



# OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

Udit Nagar, Rourkela Dist.-Sundargarh (Odisha) Pin-769012

Website:[www.rmc.nic.in](http://www.rmc.nic.in)EmailId:[rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)

**No. 1708**

**Date: 30.01.2025**

## **Tender Call Notice**

The Municipal Commissioner on behalf of Rourkela Municipal Corporation invites sealed applications in conformation with detailed Tender call notice from the reputed firms /Agencies for **"Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation"**.

For detail technical specifications along with Terms & Conditions etc. may be seen from the Website of [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in)

Sd/-

**Commissioner  
Rourkela Municipal Corporation**

### **Memo No. 1709**

**Date: 30.01.2025**

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC is directed for uploading of the tender document in the RMC website and Tender Odisha website.

Sd/-

**Commissioner  
Rourkela Municipal Corporation**

### **MemoNo: 1710**

**Date:30.01.2025**

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information with a request to publish the copy of above mentioned notice in two highly circulated Odia daily newspaper (all editions) on date 05.02.2025.

Sd/-

**Commissioner  
Rourkela Municipal Corporation**



**Tender Call Notice No. 1708**

**Date: 30.01.2025**

**MC/RMC/08/2025**

**Rourkela Municipal Corporation**  
**Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012**  
**Email ID: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)**  
**Website: [www.rmc.nic.in](http://www.rmc.nic.in)**

**TENDER**

**STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR  
"Supply, Installation, Testing & Commissioning of Animal Carcass  
Incinerators including 5 years of Operation & Maintenance (O&M)  
under Rourkela Municipal Corporation".**

## **INVITATION FOR BID (IFB)**

Rourkela Municipal Corporation, Rourkela invites sealed Bids for **“Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation”**.

### **Bidding Schedule:**

SL.NO	INFORMATION/SUBJECT	DETAIL
01	NAME OF WORK	Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation
02	DATE OF PUBLICATION OF BID	04.02.2025, 06.00pm
03	TENDER PAPER COST	11,800/- (Including GST)
04	EARNEST MONEY TO BE DEPOSITED	Rs.5,00,000/-
04	LAST DATE AND TIME FOR BID SUBMISSION	17.02.2025, 05.00pm
06	DATE AND TIME FOR BID OPENING	18.02.2025, 11.00am
07	DATE OF FINANCIAL BID OPENING	To be Intimated
08	NAME AND OFFICE FOR INVITING TENDER	Commissioner, RMC
09	HELPLINE NO AND EMAIL ADDRESS	rourkelamunicipality@gmail.com

1. Bidder may download the Bidding Document from the RMC website [www.rmc.nic.in/www.tendersorissa.gov.in](http://www.rmc.nic.in/www.tendersorissa.gov.in) and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee towards Tender paper cost of Rs.11,800/- (Including of GST) through online. The bidder has to submit all the documents through online mode.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day the Bids will be received/ opened on the next working day at the appointed time.
3. For Queries and Clarifications, send email to: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com) only.
4. The Authority of RMC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website of RMC ([www.tendersorissa.gov.inwww.rmc.nic.in/](http://www.tendersorissa.gov.inwww.rmc.nic.in/)). No extension of any deadline will be granted on the basis of grounds that RMC have not responded to any question or not provided any clarification.

Sd/-  
**Commissioner**  
**Rourkela Municipal Corporation**

## Tender Call Notice

**Rourkela Municipal Corporation (RMC) invites Tender from prospective agencies for Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation.**

<b>NO</b>	<b>Name Of Work</b>	<b>Deliverables</b>
01	Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation	Interest Parties shall have to submit documents as provided in the Tender.

### **About The Project**

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 through hired contractor by the Rourkela Municipal Corporation which is creating unhygienic conditions and public criticism. The contractor at its own level lifts & disposes carcasses within the Municipal limits of Rourkela. There is an urgent need to set up a carcass Incineration Plant for the scientific disposal of dead animals.

In view of the above, Rourkela Municipal Corporation (RMC) invites e-tender from the eligible bidders for Construction of Animal Carcass Incinerators Plant on Design, Build Basis Including 5 years Annual Maintenance Under Rourkela Municipal Corporation. These Incinerators shall be installed for treatment & disposal of various types of animal carcasses as per the latest guidelines of Central Pollution Control Board (CPCB), Odisha Pollution Control Committee (OPCC) and other applicable rules.

### **Project Objectives**

- 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.

### **Project Benefits**

The Projects will ensure the safe disposal of Animal Carcasses there by reducing the

environment pollution leading to improving public health.

### **Brief Scope of Work**

To meet the objectives, RMC intends to select a Contractor for by following competitive bidding process to “Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation”.

### **GENERAL**

#### **Scope of Bid**

The Employer invites online bids for “Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation”.

The successful bidder will be expected to complete the Project as specified in this Tender. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

#### **Eligible Bidders**

This Invitation for Bids is open to establish and reputed contracting agencies who fulfill the requirements laid down in Eligibility criteria as specified in this Tender.

