEAD MEMBER, which expression shall include its successors, Executors and permitted Assigns) AND M/s _____ a company under the Laws of Company Act, 1956/ 2013 having its registered office at _____ (herein after called as OTHER MEMBER, which expression shall include its successors, Executors and permitted Assigns) for the purpose of making a Bid and entering into a contract (in case of award) for " Name of Project" Tender No. _____ of <<Name of ULB>> (herein after called as the Authority).

WHEREAS, the Authority Invited Bids as per above mentioned tender Document for the " _____ "

WHEREAS in accordance with Instruction to Bidders of the Tender Specification. A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an agreement in the form of a consortium or Joint Venture.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premises and agreements all the members to this Consortium/Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Authority to the Consortium/Joint Venture members, we, the members to the Consortium/Joint Venture Agreement do hereby agree that M/s _____ shall act as LEAD MEMBER and further declare and confirm that we shall jointly be bound unto the Authority for the successful performance of the Contract and shall be fully responsible for the works in terms of quality requirements and timeliness in performance in accordance with the Contract. Irrespective of Joint responsibility, it is expressly understood that LEAD MEMBER will be present at the site of the works, through its authorized representative at all times and play lead role in mobilizing resources and execution of the contract. The LEAD MEMBER will incur liabilities and receive instructions for and on behalf of any or all members of the Consortium/Joint Venture and entire execution of the contract shall be done by the LEAD MEMBER and will be the sole responsibility of the LEAD MEMBER of the consortium and payment under the contract shall be received by the LEAD MEMBER. The precise responsibility of the members of the Joint Venture in respect of planning, quality, execution of the works is as under (*Provide Roles of Each Member of Consortium/Joint Venture*):

LEAD MEMBER (_____ % holding):

OTHER MEMBER (_____ % holding):

If in the determination of the Authority that the LEAD MEMBER is unable to fulfill its responsibility as above, the Authority shall be at liberty to terminate the contract which shall be binding on all members of the Joint Venture.

2. In case of any breach of the said Contract by the LEAD MEMBER or OTHER MEMBER of the Consortium/Joint Venture Agreement, the member (s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Authority suffers any loss or damage on account of any breach in the Contract or any shortfall in meeting the performance guaranteed as per the works Contract, the Member(s) of these presents undertake to promptly make good such loss or damages caused to the Authority, on its demands without any demur. It shall not be necessary or obligatory for the Authority to proceed against LEAD MEMBER to these presents before proceeding against or dealing with other member.
4. The financial liability of the members of this Consortium/Joint Venture agreement to the Authority, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Consortium/Joint Venture Agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the Joint Venture agreement.
5. It is expressly understood and agreed between the members to this Consortium/Joint Venture agreement that the responsibilities and obligations of each of the members has been delineated in clause no. 1 herein above to this agreement. It is further agreed by the members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint responsibilities of the members under this Contract.
6. This Consortium/Joint Venture Agreement shall be construed and interpreted in accordance with the laws of India, courts of Mahesana, Gujarat shall have the exclusive jurisdiction in all matters arising there under.
7. It is further agreed that the Consortium/Joint Venture agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the Authority discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the members to the Consortium/Joint Venture Agreement have through their Authorized Representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

[Name, Signature of all Joint Venture Members]

[Name and Signature of Witnesses]

Form 6: Form for Financial Pre-Qualification

A. Turnover

Financial Year	Annual Turnover (in INR)
2022-23	
2023-24	
2024-25	
Average Turnover of three year i.e. 2022-23 to 2024-25	

B. Net Worth as on 31st March 2025 (End of Financial Year preceding to Due date of Bidding): INR _____.

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 submit along with technical bid provisional financial statements certified by their statutory auditor/ practicing Chartered Accountant.
3. A certificate from Statutory Auditor/ practicing Chartered Accountant should be provided as supporting document certifying the Financial Pre-Qualification criteria.

(Signature of the Authorized signatory)

Form 7: Format for Banker's Certificate

Date: _____

To,
Commissioner,

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.

1. *Provide separate certificate for each member in case of a consortium/ Joint Venture and duly certified from Schedule Commercial bank or nationalized bank only.*

Form 8: Format for Undertaking for Not Blacklisted or Debarred

Non-Blacklisting declaration (To be given on Non-Judicial Stamp of Rs.100 and Duly Notarized)

Date: _____

To,
Commissioner,
Mahesana Municipal Corporation,
Dist- Mahesana, 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,

Stamp and Signature of Authorized Signatory

Note:

1. *Provide separate certificate for each member in case of a consortium/ Joint Venture*

Form 9: Format for summary of Technical Pre-Qualification for Plant Establishment

(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 (Project(s) awarded in preceding 07 years from due date of bid submission shall only be considered)	Project Completion Date/ expected completion date	Project Cost in INR (Cr) (A)	Project Capacity (M ³ or MT) (B)	Claiming Entity's Share in the Project (%) (C)	Effective Handled Capacity B x C (D) (M ³ or MT)	Effective cost in INR (Cr) A x C (E)
List Eligible Projects as per Clause 2.3_TQ-1 Project Establishment Experience								
1								
2								
3								

1. The details of each of the works mentioned in the above table must be provided separately in Form 9 (A).
2. Provide attested copies of Work Order, Agreement and Experience Certificate (Signed not Below the Rank of Executive Engineer) of each claimed project.
3. Submitted documents may be verified by the issuing Authority if required.
4. If Project Capacity is given in CUM then for conversion of capacity in MT density will be consider as 0.8Kg/Cum.

Form 9(A): Details of Projects eligible for Technical Pre-Qualification for Plant Establishment

(Provide Details for Only those Projects listed in Form 9, 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) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="radio"/> Sole Agency <input type="radio"/> Consortium/Joint Venture <input type="radio"/> Sub-Agency </div>
8.	Project Capacity: 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 (B): Format for summary of Technical Pre-Qualification for Operation & Maintenance

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

B. Summary Table

Name of Applicant Claiming the Project Experience:									
S. No.	Brief Project Description	Project Award Date <i>(Project(s) awarded in preceding 07 years from due date of bid submission shall only be considered)</i>	Project Completion Date/ expected completion date	Project Cost in INR (Cr) (A)	Project Capacity (M ³ or MT) (B)	Claiming Entity's Share in the Project (%) (C)	Effective Handled Capacity B x C (D) (M ³ or MT)	Effective cost in INR (Cr) A x C (E)	O&M Experience (in years)
List Eligible Projects as per Clause 2.3_TQ-1 Project O&M Experience									
1									
2									
3									

1. The details of each of the works mentioned in the above table must be provided separately in Form 9 (A).
2. Provide attested copies of Work Order, Agreement and Experience Certificate (Signed not Below the Rank of Executive Engineer) of each claimed project.
3. Submitted documents may be verified by the issuing Authority if required.
4. If Project Capacity is given in CUM then for conversion of capacity in MT density will be consider as 0.8Kg/Cum.

Form 9(C): Details of Projects eligible for Technical Pre-Qualification for Operation & Maintenance

(Provide Details for Only those Projects listed in Form 9, 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) <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="radio"/> Sole Agency <input type="radio"/> Consortium/Joint Venture <input type="radio"/> Sub-Agency </div>
8.	Project Capacity: Your Company's share in the Project (%):
9.	Date of Award
10.	Duration Of O&M work
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 10 (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 10 (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 <i>(in chronological order)</i>	From	To	Company/ Project/ Position/ Relevant Technical and Managerial Experience

Form 11: 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 12: OEM Authorization Certificate
(On letter head of OEM)

Date: [DD/MM/YYYY]

To,
Commissioner,
Mahesana Municipal Corporation,
Dist- Mahesana, Gujarat.

Subject: OEM Authorization Certificate for Supply, Installation, and Support of Transfer Station Equipment

This is to certify that [Name of Bidder/Contractor], having its registered office at [Bidder's Address], is an authorized partner/reseller/system integrator of [OEM Name] for the supply, installation, commissioning, and after-sales support of Chassis Manufacturer / Hook Loader / Portable Compactor machinery.

We, [OEM Name], are the original manufacturers of the said equipment and authorize the above-mentioned company to participate in the tender [Tender Name/Number] issued by [Client/Authority Name].

We further confirm the following:

1. The equipment to be supplied will be of our standard make and will meet the required specifications mentioned in the tender.
2. We hereby extend our full warranty up till 1 years from the date of supply of Goods/Machine offered by the above firm in reply to this Invitation for Bids.

This certificate is valid for the current tender and should not be considered as a blanket authorization for other purposes.

For and on behalf of

[OEM Company Name]

Authorized Signatory

(Signature & Company Seal)

Name:

Designation:

Contact Details:

Note: -

1. *This letter of authorization should be on the letterhead of the OEM and should be signed by a person with the proper authority to sign the document that is binding on the OEM.*
2. *Provide valid Proof like MSME ZED Certification or Factory License/Manufacturing License or any other document which establish the vendor as OEM.*

3. *If bidder itself is OEM than above certificate should be provided on bidders Letterhead with document required as per point no 2 above.*
4. *A word “warranty” in this form 12 mean that the goods or services supplied by the supplier or manufacturer under the contract shall be free from defects in design, material, and workmanship for a specified period i.e 1 year from the date of supply or delivery of goods. During the warranty period, the supplier shall repair or replace the defective goods or parts at no additional cost to the Authority.*

Form 13: Undertaking for Availability of Spare Parts for 05 Years

(To be given on Non-Judicial Stamp of Rs.100 and Duly Notarized)

Date: [Insert Date]

To,
Commissioner,
Mahesana Municipal Corporation,
Dist- Mahesana, Gujarat.

