



Brahmapur Municipal Corporation

No.-11490

Date:-03.07.26

REQUEST FOR PROPOSAL(RFP)

For

CONSTRUCTION AND SETTING UP OF ANIMAL CARCASS INCINERATION PLANT IN BRAHMAPUR FOR SMALL ANIMALS INCLUDING SUPPLY, INSTALLATION, OPERATION, MAINTENANCE AND MANAGEMENT FOR 03 YEARS.

Commissioner, Brahmapur Municipal Corporation, invites proposals from reputed Agencies for Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years. Interested agencies may participate for this tender and submit their proposal. The detailed Request for Proposal (RFP) document can be downloaded from BeMC website: www.berhampur.gov.in and www.tendersodisha.gov.in from **11:30 AM of 10.07.26 till 05:00PM of 27.07.26**. The last date of receipt of hard copy for technical and financial bids is 28.07.26 till **03:30 PM** and the same would be opened on **28.07.26 at 04:30 P.M.** **The Pre-bid meeting** is scheduled on **17.07.26 at 11:30 A.M.** in the OSWAN Hall, Brahmapur Municipal Corporation, near Ramalingam Tank Rd, Gandhi Nagar, Brahmapur, Odisha 760001.

Further details can be seen from the e-Procurement portal <https://www.tendersodisha.gov.in>. Any addendum/ corrigendum/ cancellation of tender can also be seen in the said website.

BeMC reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BeMC reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No.-17961

Dt.-01.12.2025

Copy submitted to the Director, Municipal Administration and Ex-Officio Addl. Secretary to Govt in H. & U.D. Dept., Govt. of Odisha, Bhubaneswar for favor of kind information.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No.-17962

Dt.-01.12.2025

Copy submitted to the Collector & DM, Ganjam, Chatrapur/Project Director, DUDA Ganjam, Chatrapur for favor of kind information with a request to please display a copy of this Notice with the Annexure in his Office Notice Board for wide circulation and information of all concerned.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No.-17963

Dt.01.12.2025

Copy forwarded to City Engineer/ CFO / All Executive Engineer/Asst. Ex. Engineer/Junior Engineer/
HMO(PWD) /Dealing Assistants, PWD Section for information and necessary action.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No.-17964

Dt. 01.12.2025

Copy submitted to the Hon'ble Mayor, Brahmapur Municipal Corporation for kind information.

Sd/
Commissioner
Brahmapur Municipal Corporation

Memo No.-17965

Dt.01.12.2025

Copy to Office Notice Board / Spare Copies to the Concerned Files for reference and record and
information of all concerned.

Sd/
Commissioner
Brahmapur Municipal Corporation

REQUEST FOR PROPOSAL
Setting Up of Animal Carcass Incineration Plant
in Brahmapur for Small Animals including Supply,
Installation, Operation, Maintenance and Management for 5
years

Bid Identification No. BMC(BAM)/329/2026-27

Date: 03.07.26

Tender ID:

BRAHMAPUR MUNICIPAL CORPORATION

Ramalingam Tank Rd, Gandhi Nagar,

Brahmapur, Odisha 760001.

Website:-www.berhampur.gov.in

Request for Proposal

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

DATA SHEET

Sl.No.	Particulars	Details
1.	Name of the Authority	Commissioner Brahmapur Municipal Corporation(BeMC), Ramalingam Tank Rd, Gandhi Nagar, Brahmapur, Odisha 760002
2.	Method of Selection	Quality & Cost Based Selection(QCBS)
3.	Proposal Validity	180 Days
4.	Availability of RFP	10.07.26 from 11:30 AM onwards
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Pre-bid queries shall be sent by 08/12/2025 by 5:00PM / Mcbemc08@gmail.com
6.	Pre-bid meeting	The pre-bid meeting shall be held on 10/11/2025 at 11:30 PM at OSWAN Hall, Brahmapur Municipal Corporation (BeMC), Ramalingam Tank Rd, Gandhi Nagar, Brahmapur, Odisha 760001/Mail in PDF/MS Word/Excel format only
7.	Issue of pre proposal clarification Proposal	10.07.2026 11.30 AM to 02.00 PM
8.	Online Proposal Due Date	27.07.26 at 05.00 PM
9.	Proposal Hard copy due date	28.07.26 up to 03.30 PM
10.	Date of Opening of Technical Proposal	28.07.26 at 4.30 PM at OSWAN Hall
11.	Date of Technical Presentation	To be intimated later
12.	Date of opening of Financial Proposal	To be intimated later
13.	Expected Date of Commencement of Assignment	To be intimated later
14.	Bid Processing Fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST) through Payment Gateway provided under procurement portal, Govt of Odisha
15.	Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand Only) through Payment Gateway provided under procurement portal, Govt of Odisha mode
16.	Performance Bank Guarantee (PBG)	1% of the quoted value
17.	Contact Person	The Commissioner Brahmapur Municipal Corporation, Mobile No-7894424370,8763993998 & 9438076360 E- Mail: mcbemc08@gmail.com
18.	Place of Opening of Proposal:	Venue: Office of commissioner, OSWAN Hall Brahmapur Municipal Corporation, Ramalingam Tank Rd, Gandhi Nagar, Brahmapur, Odisha 760001,

1. RFP can be downloaded from www.tendersodisha.gov.in.
2. Subsequent corrigendum, if required, shall appear in this website or BeMC website(WWW.berhampur.gov.in)

**Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals
including Supply, Installation, Operation, Maintenance and Management for 5 years**

PART-I: INSTRUCTIONS TO BIDDERS (ITB)

1. Invitation for Proposal

- 1.1 At present the carcasses of dead animals are being disposed off in unscientific way in open and small animals are being dumped in the dumping ground. The carcasses are disposed of in open which petrify & produce obnoxious smell, invite vectors like dogs, cats and other birds cause nuisance and serious health hazard. Proper disposal of fallen animals is essential for effective disease control programmes. It is pertinent to mention here that at present, the disposal of dead animals is being done at two or three unmarked open spaces by the Brahmapur Municipal Corporation (BeMC). There is an urgent need to set up a carcass Incineration Center for the scientific disposal of dead animals specifically street dogs, cats, pigs and pets.
- 1.2 In view of the above, Brahmapur Municipal Corporation (BeMC) proposes to invite Agency for supply, installation, operation, maintenance and management of Animal Carcass Incineration Plant (ACIP) at Brahmapur. ACIP shall be installed for treatment & disposal of various types of animal carcasses as per the latest guidelines of Central Pollution Control Board (CPCB), Odisha State Pollution Control Board (OSPCB) and other applicable rules.
- 1.3 This Request for Proposal (RFP) document is for the Supply, Installation, Operation, Maintenance and Management of Animal Carcass Incineration Plant (ACIP) at Brahmapur for a Contract Period of 5 (Five) years (the "Project").
- 1.4 An Agreement will be drawn up amongst Brahmapur Municipal Corporation (BeMC) and the Successful Bidder/ Agency.
- 1.5 Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies whose bids are found responsive will be opened. The Financial Proposal has to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach i.e. L1) among the qualifying Agencies.
- 1.6 The RFP document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirement.
- 1.7 The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non- refundable amount of Rs. 11,800/- (Eleven Thousand & Eight Hundred only) towards Bid Processing Fee and Rs.50,000/- (Fifty Thousand Only) towards Bid Security/ EMD in the form as prescribed in the RFP failing which the bid will be rejected
- 1.8 The detailed terms and conditions of this tender can be obtained from the BeMC Website: www.berhampur.gov.in and www.tendersodisha.gov.in. Prospective bidders should download the complete tender documents only from the website up to the last date of submission. Addendum/ Corrigendum if any, to the tender documents shall be uploaded on the afore-mentioned website only. Bidders are requested to go through the complete bid documents, criteria and scope of work in particular, before submission of online bid.

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

- 1.9 The Bid submissions must be received no later than as mentioned in the Datasheet above and in the manner specified in the RFP document. BeMC reserves the right to reject and/ or accept any or all the Proposals without assigning any reason thereof.
- 1.10 Proposals from bidders will be evaluated on the basis of the criteria set out in this RFP document as per Appendix F in order to identify the successful bidder for the Project (hereinafter referred to as “Successful Bidder”). The Successful Bidder would then have to enter into a Contract Agreement with the BeMC and perform the obligations as stipulated therein, in respect of the Project.
- 1.11 Terms used in this RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Contract Agreement.

2. Project Background

2.1 Introduction

2.1.1 BeMC is responsible for removal of all dead animals from its jurisdiction area and safe disposal of carcasses. Considering sensibilities and sensitivity of concerned communities, and the threat to environment and public health, scientific and safe disposal of animal carcass is an obligatory function of an urban local body. Going forward, BeMC now plans to formulate a project for developing such a facility as a part of this initiative. BeMC has decided to set up Animal Carcass Incinerator Plant (ACIP) at Brahmapur (*‘the Project’*) for the following purposes:

- To provide a scientific and safe method of disposal of all types of dead animals and stop the current practice of indiscriminate open disposal of animal carcass after flaying.
- To prevent the scavenging birds thereby reducing the risk of bird hit to civilian and military aircrafts, improving aesthetics around the disposal site, eliminating chances of spread of contagious diseases, safeguarding public health and environment, etc.

2.1.2 The scope of work is set out in **Appendix A** of Instructions to Bidders and in Schedule 1 of the Draft Contract Agreement.

2.1.3 Location of the Facilities:

The location of the Site, wherein animal carcass incineration plant shall be setup, the details of the same is provided in **Schedule- 1** of the draft Contract Agreement.

The land area with the civil structures as developed by BeMC, which shall be given to the Successful Bidder for the setup of animal carcass incineration plant, *shall be individually termed as “Facility”*.

2.1.4 BeMC propose to select a Successful Bidder for taking up the development of the aforesaid Project in the form of a Contract.

- The Contract Period for the Project shall be for a period of 5 (Five) years.
- This Contract Period is to be considered from the commissioning date. *{Refer Article 2.6.3 of the draft Contract Agreement (Section-II of the RFP document)}*

2.1.5 Project Structure

- The Facility shall be licensed to the Agency for the purpose of setting up of the Animal Carcass Incineration Plant.

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

- The Agency shall develop the Facility, as an Animal Carcass Incineration Plant, within the stipulated Installation & Commissioning Period of 3 (three) months. Pursuant to the commissioning, the Agency shall thereby, operate, maintain and manage the Animal Carcass Incineration Plant throughout the Contract Period.
- However, it is being clarified here that the act of granting permission to install, operate and maintain the Project shall not vest or create any proprietary interest in the Project or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Facilities in favor of the Agency.

2.1.6 End of the Contract Period

At the end of the Contract Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Contract Agreement shall cease to have effect and the Facilities & the entire Project, thereof shall transfer back to the respective authorities as per the provisions of the draft Contract Agreement (Section II of the RFP document).

2.2 Commercial Consideration

The Successful Bidder would quote (i) Cost of Supply and installation of ACIP, (ii) Operation & Maintenance Cost and (iii) processing fee per kilogram as per its Financial Proposal.

Payment Mechanism of the Fee to be paid has been described in Article 8 of the draft Contract Agreement.

2.3 Statutory Clearances

For the permissible development of the Facility under reference, the Successful Bidder/Agency is required to adhere to the applicable norms/ laws and arrange approvals from all Local/ Competent Authorities. The Successful Bidder/Agency shall obtain clearances and sanctions from competent authorities for utilities, firefighting, electric connection etc. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder/ Agency and BeMC can only provide assistance, wherever possible, on best effort basis without any binding obligation.

3. Eligible Bidders

The Bidders eligible for participating in the qualification process shall be meeting the qualification criteria as set out in Appendix F - 'Proof of Qualification'.

4. Consortium

Forming of Joint Venture/Consortium is not allowed.

5. Number of Proposals

Each Bidder can submit only one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal, either individually or as a part of consortia, for the Project will be disqualified and cause the disqualification of such consortia.

6. Validity of Proposal

The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (hereinafter referred to as 'Proposal Validity Period'). BeMC reserves the right to reject any

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

Proposal, which does not meet the requirements.

7. Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. BeMC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

8. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 11,800/- (Eleven Thousand & Eight Hundred Rupees) through online mode of transaction as prescribed in the RFP failing which the bid will be rejected

9. Earnest Money Deposit (EMD) / Bid Security

9.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs.50,000/- (Rupees Fifty Thousands only) through online mode of transaction as prescribed in the RFP failing which the bid will be rejected (the "Bid Security"), returnable not later than 180 days from Proposal Due Date.

9.2 In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

9.3 The EMD shall be forfeited in the following cases:

- a. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- b. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by BeMC; and
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d. If the Successful Bidder fails within the Specified time limit to sign the Contract Agreement.

10. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BeMC through e-mail to mcbemc08@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the BeMC Website or uploaded on the tender portal of Government of Odisha www.tendersodisha.gov.in
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:

Commissioner / Deputy Commissioner (ABC)

Brahmapur Municipal Corporation (BeMC),

Ramalingam Tank Rd, Gandhi Nagar, Brahmapur, Odisha

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

760002,

- d) BeMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that BeMC have not responded to any question or not provided any clarification

11. Submission of Proposal

- 11.1 The Proposal and all related correspondence and documents should be written in English only.
- 11.2 The currency for the purpose of the Proposal shall be the Indian Rupee only (INR).
- 11.3 Online E-Tender submission process for Bidder
 - i) Detail RFP may be downloaded from www.tendersodisha.gov.in and the Application should be submitted online only.
 - ii) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
 - iii) Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
 - iv) The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter with the offer of particular tender.
- 11.4 The Bidder would provide all the information as per this RFP. BeMC would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part-I Submission

- a. Covering letter in the format set out in Appendix B
- b. Details of the Bidder in the format set out in Appendix C
- c. Copy of the certificate of registration issued by the authority concerned (In case of a registered firm), PAN & GST
- d. Power of Attorney set out in Appendix D.
- e. Anti-Collusion Certificate as per Appendix E
- f. Proof of Qualification in the format set out in Appendix F
- g. Technical Presentation/ Approach & Methodology as per format set out in Appendix G
- h. Undertaking regarding Conflict of Interest Appendix I
- i. Affidavit for Non-Debarment set out in Appendix J
- j. Original RFP document and addendum, if any duly signed by authorized signatory.

B. Part-II Submission

Financial Proposal as per e-bid format provided on www.tendersodisha.gov.in inclusive of all statutory taxes but excluding GST

- 11.5 The Applicant shall upload scanned copies of the Technical Proposal as specified above on the Tender Portal by the Proposal Submission due date and time as specified in Data Sheet. Financial

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Proposal as specified in clause 6.2 is to be submitted online only & no hard copy is to be submitted.

- 11.6 It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations.
- 11.7 Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

Any deviation from the prescribed procedures / information / formats / conditions shall result in outright rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

12. Proposal Due Date

- 12.1 Proposals should be submitted before 1600 hours IST of Proposal Due Date, in the manner and form as detailed in this RFP. Proposals submitted through facsimile transmission or telex will not be accepted.
- 12.2 BeMC may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum. Any Addendum thus issued will be posted on the website.
- 12.3 It is desirable that each Bidder submits its Proposal after visiting the Project Site for ascertaining the location, surroundings, or any other matter considered relevant.
- 12.4 Bidders would be granted permission by BeMC for visit of the Project Site on receipt to formal written request, reasonably in advance of the proposed date of visit as mentioned in the Schedule of Bidding Process.
- 12.5 It would be deemed that by submitting the Proposal, the Bidder has:
- a. Made a complete and careful examination of this RFP document
 - b. Received all relevant information requested from BeMC
 - c. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) The Project Site
 - (ii) The conditions of the access roads and utilities in the vicinity of the Project Site
 - (iii) Conditions affecting transportation, access, disposal, handling and storage of materials
 - (iv) Statutory clearances for the Project, and
 - (v) All other matters that might affect the Bidder's performance under the terms of this RFP document.

- 12.6 BeMC shall not be liable for any mistakes or errors on the part of the Bidder in respect to the above.

13. Opening of Proposals

- 13.1 Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- 13.2 Opening of Proposals will be done through online.
- 13.3 For participating in the tender, the authorized signatory holding Power of Attorney shall be the

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Digital Signatory.