All bidders shall provide Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly, or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project/Work or being proposed as Project/Work Manager for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

The bidder could be an individual/ Limited Company/Sole Proprietorship/ Registered Partnership firm/ Limited Liability Partnership firm/ Joint Venture (JV) Firm.

#### **(A) Technical Bid**

NO.	Technical Criteria	Documentary Proof
1	Should not have defaulted/black listed by any Govt. Dept./PSU of India and there should not be any pending litigation against a bidder with the Central/State Government department.	Self-declared Affidavit on Non-Judicial Stamp of value 100 INR to be submitted.
2	Copy of Certificate of Incorporation/ registration duly signed by the authorized signatory of the bidder.	Self Certified Copy to be submitted
3	Agency Should be a proprietor / Partnership Firm/Company/MSME registered	Self-certified copy of incorporation or Udyog Adhar.
4	Should have GST Registration	Self-certified copy of the certificate is to be submitted.
5	Should have PAN registration number.	Self-certified copy of PAN to be submitted

6	Must have a minimum average turnover of 50 lakh in the last 3 years i.e. FY 2022-23, 2023-24, 2024-25	Copy of the Audit Report from authorized CA to be submitted
7	Experience	Should have supplied similar type of incinerator to any govt. or PSU organizations.
8	Bank Solvency Certificate	To be attached.
9	EMD Rs. 5,00,000/-	To be paid through Online
10	Tender Paper Cost Rs. 11,800/-	To be paid through Online
11	Profile of the organization.	Self-certified copy of the organization profile.

### **(B) Terms and Conditions**

1. The bidder should submit (self-attested) documentary proof in support of the above condition and shall also submit a clause by clause compliance certificate. The incomplete offers i.e. financial or technical bids for partial items instead of bidding for the whole list of requirement will be summarily rejected without any further correspondence.
2. The bidder must also submit an affidavit of assurance of no change in the quoted price for one-year.
3. Period of Contract- The tender for Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation from the date of commissioning, for which an agreement with the successful bidder shall be signed.
4. Submissions of Bids- The bidder has to submit papers on-line with all required documents.
5. Evaluation of Bids
  - a. Tendering authority shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. Tendering authority shall carry out a detailed evaluation of the substantially responded bids. Tendering authority shall check the bid to determine whether they are complete, in all respect or not.
  - b. Arithmetical error shall be rectified on the following basis
    - i. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the bidder.
    - ii. In case of discrepancy between words and figures, the amount in words shall prevail.
  - c. If any bid is found substantially non-responsive shall be rejected by the evaluation committee.
  - d. Tendering Authority may waive any minor in firmly or non-conformity or irregularity in the bid which does not constitute a material /service deviation.
  - e. Tendering Authority shall evaluate in detail and compare the substantially responsive bids.

- f. **The Financial bid will be opened only when a Bidder qualifies in the Technical Bid.**
- g. The Shortlisted Agency quoting the lowest price bid shall be the preferred bidder.
- h. The decision taken by the tender committee shall be final and binding to all participating bidders. It cannot be challenged in any court of law.
8. Termination of Default: Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.
- a. If the agency fails to deliver any or all the services/goods within the time specified in the contract, or any extension thereof granted by Tendering Authority
- b. If the agency fails to perform any other obligation (s) under the contract; and
- c. If the agency, in either of the above circumstances, does not remedy his failure within 15 days (or such longer period as the competent authority may authorize in writing) after receipt of the default notice from Tendering Authority.
9. The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### **13. Statutory Approvals and clearances**

The Contractor shall be liable to undertake all statutory clearances, NOC and approvals from the relevant Local/State/Central/Other statutory authorities for undertaking and executing the project. The Official fee for undertaking these clearances shall be paid / Reimbursed by the RMC; however, all Incidental expenses shall be borne by the contractor.

#### **1. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:**

- a) **Inspection:** RMC will have the right to inspect the work and can reject partly or fully such construction/installation if found defective in its opinion.
- b) **Precaution against Electrical Equipment:** Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.
- c) **Preventing Public from Accident:** No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defense or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person.
- d) **Personal Safety Equipment:** All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of

work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

- e) **Precautions against Fire:** Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire

## **2. Black Listing**

A contractor may be black listed for: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.



## **Scope Of work**

The scope of services described hereunder is neither exhaustive nor complete and is indicative only. The Contractor shall undertake detailed investigation of the project facilities, study, make assessments and ascertain all by itself the required tasks, interventions, inputs and all other necessities to determine the complete Scope of Services. The Contractor needs to do the appropriate design and sizing for the project as per the scope of work and other terms and conditions of the RFP. In case Contractor has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the Contractor at no additional cost to RMC. The Contractor will be responsible for Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation.

The scope of the Project shall entail the design, supply and install the Animal Carcasses Incinerators for disposal of animal carcasses at the project site. The Scope of Project also includes 1 year of Defects Liability Period along with 5 Years of Operation & Maintenance (O&M) of the Animal Carcasses Incinerators for disposal of animal carcasses at the project site.