Subject: Undertaking for Availability of Spare Parts for 05 Years for [Insert Project Name / Reference Number]

Dear Sir/Madam,

We, [Name of the Bidder/Company], having our registered office at [Address], hereby undertake that we shall ensure the availability of spare parts for all the equipment and machinery proposed under the above-referenced tender for a period of five (05) years from the bid due date, which is [Insert Bid Due Date].

We confirm that:

1. All essential and critical spare parts related to the supplied equipment — including but not limited to [e.g., compactors, conveyors, hydraulic systems] — will be made available for a minimum of 05 years from the bid due date.
2. We will either maintain stock or have arrangements in place with the Original Equipment Manufacturer (OEM) or their authorized partners to supply the parts within a reasonable lead time i.e. 30 days from the requirements.
3. We shall also provide after-sales service and maintenance support during this period, as per the terms of the contract.

This undertaking is provided in compliance with the tender requirements and shall remain valid and binding upon our organization.

Yours faithfully,

Authorized Signatory

Name: _____

Designation: _____

Company: _____

Signature & Company Seal

Form 14: Format for affidavit truthfulness

TO BE PRINTED ON Rs. 100 STAMP PAPER

AFFIDAVIT

- (1) I.....S/o Shri.....
..... Proprietor/Partner/Authorized Signatory of
M/s..... Age.....about.....years,
Resident ofsolemnly affirm on oath as
under: -
- (2) The information, self-attested certified copies of the documents supplied with the technical qualification, undertaking given and certificates attached by me/us with the Tender are true, correct and genuine in all respects.
- (3) That none of my near relatives, as defined in the Notice Inviting Tender are in employment of the Mahesana Municipal Corporation.
- (4) That any information, even after award of contract or subsequently, is found to be incorrect, the Department may forfeit my/our Earnest Money Deposit and other deposits and debar me/us for this tender and future tenders and my/our name removed from the approved list of contractors in any branch of the Department.

Place :-

Deponent

Date :-

Verification

I....., S/o Shri verified on oath that all the contents of this affidavit from 1 to 4 are true and correct as per my best knowledge and best memory. I have neither expressed anything incorrect nor have suppressed any truth or any material fact.

Place :-

Deponent

Date :-

Note:

1. Provide for each member in case of a consortium/ Joint Venture

Form 15: Format for Letter of Acceptance (LoA)

LETTER OF ACCEPTANCE (LOA)

(On the Letter Head of the Authority)

Date:

M/s.____(Name and address of the Agency)

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 financial bided offer of Rs _____ for the scope of work under the RFP. You are requested to submit the performance security/ performance guarantee of Rs.____(in figures) Rupees____(in words only). The performance security shall be in the form of an irrevocable bank guarantee of any nationalized / schedule commercial bank and execute the contract agreement with the Authority within 15 (Fifteen) days from the date of issue of this letter.

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

Execution of the contract agreement with the Authority 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 16: Format for Performance Bank Guarantee / Additional
Performance Bank Guarantee

To:

<<Tender Inviting Authority>>

<Name & Address of Authority>>

WHEREAS [*name and address of Agency*] (hereinafter called "the Agency") has undertaken, in pursuance of Letter of Award (LoA) No. ____ dated ____ and agreed to execute a Contract Agreement to execute [*name of Work*] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Letter of Award (LoA) that the Agency shall furnish you with a Bank Guarantee by a Scheduled/ Nationalized 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 Agency such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of _____ the Agency, 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 Agency 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 Agency 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 17: Format for Retention Security Deposit Bank Guarantee

To:

<<Tender Inviting Authority>>

<Name & Address of Authority>>

WHEREAS, [name and address of Agency] (hereinafter called "the Agency") has undertaken, in pursuance of Contract Agreement No. _____ dated _____ to execute [name of Work] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract Clause No. 7.2 that the Agency 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 Agency such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf

of _____ the Agency, 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 Agency 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 Agency 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 _____

Form 18: Format for Financial Proposal
(The bidders have to submit their financial bids online only)

Name of Work: Selection of Agency for The Work of “Design, Build, Supply, Erection, Commissioning & Operation of Transfer Station Facility” in Mahesana Municipal Corporation.						
<u>SCHEDULE – B2</u> <u>Memorandum showing item of work to be carried out</u>						
It. No.	Quantity Estimated But may be more or less	Description of Item	Estimated Rate (in Rs.)		Unit	Total Amount according to estimated quantities
			In Figure	in Words		
1	2	3	4	5	6	7
1.0	1.00	Construction and Development (Civil work) for Transfer station plant of 90 TPD as per Part A of Appendix 3.			No.	
2.0	1.00	Supplying, Erection and Commissioning of Machines / Equipment for Transfer station plant of 90 TPD as per Part B of Appendix 3.			No.	
3.0	1.00	Operation & Maintenance cost for 1st year (rate per TPD)			M.T	

Note –

1. Financial bid has to be submitted online only.
2. The bidder shall have to quote rates Exclusive of GST.
3. Bidder has to quote the Lump sum rate in the given format for required civil, machine and equipment & O&M work.
4. The bidder quoting the lowest combined value of Item Nos. 1 and 2 shall be considered the L-1 bidder. Subsequently, the L-1 bidder shall be required to match the lowest tipping (Operation & Maintenance cost as given in item no 3) fee quoted amongst all technically qualified and eligible bidders.
5. The Authority shall retain the exclusive right to negotiate such rates with the Contractor, if deemed necessary, in the interest of the project.

Appendix

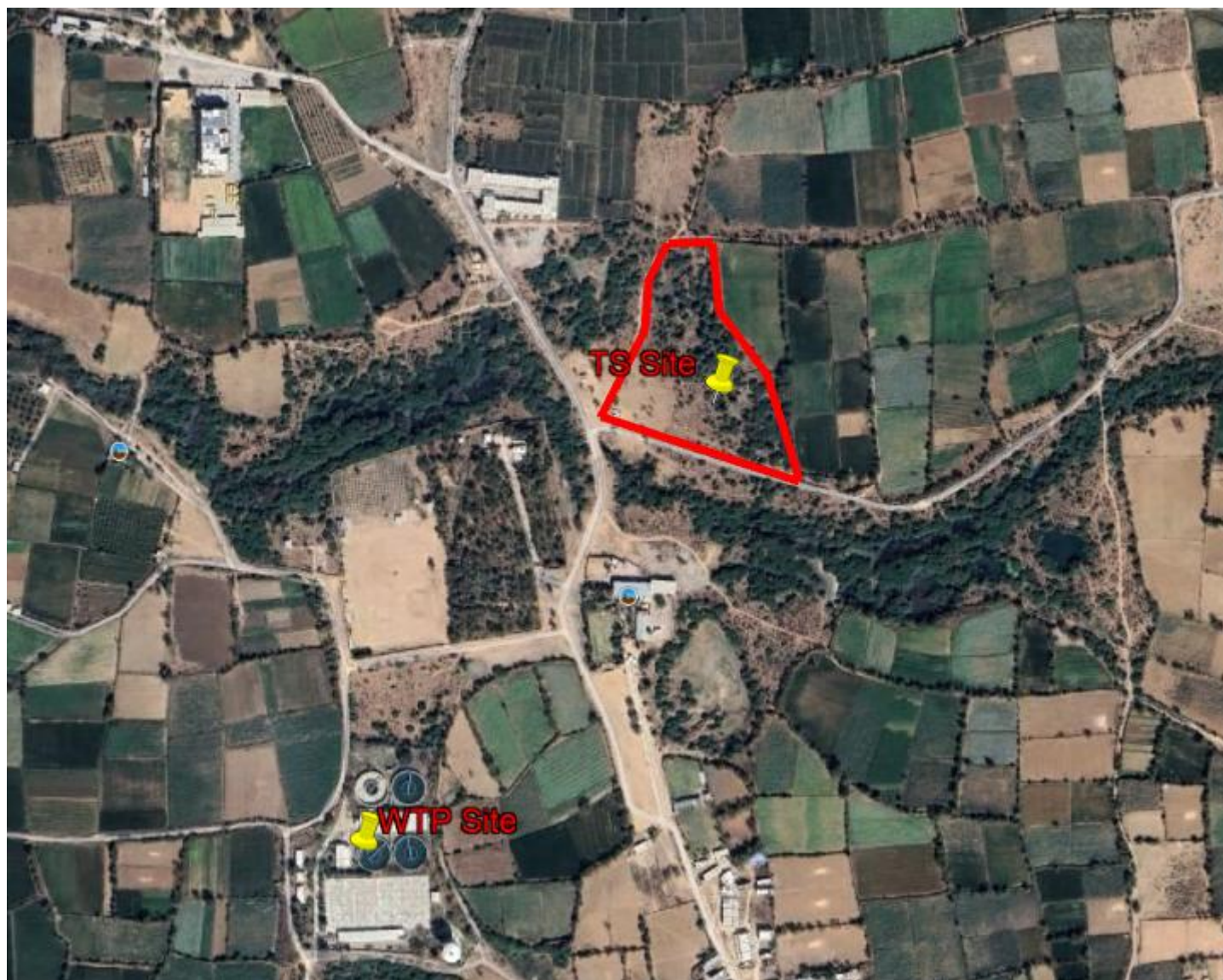
Appendix-1: Project Information Memorandum