- 13.4 The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later

14. Evaluation

14.1 Proposal Evaluation: Part-I Submission

14.1.1. The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP. The Proposal would be considered as responsive if it meets the following conditions:

- a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.
- b. It is received as stipulated in Clause 11
- c. It contains all the information, documents and formats as specified in this RFP.
- d. It mentions the Proposal Validity Period
- e. There are no inconsistencies between the Proposal and the supporting documents.
- f. It is received unconditional in all respect.

14.1.2. In case the Proposal is found to be responsive, Part I Submission would be evaluated in accordance with the criteria for qualification of Bidders set out in **Appendix F** based on the Proof of Experience submitted by the Bidders. The Bidders meeting the criteria as per **Appendix F** would be considered as Qualified Bidders.

The Technical Presentation of the Qualified Bidders as per Appendix F would be evaluated only for adequacy of design and operations so as to comply with the conditions set out in Contract Agreement. The Bidder may be asked to make presentation as per indicative guidelines mentioned in **Appendix G**. Bidders shall secure 70 out of 100 for qualifying for the next stage of Financial Evaluation.

14.1.3. As part of the evaluation of the Part I Submission, BeMC may also request the Bidder to submit clarifications.

14.1.4. The evaluation of the Part II Submission would be taken up only after Part I Submission is found to meet the requirements of this RFP. BeMC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, Part I Submission is not meeting with the requirements of this RFP.

14.2 Proposal Evaluation: Part II Submission

Part II Submission of all the Bidders whose Part I Submission meets the requirements of the RFP will be evaluated. The format for quoting the Financial Proposal is set out in Appendix H. The Bidders would be required to submit the Rate as per the Financial Proposal. The format at Appendix H is reference purpose only. Copy of Financial Proposal should not be uploaded along with the Technical proposal otherwise it shall lead to disqualification. The Financial Proposal shall be uploaded separately in the portal as per the instruction in the RFP.

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14.3 Selection Methodology

- 14.3.1 The Financial Proposals would be ranked in ascending order of the total of Supply and Installation charges, Proposed Processing Fee and Operation & Maintenance (O&M) charges, with the Bidder quoting the lowest Supply and Installation charges, Processing Fee and Operation & Maintenance (O&M) charges being ranked first and the Bidder quoting the second lowest shall be ranked as second and so on.
- 14.3.2 The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder.
- 14.3.3 In case there are two or more Bidders submitting the same best Financial Proposal, BeMC may in such case call all such Bidders for negotiations or lottery and select the Preferred Bidder based on the outcome of the negotiations/lottery. The selection in such cases shall be at the sole discretion of BeMC.
- 14.3.4 Bidders should also note that any payment to the Agency shall be as per terms and conditions laid down in the draft Contract Agreement, and Financial Proposal.

14.4 Rejection of Proposal:

BeMC reserves the right to reject any Proposal, if:

- a. Proposal submitted without Bid Processing Fee & EMD as applicable
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents / information
- g. A commercial bid submitted with assumptions, conditions or uncertainty
- h. Bids with any conditional technical and financial offer
- i. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- j. Proposal is not properly signed
- k. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- m. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- n. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- o. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then BeMC reserves the right to:
 - i. Either select the next best Bidder, or
 - ii. Take any such measures as may be deemed fit in the sole discretion of BeMC, including annulment of the bidding process.

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- 14.5 In the event of acceptance of the Preferred Bidder with or without negotiations, BeMC shall declare the Preferred Bidder as the Successful Bidder. BeMC will notify the Successful Bidder through a Letter of Acceptance (hereinafter referred to as “LoA”) that its Proposal has been accepted.
15. The Successful Bidder shall execute the Contract Agreement within 21 days of the issue of LoA or within such further time as BeMC may agree to in its sole discretion.
16. Failure of the Successful Bidder to comply with the requirements of Clause 9 or Clause 15 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, BeMC reserves the right to
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measures as may be deemed fit in the sole discretion of BeMC, including annulment of the bidding process.
17. To assist in the examination, evaluation, and comparison of Proposals, BeMC may utilize the services of consultant(s) or advisor(s).
18. Not with standing anything contained in this RFP, BeMC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
19. If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Proposal, the Bid/ Proposal will be cancelled by BeMC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.
- 20. Fraud and Corrupt Practices**
 - 20.1 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 i.e. BeMC may 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 Agency, 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 be entitled to forfeit and appropriate the Bid Security or Construction Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
 - 20.2 Without prejudice to the rights of the Authority under Clause 20.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Agency 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 practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Agency as the case may be, is found by the Authority to have directly or

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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.

20.3 For the purposes of this Clause 20, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“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;
- (b) **“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;
- (c) **“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;
- (d) **“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
- (e) **“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.

21. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
 - (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
 - (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.
 - (iv). Has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Project
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Appendix A: Scope of Work

1. Background

- 1.1 Brahmapur Municipal Corporation (BeMC) was constituted in the year 1948 as a Notified Area Council, then as a Municipality in the year 1867 and finally as a corporation in the year 2008. BeMC has undertaken pioneering work in various fields and perceives its role as principal provider of various municipal services to provide a better quality of life to the residents of Brahmapur. An area of 39.07 sq. K.M. is being covered by BeMC which is divided into 3 Zones and further subdivided into 42 wards.
- 1.2 At present the carcasses of dead animals are being disposed off in unscientific way in open and small animals are being dumped in the dumping ground. **BeMC disposes carcasses of more than 3000 small animals every year.** The carcasses are disposed of in open which petrify & produce obnoxious smell, invite vectors like dogs, cats and other birds cause nuisance and serious health hazard. Additionally, the proposed facility shall also benefit the Pet owners to bid farewell to their pets in humane and environmentally responsible manner. There is an urgent need to set up a carcass Incineration Centre for the scientific disposal of dead animals specifically street dogs, cats, pigs and pets.
- 1.3 In view of the above, BeMC in its endeavour to provide the citizen with hassle free cremation facility for stray animals and pets, proposes to invite private sector players for Supply, Installation, management and operation of Animal Carcass Incineration Plant (ACIP) at Brahmapur. ACIP shall be installed for treatment & disposal of various types of animal carcasses as per the latest guidelines of Central Pollution Control Board (CPCB), State Pollution Control Board, Odisha and other applicable rules. The Civil structures shall be built by BeMC and the facility shall be handed over to the Agency for installation of the Gas crematorium and its operation and maintenance thereof for a period of 5 years.
- 1.4 LPG Based Cremation System is the most modern cremation system. It is designed to carry out cremation process at a minimum interval of time & with the minimum use of fuel to ensure complete combustion. The system is incorporation with Modern pollution control system as per CPCB guidelines to ensure the removal of all the poisonous/ hazardous/Toxic gases/particles/smoke and odour. All the toxic gas and pollutants shall be scrubbed with water and discharges cool and clean gases to the environment through chimney.
- 1.5 This Request for Proposal (RFP) document is for the Designing, Installation, Operation, Maintenance and Management of Animal Carcass Incineration Plant (ACIP) at Brahmapur for a Period of Five (5) years (the “Project”).

2. Purpose of the Modern Crematorium system & Incinerator system:

- i. The process of corpse cremation generates numerous harmful air pollutants, including particulate matter (PM), SO₂, NO_x, CO, HCl, HF, NH₃, VOCs, heavy metals, polychlorinated dibenzo-p- dioxins and dibenzofurans (PCDD/Fs). Due to the characteristics of the funeral sector, the chimney heights are usually low, and the air pollutants disperse close to the ground, thus severely affecting the surrounding air quality and human health. The problem of the emissions of harmful air pollutants from cremators is causing increasing social concern.
- ii. To strengthen the control and management of pollutant emissions from cremators and incinerators, emission standards of air pollutants for crematories needs to be fixed and defined. These standards will help to regulate the emission limits of air pollutants from cremators and incinerators and will ultimately check the pollution control. These will also help in promoting the implementation of prevention and control measures in the crematories to reduce pollutant emission levels. The standards need to be specified for the emission limits of PM₁₀, PM_{2.5} and VOCs from cremators.
- iii. Previous studies on air pollutants from cremators have typically focused on the problem of emissions of PCDD/Fs and other persistent pollutants in many countries. The emission characteristics of PM₁₀, PM_{2.5} and VOCs in flue gas from cremators have seldom been reported. These pollutants have

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provoked increasing attention for their severe impacts on air quality, visibility and human health.

Benefits of ACIP

- i. It is a properly designed system for low Gas, Electricity, Wood consumption and having pollution control system.
- ii. Combustion efficiency is high with the use of Automatic burner in Gas furnace, Heating Elements in Electrical Furnace & Reflector in wood furnace pre-heated air & Cremation in Controlled Condition. The smoke that comes out carries low SPM which are trapped in Scrubber and then flue gases release to environment through chimney.
- iii. Cremation time is less
- iv. This is a very neat & clean eco-friendly System & Free from any pollution hazards
- v. Reduces De-forestation and Risk of Global warming

3. Components of a GAS CREMATORIUM

A. LPG Gas Crematorium consists of :

1. Cremation Furnace
2. LPG Gas Combustion System with Venture Scrubber
3. Chimney
4. Controls
5. The LPG gas automatic burners are built with fan, motor, pump, ignition transformer and electrode, flame sensor, sequence controller, gas solenoid valve, air pressure switch and gas pressure switch

B. Functioning of Gas Crematorium :

- iv. A movable trolley places the body in the cremation platform in cremation furnace of the LPG Gas Crematorium.
- v. Combustion blowers and air blowers are switched on and then the primary and secondary burners in the cremation chambers switched on to get the furnace temperature at about 850 degree.
- vi. By the movable trolley the body will be placed upon the cremation platform in the cremation chamber. The cremation door would then keep closed in the LPG Gas Crematorium.
- vii. LPG Gas Crematorium consists of primary and secondary chambers.
- viii. The LPG Gas crematorium is built with double chamber cremation furnace with a strong cremation bed and secondary air holes. The cremation furnace is constructed with high quality alumina refractory bricks, fire bricks, insulation bricks, arch bricks, various size and types of slabs and bonded with high quality castable, fire clay and mortars with a specific type of curing to the furnace to withstand the temperature up to 1200 degree centigrade.
- ix. The body, would incinerate in the primary and the secondary chamber between the temperature 850 and 1100 degree and the cremation get completed in about 60 to 90 minutes maximum depend upon the body size and other biological reasons.
- x. Gas Cleaning System is also equipped with venture scrubber.
- xi. The hazardous gas and other substances are piped out from cremation chamber and cleaned by venture scrubber with water treatment and finally the hot air is being discharged into the chimney.
- xii. LPG Gas Crematorium system has the ash collection system to collect ash and remains for further customs.
- xiii. LPG Gas Crematorium system has necessary controls, auto on-off, cut off switches and other

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necessary controls for a safety LPG gas crematorium.

- xiv. The automatic LPG gas burners can be hooked with external control signal for total automation like PLC system, burner trip signal for alarm and hooter can be given from the burner sequence controller and burner fan can be by passed with a separate switch without any modification.

4. Scope of Work

The Scope of Work for the Bidder is as set out below. Detailed specifications are set out in the Contract Agreement and Schedules thereof attached with this RFP document.

1. The various works to be carried out under the Project *inter alia* comprise the following:
 - a. Construction of civil structure, procurement and installation of processing plant/cremation system for the disposal of animal carcasses at the facility allotted by Contracting Authority.
 - b. The system will be of latest technology based including pollution control equipment.
 - c. Preferred system will be gas based – LPG.
 - d. The system will have machine of 100 kgs capacity for pet & stray animals of small sizes.
 - e. The facility will have space for future development i.e installation of another incinerator of the capacity as per the future requirements.
 - f. The system will work under the command of control room set up for this purpose. Control room will work for 24*7 days a week round the clock and have staff & machinery for this purpose always present there for receiving calls/ messages / information etc. regarding dead animals.
 - g. The total jurisdiction area of BeMC will be divided in three zones. Specially designed mechanized loading & unloading systems shall be available.
 - h. Provide toll free number for the public. A control room should be set up with sufficient staff.
 - i. Campaigning for disposal system/facility of dead animals through FM Radio or other suitable media.
 - j. On receiving the call at control room the concerned zone staff will go at site and bring the dead body of animal in specially designed vehicle and unload & handover the same to operator at cremation system.
 - k. Successful Bidder with the help of specially designed mechanized equipment put the dead animal body in the cremation machine and will start the same.
 - l. After cremating the body of animal in machine he will check and open the machine and will do necessary cleaning for next body as and when required.
 - m. Proper record shall be maintained for each & every cremation.
 - n. There will be office for staff & control room fixed at site.
 - o. The daily journey of vehicles will be recorded and maintained in log book.
 - p. The journey of vehicle will also be recorded in cremation machine record book and will be cross checked.
 - q. The total system will work in complete automation.
 - r. All type of taxes as applicable during operation will be borne by the Successful Bidder.

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- s. Processing of animal carcass as per the applicable rules and Odisha State Pollution Control Board (OSPCB), Odisha guidelines.
 - t. To comply with the pollution control norms in operation of plants and processing of animal carcass.
 - u. To operate & maintain the Animal Carcass Incineration Plant as per the relevant guidelines of concerned statutory authorities.
 - v. To dispose of the carcasses of pet animals collected from the Roads, private bodies/Animal Clinics/Animal Houses/Zoos/Animal Dairies etc. to control spread of diseases.
 - w. To dispose of Meat Waste supplied by BeMC.
2. The Successful Bidder would design, install, operate, maintain and manage the Cremation of the small animals during the entire Period of 5 years. The Project including the land and all immovable components would be transferred back to BeMC at the end of the Contract Period. The Successful Bidder will remove all movable components/assets without damaging the project site.
 3. The Successful Bidder shall at its cost/ expenses and risk make such financing arrangements, in a timely manner as would be necessary to implement the Project, and to meet all of its obligations under the Contract Agreement.
 4. The Successful Bidder shall adhere to the Requirements of the Project and achieve Commercial Operations Date (COD) on or before the Scheduled Completion Date, as specified in the Contract Agreement.
 5. BeMC shall undertake Construction Works of the civil structures at site which includes, cremation room, Office room, Security room, toilets etc in the Facility through a Contractor possessing requisite technical, financial and managerial expertise/capability.
 6. The Successful Bidder shall, at all times, ensure that all aspects of the Project and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including applicable rules such as SWM Rules, policies and guidelines related thereto.
 7. The Agency shall set up a SCADA system which should provide weigh bridge readings and weight of Dead Animals/ Meat Waste processed at Furnace. The Agency shall invariably share the APIs with BeMC.
 8. The entire project site shall be under the surveillance of CCTV Cameras and the Agency shall invariably share the feeds and APIs with BeMC.
 9. The Agency shall install grinder for grinding burnt bones residue.
 10. Gas expenses shall be borne by the Agency and it shall be in the form of processing fee as mentioned in Financial Proposal.
 11. All the management related expenses like facility management of the entire premises, security, manpower for operations, water, electricity etc shall be the responsibility of the selected Agency.
12. **DISPOSAL SYSTEM**
- i. First of all, Agency's control room will get information through telephone/sms or any other ways and record it in the daily register, mentioning time, day, date, location of site sources of information,

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category i.e. big/small animals.

- ii. After completing all formalities in register for record, the concerned operator/Agency give message to field teams as per size of dead animal for bringing the dead animal to incineration site.
- iii. After giving message to field team for bringing the dead animal, the message may be delivered to operator of furnaces, for keeping it ready the furnaces as per category of animals.
- iv. Now after receiving the dead animals at incineration site, the animals is off loaded in the shed of the incineration machine mechanically and loaded on the charging trolley. It will be carried up to the hearth of incineration machine mechanically through category trolley.
- v. At the hearth of incineration machine, the animal is off loaded from charging trolley, and gate of incineration machine is closed down mechanically/hydraulically as per requirement.
- vi. After closing the door, all parameters of machine will be checked once again before putting it upon "ON" position i.e. before giving the command to burners for start firing, in incineration chamber.
- vii. Operator can inspect through inspection hole fitted in the gate of incineration machine the status of incineration of concerned dead animal and get the machine "OFF" on finding complete incineration.
- viii. The vehicle after offloading the dead animals in charging trolley will be taken in washing area, where it will be washed mechanically after every trip, to make ready for next trip.
- ix. Agency shall make all necessary arrangements for removal of ash from the plant to the Sanitary Landfill Site on regular basis.