The system shall be in accordance with latest modern practice with first class workmanship and confirming to relevant standards and statutory regularities. The work shall be such that it will facilitate inspection, cleaning, fabrication and repair to ensure satisfactory operation under all the service conditions.

The contractors shall be solely responsible in all respect for satisfactory testing & commissioning of the work along with performance test. The contractor, free of cost, shall rectify any defects observed during the testing as well as during defects liability period. The tests shall be carried out in front of RMC engineers.

### **Brief Scope**

- A. Manufacturing, Supply & Installation of the Incinerator System as stated above shall be in the scope of bidder.
- B. Foundation of equipment will be under the scope of Bidder; He shall provide the Details of Foundation with Drawings, Foundation Bolts & Template for Chimney, etc.
- C. The details for commissioning of equipment's and components involved in the system shall be submitted with the System. The work required for installation and commissioning have to be carried out by the Bidder.
- D. Loading, Unloading & Crane work of the equipment's and components at site shall be under the scope of Bidder.
- E. The Installation & Commissioning will Be Done by the bidder at his own cost.

- F. Bidder has to Provide Tools, Labor, Helpers, Welder, Fitter, Gas Cutting Set, Welding Transformer, etc. at the time of installation.
- G. Bidder has to provide Fuel at Burners, Water at Water Tank and Power Connection at Panel with Proper Earthing.
- H. Successful Bidder has to procure necessary approval/NOC w.r.t emission of the incinerators and other relevant pollution control norms from CPCC/CPCB. RMC shall facilitate the Successful Bidder for obtaining the same on best effort basis and also reimbursed statutory charges/fees in this regard on production of documentary proof.
- I. Required Load for Electric Power and Water Connection shall be arranged by the Successful Bidder. RMC shall facilitate the Successful Bidder for obtaining the same on best effort basis and also reimbursed statutory charges/fees in this regard on production of documentary proof.
- J. The Successful Bidder shall provide Online Monitoring System for monitoring flue gas emissions as per the norms of CPCB.
- K. The Scope of Project shall include 1 year of Defects Liability Period along with 5 Years of Operation & Maintenance of the Animal Carcasses Incinerators for disposal of animal carcasses at the project site.

### **Project**

The general purpose of the project is to install and commission Animal Carcass Incinerators with a burn rate of 500 Kg/h.

It is proposed to install both the Incinerators under one roof with common APCD (Air Pollution Control Device) for both the incinerators. The system should be capable of running each incinerator independently or simultaneously.

The Project contains the following Items:

<b>Specifications</b>		
<b>Sr. No.</b>	<b>Features</b>	
<b>A</b>	<b>PRIMARY CHAMBER WITH TROLLEY FOR BIG DEAD ANIMAL</b>	
1	Fuel	Gas
2	Feeding	Motorized Trolley & Lifting Arrangement for Charging & Discharging of Dead Animal Carcass
3	Design & Construction	Complete System Design & Construction should be as per CPCB Guidelines
4	Type	Rectangular
5	Material of Construction	MS2062
6	Ignition	Automatic
7	Inside Temperature	800C to 850C
8	Temperature Control	Automatic
9	Temperature Sensor	Thermocouple
10	Inside Wall Insulation	IS-8-1994 High Alumina Refractory line with Insulation bricks: IS 2042-2006
11	Burner	5 Nos. of Riello or Equivalent Brand Burners (4+1)
12	Air Regulation System	Provided
<b>B</b>	<b>PRIMARY CHAMBER FOR SMALL DEAD ANIMAL</b>	
1	Fuel	Gas

2	Feeding	Lifting Arrangement for Charging & Discharging of Small Dead Animal Carcass
3	Design & Construction	Complete System Design & Construction should be as per CPCB Guidelines
4	Type	Rectangular
5	Material of Construction	MS2062
6	Ignition	Automatic
7	Inside Temperature	800C to 850C
8	Temperature Control	Automatic
9	Temperature Sensor	Thermocouple
10	Inside Wall Insulation	IS-8-1994 High Alumina Refractory line with Insulation bricks: IS 2042-2006
11	Burner	1 Nos. of Riello or Equivalent Brand Burners (1)
12	Air Regulation System	Provided
<b>C</b>	<b>SECONDARY CHAMBER</b>	
1	Type	Static
2	Material of Construction	MS2062
3	Type	Cylindrical
4	Gas Residence Time	2 Second
5	Inside Temperature	1100C to 1200C
6	Temperature Sensor	Thermocouple
7	Inside wall	IS-8-1994 High Alumina Refractory line with Insulation bricks: IS 2042-2006
8	Burner	1 Nos. of Riello or Equivalent Brand Burners
9	Air Regulation System	Provided
<b>D</b>	<b>FD FAN</b>	
1	Type	Centrifugal
2	Noise Level	<60 DB
3	MOC	Mild Steel
4	Drive	Direct
5	Motor	7.5 HP,3 Phase,415v/50Hz
	<b>AIR POLLUTION CONTROL DEVICES</b>	
<b>E</b>	<b>QUENCHER CUM SCRUBBER AND VENTURI</b>	
1	Type of Quencher	Cylindrical Zig Zag
2	MOC of Quencher	MS2062 with inside refractory lining
3	Spray Nozzel	High Pressure Nozzle of SS304 as per Gas Scrubbing Requirement
4	Type of Venturi	Venturi Scrubber High Pressure Jet throat Type
5	MOC of Venturi	SS304
6	Temperture at Outlet	80C
<b>F</b>	<b>RECIRCULATION TANK</b>	
1	Type	Rectangle with inside rubber lining
2	Size	L 2500mm X W 1500mm X H 1250mm
<b>G</b>	<b>RECIRCULATION PUMP FOR QUENCHER CUM SCRUBBER AND VENTURI</b>	
1	Type	Centrifugal
2	MOC	CI Mono block Pump Contact Parts of SS304
3	Head	10 Meter
4	Capacity	2 HP, 3 Phase,415v/50Hz
5	Piping	Pipeline with required Valve Fittings
6	Motor	3 Phase, Crompton / ABB / BBL
7	Quantity	2 Nos.