1. Details of existing site

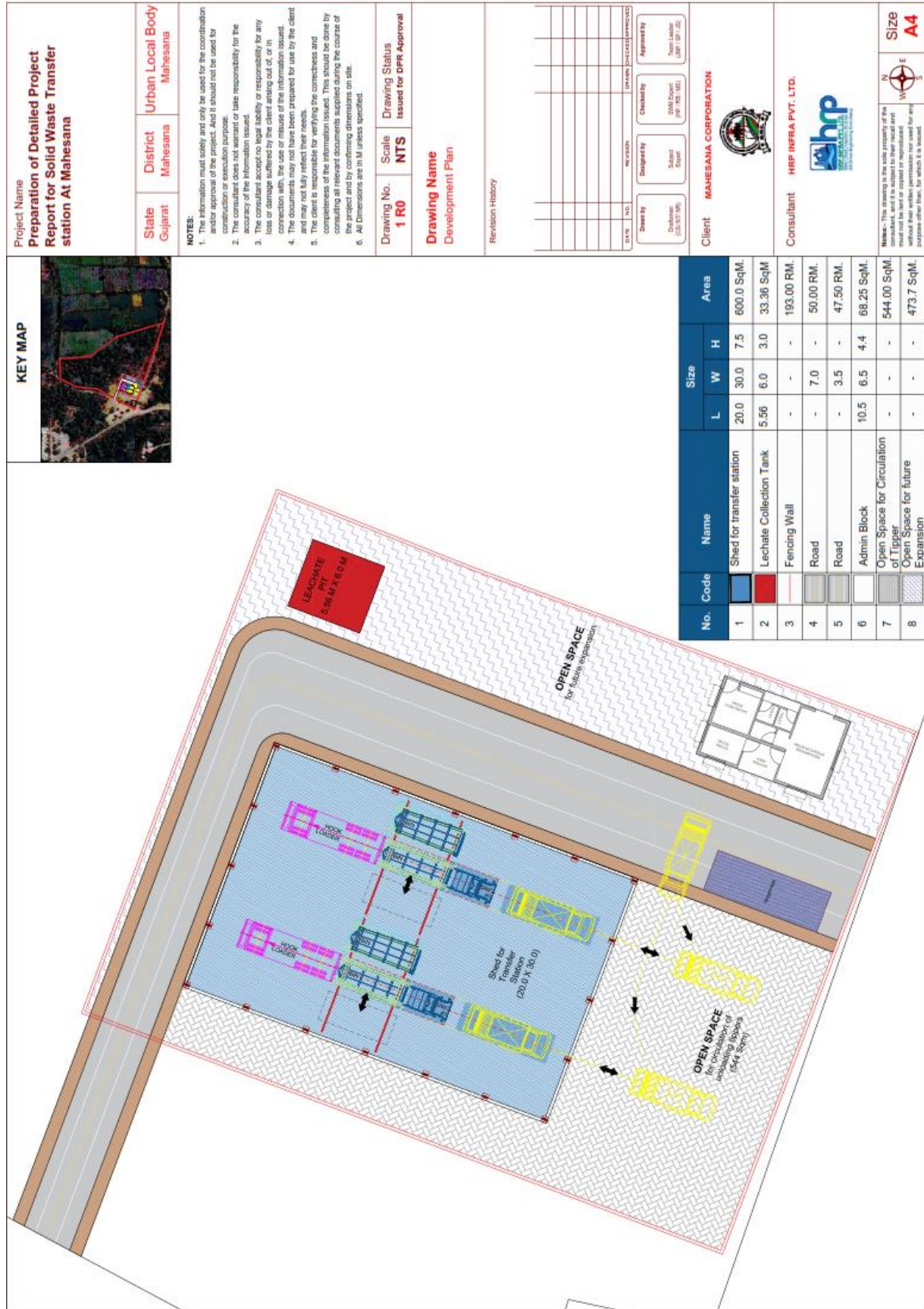
The following is the location details of the existing site-

Sr. No.	Description	Details
1.	Transfer station Site Name	Dediyasan Site Near WTP
2.	Transfer station Site Location Coordinates	23°36'10.11"N 72°20'38.26"E
3.	Area of Site	2.48 Hectare.
4.	Proposed area Required	0.23 Hectare.
5.	Estimated Capacity of Transfer station	90 TPD

2. Site location



3. Proposed Tentative Drawings



Preparation of Detailed Project Report for Solid Waste Transfer station At Mahesana

State	District	Urban Local Body
Gujarat	Mahesana	Mahesana

NOTES:

1. The information must solely and only be used for the coordination and/or approval of the project, And it should not be used for construction or execution purpose.
 2. The consultant does not warrant or take responsibility for the accuracy of the information issued.
 3. The consultant accept no legal liability or responsibility for any loss or damage suffered by the client arising out of, in connection with, the use or misuse of the information issued.
 4. The documents may not have been prepared for use by the client and may not fully reflect their needs.
 5. The client is responsible for verifying the correctness and completeness of the information issued. This should be done by consulting all relevant documents supplied during the course of the project and by consulting with the relevant staff on site.
- All Disputations are in vain, subject to arbitration.

Drawing No.	Scale	Drawing Status
3 R0	NTS	Issued for DPR Approval

Drawing Name
Detail of Leachate Tank

Revision History


[illegible]