13. **Cremation Operation:**

The dead body is to be laid on the cremation trolley. The rituals if any are to be performed out on the trolley itself. The Furnace burners are to be ON with the door closed for 15 minutes & fired by which the furnace chamber can be able to attain the temperature upto 500 °C. Then door to be opened & trolley to be pushed inside the furnace and door is to be closed. Cremation to be completed **within 30 - 45 minutes** depending upon the condition of dead body & frequency between cremations. Cremation can be viewed from the side glass fitted on furnace door.

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Furnace	<p>a) Furnace Door: MS Furnace door is a vertical sliding type balanced with counter weight & manually operated.</p> <p>b) Primary Chamber: Here the dead Body is to be incinerated at the Temperature of approx. 800°C ± 50°C from 3 Nos. installed burners.</p> <p>c) Secondary Chamber: The emission coming out of the Primary Chamber is passed through the secondary chamber at the Temperature of up to 800°C. + 900°C & increase the residence time to remove the Toxic gas / Foul odour.</p> <p>d) Ash Collection: After the cremation, the ash drops down on the tray beneath the cremation platform where the ash is collected through scrapping.</p> <p>e) Furnace Casing: Sturdy Mild Steel Structure with stainless steel Plate jacket duly Painted with high temperature enamel paint. Size: 12ft (L) X 5ft (W) X 6ft(H). Refractory lined with fire bricks / firecreet Super & whytheat K duly insulated with 4” thick glass /mineral wool.</p>
Body Loading Trolley	Hydraulic scissor/fork type trolley to carry the dead Body into the Furnace bed which moves on Rail.
Scrubber	MS Scrubber with a packed water column scrubbing system, where the toxic gas & hazardous particle coming out of the furnace shall be duly Scrubbed in water before discharging to the environment.
Blower	Stainless Steel Blower scientifically designed to work scrubber with its Centrifugal action as an additional scrubbing system.
LPG GAS TRAIN	Equipped with all safety features like- NRV, PRV, Pressure gauge etc. for standby arrangement.
Chimney	Self- supported MS chimney of 100 ft. height to be installed for safe disposal of clean gas to the environment. Chimney Base: 1200 mm X 300 mm cone & Top 300 mm.
Control Panel	A control panel to be provided for operating the cremation system which shall be equipped with Energy Saving devices with all safety aspects, temperature sensors & controllers etc.
Heat Exchanger	Incorporation of heat recovery system is meant for higher efficiency of the system.
Technology	Most modern way of cremation with LPG gas. The cremation furnace shall be designed to carry out the cremation process in minimum time and full care shall be taken of all 3 Ts i.e. Temperature, Time & Turbulence. The flue gas released out of furnace is scrubbed with water and the clean gas is released to the air through a chimney.
Fuel	LPG Gas

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LPG GAS Consumption	14 ± 3 Kg. per Cremation . (CV of gas 10,000 Kcal/ m3) 19 kg. in First cremation & there after 12 kg. per cremation (Approx)
Ash	5 %
Material of Construction	Cremation Furnace: Mild Steel & insulated with Refractory Bricks & Firecrete super. Cremation Trolley: Mild Steel
Auxiliary Load	7 KW ± 5% (Blower- 3 HP, Water pump- 2 HP Burner motors 0.5HP x 3 Nos.
Ash Removal	The burnt ash to be removed with the help of a scrapper from the ash chamber provided beneath the primary Combustion Chamber.
Scrubber	To scrub the particulate matter & toxins in the flue gas.
Burner	3 Nos. Automatic fired Italian Burners complete in all respect with inbuilt blower to supply oxygen for incineration of body along with sequence timer & controller.
Cremation Trolley	Hydraulic manually operated Scissor/ Fork type moving on the rails. Size- 12ft (L) X 2.5ft (W) X 2ft (H)
Thermal Insulation	The furnace will be refractory lined with high Alumina Refractory Brick / Firecrete & Whytheat K & Blanketed with glass wool / mineral wool of 100 mm thick.
Heat Recovery System	Heat Exchanger to recover the heat of the furnace.
Chimney	100 ft. chimney made of MS with 300mm dia at top
LPG Bank	Provision for series of 12 Cylinders for Bank with Fire Extinguisher etc. for safety.
Gas Train	Gas Train with PRV /NRV/Regulator /Safety valve /Pressure Gauge etc.

5. Timeline and Project Activities:

Sl. No.	Activity	Time period for completion
1	Handing over the Project Site	30 days from the date of completion of the civil structure
2	Installation and commissioning of the Incineration plant	Three (3) months from the Appointed date
3	Operation, maintenance and management	Five (5) years from the date of commissioning of the Incineration plant

6. Penalty and Liquidated Damages :

The Penalties shall be applicable as per **Schedule 3** of the Draft Contract Agreement.

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Appendix B: Format for Covering Letter for Proposal Submission

(On the Letter head of the Bidder)

Date

To

The Commissioner

Brahmapur Municipal Corporation

Ramalingam Tank Rd, Gandhi Nagar,

Brahmapur, Odisha 760002

Subject: Setting up of Animal Carcass Incineration Plant in Brahmapur including Supply, Installation, Operation, Maintenance and Management for 5 years

Dear Sir,

- 1) We are submitting this Proposal on our own.
- 2) I/ We acknowledge that the BeMC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of our selection as Agency for the [installation, operation, maintenance and management] of the aforesaid Project.
- 4) I/ We shall make available to the BeMC any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the BeMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6) I/ We certify that in the last three years, we or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority 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 BeMC; and
 - b) I/ We do not have any conflict of interest in accordance with the provisions of the RFP document; and
 - c) I/ We hereby certify that 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; and

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- d) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them
- 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 the Bidders, in accordance with provisions of the RFP document.
- 9) I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates 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.
- 10) I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 11) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 12) I/ We have studied all the Bidding Documents carefully and also surveyed the 'Project Site'. 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 relating to the Bidding Process including the award of Contract.
- 13) I/ We offer a Bid Security of Rs.50,000/- (Rupees Fifty Thousand only) to the Authority in accordance with the RFP Document.
- 14) The Bid Security is attached.
- 15) 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 or rejected.
- 16) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 17) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract Agreement, our own estimates of costs and demand assessment and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 18) We agree that if we fail to fulfill any of the conditions mentioned above, Authority has the right to forfeit the Bid Security being furnished by us along with this Bid.
- 19) We understand that the Authority is not bound to accept any or all Bids it may receive.
- 20) We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Agency.
- 21) We declare that in the event that the Authority discover anything contrary to our above declarations, they are empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

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Yours faithfully,

For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorized Signatory of the
Bidder (Name, Title and Address of the
Authorized Signatory)*

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Appendix C- Details of Bidder
(On the Letter Head of the Bidder)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

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Appendix D- Format for Power of Attorney for signing of Proposal

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....[name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at , who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing ___Services to **BeMC**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BeMC, representing us in all matters before BeMC, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with BeMC in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with BeMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, designation and address)

Witnesses:

1.

2.

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(Notarized)

Accepted

.....

(Signature)

Note:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney infamous of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*
- 3. In case an authorized Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may have been closed in lieu of the Power of Attorney.*

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Appendix E- Format for Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this.....Day of. , 2025

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

Note:
On the Letterhead of the Bidder

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Appendix F- Proof of Qualification

1. Minimum Qualification Criteria

The Bidder must satisfy the following Qualification Criteria for experience in order to qualify for the Project.

A. Technical Capability:

Bidder shall have experience of cremation machine/system with minimum 100 Kg/hr burning capacity of one single plant with operation and maintenance for at least one year during the last seven years in any Government / Semi-Government Organizations / Public Sector Undertakings as per the format provided in Point 2 below.

B. Financial Capability:

For the purpose of Qualification, the Bidder needs to demonstrate the Threshold Financial Capability measured on the following criteria:

The average turnover of the bidder in the last 3 (three) financial years (FY 2022- 2023, FY 2023-2024 and FY 2024-2025) should be at least Rs.50 Lakhs as Certified by the Statutory Auditor with UDIN mentioned in the Certificate as per the format provided in Point no.4 below.

2. Details of Experience

The Bidder should furnish the details of eligible experience as set out below:

S. No	Qualification for Criteria Experience	Project Name with capacity per hour	Location	Year of Commissioning	Operational Since/ Completed	Duration of O&M
1.						

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 7 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information.

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3. Supporting Document

The following documents would need to be submitted to support the Bidder's claim of experience stated in the table above.

S. No.	Qualification Criteria for Experience	Supporting Documents
1.	Experience for civil construction installation and operating of Cremation Machines/ Systems	i. Certificate from the Municipal Body or any other government body, OR ii. Certificate from independent Auditor
2.	Average Annual Turnover last 3 (Three) financial year.	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Format below in Point no. 4

4. Format for Financial Capability

Financial Information in INR				
Details	FY <u>22-23</u>	FY <u>23-24</u>	FY <u>24-25</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 24- 25 are not available, bidder may provide provisional statement certified by a chartered Accountant for the same. Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.				

The independent audit or issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad

Appendix G - Guidelines and Format for Technical Presentation

The Bidder shall submit a Technical Presentation setting out the approach to the Project. The Technical Presentation shall comply with the Requirements as set out in the RFP and Schedules of the Contract Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the Solid Waste Management Rules amended from time to time.

The Technical Presentation shall set out the following components:

- a. Methodology Statement
- b. Process Flow Chart
- c. Resource Utilization Statement
- d. Area Allocation Statement
- e. Operations & Maintenance Scheme
- f. Time Schedule
- g. Environment, Health & Safety Policy and Practice

a. Methodology Statement

Bidders will submit the following documents along with the technical bid:

- Detailed plan and methodology including working during the Monsoon months.
- Type of Incinerators to be deployed at the site considering the minimum capacity of 100 Kg/hr for Small Incinerator.

b. Process Flow Chart

The Bidder shall provide a process statement setting out the activities and the outputs at each stage. The Bidder should indicate supporting calculations and assumptions, if any.

c. Resource Utilization Statement

A statement indicating the procurement, deployment and utilization of the resources shall be provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

d. Area Allocation Statement

The Bidder shall set out the area utilization plan for the Project Facilities including auxiliary facilities and common areas etc.

e. Operations and Maintenance Scheme

The Bidder shall separately set out the operations and maintenance scheme for Animal Carcass Disposal Facility indicating the operational practices during the Operations and Maintenance Period.

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f. Time Schedule

The Bidder shall indicate an activity schedule over the Contract Period including the Installation Activities, O&M Activities.

g. Environment, Health & Safety Policy and Practice

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Contract Period. The aspects relating to employee and worker safety, control mechanism for spread of litter, pests, odour, fire, etc. need to be elaborated.

Appendix H- Format for Financial Proposal

As per e-bid format provided on <https://tendersodisha.gov.in>

Note:

1. GST shall be paid extra
2. Quantities provided in the Financial Bid format are for the purpose of arriving at an approx. financial bid amount. However, the payment shall be made on the basis of actual amount of projects executed.

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Appendix I

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

IN BIDDER' S LETTER HEAD

I, hereby declare that our Agency _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Information to the Bidder: Clause 21.**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [*In full initials with Date and Seal*]:

Communication Address of the Bidder: _____

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Appendix–J: Affidavit/ Undertaking

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

I, _____ authorized signatory of M/s _____ sole proprietorship / partnership firm/ public limited company/private limited company, having its principal place of business/registered office at _____ (Full Address) do hereby solemnly affirm and declare as under:-

- a) That I/We do hereby undertake that I/We have not been black listed / Debarred / suspended by any Govt. or Semi Govt. or Corporation or Private Organization and such blacklisting does not subsist as on bid submission date.
- b) That I/We do hereby undertake and confirm that eligible similar works has / have not been executed through another contractor on back to back basis.
- c) That I/We do hereby undertake that no complaint / FIR has been registered / no criminal proceedings against the firm / partners of the firm or its director are pending / ongoing in any court of law regarding any offence punishable under IPC / any other law of the land applicable. If any such fact comes to the notice of the BeMC, the BeMC shall reject the tender / bid straightway without assigning any reason.
- d) That I/We do hereby undertake that he / she / Director / Partner of the firm / company / agency have never been convicted of any criminal offence.
- e) That I/ We do hereby undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/ false statement found, it will lead to rejection of my bid / tender and BeMC will debar / blacklist the firm.
- f) That I/We do hereby undertake that there are no pending dues to be deposited by the agency with any Government Department / Govt. Undertaking or Board or Organization / Public Sector Undertaking anywhere in the country.
- g) That I/We do hereby undertake that in case any such violation comes to the notice of Department before the date of start of work or during the execution of work, BeMC shall be free to forfeit the entire amount of earnest money and / or performance guarantee deposited by me.

Signed by an authorized Officer of the Co./firm

Name of Officer

Name of Co./Firm

Date

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Part II - DRAFT CONTRACT AGREEMENT

Between

Brahmapur Municipal Corporation

AND

Agency

For

**Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals
including Supply, Installation, Operation, Maintenance and Management for 5 years
_____ 2025**

This Contract Agreement mutually agreed and entered into on this _____ day of _____, Two

BETWEEN

M/s. Brahmapur Municipal Corporation (hereinafter referred to as the “Authority/BeMC”) with its with its office at Ramalingam Tank Rd, Gandhi Nagar Brahmapur, Odisha 760002 (which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors- in-business and permitted assigns) of the **ONE PART**

AND

M/s ***** , a company incorporated under provisions of the Companies Act, 2013, having its registered office at _____, (hereinafter referred to as “**Agency**” which expression shall, unless repugnant to the context include its successors and permitted assigns,) of the **OTHER PART**.

WHEREAS the Brahmapur Municipal Corporation is responsible for removal of all dead animals from its jurisdiction area and safe disposal of carcasses. Considering sensibilities and sensitivity of concerned communities, and the threat to environment and public health, scientific and safe disposal of animal carcass is an obligatory function of an urban local body.

AND WHEREAS BeMC has been allocated 900 Sqmt of land in Gosaninuagaon crematorium BeMC for developing a facility for scientific disposal of animal carcasses. Going forward, BeMC now plans to Develop a project for developing such a facility.

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AND WHEREAS as part of this endeavour, the Confirming Party, had accordingly invited bids for selection of Agency for setting up the Animal Carcass Incineration Plant and Disposal Facilities (the “Project Facilities”) in Brahmapur, (‘the Project’).

AND WHEREAS with an objective to seek participation of the Agencies in the aforesaid Project, the Confirming Party, undertook the process of selection of a suitable Agency through competitive bidding process, after issuing a Request for Proposal document (RFP) dated _____ inviting Bids/ Proposals from prospective Bidders to implement the said Project.

AND WHEREAS the Agency, selected through the transparent competitive bidding process, met the Eligibility Criteria {as laid down in Section-I (Instructions to Bidders) of the RFP document} and quoted the lowest Supply and Installation charges, processing fee and Operation and maintenance charges for successfully completing the Project. After evaluation of the Proposals so received, the Confirming Party accepted the Proposal of the Agency and issued Letter of Acceptance dated _____ to the Agency requiring, inter alia, the execution of this Contract Agreement.

AND WHEREAS the Successful Bidder/ Agency acknowledges and confirm that it has undertaken a due diligence and audit of all aspects of the Project/ Project Facilities including technical & financial viability and legal due diligence and on the basis of its independent satisfaction hereby accepts the Contract and agrees to implement the Project at its own cost and expense in accordance with the terms and conditions of this Contract Agreement.

AND WHEREAS following the issue of the Letter of Acceptance and submission of the Performance Security of Rs @ 1% of Quoted value by the Agency to the Contracting Authority within 15 (Fifteen) days of date of receipt of the Letter of Acceptance to the Agency, the Contracting Authority along with Confirming Party hereby agrees and grants to the Agency this Contract on the mutually agreed terms and conditions for the Contract Period to (a) plan, design, procure and install new equipment for Animal Carcass Incineration Plant (ACIP) as per Odisha State Pollution Control Board (OSPCB) Odisha guidelines and Solid waste Management Rules, 2016 and amended thereafter;
(b) Operate, maintain and manage the ACIP and (c) at the end of the successful Contract Period hand back the Project Facilities, having all the immovable assets/ equipment (and the movable assets) operational and in good working conditions.

AND WHEREAS the Agency hereby accepts the Contract granted and undertakes to implement the Project in accordance to the provisions of this Contract Agreement.