H	MOISTURE SEPARATOR	
1	Type	Cylindrical
2	MOC	SS304
I	ID FAN	
1	Type	Centrifugal
2	MOC	MS2062
3	Drive	Pully with V Belt Drive
4	Impellar & Contact Parts	SS304
5	Motor	3 Phase, Crompton / ABB / BBL
6	Motor Capacity	12.5 HP
J	CHIMNEY	
1	Type	Self-Supported with all Accessories
2	Height	30Meter
3	Size	Top Dia : 400 mm ,Bottom Dia : 1700 mm
4	MOC	MS2062
5	Paint	HR Silver Paint
6	Accessories	Sampling Point and Platform, Ladder and Guards up to sampling Point, Earthing Strips, Lighting Arrestor with Aviation Lamp
K	CONTROL PANEL	
1	Type	Cubicle and Electrical
2	MOC	CRCA Sheet with 7 Tank Powder Coating Process
3	Interlocking Arrangement	Yes
4	Required	Start ON/OFF, Temperature Controller cum Indicators, Thermocouples Sensors, Timers, Hooters Contactor, relays etc..
5	All Switch Make	L&T, Siemens

### **Warranty**

All manufactured parts should have warranty against any manufacture defects for a period of 12 months from the date of dispatch. Components subjected to normal wear and tear like gaskets, glass, fuses, bulbs, heaters, burners and thermocouples, switches, motors etc., are not covered under warrantee. The transportation and other expenses for the replacement of parts will have to be borne by the Successful Bidder.

Successful Bidder will give warranty of one year for on spot maintenance / replacement of defective manufactured material/ components only when to be operated by its own or trained operators only.

### **Installation, Testing & Commissioning**

- i. The contractor shall submit list of tests carried out during manufacturing.
- ii. The contractor shall submit all test reports conducted at various stages of production including Material Test Certificates. If test reports are found in order, then “No objection to dispatch” Letter will be issued.
- iii. The contractor shall insure the incinerators for any damages during

- the transportation.
- iv. All charges towards transportation, taxes and duties shall be borne by the contractor.
  - v. Manufacturer's authorized engineer shall be present on the site to supervise the installation work. Otherwise installation work will not be allowed to be carried out.
  - vi. The successful bidder shall arrange for all the required machinery to lift / handle the incinerator.
  - vii. Utmost safety precautions shall be taken while installation of the incinerator as well as chimney.
  - viii. Programming of the incinerators shall be done / explained by the site engineer.
  - ix. Necessary Electrical wiring shall be done for Air Supply fans, lighting, ceiling fans, PLC etc.
  - x. After successful installation on site, necessary tests shall be carried out in presence of RMC Engineers, to determine its conformity to CPCC / CPCB norms through Govt. approved laboratories. Only when results are found satisfactory, testing & commissioning shall be treated as successfully completed.
  - xi. The flue gases shall be tested again prior to the completion of 1 year and if the results are not satisfactory, necessary replacement / changes will have to be made free of cost. PLC based operations shall be checked verified such as automatic ON / OFF of burners, selection of burners etc in presence of RMC engineers / Veterinarians.

### **Training**

- i. The contractor shall impart necessary exhaustive training to all staff for 30 days as and when required by RMC so that they should be able to operate the system smoothly on their own.
- ii. Provide regular training for all its workers involved in handling of Carcasses.

### **Other Liabilities**

- i. The bidder shall offer 12 month's Free Warranty as part of Defect Liability Period.
- ii. The critical components shall be listed with estimated delivery period and cost.
- iii. A separate Electric Meter shall be procured from the local Electric Service Provider.
- iv. Fire retardant electric cables and wires shall be used in the room.