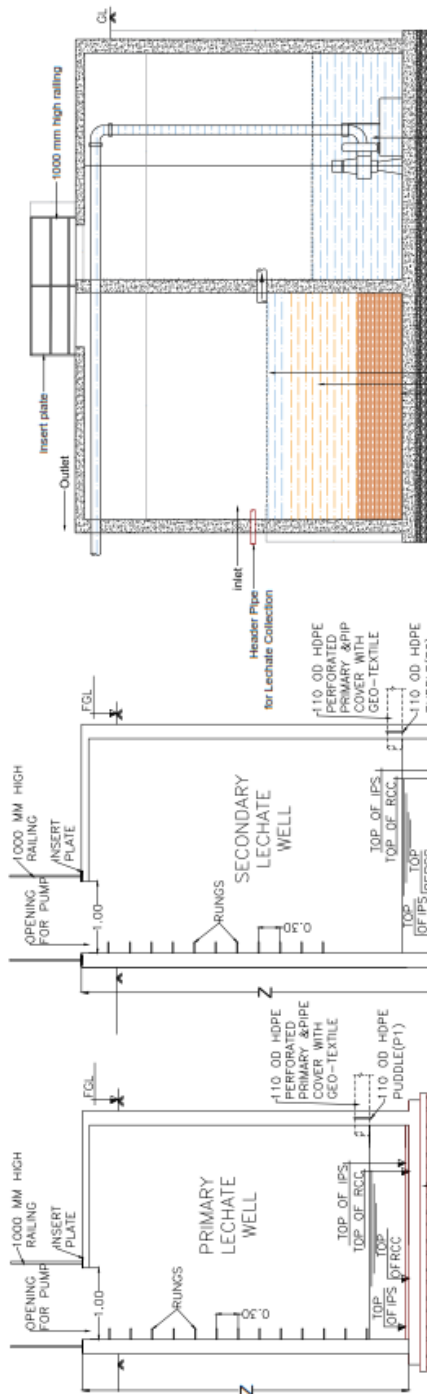
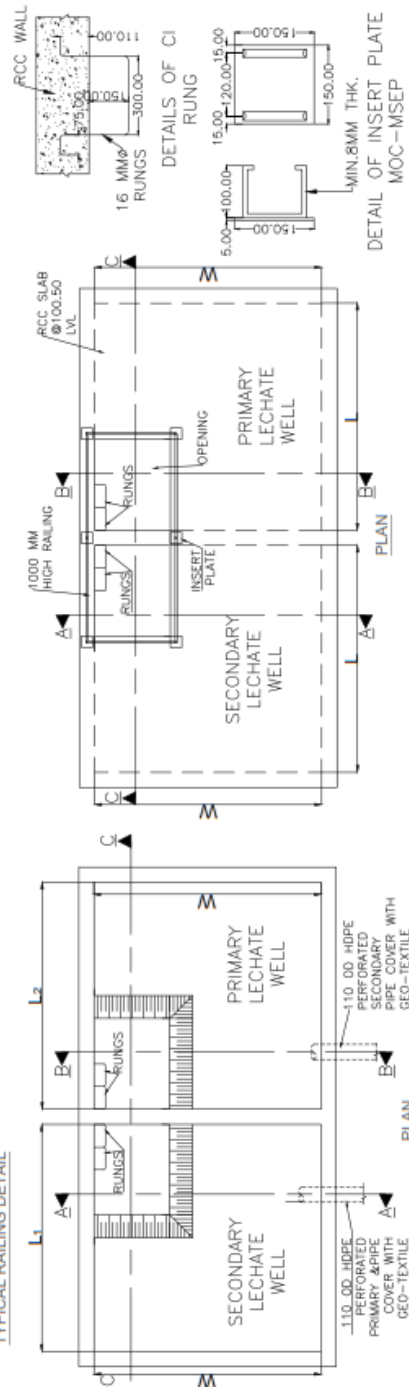
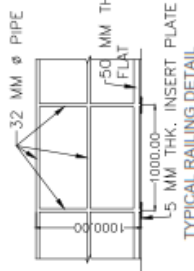
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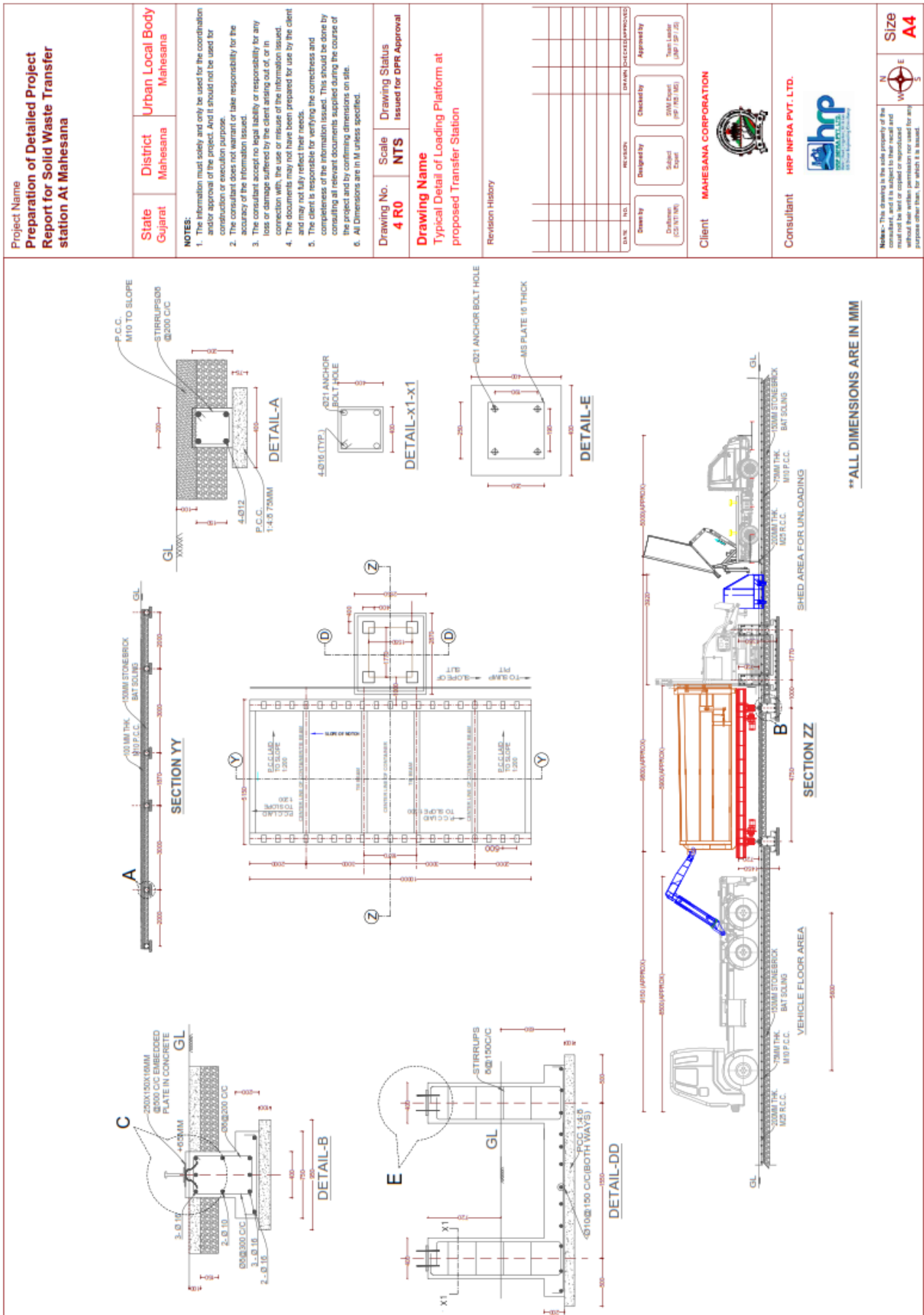


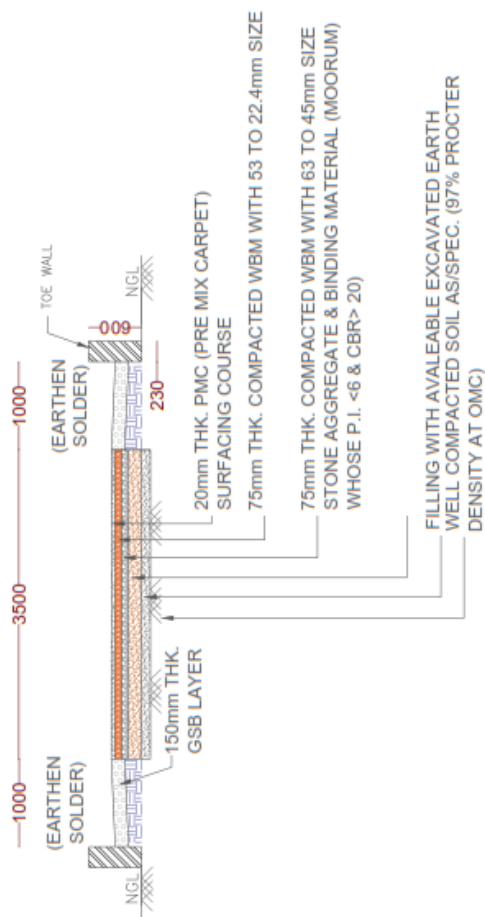
Consultant



<p>Release:- This drawing is the sole property of the consultant, and it is subject to their recall and must not be lent or copied or reproduced without their written permission nor used for any purpose other than, for which it is issued.</p>		<p>Size A4</p>
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$$\begin{aligned} L &= (L1 + L2) = 6 \text{ m} \\ W &= 5.56 \text{ m} \\ H/D(Z) &= 3 \text{ m} \end{aligned}$$






Project Name

District

NOTES:

1. The information must solely and only be used for the coordination and/or approval of the project. And it should not be used for constitution or execution purposes.
 2. The consultant does not warrant or take responsibility for the accuracy of the information used.
 3. The consultant accept no legal liability or responsibility for any loss or damage suffered by the client arising out of or in connection with, the use or the misuse of the information used.
 4. The documents may not have been prepared for use by the client and may not reflect their needs.
 5. The client is responsible for verifying the correctness and completeness of the information used. The client is also responsible for consulting all relevant documents supplied during the course of the project and by continuing documents in use.
- All Dimensions are in M unless specified.

Drawing Status

Drawing Name

Revision History

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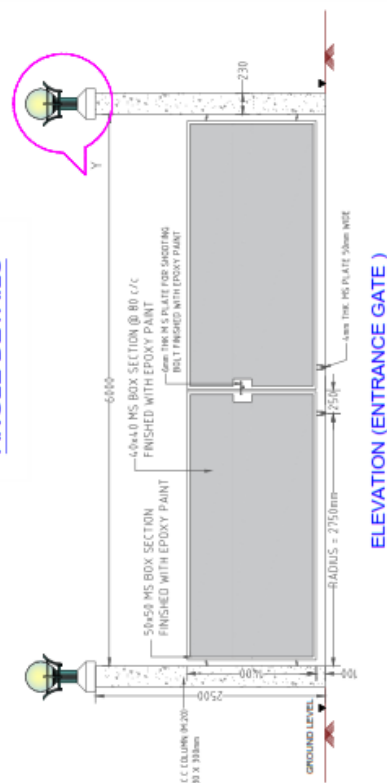
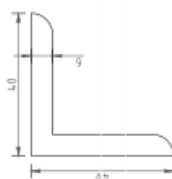
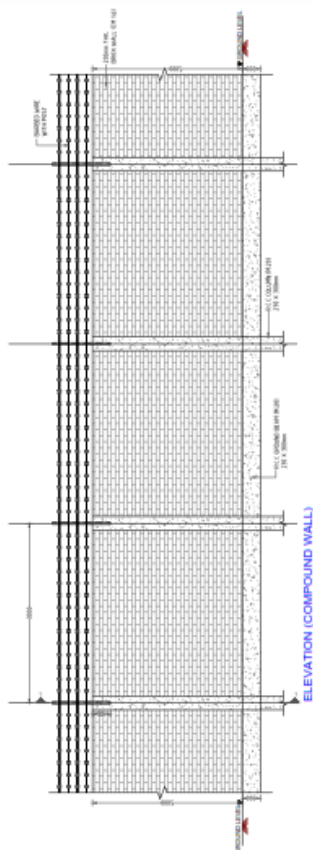
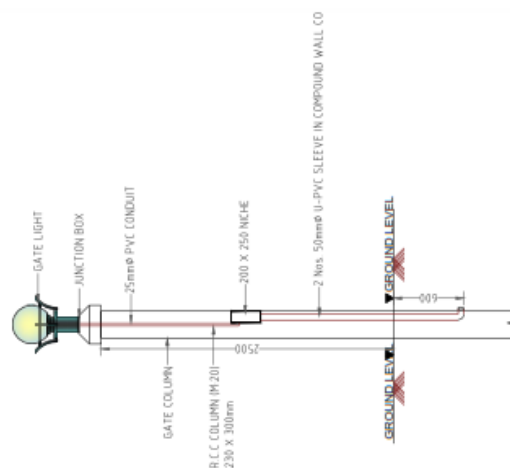
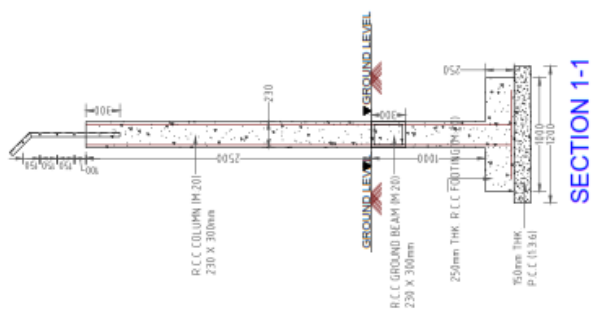
Client **MAHESANA CORPORATION**