NOW THEREFORE, in view of the offer, mutual promises and consideration set out herein, the Contracting Authority, and the Agency (each individually a “Party” hereto, and collectively the “Parties”) hereby agree to be bound by the provisions of this Contract Agreement.

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively ascribed to them here under:

“**Additional Cost**” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Agency would be required to incur as a result of Change in Law.

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“Affected Party” shall mean the Party claiming to be affected by a Force Majeure event in accordance with Article 8.2.

“Agreement” shall mean this Agreement, and include any amendments here to made in accordance with the provisions hereof.

“Animal” shall mean a living creature such as pet/stray dogs, cat, sheep, goat, pig etc. rather than a bird, fish, insect, or human being.

“Animal Carcass Non-Incinerating Penalty” shall have the meaning as ascribed there to in Schedule 3 of the Contract Agreement.

“Applicable Law” shall mean all laws in force and effect, including Solid Waste Management Rules, as on the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Agency.

“Applicable Permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Agency under Applicable Law, in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of signing of this Contract Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Book Value” shall mean the cost of the immoveable assets incurred by the Agency for the Project net of accumulated depreciation computed on straight-line basis in accordance with the rates specified in Companies Act, 1956/2013 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties.

“Carcass” means a dead body of an animal.

“Change in Law” shall have the meaning ascribed there to in Article 8 of the Contract Agreement.

“COD” shall mean the commercial operations date of the Project which shall be the date on which the Agency has completed the construction work of the Project i.e. Five (5) months from the date of Effective Date.

“Contract” shall have the meaning ascribed there to in Article 2.1.

“Contract Period” shall have the meaning ascribed there to in Article 2.2.

“Agency” shall mean and includes its successors and permitted assigns expressly approved by BeMC.

“BeMC” shall mean Brahmapur Municipal Corporation;

“Effective Date” shall mean the date on which the Site is handed over to the Agency in accordance with Article 3.

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“Emergency” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“Expiry Date” shall mean the date on which Operation and Maintenance Period ends.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges and encroachments on the Project Facilities.

“Financing Documents” shall mean collectively the documents evidencing Lenders’ commitment to finance the Project.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 10 of the Contract Agreement.

“GoI” shall mean the Government of India.

“GoO” shall mean the Government of Odisha.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean GoI, GoO, BeMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Agency, the Sites/Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Agency under or pursuant to this Agreement.

“Hand back Requirements” shall have the meaning ascribed there to in Article 14.

“Implementation Period” shall mean the period from the Effective Date to COD.

“Incineration” means dead animal and meat waste destruction in a furnace or apparatus by controlled burning at high temperature.

“Incinerator” means a furnace or apparatus for burning animal carcasses.

“Lenders” shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided funds to the Agency for financing any part of the Project.

“License Agreement” means the agreement pursuant to which Site shall be Licensed out to the Agency for

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

Incinerating (a) the Animal Carcasses collected from roads and other places in Brahmapur and (b) Meat Waste supplied by the Contracting Authority, the draft of which is provided as Schedule 8 to this Agreement.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Agency to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Operation and Maintenance Period” shall mean the period commencing from Commissioning date to Expiry Date.

“OSPCB” shall mean Odisha State Pollution Control Board.

“Parties” shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Agency in accordance with Article 4.1 of this Agreement.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, trust, unincorporated organization, government or government body or any other legal entity.

“Preliminary Notice” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Processing” shall mean the scientific processing of animal carcasses & meat waste by way of deploying suitable and adequate number of machinery, equipment, vehicles, etc.

“Processing Fee” shall mean the amounts payable by the BeMC to Agency in accordance with Article 8 of this Agreement.

“Processing Fee Statement” shall have the meaning as ascribed there to in Article 8.

“Processing Fee Rate” shall mean the amount payable per kilograms of animal carcasses and/or meat waste incinerated as set out in Financial Proposal of the Agency.

“Project” shall mean design, financing, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement and Schedules thereof.

“Project Facilities” shall mean the Site, Animal Carcass Incinerator/cremation system and all other related facilities located there on, and any other off site facilities created for the Project.

“Project Site” shall mean land measuring 900 sqmt located in Gosaninuagaon crematorium (More fully described in Schedule 1) identified and handed over to the Agency, for the purpose of designing, financing, constructing, operating and maintaining the facilities in accordance with provisions of this agreement and schedules thereof.

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“Rupees “or “Rs.” Refers to the lawful currency of the Republic of India.

“Scheduled Commissioning Date” shall mean two months from the effective Date i.e. handing over the Facility.

“Tax” shall mean and includes all taxes, fees, cesses, levies that may be payable by the Agency under Applicable Law.

“Termination” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Tests” shall mean the tests as set forth in Article 7.1.3 of the Contract Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into here under;
- (b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or by laws which have the force of law;
- (c) The words importing in singular shall include plural and vice versa, and words denoting natural persons shall include partnerships firms, companies, corporations, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) The words "include" and "including" are to be construed without limitation;
- (f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (h) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such

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reference

- (i) References to recitals, articles, sub- articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (j) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- (k) The damages payable by either Party to the other as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty
- (l) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5(five) being rounded down.

1.4 Priority of Agreements, Articles and Annexures

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided else wherein this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, being the following order:

- a. this Agreement; and
- b. All other agreements and documents forming part hereof or referred to herein; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a. Between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
- b. Between the Articles of this Agreement and the Annexures, the Articles shall prevail;
- c. Between any two Annexures, the Annexure relevant to the issue shall prevail;
- d. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- e. Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: THE CONTRACT AND CONDITIONS PRECEDENT

2.1 Grant of Contract

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Subject to and in accordance with the terms and conditions set forth in this Agreement, the Contracting Authority hereby grants and authorizes the Agency to install the incinerator, operate, maintain and manage the Project Facilities and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (“the Contract”).

2.2. Rights Associated with the Grant of Contract

Without prejudice to the generality of foregoing, the Contract hereby granted to the Agency shall entitle the Agency, without requiring any further authorization or authority from the BeMC, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- a. install the incinerator, operate, maintain and manage the Project Facilities;
- b. upon achieving Commissioning Date of Processing Facilities, forming part of the Project, to manage, operate and maintain the same either itself or through such Person as may be selected by it;
- c. to obtain financing for the Project in the form of equity, debt and other sources, from domestic and foreign sources, through public issues, private placements or direct borrowings or investment from the capital markets, banks, lending institutions, mutual funds, insurance companies, pension funds, provident funds and any other source as it may deem necessary for implementing the Project; and

Provided that the BeMC shall be informed by the Agency as to the creation of any security interest in favour of the Lenders within a period of 14 (fourteen) days from the date such security interest comes into existence and provide to the BeMC within such time, notarized true copies of any and all documents/agreements relating thereto.

Provided further, nothing contained herein shall (i) absolve the Agency from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Agreement; (ii) authorize or be deemed to authorize the Lenders to implement and execute Project themselves.

- (a) to exclusively hold, possess, control the Site, in accordance with the terms of the Contract Agreement, for the purposes of the due implementation of this Project;
- (b) to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the Processing Facility, Good Industry Practices and the requirements of the Project;

2.3 Contract Period

The Agency shall Install and commission the ACIP within 3 months of the Appointed Date and operate, maintain and manage the Project Facilities for a period of 5 years from the commissioning date ("the Contract Period"), in accordance with the provisions hereof.

Provided that in the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date. For avoidance of doubt, it is hereby clarified that the Contract Period shall also include the time period required by Parties for fulfillment of the Condition Precedent obligations, and in case of any extensions there for or by other reason as envisaged in terms hereof, Contract Period shall be proportionately extended.

2.4 Renewal of Contract

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BeMC shall have the option to agree to renew or extend the Contract after the expiry of the Term on same terms and conditions..

2.5 Acceptance of Contract

In consideration of the rights, privileges and benefits conferred upon the Agency, and other good and valuable consideration expressed herein, the Agency here by accepts the Contract and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

2.6 CONDITIONS PRECEDENT

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement except under this Article 2.6 shall be subject to the satisfaction in full of the conditions precedent relating to the other Party (the “Conditions Precedent”). The obligations of a Party under this Article 2.6 shall be effective from the date of execution of this Agreement.

2.6.1. Conditions Precedent for BeMC

The obligations of the Agency hereunder are subject to the satisfaction in full of the following Conditions Precedent by the BeMC. BeMC shall have:

- a. Allocated /demarcated site for processing facility/ Animal Carcass Incineration Plant as a part of the Project on an ‘as is where is basis’;
- b. Provide Access Roads to the Site as per Good Industry Practices; and
- c. Provide support and assistance to Agency (if required) for obtaining required approvals under Applicable Laws;

2.6.2. Conditions Precedent for Agency

The obligations of BeMC hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Agency. The Agency shall have:

- a. provided a certified true copy of its constituent documents;
- b. achieved financial closure i.e. procured and raised all the funds (debt, equity, etc.) necessary to finance the Project as evidenced by the funding documents becoming effective and the Agency having immediate access to the funds there under;
- c. Submit all the specifications, drawings & designs to BeMC for approval.
- d. procured at its own cost, water connection, power connection and other service connections to the Site, help shall be provided by BeMC/BeMC in procurement of the same.
- e. Obtain Environmental Clearance for the project.

Provided that upon request in writing by the Agency, the BeMC may in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Article 2.6.

2.6.3. Satisfaction of Conditions Precedent

- a. Each Party shall make all reasonable endeavors at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of 30 (Thirty) days from the Appointed Date (the “Compliance Period”) unless specified otherwise.
- b. The later of the date within such time when the BeMCs or the Agency fulfils its Conditions Precedent (unless the BeMCs waives the same for the Agency) shall be the date from which the

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relevant and respective obligations of the Parties hereunder shall commence (“Compliance Date”).

2.6.4. Non-Compliance with Conditions Precedent

- a. In the event the Conditions Precedent for Agency have not been satisfied within the stipulated time and BeMC has not waived, fully or partially, such conditions relating to the Agency, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and BeMC shall not be liable in any manner whatsoever to the Agency or Persons claiming through or under it.
- b. In the event this Agreement fails to come into effect on account of non-fulfillment of the Agency’s Conditions Precedent, BeMC shall be entitled to forfeit and encash the Performance Security.
- c. In the event the Conditions Precedent for BeMC have not been satisfied within the stipulated time, then the Agency shall have the option of either: (i) mutually extend the time period for satisfaction of the Conditions Precedent for BeMC or (ii) terminate this Agreement, in which event. In case of extension of time period for fulfillment of Conditions Precedent for BeMC beyond a period of 30 (Thirty) days from the Appointed Date, the Contract Period shall be proportionately extended for the same period.
- d. In the event this Agreement fails to come into effect on account of the non-fulfillment of BeMC Conditions Precedent, BeMC shall return the Performance Security to the Agency; provided there are no outstanding claims of the BeMC on the Agency.
- e. Instead of terminating this Agreement as provided in this Article 2.6, the Parties shall have the option to extend the time for fulfilling the Conditions Precedent by mutual agreement.

ARTICLE 3: PROJECT SITE

3.1 Handover of Site

- a) BeMC shall, within Thirty (30) days from the Appointed Date, hand over to the Agency on as-is-where-is basis, vacant and peaceful physical possession of the Site/ Facility free from Encumbrance, for the purpose of implementing the Project and its operation and maintenance thereof. The Facility shall be handed over only after the completion of the construction of the civil structures.
- b) Upon the Site being handed over pursuant to the preceding sub-article (a), the Agency shall, subject to the provisions of Article 4, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Facility as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Site

- (a) The Agency shall have the right to the use of the Site in accordance with the provisions of this

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Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.

- (b) The Project Facilities shall be and continue to be the property of the BeMC.
- (c) The Agency shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Site save and except as set forth and permitted under this Agreement.
- (d) The Agency shall not, without the prior written approval of the BeMC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (e) The Agency shall allow access to and use of the Site for laying/installing/maintaining telegraph lines, electric lines or for such other public purposes as the BeMC may specify.

Provided that such access or use shall not result in a Material Adverse Effect and that BeMC shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Agency affects the performance of any of its obligations here under, the Agency shall not be deemed or construed to be in breach of its obligations nor shall it incur/suffer any liability on account thereof.

3.3 Peaceful Possession

The BeMC here by warrants that:

- (a) The Site together with the necessary right of way/way-leaves
 - (i) Has been acquired through the due process of law
 - (ii) Belongs to and that the BeMC have full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Agency shall in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.
- (b) The Agency shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole of the Facility during the Contract Period, and in the event the Agency is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator or being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof, the BeMC shall, if called upon by the Agency, defend such claims and proceedings and also keep the Agency indemnified against any consequential loss or damages which the Agency may suffer, on account of any such right, title, interest or charge.

3.4 Applicable Permits

The Agency shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. The Agency shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

ARTICLE 4: AGENCY'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Agency shall have the following obligations:

4.1. Performance Security

- (a) The Agency shall, for the due and punctual performance of its obligations hereunder relating to the

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Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee from a scheduled bank acceptable to BeMC, in favour of the BeMC i.e. the “Brahmapur Municipal Corporation in the form set out in Schedule 4, (“Performance Security”) for a sum equivalent to Rs. @ 1% of Quoted value for a period of **three months beyond the entire contract period**. i.e. Installation & commissioning period of 3 months + Operations & Management period of 5 years + 3 months beyond the entire contract period. Total – 5 Years 6 months from the Appointed Date.

- (b) The Performance Security shall be kept valid and in force for the entire duration of the Contract Period, through periodical renewals, at least one month prior to the expiry of the subsisting Performance Security. In the event the Agency fails to provide the renewed/ extended/ enhanced performance security at least 1 (one) month prior to the expiry of the subsisting Performance Security, so as to maintain the Performance Security valid throughout the term of the Agreement, the BeMC shall have the right to forfeit and appropriate the subsisting Performance Security. Failure of the Agency to maintain the Performance Security in full force and effect throughout the term, in accordance with the provisions hereof, shall constitute Agency Event of default in terms hereof.
- (c) In the event, the Agency is in default or breach of the due, faithful and punctual performance of its obligations under this Agreement, in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the BeMC for or against the Agency under this Agreement or against the BeMC in respect of this Agreement, the BeMC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Performance Security as damages for such default, or loss suffered due to no completion of services within the time period specified herein, or in respect of any dues, demands damages or claims against the Agency.
- (d) The decision of the BeMC as to any breach/ delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Agency and the Agency specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the BeMC under this Contract Agreement is required to be provided in connection with any demand made by the BeMC to recover such compensation through appropriation of the relevant amounts from the Performance Security under this Agreement.
- (e) In the event of encashment of the Performance Security by the BeMC, in full or part, the Agency shall within 15 (fifteen) days of receipt of the encashment notice from BeMC provide a fresh Performance Security or replenish (in case of partial appropriation) the existing Performance Security, as the case may be. The provisions of this Article shall apply mutatis mutandis to such fresh Performance Security. The Agency’s failure to comply with this provision shall constitute a default or breach of the Contract Agreement by the Agency, which shall entitle the BeMC to terminate this Contract Agreement in accordance with the provisions hereof.
- (f) Provided that if the Agreement is terminated due to any event other than a Agency Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to the BeMC’s right to receive amounts, if any, due from the Agency under this Agreement, be duly discharged and released to the Agency.

4.2. General Obligations

The Agency shall at its own cost and expense:

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- a) supply & install the Animal Carcass Incineration Plant, operate, maintain and manage the Project Facilities in accordance with the provisions Contract agreement and Schedules thereof;
- b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Contract Period;
- c) comply with Applicable Law governing the operations of Incinerating of Animal Carcasses at all times during the Contract Period;
- d) ensure disposal of Animal carcasses/ Meat Waste, in a manner which is not detrimental to the environment;
- e) endeavour to improve the ancillary conditions and infrastructure related to the Project,
- f) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- g) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labor laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and here by indemnifies BeMC against any claims, damages, expenses or losses in this regard and that in no case and for no purpose shall BeMC be treated as employer in this regard;
- h) make its own arrangements for installation materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- i) Be responsible for all the health, security, environment and safety aspects of the Project at all times during the Contract Period.
- j) Be responsible for the facility management of the entire project facilities inside the boundary wall.
- k) Ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- l) Upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of BeMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- m) Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- n) Arrangement of water and electricity required for the project will be the responsibility of the Agency at his own cost. Agency will also ensure power back up for the smooth operation of weighbridge, critical electrical system, security & surveillance system, etc.
- o) Disposal of all types of fallen animal from the city and sub-urban areas of Brahmapur. It should be mandatory not to de-skin the dead animals and should be brought to the plant premises for disposal. Carcass in its original form shall be put into the furnace/incinerator.