### **Operation & Maintenance (O&M) Details**

1. The bidder shall quote the year wise price for O&M, for 5 years. These maintenance service charges will be considered while evaluating the Tender.
2. This AMC will cover whole system including PLC in general and shall cover:

- i. Servicing of burners, filters, ID Fans, APC system, Chimney.
  - ii. Repairs / replacement of refractory material, thermocouples, electrical spares, digital displays, relay.
  - iii. Servicing and yearly external painting of Chimney.
  - iv. Monthly visits of Maintenance Engineer.
  - v. Providing labours for regular as well as breakdown maintenance.
  - vi. Analysis of data logged in PLC system.
  - vii. Other essential spares
3. The contractor shall test emission each after 3 months by sending the samples to CPCC and get CPCC approval or as per statutory requirement. The cost shall be borne by the contractor and included in the Maintenance cost. If emission reports are not compiling emission standards laid down under Bio-medical Waste rules -2016, payment will not be made for that particular period till corrections made by contractor.
4. Any numbers of breakdown calls shall be attended by the contractor within 24 hours. The delay of more than 24 hours in attending call will attract penalty of Rs. 5,000/- per day.
5. If Manufacturer specifies certain periodical shut down for maintenance, it should be specified in the data sheet provided. Maintenance activities should be carried out as per guidelines of manufacturer. However, this planned shutdown maintenance shall intimated in advance.
6. Record for the work carried out shall be maintained and produced along with the bill.
7. The contractor shall inspect all the system as per manufacturer's schedule and submit report, identify and suggest repairs / rectification etc.
8. In case, the contractor fails repeatedly to maintain the Incinerator, as per specifications and scope of work, alternative arrangement at the prevailing rates will be done by RMC. In that case, expenses incurred including any penalty / Supervision charges shall be recovered from the contractor's bills / security deposit / EMD etc.
9. This contract is terminable by RMC if the services rendered are unsatisfactory. Further action to blacklist to the contractor may be initiated.

### **Integration**

- The Contractor shall invariably share the APIs with the Integrated Command Control Center of RMC.
- Also the Contractor shall share the API and feeds with native Pollution Control Committee/ Board as per the CPCC/CPCB Guidelines for Continuous Emissions monitoring systems.

## **General Conditions of Contract**

### **▪ Definitions**

Terms which are defined in the Contract Data may not necessarily have been defined in the conditions of Contract to keep their defined meanings. Capital initials are used to identify defined terms.

Animal shall mean a living creature such as cow, buffalo, horse, donkey, pet/stray dogs, cat, sheep, goat etc. rather than a bird, fish, insect, or human being.

Bill of quantities means the priced/unpriced and completed Bill of Quantities forming part of the Bid.

Carcass means a dead body of an animal.

The Completed Work means the work completed in all respects as per laid down specifications, drawings & conditions of the contract to the entire satisfaction of Engineer.

Communication between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.

The Contract is the contract between the Employer and the Contractor to execute, complete the Project/Works and maintain during defect liability period and Annual Maintenance period. It consists of the documents listed in Clause 5.2 of this section.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Project/Works has been accepted by the Employer.

The Contractor's Bid is the completed Bidding Documents submitted by the Contractor to the Employer and includes Pre-Qualification & Technical Bids and Financial Bids.

The Contract Price is the price stated in the Letter of Intent and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; Months are calendar months.

A Defect is any part of the Project/Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party named in the Contract Data who will employ the Contractor to carry out the works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the works/projects, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events and getting the

contract executed on behalf of the Employer.

Equipment is the Contractor's machinery and vehicles brought to the Site to construct the Project/Works.

Incineration means Waste/dead animal destruction in a furnace or apparatus by controlled burning at high temperature.

Incinerator means a furnace or apparatus for burning animal carcasses.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Intent.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Project/Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Project/Works.

Plant is any integral part of Project/Works which have a mechanical, electrical, electronic or chemical or biological function.

Routine Maintenance is the maintenance of any integral part of Project/Works.

The Site is the area where the Project/Works and/or any integral part of Project/Works will be carried out.

Contractor's Team refers to the Employees, Personnel, authorized Service Providers/Partners and Representatives acting on or behalf of the Contractor or engaged either directly or indirectly by Contractor to construct, install, commission, operation and maintain the Project/Works.

Site Investigation Reports are those which were included, if any in the Bidding documents and are factual interpretative reports about the surface and sub- surface conditions at the site.

Specifications means the Specification of the Project/Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Project/Works. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.



A Variation is an instruction may be initiated by the Engineer at any time prior to issuing the commissioning certificate, which varies the Project/Works.

The Project/Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, commission, hand over to the Employer through the Engineer and maintain, as defined in the Contract Data. This term shall be used synonymously with the term "Project" or "Works" hereinafter or anywhere in the Contract.

Timelines means a period of time on which project milestones or important events w.r.t performance of the Scope of Work and delivery of the Services are marked.

### **Interpretation**

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance.

Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of the Contract.