Consultant **HRP INFRA PVT. LTD.**

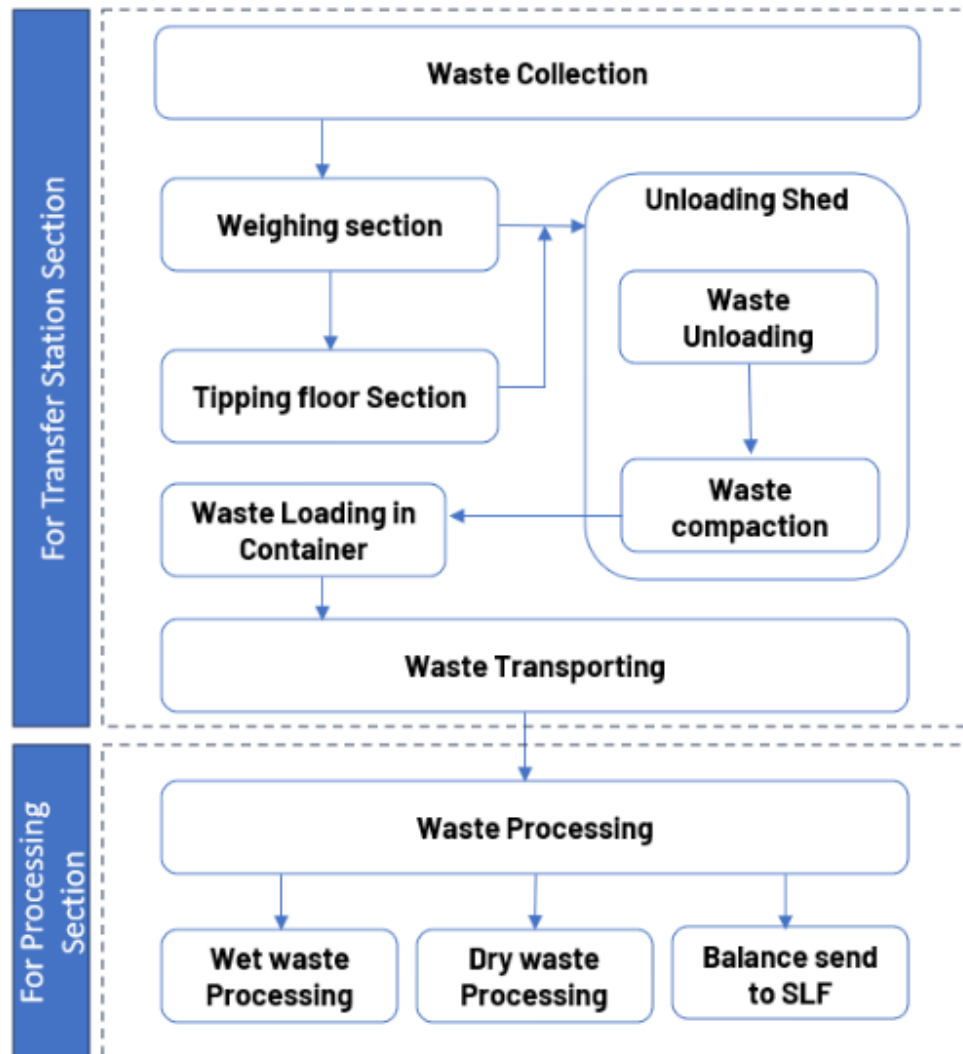


Notes:- This drawing is the sole property of the consultant, and it is subject to their recall and must not be lent or copied or reproduced without their written permission nor used for any purpose other than, for which it is issued.

Size **A4**

Appendix-2: Process flow of Transfer station Plant

1. Process Over view



Waste Collection: Waste collection is the process of removing waste from homes, businesses, and other sources. The waste is typically collected by trucks or vans that are equipped with containers for different types of waste.

Weighing Section: Collected waste is processed through this part, where its weight is determined and recorded in a measurement book.

Tipping Floor Section: Throughout the breakdown phase, collected waste is unloaded straight into this section.

Unloading Shed: Compaction section and Unloading section are the two sections of the unloading shed.

- **Unloading section:** In this section Waste is loaded into a hopper that is attached to a static compactor in the unloading portion. The waste will be moved into the static compactor by the hopper.
- **Compaction section:** In this section Waste is Compacted and push it towards the loading area.

Waste Loading Area: Compressed waste is loaded into a container and set in the loading area. For the collection of compacted garbage, there are 2 numbers of containers available. One container is being filled as another is waiting in line. Second batch of containers are placed in front of the static compactor for filling after the first batch is completely filled, using the transverse mechanism that is provided under the containers.

Waste Transporting: Using a hook mechanism that is affixed to the vehicle and is referred to as a hook loader, filled containers are loaded into the vehicle. This hook loader is transported immediately to the processing facility to continue processing the waste.

Waste Processing: Waste Processing includes three parts i.e., Wet waste processing, Dry waste processing and Inert Disposal.

Appendix 3: Project Development Specifications

The plant is proposed to have a capacity to process at least 90 MT per day of Municipal waste keeping in the view of future expansion need. The following are the minimum requirements of infrastructure for Transfer station Plant.

No	Item	Minimum Requirement
		(Dediyasan site Near WTP)
Part A - Summary of Infrastructure Requirement for 90 TPD Transfer station Plant		
1.	Construction of Shed Including Unloading section, loading section & Container traversing system for Roll on Roll off Container	600.00 SQM
2.	Construction work for Loading area and Static compactor	300.00 SQM
3.	Construction of Leachate Storage Tank	100.00 CUM
4.	Construction of Admin cum Weighbridge Operator Room	68.25 SQM
5.	Construction of Roads (3.5 m Wide)	47.50 SQM
6.	Construction of Roads (7.0 m Wide)	50.00 RM
7.	Construction of Compound Wall with Entrance Gate	193.00 RM
8.	Electrification work including inside wiring & Installation of Transfer station as per requirement	Transformer 250 Kva capacity
Part B - Summary of Machine/Equipment's Requirement for 90 TPD Transfer station Plant		
9.	Design, Construction, Fabrication, Supply, Erection of Plant, Machineries & Equipment's for- Static Compactor with Hopper	2.00 Nos
10.	Design, Construction, Fabrication, Supply, Erection of Plant, Machineries & Equipment's for- Container Traversing system for Roll-on-Roll -off Containers	2.00 Nos
11.	Design, Construction, Fabrication, Supply, Erection of Plant, Machineries & Equipment's for- Roll-on-Roll-off Containers (20 CuM Capacity)	4.00 Nos
12.	Procurement of- Hook Loader (Truck - Min 28 Ton Capacity)	2.00 Nos
13.	Construction and installation of Calibrated Weigh Bridge including Civil Works (60 to Capacity)	1.00 Nos

(i) Minimum Specifications of Civil Work

No	Item	Minimum Specifications
		(Dediyasan site Near WTP)
1.	Construction of Shed Including Unloading section, loading section & Container traversing system for Roll on Roll off Container	The shed (7.5 m Eave height) should have Brick wall up to 2-3 m and M. S. sheets with suitably designed trusses, purlins, columns and RCC foundation. The Floor must be stable, durable and impervious and should be constructed with an appropriately designed combination of RCC and PCC.
2.	Construction work for Loading area and Static compactor	Static compactor Foundation are design to carry vibration during Operation and strong enough with suitable RCC work.
3.	Construction of Leachate Storage Tank	The Developer shall, construct leachate collection tank(s) and provide a leachate collection network. i. ensures that the leachate from the Waste Transfer Facility is carried to the Leachate Collection Tank without any stagnation (except in storage/holding tanks) ii. The leachate so collected shall be treated to required standards as per pollution control board.
4.	Construction of Admin cum Weighbridge Operator Room	The Office Building shall be designed to house the main office, meeting hall and other support services. The building should be RCC framed structure with masonry wall. The building should be designed complying to all relevant Indian Standard codes and National Building Code. The building should be complete in all respect with all necessary fixtures for doors & windows, water supply and electrical installation and suitable finishing for flooring and walls.
5.	Construction of Roads (3.5 m Wide)	The Developer shall provide and maintain good quality motorable roads. There shall be 3.5 m. wide road & 7.0 m wide road with shoulder on either side with adequate drainage slop. The Specifications shall be used as per SOR of Govt. of Gujarat. Following are the minimum requirement for pavement: • Sand layer of required thickness overlaid by geotextile sheet (GSM 250) • Granular Sub Base (GSB) of designed thickness. • Wet Mix Macadam (WMM) layer of designed
6.	Construction of Roads (7.0 m Wide)	