4.3 No Breach of Obligations

The Agency shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

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- (a) Force Majeure Event;
- (b) BeMC Event of Default;
- (c) Compliance with the instructions of the BeMC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Agency of any of its obligations here under;
- (d) Closure of the Project Facilities or part thereof with the approval of the BeMC.

4.4. Penalties & Damages

In case the Agency fails to fulfill the obligations as set under this Agreement, penalties for non-fulfillment/ damages shall be imposed according to provisions of **Schedule 3**.

4.5 Financing Arrangement

The Agency shall at its cost; expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

4.6. Agency's Representative

The Agency shall deploy a representative on its behalf to be designated as the Project Manager who shall have full authority to act on behalf of the Agency for all matters relating to this Agreement and shall be an overall in charge to ensure implementation of the Project in accordance with the provisions hereof. The Project Manager shall closely co-ordinate with the Project Management Unit and shall be responsible to ensure redressal on an immediate basis, any objections, observations, shortcomings, defects or defaults pointed out by the Project Management Unit during routine inspections and project review meetings and submit action take report to the Project Management Unit within a period no later than 7 (seven) days from the date of conveying of such defect/ shortcoming. The Project Manager or its nominee shall make themselves available for meetings as and when called upon by the Project Management Unit.

4.7. Sole purpose of the Agency

The Agency having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Agency or any of its subsidiaries shall not, except with the previous written consent of BeMC, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

4.8. Employment of trained personal

The Agency shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

4.9. Obligations relating to Project Agreements

- (a) It is expressly agreed that the Agency shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Agency from its obligations or liability hereunder.

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- (b) The Agency shall submit to BeMC the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and BeMC shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Agency within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Agency shall submit to BeMC a true copy thereof, duly attested by a Director of the Agency, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of BeMC to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by BeMC. No review and / or observation of BeMC and / or its failure to review and / or convey its observations on any document shall not relieve the Agency of its obligations and liabilities under this Agreement in any manner nor shall BeMC be liable for the same in any manner whatsoever.
- (c) The Agency shall procure that each of the Project Agreements contains provisions that entitle the BeMC to step into such agreement, in its sole discretion, in substitution of the Agency in the event of Termination. For the avoidance of doubt, it is expressly agreed that in the event the BeMC does not exercise such rights of substitution within a period not exceeding 30 (thirty) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the BeMC and the covenant shall expressly provide for such eventuality.
- (d) The Agency expressly agrees to include the covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the BeMC an acknowledgment and undertaking, in a form acceptable to the BeMC, from the counter party (ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the BeMC in the event of Termination.

4.10 Weighment of Animal Carcasses

- a. The Agency shall set up a computerized weigh bridge of required capacity with facility of RFID tag for weighment of the animal carcasses collected from the roads and other places in Brahmapur as also meat waste supplied by Contracting Authority. This weighment system shall be installed at the entry gate of the proposed processing facility to be decided in consultation with BeMC and should meet the conditions as prescribed in the Schedule to this agreement. The entire weigh bridge solution shall be automated with digital intervention . Such digital solution shall have features like integration with CCTV, Boom-barriers, RFID and Third-party application integration like BeMC website.
- b. The Agency hereby undertakes to pay Penalties to BeMC on account of delays in execution, violations, tempering, malfunction, etc. (“Animal Carcass Non-Incineration Penalty”) as defined in the Schedule 3 to this Agreement.

4.11 Incineration and Processing

The Agency has to set up processing facility to dispose of animal carcasses collected from the roads and other places in Brahmapur and meat waste transported by BeMC through scientific processing

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within Contract Period by way of deploying suitable and adequate number of machinery, equipment, vehicles, and treatment technology. The Agency shall increase the capacity of incinerators in the case the existing facility is not enough to dispose of animal carcass/ meat waste.

It is the responsibility of the Agency to ensure that the entire processing system, as the case may be, shall be established in accordance with Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time. The Agency shall also take all necessary measures to prevent water pollution, air pollution, dust emission and noise emission.

After disposing of the Carcasses, the residual comprises quantity of ash shall be safely disposed of in Sanitary Landfill site.

4.12 Maintenance of Records

The Agency shall maintain records of quantity of animal carcasses collected from the roads and other places in Brahmapur as also meat waste transported/supplied by the Contracting Authority, which shall be disposed of after scientific processing and provide monthly, quarterly and annual reports of the same to the BeMC.

ARTICLE 5: FINANCIAL CLOSURE

5.1. General Obligations

- 5.1.1 The Agency expressly agrees and undertakes that it shall itself be responsible to arrange for financing and/ or meeting all financing requirements for the Project at its cost and shall enter into Financing Agreements with the Lenders for the same.
- 5.1.2 The Agency hereby agrees and undertakes that it shall achieve Financial Closure within 30 (Thirty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 (thirty) days, subject to payment of Damages to the BeMC in a sum calculated at the rate of 0.1 % (zero point one per cent) of the Performance Security for each day of delay.
- 5.1.3 Damages specified herein shall be payable every week in advance and the period beyond the said 30 days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Closure has occurred solely as a result of any default or delay by the BeMC in procuring satisfaction of the Conditions Precedent specified in Article 2.6 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Agency shall be in addition to the Damages, if any, due and payable under the provisions of penalties.

5.2. Termination due to failure to achieve Financial closure

Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial closure does not occur, for any reason whatsoever, within the period set forth in Article 5.1.2 or the extended period provided there under, all rights, privileges, claims and entitlements of the Agency under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Agency, and the Contract Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the financial closure, the provisions of this Article 5.2 shall not apply.

ARTICLE 6: Brahmapur Municipal Corporation's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the BeMC shall have the following obligations:

6.1 Specific Obligations

- (a) BeMC shall make timely payments to Agency as prescribed in **Article 8** of this Agreement.
- (b) BeMC shall handover the Project Facility i.e. the built civil structures for the purpose of setting up of Animal Carcass Incineration Plant
- (c) BeMC shall facilitate in a timely manner all such approvals, permissions and authorizations which the Agency may require or is obliged to seek from BeMC under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the BeMC in the form as set out in Schedule 5, within thirty days (30) days from receipt of request from the Agency to make available such authorization. However, the cost of these utilities will be borne by the Agency.
- (d) BeMC shall make all arrangement to supply and transport meat waste generated from the meat market to the incineration plant for further processing.
- (e) During Installation and commissioning Period, BeMC through its Representative/Consultant may supervise, monitor and inspect the installation works and make report of such inspection stating in reasonable detail the defects or deficiencies, if any as set forth in Article 7 of this Agreement.
- (f) For determining that the installation Works and the maintenance standards conform to the requirements of this Agreement, BeMC or its Representative/Consultant may review the performance from time to time in accordance with Good Industry Practice for quality assurance as set forth in Article 7 of this Agreement.
- (g) BeMC shall make timely payments to Agency as prescribed in Article 8 of this Agreement.

6.2 General Obligations

The BeMC / BeMC shall:

- (a) provide necessary assistance to the Agency in securing Applicable Permits;
- (b) Observe and comply with all its obligations set forth in this Agreement.

ARTICLE 7: MONITORING AND INSPECTION

7.1. During Pre-COD Period

7.1.1. Monthly Progress Reports

During the Pre-Commissioning Period, the Agency shall, no later than 7 (seven) days after the close of each month, furnish to the BeMC, a monthly report on the progress of the Installation Works and promptly give such other relevant information as may be required by the BeMC's representative/Consultant.

7.1.2. Inspection

During the installation Period, the BeMC's Representative/ Consultant shall inspect the Processing Facility and Project Assets at intervals as may be considered essential by the BeMC and make report of such inspection (the "Pre-COD Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the scope of the Project, specifications and

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standards and Good Industry Practices.

It shall send a copy of such a Report to the Agency within 2 (two) days of such inspection/ observation and upon receipt thereof, the Agency shall rectify and remedy the observations, if any, stated in the Inspection Report. Provided however, such inspection or submission of Inspection Report by the BeMC's Representative/Consultant shall not relieve or absolve the Agency of its obligations and liabilities hereunder in any manner whatsoever.

7.1.3. Tests

For determining that the Processing Facility and Project Assets conform to the specifications and requirements of this Agreement, the BeMC or its BeMC's Representative/Consultant may specify the tests from time to time, in accordance with Good Industry Practice for quality assurance. The Agency shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the BeMC/its representative. For the avoidance of doubt, the costs to be incurred on any such test undertaken shall be borne solely by the Agency.

In the event that results of any tests conducted under this Article 7.1.3 above establish any defects or deficiencies in the works, the Agency shall carry out remedial measures and furnish a report to the BeMC or its Representative in this behalf. For the avoidance of doubt, it is agreed that tests pursuant to this Article 7.1.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Agency for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Agency to the BeMC or its Representative forthwith.

7.2. Post Commissioning period

7.2.1. Monthly Status Reports

The Agency shall, no later than 7 (seven) days after the close of each month, furnish to the BeMC a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the maintenance requirements, the quantity of animal carcass/meat waste processed (with log book entry signed by BeMC's Authorized person and shall promptly give such other relevant information as may be required by the BeMC. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

7.2.2. Inspection

The BeMC shall inspect or cause to be inspected the execution of the Project at least once a month. It shall make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, with reference to the maintenance requirements, performance parameters or requirements as set forth in this Agreement including Schedules, and send a copy thereof to the Agency within 7 (seven) days of such inspection and upon receipt thereof, the Agency shall rectify and remedy the defects or deficiencies, if any, stated in the Post COD Inspection Report. Such inspection or submission of Post COD Inspection Report by the BeMC shall not relieve or absolve the Agency of its obligations and liabilities hereunder in any manner whatsoever.

7.2.3. Remedial measures

The Agency shall repair or rectify the defects or deficiencies, which have impact on the operations/ efficiency of the Project, if any, set forth in the Post Commissioning Inspection Report and furnish a report in respect thereof to the BeMC within 15 (fifteen) days of receiving the Post COD Inspection Report; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Agency shall submit progress reports to the BeMC of the repair works once every week until such works are completed in conformity with this Agreement.

During the Operation and maintenance period, the Agency undertakes to adhere to the O&M Requirement as per the scope of work mentioned in the RFP and to the specifications mentioned in Schedule 3 of this agreement during the entire O&M Period including renewal, if any. If the Agency is found to be in violation of any of the Mandatory Operational Requirements as per the requirement of the agreement, then Authority will issue a notice of non-compliance to Agency. The notice will provide a cure period depending upon the nature of non-compliance.

In the event that remedial measures are not completed by the Agency in conformity with the provisions of this Agreement, the BeMC shall be entitled to recover Damages from the Agency as per provisions of this Agreement.

7.2.4. BeMC's right to take Remedial measures

7.2.4.1. In the event the Agency does not maintain and/ or repair the Processing Facility/ Project Assets or any part thereof in conformity with the maintenance requirements or performance parameters requirements or requirements as set forth in this Agreement including Schedules, and fails to commence remedial works within 15 (fifteen) days of receipt of notice in this behalf from the BeMC, as the case may be, the BeMC shall, without prejudice to its right under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Agency, and to recover its cost from the Agency. In addition to recovery of the aforesaid cost, an additional sum equal to 10% (ten percent) of such cost shall be paid by the Agency to the BeMC as Damages.

7.2.4.2. The BeMC shall have the right, and the Agency hereby expressly grants to the BeMC the right, to recover the costs and Damages specified in Article 7.2.4.1 directly from the Performance Security. BeMC may also terminate the contract and blacklist the Agency for a period as deemed suitable by BeMC. Any demand from BeMC stating that a specified amount is payable shall be final, binding and conclusive on the Agency.

ARTICLE 8: PAYMENT TERMS

8.1 Cost of supply and installation of the ACIP, Operation and Maintenance (O&M) Cost and Processing Fee

- (a) Subject to the provisions of this Agreement and in consideration of the Agency accepting the Contract and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Contracting Authority/Confirming Party agree and undertake to pay to Agency, the **cost of supply and installation of the ACIP** after the successful commissioning of the ACIP and as certified by BeMC. Invoice shall be raised within 15 days of successful commissioning of the ACIP and submit to BeMC as per the rates mentioned in Financial Proposal of the Agency and as accepted by the Authority (BeMC).
- (b) Apart from the Supply and Installation cost of ACIP (Capex). The Agency shall also be paid and amount on the basis of the monthly invoice comprising both the components as per the Financial Proposal i.e. Operation and Maintenance cost per month (Fixed Component) and Processing Fees (Variable Component), which shall be verified by BeMC. The Agency shall raise monthly invoice and attach daily weights sheets of the electronic weigh bridge installed at the entrance of the Processing Facility site.
- (c) The **Operation and Maintenance (O&M) Cost** shall include the following:

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- i. Facility management of the entire project facility within the boundary wall area including the landscape works and the cost of consumables;
 - ii. Expenses towards water, electricity, manpower required for the operation and maintenance of the crematorium facility.
- (d) Apart from the O&M Fee per month, the Agency shall also be paid **Processing Fee** for the total weight of the animals incinerated in a month on the basis of Processing Fee per Kg quoted by the bidder in the Financial Proposal and as accepted by the Authority. This would basically include the running cost of the ACIP for the incineration. The Agency shall submit to BeMC a statement (“Processing Fee Statement”) providing the following details:
- (i) Total quantity of Animal Carcasses/ Meat Waste incinerated at the project site;
 - (ii) Quantity of Animal Carcasses/ Meat Waste and transported to Processing Plant on each day of the previous Month;
 - (iv) Aggregate quantity of Animal Carcasses/ Meat Waste for the previous Month,
 - (v) Amount of Processing Fee for the previous Month calculated in accordance with the processing fee rate quoted by the Agency as in Financial Proposal of the Agency; and the criteria given below in (vi).
 - (vi) BeMC shall pay to the Agency Processing Fee in any given month after the commissioning date till the end of the Contract Period. Monthly processing fee will be calculated as follows:

$$MPF = PFK * W$$

Where MPF is the Monthly Processing Fee, PFK is the Processing Fee Rate Per Kilogram, W is the weight of animal carcasses/ meat waste incinerated during any given month at the project.

8.2 Payment Mechanism

- (a) Payment for Supply and Installation of ACIP:

Serial No.	Payment Milestone	%
1.	On successful competition of civil structure, installation and commissioning of machinery	70% of the Agreement value
2.	On completion of 3 rd year of Operation & Maintenance	10% of the Agreement value
3.	At the end of 5 th year of Operation & Maintenance	20% of the Agreement value

- (b) Payment for Operation & Maintenance and the Processing Fee:

- i. The Agency shall raise by 5th day of a Month, the bill/ invoice for Monthly Processing Fees and O&M Fee. The invoice thus raised shall, subject to due performance by Agency and other terms and conditions of this Agreement and submitted to BeMC for release of payment.
- ii. BeMC shall make the payment of the monthly invoice within 45 days of receipt of the Invoice after due verification of the records of weight of animals in a month.
- iii. Payment will be released after ensuring that animal carcasses/meat waste is processed as per the applicable rules in force and removed from the site for further disposal. If any malpractice is observed in this, heavy penalty shall be imposed as per **Schedule 3**. If malpractice is observed second time, BeMC may even cancel the contract & initiate legal action against the Agency which may also include blacklisting.
- iv. Payment for the Operation and Maintenance cost per month shall be based on the proper maintenance of the Crematorium Facility as per the satisfaction of the Authority.

8.3 Escalation

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The Annual Operation & Maintenance Cost payable to the Agency shall be **escalated by 5% after 3 years till the end of 5th year.**

8.4 Charges for Private Pets

The Agency shall be allowed to collect the charges for cremating the private pets directly from the citizens. However, the charges shall be fixed in consultation with BeMC and not exceeding Rs.1000/- per pet for the pet weighing up to 20 kgs and Rs.2000 per pet for the pet weighing more than 20 kgs. It is mandatory to keep records of the pets cremated and the amount of Gas used for such incineration. The Weight of the total numbers of private pets incinerated shall be deducted from the total weight of the other dead animals incinerated from the monthly billing of the Processing Fee.