The documents forming the Contract shall be interpreted in the following order of priority:

- a. Agreement
- b. Contract Data
- c. Conditions of Contract
- d. Letter of Intent
- e. Scope of Work and Specifications
- f. Project Implementation and Payment Schedule
- g. Approved Drawings
- h. Bill of Quantities and
- i. Contractor's Bid including Securities and other forms
- j. any other document listed in the Contract Data as forming part of the Contract

If there are varying or conflicting provisions in the documents forming part of the contract, the authority competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

### **Language and Law**

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

### **Engineer's Decisions**

Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. Any clarifications in this context shall be given by the Engineer.

**Delegation**

The Employer may delegate any of his duties and responsibilities to other person after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or Facsimile (fax) or other electronic means. The notice sent shall be effective from the date of its issue.

**Sub-Contracting**

The Contractor may sub-contract any portion of work specified in Contract Data, with the approval of the Engineer but shall not assign the Contract without the approval of the Engineer in writing. Sub-contracting does not alter the Contract's obligations and responsibilities under the contract.

**Other Contractors**

The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities and the Engineer between the dates given in the Schedule of other Contractors. The Engineer may modify the schedule of other Contractors and shall notify the Contractor of any such modification.

**Personnel**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

**Labour & Compliance with Labour Regulations**

The Contractor shall unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of

labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

During continuance of the contract, the Contractor and his sub-Contractors (if allowed) shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, on the part of the Contractor, the Engineer/Employer shall have the right to deduct this amount from any money due to Contractor, including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor (if allowed) in no case shall be treated as the employees of the Employer at any point of time.

### **Employer's and Contractor's Risks**

The Employer carries the risk which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **Employer's Risks**

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

### **Contractor's Risks**

All risks of loss of or damage of physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks referred to in clause 5.1.11.1, are the responsibility of the Contractor.

### **Limitation of Liability**

Neither party shall be liable to the other party in respect of any loss on any account whatsoever in relation to the work, towards any loss of estimated profit, loss of any other thing or for any direct or indirect/consequential loss or damage, which might be suffered or has been suffered by the other party in connection with any event arising out of the contract except for those, which have been specifically provided for in the contract agreement.

### **Insurance**

The Contractor shall provide, in the joint names of the Engineer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, for the following events which are due to the Contractor's risk:

1. loss of or damage to the Works, Plant and Materials;
2. loss of or damage to Equipment;
3. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
4. Personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

### **Works to Be Completed by the Intended Completion Date**

The Contractor may commence execution of the works on the Start Date and shall carry out the works in accordance with the programme submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

### **Ecological Balance**

The Contractor shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operation as to prevent destruction, scarring or defacing of natural surroundings in the vicinity of work or damage to any tree, shrub or water course unless any of same is specifically required to be cleared or removed for construction purpose.

Such removal shall only be done with prior approval of Employer who may require the Contractor to do compensatory plantation at Contractor's cost.

No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid.

The Contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned.

### **Site Investigation Report**

The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Report, supplemented by any other information available to him, before submitting the bid.

No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid.

Queries about the Contract

The Engineer will clarify queries on the Contract.

Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

### **Approval by the Engineer**

The Contractor shall submit Specifications and Drawings complete in all respects, supported by documents showing the proposed Works to the Engineer, who is to approve them if they comply with the Specifications and Layout Arrangement.

The Contractor shall be responsible for design of Works.

The Engineer's approval shall not alter the Contractor's responsibility for design of the Works.

All Drawings prepared by the Contractor for the execution of the works and temporary Works, are subject to prior approval by the Engineer before their use. In case of dispute, if any, decision of the Employer will be final and binding.

### **Safety**

The Contractor shall be responsible for maintaining the safety of all activities on the site, including smooth flow of traffic at his own cost as per standard guidelines.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or among the Contractor's personnel, and to preserve peace and protection of persons and property on and near the Site.

The Contractor shall at all times during the Contract Period take all reasonable precautions to maintain the health and safety of the

Contractor's and Employer's Personnel. The Contractor shall ensure that Medical Staff, First Aid Facility and Ambulance Service should be readily available at the site, and also ensure that the suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of Epidemics. No claim on account of this shall be entertained by the Engineer.

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor. The decision of the Employer in this regard shall be final and no claim on account of this shall be entertained.

### **Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

### **Possession of the Site**

The Employer shall give possession of the site to the Contractor, as per the work programme of the Contractor approved by Engineer. If possession of a part of the site required as per the work programme is not given by the date when it is actually required for carrying out the work, the Employer is deemed to have delayed the start of the relevant activities for that part of the site and this will be a Compensation Event for the purpose of time extension only.

The Contractor shall be solely responsible for the security of the Site.

### **Access & Inspection**

The Employer, Engineer or any other person authorized by the Engineer or Employer shall at all times have access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his senior/subordinate and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer or his senior/subordinate to visit the works shall have been given to the Contractor, either himself to be present to receive orders and

instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

### **Instructions**

The Contractor shall carry out all the instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.