No	Item	Minimum Specifications
		(Dediyasan site Near WTP)
		<p>thickness.</p> <ul style="list-style-type: none"> • Dry Lean Concrete (DLC) layer in cement concrete of proportion 1:2:4 • Interlocking concrete paver blocks, having minimum thickness of 100mm and crushing strength not lesser than 45N/mm², laid over a layer of 45mm. thick uniformly graded river sand with a mechanical compactor.
7.	Construction of Compound Wall with Entrance Gate	<p>The entire Boundary Wall with Gate surrounding the transfer station facility with 1 entrance gate. The Developer shall construct 2.5 m. high compound wall constructed in brick masonry over Un Coursed Rubble Masonry (UCR) duly plastered with cement mortar. On top of the compound wall, Concertina barbed razer tape coil of appropriate diameter, width and guage shall be provided. The total height of the compound wall with Concertina barbed razer tape coil shall not be less than 3.0m.</p>
8.	Electrification work	<p>A HT or LT electric power connection has to be obtained from state electricity boards from the nearest substation.</p> <ul style="list-style-type: none"> - Power for processing machines- 35 KW - Power for other amenities-25 KW - Power Connection Required- 60 KW

(ii) **Minimum Specifications of Machines and Equipment's**

Weigh bridge

An electronic weighbridge of adequate capacity is to be installed at the entrance to monitor the quantity of incoming and outgoing waste at the plant With All Civil work having capacity of more than 60 Ton.

Static Compactor with hydraulically operated Bin cart loading mechanism: -

The equipment is designed to receive garbage from Mini Tippers and compact the same into Roll on-Roll-off containers which are then picked up by Hook Loaders and transported to the processing plant. The salient features of this equipment are that this is provided with a hydraulically operated bin cart loading mechanism which receives the garbage from mini tippers and load the garbage into the charge box of the Static Compactor. The offered Static compactor consists of the following: -

- a) Static/ Stationary Compactor having a Charge Box Volume of 3 Cu.M. maximum and is fitted with 15 KW Electric Motor
- b) Charge Hopper
- c) Hydraulic Compaction Container Coupling
- d) Hydraulic Vertical Locking Mechanism
- e) Hydraulically operated Bin Cart loading mechanism
- f) Container Traversing/ Change Over System

The detail Technical Specification of Static Compactor unit is attached.

Container Traversing System: -

Each Stationary Compactor should be provided with a Rail Mounted Container Traversing System/ change over system. Each traversing system is designed to handle two number Roll-on Roll-off Containers and shall consist of two numbers electrically operated shuttle cars (transfer car) moving on Rails for placing empty containers and shifting loaded containers when detached from the static refuse compactor.

The Technical Specifications of the Container Traversing System is enclosed.

Hook Loaders: -

The hook loader suitable to be mounted on 28 T GVW Truck Chassis and is suitable for handling 20 Cum capacity container and is designed to pick-up the loaded Roll-on Roll-off container from the transfer station, transport, dumping the material by hydraulic tipping at the dumping ground and thereafter transport the empty container back to the transfer station and unload the same at the Transfer Station.

The Technical Specifications of the Hook Loaders is enclosed.

Roll-On Roll-Of Container: -

The closed type Roll-On Roll-Of containers of 20 Cu.M are compatible with Hook loader and the stationary compactor installed at transfer stations. The container has mechanical locking arrangement to lock them with the stationery compactor while loading the refuse and is provided with a discharge door for discharging the material at the dumping ground through hydraulic tipping by the Hook loader.

The Technical Specifications of the Roll-On Roll-Of Container is enclosed.

TECHNICAL SPECIFICATION OF STATIC REFUSE COMPACTOR WITH HYDRAULICALLY OPERATED BIN CART GARBAGE LOADING DEVICE

General: -

The offered System consists of Static Compactor suitable for receiving municipal Solid Waste from Waste Collection Vehicles into a hydraulically operated bin cart loading mechanism, compacting and loading into Roll-on-Roll off containers for further handling through Hook Loaders. The offered System Consists of the following: -

- Static Compactor with Hydraulic Compaction Container Coupling, Hydraulic Vertical Container Gate Opening/Closing Mechanism and a Hydraulic Push-Pull Cylinder.
- Hydraulically operated Bin Cart loading mechanism
- Container Traversing/Change Over System

as per the specification given below: -

Static Compactor

- Compactor in heavy duty design with extra strong sheet thickness with horizontally operating straight single cylinder system
- Hydraulic System comes with regenerative control for faster cycle time
- Fail safe hydraulic ram control without limit switches, press plate comes in low maintenance plastic guides
- Container 75% full warning as standard

- Extra pressure boost and automatically plate positioning for closure operation
- Control Panel with main switch, emergency stop button, function button and function lights
- All, hydraulic functions are controlled via a central, maintenance free valve Hydraulic Unit with oil filter and oil level gauge.

• Charge box volume approx.	3 m ³
• Compaction cycle time	42 sec
• Theoretical volumetric capacity	257 m ³ /hr
• Normal compaction force	330 kN
• Max compaction force	380 kN
• Compaction Density	0.75 – 0.8 T/ m ³
• Motor Power	15 kW
• Power Supply	440 V

Hydraulic Compaction Container Coupling

The Hydraulic Container Coupling consists of a pair of hydraulically operated Hook with lever which pulls, align and attaches the container to the compactor unit before loading the garbage into the container. After the container is loaded the Hydraulic Coupling releases the container which is detached from the compactor before lifting by the Hook Loader.

Hydraulic Vertical Container Gate Opening/Closing Mechanism

The Container opening is provided with a sliding steel gate. The Gate is lifted by a hydraulic vertical mechanism before loading the garbage into the container. After the container is loaded, the hydraulic vertical mechanism pushes the container sliding gate downward and closes the opening. The complete Operation is controlled by means of push buttons.

Hydraulic Push Pull Cylinder

A hydraulic Push-pull cylinder is provided for pulling the empty Roll-on-Roll off container towards the compactor unit and pushing it back after the container is full.

Hydraulically operated Bin Cart loading mechanism

Each compactor unit is provided with mild steel Bin Cart having a garbage holding capacity of 3.5 Cum and is designed to receive garbage from Mini Tippers and load into the receiving hopper of the static compactor. The Bin cart loading device can be Rear loading, left or right-hand loading as may be decided during finalization of Order.

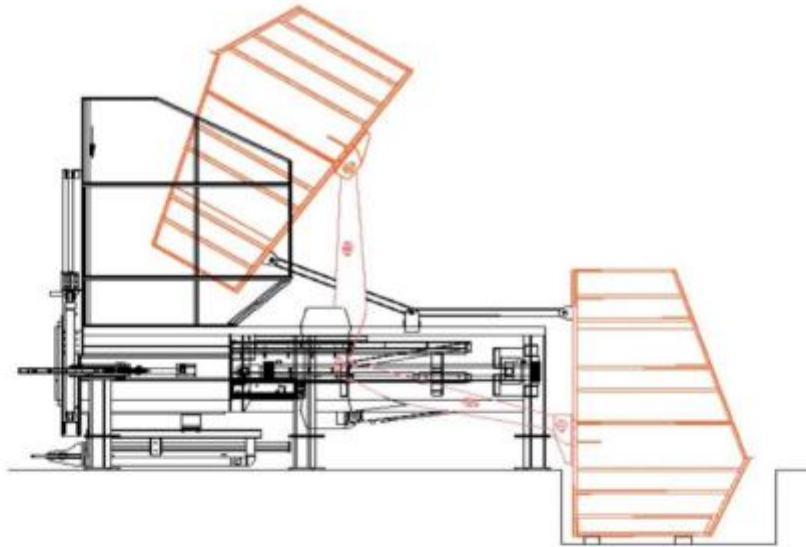


Figure 3 Loading Mechanism in Hopper

TECHNICAL SPECIFICATION CONTAINER TRAVERSING SYSTEM

Each Stationary Compactor should be provided with a Rail Mounted Container Traversing System/change over system. Each traversing system is designed to handle two number Roll-on-Roll-off Containers and shall consist of two numbers electrically operated shuttle cars (transfer car) moving on Rails for placing empty containers and shifting loaded containers when detached from the static refuse compactor.

The Traversing System for each Static Compactor shall include the following: -

1. Rail Track of minimum length 10 metres including anchor plates and clamps for fixing rails.
2. Shuttle cars (transfer car) – 2 Nos. suitable for carrying and moving a loaded Container.
3. 04 Nos. Electric Motor (02 Nos. 3 phase 415 V 1 HP for each transfer car) with all control systems including electric cables suitable for operation of the Shuttle cars (Transfer car)



Figure 4 Roll on Roll off System

TECHNICAL SPECIFICATIONS OF HOOK LOADER

Product Description:

Truck Mounted Hook Loader, suitable for lifting 20 M³ capacity container is designed to pick up the loaded or empty Roll on – Roll off containers, transport, dumping of material and thereafter unload the skip containers safely and faster.

The telescopic Jib enables proper load distribution on the chassis.

Technical Features:

Designed to handle containers of 20 M³ capacity. The dumping mode is achieved by operating the main rams, actuating arm and tilting frame, with jib extended, pivoting around the rear shaft.

- A sub-frame made out of bend steel plates and cross members is mounted on the truck chassis frame.
- A tilting frame hinged to the sub frame with a steel shaft carry the rear centering rollers.
- A main arm hinged on the tilting frame with a mechanical locking mechanism allows the dumping mode.