Thus, the Agency shall quote for the costs in the Financial Proposal considering the expected revenues from the cremation of private pets.

ARTICLE 9. Deleted

ARTICLE 10: FORCE MAJEURE

10.1 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- (a) earthquake, flood, inundation and land slide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- (c) fire caused by reasons not attributable to the Agency or any of the employees, Contractors or agents appointed by the Agency for purposes of the Project;
- (d) acts of terrorism;
- (e) strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Agency
- (f) action of a Government Agency having Material Adverse Effect including but not limited to
 - (i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Agency's rights in relation to the Project
 - (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Agency in any proceedings which is non-collusive and duly prosecuted by the Agency, and
 - (iii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or there vocation of any Applicable Permits, in each case, for reasons other than Agency's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Agency as the case may be is bound.
- (g) Early termination of this Agreement by BeMC for reasons of national emergency or security.
- (h) any failure or delay of a Agency caused by any of the sub-clauses (f) and (g) herein above, for which no offsetting compensation is payable to the Agency.
- (i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure

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or delay of the Agency caused by the events mentioned in this sub clause for which no off setting compensation is payable to the Agency.

10.2 Notice of Force Majeure Event

- (a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
- (i) The nature and extent of the Force Majeure Event;
 - (ii) The estimated Force Majeure Period;
 - (iii) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (iv) The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - (v) Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.
- (b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:
- (i) Assess the impact of the under lying Force Majeure Event,
 - (ii) To determine the likely duration of Force Majeure Period and,
 - (iii) To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the under lying Force Majeure Event.
- (c) The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

10.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) Due notice of the Force Majeure Event has been given as required by the preceding **Clause 10.2**;
- (b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (d) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- (e) The Affected Party shall continue to perform such of its obligations which are not affected by

the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and

- (f) Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

10.4 Termination due to Force Majeure Event

(a) Termination

If a Force Majeure Event, excluding events described under Clauses 10.1 (f), 10.1(g) and 10.1(h), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event described under Clauses 10.1(f), or 10.1(h), and the same subsists for a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement.

Provided that Contracting Authority may at their sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 10.1(f) or 10.1(h).

(b) Termination Notice

If any Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out;

- (i) In sufficient detail the underlying Force Majeure Event;
- (ii) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) The estimated Termination Payment including the details of computation thereof and;
- (iv) Any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) The Termination Payment, if any, payable by the Contracting Authority in accordance with the following **clause (d)** is paid to the Agency on the Termination Date and
- (ii) The Project Facilities are handed back to the Contracting Authority by the Agency on the Termination Date free from all Encumbrance.

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Agency by the Contracting Authority in accordance with the following:

- (i) If Termination is due to a Force Majeure Event, described under Clauses 10.1 (a) to 10.1(e), no Termination Payment shall be made by the Contracting Authority to the Agency but, the Agency shall be entitled to receive and appropriate the proceeds of any amounts under

insurance policies and

- (ii) If Termination is due to the occurrence of any event described under Clauses 10.1(f), 10.1(g) or 10.1(h), the Contracting Authority shall pay to the Agency Termination Payment as calculated in the following clause (e).
- (iii) If Termination is due to the occurrence of any event described under Clause 10.1 (i), the Contracting Authority shall subject to the certification of BeMC, pay to the Agency, Termination payment as calculated in the following clause (e). Provided the Contracting Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Contracting Authority from the Agency as on the Termination Date.

(e) Calculation of Termination Payment

Termination Payment shall be calculated as set out below:

- (i) If Termination is due to the occurrence of any event described under **Clauses 10.1(f), 10.1(g) or 10.1(h) or 10.1 (i)**:

Termination Payment = 100% of Book Value as on the Date of Termination Notice.

10.5 Liability for other losses, damages etc.

Save and except as expressly provided in this **Article 10**, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 11: CHANGES IN LAW

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- (i) The enactment of any new Indian law including laws related to environment;
- (ii) The repeal, modification or re-enactment of any existing Indian law
- (iii) A change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law shall not include:

- (i) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge (including interalia, bye laws, directions, orders, regulations to be issued under the SWM Rules),
 - (iii) Any change in the rates of the Taxes which have a direct effect on the Project.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Agency taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Agency is obliged to incur Additional Costs, and BeMC may subsequently reimburse to the Agency such Additional Costs as per the assessment of BeMC or as per the mutually agreed terms.
 - (c) Upon occurrence of a Change in Law, the Agency may, notify BeMC of the following:
 - (i) The nature and the impact of Change in Law on the Project
 - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Agency on account of Change in Law
 - (iii) The measures, which the Agency has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost

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- (iv) The relief sought by the Agency
- (d) Upon receipt of the notice of Change in Law issued by the Agency pursuant to preceding sub-clause, BeMC and the Agency shall hold discussions and take all such steps as may be necessary including determination / certification by the Contracting Authority of the quantum of the Additional Cost to be borne and paid by BeMC.
- (e) BeMC shall within 45 days from the date of determination of quantum of Additional Cost, provide relief to the Agency in the manner as mutually agreed upon by the Parties.

ARTICLE 12: EVENTS OF DEFAULT AND TERMINATION

12.1 Events of Default

Event of Default shall mean either Agency's Event of Default or BeMC's Event of Default or both as the context may admit or require.

(a) Agency Event of Default

Any of the following events shall constitute an Event of Default by the Agency ("Agency Event of Default") unless such event has occurred as a result of one or more of the following reasons:

- (i) The Agency has failed to adhere to the Installation Requirements as set forth in Schedule 2 of the Contract Agreement;
- (ii) The Agency has failed to achieve Commissioning Date within Ninety (90) days of the Agreement Date for any reason whatsoever;
- (iii) The Agency is in Material Breach of any of its obligations under this Agreement in respect of which a specified time period has not been specified in this Agreement and the same has not been remedied for more than 30 (thirty) days;
- (iv) Any representation made or warranty given by the Agency under this Agreement is found to be false or misleading;
- (v) A resolution for voluntary winding up has been passed by the shareholders of the Agency;
- (vi) Any petition for winding up of the Agency has been admitted and liquidator or provisional liquidator has been appointed or the Agency has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of BeMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Agency under this Agreement;
- (vii) Abandonment of the Project by the Agency;
- (viii) The Agency has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (ix) The Agency has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 (ninety) days.
- (x) The Agency fails to obtain and maintain a valid Performance Bank Guarantee for the requisite amounts in terms of this Agreement.

(b) BeMC's Event of Default

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Any of the following events shall constitute an Event of default by BeMC ("BeMC's Event of Default"), when not caused by a Agency Event of Default or Force Majeure Event:

- (i) The Sites has not been handed over by the Authority to the Agency within Thirty (30) days of Appointed Date;
- (ii) BeMC has failed to make any payments due to the Agency and more than 180 days have elapsed since such default;
- (iii) BeMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Agency;
- (iv) BeMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (v) BeMC has unreasonably withheld or delayed grant of any approval or permission which the Agency is obliged to seek under this Agreement, and there by caused or likely to cause Material Adverse Effect.
- (vi) Any representation made or a warranty given by BeMC under this Agreement has been found to be false or misleading.

12.2 Termination due to Event of Default

(a) Termination for Agency's Event of Default

- (i) Without prejudice to any other right or remedy which BeMC may have in respect thereof under this Agreement, upon the occurrence of a Agency Event of Default, BeMC shall, be entitled to terminate this Agreement in the manner as set out under **Clause 12.2 (a) (ii) and Clause 12.2 (a) (iii)**.

Provided however that upon the occurrence of a Agency Event of Default as specified under **Clause 12.1 (a)**, the Contracting Authority may terminate this Agreement by issue of Termination Notice in the manner set out under **Clause 12.2 (c)**

- (ii) If BeMC decides to terminate this Agreement pursuant to proceeding, it shall in the first instance issue Preliminary Notice to the Agency. Within fifteen (15) days of receipt of the Preliminary Notice, the Agency shall submit to BeMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Agency's Proposal to Rectify"). In case of non-submission of the Agency's Proposal to Rectify within the said period of 15 days, BeMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.
- (iii) If the Agency's Proposal to Rectify is submitted within the period stipulated there for, the Agency shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however the Agency fails to remedy/cure the underlying Event of Default within such further period allowed, BeMC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security.

(b) Termination for BeMC's Event of Default

- (i) Without prejudice to any other right or remedy which the Agency may have in respect thereof under this Agreement, upon the occurrence of BeMC Event of Default, the Agency shall be entitled to terminate this Agreement by issuing Termination Notice.

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- (ii) If the Agency decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to BeMC. Within 15 days of receipt of Preliminary Notice, BeMC shall forward to the Agency its proposal to remedy/cure the underlying Event of Default (the "BeMC Proposal to Rectify"). In case of non-submission of BeMC Proposal to rectify within the period stipulated therefore, Agency shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If BeMC Proposal to Rectify is forwarded to the Agency within the period stipulated therefore, BeMC shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however BeMC fails to remedy/cure the underlying Event of Default within such further period allowed, the Agency shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- (i) In sufficient detail the underlying Event of Default;
- (ii) The Termination Date which shall be a date occurring not earlier than 45 days from the date of Termination Notice;
- (iii) The estimated termination payment including the details of computation thereof; and,
- (iv) Any other relevant information.

(d) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- (ii) The termination payment, if any, payable by BeMC in accordance with the following **sub-article (f)** is paid to the Agency on the Termination Date; and
- (iii) The Project Facilities are handed back to BeMC as instructed by BeMC, by the Agency on the Termination Date free from any Encumbrance along with any payment that may be due by the Agency to BeMC.

(e) Withdrawal of Preliminary Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Preliminary Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Preliminary Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(f) Termination Payments

Upon Termination of this Agreement on account of BeMC Event of Default, the Agency shall be entitled to withdraw the Performance Security, if subsisting, and receive from BeMC, termination payment.

The calculation is explained below:

Termination Payment= (100% of Book Value as on the Date of Termination Notice)

(g) Termination Payment for Agency Event of Default

Upon Termination of this Agreement on account of Agency Event of Default, no Termination Payment shall be made to the Agency and the BeMC shall be entitled to forfeit the Performance Security of the Agency.

12.3 Rights of BeMC on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, BeMC shall upon making the Termination Payment, if any, to the Agency, have the power and authority to:
 - (i) Enter upon and take possession and control of the Project Facilities forth with;
 - (ii) Prohibit the Agency and any person claiming through or under the Agency from entering upon/dealing with the Project Facilities;
- (b) Notwithstanding anything contained in this Agreement, the Contracting Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Agency in connection with the Project, and the hand back of the Project Facilities by the Agency to BeMC shall be free from any such obligation.
- (c) Termination Payment shall become due and payable to the Agency within 30 (thirty) days of a demand being made by the Agency to the BeMC with the necessary particulars; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that the Termination Payments shall become due and payable by the BeMC upon actual or constructive transfer of the Project Assets by the Agency to the BeMC clear from all encumbrances, charges and liens whatsoever, unless expressly agreed by the Parties otherwise.

12.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 13: Deleted

ARTICLE 14: HANDBACK OF PROJECT FACILITIES

14.1 Ownership

Without prejudice and subject to the Contract, the ownership of the Project Facilities, including all improvements made there in by the Agency, shall at all times remain that of Contracting Authority i.e. BeMC.

14.2 Condition Survey

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- (a) The Agency agrees that on the service of a Termination Notice or 180 (one hundred and eighty) days prior to the expiry of the Term by efflux of time, it shall conduct or cause to be conducted by the BeMC, a survey (“**Condition Survey**”) and inventory of the Project to ascertain the condition thereof, verify compliance with the Agency’s obligations under this Agreement and to prepare an inventory of the assets comprised in the Project;
- (b) If, as a result of the Condition Survey, the BeMC shall observe/notice that the Project or any part thereof is not in the condition required thereof under this Agreement (except normal wear and tear) the Agency shall, at its cost and expenses, take all necessary steps to put the same in the requisite conditions well before the Termination Date.
- (c) In the event the Agency fails to comply with the provisions of this Agreement, the BeMC may itself cause the Condition Survey and inventory of Project to be conducted. The BeMC shall be compensated by the Agency for any costs incurred in conducting such survey and preparation of inventory as also in putting the Project in the requisite condition. In event, the Agency fails to pay the cost incurred, the BeMC shall be entitled to recover the amount from its invoices and/ or the Performance Security.

14.3 Agency’s Obligations upon Termination

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon termination due to a Force Majeure Event or Event of Default or expiry of the Term by efflux of time.

- (a) The Agency shall subject to the provisions of this Agreement:
 - (i) hand over to the BeMC or its nominated agency free of cost the vacant and peaceful possession of the Project.
 - (ii) hand over/transfer to the BeMC all its rights, titles and interest in or over the assets comprised in the Project and the Project Assets (including movable assets which the BeMC agrees to take over) which are required to be transferred to the BeMC in accordance with this Agreement and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
 - (iii) hand over to the BeMC all documents, Proprietary Material, specification of the ACIP, manuals and records relating to the Project Assets and Project.

It is clarified that only the assets of the Agency shall be taken over, free of cost and no liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Agency shall be taken over by the BeMC. The Agency’s employees shall be the Agency’s/Successful Bidder’s responsibility even after the expiry of the Term.

- (iv) transfer or cause to be transferred/assigned to the BeMC any Project Agreements which are (A) valid and subsisting, (B) capable of being transferred to the BeMC and (C) those the BeMC has chosen to take over, and cancel or cause to be cancelled entirely at its cost such Project Agreements not transferred to the BeMC.
- (v) at its cost, transfer to the BeMC all such Applicable Approvals which the BeMC may require and which can be legally transferred.
- (vi) at its cost remove from the Site all such moveable assets which are not taken over by or

transferred to the BeMC. In the event the Agency fails to remove such objects within the stipulated time, the BeMC may remove and transport or cause removal and transportation of such objects, after giving the Agency notice of its intention to do so to a suitable location for safe storage. The Agency shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.

- (b) All proceeds of insurance claims shall be deposited in a separate account and the Agency or Persons claiming through or under it shall have no claim thereon or rights thereto unless and until all dues of/damages payable to the BeMC or any Government Authority or in respect of the Project have been cleared and no amounts payable/refundable to either of them by the Agency pursuant to this Agreement are outstanding.
- (c) The Agency and the Persons claiming through or under it shall forthwith vacate the Site without any delay or demur.
- (d) The BeMC shall be entitled to encash any subsisting Performance Security/bank guarantee(s) provided by the Agency, if the Termination is on account of Event of Default Agency

14.4 Divestment Certificate

- a) On the Termination Date the BeMC shall verify, in the presence of the Agency or of a representative of the Agency, compliance by the Agency with the requirements of this Agreement, as the case may be. In the event the BeMC notifies the Agency of shortcomings, if any, in the Agency's compliance with such requirements, the Agency shall forthwith cure the same.
- b) Upon Termination (due to Force Majeure Event or Event of Default or expiry of the Term by efflux of time), the divestment by the Agency of all rights, title and interest in the Project and the Project Assets and the Project Facilities shall be deemed to be complete on the Termination Date but no later than 30 (thirty) days thereafter, by when all the requirements of this Agreement shall be fulfilled. The BeMC shall upon fulfilment of the requirements of this Agreement issue a certificate (the "**Divestment Certificate**").

ARTICLE 15: DISPUTE RESOLUTION

15.1 Amicable Resolution

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Article 15.2 shall become applicable

15.2 Arbitration

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

Arbitration proceedings shall be held in Brahmapur, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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The decision of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

ARTICLE 16: INSURANCE

16.1 Insurance Cover

The Agency shall, at its cost and expense, purchase and maintain effective from the Compliance Date and during the Term such insurance policies for such maximum sums as are necessary and customary under Financing Documents and Applicable Laws, and/or in accordance with Good Industry Practice (or may in the future become available) on commercially reasonable terms and reasonably required to be maintained consistent with projects and facilities of the size and type of the Project, including but not limited to the following:

- (a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Agency, at replacement value;
- (b) liability to third parties for goods or property damage;
- (c) Statutory insurances such as workmen's compensation insurance or any other insurance required by the Applicable Laws;
- (d) Comprehensive Third Party liability insurance including injury or death to Persons who may enter the Site;
- (e) the Agency's general liability arising out of the Contract;
- (f) any other insurance that may be necessary to protect the Agency and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above.