The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

### **Disputes Resolution Mechanism**

#### **Amicable Settlement**

1. Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever, arising under, out of or in relation to this agreement including those arising with regard to acts, decision or opinion of the RMC ("the Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure Set Forth in clause (b) below.
2. The Parties may refer such dispute to the Commissioner, RMC (or the person holding charge) for the time being, for amicable settlement. Upon such reference, the parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute. If the disputes not amicably settled within 15 days of such meeting between the two, either party may refer the dispute to Arbitration in accordance with the provisions.

### **Quality Control**

#### **Quality Aspects**

- a. For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for:
  1. Carrying out the mandatory tests prescribed in the Specifications, and
  2. For the correctness of the test results, whether performed in his laboratory or elsewhere.OR
  3. For carrying out mandatory tests as prescribed in the specifications, the Engineer shall direct to the Contractor.

These tests may be performed in the in-house Laboratory of Engineer or Contractor or Government Accredited Laboratory.

The contractor shall be solely responsible for:

1. Carrying out the mandatory tests prescribed in the Specifications, and
  2. For the correctness of the test results, whether performed in his laboratory or elsewhere.
  3. All expenses for carrying out such tests shall be borne by the Contractor.
- b. The Engineer will be free to conduct surprise, random or in site checks any time during the execution and after the completion of the work but not later than the Defect Liability Period, so as to have cross check in quality of works/projects and compliance to specifications and standards at all stages of the work.
- c. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.

#### **Retention Money (Security Deposit)**

The Engineer on behalf of the Employer shall retain 5% of the amount of each payment due to the Contractor until Completion of the whole of the Project/Work to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work executed. This retention shall be inclusive of the initial bid security deposited by the bidder.

50% of the total amount retained shall be repaid to the Contractor after three months of completion of the whole of the Project/Work as certified satisfactory by the Engineer with respect to removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer would be conclusive.

The remaining amount of the retained money shall be repaid after one year or when the Defects Liability Period has passed, whichever is later, and after the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

#### **Securities**

The Performance Security (including additional security for unbalanced bids) as stated in the Contract Data shall be provided to the Engineer on behalf of the Employer no later than the date specified in the Letter of Intent and shall be issued in an amount and form and by a bank acceptable to the Engineer on behalf of the Employer and denominated in Indian Rupees. The Performance



Security shall be valid until a date 60 days pursuant to the date of expiry of the Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 60 days from the issue of the certificate of completion.

### **Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **Finishing the Contract**

#### **Completion**

The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer, within 30 days of the receipt of such request, shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a certificate of completion. Otherwise, the Engineer may issue a provisional certificate of completion indicating the defects (a) to be rectified by the Contractor and/or (b) for which payment shall be made at reduced rates. However, no certificate, provisional or otherwise, shall be issued nor shall the work be considered to be complete until the Contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.

After the Contract Completion Certificate has been issued, each party shall remain liable for the fulfillment of any obligation under the Contract which remains unperformed at the time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

#### **Taking Over**

The Engineer on behalf of the Employer shall take over the Site and the Works within thirty days of having issued a Certificate of Completion to the Contractor.

#### **Final Account**

The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment

certificate, within 56 days of receiving the Contractor's revised account.

### **Manuals & Registers**

If "as built" Drawings and/or maintenance schedule / manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

If the Contractor does not supply the Drawings and/or manuals/schedule by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

The Contractor shall also furnish, if so desired by the Engineer, the following documents duly signed by him or his authorized representatives:

- Variation statement showing the altered items, if any against those provided in the approved drawings.
- Original site instruction book.
- Original registers for various quality control tests as specified.
- Register of consumption of materials.

### **Termination**

The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 days' notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

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

- the Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- the Engineer gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- the Contractor does not maintain a security which is required;
- the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated

damages can be paid as defined in the Contract Data; and

- If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- If the Contractor, having been given a notice in writing by the Engineer, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman – like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- If the Contractor being a Company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- If the Contractor commits any acts of defaults with respect to conditions of contract.
- Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.

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

After the termination of the contract under this clause, the Employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Employer in this regard.

### **Property**

All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Employer, if the contract is terminated above because of a Contractor's default.

### **Project Implementation and Payment Schedule**

RMC will pay the Installation and O&M for the plant as per the below Schedule of Payment as per the contract value finalized and subsequent contract agreement with the successful bidder

- During Project Construction Period (CAPEX) 80% of the contract cost as per the following

Sl. No.	Payment Stages & Milestones	Payment in % of Project Cost/CAPEX
1	Delivery of incinerator at site, Providing Third party inspection report after delivery. Completion of Foundation work. Submission of stage wise bills.	40%
4	Installation of incinerators, Air Pollution Control devices & other accessories, Stack etc.	30%
5	Successful Testing & Commissioning of incinerator Project Completion Certificate as per Contract and Handing over to RMC.	30%

- During Operation and Maintenance Period (OPEX): The O & M cost (20% of the Contract Value) will be paid to the successful bidder on yearly basis @ Equal yearly installments in next five years for proper O&M of the plant. (Total O & M cost /5).