A telescopic jib, sliding in the arm, supporting a wide-open lifting hook enables loading of container.

Hydraulic Specifications:

Pump - High Performance Vane Type Pump

Controls - Low pressure hydraulic – Manual

Filter - 10 micron, return line with replaceable cartridge

Arm cylinders (lift cylinders) - 2 Nos., Double Acting, equipped with counter balance valves and built in by pass valves.

Jib cylinder (slide cylinders) – 1 No., Double Acting, equipped with built in counter balance valve Hoses, tubes & fittings.

Container Locking Cylinder - 1 No., Double Acting

Boom Locking Cylinder - 1 No., Double Acting

Stabilizers are provided at suitable locations along the rear of the vehicle to ensure vehicle stability during the loading & unloading cycle of operation.

All Hydraulic Cylinders, allied components and all hydraulic pumps shall be supplied from manufacturer of ISO certified company.

- SAFETY DEVICES**
- Safety valve prevents jib operation during dump Mode
 - Automatic locks on arm
 - Slide through container catches

Truck Chassis

The hook loader is suitable to be mounted on 3 Axle Truck Chassis of 28 T GVW, BS- VI of TATA/Ashok Leyland /Eicher/Mahindra or equivalent to be supplied by client. The Chassis shall be with Driver Cabin fitted with PTO and Hydraulic Pump.

Welding

Structure welding confirming to relevant IS standards.

Hook for Lifting

The hook for lifting the Compactor Unit would be integral to the structure. It shall be provided with the necessary reinforcement to handle the design weight for lifting with adequate factor of safety. The shape and size would as per design of the lifting tackle.

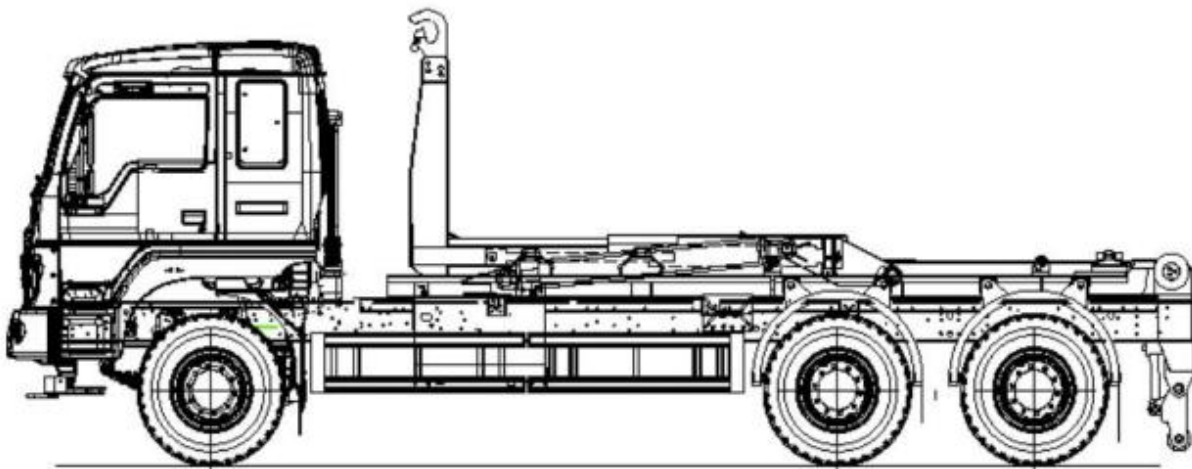


Figure 5 Hook Loader

CONTAINERS OF 20 CU.M VOLUMETRIC CAPACITY COMPATIBLE WITH THE HOOK LOADER

1. GENERAL DESCRIPTION: -

The closed type containers will be compatible with Hook loader, and the stationary compactor to be installed at transfer stations. The container will have rear door opening by ratcheting arrangement for loading refuse at the Transfer Station. They will also have mechanical locking arrangement to lock them with stationery/portable compactor while loading the refuse.

2. TECHNICAL SPECIFICATION: -

- | | |
|-----------------------|-------------------------------------|
| • Volumetric Capacity | 20 Cu.M |
| • Floor Plate | 5 mm reinforced with hollow section |
| • Side Panels | 3 mm reinforced with hollow section |
| • Rollers | 2 Nos. rear side |
| • Material | As per BIS 2062 |

The design of container shall be compatible to the Hook Loader with all safety arrangement i.e., locking while tipping etc.

Proper sealing arrangement shall be provided to the container to avoid spillage of garbage & leachate during transportation.

The container shall have arrangement to collect leachate formed during compaction and the same shall not spill on road during transportation.

The container shall be painted with anti-corrosive paint from inside & outside. All the containers shall be numbered for an identification & record purpose.

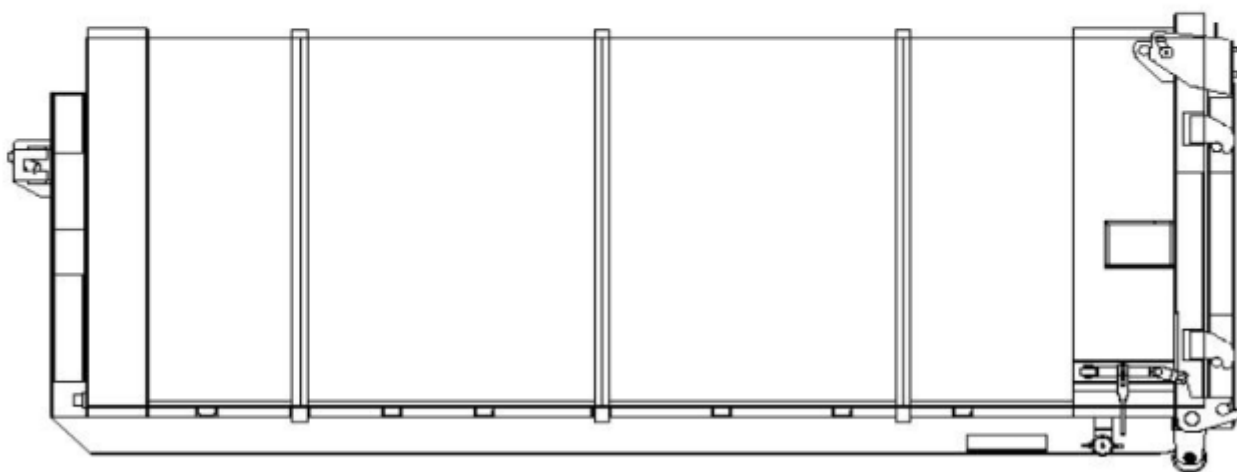


Figure 6 Container

(iii) Abstract and Bill of Quantities (BOQ) of civil work

As attached with the RFP document

(iv) Proposed Key plan of Plant and drawings

As attached with the RFP document

Note –

- *Proposed Plan and drawings will be for indicative purpose only, may be change as per actual site condition and at the time of submission of detailed implementation plan.*
- *Tentative Drawings and estimate are attached with the bid document bidder has to provide and submit detailed drawing of each civil component with detailed specification and estimate and verified and take approval from the engineer in-charge before execution of work.*

Appendix 4: Environment Management and Monitoring Plan

Considering the factors affected in the process of Transfer station following mitigations can be adopted during work:

1. The four common environment impacts from an activity that may affect the surroundings are:
 - Dust
 - Noise
 - Smoke
 - Odour.
2. The purpose of the Environment Management Plan (EMP) is to mitigate potential emissions from various activities associated with the processing facility. This includes understanding and incorporating mitigation measures by the designers and the contractors to ensure that the emissions at site boundary are within the required CPCB and PPCB limits.
3. The EMP will adhere to the guidelines stipulated in the —MSW (Handling & Management) Rules 2000 of Ministry of Environment & Forest, Govt. of India and also the norms stipulated by CPCB and PPCB.

4. Air Emissions

The unloading as well as processing of the waste would generate dust. These activities would be carried out under covered areas so as to reduce such emissions. Dust (fugitive emissions suppression systems) Water Sprinklers to be sprayed at all unloading points. It is to be ensured that no fresh water shall be required for dust suppression. Treated waste water to be used for washing /unloading areas/roads to suppress dust. The unloading as well as processing of the waste would generate dust. These activities would be carried out with water sprinkling system so as to reduce such emissions.

5. Noise Pollution

The sources of noise pollution include truck traffic, waste compaction processing systems. Where necessary, enclosures would be provided to ensure that noise levels do not exceed the prescribed standards (85 dBA at 1 m distance from the equipment). For the worker's safety earplugs would be provided and equipment's would be maintained to ensure optimum working conditions.

As per CPCB norms (March 2017) and Under Rule 5A noise(Regulation and Control) Rules 2000: Restrictions on the use of horns, sound emitting construction equipment's and bursting of fire crackers:- sub rule(3) Sound emitting construction equipment's shall not be used or operated during night time in residential areas and silence zones. Also Periodical monitoring of noise will be done to adopt corrective actions wherever is

needed. To control the noise pollution regular preventive maintenance of equipment to be carried out. Regular and proper maintenance of noise generating machineries to avoid noise increase.

6. Moving Equipment's

There are a large number of moving equipment in the Processing Plant and accidental occurrences can take place in few of the equipment, as mentioned below:

- **Front-End Loaders:** Commonly used for moving waste materials, front-end loaders can pose risks due to poor visibility, overturning, or striking workers and objects in the operating area.
- **Compactors:** Waste compactors reduce the volume of waste for efficient transport. Accidents may occur due to entrapment, mechanical failures, or improper use of safety interlocks.
- **Hydraulic Lifts and Platforms:** These are used for lifting waste containers or machinery. Failures in hydraulic systems or improper load handling can lead to crushing injuries or falls.
- **Dump Trucks and Transfer Trailers:** These vehicles present collision risks, especially in confined areas. Accidents often occur during reversing, loading/unloading, or when drivers have limited visibility.
- **Roll on Roll off traversing system:** Broken winch cables or hydraulic leaks can cause uncontrolled container movement. Worn-out wheels or track misalignment can lead to derailments or jerky motion.
- **Drives:** All moving parts like V-belts, tail end and head end pulleys, sprockets etc. will be covered using appropriate safety guards.

To avoid all those accidents, safety features will be built in the equipment design, use proper safety guard and equipment for Labor and proper training will be covered using appropriate safety guards.

7. Waste Water management

- Adopt Zero Effluent discharge systems.
- All wash-down of vehicles and equipment 's to be done in designated areas and wash water be treated for reuse within plant for suppression for dust.

8. Residual Waste Disposal

In transfer station Activity if any residual waste is generated then it will be sent to nearest land fill in consultation with concerned authorities.

9. Diesel Use

Diesel uses in equipment / gensets/ vehicle movement generates emissions: Necessary pollution control measures to be adopted to reduce emissions.

Note: Information provided in the aforementioned appendix and any section of Bid-document is for primary understanding only and cannot be used as reference in future, Bidders should be responsible for its verification before bidding.

Appendix 5: Operation & Maintenance requirement

To ensure continuous, environmentally compliant and efficient operation of the Transfer Station for receiving, handling, and onward transportation of Municipal Solid Waste (MSW) as per CPHEEO Manual & Solid Waste Management Rules, 2016.

A. Scope of Work

The Contractor shall be responsible for the following:

1. Waste Receiving & Handling

- Receive incoming MSW from primary collection vehicles on daily basis.
- Supervise tipping into hoppers/loading bay/compactors.
- Maintain proper queue management and avoid traffic congestion.
- Immediate loading of secondary transport vehicles to avoid waste storage more than 24 hours.
- Daily maintenance of logbook for quantity received & dispatched.

2. Operation of Transfer Facility

- Tipping platform, ramp area, loading bays, weighbridge, and mechanical compactors (if applicable).
- Ensure no spillage or scattering of waste during operations.
- Maintain adequate lighting, safety barriers and signages.
- Ensure uninterrupted power supply including DG backup (if applicable).

3. Secondary Transportation Coordination

- Ensure timely dispatch of waste in containers/capsules through hook loader.
- Maintain GPS tracking-based records (where provided).
- Ensure no backlog of waste at site.

B. Facility Maintenance & Housekeeping

- Entire Transfer Station premises cleaning minimum twice daily.
- Daily washing of working area with water + disinfectant.
- Efficient leachate management — no stagnation allowed.
- Weekly drain desilting and silt-trap maintenance.
- Pest, rodent & mosquito control at prescribed frequency.
- No littering or uncontrolled odor emissions.

C. Equipment Maintenance

- Regular servicing and preventive maintenance as per OEM.

- Maintain minimum 95% equipment uptime.
- Maintain essential spare stock for critical components.
- Weighbridge calibration once every 6 months.
- Minimum Equipment to be maintained operational (indicative):
 - Mechanical Hopper / Compactor / Conveyor (as installed)
 - Weighbridge System
 - CCTV & Monitoring System
 - Firefighting System
 - DG Set & Electrical Panels

D. Health, Safety & Environment (HSE)

- Adequate PPE for all workers: Masks, gloves, boots, helmets, reflective jackets.
- Periodic safety drills and fire-fighting training.
- First Aid & emergency response kit available on site.
- Ensure compliance with SWM Rules & pollution norms.

E. Manpower Deployment

MANPOWER	NOS OF STAFF	SHIFT
Site Manager	1	1
Transfer station Operator	2	1
Weighbridge Operator	1	1
Security Guard	1	2
Drivers	2	1
Cleaner	4	1
Belder for Transfer station	4	1
Fitter	1	1

Deployment may increase based on waste quantity or seasonal variation & Accordance to the Authority Requirement.

F. Statutory & Legal Compliance

- Labor laws & ESI/EPF compliance.
- Insurance for workers, equipment & public liability.
- Pollution Control Board compliance and record keeping.
- Fire NOC & safety regulation compliance.

G. Record Keeping & MIS Reports

Contractor shall maintain and submit:

Daily reports:

Waste received (tons), number of vehicles

Waste dispatched for processing/disposal

Breakdowns & downtime log

Monthly reports:

Performance indicators & manpower attendance

HSE implementation report

Fuel, water and power consumption statements

H. Contingency Arrangements

- Additional manpower & vehicles during peak periods (festivals, monsoon).
- Standby equipment and backup power generator.
- Coordination with ULB for emergency disposal arrangements.
- Contractor must hand over the facility in good working condition after completion of O&M period.

Volume II- Draft Contract Agreement Format

Draft Contract Agreement Format

This agreement, made on the _____ day of 20**, between the Mahesana [name and address of the ULB] (Hereinafter called as "the Authority") of the first-part and 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_____ for _____ Plant Establishment and Operation & Maintenance cost INR_____ per TPD for 1st year & then after for two year at cumulatively 5% Escalation charge per year on base rate of Operation & Maintenance.

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 Municipal Corporation Mahesana and its subsequent amendments and corrigendum
 - iv. Contractor's submitted Bid documents;
 - 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 Contract Agreement to be executed the day and year first before written.

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

A. General Conditions of Contract (GCC)

1. Definitions

"Authority" means Commissioner of the Mahesana 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 Municipal Corporation Mahesana 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 specifically 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 of execution of the contract agreement, or such date as agreed by the Authority in Written

"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 wherever used.

"ULB" means Urban Local Body located in jurisdiction of the Division of the State of Gujarat.

"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"** were 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; Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing.

2.3 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.

2.4 The Engineer-in-charge 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 No. – _____) With all amendments and

corrigendum

- 3.3 Letter of Award (LoA) and its acknowledgment by the bidder
- 3.4 Contract Agreement
- 3.5 Conditions of Contract:
 - 3.5.1 Part A: General Conditions of Contract and Contract Data with all Annexures;
 - 3.5.2 Part B: Special Conditions of Contract.
- 3.6 Specifications
- 3.7 Drawings and site map
- 3.8 Technical and Financial Bid submitted by the Contractor
- 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 these conditions of contract.

5. Communications

All certificates, notice or instruction to be given to the Contractor by the Authority/Engineer-in-Charge 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

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Authority and the Contractor in the role representing the Authority. 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 part of the work with the prior approval of the Authority 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 10 (B) of his submitted technical bid to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Schedule of Key personnel is the bare minimum requirement of the key personnel to execute this project, however, the contractor shall endeavor to deploy all such resources necessary to implement the project. 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:
- 9.1.1 Which is beyond a party's control
 - 9.1.2 Which such party could not reasonably have provided against before entering into the contract
 - 9.1.3 Which, having arisen, such party could not reasonably have avoided or overcome, and
 - 9.1.4 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 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
- 9.3 Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. 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 workplace.

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.

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 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 15.6.
- 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.
- 15.6 Arbitration
 - (a) Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 15.6 (b). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
 - (b) There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
 - (c) The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.
 - (d) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/ or the Authority, as the case may be, and their respective assets wherever situated.
 - (e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

16. Approval by the Engineer-in-charge

- 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-in-charge 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-in-charge 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 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 exclusive of GST and inclusive of other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.

22. Quality Control

22.1 Identifying Defects

22.1.1 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.

22.1.2 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

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

22.2.2 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.

22.2.3 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.

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 judgment 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; 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-in-charge 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-in-charge 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 after defect liability period 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 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 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 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 for the successful execution of the project shall be arranged by the contractor at his own cost.
- (ii) The Authority shall provide access to the land earmarked to the contractor for implementing the project.
- (iii) The Authority shall facilitate and provide documents/ endorsement letters, if any necessary for clearances, permits, approvals, authorizations, and no objection certificate, which are required by the contractor to execute the project. It is clarified that all necessary clearances, permits, approvals, authorizations, and no objection certificate including Water and Power arrangements inside the plant area (ULB will provide only power arrangements up to plant boundary) shall be the role and responsibilities of the selected contractor.
- (iv) The Authority shall permit the contractor to carry out the project till the conclusion of the Contract Period of as mentioned in the RFP or any extension thereof as granted by the Authority in writing.

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 in writing.

- (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.
- (v) The contractor shall be responsible to obtain necessary clearances, permits, approvals, authorizations, and no objection certificate required for execution of the work.
- (vi) The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the selected contractor.

2. Compliance to Law, Rules and Regulations

The contractor shall abide with all the rules 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:

1.3. 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.

1.4. 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*****

Drawings and Key plan

Successful Bidder has to submit detailed drawing item wise with implementation plan and take approval from authority.

Tentative Bill of Quantities (BOQ) Civil work

The Successful Bidder has to submit detailed estimate item wise with implementation plan and take approval from authority.