16.2 Insurance Companies and Costs

- (a) The Agency shall insure all insurable Project Assets comprised in the Project and/or the Project.
- (b) All insurance policies supplied by the Agency shall include a waiver of any right of subrogation of the insurers there under against, inter alia, the BeMC, and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.
- (c) The Agency hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the BeMC, and its affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Agency may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Agency pursuant to this Agreement (other than Third Party liability insurance policies) or because of deductible Articles in or inadequacy of limits of any such policies of insurance, unless otherwise mentioned in this Agreement.

16.3 Evidence of Insurance Cover

The Agency shall, from time to time, provide to the BeMC copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Agency in accordance with this Agreement.

16.4 Application of Insurance Proceeds

All moneys received under insurance policies shall be promptly applied by the Agency towards repair or renovation or restoration or substitution or replacement of the Project or any part thereof, which may have been damaged or destroyed. The Agency shall carry out such repair or renovation or restoration or substitution or replacement to the extent possible in such manner that the Project or any part thereof, shall, after such repair or renovation or restoration or substitution or replacement be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

16.5 Validity of the Insurance Cover

The Agency shall pay the premium payable on such insurance policies so as to keep the policies in force and valid throughout the Term and furnish copies of the same to the BeMC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) days' clear notice of cancellation is provided to the BeMC in writing. If at any time the Agency fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the BeMC may at its option purchase and maintain such insurance and all sums incurred by the BeMC in this behalf shall be reimbursed by the Agency forthwith on demand, failing which the same shall be recovered by the BeMC by exercising right of set off or otherwise from the Performance Security.

ARTICLE 17: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

17.1 Proprietary Material

- (a) The property in all details, plans, concepts, technology, specifications, schedules, programs, reports, calculations, documents and other works relating to the Project, including intellectual property rights therein or thereto, whether registered or not, hereafter referred to as "**Proprietary Material**", which have been or are hereafter written, originated, made or generated by the Agency or any of its employees, Contractors, consultants or agents in connection with this Agreement or the installation, operation, maintenance and management of the Project, shall be and remain at all times the property of the Agency, vest exclusively in the Agency and ensure to the exclusive benefit of the Agency.
- (b) The Agency, as beneficial owner, hereby grants to the BeMC a perpetual non-exclusive license to use such Proprietary Material in connection with the Project. Such license shall carry the right to use the Proprietary Material for all purposes connected with the Project; however, it shall not be transferable to a Third Party. Such license shall automatically get extended to the BeMC for Project purpose only, and not for Third Party use or transfer, upon the Termination or expiration of this Agreement or the discharge by the Agency of its duties hereunder.
- (c) Nothing in this Article 17.1 shall be construed to grant the BeMC or Persons claiming through or under it any right or license with respect to such Proprietary Material, save and except as otherwise expressly herein.

17.2 Confidentiality

- (a) The BeMC shall not at any time divulge or disclose or suffer or permit its employees or agents to divulge or disclose, transfer, communicate to any Person or use in any manner for any purpose unconnected with the Project any Proprietary Material or other information, material, documents, records or data, concerning the Project, the Agency and the BeMC (including any information concerning the contents of this Agreement) except to its directors, officials, employees, Contractors, consultants, agents or representatives on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

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- (b) The BeMC shall use such Proprietary Material and information only for the purposes of this Agreement or as otherwise expressly permitted by the Agency in writing.
- (c) The Agency shall ensure that all its directors, employees, Subcontractors, consultants, agents or representatives execute, deliver and comply with customary confidentiality and nondisclosure agreements reasonably required and approved by BeMC, with respect to the Project.
- (d) The aforesaid provisions shall not apply to the following information: -
 - i. obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
 - ii. already in the public domain otherwise than by breach of this Agreement;
 - iii. disclosed due to a court order or under any Act of GoI/GoO.

17.3 Survival

The Agency and the BeMC accepts and confirms that the provisions of this Article 17 shall survive the expiration or any earlier termination of this Agreement.

ARTICLE 18: REPRESENTATIONS AND WARRANTIES

18.1 Representations and Warranties of the Agency

The Agency represents and warrants to Contracting Authority that:

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Agency's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (g) There are no actions, suits, proceedings or investigations pending or to the Agency's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Agency Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (j) subject to receipt by the Agency from BeMC of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Agency in and to the Project Facilities shall pass to and vest in the BeMC on the Termination Date free and clear of all Encumbrances without any further act or

deed on the part of the Agency or Contracting Authority;

- (k) no representation or warranty by the Agency contained herein or in any other document furnished by it to Contracting Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Agency to any person to procure the Contract.
- (m) Without prejudice to any express provision contained in this Agreement, the Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by Contracting Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations here under.
- (n) The Agency also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Contracting Authority shall not be liable for the same in any manner whatsoever to the Agency.

18.2 Representations and Warranties of Contracting Authority

Contracting Authority represents and warrants to the Agency that:

- (a) Contracting Authority has full power and authority to grant the Contract;
- (b) Contracting Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) There are no suits or other legal proceedings pending or threatened against Contracting Authority in respect of the Project Facilities or the Project.

18.3 Obligation to Notify Change

In the event that any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 19: MISCELLANEOUS

19.1 Assignment and Charges

- (a) The Agency shall not assign in favor of any person this Agreement or the rights, benefits and obligations here under save and except with prior consent of BeMC.
- (b) The Agency shall neither create nor shall permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of BeMC, which consent BeMC be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in clauses(a) and (b) above shall not apply to:
 - (i) Liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Agency;
 - (ii) Pledges/hypothecation of goods / moveable assets, revenue and receivables as security for indebtedness, in favor of the Lenders and working capital providers for the Project;

- (iii) Assignment of Agency's rights and benefits under this Agreement to or in favor of the Lenders as security for financial assistance provided by them.

19.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Brahmapur only shall have jurisdiction over all matters arising out of or relating to this Agreement.

19.4 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - (i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation here under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

19.5 Survival

Termination of this Agreement

- (a) Shall not relieve the Agency of any obligations already incurred here under which expressly or by implication survives Termination hereof, and Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

19.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties here to and evidenced in writing.

19.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery/ registered post/recognized international courier/ mail/ telex and delivered or transmitted to the Parties at their respective addresses set forth below:

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If to the Contracting Authority	If to the Agency
The Commissioner Tank Rd, Gandhi Nagar, Brahmapur, Odisha 760002, Odisha Email: mcbemc08@gmail.com	Managing Director Address _____

19.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

19.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in anyway relevant to this Agreement shall be in writing and in English language.

19.10 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

19.11 Counter parts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESSETH WHERE OF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of Contracting Authority by:

(Signature) (Name)
(Designation)

For and on behalf of Agency by:

(Signature) (Name)
(Designation)

In the presence of:

- 1)
- 2)

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

SCHEDULE 1: DETAILS OF PROJECT SITE

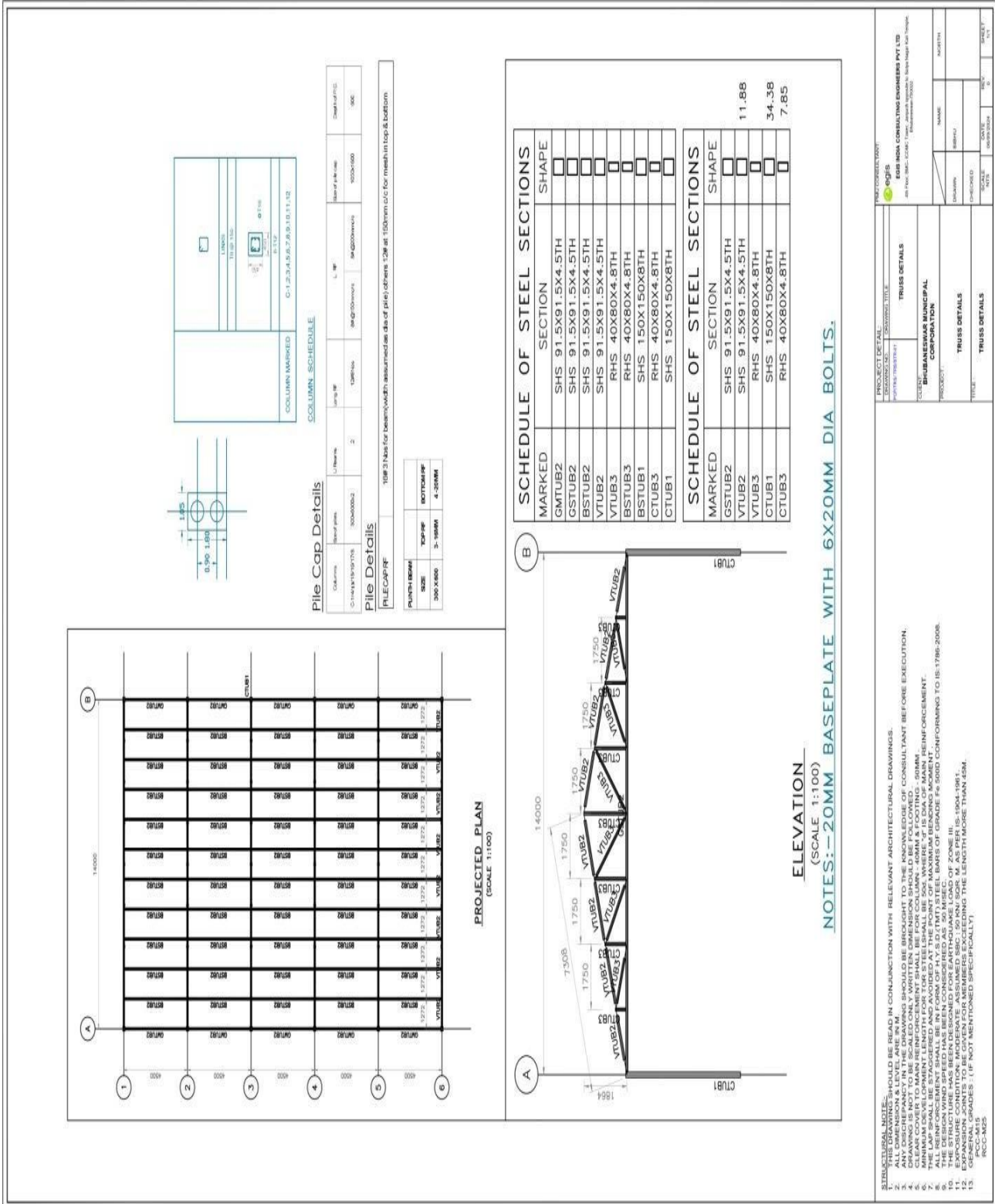
An area of approx 900 sqmt has been earmarked by the Contracting Authority at gosaninugaon crematorium for the purpose of setting up an animal carcass disposal facility. This site is located inside Gosaninugaon crematorium, Brahmapur. It is easily accessible and also located at a reasonable distance from habitations. Layout Plan and Aerial View of the Proposed Project Site are enclosed herewith.



Site Coordinates : Latitude 19.293400564655812, Longitude 84.78627563499708

Setting Up of Animal Carcass Incineration Plant in Brahmapur for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

Layout Plan for Animal Carcass Disposal Facility



1. STRUCTURAL NOTE: ALL DIMENSIONS SHOULD BE READ IN CONJUNCTION WITH RELEVANT ARCHITECTURAL DRAWINGS.
2. ALL DIMENSIONS & LEVELS ARE IN M.
3. DIMENSIONS SHOULD BE BROUGHT TO THE ATTENTION OF CONSULTANT BEFORE EXECUTION.
4. DRAWING IS NOT TO BE SCALED ONLY WRITTEN DIMENSION SHOULD BE FOLLOWED.
5. MINIMUM DEVELOPMENT LENGTH FOR STEEL SHALL BE 50M, WHERE 'L' IS DIA OF MAIN REINFORCEMENT.
6. ALL REINFORCEMENT SHALL BE IN FORM OF T & D THAT STEEL BARS OF GRADE 500D (CONFORMING TO IS 1786-2008).
7. THE DESIGN WIND SPEED HAS BEEN CONSIDERED AS 50 M/SEC.
8. EXPOSURE CONDITION: MODERATE ASSUMED SEC. 50 MM/50M M AS PER IS-1904-1987.
9. GENERAL GRADES: (IF NOT MENTIONED SPECIFICALLY).
10. RCC-M25.

SCHEDULE 2: CONSTRUCTION REQUIREMENTS

A. At site the following equipment/requirements will be required for complete system: -

- **OFF loading arrangement (mechanically/hydraulically combination):** A mechanical / hydraulic mechanism shall be provided for offloading dead animal / meat waste from Carrying vehicle to charging trolley and then again from charging trolley to hearth of incineration machine. A shed/building shall be constructed for this purpose
- **Fuel Storage:** In case of L.P.G, cylinder banks will be used for storage of gas and through gas train/line it will be supplied to the burners of both incinerators (large & Small). Source of supply and gas train will be same i.e. single unit for both the machines. This all system will work automatically.
- **Cold Storage:** Cold storage shall be installed by BeMC as per the future requirements.
- **Stainless Steel Container(s):** The Agency shall arrange/provide the Stainless Steel Container(s) (SS 304) for keeping of meat wastage brought by the Contracting Authority i.e. BeMC.
- **Incineration Machines:** Incinerators units will be used for incineration of dead animals as per their size and category, and temp of machine will be kept as per requirement. The minimum capacity of incinerator shall be 100 Kg per hour.
- **Pollution Control Equipment Exhaust Chimney:** Pollution Control Equipments (wet scrubber) shall be installed for keeping all the system eco-friendly and human friendly. All exhaust gases shall be out in atmosphere at a height of more than 100 feet from ground level or as per the prevalent Pollution Control Board guidelines/ directions at the time of installation of Chimney. The pollution control equipment/exhaust chimney shall also be a single unit and shall be used for both machines.
- **Vehicle washing Arrangement:** A mechanically operated vehicle washing arrangement in the washing area shall be provided and after off-loading the dead animals in the charging trolley, the vehicle(s) shall be sent into washing area to clean the vehicle (s) prior to next trip.
- **Electric Control Room:** An Electric control panel room will be made at one corner, keeping in mind the requirement of electricity for running of machines auxiliary as well as for lighting purposes of office and residential quarters.
- **Certification:** All the equipment / machines of adequate sizes and capacity and manufactures shall be ISO & CE certified.

B. Indicative Minimum Deployment for Animal Carcass Furnace

1. MAIN ANIMAL CARCASS FURNACE CONSISTING OF

a)	Fabricated frame for housing refractory bricks and other equipment's	01 No.
b)	Ash removing door, Ash collecting door and Ash Tray.	01 Set.
c)	Body loading door.	01 No.
d)	Furnace supporting frame.	01 Set.
e)	Body Charging Door open close mechanism.	01 Set.
f)	Automatic Gas Burners.	01 Set.

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g)	Ash removing tools.	01 Set.
h)	Any other accessories required to complete furnace.	01 Set.

2. REFRACTORY MATERIALS:

Refractory materials for furnace shall consist of IS 8 fire Bricks and "whyheat K" castables, Grooved refractory to increase mechanical strength Hot face & cold face insulating bricks, ceramic blankets covering slabs of different sixes, body resting bricks, arch bricks and other shaped bricks consisting of refractory materials to build a furnace chamber with all fresh air & smoke exhaust trench construction for heat retailing in the chamber. Door insulation is filled with ceramic blanket & castables	01 Set.
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3. AUTOMATIC GAS BURNERS

Gas burners should be of such type that they have ability to create mixture of gas air ratio to achieve maximum burning rate. The burners shall be such so as to achieve low ratio of Gas with maximum temp at chamber area	01 Set.
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4. BODY LOADING & CHARGING TROLLEY:

Body loading system to load the animal body into the burning Chamber, using a loading trolley	01 Set.
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5. COMBUSTION AIR DUCT:

Suitably designed capacity combustion Fan with combustion air distribution duct and air controlling dampers.	01 Set.
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6. FLUE DRAUGHT SYSTEM

Flue draught fan with motor with ducting's and dampers	01 Set.
7 Gear box and Motor arrangement for operating furnace main charging door	01 No.
8 Venturi Scrubbings System with mist collector (optional)	01 Set.
9 Control cables connecting from control panel to all operating equipment's	01 No.
10 Connecting earthing from all equipment's to earth pit	01 Set.
11 Erection materials consisting of supporting structure, hardware, paints etc	01 Set.
12 A self Supporting Chimney of 30 Meters height for disposal of Flue gases	01 Set.

13. The following foundation details shall be provided by the Agency before installation:

- a) Furnace foundation detail.
- b) Trolley foundation detail
- c) Motor's foundation detail.
- d) Trench details.
- e) Chimney foundation and construction detail.
- f) Furnace equipment layout showing positioning of all equipment's.
- g) While designing the floor, the load should be approx. 20 Tons.

14. Complete Erection, installation, commissioning with trial run of the furnace.

SCHEDULE 3: ANIMAL CARCASS NON-INCINERATION PENALTY

Penalties for non-performance will be applicable as listed and defined below. The powers to relax/condone the penalties fully or partially shall vest with the Commissioner, Municipal Corporation Brahmapur who will decide each case on merit.

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**PENALTIES ON ACCOUNT OF DELAYS IN EXECUTION, VIOLATIONS,
TEMPERING, MALFUNCTION AND OTHERS**

Sl. No.	Particulars	Penalty
1.	Delay in commencement of the project after completion of construction period i.e. Within 2 months from Effective Date. i.e. date of handover of the facility for installation & operation.	Rs.5,000/-perday
2.	Delay in commissioning of the project after completion of installation. Delay more than 5 days.	Rs.5,000/-perday
3.	Violation of applicable rules or other environmental norms notified by competent authorities	Rs.5,000/-per incident
4.	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	100% of the value of monthly Processing Fee certified for three preceding months from the month of incidence noticed + Loss incurred to BMC due to such event
5.	Malfunction/ technical problems in weighment system is not rectified within 24 hrs	Rs. 2,000 per day starting after 24 hrs of permissible repairing time.
6.	Plant closure longer than a continuous period of 3 days	Rs.5,000 for every day of plant closure.
7.	Operation of the plant less than 22 days in a month	Rs. 5,000 for every day less than 22 days in a month.
8.	If fire at site is not stopped within 2 hrs.	Rs.25,000 per hr.
9.	Safety/ Remedial measures not taken as per guidelines issued by Central Pollution Control Board from time to time and the manual on Solid Waste Management updated from time to time	Rs.5000 per fault per Incident

**SCHEDULE 4:
PERFORMANCE SECURITY (PROFORMA OF BANK GUARANTEE) ¹**

THIS GUARANTEE executed on this the day of at by (*Name of the Bank*) having its Registered office at hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns; In Favor of Brahmapur Municipal Corporation, (hereinafter referred to as “BeMC”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract Agreement (“the Contract Agreement”) being entered into between BeMC and a company in corporate under the Companies Act, 2013, having its registered office at _____, (“the Agency”), the Agency has been granted the Contract to implement the project Installation, Commissioning, Operation, Maintenance and Management of Animal Carcass Incineration Plant at Brahmapur (hereinafter referred to as “ the Project”).

- A. In terms of Article 4.1 of the Contract Agreement, the Agency is required to furnish to BeMC, an unconditional and irrevocable bank guarantee for an amount of Rs.20,00,000.00 (Rupees Twenty Lakh Only), as security for due and punctual performance/discharge of its obligations under the Contract Agreement.
- B. At the request of the Agency, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Agency of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Contract Agreement.

1. The Guarantor here by irrevocably guarantees the due and punctual performance by M/s _____ (hereinafter called “the Agency”) of all its obligations relating to the Project by the Agency in accordance with the Contract Agreement.

¹ *To be issued by a Scheduled Bank in India*

2. The Guarantor shall, without demur, pay to BeMC sums not exceeding in aggregate Rs.20,00,000.00 (Rupees Twenty Lakh Only), of receipt of a written demand therefore from BeMC stating that the Company has failed to meet its obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Agency or validity of demand so made by BeMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Agency or any other Person. The Guarantor’s obligations here under shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
3. In order to give effect to this Guarantee, BeMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance

Setting Up of Animal Carcass Incineration Plant in Bhubaneswar for Small Animals including Supply, Installation, Operation, Maintenance and Management for 5 years

granted to the Agency or postponement/non exercise/delayed exercise of any of its rights by BeMC or any indulgence shown by BeMC to the Agency and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by BeMC or any indulgence shown by BeMC, provided nothing contained herein shall enlarge the Guarantor's obligation here under.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged/released earlier by BeMC in accordance with the provisions of the Contract Agreement. The Guarantor's liability in aggregate is limited to a sum of Rs. 20,00,000.00 (Rupees Twenty Lakh Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency/the Guarantor or any absorption, merger or amalgamation of the Agency/the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.

IN WITNESS WHERE OF THE GUARANTOR HAS SET ITS HANDS HERE UNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED

By Bank by the hand of Shri its
and authorized official.

SCHEDULE 5: LETTER OF AUTHORISATION

Date: _____

To whom so ever it may Concern

This is to confirm that to pursuant to the Contract Agreement dated _____ entered into between BeMC and the _Agency, the Agency has been authorized to supply, install, operate and maintain the Animal Carcass Incineration Plant at Brahmapur and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection there with on his own costs.

Yours faithfully,

Name and Designation of Officer of BeMC

Address

SCHEDULE 6: ENVIRONMENTAL CLEARANCES OF THE PROJECT SITE

The Agency has to obtain all required permissions/NOCs from various concerned authorities like State Level Environment Impact Assessment Authority (SEIAA), Pollution Control Board/ Committee, Ministry of Environment & Forest and Climate Change (MoEF & CC), and any such requisite regulatory/ statutory permissions etc. BeMC may assist the Agency in obtaining these permissions. The Agency shall comply/ adhere to the following Environmental Standards and has to obtain clearances that may be required for setting up the operations are, but not limited to as listed below in the Table.

INDICATIVE LIST OF CLEARANCES REQUIRED FOR THE PLANT

Sl. Nr.	Clearance	Authority
1	Environmental Clearance/ EIA for the project	Odisha State Pollution Control Board (OSPCB)
2	Authorization under SWM Rules	
3	Consent to establish/ Consent to operate	
4	Any other clearances under applicable laws and rules	Competent Authority

Environmental Standards:

- a) Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- b) Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
- c) Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.
- d) Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- e) Emission standards for Incinerators as per applicable rules.

i Agency shall make all the necessary arrangements for monitoring of various parameters and achievement of the standards. ii Agency may appoint a professional agency approved by OSPCB/MoEF to Monitor and achieve these standards.

Responsibility to abate odour and fires: It is the sole responsibility of the Agency to abate the odour nuisance and fire hazards on the site. The Agency shall use all proven relevant measures. The Agency may use diffusers of scented water or aerobic deodorants etc. which will help to abate odour and flies nuisance. Necessary fire extinguishers or fire fighting vehicles shall be arranged to abate fire hazards. However, in case of major fire incidence, BeMC may assist by providing fire fighting vehicles according to availability at that point of time. In any case necessary safety gears shall be provided to all staff working as per the good industry practice.

SCHEDULE 7: VESTING CERTIFICATE

5. The Brahmapur Municipal Corporation (the “Contracting Authority”) refers to the Contract Agreement dated *** (the "Agreement") entered into between the Contracting Authority and **** (the "Agency") for Installation, Operation, Maintenance and Management of Animal Carcass Incineration Plant (the "Project").

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6. The Contracting Authority hereby acknowledges compliance and fulfilment by the Agency of the Divestment Requirements set forth in the Contract Agreement on the basis that upon issue of this Divestment or Vesting Certificate, the Contracting Authority shall be deemed to have acquired, and all title and interest of the Agency in or about the Project shall be deemed to have vested unto the Contracting Authority, free from any encumbrances, charges and liens whatsoever.
7. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Divestment or Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Agency to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Agency in any manner of the same.

Signed this *** day of ***, 20** at Brahmapur.

AGREED, ACCEPTED AND SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of Contracting Authority by: (Signature)

(Name)

(Designation)

(Address)

In the presence of:

BILL OF QUNITY

Sl No	Description of item	Unit	Qty.	Rate
1	Const, Installation of Automatic electrical animal waste incinerator for large animal with dual chamber, dual double wall insulator with high efficiency ceramic brick with combustion PLC digital temperature control with emergency stack, air pollution control device, venture scrubbers, circulation tank, ID fan, combustion fan, control penal with 30mtr Chimney. The rate quoted should be inclusive of civil construction, Electrification, Electrical & Mechanical equipments installation & Commissioning of incinerator as a hole and O&M for 3 years in all respect complete.	No	01	

1. Incineration Process:

The incineration process for animal waste involves subjecting the waste to high temperatures within specialized incinerators. The waste is burned at temperatures typically ranging from 800 to 1,200 degrees Celsius (1,472 to 2,192 degrees Fahrenheit). The high temperatures ensure complete combustion, effectively sterilizing the waste and reducing it to ash.

2. Air Pollution Control:

Incineration releases emissions into the atmosphere, including gases and particulate matter. To mitigate the environmental impact, animal waste incinerators are equipped with advanced air pollution control systems. These systems incorporate technologies like scrubbers, filters, and electrostatic precipitators to minimize the release of pollutants into the air.

3. Regulatory Compliance:

The operation of animal waste incinerators is subject to regulatory guidelines imposed by government agencies, such as the Environmental Protection Agency (EPA) or local authorities. These regulations typically address waste handling, storage, incineration processes, and emissions control to ensure compliance with environmental and health standards.

Applications: Incineration of large dead animals, Poultry animals /birds infected from Bird Flu Disease or death, Farm animals infected from infectious diseases or death, Animal Carcasses from Slaughter houses, Experimental or research Animals, Animals from farms and zoo.

Design: Floor-standing, Moveable bed/Hearth Trolley, Mobile Incinerator.

Material of Construction: Heavy Duty Steel.

Refractory and Insulation: Insulated and Refractory lined chambers.

Combustion: Post/Secondary Chamber 2 seconds residence time design.

Feeding: Fully automated animal waste feeding system (Manual feeding option also available)

Air Pollution Control System: Wet Venturi Scrubbing System/Dry Scrubbing System.

Ash removal: Automatic ash removal system.

Temperature range: Min. 850°C, Max. 1250 °C.

Burning fuel: Diesel, LPG, Natural Gas, Electrical

Emission: Incinerator should achieve International regulation such as Indian, EPA, UAE, Egyptian, EU 2000/76/EC (or 2010/75/EU).

Animal Waste Incinerator(Pictures):

TOPVIEWGATECLOSE



TOP VIEWGATEOPEN



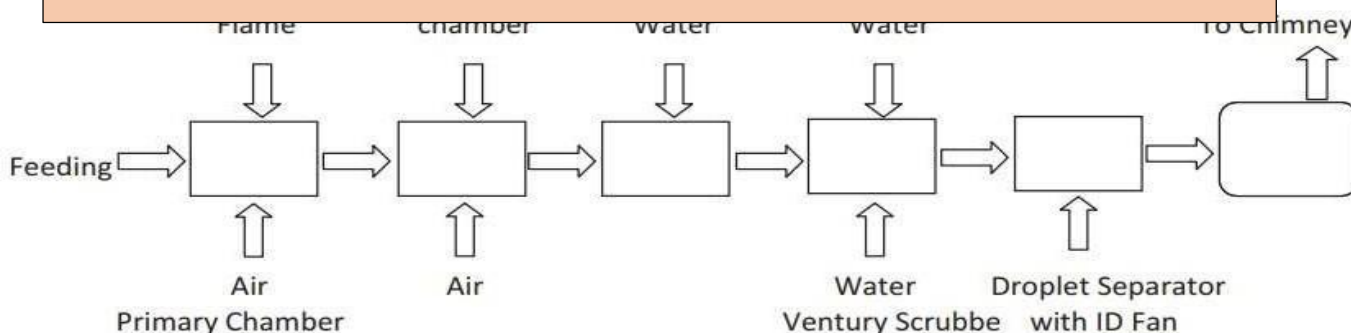
Animal Waste Incinerator: (500 Kg/ batch.)

This should operate by automatic **Electric Kanthal A1** made with high efficiency Double chambered Incinerator suitable for disposal of all kind of **Large Animal Waste**. The equipment should equipped with solid state temperature controller with Digital Display, operating switches, Indicators and high-grade thermal insulation along with control panel with flue gas discharge system.

Design:

The design is based on the guidelines set by Central Pollution Control Board (**CPCB**) India and normally adopted by military installation all over country and worldwide. The Efficient power is supplied by electricity as well as oil burners for larger installation.

Construction:



FLOW DIAGRAM

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The incinerator is two chamber type coupled with air pollution control device. Detail specification of equipment as follows:

❖ GENERALDESCRIPTION	
Type of waste	Large Animal Waste
Mode of Heating	Electric,
Capacity	500Kg/batch.
Equipment	Static
Ash Removal	Manual
Design	Top Loaded
Door	Automatic
Feeding System	Jib Crane



Technical Specification:-

❖ PRIMARYCHAMBER	
Type	Static
Material of construction	M.S.5MM
Ignition	Automatic
Temperature Control	Automatic
Inside	High alumina refractory brick IS-8-1994 line with insulation brick IS 2042-2006
Refractory thickness	230 mm
Temperature	850°C

❖ SECONDARYCHAMBER	
Type	Static
Material of construction	M.S.5MM
Inside	High alumina refractory brick IS-8-1994 line with insulation brick IS 2042-2006
Refractory thickness	230 mm
Temperature	1000°C
Gas residence time	>2 Sec
Temperature sensor	Thermocouple Cr

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❖ EMERGENCY STACK

MOC	M.S
Refractory	Provided

❖ AIRPOLLUTIONCONTROLDEVICE- SCRUBBER

Type	Venturi scrubber high pressure jet type
MOC	SS-304
Scrubbing Media	Ph modified water

❖ RE-CIRCULATIONPUMPFORVENTURES SCRUBBER

Type	Centrifugal
MOC	C.I.
Piping	GI

❖ DROPLETSEPARATOR&CIRCULATIONTANK (INTERNAL)

Type	Cyclonic
Application	To remove moisture
MOC	SS-304
Recirculation tank MOC	MS3mmthickwithepoxypaint
Water inner & outlet valve	Provided

❖ I.DFAN

Type	Centrifugal
MOC	M.S
Drive	Direct

❖ COMBUSTION FAN

Type	Centrifugal
Modulation	Provided
MOC	M.S
Drive	Direct

❖ CONTROLPANEL

Type	Digital
MOC	M.S
Type of temperature controller	Digital
Finish & painting type	Powder coated
Auto cut of Burners/heater	Provided

❖ CHIMNEY

❖ CHIMNEY	
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MOC	M.S
Type	Self-supported base with additional guy wire support
Other standard Accessories	Sampling Port, Sampling platform, etc.
Paint	Heat Proof Silver/Black
Ladder	Till the sampling port
Chimney Height	30mtr.fromthegroundlevel

Following exclusions to be provided by client at site:
(A) Powersourceof415/440v,3phase, 50Hz connection at installation site.
(B) Water sources for makeup water for APCD.
(C) External wires for equipment,
(D) Electrical connection is required till the panel of the instrument.
(E) Servo and transformer for prevention of voltage drop is Mandatory to operate this instrument.

Suppliers Scope

1. Const of the building for installation of the incinerator as per drawing provided.
2. Supplying, fitting, fixing internal electrical connation, Mechanical & Commissioning of incinerator all complete.

LARGEANIMALWASTE INCINERATOR	AMOUNTIN INR.
Electric Dual Chamber Incinerator with Emergency Stack, Air Pollution Control Device, Venture Scrubber, Circulation Tank, I.D fan, Combustion Fan, Control Panel with 30-meter chimney.	
Sub Total	
GST 18%	
GrandTotal	

COMMERCIALTERMS&CONDITIONS	
Price	For Odisha.
Tax	Included.
Machine Installation	Included.
Chimney Installation	Included.
Freight	Included.
Dispatch Period	One Month

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Payment	40% on completion of civil work & arrival of incinerator,30% after commissioning,10% each after1 st ,2 nd & 3 rd year completion of O&M.
Warranty Condition	--
Onsite Warranty 3 years	-
O&M 3 years	
Quotation Validity	One year from the date of our Quotation
Deduction	Deduction will be made as per the prescribe rules of Govt. time to time.