Note: Contract Value (Contract Value including Installation, Commissioning and Maintenance of Plant for 5 years)

- Contract Value is inclusive of all applicable taxes including of GST if any.
- The payment will be made to the bidder are subject to deduction of tax as per the Government Rule from time to time.
- The fee is inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed further.

## SPECIAL CONDITIONS OF THE CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between RMC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then RMC shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, RMC shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by RMC and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by RMC. **The employer (RMC) also reserves the right whether to respond or not to the correspondence(s) / queries of the contractor or any other organization/ entity regarding this work and/ or the conditions/ instructions associated with this work.**
4. The decision of RMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Municipal Commissioner, RMC is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor Rs. 10000/- (Rupees Ten Thousand only) per day for delay of the work not exceeding 10% of the total project cost.
5. RMC reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of RMC and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to RMC.
6. The actual date of completion of the work and corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by RMC from time to time and the same shall be binding upon the contractor.
7. The EMD, & Security Deposit(s) (SD) retained by RMC from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s)

pointed out by Audit.

8. No interest will be paid by RMC on the EMD furnished by any bidder, on the Security deposit of the contractor and on the amount(s) to be withheld/deducted by RMC from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.
9. The quoted prices should be including of all applicable taxes, transportation, civil work, if any required, One No. of operator etc and excluding of GST.
10. Bidder should necessarily attach Electrical Contractor License registered by Government./ Valid Within The Prescribed Period.
11. Bidder must submit ISO Certificates i.e. ISO 9001:2015 (Quality Management System, ISO 14001:2015 Environment Management System.
12. Bidder should have to submit work orders confirming experience of Supplying similar Animal Carcass Incinerator Systems to Government Organization/PSU.

**No claim in this regard in any manner by the contractor or any organization/ entity shall be entertained/ accepted by Municipal Commissioner, Rourkela Municipal Corporation**

**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To,

The Commissioner  
Rourkela Municipal Corporation  
Udit Nagar, Rourkela-769012

Sub: Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation.

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of 90 days from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated this .....Day of .....2022

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

**TECHNICAL BID FORM**

(TO BE SUBMITTED SEPARATELY IN ENVELOPE – ‘A ‘)

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Telephone/ Fax No. /Email ID	
5	Pan Number (attached photocopy)	
6	Photo copy of GST Registration Certificate (attached photocopy)	
7	Average Annual Turnover during the last preceding three Financial Years of Rs. 50 lakhs in the form of C.A Certificate/ Audited Balance Sheet (attached photocopy)	
8	List of Similar Work Experience as per the Minimum Technical Eligibility (Copy to be attached)	
9	Bank Solvency	
10	ISO Certificates	ISO 9001:2015 (Quality Management System) ISO 14001:2015 (Environment Management System)
11	Details of Paper cost of Rs.11,800/-	To be paid online
12	Details of EMD of Rs. 5,00,000/-	To be paid online

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. RMC may demand original documents for verification.

Date:  
Place:

Authorized Signatory  
Name \_\_\_\_\_

Designation \_\_\_\_\_



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation (the “Project”), including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- The mode of execution of 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.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**FORMATS FOR JOINT DEED AGREEMENTS**

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

**FORM OF JOINT DEED AGREEMENT BETWEEN**

M/s....., M/s.....,AND M/s.....

For Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation (THE “PROJECT”)

THIS Joint Deed Agreement executed on this ..... day of .....2022 between M/s. .... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (.....) for Supply, Installation, Testing & Commissioning of Animal Carcass Incinerators including 5 years of Operation & Maintenance (O&M) under Rourkela Municipal Corporation and having its Registered Office at Uditnagar, Rourkela- 769012 (hereinafter called the “Authority”).

WHEREAS, the Authority had invited Proposal vide its RFP dated \_\_\_\_\_

AND WHEREAS the RFP document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s .....), shall act as the

Lead Member as defined in the RFP for self and agent for and on behalf of Partner-2 and Partner-3 (the names of the partners to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the "issued equity share capital of the Project Company" (if such a company is to be established) is/shall be in the following proportion: (if applicable).

Name	Percentage
Partner 1	_____
Partner 2	_____
Total	100%

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.
12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s .....

(Partner 1)

1. Common Seal of M/s .....

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature.....

Designation .....

For M/s .....

(Partner 2)

2. Common Seal of M/s .....

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature .....

Designation.....

**Format of Disclosure**

**[On the letter head of bidding Company/Each Member in a Bidding Consortium]**  
Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

Sl. No	Name of the Company	Relationship

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of

Chief Executive Officer/ Managing Director

The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.

**Format for Affidavit for Non-criminality**

(In case of Consortium to be given separately by each member)

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

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ..... nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s ..... nor any of our consortium partner namely M/s .....& M/s ..... have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

(On the letter head of the Lead Member / Sole Applicant)

**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this 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 anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium