

ANNEXURE-D – DRAFT AGREEMENT

AGREEMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING, OPERATION AND
MAINTENANCE OF 6 (SIX) 1 TPD AND 4 (FOUR) 300 KG/DAY ORGANIC WASTE CONVERTER
MACHINES AT 10 (TEN) SITES WITHIN THE CORPORATION AREA OF
BIDHANNAGAR MUNICIPAL CORPORATION**

BETWEEN

BIDHANNAGAR MUNICIPAL CORPORATION (BMC)

AND

(SELECTED BIDDER)

Dated :

This Agreement made this day of, 2020 at Kolkata.

BETWEEN

BIDHANNAGAR MUNICIPAL CORPORATION, a municipal corporation incorporated under the provisions of West Bengal Municipal Corporation Act, 2006, represented by [●], having its office at Poura Bhawan, FD - 415A, Sector - III, Salt Lake City, Kolkata - 700106, hereinafter referred to as “**BMC**” (which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

....., a company within the meaning of Companies Act, 2013/ a Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008/ a registered partnership firm within the meaning of the Indian Partnership Act, 1932/ a society registered under the provisions of Societies Registration Act, 1860, represented by its authorized signatory [●]/ sole proprietor of, and having its registered office/ office at, hereinafter referred to as “**Contractor**” (which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and/or permitted assigns) of the **OTHER PART**;

WHEREAS:

- A. Bidhannagar Municipal Corporation (“**BMC**”) is a municipal corporation within the meaning of West Bengal Municipal Corporation Act, 2006, and is desirous of developing world-class facilities in different localities within its corporation area, which falls within the corporation area of BMC, for de-centralised management of Bio-degradable Waste produced by bulk waste generators and other waste generators, by seeking private sector participation.
- B. BMC intends, in public interest, to implement a project for Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation, on the terms and conditions as contained hereinafter (hereinafter referred to as the “**Project**”).
- C. BMC following a process of competitive bidding for the Project and after evaluating the bids received in response to its Notice Inviting e-Tender being No. [●] dated [●], accepted the bid submitted by the Contractor for implementing the Project.
- D. BMC communicated its acceptance to the Contractor vide the Letter of Intent bearing Memo No. [●] dated [●] (the “**LOI**”), a copy whereof is attached hereto as **Appendix - I**.
- E. The Contractor has agreed to undertake supply, installation, testing and commissioning of 6 (six) 1 TPD and 4 (four) 300 kg/day electromechanically operated Organic Waste Converter machines, including all equipment and accessories and all fabrication, erection and electrical works as required, at the identified Sites provided in **Appendix – II** hereunder written, for a total amount of Rs. [●]/- (Rupees [●] only), and thereafter to carry out comprehensive operation and maintenance of the OWCs for a period of 5 (five) years in consideration of payment of total charges of Rs.[●]/- (Rupees [●] only), and the Contractor has further agreed to buy back the Compost generated by the OWCs at a fixed rate of Rs.[●]/- (Rupees [●] only) per kg of Compost, in the manner as provided in this Agreement.
- F. The Contractor has signed and returned duplicate of the LOI in acknowledgement thereof.

- G. Following acknowledgement of the LOI by the Contractor, and upon the undertaking to provide the Performance Security by the Contractor prior to the Commencement Date, BMC has agreed to enter into this Agreement with the Contractor for implementation of the Project by the Contractor.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, BMC AND THE CONTRACTOR HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS: -

ARTICLE 1 | DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them hereunder:

- (1) **“Applicable Laws” or “Law”** shall mean all laws, acts, ordinance, rules, regulations, notification, guidelines or bye-laws in force and effect, including Solid Waste Management Rules, 2016, and Manual on Municipal Solid Waste Management, 2016, as of 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 Contractor;
- (2) **“Applicable Permits”** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Contractor under Applicable Laws;
- (3) **“Appointed Date”** shall mean the date of execution of this Agreement;
- (4) **“Bio-Degradable Waste”** means the organic waste to be supplied by Bidhannagar Municipal Corporation at the Sites to the Contractor for processing to Compost using the OWCs and as defined under the Solid Waste Management Rules, 2016;
- (5) **“BMC’s Event of Default”** shall have the meaning ascribed to the said term in Article 12.3;
- (6) **“Commencement Date”** shall have the meaning ascribed to the said term in Article 2.2.1;
- (7) **“Commercial Operations Date” or “(COD)”** shall have the meaning ascribed to the said term in Article 6.8;
- (8) **“Competent Authority”** means the Government of India, Government of West Bengal, or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Project, the Contractor, the OWCs and the Sites or the performance of all or any of the services, obligations or covenants of the Contractor under or pursuant to this Agreement or any portion thereof;
- (9) **“Compost”** means the major end product of the process using the OWCs and as defined under the Solid Waste Management Rules, 2016;
- (10) **“Contractor’s Event of Default”** shall have the meaning ascribed to the said term in Article 12.2;
- (11) **“Contractual Year”** shall mean each period of twelve (12) consecutive months during the O&M Period, with the first Contractual Year commencing on the Commercial Operation Date, and with each subsequent Contractual Year commencing on the anniversary of the Commercial Operation Date;

- (12) **"Damages"** shall mean liquidated damages which represent a genuine pre-estimate of the damages likely to be suffered by the party to whom the Damages are payable as set out in this Agreement. The parties agree that the losses that will actually be sustained are uncertain and impossible to determine with precision and the sums set out in this Agreement seek to limit the potential liability of the parties and constitute liquidated damages and not a penalty;
- (13) **"Force Majeure Event"** shall mean an act, event, condition or occurrence as specified in Article 11.2.1;
- (14) **"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 works similar to that of this Project.
- (15) **"Material Adverse Effect"** shall mean a material adverse effect on (a) the ability of the Contractor 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;
- (16) **"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.
- (17) **"O&M Requirements"** shall have the same meaning ascribed to the said term in Article 7.1.
- (18) **"Operational Acceptance Certificate"** shall refer to the Certificate to be issued by the BMC, upon successful commissioning and functioning of the OWCs;
- (19) **"Organic Waste Converter(s)"** or **"OWC(s)"** shall mean the Organic Waste Converter machines, including all fabrication, erection and electrical works and in respect of which the Contractor shall undertake supply, installation, testing and commissioning according to the specifications as provided in **Appendix – IV**, and thereafter undertake comprehensive operation and maintenance according to the requirements provided in **Appendix – V** hereto.
- (20) **"Quarter"** means each three-month period beginning from the Commercial Operations Date and ending on the last day of the three month period following the Commercial Operation Date, and each period of three months thereafter;
- (21) **"Sites"** shall mean the sites within the corporation area of BMC as listed in **Appendix – II** hereto;
- (22) **"Termination Date"** shall mean the date on which this Agreement will be terminated in accordance with Article 12.6;
- (23) **"Termination Payment"** shall mean the payment to be made by a Party to the other Party in case of termination of this Agreement in terms hereof;
- (24) **"Transfer Date"** means the date of expiry of the Contract Period pursuant to the provisions of this Agreement or the Termination Date, whichever is earlier;

1.2 Interpretations

In this Agreement, unless the context otherwise requires: -

- (1) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (2) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- (3) 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;
- (4) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;
- (5) words "include" and "including" are to be construed without limitation;
- (6) any reference to any point in time shall mean a reference to that point according to Indian Standard Time;
- (7) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;
- (8) Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (9) reference to this Agreement or any other agreement, deed, instrument, contract or document of any description shall be construed as reference to such agreement, deed, instrument, contract or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- (10) references to Recitals, Articles, and Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Appendices of or to this Agreement;
- (11) 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 or dates; provided that if the last day of any period computed under this Agreement is not a Business day, then the period shall run until the end of the next Business day;
- (12) references to any date, period or milestone dates shall mean and include such date, period or milestone date as may be extended pursuant to this Agreement or by mutual consent of the Parties hereto;
- (13) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such party and/or the PMU in this behalf;
- (14) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (15) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- (16) references to Project or OWC(s) in this Agreement shall mean the essential facilities and shall not include the optional facilities unless the Contractor opts to supply, install, test and commission, operate and maintain the same;
- (17) the damages payable by a party to the other party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/ liquidated damages likely to be suffered and incurred by the party entitled to receive the same and are not by way of penalty; and

- (18) any confirmation, approval or written consent, as the case maybe, to be given by either party for which no specific time period has been set out shall not be unreasonably withheld or delayed.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in 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 except in money calculation which shall be rounded off to nearest rupee.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (1) Between two Articles of this Agreement, the provisions of specific Article relevant to the issue under consideration shall prevail over those in the other Article;
- (2) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices;
- (3) Between any value written in numerals and that in words, the latter shall prevail.

1.5 Priority of Documents

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

- (1) This Agreement with Appendices
- (2) LOI
- (3) Bid
- (4) Addendum / Corrigendum to the RFP
- (5) RFP

ARTICLE 2 | ENGAGEMENT OF THE CONTRACTOR

2.1 Engagement of the Contractor

2.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, BMC hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to undertake supply, installation, testing and commissioning, operation and maintenance of the OWCs, subject to and in accordance with the terms and conditions set forth in this Agreement.

2.1.2 Subject to and in accordance with the provisions of this Agreement, the Contractor shall be responsible to observe, comply with and perform the following:

- (a) Supply, installation, testing and commissioning of the OWCs in accordance with the provisions contained in Article 6 of this Agreement;
- (b) Comprehensive operation and maintenance of the OWCs in terms of Article 7 of this Agreement;
- (c) Buy-back the Compost generated by the OWCs in terms of this Agreement;

- 2.1.3 Subject to and in accordance with the provisions of this Agreement, BMC shall be responsible to observe, comply with and perform, the following:
- (a) provide access to the Sites as mentioned in Appendix – II hereto for the purpose of, and to the extent, conferred by the provisions of this Agreement;
 - (b) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Contractor under this Agreement.

2.2 Timeline

- 2.2.1 The Contractor shall obtain all Applicable Permits relating to supply, installation, testing and commissioning of each of the OWCs and furnish the Performance Security to BMC, and upon receipt of Performance Security, BMC shall handover over the Sites listed in Appendix – II hereto to the Contractor within a period of 15 (fifteen) days from the Appointed Date. The date on which BMC achieves handover of the Sites to the Contractor shall be the “Commencement Date”.
- 2.2.2 The Contractor shall complete installation, testing and commissioning of all the OWCs, including the fabrication, erection and electrical works, in accordance with the provisions contained in Article 6 within a period as depicted below from the Commencement Date (hereinafter referred to as the “Delivery Period”), and in accordance with the following schedule (the “Delivery Schedule”):-

For 300 kg/dayOWCs:-

Particulars	Schedule
Completion of transportation, and delivery of all the OWCs, including all equipment and accessories at the Sites	30 (thirty) days from the Commencement Date
Completion of installation, testing, commissioning of all the OWCs, including all fabrication, erection and electrical works, and achieve Commercial Operations Date (COD) in respect of all the OWCs	45 (forty-five) days from the Commencement Date

For 1 TPD OWCs

Particulars	Schedule
Completion of transportation, and delivery of all the OWCs, including all equipment and accessories at the Sites	45 (forty five) days from the Commencement Date
Completion of installation, testing, commissioning of all the OWCs, including all fabrication, erection and electrical works, and achieve Commercial Operations Date (COD) in respect of all the OWCs	90 (ninety) days from the Commencement Date

- 2.2.3 Upon achieving Commercial Operations Date in terms of Article 6.8, the Contractor shall comprehensively manage, operate and maintain each of the OWCs for a period of 5 (five) years from the Commercial Operations Date, or till the earlier termination or any extension of this Agreement in accordance with the terms and conditions contained in Article 7 (hereinafter referred to as the “**O&M Period**”), during which period, the Contractor shall buy-back the 100% of the Compost generated by the OWCs as per the terms and conditions of this Agreement.
- 2.2.4 The sum total of the Delivery Period and the O&M Period shall be the “**Contract Period**”.

ARTICLE 3 | PERFORMANCE SECURITY

- 3.1 The Contractor shall, for due and punctual performance of its obligations hereunder relating to supply, installation, testing and commissioning of all the OWCs at the Sites, deliver to BMC, within the Commencement Date but prior to handover of the Sites by BMC, a bank guarantee from a Scheduled Commercial Bank, as per the format prescribed in **Appendix - III** hereto, of an amount equivalent to 10% of the Contract Price being a sum of Rs.[●]/- (Rupees [●] only) (hereinafter referred to as the “**Performance Security**”). The validity period for such Performance Security shall be 6 (six) months. BMC shall release the Performance Security without any interest to the Contractor upon successful completion of all contractual obligations relating to supply, installation, testing and commissioning of the OWCs including but not limited to the warranty obligations and upon receipt of the O&M Performance Security, in the manner provided hereinbelow and within a period of 7 (seven) days after the receipt of the O&M Performance Security.
- 3.2 The Contractor shall, in a form similar to that of the Performance Security as provided in **Appendix – III**, furnish a second bank guarantee from a Scheduled Commercial Bank within a period of 7 (seven) days from the Commercial Operations Date, for the due and punctual performance of its obligations hereunder relating to operation and maintenance of all the OWCs at the Sites, of an amount equivalent to 10% of the total O&M Charges, being a sum of Rs.[●]/- (Rupees [●] only) (hereinafter referred to as the “**O&M Performance Security**”). The validity period for such O&M Performance Security such initially be for a period of 1 (one) year and shall be renewed by the Contractor from time to time at least 15 (fifteen) days before its expiry. BMC shall release the O&M Performance Security without any interest upon successful completion of the obligations of the Contractor hereunder relating to operation and maintenance of all the OWCs, and the Contractor shall keep the O&M Performance Security valid and in force until BMC releases such O&M Performance Security 60 (sixty) days after the Transfer Date.
- 3.3 In the event the Contractor fails to provide the renewed/extended/enhanced Performance Security or O&M Performance Security in terms of and within the time prescribed in Articles 3.1 or 3.2 above, so as to maintain the Performance Security or O&M Performance Security valid throughout the periods prescribed in Articles 3.1 or 3.2, BMC shall have the right to forfeit and appropriate the subsisting Performance Security or O&M Performance Security, as applicable.
- 3.4 Failure of the Contractor to maintain the Performance Security or O&M Performance Security in full force and effect throughout the periods prescribed in Articles 3.1 or 3.2, in accordance with the provisions hereof, shall constitute as Contractor’s Event of Default.
- 3.5 In the event of the Contractor being in default or breach of the due, faithful and punctual performance of its obligations under this Agreement, or 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 BMC for or against the Contractor under this Agreement or against BMC in respect of this Agreement, BMC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Performance Security or O&M Performance Security as Damages for such default, or loss suffered due to non-completion of works or non-performance of services or in respect of any dues, demands, Damages or claims against the Contractor by BMC.

- 3.6 The decision of BMC 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 Contractor and the Contractor specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by BMC under this Agreement is required to be provided in connection with any demand made by BMC to recover such compensation through appropriation of the Performance Security or O&M Performance Security under this Agreement.
- 3.7 In the event of encashment of the Performance Security or O&M Performance Security by BMC, the Contractor shall within 15 (fifteen) days of receipt of the encashment notice from BMC provide a fresh Performance Security or O&M Performance Security, as applicable under Articles 3.1 or 3.2. The provisions of this Article 3 shall apply *mutatis mutandis* to such fresh Performance Security or O&M Performance Security.
- 3.8 The Contractor's failure to comply with this provision shall constitute a default or breach of the Agreement by the Contractor, which shall entitle BMC to terminate this Agreement in accordance with the provisions hereof.
- 3.9 Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the Performance Security, as applicable, if subsisting as of the Termination Date shall, subject to BMC's right to receive amounts, if any, due from the Contractor under this Agreement, be duly discharged and released to the Contractor.

ARTICLE 4 | REPRESENTATION AND WARRANTIES

4.1 Representations and Warranties of the Contractor

The Contractor represents and warrants to BMC 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 has the financial standing and capacity to undertake the obligations under this Agreement;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constituent documents to authorize the execution, delivery and performance of this Agreement;
- (d) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) There are no actions, suits, proceedings, or investigations pending or, to the Contractor'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 result in the breach of or constitute a default of the Contractor under the Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

- (f) 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 Competent Authority which may result in any Material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under the Agreement;
- (g) 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 on its financial condition or its ability to perform its obligations and duties under the Agreement;
- (h) No representation or warranty by the Contractor contained herein or in any other document furnished by it to BMC or to any Competent Authority in relation to Applicable Permits or otherwise 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;
- (i) Provided that whenever any pending or potential matter, including the matters listed in the sub-articles above, comes to the knowledge of the Contractor, during the subsistence of this Agreement, the outcome of which may result in the breach of or constitute a default of the Contractor under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under this Agreement, the Contractor shall immediately intimate the same to BMC;
- (j) Except as specifically stated in this Agreement no sums, in cash or kind, have been paid or will be paid by or on behalf of the Contractor, to any person by way of commission or otherwise for securing the execution of this Agreement or for influencing or attempting to influence any officer or employee of BMC.;
- (k) All the information furnished in the Bid is true and correct as on the date of submission;
- (l) It has studied the RFP carefully and also independently surveyed the condition of the Sites and agrees not to hold BMC liable for any variation thereto or to claim any compensation or escalation of the Contract Price or O&M Charges, or any reduction in the rate of buy-back of Compost, as agreed hereunder;
- (m) It is subject to laws of India with respect to the Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

4.2 Representations and Warranties of BMC

BMC represents and warrants to the Contractor that:

- (a) BMC has full power and authority to execute this Agreement;
- (b) BMC has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

- (c) This Agreement constitutes BMC's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) BMC confirms that no order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order have been enacted, entered, promulgated or enforced by any court of competent jurisdiction over the matter that restrains, prohibits or declares illegal the execution of this Agreement, and that no action, suit, inquiry or proceeding have been instituted or threatened by any governmental or regulatory authority or instrumentality having jurisdiction over the matter that seeks to restrain, prohibit or declare illegal execution of this Agreement.

4.3 Disclaimer

- 4.3.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has after a complete and careful examination made an independent evaluation of the technical and financial aspects of this Agreement, the Specifications, O&M Requirements, the Sites, materials and things needed for fulfilling its obligations under this Agreement, and has determined, to the Contractor's complete satisfaction, the nature and extent of such difficulties, risks and hazards as are likely to arise or be associated with the execution of this Agreement or as may be faced by the Contractor in the course of performance of its obligations hereunder.
- 4.3.2 The Contractor further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 4.3.1 above and hereby confirms that BMC shall not be liable for the same in any manner whatsoever to the Contractor.
- 4.3.3 The Contractor accepts that it is solely responsible for the verification of documents or information provided to the Contractor by BMC, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.
- 4.3.4 The Contractor shall be solely responsible for the contents of its Bid, adequacy and correctness of the drawings, data and detailed engineering prepared or procured by the Contractor for performing its obligations under this Agreement.
- 4.3.5 The Contractor is entering into this Agreement on the basis of its satisfaction based on the due diligence of all aspects of the Project.

ARTICLE 5 | SITES

5.1 Possession of and Access to Sites

- 5.1.1 BMC hereby grants to the Contractor access to the Sites from the date of execution of this Agreement for carrying out such surveys, investigations and tests as the Contractor may deem necessary at the Contractor's cost, expense and risk.
- 5.1.2 BMC hereby undertakes to handover to the Contractor the Sites without the Contractor being required to make any payment to BMC on account of any costs, expenses and charges for the use of such Sites during the Contract Period within 15 (fifteen) days from the Appointed Date but after the Contractor has furnished Performance Security in terms of Article 3.1, on "as is where is basis" together with the

necessary easementary rights and/ or rights of way/ way of leaves along with the rights, authority and license to implement the Project in accordance with this Agreement.

- 5.1.3 The grant of the rights and license herein and handing over of the Sites as aforesaid shall not confer or be deemed to have conferred on the Contractor, any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in the Sites or any part thereof and nothing in these presents contained shall be construed as a demise in law of the Sites unto the Contractor so as to give the Contractor any legal interest therein. The Contractor shall only have the right to enter upon the Sites for the purpose of implementing the Project in accordance with the terms hereof.
- 5.1.4 Following handover of the Sites, the Contractor shall keep the Site free from any trespass or encroachment.
- 5.1.5 BMC confirms that upon the Sites being handed over pursuant to Article 5.1.2, the Contractor shall have the right to enter upon, occupy and use the Sites only for the purpose of this Agreement and to make at its cost, charge and expense such development and improvements in the Sites as may be necessary or appropriate to implement the Project and to repair, upgrade, refurbish, operate and maintain the OWCs, subject to and in accordance with the provisions of this Agreement.
- 5.1.6 The Contractor shall have exclusive rights to the use of the Sites in accordance with the provisions of the Agreement and for this purpose it may regulate the entry and use of the Project by third parties.
- 5.1.7 The Contractor shall allow access to, and use of the Sites for telegraph lines, electric lines or such other public purposes as BMC may specify. Where such access or use causes any damage to the Project and consequent financial loss to the Contractor, it may seek compensation or damages from such user of the Sites as per Applicable Laws.
- 5.1.8 The Contractor shall not be liable to pay any property taxes for the Sites.

5.2 Information about the Sites

- 5.2.1 The information about the Sites, as provided by BMC in **Appendix – II** of this Agreement, to the Contractor is in good faith and with due regard to the matters for which such information is required by the Contractor. BMC hereby agrees to provide to the Contractor, upon a reasonable request, any further information relating to the Sites, which BMC may now possess or may hereafter come to possess. Subject to this, BMC makes no representation and gives no warranty to the Contractor in respect of the condition of the Site and the Contractor shall accept the Sites handed over to it by BMC on an “as is where is basis”.

5.3 Access of Sites to BMC

- 5.3.1 Following the handover of the Sites by BMC to the Contractor, the Contractor shall, at all reasonable times and on reasonable notice, afford access to the Site to:-
- (i) BMC and its duly authorised personnel and representatives so as to carry out their respective functions and obligations.
 - (ii) the representatives of or persons duly authorised by the relevant Competent Authority concerned with safety, security or environmental protection to inspect the Sites and the Project, carry out their respective duties and functions and to investigate any other matter within their authority.

The persons obtaining access to the Sites shall conduct their activities and operations at their own risk, cost and expense and in such manner so as not to cause any disruption to the Project.

5.4 Use of Sites

- 5.4.1 The Contractor shall use the Sites during the Contract Period only for the purposes of implementing the Project thereat and for purposes incidental or necessary thereto as permitted under this Agreement and shall not, without the prior written consent of BMC, use the Sites for any other purpose. The Contractor acknowledges, accepts, confirms and agrees that this is an essential condition of this Agreement.
- 5.4.2 The Contractor shall not part with or create any encumbrances on the whole or any part of the Sites; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Contractor to appoint sub-contractors.

ARTICLE 6 | SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OWCs

6.1 General Obligations

- 6.1.1 The Contractor shall supply, install, test and commission the four OWCs having a capacity of 300 kgs/day and six OWCs having a capacity of 1000 kgs/day, including all fabrication, erection and electrical works, at the Sites provided in **Appendix – II** hereto, and according to the specifications as provided in **Appendix – IV** of this Agreement, and achieve commencement of the operations of all the OWCs within the Delivery Period and according to the Delivery Schedule as provided in Article 2.2.2.
- 6.1.2 The Contractor shall obtain all necessary Applicable Permits relating to the supply, installation, testing and commissioning of OWCs prior to the Commencement Date.
- 6.1.3 The Contractor shall supply, install, test and commission the OWCs at the Sites in accordance with Good Industry Practice.
- 6.1.4 The Contractor shall remain solely responsible to meet the technical specifications and quality control parameters as provided in **Appendix – IV** of this Agreement (hereinafter referred to as “**the Specifications**”).
- 6.1.5 The supply, installation, testing and commissioning of OWCs shall be deemed to be complete upon compliance with all Applicable Permits and the Specifications and upon achievement of Commercial Operations Date as provided in Article 6.8.

6.2 Transportation of Equipment

- 6.2.1 Unless otherwise specified in the Agreement (including any in INCOTERMS 2010), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the transportation and delivery of the equipment relating to the OWCs. The Contractor shall hand over or make available such equipment, and BMC, being the consignee shall receive the equipment, at the place and within the time for delivery of the equipment. All manuals, instructions, displays and any other information relevant to the equipment shall be in the English language. The entire risk of loss, theft, damage to, or destruction of the equipment relating to the OWCs shall be entirely borne by the Contractor.

6.2.2 Road permits for transportation of equipment, if required, shall be provided by BMC, upon receipt of a written request from the Contractor, to provide such road permit.

6.3 Spare Parts

6.3.1 If specified in the Specifications, the Contractor shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the Contractor:

(a) The spare parts as selected by BMC to be purchased from the Contractor, subject to the condition that such purchase of the spare parts shall not relieve the Contractor of any contractual obligation including warranty obligations; and

(b) In case the production of the spare parts is discontinued:

(i) Sufficient advance notice to BMC before such discontinuation to provide adequate time to BMC to purchase the required spare parts etc., and

(ii) Immediately following such discontinuation, providing BMC, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BMC.

6.3.2 The Contractor shall carry sufficient inventories to assure supply of consumable spares for the equipment so that the same are supplied to BMC promptly on receipt of order from BMC.

6.4 Incidental services

The Contractor shall be required to perform the following incidental services:

(i) Installation and commissioning, supervision and demonstration of the OWCs.

(ii) Providing required jigs and tools for assembly, necessary fabrication, erection and electrical works required for the completion of the installation.

(iii) Arranging power and water supply or any other utilities as required, for each of the Sites.

(iv) Training of BMC's engineers, staff, operators etc. for operating and maintaining the equipment upon direction in this regard by BMC.

(v) Supplying requisite number of instruction/ operation and maintenance manual for the equipment.

6.5 Distribution of Dispatch Documents for Clearance/Receipt of Equipment

The details of shipping and/ or other documents shall be furnished by the Contractor within 24 hours of dispatch of the equipment relating to the OWCs. The Contractor shall notify BMC the complete details of dispatch and also supply by registered post/ speed post two sets of documents comprising the original and a copy of the following:-

(i) Commercial invoice, indicating that BMC is the purchaser, the contract number, equipment description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the manufacturer's stamp/ seal;

(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transportation document indicating that BMC is the purchaser, marked "freight prepaid" and showing delivery through to final destination;

- (iii) Packing list identifying contents of each package;
- (iv) Manufacturer's Warranty Certificate covering all items supplied;
- (v) Pre-shipment note submitted by the manufacturer to BMC at least 15 days prior to the scheduled delivery of the equipment at the Sites;
- (vi) Inspection Certificate, if any, and
- (vii) Insurance Certificate.

6.6 Comprehensive Warranty

- 6.6.1 The Contractor warrants comprehensively that the equipment relating to the OWCs supplied under this Agreement is new, unused and incorporate all recent improvements in design and materials. The Contractor further warrants that the equipment supplied shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied equipment under the conditions prevailing in India.
- 6.6.2 The Contractor shall provide comprehensive on-site warranty (including all spares, accessories and labour) for a period of 2 (two) years from the Commercial Operations Date.
- 6.6.3 In case of any claim arising out of this warranty, BMC shall promptly notify the same in writing to the Contractor.
- 6.6.4 Upon receipt of such notice, the Contractor shall, within 8 hours, on a 24 (hrs) × 7 (days) × 365 (days) basis, repair or replace the defective equipment or parts thereof, free of cost, at the Sites. The Contractor shall take over the replaced parts/equipment after providing their replacements and no claim, whatsoever shall lie on BMC for such replaced parts/equipment thereafter.
- 6.6.5 In the event of any rectification of a defect or replacement of any defective equipment during the warranty period, the warranty for the rectified/replaced equipment shall be extended from the date such rectified / replaced equipment starts functioning to the satisfaction of BMC.
- 6.6.6 If the Contractor, having been notified, fails to rectify/replace the defect(s) within 8 hours, on a 24 (hrs) × 7 (days) × 365 (days) basis, BMC may proceed to take such remedial action(s) as deemed fit by BMC, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which BMC may have against the Contractor.
- 6.6.7 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the Contractor free of cost.
- 6.6.8 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the Contractor.
- 6.6.9 Rectification of all faults appearing shall be periodically advised to BMC, by the Contractor, the period being not more than a month.
- 6.6.10 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the Contractor free of cost.
- 6.6.11 The Contractor shall fully associate the engineers and technicians of BMC during installation, testing and commissioning, as well as during the O&M Period.

6.7 Inspection, Testing and Quality Control

- 6.7.1 BMC and/or its nominated representative(s), without any extra cost to BMC, shall inspect and/or test the ordered equipment relating to the OWCs and the related services to confirm their conformity to the Specifications and other quality control details incorporated in the Agreement. BMC shall inform the Contractor in advance, in writing, BMC's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 6.7.2 The Specifications shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Contractor to BMC's inspector at no extra cost to BMC.
- 6.7.3 If during such inspections and tests, the contracted equipment relating to the OWCs fail to conform to the required Specifications and standards, BMC's inspector may reject them and the Contractor shall either replace the rejected equipment relating to the OWCs or make all alterations necessary to meet the Specifications and standards, as required, free of cost to BMC and resubmit the same to BMC's inspector for conducting the inspections and tests again.
- 6.7.4 In case BMC requires pre-despatch inspection of the ordered equipment relating to the OWCs at the Contractor's premises, the Contractor shall put up the equipment for such inspection to BMC's inspector well ahead of the delivery.
- 6.7.5 If the Contractor tenders the equipment relating to the OWCs to BMC's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the Delivery Period, the inspector may carry out the inspection and complete the formality beyond the Delivery Period at the risk and expense of the Contractor without any prejudice to the legal rights and remedies available to BMC under this Agreement.
- 6.7.6 BMC's right to inspect, test and, if necessary, reject the equipment relating to the OWCs after the arrival of the equipment at the final destination shall have no bearing of the fact that the equipment have previously been inspected and cleared by BMC's inspector during pre-despatch inspection mentioned above.
- 6.7.7 Equipment accepted by BMC and/or its inspector at initial inspection and in final inspection in terms of the Agreement shall in no way dilute BMC's right to reject the same later, if found deficient in terms of the warranty as provided under Article 6.6.
- 6.8 **Commercial Operations Date (COD)**
Upon completion and achieving readiness of each OWC to commence the operations to process Bio-degradable Waste in accordance with this Agreement, the Contractor shall inform BMC regarding the same by way of a written notice. The Contractor shall also obtain the Operational Acceptance Certificate from BMC for each OWC and shall intimate a date for commencement of operations of each of the OWCs. The date on which all the OWCs are operational and when Operational Acceptance Certificate in respect of all the OWCS has been issued by BMC, shall be deemed to be the Commercial Operations Date (the "**Commercial Operations Date**" or "**COD**").
- 6.9 **Delay in the Contractor's performance**
- 6.9.1 Subject to the provisions of Force Majeure under Articles 11.1, any unexcused delay by the Contractor in supplying the OWCs and performance of incidental services shall render the Contractor liable to any or all of the following sanctions:

- (i) Imposition of Damages,
 - (ii) Forfeiture of its Performance Security, and
 - (iii) Termination of the Agreement.
- 6.9.2 If at any time during the Delivery Period, the Contractor encounters conditions hindering timely supply of the OWCs and performance of services, the Contractor shall promptly inform BMC in writing about the same and its likely duration and make a request to BMC for extension of the Delivery Period accordingly. On receiving the Contractor's communication, BMC shall examine the situation as soon as possible and, at its discretion, may agree to extend the Delivery Period, with or without Damages.
- 6.9.3 When the Delivery Period is extended due to unexcused delay by the Contractor, such extension shall be subject to the following conditions:
- (a) BMC shall recover from the Contractor, Damages as provided under Article 6.10, which the Contractor has failed to deliver within the original Delivery Period.
 - (b) That no increase in price on account of any ground, whatsoever, including on account of enhancement of taxes or duties which may be levied in respect of the OWCs and related services, which takes place during or after the stipulated Delivery Period shall be admissible.
- 6.9.4 The Contractor shall not dispatch the equipment after expiry of the Delivery Period. The Contractor is required to apply to BMC for extension of Delivery Period and obtain the same before dispatch. In case the Contractor dispatches the equipment without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BMC.
- 6.10 Damages**
- 6.10.1 If the Contractor fails to complete supply, installation, testing and commissioning of the OWCs, including the fabrication, erection and electrical works, within the Delivery Period, BMC shall, without prejudice to other rights and remedies available to BMC under the Agreement, BMC shall deduct from the Contract Price, a sum equivalent to 0.5% per week of delay or part thereof of the Contract Price until actual performance of all its obligations pertaining to supply, installation, testing and commissioning of the OWCs, including the fabrication, erection and electrical works, subject to a maximum of 10% of the Contract Price. Once the maximum delay has been committed by the Contractor, BMC may proceed for termination of the Agreement under Article 12, without prejudice to BMC's right to terminate the Agreement even prior thereto for breach by the Contractor.
- 6.10.2 No Damages shall be imposed on the Contractor by BMC, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

ARTICLE 7 | OPERATION AND MAINTENANCE

- 7.1 From the Commercial Operations Date (COD) till the expiry of the O&M Period, the Contractor shall be responsible for receiving Bio-degradable Waste from BMC and carry out comprehensive daily operation and management of all the OWCs, including but not limited to any pre-processing or extensive sorting/ segregation of the incoming Bio-degradable Waste, as per the requirements

provided in **Appendix – V**, for conversion of incoming Bio-degradable Waste to Compost at each of the Sites (the “**O&M Requirements**”).

- 7.2 The Contractor shall make necessary applications to the relevant Competent Authority(ies), with such particulars and details as may be necessary, and obtain all Applicable Permits in conformity with Applicable Laws to meet the O&M Requirements. BMC shall assist, as and when required, in obtaining such Applicable Permits without any financial burden on BMC.
- 7.3 The Contractor shall use a weighing scale, to be constructed at the each of the Sites by the Contractor, to:
- (a) determine the weight of the Bio-degradable Waste as received from BMC;
 - (b) determine the weight of the inert waste and residual solid waste;
 - (c) determine the weight of the Compost;
 - (b) generate and maintain an electronic database for each delivery and provide a print out of the specifications and details for each consignment, as stated in sub-clauses (a) to (c) above as per the format provided in **Appendix – VI** of this Agreement (“**Daily Weight Sheet**”).
 - (e) provide weight receipt in duplicate to the driver of the truck and to BMC and/or its authorised representatives.
- 7.4 The weighing scale shall be operated and maintained by the Contractor at no cost to BMC.
- 7.5 Each consignment shall be first weighed at the weighing scale in order to enable calculation of the actual quantity of Bio-degradable Waste delivered to the Contractor by BMC.
- 7.6 The Contractor shall operate and maintain each of the OWCs in accordance with the recommendations of the original equipment manufacturers and/ or as per the Good Industry Practice.
- 7.7 The Contractor may undertake operation and maintenance of the OWCs by itself or through a sub-contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Contractor shall remain solely responsible to meet the operation and maintenance requirements under this Agreement.
- 7.8 For the purposes of determining that the OWCs being operated and maintained in accordance with **Appendix – V** of this Agreement, the Contractor shall with due diligence carry out all necessary and periodical Tests as provided in **Appendix – V** of this Agreement. The Contractor shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the results of such Tests.
- 7.9 The Contractor shall bear all expenses, charges and deposits for the electricity and water supply utilized during operation and maintenance of the OWCs.
- 7.10 The Contractor shall ensure that the quality of Compost shall conform to the standards of quality as per Solid Waste Management Rules, 2016, as well as any guidelines issued by the Ministry of Urban Development or by Central Public Health and Environmental Engineering Organisation (CPHEEO) or any Applicable Laws.
- 7.11 During the O&M Period, the Contractor shall buy back the Compost generated from the OWCs at the price provided in Article 9.1. The Contractor shall be solely liable for transportation arrangements of the Compost from the Sites and shall not store/ keep the Compost at any of the Sites.

- 7.12 The Contractor shall be responsible for the strict compliance of Applicable Laws and shall ensure strict compliance by its sub-contractor(s), employees, agents and all categories of labour deployed, of rules or regulations having the force of law affecting the relation of employers and employee between the Contractor/ sub-contractor and their respective employees.
- 7.13 The Contractor shall comply with the rules and regulation of the local authorities for protection of health and sanitary arrangements of all those directly or indirectly engaged in the Project. The Contractor shall adhere to safe working practices and guard against harzardous and unsafe working conditions and shall comply with standard safety rules.
- 7.14 It shall be the Contractor's responsibility to protect its employees and workers against accidents at work. The Contractor shall indemnify BMC against any claim for damage to persons or property resulting from and in course of work undertaken by the Contractor, or its agents, associated with the performance of the Agreement.
- 7.15 The Contractor shall be solely responsible for the security of the Sites and the OWCs during the Contract Period.
- 7.16 **Damages**
- 7.16.1 If the Contractor fails to process 90% of the total quantity of incoming Bio-degradable Waste at each of the Sites every quarter of any Contractual Year so that not more than 10% of inert and residual solid waste is generated by the OWC thereat, BMC shall, without prejudice to other rights and remedies available to BMC under the Agreement, deduct from the O&M Charges, as Damages in respect of each of the Sites where such failure has occurred, as follows:-
- Damages = [(Percentage of additional inert and residual solid waste)/100] x [O&M Charges for the relevant year/(4 x 10)]
- 7.16.2 No Damages shall be imposed on the Contractor by BMC, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

ARTICLE 8 | MONITORING AND INSPECTION DURING O&M PERIOD

8.1 Monthly Status Reports

During the O&M Period, the Contractor shall, no later than 7 (seven) days after the end of every quarter of every Contractual Year, furnish to BMC a monthly report in respect of each of the Sites, stating in reasonable detail the condition of each of the OWCs, including its compliance or otherwise with the O&M Requirements, the quantity of Bio-degradable Waste received from BMC, the quantity of inert and residual solid waste and the Compost generated and bought back by the Contractor, and shall promptly give such other relevant information as may be required by BMC. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

8.2 Inspection

BMC shall inspect or cause to be inspected the OWCs at each Site at least once in every quarter of every Contractual Year. It shall make an Inspection Report of such inspection stating in reasonable

detail the defects or deficiencies, if any, with reference to the O&M Requirements, maintenance manual, performance parameters or requirements as set forth in this Agreement including the Appendices and send a copy thereof to the Contractor within 7 (seven) days of such inspection and upon receipt thereof, the Contractor shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by BMC shall not relieve or absolve the Contractor of its obligations and liabilities hereunder in any manner whatsoever.

8.3 Remedial measures

- 8.3.1 The Contractor shall repair or rectify the defects or deficiencies, impacting the operations/ efficiency of each of the OWCs, if any, set forth in the Inspection Report and furnish a report in respect thereof to BMC within 15 (fifteen) days of receiving the Inspection Report; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Contractor shall submit progress reports to BMC of the repair works once every week until such works are completed in conformity with this Agreement.
- 8.3.2 In the event that remedial measures are not completed by the Contractor in terms of Article 8.3.1 above, BMC shall be entitled to recover Damages from the Contractor at the rate of 0.1% of the O&M Charges of the relevant year for each day of delay beyond the period specified for rectification of such defect or deficiency by the Contractor.

8.4 BMC's right to take remedial measures

- 8.4.1 In the event the Contractor does not maintain and/or repair the OWCs or any part thereof in conformity with the O&M Requirements, and fails to commence remedial works within 15 (fifteen) days of receipt of Inspection Report or notice in this behalf from BMC, as the case may be, BMC 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 Contractor, and to recover its cost from the Contractor.
- 8.4.1 In addition to recovery of the aforesaid cost, an additional sum equal to 10% (ten percent) of such cost shall be paid by the Contractor to BMC as Damages.

ARTICLE 9 | TERMS AND MODE OF PAYMENT

9.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of Damages or any other charges as per terms and conditions of the Agreement in the following manner.

A. For Supply, Installation, Testing and Commissioning :

- (i) The total contract price for supply, installation, testing and commissioning of all the OWCs, as quoted by the Contractor, is Rs. [●]/- (Rupees [●] only), which is inclusive of all applicable taxes (the "Contract Price").
- (ii) The Contract Price shall be payable to the Contractor by BMC will be paid in milestone-based instalments as per the following schedule:-

Sl. No.	Milestone	Payment
1.	On completion supply, installation, testing and commissioning of all the OWCs, including completion of all fabrication, erection and electrical works, and on achieving Commercial Operations Date	60%
2.	On completion of each Quarter of the 1 st Contractual Year	3% (12% for 1 st Contractual Year)
3.	On completion of each Quarter of the 2 nd Contractual Year	2.5% (10% for 2 nd Contractual Year)
4.	On completion of each Quarter of the 3 rd Contractual Year	2% (8% for 3 rd Contractual Year)
5.	On completion of every Quarter of the 4 th Contractual Year	1.5% (6% for 4 th Contractual Year)
6.	On completion of every Quarter of the 5 th Contractual Year	1% (4% for 5 th Contractual Year)

B. For Operation & Maintenance:

- (i) The total O&M Charges for comprehensive operation and maintenance of all the OWCs in terms of this Agreement in respect of each Contractual Year, as per the charges quoted by the Contractor, is Rs. [●]/- (Rupees [●] only), which is inclusive of all applicable taxes, (the "O&M Charges") the break-up of which is as follows:-

For 1 TPD OWCs:

Contractual Year	Amount
1 st	Rs.[●]/- (Rupees [●] only)
2 nd	Rs.[●]/- (Rupees [●] only)
3 rd	Rs.[●]/- (Rupees [●] only)
4 th	Rs.[●]/- (Rupees [●] only)
5 th	Rs. [●]/- (Rupees [●] only)
Total (A)	Rs. [●]/- (Rupees [●] only)

For 300kg/day OWCs:

Contractual Year	Amount
1 st	Rs.[●]/- (Rupees [●] only)
2 nd	Rs.[●]/- (Rupees [●] only)
3 rd	Rs.[●]/- (Rupees [●] only)
4 th	Rs.[●]/- (Rupees [●] only)
5 th	Rs.[●]/- (Rupees [●] only)
Total (B)	Rs.[●]/- (Rupees [●] only)

- (ii) The O&M Charges shall be payable each Quarter of every Contractual Year. For this purpose, the Contractor should produce documentary proof i.e. Inspection Reports duly approved and signed by Executive Engineer of BMC for each of the Sites.

C. For Buy Back of Compost:

The Contractor has agreed to buy back 100% of the Compost generated from the Project at the following rates, which are exclusive of taxes:-

Contractual Year	Rate (in Rs./kg)
1 st	Rs.[●]/- (Rupees [●] only)
2 nd	Rs.[●]/- (Rupees [●] only)
3 rd	Rs.[●]/- (Rupees [●] only)
4 th	Rs.[●]/- (Rupees [●] only)
5 th	Rs.[●]/- (Rupees [●] only)

The price payable by the Contractor for the Compost shall be deducted by BMC from the amount payable for the O&M Charges as provided hereinafter.

D. Other Terms :

- (i) In respect of the Contract Price, upon achieving the milestone in Sl. No. 1 of the schedule provided in Article 9.1(A)(ii), the Contractor shall raise an invoice for payment of the applicable amount. BMC shall release payment for such invoice within 14 (fourteen) days of receipt thereof.
- (ii) The Contractor shall raise invoice for the payment of milestone amounts towards the Contract Price as well as the O&M Charges each quarter of every Contractual Year. BMC shall also issue an invoice each Quarter of every Contractual Year in respect of buy back of Compost by the Contractor. BMC after being satisfied that the Contractor has produced the required documentary proof i.e. Inspection Reports duly approved and signed by Executive

Engineer of BMC for each of the Sites, shall release payment of milestone amounts towards the Contract Price and for the O&M Charges, after deducting the buyback price and applicable taxes.

- (iii) The Contractor shall not be entitled to any interest on payments under this Agreement.
- (iv) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the invoices payable to the Contractor at rates as notified from time to time.
- (v) The payment of bills of the Contractor shall be made by BMC in Indian Rupees (Indian National Rupee).
- (vi) While claiming payment, the Contractor is also to certify in the invoice that the payment being claimed is strictly in terms of the Agreement and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Agreement.

9.9 Prices

The Contract Price and the O&M Charges shall not vary from the corresponding prices quoted by the Contractor in its Bid and incorporated in the Agreement.

9.10 Taxes and Duties

- 9.10.1 The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the OWCs to BMC.

ARTICLE 10 | OWNERSHIP OF OWCs

- 10.1 The ownership, title including incidentals of the title and any legal or inchoate right and interest which may accrue in the OWCs shall pass from the Contractor to BMC upon delivery of the OWCs and acceptance of the same by BMC in accordance with the requirements of this Agreement. The rights of the Contractor shall only be that of a licensee as provided in this Agreement. It is clarified for the avoidance of doubt that ownership of any equipment, plant or machinery installed by the Contractor during the Contract Period shall remain vested with BMC and the Contractor shall only have the right to use the same in accordance with the provisions of this Agreement.

ARTICLE 11 | FORCE MAJEURE AND CHANGE IN LAW

11.1 Force Majeure

- 11.1.1 The Contractor shall not be liable for imposition of any sanctions under Articles 6.9, 6.10 and 12.2 so long the delay and/or failure of the Contractor in fulfilling its obligations under the Agreement is the result of any Force Majeure Event provided in Article 11.1.2.
- 11.1.2 For purposes of this Article 11, "Force Majeure Event" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of a Governmental Agency, either in its sovereign or contractual capacity, wars or

revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pestilence, quarantine restrictions, strikes excluding by its employees, and lockouts excluding by its management.

- 11.1.3 If a Force Majeure Event arises, the Contractor shall promptly notify BMC in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event. Unless otherwise directed by BMC in writing, the Contractor shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.1.4 If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the Agreement without any financial repercussion on either side.
- 11.1.5 In case due to a Force Majeure event, BMC is unable to fulfill its contractual commitment and responsibility, BMC will notify the Contractor accordingly and subsequent actions taken on similar lines described in the preceding Articles.

11.2 Changes in Law

11.2.1 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 law including laws related to environment;
- (ii) The repeal, modification or re-enactment of any existing law;
- (iii) A change in the interpretation or application of a 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, and
- (iii) Any change in the rates of the applicable taxes.

11.2.2 Subject to Change in Law resulting in Material Adverse Effect and subject to the Contractor 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 Contractor is obliged to incur additional costs, BMC shall subsequently reimburse to the Contractor such amount as mutually agreed between BMC and the Contractor.

11.2.3 Upon occurrence of a Change in Law, the Contractor shall notify BMC 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 Contractor on account of Change in Law;
- (iii) The measures, which the Contractor has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the additional costs;

- (iv) The relief sought by the Contractor.

11.2.4 Upon receipt of the notice of Change in Law issued by the Contractor pursuant to the preceding Article 10.6.3, BMC and the Contractor shall hold discussions and take all such steps as may be necessary to quantify the additional costs. Within 90 (ninety) days from the date of determination of quantum of additional costs, relief is to be provided to the Contractor, subject to BMC following the due administrative procedure in terms of approvals for disbursement. The relief amount will take into account the loss in revenue calculated on the revenue generated through the sale of Compost generated by the OWCs to the benefit of the Contractor.

ARTICLE 12 | EVENTS OF DEFAULT AND TERMINATION

12.1 Events of Default

Events of Default shall mean either Contractor Event of Default or BMC Event of Default or both as the context may admit or require.

12.2 Contractor's Event of Default

The Contractor's Event of Default means any of the following events unless such an event has occurred as a consequence of BMC Event of Default or a Force Majeure Event: -

- (a) The Contractor commits or is in Material Breach of any of its obligations under this Agreement and the same has not been remedied within 30 (thirty) days of BMC's notice to the Contractor specifying such breach and requiring the Contractor to remedy the same;
- (b) The Contractor's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement which will result in Material Breach or which is likely to have a Material Adverse Effect on its ability to perform as per the provisions of this Agreement;
- (c) Any representation made, or warranties given by the Contractor under this Agreement are found to be false or misleading;
- (d) The Contractor is adjudged bankrupt or insolvent or if a receiver is appointed for the Contractor or for any of its property that has a material bearing on the Project;
- (e) The Contractor engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the court of any activity undertaken pursuant to this Agreement;
- (f) The Contractor repudiates this Agreement or otherwise taken any action or evinces or conveys an intention not to be bound by this Agreement;
- (g) The Contractor does not attend to or abandons the Project for a consecutive period for more than 7 (seven) days without the prior consent of BMC, provided that the Contractor shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of a Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligation by BMC;

- (h) The Contractor has failed to accept the Bio-degradable Waste supplied by Bidhannagar Municipal Corporation, for a continuous period of 15 (fifteen) days or for an aggregate period of 20 days in any given month, for reasons attributed to unplanned maintenance shutdown;
- (i) Act on part of the Contractor, which does put in jeopardy the project safety, quality of upkeep, operations and maintenance, or jeopardises the authority and efficiency of BMC or Bidhannagar Municipal Corporation, in discharging their duties. Such Events of Default may include frequent failures to submit progress reports, shortfalls in conduct of required tests, etc.

12.3 BMC's Event of Default

Any of the following events shall constitute a BMC's Event of Default unless such event has occurred as a result of any Force Majeure Event:

- (a) BMC's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement that has a Material Adverse Effect unless such failure has occurred as a consequence of a Contractor Event of Default or a Force Majeure Event;
- (b) Any representation made or warranties given by BMC under this Agreement is found to be false or misleading;
- (c) BMC has failed to ensure supply of Bio-degradable Waste for a continuous period of 15 (fifteen) days;
- (d) BMC 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 the Contractor's notice to BMC specifying such breach and requiring BMC to remedy the same;
- (e) BMC has defaulted any payment that has fallen due under the Agreement if such delay exceeds 90 (ninety) days;
- (f) BMC repudiates the Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
- (g) Any representation made or warranties given by BMC under this Agreement has been found to be false or misleading.

12.4 Termination for Contractor Event of Default

- 12.4.1 If BMC decides to terminate this Agreement pursuant to preceding Article 12.2, it shall in the first instance issue a preliminary notice ("**BMC's Preliminary Notice**") to the Contractor. Upon receipt of BMC's Preliminary Notice, the Contractor shall forward a copy of the same to the Lender.
- 12.4.2 Within 15 (fifteen) days of receipt of BMC's Preliminary Notice, the Contractor, shall submit to BMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Contractor's Proposal to Rectify**"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of 15 (fifteen) days, BMC shall be entitled to terminate this Agreement by issuing a Final Termination Notice in the manner prescribed under Article 12.6.
- 12.4.3 If the Contractor's Proposal to Rectify is submitted within the period stipulated therefor, the Contractor shall have further period of 30 (thirty) days to remedy/ cure the underlying Event of

Default. Upon receipt of the Contractor's Proposal to Rectify, BMC shall co-operate with the Contractor and shall attempt to mutually resolve the issue with the Contractor.

- 12.4.4 If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, BMC shall be entitled to terminate this Agreement, by issue of Final Termination Notice in the manner prescribed under Article 12.6.

12.5 Termination for BMC Event of Default

- 12.5.1 Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of BMC's Event of Default, the Contractor shall be entitled to terminate this Agreement by manner as set out under Article 12.6.

- 12.5.2 If the Contractor decides to terminate this Agreement pursuant to preceding Article 12.3, it shall in the first instance issue a preliminary notice ("**Contractor's Preliminary Notice**") to BMC. Within 15 (fifteen) days of receipt of Contractor's Preliminary Notice, BMC shall forward to the Contractor its proposal to remedy/ cure the underlying Event of Default ("**BMC's Proposal to Rectify**"). In case of non-submission of BMC's Proposal to Rectify within the period stipulated therefore, Contractor shall be entitled to terminate this Agreement by issuing Final Termination Notice in the manner prescribed under Article 12.6.

- 12.5.3 If BMC's Proposal to Rectify is forwarded to the Contractor within the period stipulated therefore, BMC shall have further period of 30 (thirty) days to remedy/cure the underlying Event of Default. If, however BMC fails to remedy/cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate this Agreement by issuing a Final Termination Notice in the manner prescribed under Article 12.6.

12.6 Final Termination Notice

- 12.6.1 If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Articles 12.4 or 12.5, it shall issue Final Termination Notice setting out:

- (a) in sufficient detail the underlying Event of Default;
- (b) the Termination Date which shall be a date occurring not earlier than 30 (thirty) days from the date of Final Termination Notice;
- (c) the estimated Termination Payment including the details of computation thereof as stipulated in this Agreement and,
- (d) Any other relevant information.

- 12.6.2 The Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (a) until termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the OWCs,
- (b) The Termination Payment payable by BMC in accordance with the Article 12.8.2 is paid to the Contractor on the Termination Date and the OWCs as on the Termination Date and the Sites, are handed back to BMC by the Contractor on the Transfer Date free from any encumbrance.

12.7 Withdrawal of Final Termination Notice

12.7.1 Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Final Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Final Termination 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 the Final Termination Notice.

12.8 Rights of Parties upon Termination

12.8.1 Rights of BMC upon termination are:

- (a) Upon termination of this Agreement on account of Contractor's Event of Default, the Contractor would not be entitled to any compensation from BMC and BMC shall be entitled to encash and appropriate the entire Performance Security or the O&M Performance Security as Damages.
- (b) Upon termination of this Agreement for any reason whatsoever, BMC shall, have the power and authority to:
 - (i) Instruct the Contractor to handover and transfer all the Sites, including the OWCs thereat, within 30 (thirty) days of such termination.
 - (ii) If the Contractor fails or is unable to comply with (i) then after a reasonable period BMC may eventually take possession and control of the OWCs including all equipment, all or any tools and plants, material installed or stored;
- (c) Notwithstanding anything contained in this Agreement, BMC 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(s) in the employment of or engaged by the Contractor in connection with the OWCs or operation and maintenance thereof.

12.8.2 Rights of Contractor upon Termination are:

Upon termination of this Agreement on account of BMC Event of Default, BMC shall, either:

- (a) If Termination occurs prior to achieving the Commercial Operations Date, purchase the OWCs notwithstanding the completion status of the OWCs on an "as is where is basis" from the Contractor and the Contractor shall be entitled to receive from BMC, termination payment equal to 100% of the book value of the OWCs, which means the capital investment net of depreciation as on date of termination (the "**Termination Payment**");
- (b) If Termination occurs after the Commercial Operations Date, the Contractor shall be entitled to receive from BMC as Termination Payment the remaining/ outstanding Contract Price payable to the Contractor as on the date of termination;
- (c) In the event BMC refuses or is unable to pay the Termination Payment as required, the Contractor shall retain the OWCs, and the Contractor shall also be entitled to claim compensation, as maybe mutually decided between BMC and the Contractor, for losses related to the Project ("**Appropriate Compensation**") as may arise directly or indirectly from BMC Event of Default.

- (d) BMC shall, within a period as mutually agreed upon for days from the date when the Appropriate Compensation is decided, pay the Appropriate Compensation to the Contractor,
- (e) Notwithstanding anything contained herein, BMC shall not be entitled to take the OWCs unless and until BMC pays the Termination Payment.

12.8.3 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.

12.9 Termination for convenience

- 12.9.1 BMC reserves the right to terminate the contract, in whole or in part for its (BMC's) convenience, by serving written notice on the Contractor at any time during the currency of the Agreement. The notice shall specify that the termination is for the convenience of BMC. The notice shall also indicate, *inter alia*, the extent to which the Contractor's performance under the Agreement is terminated, and the date with effect from which such termination will become effective. In the event this Agreement is terminated under this Article 12.9, Termination Payment shall be made to the Contractor in terms of Article 12.8.2 above.

ARTICLE 13 | DISPUTE RESOLUTION

13.1 Amicable Resolution

- 13.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, including those arising with regard to acts, decision or opinion of Bidhannagar Municipal Corporation (the "**Dispute**"), shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth below.
- 13.1.2 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 13.1.3 Either party may require such Dispute to be referred to the Principal Secretary, Urban Development & Municipal Affairs Department for amicable settlement. Upon such reference, the parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute.

13.2 Dispute Resolution

If the parties are unable to resolve the Dispute amongst themselves amicably by applying the provisions of Article 13.1 above, then any of the parties may approach the courts at prescribed in Article 14.3 below, for resolution of the Dispute.

ARTICLE 14 | MISCELLANEOUS

14.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Kolkata shall alone have jurisdiction to the exclusion of all other courts over all matters arising out of or relating to this Agreement.

14.2 Entire Agreement and Amendments

This Agreement together with the Appendices hereto constitute the complete, exclusive and entire statement of the terms of the agreement between the parties on the subject hereof. No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the parties therefrom, shall in any event be valid and effective unless the same is in writing and signed by the parties or their authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

14.3 Assignment

The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BMC's prior written permission.

14.4 Sub contracts

The Contractor shall notify BMC in writing of all sub-contracts awarded under the Agreement. Such notification, shall not however, relieve the Contractor from any of its liability or obligation under the terms and conditions of the Agreement. It is made clear that for supply, installation, testing and commissioning of the OWCs, the Contractor is allowed to sub-contract only as provided in Appendix – IV hereto.

14.5 Waiver

14.5.1 The waiver by either party, including conditional or partial waiver, of any default by the other party in the observance and performance of any provision of or obligations under this Agreement shall:

(a) not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

(b) not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

(c) not affect the validity or enforceability of this Agreement in any manner.

14.5.2 No failure on the part of any party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a party to the other party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right,

power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.

- 14.5.3 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 hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

14.6 Patent Rights

The Contractor shall, at all times, indemnify and keep indemnified BMC, free of cost, against all claims which may arise in respect of the OWCs for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BMC or Bidhannagar Municipal Corporation, as the case may be, BMC shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to BMC or Bidhannagar Municipal Corporation.

14.7 Indemnification

The Contractor shall indemnify, defend and hold BMC, Bidhannagar Municipal Corporation harmless against any or all proceedings, actions and third party claims arising out of a breach by the Contractor of any of its obligations under this Agreement. This indemnity shall be limited in respect of making harmless to BMC, Bidhannagar Municipal Corporation and the Government of West Bengal. The Contractor shall indemnify BMC, Bidhannagar Municipal Corporation and the Government of West Bengal against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the Contractor in execution of or in connection with this Agreement and against any loss or damage to BMC, Bidhannagar Municipal Corporation and the Government of West Bengal in consequence to any action or suit, or a legal proceeding, being brought against the Contractor for anything done or committed to be done in the execution of this Agreement. The Contractor will abide by the job safety measures prevalent in India and will free BMC, Bidhannagar Municipal Corporation and the Government of West Bengal from all demands or responsibilities arising from accidents or loss of life, on account of the Contractor's negligence and responsibility. The Contractor will pay all indemnities arising from such incidents without any extra cost to the BMC, Bidhannagar Municipal Corporation and the Government of West Bengal and will not hold the BMC, Bidhannagar Municipal Corporation and the Government of West Bengal responsible or obligated. BMC, Bidhannagar Municipal Corporation and the Government of West Bengal may at their discretion and entirely at the cost of the Contractor defend such suit, either jointly with the Contractor or severally in case the latter chooses not to defend the case and /or proceeding.

14.8 Survival

- 14.8.1 The Termination/ expiry of this Agreement shall not relieve any party of their respective obligations hereunder which expressly or by implication survives Termination/ expiry hereof.
- 14.8.2 Except as otherwise provided in any provision of this Agreement expressly limiting the liability of any party, the Termination/ expiry of this Agreement shall not relieve any party of its 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.

14.9 Confidentiality

No party shall, without the prior written consent of the other party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose, transfer, communicate to any Person or use in any manner for any purpose unconnected with the Project any information which is by its nature or is marked as "confidential", concerning the other (including any information concerning the contents of this Agreement) except to its directors, officers, employees, consultants, agents or representatives on a need to know basis or as may be required by any law, rule, regulation or any judicial process. This provision shall not apply to the following information:

- (a) already in the public domain, otherwise than by breach of this Agreement;
- (b) already in the possession of the receiving party on a lawful basis before it was received from the other party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- (c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
- (d) which is required to be disclosed by judicial, or administrative process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Competent Authority.

The Contractor and BMC accept and confirm that the provisions of this Article 14.9 shall survive the expiration or any earlier Termination of this Agreement.

14.10 Notices

- (1) 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, recognized courier service, registered post, electronic-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses as specified below or such address, e-mail address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered at their respective addresses set forth below :-

If to BMC:

E-mail ID :-----
Fax No. :-----
Attn:

If to Contractor:

E-mail ID :-----
Fax No. :-----
Attn:

or such other address, or facsimile number as may be duly notified by the respective parties from time to time, and shall be deemed to have been made or delivered (i) if delivered personally or by courier, be deemed given upon delivery (whether accepted or not); (ii) if delivered by electronic-mail, be deemed given when electronically confirmed, and in the case of any communication made by facsimile transmission, when transmitted properly addressed to the facsimile number; and (iii) if sent by registered post be deemed given seven (7) days after the same has been sent.

(2) In case any party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other party in writing prior to the adoption thereof.

14.11 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. The parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Agreement or otherwise.

14.12 No Partnership

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the parties and the parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement. Neither party shall have any authority to bind the other in any manner whatsoever.

14.13 Language

All notices, correspondence, Project Agreements, documentation, designs and drawings, data, Test reports, certificates, specifications and standards and information in respect of this Agreement, under or in connection with this Agreement shall be in the English language. All other written and printed matter, communications, documents proceedings and notices, etc. pursuant or relevant to this Agreement shall be in the English language.

14.14 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.

14.15 Counterparts

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 the same document.

IN THE WITNESS whereof the Parties have placed their respective hands and seals hereto on the day, month and year first herein above mentioned

SIGNED, STAMPED AND DELIVERED SIGNED, SEALED AND DELIVERED BY:
For and on behalf of BMC by

In the presence of :

For and on behalf of the Contractor by

In the presence of :

APPENDIX – I | LETTER OF INTENT

[Copy of Letter of Intent (LOI) issued by BMC to the Contractor to be inserted]

APPENDIX – II | LIST OF SITES AND QUANTITY OF OWCs

The list of identified Sites within the corporation area of Bidhannagar Municipal Corporation where the OWCs are to be installed are as follows: -

List of locations for installation of 6 (six) OWCs with capacity of 1 TPD

Sl. No.	Locations	Ward Nos.	Coordinates
7.	AD vat	41	22°35'58.2"N 88°24'28.2"E
8.	SW - 7	37	22°34'28.54632" N 88°24'34.65828"E
9.	Baishakhi Vat	30	22°36'00.7"N 88°25'27.9"E
10.	EE Vat	32	22°34'45.0"N 88°25'34.1"E
11.	UCO Bank	34	22°35'18.7"N 88°24'38.2"E
12.	Vidya Dhari School, Opposite to Shamoli Abason	38	22°34'59.80548" N 88°24'6.77412"E

List of locations for installation of 4 (four) OWCs with capacity of 300 kg/day

Sl. No.	Locations	Ward Nos.	Coordinates
5.	BJ Vat	29	22°35'28.67748"E 88°25'32.1078"E
6.	BF-CF Vat	31	22°35'41.49672"N 88°25'7.6332"E
7.	Near Kendriya Vidyalaya No. 1, Near EB Block	40	22.585740 "N, 88.405824 "E
8.	AA Vat	41	22°35'58.2"N 88°24'28.2"E

APPENDIX – III | PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

{To be executed on Rs. 100/- non-judicial stamp paper}

B.G. No.

Dated: [●]

THIS DEED OF GUARANTEE is executed on this day of at Kolkata by [*insert name of Bank*] having its head/registered office at, and its branch office at Kolkata at, hereinafter referred to as the "**Bank**" or "**Guarantor**" (which expression shall unless excluded by or repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns);

IN FAVOUR OF :

Bidhannagar Municipal Corporation, having its office at Poura Bhavan, FD – 415A, Sector - III, Salt Lake City, Kolkata - 700 106, hereinafter referred to as "**BMC**" or "**Beneficiary**" (which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and assigns)

WHEREAS :

- (A) (the "**Contractor**") and Bidhannagar Municipal Corporation ("**BMC**"), have entered into an Agreement dated (the "**Agreement**") whereby BMC has agreed to the Contractor to carry out Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation (the "**Project**")
- (B) The Agreement requires the Contractor to furnish a Performance Security to BMC of a sum of Rs...../- (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, to be kept valid at all times during the Delivery Period/ O&M Period, which is for a period of (the "**Guarantee Period**").
- (C) We,through our branch at (the "**Bank**") have agreed to furnish this bank guarantee ("**Bank Guarantee**") as Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to BMC upon occurrence of any failure or default in due and faithful performance of all or any of the Contractor's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as BMC shall claim, without BMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from BMC that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that BMC shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between

BMC and the Contractor, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, BMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for BMC to proceed against the Contractor before presenting to the Bank its demand under this Bank Guarantee.
5. BMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by BMC against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to BMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by BMC of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of BMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by BMC in respect of, or relating to, the Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by BMC on the Bank under this Bank Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of BMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of BMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by BMC pursuant to the provisions of the Agreement.
11. Notwithstanding anything contained herein :
 - i) Our liability under this Bank Guarantee shall not exceed Rs.

- ii) The Bank Guarantee shall be valid up to (“Expiry Date”..... of the Bank Guarantee).
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before the Expiry Date.
- iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

Signed and Delivered by _____ Bank
By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

APPENDIX – IV | SPECIFICATIONS OF THE OWCs

1. The Contractor is required to undertake supply, installation, testing and commissioning of organic waste converter machines with a capacity of 300 kgs/day – Four machines and 1000 kgs/day – Six machines. The OWCs will process the entire wet waste and convert the same into rich organic compost. The waste will be biodegradable in nature consisting of vegetable peelings, fish wastes, rotten fruits, cooked food having rice, vegetables, bird and animal meat, sweets, biscuits, eggs shells, fruits, garden wastes, etc.
2. The Contractor will submit to BMC the details regarding the manufacturer and model of the system to be installed by them.
3. The system should ensure hassle free operation in the longer run.
4. The system should meet the following technical parameters: -
 - Pollution removal system should persist in the system.
 - Air blower of required capacity should persist in the system.
 - No artificial heating component should persist in the system.
 - System should be built of MS (Mild Steel) with corrosion resistant paint and SS (Stainless Steel) cladding on all parts coming in contact of waste.
 - Waste and compost collecting vessel and separate handling mechanism.
 - Proper mechanical arrangement for compost mixing
 - The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process.
5. The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the Bio-degradable waste to Compost ready for use without further processing. The system should aim at:
 - Processing of biodegradable waste
 - Achieving zero waste and zero effluent
 - Generation of compost/organic fertilizer / soil enricher
 - Reduction in dumping yard overflow menace
 - Contractor must designate an area within the provided to store rejects (rejects not more than a day should be stored at the plant premise).
 - The system should have scope to accept a variety of raw biodegradable materials.
 - The compost generated in the process need to be weed-free and rich in organic carbon contents and should be in conformity with the FCO standards for compost quality;
6. Possibility of technology upgrade as per user requirement in future. Some of the additional components pertaining to the Pollution control systems are mentioned below:
 - Dry technology base scrubber (for smell removal)
 - Pollution removal system (if required), for waste water management
 - Unit complete with Civil, waste water handling, and flue gas management system;
 - Air blower of required capacity (for Odour control mechanism)
 - Acoustics system to meet the CPCB guidelines on permissible noise monitoring levels

7. All fabrication, erection works including electrical works (nearby power point and RCC (Reinforced Cement Concrete) platform for keeping the machine shall be provided) carried out by the contractor. The installation site should be visited before quoting the rate.
8. The system should be designed in such a way that it occupies less area. The area required for the system should not exceed 50 sq.mt for 300 kg/dayOWCs and 100 sq.mt for 1 TPD OWCs
9. The equipment and accessories which would form part of the operations should have the following:
 - The system should be equipped with shredding mechanism as part of the process to obtain the finished product.
 - All equipment should adhere to the highest quality. Document supporting quality of systems and equipment must be provided
 - The bearings used in rotors should be of highest quality.
 - Control panel should have emergency start / stop button.
 - The protective cover should be provided for shredder and blade parts and other important part of the system.
 - The mechanism used for opening / lifting of lids for loading/unloading should be easy to handle.
 - System should have sturdy/heavy duty construction to last for at-least ten years.
 - Two sets of Instruction manual should be submitted to the concerned authority.
 - **Biomass / waste shredder:** Suitable contact surfaces with appropriate size to meet waste quantity by the motor, sink & segregation tray. Shredder will be used to shred organic food waste and garden waste. The other parts should be epoxy coated. (Of reputed brand make)
 - **The motor for vessel rotation:** Should be a heavy duty geared motor (ISI accredited), continuous duty with proper insulation (make should have reputed brand or equivalent for efficient designed capacity. MCB (Miniature Circuit Breaker) should be of ISI mark may be of make of reputed brand. Contactor, overload relay, timer should be of ISI mark may be of make of a reputed brand.
 - **Batch Size:** For 300 kg/day OWCs – At least 35 kg per batch and for 1 TPD OWCs –125 kg per batch
 - **Weighing scale:** 1 to 100 kg capacity (ISI branded make)
 - **Stand for operator:** Suitable stand may be provided for operator of suitable size
 - **Other electrical components:** All remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards.

10. Emblem and Logo

The Contractor shall keep following specifications in consideration:

The emblem of project, logo and name of the municipality should be affixed by multi-colour sticker on the OWCs and supplier must paint messages along purpose to each as specified.

- a. Green Colour Bins: "Organic Waste Converter" in Bengali, Hindi and English language.
- b. The supplier will finalize the content of the message in discussion with BMC and will provide two sample OWCs with the MISSION NIRMAL BANGLA (U) within 4 days from the issues work order.

- c. The supplier shall provide sample of OWCs as per specification free of cost to BMC for approval before production.

APPENDIX – V | OPERATION AND MAINTENANCE REQUIREMENTS

1. The Contractor shall undertake comprehensive operation and maintenance of all the OWCs, including all equipment and accessories and the fabrication, erection and electrical works, and shall in this regard also undertake repair, replacement, operation and maintenance thereof during the entire O&M Period.
2. Contractor must designate an area within the provided to store inert and residual solid waste (rejects not more than a day should be stored at the any of the Sites).
3. The system should ensure hassle free operation in the longer run. However, in the event of failure of units, the repairs should be made available with 24 hours throughout the O&M Period.
4. The system should have scope to accept a variety of raw biodegradable materials.
5. The Contractor must ensure that the Sites are kept clean, with no unprocessed waste is kept lying on site (daily), as well as no finished products are stored for more than a week.
6. Inert and residual solid waste should be submitted at a pre-decided and designated location with infrastructure (bins and access to vehicle for circulation) in consultation with BMC. It is within the role of the Contractor to cater to such inert and residual solid waste on daily basis.
7. The organically rich Bio-degradable Waste shall be crushed along with addition of compost culture and adsorbent material for faster degradation of the waste. This will then be processed using in-vessel composting system for further curing system.
8. The Contractor shall procure for all the Sites, at its own cost, bacteria/culture, absorbent material like saw dust, cocopeat, etc. required for the OWCs.
9. The Contractor will conduct testing the quality of Compost from time to time from a NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited laboratory and submit the certificates to BMC.
10. The Contractor shall buyback the Compost generated from the OWCs. The Contractor will buyback 100% of the Compost at the Buyback rates as provided in Article 9.1(C).
11. The Compost should be certified under Fertiliser Control Order (FCO) standard.
12. The Contractor should have full-fledged after sale service setup/ centre in Kolkata for this system and should attend the units within 24 hours for any types of failure. During the non-operation of the unit the entire waste should be handled by the Contractor.

APPENDIX – VI | DAILY WEIGHT SHEET

Details of Weighing Scale	
Location	
Capacity of Weighing Scale	
Date	
Time In	
Time Out	
Waste Quantity	

BIDHANNAGAR MUNICIPAL CORPORATION
POURA BHAVAN, FD-415A, Sector-III,
Kolkata - 700106

e-NIT No. XX/SWM/BMC/WB of 2019 – 2020

Date:01.2020

NOTICE INVITING e-TENDER
FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING, OPERATION AND MAINTENANCE OF 6 (SIX) 1 TPD AND 4 (FOUR) 300 KG/DAY ORGANIC WASTE CONVERTER MACHINES AT 10 (TEN) SITES WITHIN THE CORPORATION AREA OF BIDHANNAGAR MUNICIPAL CORPORATION

Bidhannagar Municipal Corporation (BMC) hereby invites Bids from reputed and bonafide Suppliers/Manufacturers/ Agencies having experience and acumen in such work as noted below in the eligibility as depicted hereunder for supply, installation, testing and commissioning, and operation and maintenance of 6 (six) 1 TPD and 4 (four) 300 kg/day electro mechanically operated organic waste converter machine at the 10 (ten) identified locations within the corporation area of Bidhannagar Municipal Corporation.

Data Sheet and Instruction to Bidders

1	Name of the Work	Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation
2	Locations	At the locations within the corporation area of Bidhannagar Municipal Corporation as provided in Annexure – C.
3	Product Specification & Scope of Work	Please refer to Section – B for detailed description on the scope and specifications.
4	Eligibility to participate in the bidding process	For eligibility, the Bidder shall meet the following criteria: <ol style="list-style-type: none">1. The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm registered under relevant laws of India. The time period elapsed from commencement of business should be at least 03 (three) years as on 1st April 2019.2. i) Intending tenderers should produce credentials of a same or similar nature of completed work with Central & State Govt/PSU/ULB of the minimum value of INR 1.2 Crore or minimum 4 numbers of OWCs with a capacity of at least 300 kg/day during 5(five) years prior to the date of issue of the tender notice; or, ii) Intending tenderers should produce credentials of 2(two) same or similar nature of completed work with Central & State Govt/PSU/ULB, each of the minimum value of INR 84 lakh or minimum 3 numbers of

		<p>OWCs with a capacity of at least 300 kg/day during 5(five) years prior to the date of issue of the tender notice; or,</p> <p>iii) Intending tenderers should produce credentials of one single running work of same or similar nature with Central & State Govt/PSU/ULB which has been completed to the extent of 80% or more and value/quantity of which is not less than the desired value/quantity at(i) above;</p> <p>In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.</p> <ol style="list-style-type: none"> 3. MOU / Joint Venture/ Consortium in any form will not be allowed to participate in the Bidding Process. 4. Bidders must have valid Trade License, PAN, and GST. Certificate of registration with the department of Industries in the state where the plant is located, and certificate of NSIC/ Excise Registration Certificate is acceptable in lieu of Trade License. EPF and ESI certificate should also be submitted along with the proposal. 5. The Bidder should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (three) years. (A self-declaration in this respect has to be furnished by Bidders without which the Technical Bid shall be treated as non- responsive). 6. Bidders shall furnish its Memorandum and Articles of Association if the Bidder is a company, deed of partnership if the Bidder is a LLP or a partnership firm, or registration certificate if the Bidder is a society registered under Societies Registration Act, 1860. 7. The average annual turnover of the Bidder during the last three financial years should be not less than Rs. 50 lakhs [<i>Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India (ICAI)</i>] 8. The Bidder should be solvent enough to undertake the assignment. Solvency Certificate of Rs. 50 Lakh in favor of this Work along with the e-NIT No. from any scheduled/nationalized bank is to be submitted along with the Bid.
5	Documents to be produced in support of credentials for bid submission	<p>Following documents shall have to be furnished</p> <p>Technical Bid</p> <ol style="list-style-type: none"> a. Covering Letter (Refer Annexure A, No. I) b. Average Annual Turnover of the Bidder over the last three financial years, completed and audited (2016-17, 2017-18 and 2018-19, certified by a practicing Chartered Accountant (Refer Annexure A, No. II) c. Statement of Legal Capacity (Refer Annexure A, No. III) d. Details about the Bidder (Refer "Structure and Organization" in Annexure A, No. IV) e. Company/ Partnership/ Society Certificates like Certificate of Incorporation/ Registration details along with the composition of Board of Directors, Partnership/LLP, as applicable, Trade License, MSME-Udyog Aadhar (if applicable) and GST Registration No., PAN No. and TAN No. Income Tax Returns for last three financial years. EPF and ESI

		<p>registration certificates.</p> <p>f. Statement of any Indictment: The Bidders should not be under active prosecution for any criminal offence, litigation, court receivership or similar proceedings. A declaration to this effect has to be submitted. (Refer Annexure-A, No.VI)</p> <p>g. OEM/Test Certificate – Declaration by the Bidder for the authentication of the production of the equipment being supplied by Suppliers/Manufacturers/Agencies as the case maybe or the traders procuring the same. (Refer Annexure - A, No. VII/IX)</p> <p>h. Warranty Certificate - Declaration by the Bidder for replacement and repair of the equipment being supplied by Suppliers/Manufacturers/Agencies as the case maybe. (Refer Annexure - A, No. VIII)</p> <p>i. Declaration that the Bidder or any of its staff had not been at any point of time blacklisted by any Government or its agencies or court of law or any other organization (Please refer Annexure A, No. V)</p> <p>j. Brief of court / legal cases pending, if any.</p> <p>k. Work Completion Certificates / Payment Certificates issued by competent authority along with Work Order.</p> <p>l. Detailed Project experience during the period of last 5 years.</p> <p>m. Solvency Certificate from any scheduled commercial bank in India.</p> <p>n. Certificate from Statutory Auditor / Chartered Accountant mentioning the amount of Working Capital for the last financial year (2018-2019) and the portion of the amount of the Working Capital from the Bidder's own resources.</p> <p><i>Note: Bids submitted without the statutory documents, certificates, and declarations required as part of the Technical Bid, will be summarily rejected.</i></p> <p>2. Financial Bid</p> <p>BOQ (Bill of Quantities)</p> <p><i>Note: All documents in original shall have to be produced in due course of time as and when directed by Bidhannagar Municipal Corporation (BMC).</i></p>
6	Earnest Money Deposit	<p>Rs. 5,60,000.00 (Rupees Five Lakh and Sixty Thousand only) as Earnest Money Deposit shall be paid online through the e-tendering portal (Payment link will be available in the website - https://wbtenders.gov.in/nicgep/app).</p> <p>EMD exemption is allowed for MSME enlisted Companies/Organization.</p>
7	Refund of Earnest Money	The EMD is interest free and will be refunded to the unsuccessful Bidders within 15 (fifteen) days of signing of the Agreement with the Selected Bidder. EMD of the Selected Bidder shall be returned after submission of the Performance Security.
8	Bid Document Cost	Nil
9	Applicable Taxes	Bidder should include all applicable taxes in the Contract Price, O&M Charges and Buy-Back Rates.
10	Currency	Bidder shall quote their price in the BoQ in Indian Rupees.

Tender Schedule

Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document (Online Publishing Date)	06.02.2020 at 12:00 noon
B.	Bid Document download start date (Online)	06.02. 2020 at 2:00 pm
C.	Bid Document download end date (Online)	28.02.2020 at 12:00 noon
D.	Date and time of Pre-bid meeting with the intending bidders in the office of BMC at Paura Bhawan, FD - 415A, FD Block, Sector III, Bidhannagar, Kolkata, West Bengal 700106	20.02.2020 at 3:00 pm at BMC Conference Room
E.	Bid submission starting	06.02.2020 at 4:00 pm
F.	Bid submission closing (Bid Due Date)	28.02.2020 at 2:00 pm
G.	Bid opening date for Technical Bids	2.03.2020 at 12:00 pm
H.	Date of communicating list of Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Bids	To be notified
J.	Date of issuance of LOI	To be notified

Instruction to Bidders

1	Bid Document	<p>The Bid Documents consists of 2 parts. These are:</p> <p>1. Part-I containing:</p> <p>Section A: Instruction to Bidders Section B: Terms of Reference / Scope of work Section C: Conditions and Requirements for Bidding Section D: Definitions and Interpretations</p> <p style="text-align: center;">AND</p> <p>2. Part-II containing list of documents and credentials to be provided by the Bidders, namely:</p> <p>Annexure A</p> <p>I. Qualification application II. Financial statement III. Statement of legal capacity IV. Details about the bidder V. Statement of any indictment VI. Detailed project experience along with work order copy VII. OEM authorization letter VIII. Warranty certificate from the OEM IX. Test certificates</p> <p>Annexure B Financial Bid submission form/ BoQ</p>
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		<p>Annexure C List of Locations for proposed OWCs</p> <p>Annexure D Draft Agreement</p>
2	Bid Evaluation	<p>Detailed Bid Evaluation Criteria is given in Sl. No. 4 of the Data Sheet. The method of selection will be Least Cost Selection (LCS) method. BMC will select the Bidder with the lowest evaluated total price and rank the Bidders accordingly.</p> <p>Financial Bids of only the Bidders who are found technically qualified shall be opened and processed for evaluation.</p> <p>Incomplete Financial Bids that do not conform to the BoQ format will be summarily rejected.</p> <p>Financial Bids shall be evaluated as per the methodology given below:</p> <p>Item – 1 – Schedule for supply, installation, testing and commissioning of all OWCs (including all equipment and accessories as well as all fabrication, erection and electrical works)</p> <p>(B*C), where: B = Quantity (no. s), - For 300kg/day – 4 nos. C =Quoted Price with all applicable taxes,</p> <p>(B*C), where: B = Quantity (no. s), - For 1 TPD – 6 nos. C =Quoted Price with all applicable taxes</p> <p>The Bidder will quote the same and it will be totalled as the Subtotal Item -1</p> <p>Item – 2 - Price Schedule for comprehensive Operation and Maintenance of all OWCs (including all equipment and accessories as well as all fabrication, erection and electrical works)</p> <p>(B*C), where: B =Quantity (no. s), For 1 TPD – 6 no.s C = Quoted charges with all applicable taxes,</p> <p>(B*C), where: B =Quantity (no. s), For 300 kg/day – 4 no.s C = Quoted charges with all applicable taxes,</p> <p>The bidder will quote the same for each year and it will be totalled as the Subtotal Item -2</p>

		<p>Item – 3 – Price Schedule for Buy Back of Compost</p> <p>C, where:</p> <p>C – Quoted Price with applicable taxes per kg of compost,</p> <p>The Bidder will quote the same for each year and it will be totalled as the Subtotal Item-3. For the purpose of calculations and financial evaluations an amount of 14850* kg of Compost per year has been considered for a 300 kg/day unit and an amount of 49500* kg of Compost per year has been considered for a 1 TPD unit.</p> <p>*(considering minimum 15% compost production for 330 days of plant operations)</p> <p>Grand Total – SUB TOTALS OF ITEM NO. 1 ,2 AND 3</p> <p>Grand Total - Item 4 = Item1 + Item 2 - Item 3</p> <p>Method of selection being the LCS (Least Cost Selection) where the bidder with the least Item 4 or grand quote will determine the L1 bidder.</p>
3	Form of Financial Bid	Financial Bid shall be as per the BoQ in the e-tendering portal, a format of which has been provided in Annexure B hereto.
4	Bid Evaluation Criteria	<p>A Bidder will be considered technically qualified if:</p> <ol style="list-style-type: none"> The Bidder meets the Eligibility Criteria as mentioned in Sl. No 4 of the Data Sheet to the satisfaction of BMC. Submission of all the required statutory and non-statutory documents as is required and as mentioned in the Bid Document. The Technical Bid bears no reference to the Financial Bid The Bidder submits EMD as per Sl. No. 6 of the Data Sheet. The Technical Bid submitted is unconditional. <p>The Financial Bid of all the Bidders who are technically qualified as above shall be opened and the Bidder quoting the lowest price (L1 Bidder) shall be the Selected Bidder.</p>
5	Validity of Bid	180 days from the Bid Due Date.
6	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity period.
7	Acceptance of Bid	BMC reserves the right to accept or reject any or all Bids without assigning any reason therefor. BMC reserves the right to withdraw from the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/or modify the process or any part thereof or to amend any terms without assigning any reasons. Since this is an e-tendering process, all the required documents are to be submitted online through the e-tendering portal only. BMC shall not entertain any other mode of submission (post/courier/fax etc.) of the Bids other than through the e-tendering portal.
8	Intimation	The qualified bidder(s) will be notified through email of the acceptance of their bid. If at any time during the evaluation process, BMC requires any clarification, they reserve the right to request such additional information from any or all the agencies and the agencies will be obliged to provide the same within a reasonable time frame. BMC may also call for a presentation on the proposal from any or all of the Bidders who have submitted their proposals if need be.

9	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and the Bids of any Bidder who resorts to this, shall be liable for rejection.
10	Name and address of the Tender Inviting Authority	Bidhannagar Municipal Corporation, Poura Bhawan, FD - 415A, FD Block, Sector III, Bidhannagar, Kolkata, West Bengal 700106
11	Execution of Work	The Selected Bidder shall execute the works and render the services as mentioned in "Terms of Reference / Scope of work" in Section-B, and in accordance with the provisions of the draft Agreement provided in Annexure D hereto.
12	Evaluation	<p>Opening of Bid: - Bids will be opened by BMC electronically from the website using Digital Signature Certificate.</p> <p>Cover (folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the Bid will summarily be rejected.</p> <p>Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Bid Evaluation cum Tender Committee.</p> <p>Scrutiny of Technical Bids, evaluation of the same and recommendation thereafter will be made by BMC.</p>
13	Disqualification	A Bid that has been found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification. If any information (false/ unacceptable) is received by BMC before or after the Bidder has been declared as the Selected Bidder, BMC reserves the right to reject the Bidder at that time or at any time after such information becomes known. The Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.
14	Signing of Contract	<p>BMC shall issue a Letter of Intent (LOI) to the Selected Bidder.</p> <p>The Selected Bidder will sign the Agreement, within 07 days from the date of issuance of the LOI.</p> <p>The Selected Bidder shall complete the supply, installation testing and commissioning of all the OWCs within a period of 45 days from the date of handing over of the sites. The Selected Bidder shall undertake O&M of all the OWCs and buy back the Compost generated therefrom for a period of 5 years.</p>
15	Other conditions	<p>This e-NIT constitutes no form of commitment on the part of BMC other than to provide further information on the specific tasks to be undertaken by the Contractor. Furthermore, this e-NIT confers neither the right nor an expectation on any party to participate in the Bidding Process. Mere submission of Bid shall not entitle the participant for being shortlisted.</p> <p>The Bidder shall bear all costs associated with the preparation and submission of its Bid. BMC shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.</p> <p>Only the courts at Kolkata (with exclusion of all other courts) shall have</p>

		<p>the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the Bidding Process.</p> <p>Intending Bidders may download the Bid Document from the e-tendering portal: https://wbtenders.gov.in/nicgep/app directly. Scanned copy of credentials to be submitted, details of which have been narrated in Section A under "Instruction to Bidders". Technical Bid and Financial Bid both will have to be submitted concurrently duly digitally signed in the website: https://wbtenders.gov.in/nicgep/app in as per Tender Schedule.</p> <p>Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in Sl. No. 4 of the Data Sheet before participating in the Bidding Process.</p> <p>At any stage of the Bidding Process and before issuance of the LOI, BMC may verify the credential and other documents with the original, if found necessary. After verification, if it is found that such documents submitted by the Bidder is false or misleading; in that case, the Bidder shall stand disqualified and its Bid shall stand summarily rejected and if LOI is issued it will be withdrawn, along with necessary consequences under law.</p> <p>Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while submission of Bid for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to submit the Bid.</p> <p>Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Bid Documents from BMC, in writing, which may be raised during Pre-Bid Meeting, beyond such period no representation in that behalf will be entertained by the BMC. No further clarifications will be entertained from the Bidders after the completion of Pre-Bid meeting.</p>
16	Confidentiality	<p>Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BMC in relation to, or matters arising out of, or concerning the Bidding Process. BMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BMC or as may be required by law or in connection with any legal process.</p> <p>Any attempt by a Bidder to influence BMC in the evaluation of the Bids or award of the agreement may result in the rejection of its Bid.</p>
17	Conflict of Interest	<p>A bidder shall not have a Conflict of Interest that affects the Bidding</p>

		<p>Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BMC shall appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimate of loss and damages likely to be suffered or incurred by BMC, without prejudice to any other right or remedy that may be available to BMC. A Bidder shall be considered to have a Conflict of Interest if the Bidder, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or an Associate thereof (or any shareholder/ related person thereof having a shareholding or ownership interest of more than 5% (five per cent) of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the equity thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.</p>
18	Fraud and Corrupt Practices	<p>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 LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, BMC may reject a Bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, 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 BMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the BMC under the RFP document and/ or the Agreement, or otherwise.</p>
19	Number of Bids	<p>A Bidder can submit only one Bid. If multiple Bids are submitted, all the Bids shall be out-rightly rejected.</p>

**Executive Engineer
Bidhannagar Municipal Corporation**

SECTION – A - INSTRUCTIONS TO BIDDERS

I. General Guidance for e-tendering

Instructions/ guidelines for Bidders for electronic submission of the Bids have been provided hereunder for assisting them to participate in e-tendering.

II. Registration of Bidder

Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://wbtenders.gov.in/nicgep/app> The Bidder is to click on the link for e-tendering site as given on the web portal.

Bidders must ensure that the e-mail ID is the same with which they have registered at the e-procurement portal <https://wbtenders.gov.in/nicgep/app>

III. Digital Signature Certificate (DSC)

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of Bids from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token. The Bidders can search and download the Bid Documents electronically from computer by logging on to the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

IV. Submission of Bids

Bids are to be submitted online through the e-tendering portal stated in Clause II one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats). The Bid should contain scanned copies of the following further two covers (sub folders):

A. Statutory Cover Containing

1. Prequalification Document

- i. Qualification Application (Annexure A, No. I)

2. Technical Document

(To be filled, scanned and uploaded as multiple page scanned file)

- i. Financial Statement (Annexure A, No. II)
- ii. Statement of Legal Capacity (Annexure A, No. III)
- iii. Details about the Bidder (Annexure A, No. IV)
- iv. Statement of any Indictment (Annexure A, No. V)
- v. Detailed Project experience along with work order copy (Annexure A, No. VI)
- vi. OEM Certificate (Annexure A, No. VII)
- vii. Warranty Certificate from OEM (Annexure A, No. VIII)
- viii. Test Certificate (Annexure A, No. IX)

Bidder should not be under active prosecution for criminal offence, liquidation, court receivership or similar proceedings. It may please be noted that non-provision of this declaration in this Bid **will lead to rejection** of the same.

1. Declaration that the Bidder or any of its / their staff had not been at any point of time blacklisted by any Government or its agencies or court of law or any other organization
2. Brief of court / legal cases pending, if any.

B. Non-Statutory Cover Containing / My Space

Certificates: GST Registration No, PAN No., TAN No, Income Tax Return for last three years, EPF and ESI registration Certificates (**Scanned copies to be uploaded**).

Organization Details: Registration details along with the composition of Board of Directors or details of partnership or members as the case may be/as applicable. It is to be noted that depending upon the legal nature of the Bidder, the corresponding documents need to be submitted (**Scanned copies to be uploaded**).

Credentials: Details of work experience during the period of last 5 years along with documentary evidence (**Scanned copies to be uploaded**).

Intending Bidders should upload above documents as per following folders in My Documents

NOTE: Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300.

Table 1: List of Documents to be uploaded in My Documents (Non-Statutory Folder)

e-Tendering System of Government of West Bengal			
Bidder Document Sub Category Master			
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A.	CERTIFICATES [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	A1. CERTIFICATES	<ol style="list-style-type: none"> 1. GST Registration No. 2. PAN No. and TAN No. 3. Income Tax return for last three years. 4. EPF and ESI registration Nos. 5. Make and Operational Effectiveness Certificate and Technical Brochure 6. Certificate issued by chartered accountant to be submitted for the validation of the annual turnover of the last three years.
B.	COMPANY DETAILS [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	B1. COMPANY DETAILS 1	<p>Certificates of incorporation and commencement of business or registration certificate as applicable highlighting registration details relating to the legal status of the Bidder</p> <p>Organization structure/ Composition of Board of Directors/ or details of partnership or details of members as the case may be, relating to the legal status of the Bidder</p>
C.	CREDENTIAL [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	C1. CREDENTIAL 1	Work Experience during the period of last 5 years
		C1. CREDENTIAL 2	Work Completion Certificates or Payment Certificates issued by competent authority for the projects mentioned. [For completed projects, provide payment certificate in case work completion certificate is not available]

Note: - Failure of submission of any of the above-mentioned documents will render the tender liable to summarily rejected.

All corrigendum/addendum, if any, must be digitally signed and uploaded by the Bidder in the Declaration Folder of My Documents.

VI. Qualification Criteria:

The Bidders must meet the following criteria:

- A. **General Criteria:** As mentioned in Data Sheet
- B. **Technical Criteria:** As mentioned in Data Sheet
- C. **Financial Criteria:** As mentioned in Data Sheet

VII. Evaluation of Bid

Opening of Bid

- Bids will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

Evaluation and Award of Contract:

- Cover (sub-folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the Bid Evaluation cum Tender Committee.
- The Bidders who meet the qualifying criteria shall be treated equally and all the technically qualified Bidders shall be at par while considering their Financial Bid. The Financial Bid of bidders, who do not meet the qualifying criteria will not be opened and considered.
- BMC shall consider the Financial Bid of only the technically qualified Bidders. No other evaluation criteria or methodologies shall be permitted.
- BMC shall compare the Financial Bids of technically qualified bidders to determine the lowest Financial Bid.
- Upon decryption of the Financial Bids, a comparative table shall be prepared containing particulars of Financial Bids of all the technically qualified bidders.
- BMC reserves the right to accept or reject any bid, and to annul the Bidding Process and reject all Bids at any time prior to award of the Agreement, without thereby incurring any liability to Bidders. In case of annulment, EMDs of all Bidders shall be promptly returned to the Bidders.
- Ordinarily, the lowest Bidder (L1) shall be declared the Selected Bidder.
- In the event, the Financial Bids of 2 (two) or more Bidders who are technically qualified are the same (the "tie Bidders"), BMC shall at its discretion:
 - ✓ Either hold an inter se auction amongst such tie Bidders to quote further lower Bids and shall declare such of them who has offered the lowest Bid in such auction to be the Selected Bidder. Bidders' representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event, a tie Bidder is not represented on the Financial Bid opening date or the authorized representative of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tied Bidders and if there be only one remaining tie Bidder, the latter will be declared as the Selected Bidder provided that such remaining tie Bidder offers a lower bid than that already offered in its Financial Bid. In the event the lowest Bidder withdraws or is not declared as the Selected Bidder, BMC may invite fresh bids; or
 - ✓ Invite fresh bids, without holding any *inter se* auction amongst such tied Bidders.
- The Bidder whose Bid has been accepted will be notified of the award by BMC prior to expiry of the bid validity period by uploading such information in the e-tendering portal or by e-mail or facsimile confirmed by registered letter. This letter will be called as the LOI after which the Agreement will be signed.

Executive Engineer
Bidhannagar Municipal Corporation

SECTION B - TERMS OF REFERENCE / SCOPE OF WORK

“Supply, installation, testing and commissioning and operations and maintenance of organic waste converter machine (4 no.s of 300kg/day and 6 no.s of 1000 kg/day) at the identified different locations under Bidhannagar Municipal Corporation Areas” as per the following specifications:

The O&M will be comprehensive including repair, replacement, operation and maintenance of all parts of the system.

Delivery Schedule: As per the draft Agreement.

Number of Unit: Total 10 Nos. (6 nos. of OWCs with capacity of 1 TPD and 4 nos. of OWCs with a capacity of 300kg/day).

Period of O&M: 5 years from the Commercial Operations Date.

Terms and Conditions for Payments: The payment for supply, installation, testing and commissioning of the OWCs, including fabrication, erection and electrical works, shall be made as per the payment milestones given in the draft Agreement. The payment for O&M shall be made on quarterly basis during the O&M Period after deducting the amount payable by the Contractor for buy-back of Compost generated by the OWCs, in accordance with the terms of the Agreement.

Scope of Work:

1. The Contractor is required to undertake supply, installation, testing and commissioning, and operation and maintenance of 6 (six) 1 TPD and 4 (four) 300 kg/day electro mechanically operated organic waste converter machine at the 10 (ten) identified locations within the corporation area of Bidhannagar Municipal Corporation. The processing unit will process the entire wet waste/ bio-degradable waste and convert the same into rich organic compost. The waste will be biodegradable in nature consisting of vegetable peelings, fish wastes, rotten fruits, cooked food having rice, vegetables, bird and animal meat, sweets, biscuits, eggs shells, fruits, garden wastes, etc.
2. The Contractor will submit the details regarding the manufacturer and model of the system to be installed by them.
3. The system should ensure hassle free operation in the longer run. However, in the event of failure of units, company repair person should be made available with 24 hours throughout the maintenance period.
4. The system should meet the following technical parameters-
 - Pollution removal system should persist in the system.
 - Air blower of required capacity should persist in the system.
 - No artificial heating component should persist in the system.
 - System should be built of MS (Mild Steel) with corrosion resistant paint and SS (Stainless Steel) cladding on all parts coming in contact of waste.
 - Waste and compost collecting vessel and separate handling mechanism.
 - Proper mechanical arrangement for compost mixing
 - The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process.
5. The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the bio degradable waste to compost ready for use without further processing. The system aims at:
 - Processing of biodegradable waste
 - Achieving zero waste and zero effluent
 - Generation of compost/organic fertilizer / soil enricher
 - Reduction in dumping yard overfill menace
 - The bidder must ensure that the area allotted for plant operations is kept clean, with no unprocessed

- waste kept lying on site (daily), as well as no finished products are stored for more than a week.
- Inert and residual solid waste should be submitted at a pre-decided and designated location with infrastructure (bins and access to vehicle for circulation) in discussion with the BMC. It is within the role of the Contractor to cater to such inert and residual solid waste on daily basis.
 - Contractor must designate an area within the provided to store inert and residual solid waste (inert and residual solid waste shall not be kept/ stored at any of the sites for more than a day).
 - The system should ensure hassle free operation in the longer run. However, in the event of failure of units, the repairs should be made available with 24 hours throughout the maintenance period.
 - The system should have scope to accept a variety of raw biodegradable materials.
 - The compost generated in the process need to be weed-free and rich in organic carbon contents and should be in conformity with the FCO standards for compost quality;
6. Possibility of technology upgrade as per user requirement in future. Some of the additional components pertaining to the pollution control systems are mentioned below:
 - Dry technology base scrubber (for smell removal)
 - Pollution removal system (if required), for waste water management
 - Unit complete with civil, waste water handling, and flue gas management system;
 - Air blower of required capacity (for odour control mechanism)
 - Acoustics system to meet CPCB (Central Pollution Control Board) guidelines on permissible noise levels
 7. All fabrication, erection and electrical works (including but not limited to nearby power point and RCC (Reinforced Cement Concrete) platform for setting-up the OWCs) shall be carried out by the Contractor. The installation sites should be visited before quoting the rate.
 8. The Contractor should hand over all the certificates and testimonials to BMC.
 9. The Contractor will conduct testing the quality of compost time to time from a NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited laboratory and submit the certificates to the concerned authority.
 10. The by-product- compost should be certified under Fertiliser Control Order (FCO) standard.
 11. The system should be designed in such a way that it occupies less area. The area required for the system should not exceed 50 sq.mt for 300 kg/day units and 100 sq.mt for 1 TPD OWC units
 12. The equipment and accessories which would form part of the operations should have the following:
 - The system should be equipped with shredding mechanism as part of the process to obtain the finished product.
 - All equipment should adhere to the highest quality. Document supporting quality of systems and equipment must be provided
 - The bearings used in rotors should be of highest quality.
 - Control panel should have emergency start / stop button.
 - The protective cover should be provided for shredder and blade parts and other important part of the system.
 - The mechanism used for opening / lifting of lids for loading/unloading should be easy to handle.
 - System should have sturdy/heavy duty construction to last for at-least ten years.
 - Two sets of Instruction Manual should be submitted to BMC.
 - **Biomass / waste shredder:** Suitable contact surfaces with appropriate size to meet waste quantity by the motor, sink & segregation tray. Shredder will be used to shred organic food waste and garden waste. The other parts should be epoxy coated (should be of reputed brand make)
 - The motor for vessel rotation: Should be a heavy duty geared motor (ISI accredited), continuous duty with proper insulation (make should have reputed brand or equivalent for efficient designed capacity. MCB (Miniature Circuit Breaker) should be of ISI mark may be of make of reputed brand. Contactor, overload relay, timer should be of ISI mark may be of make of a reputed brand.
 - **Weighing scale:** 1 to 100 kg capacity (ISI branded make)
 - **Stand for operator:** Suitable stand may be provided for operator of suitable size

- **Other electrical components:** All remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards.
13. Procurement of bacteria/culture, absorbent material like saw dust, cocopeat, etc. and commissioning at the sites shall be in the scope of the Contractor.

General operation of the system

The organically rich bio-degradable waste shall be crushed and addition of compost culture and adsorbent material for faster degradation of the waste. This will then be processed using in-vessel composting system for further curing.

Buy back of Compost

The Contractor shall buyback 100% of the compost generated from the all the OWCs at the rate quoted by the Contractor in Item 3 of the BoQ.

Service Set Up

The Contractor should have full-fledged after sale service setup/ centre in Kolkata for this system and should attend the units within 24 hours for any types of failure. During non-operation of the any of the OWCs, the entire waste should be handled by the Contractor.

Emblem and Logo

The Contractor should keep following specifications in consideration:

- The emblem of project, logo and name of the municipality should be affixed by multi-colour sticker on the OWCs and supplier must paint messages along purpose to each as specified.
- Green Colour Bins: "Organic Waste Converter" in Bengali, Hindi and English language.
- The Contractor will finalize the content of the message in discussion with BMC and will provide two sample OWCs with the MISSION NIRMAL BANGLA (U) as per the delivery schedule.
- The supplier shall provide sample of OWCs as per specification free of cost to BMC for approval before production.

**Executive Engineer
Bidhannagar Municipal Corporation**

SECTION - C – CONDITIONS AND REQUIREMENTS FOR BIDDING

1. All clarifications/queries sought by intending Bidders shall be given in writing and may be raised at the Pre-Bid meeting. BMC may, in its sole discretion, decide to amend the Bid Documents in response to such clarifications/ queries, however, it is made clear that BMC shall not be bound to amend the Bid Documents.
2. Submission of Bids will not be allowed beyond the schedule time indicated in the Tender Schedule.
3. Any conditional Bid will be liable for summary rejection.
4. BMC reserves the right to reserve or amend the Bid Documents on or prior to the Bid Due Date or extend the time mentioned in the Tender Schedule by way of a corrigendum/ addendum.
5. Bids, which have been considered valid on the result of general examination (prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, BMC reserves the right to reject any Bid which may be found to be defective during evaluation of the Bids.
6. BMC reserves the right to accept or reject any or all of the Bids received or to amend the Bid Documents without assigning any reason therefor.

**Executive Engineer
Bidhannagar Municipal Corporation**

SECTION – D - DEFINITIONS AND INTERPRETATIONS

In the Bid Document, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) Turnover = Difference between Gross receipts derived from services and non- operating receipts such as dividends and interest income.
- b) The term “goods” includes commodities, raw material, machinery, equipment and industrial plants; and “related services” include services such as transit insurance, Installation, O&M for the specified period and capacity building.

**Executive Engineer
Bidhannagar Municipal Corporation**

Annexure – A

I. Qualification Application

(To be written on the letterhead of the Applicant)

From:

.....
.....

To

The Executive Engineer PHE, on behalf of Commissioner,
Bidhannagar Municipal Corporation (BMC),
Poura Bhawan, FD - 415A, FD Block, Sector III, Bidhannagar, Kolkata, West Bengal 700106
West Bengal, India.

Subject: - Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation

Sir,

This is with reference to the e-NIT No. dated.....2020 inviting Bids for Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation, including all accessories, equipment as well as fabrication, erection and electrical works as detailed in Terms of Reference/ Scope of Work, required at the sites, including but not limited to weighing scale, electrical accessories, etc. complete in all respect. As specified in the e-NIT, having examined the Statutory, Non-statutory documents, I hereby submit all the necessary information and relevant documents for evaluation. The application is made by me /us on behalf of ----- in the capacity ----- duly authorized to submit the Bid. We believe that we satisfy the eligibility criteria set out in relevant sections of the Bid Document.

We propose to submit our Bid as (insert full name of Bidding).

We declare that we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority against us which would adversely impact our ability to manage the project if awarded or which relates to a grave offence that outrages the moral sense of the community.

We also declare that, in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.

We further declare that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our Chief Executive Office (CEO) or any of our Directors/Managers/ employees.

We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct and complete. I/We have furnished all information and details necessary for the proposal and have no further pertinent information to supply.

We understand that:

(a) BMC can amend / modify the scope of this project.

(b) BMC can reject any or all bids without assigning any reason, and also withdraw or cancel the bid process at any stage without any liability of whatsoever nature therefore.

I / We shall be glad to receive further communication on the subject.

Enclosure: As per requirement: -

Yours faithfully,

Authorized

Signatory

Date of Submission

Signature of bidder including title and capacity in which application is made.

II. Financial Statement

1. Name of Bidder:

2. Summary of Turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	2018-19 (Rs. In Lakh)	Average
Annual Turnover				

OR

	2015-16 (Rs. In Lakh)	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	Average
Annual Turnover				

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered Accountant

Name:

Membership No.:

Name of the Firm with Seal

Date _____

Note: This form is required to be certified by a practicing Chartered Accountant

III. Statement of Legal Capacity

(To be forwarded on the letterhead of the entity submitting the Proposal)

Reference No. -----

Date: -----

To,
The Executive Engineer PHE, on behalf of Commissioner,
Bidhannagar Municipal Corporation (BMC),
Poura Bhawan, FD - 415A, FD Block,
Sector III, Bidhannagar, Kolkata, West Bengal 700106

Sub: Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation

Sir/ Madam,

This is with reference to the e-NIT No. dated.....2020 inviting Bids for Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation, including all accessories, equipment as well as fabrication, erection and electrical works as detailed in Terms of Reference/ Scope of Work, required at the sites, including but not limited to weighing scale, electrical accessories, etc. complete in all respect.

We have read and understood the contents of the e-NIT and the Bid Document and pursuant to this hereby confirm that:

We satisfy the eligibility criteria laid down in the e-NIT and Bid Document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized* to submit the Bid.

Yours faithfully,

Authorized Signatory
For and on behalf of (Name of the Bidder)

**Please attach a true copy of the Letter of Authorization / Board resolution certified by the authorized Signatory for the individual bidding company.*

IV. Details about the Bidder - Structure & Organization

- 1.** Name of Bidder:
Registered Office Address:
Telephone No.:
Fax No. :
E mail#:
Website:

- 2.** Kolkata Office Address: (if any)
Telephone No.:
Fax No. :
E mail#:
Website:

- 3.** Name of the Contact Person for this assignment:
Designation:
Address:
Telephone No. :
Cellphone No.:
E mail:
Fax No. :

Signature of authorized representative
of the Bidder including designation
and capacity

V. Statement of any Indictment

(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)

Date:

To,
The Executive Engineer PHE, on behalf of Commissioner,
Bidhannagar Municipal Corporation (BMC),
Poura Bhawan, FD - 415A, FD Block,
Sector III, Bidhannagar,
Kolkata, West Bengal 700106

Sir/ Madam,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,
Signature of authorized representative of Bidder
Seal of Bidder:
Designation:

VI. Detailed Work experience during the period of last 05 years along with copy of work order

Sl. No.	Name of the Work	Organisation	Tendered Amount	Date of Work order	Date of Work Completion	Remarks
1.						
2.						
3.						
4.						

VII. OEM Authorization Letter

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)

To,
The Executive Engineer PHE, on behalf of Commissioner,
Bidhannagar Municipal Corporation (BMC),
Poura Bhawan, FD - 415A, FD Block,
Sector III, Bidhannagar, Kolkata, West Bengal 700106

Dear Sir,

Subject: Direct Manufacturers Authorization
Dated -----

Ref: Tender No:

Name of Work: -Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation

We, an established and reputable manufacturer of Organic Waste Converter having Corporate / Registered office at (address of OEM) do hereby declare our reseller's office at, We at (name of contractor) hereby declare that we shall sign the contract with you for the supply of goods manufactured by us and shall also do all installation, technical support and maintenance obligation as required by the contract.

We hereby confirm and extend our full guarantee / warranty of two year from the date of commissioning for the products supplied by the above contractor for the said work.

Yours faithfully,

for

Signature of OEM.

VIII. Warranty Certificate from the OEM

As obtained from agencies

IX. Test Certificates

As obtained from third part agencies

ANNEXURE B - FINANCIAL BID SUBMISSION FORM

THIS IS TO BE SUBMITTED AS PER BoQ PROVIDED ONLINE ONLY

Bill of Quantities (BOQ)**Item 1: Price Schedule for supply, installation and commissioning of equipment and accessories**

Description of item	Quantity (Nos.)	Quoted Rate per unit including all applicable taxes	Total
A	B	C	(B*C)
Supply, installation, testing and commissioning of organic waste converter machine (6 no.s of 1000kg/day) at the identified different locations under Bidhannagar Municipal Corporation Areas	6 Nos.	Rate to be Quoted	Calculated
Subtotal – A (i)			
Supply, installation, testing and commissioning and operations of organic waste converter machine (4 no.s of 300kg/day) at the identified different locations under Bidhannagar Municipal Corporation Areas	4 Nos.	Rate to be Quoted	Calculated
Subtotal – A (ii)			
Subtotal – A (i + ii)			

Item 2: Price Schedule for operations and maintenance of equipment and accessories

Description of item	(Year)	Quoted Charges including all applicable taxes	Total
A	B	C	E = (B*C)
Operations and Maintenance of organic waste converter machine and (6 no. s of 1000kg/day) at the identified different locations under Bidhannagar Municipal Corporation Areas.			
1st Year	1		
2nd Year	1		
3rd Year	1		
4th Year	1		
5th Year	1		
Subtotal – B(i)			
Operations and Maintenance of organic waste converter machine and (4 no. s of 300kg/day) at the identified different locations under Bidhannagar Municipal Corporation Areas.			
1st Year	1		
2nd Year	1		
3rd Year	1		
4th Year	1		
5th Year	1		
Subtotal – B(ii)			
Subtotal – B (i +ii)			

Item 3: Price Schedule for buy back of compost

Description of item	Quoted Rate for Buyback amount per kg of compost inclusive of all applicable taxes
A	C
Buyback of produced compost	
1st Year	
2nd Year	
3rd Year	
4th Year	
5th Year	
Subtotal - C	

Note:

1. Bidders quote should include all necessary costs, including cost of fabrication, erection and electrical works for installation of the OWCs, warranties for repair and replacement of the all equipment and accessories, including all fabrication, erection and electrical works, during the O&M Period, running costs of electricity, water, testing and certification, logistics and any other cost envisaged for successful operation.
2. The rates should be filled by Bidders inclusive of all applicable taxes.
3. It is mandatory to fill all fields in the BoQ. Incomplete fields and blanks will not be considered.
4. Prospective Bidders are advised to visit all site before quoting the rates and get all the clarifications from BMC.
5. Bidders will be required to clearly mention the name of the manufacturer and model of the quoted product in the technical bid.

Accepted all terms and conditions.

AUTHORIZED SIGNATORY

Date :

Place :

SEAL

ANNEXURE-C

List of Sites for OWCs

The list of identified Sites within the corporation area of Bidhannagar Municipal Corporation where the OWCs are to be installed are as follows: -

List of locations for installation of 6 (six) OWCs with capacity of 1 TPD

Sl. No.	Locations	Ward Nos.	Coordinates
1.	AD vat	41	22°35'58.2"N 88°24'28.2"E
2.	SW – 7	37	22°34'28.54632" N 88°24'34.65828"E
3.	Baishakhi Vat	30	22°36'00.7"N 88°25'27.9"E
4.	EE Vat	32	22°34'45.0"N 88°25'34.1"E
5.	UCO Bank	34	22°35'18.7"N 88°24'38.2"E
6.	Vidya Dhari School, Opposite to Shamoli Abason	38	22°34'59.80548" N 88°24'6.77412"E

List of locations for installation of 4 (four) OWCs with capacity of 300 kg/day

Sl. No.	Locations	Ward Nos.	Coordinates
1.	BJ Vat	29	22°35'28.67748"E 88°25'32.1078"E
2.	BF-CF Vat	31	22°35'41.49672"N 88°25'7.6332"E
3.	Near Kendriya Vidyalaya No. 1, Near EB Block	40	22.585740 "N, 88.405824 "E
4.	AA Vat	41	22°35'58.2"N 88°24'28.2"E

ANNEXURE-D – DRAFT AGREEMENT

AGREEMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING, OPERATION AND
MAINTENANCE OF 6 (SIX) 1 TPD AND 4 (FOUR) 300 KG/DAY ORGANIC WASTE CONVERTER
MACHINES AT 10 (TEN) SITES WITHIN THE CORPORATION AREA OF
BIDHANNAGAR MUNICIPAL CORPORATION**

BETWEEN

BIDHANNAGAR MUNICIPAL CORPORATION (BMC)

AND

(SELECTED BIDDER)

Dated :

This Agreement made this day of, 2020 at Kolkata.

BETWEEN

BIDHANNAGAR MUNICIPAL CORPORATION, a municipal corporation incorporated under the provisions of West Bengal Municipal Corporation Act, 2006, represented by [●], having its office at Poura Bhawan, FD - 415A, Sector - III, Salt Lake City, Kolkata - 700106, hereinafter referred to as “**BMC**” (which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

....., a company within the meaning of Companies Act, 2013/ a Limited Liability Partnership incorporated under Limited Liability Partnership Act, 2008/ a registered partnership firm within the meaning of the Indian Partnership Act, 1932/ a society registered under the provisions of Societies Registration Act, 1860, represented by its authorized signatory [●]/ sole proprietor of, and having its registered office/ office at, hereinafter referred to as “**Contractor**” (which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and/or permitted assigns) of the **OTHER PART**;

WHEREAS:

- A. Bidhannagar Municipal Corporation (“**BMC**”) is a municipal corporation within the meaning of West Bengal Municipal Corporation Act, 2006, and is desirous of developing world-class facilities in different localities within its corporation area, which falls within the corporation area of BMC, for de-centralised management of Bio-degradable Waste produced by bulk waste generators and other waste generators, by seeking private sector participation.
- B. BMC intends, in public interest, to implement a project for Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation, on the terms and conditions as contained hereinafter (hereinafter referred to as the “**Project**”).
- C. BMC following a process of competitive bidding for the Project and after evaluating the bids received in response to its Notice Inviting e-Tender being No. [●] dated [●], accepted the bid submitted by the Contractor for implementing the Project.
- D. BMC communicated its acceptance to the Contractor vide the Letter of Intent bearing Memo No. [●] dated [●] (the “**LOI**”), a copy whereof is attached hereto as **Appendix - I**.
- E. The Contractor has agreed to undertake supply, installation, testing and commissioning of 6 (six) 1 TPD and 4 (four) 300 kg/day electromechanically operated Organic Waste Converter machines, including all equipment and accessories and all fabrication, erection and electrical works as required, at the identified Sites provided in **Appendix – II** hereunder written, for a total amount of Rs. [●]/- (Rupees [●] only), and thereafter to carry out comprehensive operation and maintenance of the OWCs for a period of 5 (five) years in consideration of payment of total charges of Rs.[●]/- (Rupees [●] only), and the Contractor has further agreed to buy back the Compost generated by the OWCs at a fixed rate of Rs.[●]/- (Rupees [●] only) per kg of Compost, in the manner as provided in this Agreement.
- F. The Contractor has signed and returned duplicate of the LOI in acknowledgement thereof.

- G. Following acknowledgement of the LOI by the Contractor, and upon the undertaking to provide the Performance Security by the Contractor prior to the Commencement Date, BMC has agreed to enter into this Agreement with the Contractor for implementation of the Project by the Contractor.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, BMC AND THE CONTRACTOR HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS: -

ARTICLE 1 | DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them hereunder:

- (1) **“Applicable Laws” or “Law”** shall mean all laws, acts, ordinance, rules, regulations, notification, guidelines or bye-laws in force and effect, including Solid Waste Management Rules, 2016, and Manual on Municipal Solid Waste Management, 2016, as of 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 Contractor;
- (2) **“Applicable Permits”** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Contractor under Applicable Laws;
- (3) **“Appointed Date”** shall mean the date of execution of this Agreement;
- (4) **“Bio-Degradable Waste”** means the organic waste to be supplied by Bidhannagar Municipal Corporation at the Sites to the Contractor for processing to Compost using the OWCs and as defined under the Solid Waste Management Rules, 2016;
- (5) **“BMC’s Event of Default”** shall have the meaning ascribed to the said term in Article 12.3;
- (6) **“Commencement Date”** shall have the meaning ascribed to the said term in Article 2.2.1;
- (7) **“Commercial Operations Date” or “(COD)”** shall have the meaning ascribed to the said term in Article 6.8;
- (8) **“Competent Authority”** means the Government of India, Government of West Bengal, or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Project, the Contractor, the OWCs and the Sites or the performance of all or any of the services, obligations or covenants of the Contractor under or pursuant to this Agreement or any portion thereof;
- (9) **“Compost”** means the major end product of the process using the OWCs and as defined under the Solid Waste Management Rules, 2016;
- (10) **“Contractor’s Event of Default”** shall have the meaning ascribed to the said term in Article 12.2;
- (11) **“Contractual Year”** shall mean each period of twelve (12) consecutive months during the O&M Period, with the first Contractual Year commencing on the Commercial Operation Date, and with each subsequent Contractual Year commencing on the anniversary of the Commercial Operation Date;

- (12) **"Damages"** shall mean liquidated damages which represent a genuine pre-estimate of the damages likely to be suffered by the party to whom the Damages are payable as set out in this Agreement. The parties agree that the losses that will actually be sustained are uncertain and impossible to determine with precision and the sums set out in this Agreement seek to limit the potential liability of the parties and constitute liquidated damages and not a penalty;
- (13) **"Force Majeure Event"** shall mean an act, event, condition or occurrence as specified in Article 11.2.1;
- (14) **"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 works similar to that of this Project.
- (15) **"Material Adverse Effect"** shall mean a material adverse effect on (a) the ability of the Contractor 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;
- (16) **"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.
- (17) **"O&M Requirements"** shall have the same meaning ascribed to the said term in Article 7.1.
- (18) **"Operational Acceptance Certificate"** shall refer to the Certificate to be issued by the BMC, upon successful commissioning and functioning of the OWCs;
- (19) **"Organic Waste Converter(s)"** or **"OWC(s)"** shall mean the Organic Waste Converter machines, including all fabrication, erection and electrical works and in respect of which the Contractor shall undertake supply, installation, testing and commissioning according to the specifications as provided in **Appendix – IV**, and thereafter undertake comprehensive operation and maintenance according to the requirements provided in **Appendix – V** hereto.
- (20) **"Quarter"** means each three-month period beginning from the Commercial Operations Date and ending on the last day of the three month period following the Commercial Operation Date, and each period of three months thereafter;
- (21) **"Sites"** shall mean the sites within the corporation area of BMC as listed in **Appendix – II** hereto;
- (22) **"Termination Date"** shall mean the date on which this Agreement will be terminated in accordance with Article 12.6;
- (23) **"Termination Payment"** shall mean the payment to be made by a Party to the other Party in case of termination of this Agreement in terms hereof;
- (24) **"Transfer Date"** means the date of expiry of the Contract Period pursuant to the provisions of this Agreement or the Termination Date, whichever is earlier;

1.2 Interpretations

In this Agreement, unless the context otherwise requires: -

- (1) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (2) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- (3) 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;
- (4) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;
- (5) words "include" and "including" are to be construed without limitation;
- (6) any reference to any point in time shall mean a reference to that point according to Indian Standard Time;
- (7) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;
- (8) Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (9) reference to this Agreement or any other agreement, deed, instrument, contract or document of any description shall be construed as reference to such agreement, deed, instrument, contract or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- (10) references to Recitals, Articles, and Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Appendices of or to this Agreement;
- (11) 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 or dates; provided that if the last day of any period computed under this Agreement is not a Business day, then the period shall run until the end of the next Business day;
- (12) references to any date, period or milestone dates shall mean and include such date, period or milestone date as may be extended pursuant to this Agreement or by mutual consent of the Parties hereto;
- (13) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such party and/or the PMU in this behalf;
- (14) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (15) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- (16) references to Project or OWC(s) in this Agreement shall mean the essential facilities and shall not include the optional facilities unless the Contractor opts to supply, install, test and commission, operate and maintain the same;
- (17) the damages payable by a party to the other party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/ liquidated damages likely to be suffered and incurred by the party entitled to receive the same and are not by way of penalty; and

- (18) any confirmation, approval or written consent, as the case maybe, to be given by either party for which no specific time period has been set out shall not be unreasonably withheld or delayed.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in 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 except in money calculation which shall be rounded off to nearest rupee.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (1) Between two Articles of this Agreement, the provisions of specific Article relevant to the issue under consideration shall prevail over those in the other Article;
- (2) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices;
- (3) Between any value written in numerals and that in words, the latter shall prevail.

1.5 Priority of Documents

The documents forming part of the bidding process leading to this Agreement shall be relied upon and interpreted in the following descending order of priority:

- (1) This Agreement with Appendices
- (2) LOI
- (3) Bid
- (4) Addendum / Corrigendum to the RFP
- (5) RFP

ARTICLE 2 | ENGAGEMENT OF THE CONTRACTOR

2.1 Engagement of the Contractor

2.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, BMC hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to undertake supply, installation, testing and commissioning, operation and maintenance of the OWCs, subject to and in accordance with the terms and conditions set forth in this Agreement.

2.1.2 Subject to and in accordance with the provisions of this Agreement, the Contractor shall be responsible to observe, comply with and perform the following:

- (a) Supply, installation, testing and commissioning of the OWCs in accordance with the provisions contained in Article 6 of this Agreement;
- (b) Comprehensive operation and maintenance of the OWCs in terms of Article 7 of this Agreement;
- (c) Buy-back the Compost generated by the OWCs in terms of this Agreement;

2.1.3 Subject to and in accordance with the provisions of this Agreement, BMC shall be responsible to observe, comply with and perform, the following:

- (a) provide access to the Sites as mentioned in Appendix – II hereto for the purpose of, and to the extent, conferred by the provisions of this Agreement;

(b) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Contractor under this Agreement.

2.2 Timeline

2.2.1 The Contractor shall obtain all Applicable Permits relating to supply, installation, testing and commissioning of each of the OWCs and furnish the Performance Security to BMC, and upon receipt of Performance Security, BMC shall handover over the Sites listed in **Appendix – II** hereto to the Contractor within a period of 15 (fifteen) days from the Appointed Date. The date on which BMC achieves handover of the Sites to the Contractor shall be the “**Commencement Date**”.

2.2.2 The Contractor shall complete installation, testing and commissioning of all the OWCs, including the fabrication, erection and electrical works, in accordance with the provisions contained in Article 6 within a period as depicted below from the Commencement Date (hereinafter referred to as the “**Delivery Period**”), and in accordance with the following schedule (the “**Delivery Schedule**”):-

For 300 kg/day OWCs: -

Particulars	Schedule
Completion of transportation, and delivery of all the OWCs, including all equipment and accessories at the Sites	30 (thirty) days from the Commencement Date
Completion of installation, testing, commissioning of all the OWCs, including all fabrication, erection and electrical works, and achieve Commercial Operations Date (COD) in respect of all the OWCs	45 (forty-five) days from the Commencement Date

For 1 TPD OWCs

Particulars	Schedule
Completion of transportation, and delivery of all the OWCs, including all equipment and accessories at the Sites	45 (forty-five) days from the Commencement Date
Completion of installation, testing, commissioning of all the OWCs, including all fabrication, erection and electrical works, and achieve Commercial Operations Date (COD) in respect of all the OWCs	90 (ninety) days from the Commencement Date

2.2.3 Upon achieving Commercial Operations Date in terms of Article 6.8, the Contractor shall comprehensively manage, operate and maintain each of the OWCs for a period of 5 (five) years from the Commercial Operations Date, or till the earlier termination or any extension of this Agreement in accordance with the terms and conditions contained in Article 7 (hereinafter referred to as the “**O&M**”

Period”), during which period, the Contractor shall buy-back the 100% of the Compost generated by the OWCs as per the terms and conditions of this Agreement.

2.2.4 The sum total of the Delivery Period and the O&M Period shall be the “**Contract Period**”.

ARTICLE 3 | PERFORMANCE SECURITY

- 3.1 The Contractor shall, for due and punctual performance of its obligations hereunder relating to supply, installation, testing and commissioning of all the OWCs at the Sites, deliver to BMC, within the Commencement Date but prior to handover of the Sites by BMC, a bank guarantee from a Scheduled Commercial Bank, as per the format prescribed in **Appendix - III** hereto, of an amount equivalent to 10% of the Contract Price being a sum of Rs.[●]/- (Rupees [●] only) (hereinafter referred to as the “**Performance Security**”). The validity period for such Performance Security shall be 6 (six) months. BMC shall release the Performance Security without any interest to the Contractor upon successful completion of all contractual obligations relating to supply, installation, testing and commissioning of the OWCs including but not limited to the warranty obligations and upon receipt of the O&M Performance Security, in the manner provided hereinbelow and within a period of 7 (seven) days after the receipt of the O&M Performance Security.
- 3.2 The Contractor shall, in a form similar to that of the Performance Security as provided in **Appendix – III**, furnish a second bank guarantee from a Scheduled Commercial Bank within a period of 7 (seven) days from the Commercial Operations Date, for the due and punctual performance of its obligations hereunder relating to operation and maintenance of all the OWCs at the Sites, of an amount equivalent to 10% of the total O&M Charges, being a sum of Rs.[●]/- (Rupees [●] only) (hereinafter referred to as the “**O&M Performance Security**”). The validity period for such O&M Performance Security such initially be for a period of 1 (one) year and shall be renewed by the Contractor from time to time at least 15 (fifteen) days before its expiry. BMC shall release the O&M Performance Security without any interest upon successful completion of the obligations of the Contractor hereunder relating to operation and maintenance of all the OWCs, and the Contractor shall keep the O&M Performance Security valid and in force until BMC releases such O&M Performance Security 60 (sixty) days after the Transfer Date.
- 3.3 In the event the Contractor fails to provide the renewed/extended/enhanced Performance Security or O&M Performance Security in terms of and within the time prescribed in Articles 3.1 or 3.2 above, so as to maintain the Performance Security or O&M Performance Security valid throughout the periods prescribed in Articles 3.1 or 3.2, BMC shall have the right to forfeit and appropriate the subsisting Performance Security or O&M Performance Security, as applicable.
- 3.4 Failure of the Contractor to maintain the Performance Security or O&M Performance Security in full force and effect throughout the periods prescribed in Articles 3.1 or 3.2, in accordance with the provisions hereof, shall constitute as Contractor’s Event of Default.
- 3.5 In the event of the Contractor being in default or breach of the due, faithful and punctual performance of its obligations under this Agreement, or 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 BMC for or against the Contractor under this Agreement or against BMC in respect of this Agreement, BMC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Performance Security or O&M Performance Security as Damages for such default, or loss suffered due to non-completion of works or non-

performance of services or in respect of any dues, demands, Damages or claims against the Contractor by BMC.

- 3.6 The decision of BMC 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 Contractor and the Contractor specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by BMC under this Agreement is required to be provided in connection with any demand made by BMC to recover such compensation through appropriation of the Performance Security or O&M Performance Security under this Agreement.
- 3.7 In the event of encashment of the Performance Security or O&M Performance Security by BMC, the Contractor shall within 15 (fifteen) days of receipt of the encashment notice from BMC provide a fresh Performance Security or O&M Performance Security , as applicable under Articles 3.1 or 3.2. The provisions of this Article 3 shall apply *mutatis mutandis* to such fresh Performance Security or O&M Performance Security .
- 3.8 The Contractor's failure to comply with this provision shall constitute a default or breach of the Agreement by the Contractor, which shall entitle BMC to terminate this Agreement in accordance with the provisions hereof.
- 3.9 Provided that if the Agreement is terminated due to any event other than a Contractor's Event of Default, the Performance Security, as applicable, if subsisting as of the Termination Date shall, subject to BMC's right to receive amounts, if any, due from the Contractor under this Agreement, be duly discharged and released to the Contractor.

ARTICLE 4 | REPRESENTATION AND WARRANTIES

4.1 Representations and Warranties of the Contractor

The Contractor represents and warrants to BMC 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 has the financial standing and capacity to undertake the obligations under this Agreement;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constituent documents to authorize the execution, delivery and performance of this Agreement;
- (d) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) There are no actions, suits, proceedings, or investigations pending or, to the Contractor'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 result in the breach of or constitute a default of the Contractor under the Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

- (f) 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 Competent Authority which may result in any Material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under the Agreement;
- (g) 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 on its financial condition or its ability to perform its obligations and duties under the Agreement;
- (h) No representation or warranty by the Contractor contained herein or in any other document furnished by it to BMC or to any Competent Authority in relation to Applicable Permits or otherwise 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;
- (i) Provided that whenever any pending or potential matter, including the matters listed in the sub-articles above, comes to the knowledge of the Contractor, during the subsistence of this Agreement, the outcome of which may result in the breach of or constitute a default of the Contractor under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under this Agreement, the Contractor shall immediately intimate the same to BMC;
- (j) Except as specifically stated in this Agreement no sums, in cash or kind, have been paid or will be paid by or on behalf of the Contractor, to any person by way of commission or otherwise for securing the execution of this Agreement or for influencing or attempting to influence any officer or employee of BMC.;
- (k) All the information furnished in the Bid is true and correct as on the date of submission;
- (l) It has studied the RFP carefully and also independently surveyed the condition of the Sites and agrees not to hold BMC liable for any variation thereto or to claim any compensation or escalation of the Contract Price or O&M Charges, or any reduction in the rate of buy-back of Compost, as agreed hereunder;
- (m) It is subject to laws of India with respect to the Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

4.2 Representations and Warranties of BMC

BMC represents and warrants to the Contractor that:

- (a) BMC has full power and authority to execute this Agreement;
- (b) BMC has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes BMC's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) BMC confirms that no order, statute, rule, regulation, executive order, injunction, stay, decree or restraining order have been enacted, entered, promulgated or enforced by any court of competent jurisdiction over the matter that restrains, prohibits or declares illegal the

execution of this Agreement, and that no action, suit, inquiry or proceeding have been instituted or threatened by any governmental or regulatory authority or instrumentality having jurisdiction over the matter that seeks to restrain, prohibit or declare illegal execution of this Agreement.

4.3 Disclaimer

- 4.3.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has after a complete and careful examination made an independent evaluation of the technical and financial aspects of this Agreement, the Specifications, O&M Requirements, the Sites, materials and things needed for fulfilling its obligations under this Agreement, and has determined, to the Contractor's complete satisfaction, the nature and extent of such difficulties, risks and hazards as are likely to arise or be associated with the execution of this Agreement or as may be faced by the Contractor in the course of performance of its obligations hereunder.
- 4.3.2 The Contractor further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 4.3.1 above and hereby confirms that BMC shall not be liable for the same in any manner whatsoever to the Contractor.
- 4.3.3 The Contractor accepts that it is solely responsible for the verification of documents or information provided to the Contractor by BMC, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.
- 4.3.4 The Contractor shall be solely responsible for the contents of its Bid, adequacy and correctness of the drawings, data and detailed engineering prepared or procured by the Contractor for performing its obligations under this Agreement.
- 4.3.5 The Contractor is entering into this Agreement on the basis of its satisfaction based on the due diligence of all aspects of the Project.

ARTICLE 5 | SITES

5.1 Possession of and Access to Sites

- 5.1.1 BMC hereby grants to the Contractor access to the Sites from the date of execution of this Agreement for carrying out such surveys, investigations and tests as the Contractor may deem necessary at the Contractor's cost, expense and risk.
- 5.1.2 BMC hereby undertakes to handover to the Contractor the Sites without the Contractor being required to make any payment to BMC on account of any costs, expenses and charges for the use of such Sites during the Contract Period within 15 (fifteen) days from the Appointed Date but after the Contractor has furnished Performance Security in terms of Article 3.1, on "as is where is basis" together with the necessary easementary rights and/ or rights of way/ way of leaves along with the rights, authority and license to implement the Project in accordance with this Agreement.
- 5.1.3 The grant of the rights and license herein and handing over of the Sites as aforesaid shall not confer or be deemed to have conferred on the Contractor, any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in the Sites or any part thereof and nothing in these presents contained shall be construed as a demise in law of the Sites unto the Contractor so as to give the Contractor any legal interest therein. The Contractor shall only have the right to enter upon the Sites for the purpose of implementing the Project in accordance with the terms hereof.

- 5.1.4 Following handover of the Sites, the Contractor shall keep the Site free from any trespass or encroachment.
- 5.1.5 BMC confirms that upon the Sites being handed over pursuant to Article 5.1.2, the Contractor shall have the right to enter upon, occupy and use the Sites only for the purpose of this Agreement and to make at its cost, charge and expense such development and improvements in the Sites as may be necessary or appropriate to implement the Project and to repair, upgrade, refurbish, operate and maintain the OWCs, subject to and in accordance with the provisions of this Agreement.
- 5.1.6 The Contractor shall have exclusive rights to the use of the Sites in accordance with the provisions of the Agreement and for this purpose it may regulate the entry and use of the Project by third parties.
- 5.1.7 The Contractor shall allow access to, and use of the Sites for telegraph lines, electric lines or such other public purposes as BMC may specify. Where such access or use causes any damage to the Project and consequent financial loss to the Contractor, it may seek compensation or damages from such user of the Sites as per Applicable Laws.
- 5.1.8 The Contractor shall not be liable to pay any property taxes for the Sites.

5.2 Information about the Sites

- 5.2.1 The information about the Sites, as provided by BMC in **Appendix – II** of this Agreement, to the Contractor is in good faith and with due regard to the matters for which such information is required by the Contractor. BMC hereby agrees to provide to the Contractor, upon a reasonable request, any further information relating to the Sites, which BMC may now possess or may hereafter come to possess. Subject to this, BMC makes no representation and gives no warranty to the Contractor in respect of the condition of the Site and the Contractor shall accept the Sites handed over to it by BMC on an “as is where is basis”.

5.3 Access of Sites to BMC

- 5.3.1 Following the handover of the Sites by BMC to the Contractor, the Contractor shall, at all reasonable times and on reasonable notice, afford access to the Site to:-
- (i) BMC and its duly authorised personnel and representatives so as to carry out their respective functions and obligations.
 - (ii) the representatives of or persons duly authorised by the relevant Competent Authority concerned with safety, security or environmental protection to inspect the Sites and the Project, carry out their respective duties and functions and to investigate any other matter within their authority.

The persons obtaining access to the Sites shall conduct their activities and operations at their own risk, cost and expense and in such manner so as not to cause any disruption to the Project.

5.4 Use of Sites

- 5.4.1 The Contractor shall use the Sites during the Contract Period only for the purposes of implementing the Project thereat and for purposes incidental or necessary thereto as permitted under this Agreement and shall not, without the prior written consent of BMC, use the Sites for any other purpose. The Contractor acknowledges, accepts, confirms and agrees that this is an essential condition of this Agreement.

- 5.4.2 The Contractor shall not part with or create any encumbrances on the whole or any part of the Sites; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Contractor to appoint sub-contractors.

ARTICLE 6 | SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF OWCs

6.1 General Obligations

- 6.1.1 The Contractor shall supply, install, test and commission the four OWCs having a capacity of 300 kgs/day and six OWCs having a capacity of 1000 kgs/day , including all fabrication, erection and electrical works, at the Sites provided in **Appendix – II** hereto, and according to the specifications as provided in **Appendix – IV** of this Agreement, and achieve commencement of the operations of all the OWCs within the Delivery Period and according to the Delivery Schedule as provided in Article 2.2.2.
- 6.1.2 The Contractor shall obtain all necessary Applicable Permits relating to the supply, installation, testing and commissioning of OWCs prior to the Commencement Date.
- 6.1.3 The Contractor shall supply, install, test and commission the OWCs at the Sites in accordance with Good Industry Practice.
- 6.1.4 The Contractor shall remain solely responsible to meet the technical specifications and quality control parameters as provided in **Appendix – IV** of this Agreement (hereinafter referred to as “**the Specifications**”).
- 6.1.5 The supply, installation, testing and commissioning of OWCs shall be deemed to be complete upon compliance with all Applicable Permits and the Specifications and upon achievement of Commercial Operations Date as provided in Article 6.8.

6.2 Transportation of Equipment

- 6.2.1 Unless otherwise specified in the Agreement (including any in INCOTERMS 2010), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the transportation and delivery of the equipment relating to the OWCs. The Contractor shall hand over or make available such equipment, and BMC, being the consignee shall receive the equipment, at the place and within the time for delivery of the equipment. All manuals, instructions, displays and any other information relevant to the equipment shall be in the English language. The entire risk of loss, theft, damage to, or destruction of the equipment relating to the OWCs shall be entirely borne by the Contractor.
- 6.2.2 Road permits for transportation of equipment, if required, shall be provided by BMC, upon receipt of a written request from the Contractor, to provide such road permit.

6.3 Spare Parts

- 6.3.1 If specified in the Specifications, the Contractor shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the Contractor:
- (a) The spare parts as selected by BMC to be purchased from the Contractor, subject to the condition that such purchase of the spare parts shall not relieve the Contractor of any contractual obligation including warranty obligations; and

- (b) In case the production of the spare parts is discontinued:
 - (i) Sufficient advance notice to BMC before such discontinuation to provide adequate time to BMC to purchase the required spare parts etc., and
 - (ii) Immediately following such discontinuation, providing BMC, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by BMC.

6.3.2 The Contractor shall carry sufficient inventories to assure supply of consumable spares for the equipment so that the same are supplied to BMC promptly on receipt of order from BMC.

6.4. Incidental services

The Contractor shall be required to perform the following incidental services:

- (i) Installation and commissioning, supervision and demonstration of the OWCs.
- (ii) Providing required jigs and tools for assembly, necessary fabrication, erection and electrical works required for the completion of the installation.
- (iii) Arranging power and water supply or any other utilities as required, for each of the Sites.
- (iv) Training of BMC's engineers, staff, operators etc. for operating and maintaining the equipment upon direction in this regard by BMC.
- (v) Supplying requisite number of instruction/ operation and maintenance manual for the equipment.

6.5 Distribution of Dispatch Documents for Clearance/Receipt of Equipment

The details of shipping and/ or other documents shall be furnished by the Contractor within 24 hours of dispatch of the equipment relating to the OWCs. The Contractor shall notify BMC the complete details of dispatch and also supply by registered post/ speed post two sets of documents comprising the original and a copy of the following:-

- (i) Commercial invoice, indicating that BMC is the purchaser, the contract number, equipment description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the manufacturer's stamp/ seal;
- (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transportation document indicating that BMC is the purchaser, marked "freight prepaid" and showing delivery through to final destination;
- (iii) Packing list identifying contents of each package;
- (iv) Manufacturer's Warranty Certificate covering all items supplied;
- (v) Pre-shipment note submitted by the manufacturer to BMC at least 15 days prior to the scheduled delivery of the equipment at the Sites;
- (vi) Inspection Certificate, if any, and
- (vii) Insurance Certificate.

6.6 Comprehensive Warranty

- 6.6.1 The Contractor warrants comprehensively that the equipment relating to the OWCs supplied under this Agreement is new, unused and incorporate all recent improvements in design and materials. The Contractor further warrants that the equipment supplied shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied equipment under the conditions prevailing in India.
- 6.6.2 The Contractor shall provide comprehensive on-site warranty (including all spares, accessories and labour) for a period of 2 (two) years from the Commercial Operations Date.
- 6.6.3 In case of any claim arising out of this warranty, BMC shall promptly notify the same in writing to the Contractor.
- 6.6.4 Upon receipt of such notice, the Contractor shall, within 8 hours, on a 24 (hrs) × 7 (days) × 365 (days) basis, repair or replace the defective equipment or parts thereof, free of cost, at the Sites. The Contractor shall take over the replaced parts/equipment after providing their replacements and no claim, whatsoever shall lie on BMC for such replaced parts/equipment thereafter.
- 6.6.5 In the event of any rectification of a defect or replacement of any defective equipment during the warranty period, the warranty for the rectified/replaced equipment shall be extended from the date such rectified / replaced equipment starts functioning to the satisfaction of BMC.
- 6.6.6 If the Contractor, having been notified, fails to rectify/replace the defect(s) within 8 hours, on a 24 (hrs) × 7 (days) × 365 (days) basis, BMC may proceed to take such remedial action(s) as deemed fit by BMC, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which BMC may have against the Contractor.
- 6.6.7 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the Contractor free of cost.
- 6.6.8 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the Contractor.
- 6.6.9 Rectification of all faults appearing shall be periodically advised to BMC, by the Contractor, the period being not more than a month.
- 6.6.10 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the Contractor free of cost.
- 6.6.11 The Contractor shall fully associate the engineers and technicians of BMC during installation, testing and commissioning, as well as during the O&M Period.

6.7 Inspection, Testing and Quality Control

- 6.7.1 BMC and/or its nominated representative(s), without any extra cost to BMC, shall inspect and/or test the ordered equipment relating to the OWCs and the related services to confirm their conformity to the Specifications and other quality control details incorporated in the Agreement. BMC shall inform the Contractor in advance, in writing, BMC's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- 6.7.2 The Specifications shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to relevant

drawings, design details and production data, shall be furnished by the Contractor to BMC's inspector at no extra cost to BMC.

- 6.7.3 If during such inspections and tests, the contracted equipment relating to the OWCs fail to conform to the required Specifications and standards, BMC's inspector may reject them and the Contractor shall either replace the rejected equipment relating to the OWCs or make all alterations necessary to meet the Specifications and standards, as required, free of cost to BMC and resubmit the same to BMC's inspector for conducting the inspections and tests again.
- 6.7.4 In case BMC requires pre-despatch inspection of the ordered equipment relating to the OWCs at the Contractor's premises, the Contractor shall put up the equipment for such inspection to BMC's inspector well ahead of the delivery.
- 6.7.5 If the Contractor tenders the equipment relating to the OWCs to BMC's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the Delivery Period, the inspector may carry out the inspection and complete the formality beyond the Delivery Period at the risk and expense of the Contractor without any prejudice to the legal rights and remedies available to BMC under this Agreement.
- 6.7.6 BMC's right to inspect, test and, if necessary, reject the equipment relating to the OWCs after the arrival of the equipment at the final destination shall have no bearing of the fact that the equipment have previously been inspected and cleared by BMC's inspector during pre-despatch inspection mentioned above.
- 6.7.7 Equipment accepted by BMC and/or its inspector at initial inspection and in final inspection in terms of the Agreement shall in no way dilute BMC's right to reject the same later, if found deficient in terms of the warranty as provided under Article 6.6.

6.8 Commercial Operations Date (COD)

Upon completion and achieving readiness of each OWC to commence the operations to process Bio-degradable Waste in accordance with this Agreement, the Contractor shall inform BMC regarding the same by way of a written notice. The Contractor shall also obtain the Operational Acceptance Certificate from BMC for each OWC and shall intimate a date for commencement of operations of each of the OWCs. The date on which all the OWCs are operational and when Operational Acceptance Certificate in respect of all the OWCS has been issued by BMC, shall be deemed to be the Commercial Operations Date (the "**Commercial Operations Date**" or "**COD**").

6.9 Delay in the Contractor's performance

- 6.9.1 Subject to the provisions of Force Majeure under Articles 11.1, any unexcused delay by the Contractor in supplying the OWCs and performance of incidental services shall render the Contractor liable to any or all of the following sanctions:
- (i) Imposition of Damages,
 - (ii) Forfeiture of its Performance Security, and
 - (iii) Termination of the Agreement.
- 6.9.2 If at any time during the Delivery Period, the Contractor encounters conditions hindering timely supply of the OWCs and performance of services, the Contractor shall promptly inform BMC in writing about the same and its likely duration and make a request to BMC for extension of the

Delivery Period accordingly. On receiving the Contractor's communication, BMC shall examine the situation as soon as possible and, at its discretion, may agree to extend the Delivery Period, with or without Damages.

- 6.9.3 When the Delivery Period is extended due to unexcused delay by the Contractor, such extension shall be subject to the following conditions:
- (a) BMC shall recover from the Contractor, Damages as provided under Article 6.10, which the Contractor has failed to deliver within the original Delivery Period.
 - (b) That no increase in price on account of any ground, whatsoever, including on account of enhancement of taxes or duties which may be levied in respect of the OWCs and related services, which takes place during or after the stipulated Delivery Period shall be admissible.
- 6.9.4 The Contractor shall not dispatch the equipment after expiry of the Delivery Period. The Contractor is required to apply to BMC for extension of Delivery Period and obtain the same before dispatch. In case the Contractor dispatches the equipment without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against BMC.
- 6.10 **Damages**
- 6.10.1 If the Contractor fails to complete supply, installation, testing and commissioning of the OWCs, including the fabrication, erection and electrical works, within the Delivery Period, BMC shall, without prejudice to other rights and remedies available to BMC under the Agreement, BMC shall deduct from the Contract Price, a sum equivalent to 0.5% per week of delay or part thereof of the Contract Price until actual performance of all its obligations pertaining to supply, installation, testing and commissioning of the OWCs, including the fabrication, erection and electrical works, subject to a maximum of 10% of the Contract Price. Once the maximum delay has been committed by the Contractor, BMC may proceed for termination of the Agreement under Article 12, without prejudice to BMC's right to terminate the Agreement even prior thereto for breach by the Contractor.
- 6.10.2 No Damages shall be imposed on the Contractor by BMC, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

ARTICLE 7 | OPERATION AND MAINTENANCE

- 7.1 From the Commercial Operations Date (COD) till the expiry of the O&M Period, the Contractor shall be responsible for receiving Bio-degradable Waste from BMC and carry out comprehensive daily operation and management of all the OWCs, including but not limited to any pre-processing or extensive sorting/ segregation of the incoming Bio-degradable Waste, as per the requirements provided in **Appendix – V**, for conversion of incoming Bio-degradable Waste to Compost at each of the Sites (the "**O&M Requirements**").
- 7.2 The Contractor shall make necessary applications to the relevant Competent Authority(ies), with such particulars and details as may be necessary, and obtain all Applicable Permits in conformity with Applicable Laws to meet the O&M Requirements. BMC shall assist, as and when required, in obtaining such Applicable Permits without any financial burden on BMC.
- 7.3 The Contractor shall use a weighing scale, to be constructed at the each of the Sites by the Contractor, to:

- (a) determine the weight of the Bio-degradable Waste as received from BMC (the incoming waste feed should be the tune of at least 80% of total capacity of each unit;
 - (b) determine the weight of the inert waste and residual solid waste;
 - (c) determine the weight of the Compost;
 - (b) generate and maintain an electronic database for each delivery and provide a print out of the specifications and details for each consignment, as stated in sub-clauses (a) to (c) above as per the format provided in **Appendix – VI** of this Agreement ("**Daily Weight Sheet**").
 - (e) provide weight receipt in duplicate to the driver of the truck and to BMC and/or its authorized representatives.
- 7.4 The weighing scale shall be operated and maintained by the Contractor at no cost to BMC.
- 7.5 Each consignment shall be first weighed at the weighing scale in order to enable calculation of the actual quantity of Bio-degradable Waste delivered to the Contractor by BMC.
- 7.6 The Contractor shall operate and maintain each of the OWCs in accordance with the recommendations of the original equipment manufacturers and/ or as per the Good Industry Practice.
- 7.7 The Contractor may undertake operation and maintenance of the OWCs by itself or through a sub-contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Contractor shall remain solely responsible to meet the operation and maintenance requirements under this Agreement.
- 7.8 For the purposes of determining that the OWCs being operated and maintained in accordance with **Appendix – V** of this Agreement, the Contractor shall with due diligence carry out all necessary and periodical Tests as provided in **Appendix – V** of this Agreement. The Contractor shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the results of such Tests.
- 7.9 The Contractor shall bear all expenses, charges and deposits for the electricity and water supply utilized during operation and maintenance of the OWCs.
- 7.10 The Contractor shall ensure that the quality of Compost shall conform to the standards of quality as per Solid Waste Management Rules, 2016, as well as any guidelines issued by the Ministry of Urban Development or by Central Public Health and Environmental Engineering Organisation (CPHEEO) or any Applicable Laws.
- 7.11 During the O&M Period, the Contractor shall buy back the Compost generated from the OWCs at the price provided in Article 9.1. The Contractor shall be solely liable for transportation arrangements of the Compost from the Sites and shall not store/ keep the Compost at any of the Sites.
- 7.12 The Contractor shall be responsible for the strict compliance of Applicable Laws and shall ensure strict compliance by its sub-contractor(s), employees, agents and all categories of labour deployed, of rules or regulations having the force of law affecting the relation of employers and employee between the Contractor/ sub-contractor and their respective employees.
- 7.13 The Contractor shall comply with the rules and regulation of the local authorities for protection of health and sanitary arrangements of all those directly or indirectly engaged in the Project. The Contractor shall adhere to safe working practices and guard against hazardous and unsafe working conditions and shall comply with standard safety rules.

- 7.14 It shall be the Contractor's responsibility to protect its employees and workers against accidents at work. The Contractor shall indemnify BMC against any claim for damage to persons or property resulting from and in course of work undertaken by the Contractor, or its agents, associated with the performance of the Agreement.
- 7.15 The Contractor shall be solely responsible for the security of the Sites and the OWCs during the Contract Period.
- 7.16 **Damages**
- 7.16.1 If the Contractor fails to process 90% of the total quantity of incoming Bio-degradable Waste at each of the Sites every quarter of any Contractual Year so that not more than 10% of inert and residual solid waste is generated by the OWC thereat, BMC shall, without prejudice to other rights and remedies available to BMC under the Agreement, deduct from the O&M Charges, as Damages in respect of each of the Sites where such failure has occurred, as follows:-
- Damages = [(Percentage of additional inert and residual solid waste)/100] x [O&M Charges for the relevant year/(4 x 10)]
- 7.16.2 No Damages shall be imposed on the Contractor by BMC, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

ARTICLE 8 | MONITORING AND INSPECTION DURING O&M PERIOD

8.1 Monthly Status Reports

During the O&M Period, the Contractor shall, no later than 7 (seven) days after the end of every quarter of every Contractual Year, furnish to BMC a monthly report in respect of each of the Sites, stating in reasonable detail the condition of each of the OWCs, including its compliance or otherwise with the O&M Requirements, the quantity of Bio-degradable Waste received from BMC, the quantity of inert and residual solid waste and the Compost generated and bought back by the Contractor, and shall promptly give such other relevant information as may be required by BMC. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

8.2 Inspection

BMC shall inspect or cause to be inspected the OWCs at each Site at least once in every quarter of every Contractual Year. It shall make an Inspection Report of such inspection stating in reasonable detail the defects or deficiencies, if any, with reference to the O&M Requirements, maintenance manual, performance parameters or requirements as set forth in this Agreement including the Appendices and send a copy thereof to the Contractor within 7 (seven) days of such inspection and upon receipt thereof, the Contractor shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by BMC shall not relieve or absolve the Contractor of its obligations and liabilities hereunder in any manner whatsoever.

8.3 Remedial measures

- 8.3.1 The Contractor shall repair or rectify the defects or deficiencies, impacting the operations/ efficiency of each of the OWCs, if any, set forth in the Inspection Report and furnish a report in respect thereof

to BMC within 15 (fifteen) days of receiving the Inspection Report; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Contractor shall submit progress reports to BMC of the repair works once every week until such works are completed in conformity with this Agreement.

8.3.2 In the event that remedial measures are not completed by the Contractor in terms of Article 8.3.1 above, BMC shall be entitled to recover Damages from the Contractor at the rate of 0.1% of the O&M Charges of the relevant year for each day of delay beyond the period specified for rectification of such defect or deficiency by the Contractor.

8.4 BMC’s right to take remedial measures

8.4.1 In the event the Contractor does not maintain and/or repair the OWCs or any part thereof in conformity with the O&M Requirements, and fails to commence remedial works within 15 (fifteen) days of receipt of Inspection Report or notice in this behalf from BMC, as the case may be, BMC 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 Contractor, and to recover its cost from the Contractor.

8.4.1 In addition to recovery of the aforesaid cost, an additional sum equal to 10% (ten percent) of such cost shall be paid by the Contractor to BMC as Damages.

ARTICLE 9 | TERMS AND MODE OF PAYMENT

9.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of Damages or any other charges as per terms and conditions of the Agreement in the following manner.

A. For Supply, Installation, Testing and Commissioning :

- (i) The total contract price for supply, installation, testing and commissioning of all the OWCs, as quoted by the Contractor, is Rs. [●]- (Rupees [●] only), which is inclusive of all applicable taxes (the “Contract Price”).
- (ii) The Contract Price shall be payable to the Contractor by BMC will be paid in milestone-based instalments as per the following schedule:-

Sl. No.	Milestone	Payment
1.	On completion supply, installation, testing and commissioning of all the OWCs, including completion of all fabrication, erection and electrical works, and on achieving Commercial Operations Date	60%
2.	On completion of each Quarter of the 1 st Contractual Year	3% (12% for 1 st Contractual Year)

3.	On completion of each Quarter of the 2 nd Contractual Year	2.5% (10% for 2 nd Contractual Year)
4.	On completion of each Quarter of the 3 rd Contractual Year	2% (8% for 3 rd Contractual Year)
5.	On completion of every Quarter of the 4 th Contractual Year	1.5% (6% for 4 th Contractual Year)
6.	On completion of every Quarter of the 5 th Contractual Year	1% (4% for 5 th Contractual Year)

B. For Operation & Maintenance:

- (i) The total O&M Charges for comprehensive operation and maintenance of all the OWCs in terms of this Agreement in respect of each Contractual Year, as per the charges quoted by the Contractor, is Rs. [●]/- (Rupees [●] only), which is inclusive of all applicable taxes, (the "O&M Charges") the break-up of which is as follows: -

For 1 TPD OWCs:

Contractual Year	Amount
1 st	Rs. [●]/- (Rupees [●] only)
2 nd	Rs. [●]/- (Rupees [●] only)
3 rd	Rs. [●]/- (Rupees [●] only)
4 th	Rs. [●]/- (Rupees [●] only)
5 th	Rs. [●]/- (Rupees [●] only)
Total (A)	Rs. [●]/- (Rupees [●] only)

For 300kg/day OWCs:

Contractual Year	Amount
1 st	Rs. [●]/- (Rupees [●] only)
2 nd	Rs. [●]/- (Rupees [●] only)
3 rd	Rs. [●]/- (Rupees [●] only)
4 th	Rs. [●]/- (Rupees [●] only)
5 th	Rs. [●]/- (Rupees [●] only)
Total (B)	Rs. [●]/- (Rupees [●] only)

- (ii) The O&M Charges shall be payable each Quarter of every Contractual Year. For this purpose, the Contractor should produce documentary proof i.e. Inspection Reports duly approved and signed by Executive Engineer of BMC for each of the Sites.

C. For Buy Back of Compost:

The Contractor has agreed to buy back 100% of the Compost generated from the Project at the following rates, which are exclusive of taxes: -

Contractual Year	Rate (in Rs./kg)
1 st	Rs. [●]/- (Rupees [●] only)
2 nd	Rs. [●]/- (Rupees [●] only)
3 rd	Rs. [●]/- (Rupees [●] only)
4 th	Rs. [●]/- (Rupees [●] only)
5 th	Rs. [●]/- (Rupees [●] only)

The price payable by the Contractor for the Compost shall be deducted by BMC from the amount payable for the O&M Charges as provided hereinafter.

D. Other Terms :

- (i) In respect of the Contract Price, upon achieving the milestone in Sl. No. 1 of the schedule provided in Article 9.1(A)(ii), the Contractor shall raise an invoice for payment of the applicable amount. BMC shall release payment for such invoice within 14 (fourteen) days of receipt thereof.
- (ii) The Contractor shall raise invoice for the payment of milestone amounts towards the Contract Price as well as the O&M Charges each quarter of every Contractual Year. BMC shall also issue an invoice each Quarter of every Contractual Year in respect of buy back of Compost by the Contractor. BMC after being satisfied that the Contractor has produced the required documentary proof i.e. Inspection Reports duly approved and signed by Executive Engineer of BMC for each of the Sites, shall release payment of milestone amounts towards the Contract Price and for the O&M Charges, after deducting the buyback price and applicable taxes.
- (iii) The Contractor shall not be entitled to any interest on payments under this Agreement.
- (iv) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the invoices payable to the Contractor at rates as notified from time to time.
- (v) The payment of bills of the Contractor shall be made by BMC in Indian Rupees (Indian National Rupee).
- (vi) While claiming payment, the Contractor is also to certify in the invoice that the payment being claimed is strictly in terms of the Agreement and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Agreement.

9.9 Prices

The Contract Price and the O&M Charges shall not vary from the corresponding prices quoted by the Contractor in its Bid and incorporated in the Agreement.

9.10 Taxes and Duties

- 9.10.1 The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the OWCs to BMC.

ARTICLE 10 | OWNERSHIP OF OWCs

- 10.1 The ownership, title including incidentals of the title and any legal or inchoate right and interest which may accrue in the OWCs shall pass from the Contractor to BMC upon delivery of the OWCs and acceptance of the same by BMC in accordance with the requirements of this Agreement. The rights of the Contractor shall only be that of a licensee as provided in this Agreement. It is clarified for the avoidance of doubt that ownership of any equipment, plant or machinery installed by the Contractor during the Contract Period shall remain vested with BMC and the Contractor shall only have the right to use the same in accordance with the provisions of this Agreement.

ARTICLE 11 | FORCE MAJEURE AND CHANGE IN LAW

11.1 Force Majeure

- 11.1.1 The Contractor shall not be liable for imposition of any sanctions under Articles 6.9, 6.10 and 12.2 so long the delay and/or failure of the Contractor in fulfilling its obligations under the Agreement is the result of any Force Majeure Event provided in Article 11.1.2.
- 11.1.2 For purposes of this Article 11, "**Force Majeure Event**" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of a Governmental Agency, either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pestilence, quarantine restrictions, strikes excluding by its employees, and lockouts excluding by its management.
- 11.1.3 If a Force Majeure Event arises, the Contractor shall promptly notify BMC in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event. Unless otherwise directed by BMC in writing, the Contractor shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.1.4 If the performance in whole or in part or any obligation under this Agreement is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the Agreement without any financial repercussion on either side.
- 11.1.5 In case due to a Force Majeure event, BMC is unable to fulfill its contractual commitment and responsibility, BMC will notify the Contractor accordingly and subsequent actions taken on similar lines described in the preceding Articles.

11.2 Changes in Law

- 11.2.1 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 law including laws related to environment;
- (ii) The repeal, modification or re-enactment of any existing law;
- (iii) A change in the interpretation or application of a 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, and
- (iii) Any change in the rates of the applicable taxes.

11.2.2 Subject to Change in Law resulting in Material Adverse Effect and subject to the Contractor 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 Contractor is obliged to incur additional costs, BMC shall subsequently reimburse to the Contractor such amount as mutually agreed between BMC and the Contractor.

11.2.3 Upon occurrence of a Change in Law, the Contractor shall notify BMC 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 Contractor on account of Change in Law;
- (iii) The measures, which the Contractor has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the additional costs;
- (iv) The relief sought by the Contractor.

11.2.4 Upon receipt of the notice of Change in Law issued by the Contractor pursuant to the preceding Article 10.6.3, BMC and the Contractor shall hold discussions and take all such steps as may be necessary to quantify the additional costs. Within 90 (ninety) days from the date of determination of quantum of additional costs, relief is to be provided to the Contractor, subject to BMC following the due administrative procedure in terms of approvals for disbursement. The relief amount will take into account the loss in revenue calculated on the revenue generated through the sale of Compost generated by the OWCs to the benefit of the Contractor.

ARTICLE 12 | EVENTS OF DEFAULT AND TERMINATION

12.1 Events of Default

Events of Default shall mean either Contractor Event of Default or BMC Event of Default or both as the context may admit or require.

12.2 Contractor's Event of Default

The Contractor's Event of Default means any of the following events unless such an event has occurred as a consequence of BMC Event of Default or a Force Majeure Event: -

- (a) The Contractor commits or is in Material Breach of any of its obligations under this Agreement and the same has not been remedied within 30 (thirty) days of BMC's notice to the Contractor specifying such breach and requiring the Contractor to remedy the same;
- (b) The Contractor's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement which will result in Material Breach or which is likely to have a Material Adverse Effect on its ability to perform as per the provisions of this Agreement;
- (c) Any representation made, or warranties given by the Contractor under this Agreement are found to be false or misleading;
- (d) The Contractor is adjudged bankrupt or insolvent or if a receiver is appointed for the Contractor or for any of its property that has a material bearing on the Project;
- (e) The Contractor engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the court of any activity undertaken pursuant to this Agreement;
- (f) The Contractor repudiates this Agreement or otherwise taken any action or evinces or conveys an intention not to be bound by this Agreement;
- (g) The Contractor does not attend to or abandons the Project for a consecutive period for more than 7 (seven) days without the prior consent of BMC, provided that the Contractor shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of a Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligation by BMC;
- (h) The Contractor has failed to accept the Bio-degradable Waste supplied by Bidhannagar Municipal Corporation, for a continuous period of 15 (fifteen) days or for an aggregate period of 20 days in any given month, for reasons attributed to unplanned maintenance shutdown;
- (i) Act on part of the Contractor, which does put in jeopardy the project safety, quality of upkeep, operations and maintenance, or jeopardises the authority and efficiency of BMC or Bidhannagar Municipal Corporation, in discharging their duties. Such Events of Default may include frequent failures to submit progress reports, shortfalls in conduct of required tests, etc.

12.3 BMC's Event of Default

Any of the following events shall constitute a BMC's Event of Default unless such event has occurred as a result of any Force Majeure Event:

- (a) BMC's repudiation or failure to perform or discharge any of its obligations in accordance with the provisions of this Agreement that has a Material Adverse Effect unless such failure has occurred as a consequence of a Contractor Event of Default or a Force Majeure Event;
- (b) Any representation made or warranties given by BMC under this Agreement is found to be false or misleading;
- (c) BMC has failed to ensure supply of Bio-degradable Waste for a continuous period of 15 (fifteen) days;

- (d) BMC 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 the Contractor's notice to BMC specifying such breach and requiring BMC to remedy the same;
- (e) BMC has defaulted any payment that has fallen due under the Agreement if such delay exceeds 90 (ninety) days;
- (f) BMC repudiates the Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
- (g) Any representation made or warranties given by BMC under this Agreement has been found to be false or misleading.

12.4 Termination for Contractor Event of Default

- 12.4.1 If BMC decides to terminate this Agreement pursuant to preceding Article 12.2, it shall in the first instance issue a preliminary notice ("**BMC's Preliminary Notice**") to the Contractor. Upon receipt of BMC's Preliminary Notice, the Contractor shall forward a copy of the same to the Lender.
- 12.4.2 Within 15 (fifteen) days of receipt of BMC's Preliminary Notice, the Contractor, shall submit to BMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Contractor's Proposal to Rectify**"). In case of non-submission of the Contractor's Proposal to Rectify within the said period of 15 (fifteen) days, BMC shall be entitled to terminate this Agreement by issuing a Final Termination Notice in the manner prescribed under Article 12.6.
- 12.4.3 If the Contractor's Proposal to Rectify is submitted within the period stipulated therefor, the Contractor shall have further period of 30 (thirty) days to remedy/ cure the underlying Event of Default. Upon receipt of the Contractor's Proposal to Rectify, BMC shall co-operate with the Contractor and shall attempt to mutually resolve the issue with the Contractor.
- 12.4.4 If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, BMC shall be entitled to terminate this Agreement, by issue of Final Termination Notice in the manner prescribed under Article 12.6.

12.5 Termination for BMC Event of Default

- 12.5.1 Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of BMC's Event of Default, the Contractor shall be entitled to terminate this Agreement by manner as set out under Article 12.6.
- 12.5.2 If the Contractor decides to terminate this Agreement pursuant to preceding Article 12.3, it shall in the first instance issue a preliminary notice ("**Contractor's Preliminary Notice**") to BMC. Within 15 (fifteen) days of receipt of Contractor's Preliminary Notice, BMC shall forward to the Contractor its proposal to remedy/ cure the underlying Event of Default ("**BMC's Proposal to Rectify**"). In case of non-submission of BMC's Proposal to Rectify within the period stipulated therefore, Contractor shall be entitled to terminate this Agreement by issuing Final Termination Notice in the manner prescribed under Article 12.6.
- 12.5.3 If BMC's Proposal to Rectify is forwarded to the Contractor within the period stipulated therefore, BMC shall have further period of 30 (thirty) days to remedy/cure the underlying Event of Default. If, however BMC fails to remedy/cure the underlying Event of Default within such further period

allowed, the Contractor shall be entitled to terminate this Agreement by issuing a Final Termination Notice in the manner prescribed under Article 12.6.

12.6 Final Termination Notice

12.6.1 If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Articles 12.4 or 12.5, it shall issue Final Termination Notice setting out:

- (a) in sufficient detail the underlying Event of Default;
- (b) the Termination Date which shall be a date occurring not earlier than 30 (thirty) days from the date of Final Termination Notice;
- (c) the estimated Termination Payment including the details of computation thereof as stipulated in this Agreement and,
- (d) Any other relevant information.

12.6.2 The Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (a) until termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the OWCs,
- (b) The Termination Payment payable by BMC in accordance with the Article 12.8.2 is paid to the Contractor on the Termination Date and the OWCs as on the Termination Date and the Sites, are handed back to BMC by the Contractor on the Transfer Date free from any encumbrance.

12.7 Withdrawal of Final Termination Notice

12.7.1 Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Final Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Final Termination 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 the Final Termination Notice.

12.8 Rights of Parties upon Termination

12.8.1 Rights of BMC upon termination are:

- (a) Upon termination of this Agreement on account of Contractor's Event of Default, the Contractor would not be entitled to any compensation from BMC and BMC shall be entitled to encash and appropriate the entire Performance Security or the O&M Performance Security as Damages.
- (b) Upon termination of this Agreement for any reason whatsoever, BMC shall, have the power and authority to:
 - (i) Instruct the Contractor to handover and transfer all the Sites, including the OWCs thereat, within 30 (thirty) days of such termination.

- (ii) If the Contractor fails or is unable to comply with (i) then after a reasonable period BMC may eventually take possession and control of the OWCs including all equipment, all or any tools and plants, material installed or stored;
- (c) Notwithstanding anything contained in this Agreement, BMC 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(s) in the employment of or engaged by the Contractor in connection with the OWCs or operation and maintenance thereof.

12.8.2 Rights of Contractor upon Termination are:

Upon termination of this Agreement on account of BMC Event of Default, BMC shall, either:

- (a) If Termination occurs prior to achieving the Commercial Operations Date, purchase the OWCs notwithstanding the completion status of the OWCs on an "as is where is basis" from the Contractor and the Contractor shall be entitled to receive from BMC, termination payment equal to 100% of the book value of the OWCs, which means the capital investment net of depreciation as on date of termination (the "**Termination Payment**");
- (b) If Termination occurs after the Commercial Operations Date, the Contractor shall be entitled to receive from BMC as Termination Payment the remaining/ outstanding Contract Price payable to the Contractor as on the date of termination;
- (c) In the event BMC refuses or is unable to pay the Termination Payment as required, the Contractor shall retain the OWCs, and the Contractor shall also be entitled to claim compensation, as maybe mutually decided between BMC and the Contractor, for losses related to the Project ("**Appropriate Compensation**") as may arise directly or indirectly from BMC Event of Default.
- (d) BMC shall, within a period as mutually agreed upon for days from the date when the Appropriate Compensation is decided, pay the Appropriate Compensation to the Contractor,
- (e) Notwithstanding anything contained herein, BMC shall not be entitled to take the OWCs unless and until BMC pays the Termination Payment.

12.8.3 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.

12.9 Termination for convenience

- 12.9.1 BMC reserves the right to terminate the contract, in whole or in part for its (BMC's) convenience, by serving written notice on the Contractor at any time during the currency of the Agreement. The notice shall specify that the termination is for the convenience of BMC. The notice shall also indicate, *inter alia*, the extent to which the Contractor's performance under the Agreement is terminated, and the date with effect from which such termination will become effective. In the event this Agreement is

terminated under this Article 12.9, Termination Payment shall be made to the Contractor in terms of Article 12.8.2 above.

ARTICLE 13 | DISPUTE RESOLUTION

13.1 Amicable Resolution

- 13.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference, claim or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, including those arising with regard to acts, decision or opinion of Bidhannagar Municipal Corporation (the "**Dispute**"), shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth below.
- 13.1.2 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 13.1.3 Either party may require such Dispute to be referred to the Principal Secretary, Urban Development & Municipal Affairs Department for amicable settlement. Upon such reference, the parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute.

13.2 Dispute Resolution

If the parties are unable to resolve the Dispute amongst themselves amicably by applying the provisions of Article 13.1 above, then any of the parties may approach the courts at prescribed in Article 14.3 below, for resolution of the Dispute.

ARTICLE 14 | MISCELLANEOUS

14.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Kolkata shall alone have jurisdiction to the exclusion of all other courts over all matters arising out of or relating to this Agreement.

14.2 Entire Agreement and Amendments

This Agreement together with the Appendices hereto constitute the complete, exclusive and entire statement of the terms of the agreement between the parties on the subject hereof. No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the parties therefrom, shall in any event be valid and effective unless the same is in writing and signed by the parties or their authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

14.3 Assignment

The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with BMC's prior written permission.

14.4 Sub contracts

The Contractor shall notify BMC in writing of all sub-contracts awarded under the Agreement. Such notification, shall not however, relieve the Contractor from any of its liability or obligation under the terms and conditions of the Agreement. It is made clear that for supply, installation, testing and commissioning of the OWCs, the Contractor is allowed to sub-contract only as provided in Appendix – IV hereto.

14.5 Waiver

14.5.1 The waiver by either party, including conditional or partial waiver, of any default by the other party in the observance and performance of any provision of or obligations under this Agreement shall:

(a) not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

(b) not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

(c) not affect the validity or enforceability of this Agreement in any manner.

14.5.2 No failure on the part of any party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a party to the other party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.

14.5.3 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 hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

14.6 Patent Rights

The Contractor shall, at all times, indemnify and keep indemnified BMC, free of cost, against all claims which may arise in respect of the OWCs for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against BMC or Bidhannagar Municipal Corporation, as the case may be, BMC shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to BMC or Bidhannagar Municipal Corporation.

14.7 Indemnification

The Contractor shall indemnify, defend and hold BMC, Bidhannagar Municipal Corporation harmless against any or all proceedings, actions and third party claims arising out of a breach by the Contractor of any of its obligations under this Agreement. This indemnity shall be limited in respect of making harmless to BMC, Bidhannagar Municipal Corporation and the Government of West Bengal. The Contractor shall indemnify BMC, Bidhannagar Municipal Corporation and the Government of West

Bengal against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the Contractor in execution of or in connection with this Agreement and against any loss or damage to BMC, Bidhannagar Municipal Corporation and the Government of West Bengal in consequence to any action or suit, or a legal proceeding, being brought against the Contractor for anything done or committed to be done in the execution of this Agreement. The Contractor will abide by the job safety measures prevalent in India and will free BMC, Bidhannagar Municipal Corporation and the Government of West Bengal from all demands or responsibilities arising from accidents or loss of life, on account of the Contractor's negligence and responsibility. The Contractor will pay all indemnities arising from such incidents without any extra cost to the BMC, Bidhannagar Municipal Corporation and the Government of West Bengal and will not hold the BMC, Bidhannagar Municipal Corporation and the Government of West Bengal responsible or obligated. BMC, Bidhannagar Municipal Corporation and the Government of West Bengal may at their discretion and entirely at the cost of the Contractor defend such suit, either jointly with the Contractor or severally in case the latter chooses not to defend the case and /or proceeding.

14.8 Survival

14.8.1 The Termination/ expiry of this Agreement shall not relieve any party of their respective obligations hereunder which expressly or by implication survives Termination/ expiry hereof.

14.8.2 Except as otherwise provided in any provision of this Agreement expressly limiting the liability of any party, the Termination/ expiry of this Agreement shall not relieve any party of its 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.

14.9 Confidentiality

No party shall, without the prior written consent of the other party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose, transfer, communicate to any Person or use in any manner for any purpose unconnected with the Project any information which is by its nature or is marked as "confidential", concerning the other (including any information concerning the contents of this Agreement) except to its directors, officers, employees, consultants, agents or representatives on a need to know basis or as may be required by any law, rule, regulation or any judicial process. This provision shall not apply to the following information:

- (a) already in the public domain, otherwise than by breach of this Agreement;
- (b) already in the possession of the receiving party on a lawful basis before it was received from the other party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- (c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
- (d) which is required to be disclosed by judicial, or administrative process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Competent Authority.

The Contractor and BMC accept and confirm that the provisions of this Article 14.9 shall survive the expiration or any earlier Termination of this Agreement.

14.10 Notices

- (1) 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, recognized courier service, registered post, electronic-mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses as specified below or such address, e-mail address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered at their respective addresses set forth below :-

If to BMC:

E-mail ID :-----
Fax No. :-----
Attn:

If to Contractor:

E-mail ID :-----
Fax No. :-----

Attn:

or such other address, or facsimile number as may be duly notified by the respective parties from time to time, and shall be deemed to have been made or delivered (i) if delivered personally or by courier, be deemed given upon delivery (whether accepted or not); (ii) if delivered by electronic-mail, be deemed given when electronically confirmed, and in the case of any communication made by facsimile transmission, when transmitted properly addressed to the facsimile number; and (iii) if sent by registered post be deemed given seven (7) days after the same has been sent.

- (2) In case any party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other party in writing prior to the adoption thereof.

14.11 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. The parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to Dispute Resolution under this Agreement or otherwise.

14.12 No Partnership

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the parties and the parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement. Neither party shall have any authority to bind the other in any manner whatsoever.

14.13 Language

All notices, correspondence, Project Agreements, documentation, designs and drawings, data, Test reports, certificates, specifications and standards and information in respect of this Agreement, under or in connection with this Agreement shall be in the English language. All other written and printed matter, communications, documents proceedings and notices, etc. pursuant or relevant to this Agreement shall be in the English language.

14.14 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.

14.15 Counterparts

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 the same document.

IN THE WITNESS whereof the Parties have placed their respective hands and seals hereto on the day, month and year first herein above mentioned

SIGNED, STAMPED AND DELIVERED SIGNED, SEALED AND DELIVERED BY:

For and on behalf of BMC by

In the presence of :

For and on behalf of the Contractor by

In the presence of :

APPENDIX – I | LETTER OF INTENT

[Copy of Letter of Intent (LOI) issued by BMC to the Contractor to be inserted]

APPENDIX – II | LIST OF SITES AND QUANTITY OF OWCs

The list of identified Sites within the corporation area of Bidhannagar Municipal Corporation where the OWCs are to be installed are as follows: -

List of locations for installation of 6 (six) OWCs with capacity of 1 TPD

Sl. No.	Locations	Ward Nos.	Coordinates
7.	AD vat	41	22°35'58.2"N 88°24'28.2"E
8.	SW - 7	37	22°34'28.54632" N 88°24'34.65828"E
9.	Baishakhi Vat	30	22°36'00.7"N 88°25'27.9"E
10.	EE Vat	32	22°34'45.0"N 88°25'34.1"E
11.	UCO Bank	34	22°35'18.7"N 88°24'38.2"E
12.	Vidya Dhari School, Opposite to Shamoli Abason	38	22°34'59.80548" N 88°24'6.77412"E

List of locations for installation of 4 (four) OWCs with capacity of 300 kg/day

Sl. No.	Locations	Ward Nos.	Coordinates
5.	BJ Vat	29	22°35'28.67748"E 88°25'32.1078"E
6.	BF-CF Vat	31	22°35'41.49672"N 88°25'7.6332"E
7.	Near Kendriya Vidyalaya No. 1, Near EB Block	40	22.585740 "N, 88.405824 "E
8.	AA Vat	41	22°35'58.2"N 88°24'28.2"E

APPENDIX – III | PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

[To be executed on Rs. 100/- non-judicial stamp paper]

B.G. No.

Dated: [●]

THIS DEED OF GUARANTEE is executed on this day of at Kolkata by [insert name of Bank] having its head/registered office at and its branch office at Kolkata at hereinafter referred to as the "**Bank**" or "**Guarantor**" (which expression shall unless excluded by or repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns);

IN FAVOUR OF :

Bidhannagar Municipal Corporation, having its office at Poura Bhavan, FD – 415A, Sector - III, Salt Lake City, Kolkata - 700 106, hereinafter referred to as "**BMC**" or "**Beneficiary**" (which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and assigns)

WHEREAS :

- (A) (the "**Contractor**") and Bidhannagar Municipal Corporation ("**BMC**"), have entered into an Agreement dated (the "**Agreement**") whereby BMC has agreed to the Contractor to carry out Supply, Installation, Testing and Commissioning, Operation and Maintenance of 6 (Six) 1 TPD and 4 (Four) 300 Kg/day Organic Waste Converter Machines At 10 (Ten) Sites within the corporation area Of Bidhannagar Municipal Corporation (the "**Project**")
- (B) The Agreement requires the Contractor to furnish a Performance Security to BMC of a sum of Rs...../- (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, to be kept valid at all times during the Delivery Period/ O&M Period, which is for a period of (the "**Guarantee Period**").
- (C) We,through our branch at (the "**Bank**") have agreed to furnish this bank guarantee ("**Bank Guarantee**") as Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to BMC upon occurrence of any failure or default in due and faithful performance of all or any of the Contractor's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as BMC shall claim, without BMC being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
2. A letter from BMC that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that BMC shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between

BMC and the Contractor, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, BMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for BMC to proceed against the Contractor before presenting to the Bank its demand under this Bank Guarantee.
5. BMC shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by BMC against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to BMC, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by BMC of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of BMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by BMC in respect of, or relating to, the Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by BMC on the Bank under this Bank Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of BMC under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of BMC in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BMC that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period or until it is released earlier by BMC pursuant to the provisions of the Agreement.
11. Notwithstanding anything contained herein :
 - i) Our liability under this Bank Guarantee shall not exceed Rs.

- ii) The Bank Guarantee shall be valid up to (“Expiry Date”..... of the Bank Guarantee).
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before the Expiry Date.
- iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

Signed and Delivered by _____ Bank
By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

APPENDIX – IV | SPECIFICATIONS OF THE OWCs

1. The Contractor is required to undertake supply, installation, testing and commissioning of organic waste converter machines with a capacity of 300 kgs/day – Four machines and 1000 kgs/day – Six machines. The OWCs will process the entire wet waste and convert the same into rich organic compost. The waste will be biodegradable in nature consisting of vegetable peelings, fish wastes, rotten fruits, cooked food having rice, vegetables, bird and animal meat, sweets, biscuits, eggs shells, fruits, garden wastes, etc.
2. The Contractor will submit to BMC the details regarding the manufacturer and model of the system to be installed by them.
3. The system should ensure hassle free operation in the longer run.
4. The system should meet the following technical parameters: -
 - Pollution removal system should persist in the system.
 - Air blower of required capacity should persist in the system.
 - No artificial heating component should persist in the system.
 - System should be built of MS (Mild Steel) with corrosion resistant paint and SS (Stainless Steel) cladding on all parts coming in contact of waste.
 - Waste and compost collecting vessel and separate handling mechanism.
 - Proper mechanical arrangement for compost mixing
 - The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process.
5. The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the Bio-degradable waste to Compost ready for use without further processing. The system should aim at:
 - Processing of biodegradable waste
 - Achieving zero waste and zero effluent
 - Generation of compost/organic fertilizer / soil enricher
 - Reduction in dumping yard overflow menace
 - Contractor must designate an area within the provided to store rejects (rejects not more than a day should be stored at the plant premise).
 - The system should have scope to accept a variety of raw biodegradable materials.
 - The compost generated in the process need to be weed-free and rich in organic carbon contents and should be in conformity with the FCO standards for compost quality;
6. Possibility of technology upgrade as per user requirement in future. Some of the additional components pertaining to the Pollution control systems are mentioned below:
 - Dry technology base scrubber (for smell removal)
 - Pollution removal system (if required), for waste water management
 - Unit complete with Civil, waste water handling, and flue gas management system;
 - Air blower of required capacity (for Odour control mechanism)
 - Acoustics system to meet the CPCB guidelines on permissible noise monitoring levels

7. All fabrication, erection works including electrical works (nearby power point and RCC (Reinforced Cement Concrete) platform for keeping the machine shall be provided) carried out by the contractor. The installation site should be visited before quoting the rate.
8. The system should be designed in such a way that it occupies less area. The area required for the system should not exceed 50 sq.mt for 300 kg/day OWCs and 100 sq.mt for 1 TPD OWCs
9. The equipment and accessories which would form part of the operations should have the following:
 - The system should be equipped with shredding mechanism as part of the process to obtain the finished product.
 - All equipment should adhere to the highest quality. Document supporting quality of systems and equipment must be provided
 - The bearings used in rotors should be of highest quality.
 - Control panel should have emergency start / stop button.
 - The protective cover should be provided for shredder and blade parts and other important part of the system.
 - The mechanism used for opening / lifting of lids for loading/unloading should be easy to handle.
 - System should have sturdy/heavy duty construction to last for at-least ten years.
 - Two sets of Instruction manual should be submitted to the concerned authority.
 - **Biomass / waste shredder:** Suitable contact surfaces with appropriate size to meet waste quantity by the motor, sink & segregation tray. Shredder will be used to shred organic food waste and garden waste. The other parts should be epoxy coated. (Of reputed brand make)
 - **The motor for vessel rotation:** Should be a heavy duty geared motor (ISI accredited), continuous duty with proper insulation (make should have reputed brand or equivalent for efficient designed capacity. MCB (Miniature Circuit Breaker) should be of ISI mark may be of make of reputed brand. Contactor, overload relay, timer should be of ISI mark may be of make of a reputed brand.
 - **Batch Size:** For 300 kg/day OWCs – At least 35 kg per batch and for 1 TPD OWCs – 125 kg per batch
 - **Weighing scale:** 1 to 100 kg capacity (ISI branded make)
 - **Stand for operator:** Suitable stand may be provided for operator of suitable size
 - **Other electrical components:** All remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards.

10. Emblem and Logo

The Contractor shall keep following specifications in consideration:

The emblem of project, logo and name of the municipality should be affixed by multi-colour sticker on the OWCs and supplier must paint messages along purpose to each as specified.

- a. Green Colour Bins: "Organic Waste Converter" in Bengali, Hindi and English language.
- b. The supplier will finalize the content of the message in discussion with BMC and will provide two sample OWCs with the MISSION NIRMAL BANGLA (U) as per the delivery schedule as mentioned in Section 2.2 of this

- c. The supplier shall provide sample of OWCs as per specification free of cost to BMC for approval before production.

APPENDIX – V | OPERATION AND MAINTENANCE REQUIREMENTS

1. The Contractor shall undertake comprehensive operation and maintenance of all the OWCs, including all equipment and accessories and the fabrication, erection and electrical works, and shall in this regard also undertake repair, replacement, operation and maintenance thereof during the entire O&M Period.
2. Contractor must designate an area within the provided to store inert and residual solid waste (rejects not more than a day should be stored at the any of the Sites).
3. The system should ensure hassle free operation in the longer run. However, in the event of failure of units, the repairs should be made available with 24 hours throughout the O&M Period.
4. The system should have scope to accept a variety of raw biodegradable materials.
5. The Contractor must ensure that the Sites are kept clean, with no unprocessed waste is kept lying on site (daily), as well as no finished products are stored for more than a week.
6. Inert and residual solid waste should be submitted at a pre-decided and designated location with infrastructure (bins and access to vehicle for circulation) in consultation with BMC. It is within the role of the Contractor to cater to such inert and residual solid waste on daily basis.
7. The organically rich Bio-degradable Waste shall be crushed along with addition of compost culture and adsorbent material for faster degradation of the waste. This will then be processed using in-vessel composting system for further curing system.
8. The Contractor shall procure for all the Sites, at its own cost, bacteria/culture, absorbent material like saw dust, cocopeat, etc. required for the OWCs.
9. The Contractor will conduct testing the quality of Compost from time to time from a NABL (National Accreditation Board for Testing and Calibration Laboratories) accredited laboratory and submit the certificates to BMC.
10. The Contractor shall buyback the Compost generated from the OWCs. The Contractor will buyback 100% of the Compost at the Buyback rates as provided in Article 9.1(C).
11. The Compost should be certified under Fertiliser Control Order (FCO) standard.
12. The Contractor should have full-fledged after sale service setup/ centre in Kolkata for this system and should attend the units within 24 hours for any types of failure. During the non-operation of the unit the entire waste should be handled by the Contractor.

APPENDIX – VI | DAILY WEIGHT SHEET

Details of Weighing Scale	
Location	
Capacity of Weighing Scale	
Date	
Time In	
Time Out	
Waste Quantity	

State Urban Development Agency

'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata - 700106

Email: wbsudadir@gmail.com

Memo No. SUDA - 606/2019/.....

Date: 06.12.2019

NOTICE INVITING e-TENDER FOR "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTROMECHANICALLY OPERATED, 36 Nos AUTOMATIC ORGANIC WASTE CONVERTER MACHINE (300KG/DAY) AT THE IDENTIFIED DIFFERENT LOCATIONS UNDER BIDHANNAGAR MUNICIPAL CORPORATION AREAS" THROUGH e-TENDER

NIT No :- 01/SWM/SUDA/WB of 2019 - 2020

Date :- 06.12.2109

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites rates from reputed and bonafide Suppliers/Manufacturers/ Agencies having experience and acumen in such work as noted below in the eligibility as depicted hereunder for "Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under Bidhannagar municipal corporation areas".

Data Sheet and Instruction to Bidders:		
1	Name of the Work	Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under Bidhannagar municipal corporation areas
2	Location of Supply	At different location under the jurisdiction of Bidhan-Nagar Municipal Corporation. (List of locations is annexed as Annexure - I)
3	Product Specification & Scope of work	<ol style="list-style-type: none">1. The bidder is required to Supply, installation, testing and commissioning of electromechanically operated, 36 Nos Automatic Organic Waste Converter machine (300Kg/day). The processing unit will process the entire wet garbage and convert the same into rich organic manure / compost. The waste will be biodegradable in nature consisting of vegetable peelings, fish wastes, rotten fruits, cooked food having rice, vegetables, chicken meat, sweets, biscuits, eggs, fruits, garden wastes, etc.2. The bidder will submit the details regarding the manufacturer and Model of the system to be installed by them.3. The system should be fully automatic and ensures hassle free operation in the longer run. However, in the event of failure of units, company repair person should be made available with 24 hours throughout the maintenance period.

		<p>4. The system should meet the following technical parameters-</p> <ul style="list-style-type: none"> • Dry technology base scrubber (for smell removal) • Pollution removal system (if required) • Air blower of required capacity • No artificial heating • Machine should not be consuming more than 8 kWh (Units) per day with connected load of 6KW. • System should be made up of MS with corrosion resistant paint and SS cladding on all parts coming in contact of waste. • Waste and compost collecting vessel. • PLC based automatic /auto cut operation • Proper mechanical arrangement for compost mixing • The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process. <p>The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the bio degradable waste to manure ready for use without further processing. The system aims at:</p> <ul style="list-style-type: none"> • Processing of biodegradable waste • Achieving zero garbage and zero effluent • Generation of manure/organic fertilizer / Soil Enricher • Reduction in dumping yard overflow menace <p>5. The system should have scope to accept a variety of raw materials.</p> <p>6. The manure generated in the process need to be weed-free and rich in organic carbon contents.</p> <p>7. Possibility of technology upgrade as per user requirement in future.</p> <p>8. All fabrication, erection works including electrical works (nearby power point and RCC platform for keeping the machine will be provided) shall be carried out by the contractor. The installation site should be visited before quoting the rate.</p> <p>9. The contractor should hand over all the certificates and testimonials to concerned authority.</p> <p>10. The bidder will conduct testing the quality of manure time to time from a NABL accredited laboratory and submit the certificates to the concern authority.</p> <p>11. The by-product- compost should be certified under Fertiliser Control Order (FCO) standard.</p> <p>12. The Bidder will submit the complete design, structural layouts, electrical drawings, etc. and get it approved by the concern authority before execution of the work.</p>
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13. The system should be designed in such a way that it occupies less area. The area required for the system should not exceed 50 sq.mt.

The system may consist of the following equipment:

- The outer material for the composter vessel should be made up of MS with corrosion resistant paint, well protected from environment, rigid enough to sustain total weight of the compost in the vessel.
 - The drums should rotate at a specific speed with rotor motor without any wear and tear to the drums. There should be an arrangement so that in the event of failure of rotor motor, machine should be functional.
 - There should be a shredder integrated with the system (specified later). An alternate feeding pathway for putting in pre-shredded material may be provided.
 - The drumalall other of the highest quality adhering to all quality the internals should be SS system. The documents for the quality of cladded.
 - The arrangements for aeration for scientific aerobic conditions and water drain arrangements should be made in the system. The arrangements should be explained by thebidder.
 - The bearings used in rotors should be of highest quality.
 - Control panel should have emergency start / stop button
 - The protective cover should be provided for shredder and blade parts and other important part of the system.
 - The mechanism used for opening / lifting of lids for loading/unloading should be easy to handle.
 - The system should turn even on full load easily.
 - System should have sturdy/heavy duty construction to last for at-least ten years.
 - 2 sets of Instruction manual should be submitted to the concerned authority.
14. **Biomass / waste shredder:** SS-304 make contact surfaces with 3 HP motor, sink & segregation tray. It will be used to shred organic food waste and garden waste. The other parts should be epoxy coated to provide better characteristics. (Make Crompton or equivalent)

		<ul style="list-style-type: none"> • The motor for vessel rotation: Should be a heavy duty geared motor (ISI). IP 55 continuous duty, F class insulation (make Crompton or Siemens or any other of the same grade) for efficient designed capacity • MCB should be of ISI mark may be of Legrand make or similar quality. Contactor, overload relay, timer should be of ISI mark may be of Siemens make or similar quality. • Weighing scale: 1 to 50 kg capacity (ISI approved make) • Stand for operator: SS-304 stand may be provided for operator of suitable size • Other electrical components: All Remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards. <p>15. Plant commissioning: Procurement of bacteria/culture, absorbent material like saw dust, cocopeat, etc. & commissioning at the place of installation/ operation shall be in scope of Bidder.</p> <p>General operation of the system</p> <p>The organically rich bio-degradable portion of solid waste is crushed and addition of compost culture and adsorbent material for faster degradation of the waste. This will then be processed using in-vessel composting system for further curing system.</p> <p>Buy back of Compost</p> <p>The bidder shall arrange for buyback of compost generated from the system either directly or make arrangement for the same through other agencies.</p> <p>Service Set Up: The bidder should have full-fledged after sale service setup/ centre in Kolkata for this system and should attain the units within 48hours for any types of failure. During the non operation of the unit the entire waste should be handled by the Bidder.</p>
4	Eligibility to participate in the Bid	<p>Proposal may be submitted by interested bidders only as a single entity. No Consortium/JV is allowed.</p> <p>For eligibility, the Bidder shall have at least:</p> <ol style="list-style-type: none"> 1. The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years as on 1st April 2019.

2. i) Intending bidders should produce credentials of a similar nature of completed work with Central & State Govt./PSU/ULB for supply & installation of at least 15 nos AOWC during 5(five) years in a single tender prior to the date of issue of the tender notice;
or,
ii) Intending bidders should produce credentials of 2(two) similar nature of completed work with Central & State Govt./PSU/ULB, for supply & installation of at least 11 nos AOWC during 5(five) years in a single tender prior to the date of issue of the tender notice;
or,
iii) Intending bidders should produce credentials of one single running work of similar nature with Central & State Govt./PSU/ULB which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above.

In case of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tender.

3. MOU / Joint Venture/ sub contract in any form will not be allowed or provided in this contract.
4. Bidder must have valid Trade License, PAN, and GST. Certificate of registration with the department of Industries in the state where the manufacturing plant is located and certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License. EPF and ESI certificate should also be submitted along with the proposal.
5. The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).
6. The Bidder shall furnish the Article of Association and Memorandum, if applicable.
7. The average annual turnover of the Bidders during the last three financial years should be not less than Rs. 1.0 crore. *[Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)]*
8. The Bidder should be solvent. Solvency Certificate of Rs. 1.0 crore. in favour of this specified Work, Tender ID & Tender Reference Number from any Scheduled/Nationalized Bank is to be submitted along with the bid.

		<p>9. The Bidder must have at least a Registered Office / Corporate Office / Branch Office in Kolkata/West Bengal. The Registered Office /Corporate Office / Branch Office should be in existence and operational for at least last one (01) year from the date of publication of this NIT.</p>
5	Documents to be produced in support of Credentials for Bid submission	<p>Following documents shall have to be furnished in two separate covers:</p> <p>1. COVER A: Technical Proposal</p> <ol style="list-style-type: none"> Covering Letter (Refer Annexure A, No. I) Average Annual Turnover of the bidder over the last three financial years (2016-17, 2017-18 & 2018-19 OR 2015-16, 2016-17 & 2017-18) certified by a practicing Chartered Accountant (Refer Annexure A , No. II) Statement of Legal Capacity (Refer Annexure A, No. III) Details about the Bidder (Refer "Structure and Organization" in Annexure A, No. IV) Company Certificates like Certificate of incorporation highlighting registration details along with the composition of Board of Directors, Trade License, MSME-Udyog Aadhar (if applicable) and GST Registration No, PAN No. and TAN No. IT returns for last three years. EPF and ESI registration Certificates. Statement of any Indictment: The Bidders should not be under active prosecution for criminal offence, litigation, court receivership or similar proceedings. A declaration to this effect has to be submitted. (Refer Annexure-A, No.VI) OEM Certificate - Declaration by the bidder for the authentication of the production of the equipment being supplied by them or the reseller procuring the same. (Refer Annexure - A, No.VII) <p>It may please be noted that non-provision of this declaration in this proposal will lead to rejection of the same.</p> <ol style="list-style-type: none"> Declaration that the Bidder or any of its staff had not been at any point of time blacklisted by any Government or its agencies or court of law or any other organization (Please refer Annexure A, No. V) Brief of court / legal cases pending, if any. Work Completion Certificates / Payment Certificates issued by competent authority along with work Order. Detailed Project experience during the period of last 05 years. Solvency Certificate from any scheduled bank in India. Certificate from Statutory Auditor / Chartered Accountant mentioning the amount of Working capital for the last financial year preceding the Bid Due Date and the amount of the same from the Bidder's own resources.

		<p>2. COVER B: Financial Proposal</p> <p>a. BOQ.</p> <p>Note: All documents in original shall have to be produced in due course of time as & when asked by State Urban Development Agency (SUDA) / UD&MA Department</p>
6	Earnest Money Deposit	<p>Rs. 3,00,000.00 (Rupees Three lakh only) as an initial Earnest Money Deposit shall be paid through online mode of payment (Payment link will be available in the website). This amount will be converted to security deposit for the successful bidder.</p> <p>Balance Earnest Money beyond Rs. 3,00,000.00 (if any, to fulfill 2% of amount offered) shall be deposited by the successful Bidder prior to acceptance of tender in the form of a Bank Draft obtained in favour of "Director, State Urban Development Agency", from any nationalized bank payable at Kolkata.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 12 months of completion of the contract period. No interest shall be payable on the deducted amount.</p> <p>EMD exemption is allowed for MSME enlisted Companies/Organization.</p>
7	Refund of Earnest Money	The EMD is interest free and will be refundable to the unsuccessful bidders within 15 days of signing of agreement with the Successful Bidder.
8	Cost Price of Bid Document	Nil
9	Goods and Service Tax (GST)	The Bidder should include GST in the cost of products/services. However, the Employer / Authority will pay to the Bidder, GST or any other tax replaced with it at the prevalent rate at the time of actual payment to the Bidder.
10	Currency	Bidder shall express the price of their assignment/job in Indian Rupees.

11	Tender Schedule as follows:	
Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	06.12.2019 at 12:00 noon
B.	Documents download start date (Online)	06.12.2019 at 2:00 pm
C.	Documents download	28.12.2019 at 12:00 noon

	end date (Online)	
D.	Date and time of Pre-bid meeting with the intending bidders in the office of the State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata - 700106	16.12.2019 at 3:00 pm at SUDA Conference Hall.
E.	Bid submission starting	06.12.2019 at 2:00 pm
F.	Bid Submission closing (Bid Due Date)	28.12.2019 at 2:00 pm
G.	Bid opening date for Technical Proposals	30.12.2019 at 3:00 pm
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

12	Duration of work	Supply should be completed preferably within 30 days from the date of signing of agreement.
13	Bid Document	<p>A complete proposal document consists of 2 parts. These are:</p> <p>1. Part-I containing :</p> <p>Section A: Instruction To The Bidders Section B: Terms of Reference / Scope of Work Section C: Conditions and requirements for bidding Section D: Definitions and Interpretations</p> <p>AND</p> <p>2. Part-II containing list of documents and credentials possessed by applying agency to be provided namely:</p> <p>Annexure A</p> <p>I. Qualification Application II. Financial Statement III. Statement of Legal Capacity IV. Details about the Bidder V. Statement of any Indictment VI. Detailed Project experience along with work order copy</p>

		<p>Annexure B Financial Proposal submission form</p> <p>Annexure C Press Advertisement inviting proposal</p>
14	Bid Evaluation	Detailed Bid Evaluation Criteria is given in the data sheet, Sl. No. 16. The Method of selection will be Least Cost Selection (LCS) Method. The client / Authority will select the Bidder with the lowest evaluated total price and rank the Bidders accordingly.
15	Form of Financial Proposal	Financial Bid shall be (as per BOQ) offered by the Bidder for undertaking the supply & services as mentioned in this document.
16	Bid Evaluation Criteria	<p>All the Bidders will be technically qualified if:</p> <ol style="list-style-type: none"> Complies with the Eligibility Criteria as mentioned in Sl No 4 to the satisfaction of the Authority Has submitted all the required statutory and non statutory document as is required or as is mentioned in this NIT The Technical proposal does not contain any reference to the financial proposal The Bidder has submitted EMD The technical proposal is unconditional <p>The Financial proposal of all the Bidders who qualify on technical parameters shall be opened and based on the lowest price offered; the L1 bidder shall be selected.</p>
17	Validity of Bid	180 days from the date of opening of the Financial part of the Bid.
18	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity period.
19	Acceptance of Bid	State Urban Development Agency (SUDA), reserves the right to accept or reject any or all proposals without assigning any reason thereto. SUDA reserves the right to withdraw from the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/or modify the process or any part thereof or to amend any terms without assigning any reasons. Since this is an e-tendering process, all the required documents are to be submitted through online only . SUDA shall not entertain any other mode of submission (post/courier/fax etc.) of proposal other than e-tender mode.
20	Intimation	The qualified Bidder(s) will be notified through email of the acceptance of their Bid. If at any time during the evaluation process, SUDA requires any clarification, they reserve the right to request such information from any or all of the agencies and the agencies will be obliged to provide the same within a reasonable timeframe. SUDA may also call for a presentation on the proposal from any or all of the Bidders who have submitted their proposals.

21	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render their Bid liable to rejection.
22	Name and address of the Tender Inviting Authority	Director, State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata - 700106
23	Execution of Work	Bidders are liable to execute the service as mentioned in "Terms of Reference / Scope of Work" in Section-B along with provisions provided in Sl.No: 3 above.
24	Evaluation	<p>Opening of Bid: - Proposals will be opened by SUDA electronically from the website using Digital Signature Certificate.</p> <p>Cover (folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.</p> <p>Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Bid Evaluation cum Tender Committee.</p> <p>Scrutiny of proposal, evaluation of the same and recommendation thereafter will be made by SUDA.</p>
25	Disqualification	A proposal that has been found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification. If any information (false/ unacceptable) is received by SUDA after the Bidder has been qualified to receive the Request for Proposal, SUDA reserves the right to reject the Bidder at that time or at any time after such information becomes known. The bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.
26	Execution / Entering into Contract	<p>SUDA shall issue a Letter of Intent (LOI) / Letter of Acceptance (LOA)/Supply order to the selected Bidder(s) based on the selection criteria.</p> <p>The bidder/(s) will sign the contract after fulfilling all the formalities/pre-conditions, within 07 days of issuance of the Letter of Intent / Letter of Acceptance /Supply order.</p> <p>The Bidder is expected to commence the Assignment/job on the date and at the location as mutually agreed upon.</p>
27	Special Terms and conditions	This notice constitutes no form of commitment on the part of SUDA other than to provide further information on the specific tasks to be undertaken as part of the proposal. Furthermore, this notice confers neither the right nor an expectation on any party to participate in the proposed process. Mere submission of proposal shall not entitle the participant for being shortlisted.

The Bidder shall bear all costs associated with the preparation and submission of the proposal. SUDA shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential.

Only the courts at Kolkata (with exclusion of all other courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the bidding procedure.

Intending bidder may download the tender document from the website <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate as necessary through e-Filing. Scanned copy of credentials to be submitted, details of which have been narrated in Section A under "Instruction to Bidders". Technical Bid & Financial Bid both will have to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per Tender Schedule.

Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

At any stage of bid process and before issuance of the LOI / LOA/supply order, the bid inviting authority may verify the credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is false or misleading; in that case, LOI / LOA/ supply order will not be issued in favor of the bidder under any circumstances and if issued it will be withdrawn with necessary consequences under law.

Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to upload such tender.

Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Tender documents before the Tender Inviting Authority during Pre Bid Meeting, beyond such period no representation in that behalf

		<p>will be entertained by the Tender Inviting Authority. No further clarifications will be entertained from the bidders after the completion of pre-bid meeting.</p> <p>The Tender Inviting Authority reserves the right to have pre Bid meeting with the intending Bidders if deemed necessary depending upon the nature of clarifications sought from Bidders within stipulated deadline.</p>
28	Confidentiality	<p>Information relating to evaluation of Proposals and recommendations concerning the selection of Consultant / Bidder shall not be disclosed to the Consultants / Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the executed Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer / Authority's antifraud and corruption policy.</p>
29	Number of Proposals	<p>A Bidder can submit only one proposal. If multiple proposals are submitted, all the proposals shall be out-rightly rejected.</p>

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION - A
INSTRUCTIONS TO BIDDERS

I. General Guidance for e-tendering

Instructions/ guidelines for bidders for electronic submission of the proposals have been enclosed for assisting them to participate in e-tendering.

II. Registration of Bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <http://wbtenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

III. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Informatics Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Website stated in Clause II of Instructions to Bidders. DSC is given as a USB e-Token.

IV. The Consultants / Bidders can search and download the Tender Documents electronically from computer by logging on to the website mentioned in Clause-II above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

V. Submission of Proposal

Proposals are to be submitted through online to the website stated in Clause II in one folder at a time before the prescribed date and time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The proposal should contain scanned copies of the following further two covers (sub folders):

A. Statutory Cover Containing

1. Prequalification Document

- i. Qualification Application (Annexure A, No. I)

2. Technical Document (To be filled, scanned and uploaded as multiple page scanned file)

- i. Financial Statement (Annexure A, No. II)
- ii. Statement of Legal Capacity (Annexure A, No. III)
- iii. Details about the Bidder (Annexure A, No. IV)
- iv. Statement of any Indictment(Annexure A, No. V)
- v. Detailed Project experience along with work order copy(Annexure A, No. VI)
- vi. OEM Certificate (Annexure A, No. VII)
- vii. Test Certificate (Annexure A, No. VIII)

NOTE: Bidders must ensure that the e-mail Id provided in the Registered Office Address is the same with which they have registered at the e-procurement portal (<http://wbtenders.gov.in>).

The bidder should not be under active prosecution for criminal offence, liquidation, court receivership or similar proceedings. It may please be noted that non provision of this declaration in this Bid **will lead to rejection** of the same.

1. Declaration that the Bidder or any of its / their staff had not been at any point of time **blacklisted** by any Government or its agencies or court of law or any other organization
2. Brief of **court / legal cases** pending, if any.

B. Non-Statutory Cover Containing / My Space

1. **Certificates:** GST Registration No, PAN No., TAN No, Income Tax return for last three years, EPF and ESI registration Certificates (**Scanned copies to be provided**).
2. **Organisation Details:** Registration details along with the composition of Board of Directors or details of lead partner or governing authority or trust as the case may be. It is to be noted that depending upon the legal nature of the bidder, the corresponding documents need to be submitted.
3. **Credentials:** Details of work experience during the period of last 05 years along with documentary evidence.

Intending Bidders should upload above documents as per following folders in My Documents

NOTE: Bidder must ensure that they upload documents in black and white & resolution (DPI) of the scanned document should not exceed 300.

Table 1: List of Documents to be uploaded in My Documents (Non-Statutory Folder)

e-Tendering System of Government of West Bengal			
Bidder Document Sub Category Master			
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A.	CERTIFICATES [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	A1. CERTIFICATES	<ol style="list-style-type: none"> 1. GST Registration No. 2. PAN No. and TAN No. 3. Income Tax return for last three years. 4. EPF and ESI registration Nos. 5. Test certificates 6. Make and Operational Effectiveness Certificate and Technical Brochure 7. Certificate issued by chartered accountant to be submitted for the validation of the annual turnover of the last three years.
B.	COMPANY DETAILS [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	B1. COMPANY DETAILS 1	<ol style="list-style-type: none"> 1. Certificates of incorporation and commencement of business highlighting registration details as is applicable to the legal status of the bidder 2. Composition of Board of Directors or details of lead partner or governing authority or trust as the case may be, as is applicable to the legal status of the bidder
C.	CREDENTIAL [Every folder corresponds to one single file (multiple page scanned file) and the file size should not be more than 1 MB]	C1. CREDENTIAL 1	<ol style="list-style-type: none"> 1. Project Experience during the period of last 5 years
		C1. CREDENTIAL 2	<ol style="list-style-type: none"> 1. Work Completion Certificates or Payment Certificates issued by competent authority for the projects mentioned. [For completed projects, provide payment certificate in case work completion certificate is not available]

Note: - Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.

VI. Qualification Criteria:

The Bidders must meet the following criteria:

- A. General Criteria:** As mentioned in Data Sheet
- B. Technical Criteria:** As mentioned in Data Sheet
- C. Financial Criteria:** As mentioned in Data Sheet

VII. Evaluation of Bid

Opening of Bid

- Proposals will be opened electronically from the website using Digital Signature Certificate.
- Decrypted (transformed in to readable formats) documents will be downloaded and handed over to the officials for evaluation.

Evaluation:

- Cover (sub-folder) of statutory documents shall be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Scrutiny of proposal and recommendation thereafter will be made by the Bid Evaluation cum Tender Committee.

Uploading of summary list of technically qualified bidders-

- Pursuant to scrutiny and decision of the Bid Evaluation cum Tender Committee, the summary list of eligible bidders will be uploaded in the web portals.
- During the process of evaluation, Bid Evaluation cum Tender Committee may summon the bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- Any document found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of qualification.
- If any information (false/ un acceptable) is received by Bid Evaluation cum Tender Committee after the Bidder has been qualified to receive the Request for Proposal, the Bid Evaluation cum Tender Committee reserves the right to reject the Bidder at that time or at any time after such information becomes known to Bid Evaluation cum Tender Committee.

Bidders not satisfying the requisite qualification criteria specified in the above sections are not eligible.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

Section B
Terms of Reference / Scope of Work

“Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas” as per the following specifications:

The O&M will be comprehensive including repair, replacement, operation and maintenance of all parts of the system.

Period of O&M : 5 years after installation

Terms and Conditions for Payments : The payment for installation of AOWC shall be made after successful supply and installation with all necessary connections made and after successful operation for one month. The payment for O& M deducting the Buy Back Amount shall be released every six months interval on satisfactory performance and certification by SUDA's officials.

Scope of work involved (Paid as well as Free O&M period):

1. The bidder is required to **Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300Kg/day)**. The processing unit will process the entire wet garbage and convert the same into rich organic manure / compost. The waste will be biodegradable in nature consisting of vegetable peelings, fish wastes, rotten fruits, cooked food having rice, vegetables, chicken meat, sweets, biscuits, eggs, fruits, garden wastes, etc.
2. The bidder will submit the details regarding the manufacturer and Model of the system to be installed by them.
3. The system should be fully automatic and ensures hassle free operation in the longer run. However, in the event of failure of units, company repair person should be made available with 24 hours throughout the maintenance period.
4. The system should meet the following technical parameters-
 - Dry technology base scrubber (for smell removal)
 - Pollution removal system (if required)
 - Air blower of required capacity
 - No artificial heating
 - Machine should not be consuming more than 8 kWh (Units) per day with connected load of 6KW.
 - System should be made up of MS with corrosion resistant paint and SS cladding on all parts coming in contact of waste.
 - Waste and compost collecting vessel.
 - PLC based automatic / auto cut operation
 - Proper mechanical arrangement for compost mixing
 - The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process.

The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the bio degradable waste to manure ready for use without further processing. The system aims at:

- Processing of biodegradable waste
 - Achieving zero garbage and zero effluent
 - Generation of manure/organic fertilizer / Soil Enricher
 - Reduction in dumping yard overflow menace
5. The system should have scope to accept a variety of raw materials.
 6. The manure generated in the process need to be weed-free and rich in organic carbon contents.
 7. Possibility of technology upgrade as per user requirement in future.
 8. All fabrication, erection works including electrical works (nearby power point and RCC platform for keeping the machine will be provided) shall be carried out by the contractor. The installation site should be visited before quoting the rate.
 9. The contractor should hand over all the certificates and testimonials to concerned authority.
 10. The bidder will conduct testing the quality of manure time to time from a NABL accredited laboratory and submit the certificates to the concern authority.
 11. The by-product- compost should be certified under Fertiliser Control Order (FCO) standard.
 12. The Bidder will submit the complete design, structural layouts, electrical drawings, etc. and get it approved by the concern authority before execution of the work.
 13. After completion of 5th year, the contract may be renewed.
 14. The system should be designed in such a way that it occupies less area. The area required for the system should not exceed 50 sq.mt.

The system may consist of the following equipment:

- The outer material for the composter vessel should be made up of MS with corrosion resistant paint, well protected from environment, rigid enough to sustain total weight of the compost in the vessel.
- The drums should rotate at a specific speed with rotor motor without any wear and tear to the drums. There should be an arrangement so that in the event of failure of rotor motor, machine should be functional.
- There should be a shredder integrated with the system (specified later). An alternate feeding pathway for putting in pre-shredded material may be provided.
- The drumal all other of the highest quality adhering to all quality the internals should be SS system. The documents for the quality of cladded.
- The arrangements for aeration for scientific aerobic conditions and water drain arrangements should be made in the system. The arrangements should be explained by the bidder.

- The bearings used in rotors should be of highest quality.
 - Control panel should have emergency start / stop button
 - The protective cover should be provided for shredder and blade parts and other important part of the system.
 - The mechanism used for opening / lifting of lids for loading/unloading should be easy to handle.
 - The system should turn even on full load easily.
 - System should have sturdy/heavy duty construction to last for at-least ten years.
 - 2 sets of Instruction manual should be submitted to the concerned authority.
15. **Biomass / waste shredder:** SS-304 make contact surfaces with 3 HP motor, sink & segregation tray. It will be used to shred organic food waste and garden waste. The other parts should be epoxy coated to provide better characteristics. (Make Crompton or equivalent)
- The motor for vessel rotation: Should be a heavy duty geared motor (ISI). IP 55 continuous duty, F class insulation (make Crompton or Siemens or any other of the same grade) for efficient designed capacity
 - MCB should be of ISI mark may be of Legrand make or similar quality. Contactor, overload relay, timer should be of ISI mark may be of Siemens make or similar quality.
 - Weighing scale: 1 to 50 kg capacity (ISI approved make)
 - Stand for operator: SS-304 stand may be provided for operator of suitable size
 - Other electrical components: All Remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards.
16. **Plant commissioning:** Procurement of bacteria/culture, absorbent material like saw dust, cocopeat, etc. & commissioning at the place of installation/ operation shall be in scope of Bidder.

General operation of the system

The organically rich bio-degradable portion of solid waste is crushed and addition of compost culture and adsorbent material for faster degradation of the waste. This will then be processed using in-vessel composting system for further curing system.

Buy back of Compost

The bidder shall arrange for buyback of compost generated from the system either directly or make arrangement for the same through other agencies.

Service Set Up: The bidder should have full-fledged after sale service setup/ centre in Kolkata for this system and should attain the units within 48hours for any types of failure. During the non operation of the unit the entire waste should be handled by the Bidder.

Detailed Specification:

The system should meet the following technical parameters-

- Dry technology base scrubber (for smell removal)
- Pollution removal system (if required)
- Air blower of required capacity
- No artificial heating
- Machine should not be consuming more than 8 kWh (Units) per day with connected load of 6KW.
- System should be made up of MS with corrosion resistant paint and SS cladding on all parts coming in contact of waste.
- Waste and compost collecting vessel.
- PLC based automatic / auto cut operation
- Proper mechanical arrangement for compost mixing
- The system should be eco-friendly and harmless to humans and animals. The reduction in volume of waste should be more than 70% at the end of curing process.
- The system should be easy to operate and maintain. It should be clean and not lead to mosquito breeding. It should completely convert the bio degradable waste to manure ready for use without further processing.

17. The system may consist of the following equipment:

- The outer material for the composter vessel should be made up of MS with corrosion resistant paint, well protected from environment, rigid enough to sustain total weight of the compost in the vessel.
- The drums should rotate at a specific speed with rotor motor without any wear and tear to the drums. There should be an arrangement so that in the event of failure of rotor motor, machine should be functional.
- There should be a shredder integrated with the system (specified later). An alternate feeding pathway for putting in pre-shredded material may be provided.
- The drum and all other of the highest quality adhering to all quality the internals should be SS system. The documents for the quality of cladding.
- **The arrangements for aeration for scientific aerobic conditions and water drain arrangements should be made in the system. The arrangements should be explained by the bidder.**
- The bearings used in rotors should be of highest quality.
- Control panel should have emergency start / stop button
- The protective cover should be provided for shredder and blade parts and other important part of the system.
- The opening / lifting of lids for loading/unloading should be easy.

- The system should turn even on full load easily.
 - System should have sturdy/heavy duty construction to last for at-least ten years
 - 2 sets of Instruction manual should be submitted along with the system.
18. **Biomass / waste shredder:** SS-304 make contact surfaces with 3 HP motor, sink & segregation tray. It will be used to shred organic food waste and garden waste. The other parts should be epoxy coated to provide better characteristics. (Make Crompton or equivalent).
- **The motor for vessel rotation:** Should be a heavy duty geared motor (ISI). IP 55 continuous duty, F class insulation (make Crompton or Siemens)for efficient designed capacity
 - **MCB** should be Legrand make, Contactor, overload relay, timer should be Siemens make.
 - **Weighing scale:** 1 to 50 kg capacity (ISI approved make)
 - **Stand for operator:** SS-304 stand may be provided for operator of suitable size
 - **Other electrical components:** All Remaining electrical components should be ISI make suitable for outdoor condition conforming to the best standards.
 - **Plant commissioning:** Procurement of bacteria/culture, absorbent material like saw dust, cocopeat, etc. & commissioning at the place of installation/ operation shall be in scope of Bidder.

It may be noted that the Authority will randomly select one AOWC among AOWCs supplied and shall ask the selected bidder to undertake test and any other allied quality test at the cost of the Selected bidder with the certification being provided in the name of State Urban Development Agency. Any quality failure shall result in rejection of the supplied bins, if any without the Authority being liable for any financial losses arising out of the same. Rejection of quality may also lead to cancellation of order placed. SUDA reserves the right to modify the order quantity by (+/-)10%

Emblem and Logo:

- a. The emblem of Project, logo and name of the municipality should be affixed by multi-colour sticker on the AOWCs and Supplier should also paint messages along purpose to each as specified.
- b. Green Colour Bins: "Automatic Organic Waste Converter" in Bengali, Hindi and English language.
- c. The supplier will finalize the content of the message in discussion with SUDA and will provide two sample AOWCs BANGLA (U) within 4 days from the issues work order.
- d. The supplier shall provide sample of AOWCs as per specification free of cost to SUDA for approval before production.

Special conditions of contract

1. The bidder will submit their offer for taking up O&M of the system for the entire duration of the 5 years period after installation. And the contract may be extended as per the discretion of the authority
2. The bidder will indicate the IS codes against all items and submit the data sheets. The bidder will submit 3 sets of "As built' drawings".
3. Based on the report of the ULB/SUDA, about any non-execution of the activity for a continuous period of seven days (excluding monsoon period) after due review by ULB, either a penalty may be imposed for the period of delay or may be permitted to rectify the default by completing the shortfall of any quarter in a year in next quarter, noncompliance of the same shall attract penalties as may be imposed by ULB.
4. ULB shall be liable for compensating the Operator for the losses incurred due to non-delivery of segregated organic waste to the plant.

TIME SCHEDULE FOR DELIVERABLES

Time schedule for deliverables will be need based and as laid down in the Contract.

PAYMENT SCHEDULE AND COMMERCIAL TERMS

Payment terms:

1. All payments will be made by the Director, SUDA.
 - a. Payments to be released against reach semi-annual invoice as submitted by the Supplier/Bidder with a confirmation from the respective ULBs about the receipt of the same item conforming to all applicable quality parameters and specifications as laid down in this document and the contract as signed.
 - b. The payment for installation of AOWC shall be made after successful supply and installation with all necessary connections made and after successful operation for one month. The payment for O& M deducting the Buy Back Amount shall be released every six months interval on satisfactory performance and certification by SUDA's officials.
2. Supply should be completed preferably within 30 days from the date of signing of Agreement.
3. Delay fine: 0.3% Penalty for delay beyond contract delivery period will be chargeable on pro rata basis per day for the number of day of delay on undelivered quantity.
4. Price should be for inclusive of all taxes & duties, transportation, freight & sample testing but excluding GST.
5. Price quoted should be firm and should remain valid up to 180 days from the date of opening of financial part of the tender.
6. Delivery to be made to respective allocated space of Municipal Corporations/ Municipalities.

7. The bidder shall guarantee that the work shall be free from any defects what so ever for a period of two (02) year Warranty Period from the date of commissioning of the work.
8. Any replacements/ repairs during the warranty period i.e., 24 months from the completion of supply should be the responsibility of the Bidder. Any defects or shortcomings found during execution of work and during the contract period from the completion of the entire work shall be attended /rectified by the bidder without any extra cost to the Employer. In case of failure to do so within 10 days from such notice from the SUDA, the Employer may get such rectification works carried out through any other firm and expenditure incurred by the Institute shall be recovered from any money due to the Contractor at the cost and risk of the contractor.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION - C

CONDITIONS AND REQUIREMENTS FOR BIDDING

1. Any clarifications sought may be done in Pre-Bid meeting and thereafter incorporation / modification will be subject to discretion of Tender Inviting Authority.
2. Submission of Bid document will not be allowed beyond the schedule time indicated in the Tender document.
3. Any conditional Bid will be liable for rejection.
4. SUDA reserves the right to reserve or amend the Bid documents prior to the date notified for submission of the Bid or also to extend the time mentioned in the NIT under intimation to the bidders.
5. Bids, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting Authority reserves the right of rejection of any Bid, which may be found to be defective during the detail scrutiny.
6. SUDA reserves the right to accept or reject any or all of the Bids received or to relax any clause without assigning any reason thereof.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

SECTION - D

DEFINITIONS AND INTERPRETATIONS

In the Tender, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) Turnover = Difference between Gross receipts derived from services and non-operating receipts such as dividends and interest income.

DIRECTOR
STATE URBAN DEVELOPMENT AGENCY

Annexure - A

I. Qualification Application

(To be written on the letterhead of the Applicant)

From:

.....
.....

To

The Director,
State Urban Development Agency (SUDA), ILGUS Bhawan, HC Block,
Sector III, Salt Lake City, Kolkata - 700106,
West Bengal,India.

Subject :- Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas.

Sir,

This is with reference to the tender dated.....2019 inviting proposal for Supply, installation, testing and commissioning of Automatic Organic Waste Converter (300 Kg/day including all accessories, equipment as detailed in technical specifications, required at site, weighing scale, electrical accessories, etc. complete in all respect. As specified in the Tender notice, having examined the Statutory, Non statutory documents, I hereby submit all the necessary information and relevant documents for evaluation. The application is made by me /us on behalf of ----- in the capacity -----
----- duly authorized to submit the proposal. We believe that we satisfy the eligibility criteria set out in relevant sections of the proposal document.

We propose to submit our proposal as (insert full name of bidding agency).

We declare that we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority against us which would adversely impact our ability to manage the project if awarded or which relates to a grave offence that outrages the moral sense of the community.

We also declare that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns .

We further declare that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our Chief Executive Office (CEO) or any of our Directors/Managers/ employees.

We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct and complete. I/We have furnished all information and details necessary for the proposal and have no further pertinent information to supply.

We understand that:

(a) Tender Inviting Authority/Bid Evaluation cum Tender Committee can amend / modify the scope of this project.

(b) Tender Inviting Authority/Bid Evaluation cum Tender Committee can reject any or all bids without assigning any reason. And also withdraw or cancel the bid process at any stage without any liability of whatsoever nature therefore.

I / We shall be glad to receive further communication on the subject.

Yours faithfully,

Enclosure: As per requirement:-

Authorized Signatory

Date of Submission
including title and capacity in which

Signature of bidder

application is made.

II. Financial Statement

1. Name of Bidding Agency:

2. Summary of Turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	2018-19 (Rs. In Lakh)	Average
Annual Turnover				

OR

	2015-16 (Rs. In Lakh)	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	Average
Annual Turnover				

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered Accountant

Name: Membership No.:

Name of the Firm with Seal

Date _____

Note: This form is required to be certified by a practicing Chartered Accountant

III. Statement of Legal Capacity

(To be forwarded on the letterhead of the entity submitting the Proposal)

Reference No. -----

Date: -----

To,
The Director,
State Urban Development Agency (SUDA)
ILGUS Bhawan, HC Block, Sector III, Salt Lake City,
Kolkata - 700106,
West Bengal, India.

Sub: Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas.

Sir/ Madam,

This is with reference to the advertisement dated2019 inviting proposal for Supply, installation, testing and commissioning of Automatic Organic Waste Converter (300 Kg/day including all accessories, equipment as detailed in technical specifications, required at site, weighing scale, electrical accessories, etc. complete in all respect

We have read and understood the contents of the Invitation for proposal and the advertisement and pursuant to this hereby confirm that :

We satisfy the eligibility criteria laid down in the Tender notice.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized* to submit the proposal.

Yours faithfully,

Authorized Signatory
For and on behalf of (Name of the bidding agency)

**Please attach a true copy of the Letter of Authorization / Board resolution certified by the authorized Signatory for the individual bidding company.*

IV. Details about the Bidder

A. Structure & Organization

- 1.** Name of bidding agency:
- 2.** Registered Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

- 3.** Kolkata Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

- 4.** Name of the Contact Person for this assignment:

Designation:

Address:

Telephone No. :

Cellphone No.:

E mail:

Fax No. :

Signature of applicant
including title and capacity in which
application is made.

V. Statement of any Indictment

(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)

Date:

To,
The Director,
State Urban Development Agency (SUDA),
ILGUS Bhawan, HC Block, Sector III,
Salt Lake City, Kolkata - 700106,
West Bengal, India

Sir/ Madam,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,

Signature(s) of Applicant(s)
Seal of applicant Name:

Designation:

VI. Detailed Project experience during the period of last 05 years along with work order copy

Sl. No.	Name of the Work	Organisation	Tendered Amount	Date of Work order	Date of Work Completion	Remarks
1.						
2.						
3.						
4.						

VII. OEM AUTHORISATION LETTER

Original Equipment Manufacturer's authorization letter (in Original Letter Head of OEM)

The Director,
State Urban Development Agency
Address

Dear Sir,

Subject : Direct Manufacturers Authorization Ref : Tender No: dated -----
Name of Work : - Tender for 'Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas.

We , an established and reputable manufacturer of Automatic Organic Waste Converter having Corporate / Registered office at (address of OEM) do hereby declare our reseller's office at, We at (name of contractor) hereby declare that we shall sign the contract with you for the supply of goods manufactured by us and shall also do all installation, technical support and maintenance obligation as required by the contract.

We hereby confirm and extend our full guarantee / warranty of two year for the products supplied by the above contractor for the said work.

Yours faithfully,

for

Signature of OEM.

VIII. TEST CERTIFICATES

As obtained from third part agencies

Annexure B - Financial Proposal Submission Form

THIS IS TO BE SUBMITTED AS PER FORMAT PROVIDED ONLINE ONLY

Bill of Quantities (BOQ)

Item 1: Price bid for Capital Cost

Description of item	Qty.	Quoted Rate including all taxes but excluding GST	GST for Supply and installation	O & M Cost for five Years including all taxes but excluding GST	GST for O&M for five years	Buy Back Amount including all taxes but excluding GST	GST for Buy Back Amount	Total
A	B	C	D	E	F	G	H	I = C+D+E+F - G-H
Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas.	36 Nos	Rate to be Quoted	To be Quoted	Rate to be Quoted	To be Quoted	Rate to be Quoted	To be Quoted	Calculated

Note:

1. Grand total of Column I in price bids will be considered for comparison of price bids.
2. Total of item (Capex, Opex and Buy Back) will be considered for overall evaluation of Financial Bid.
3. The rates should be filled by considering all the prevailing taxes.
4. GST, etc. should be considered while quoting rates since the same needs to be shown separately in GSTN compliant bills. No further request shall be entertained by the employer in respect of revision of taxes.
5. It is mandatory to fill all fields in tender. Incomplete fields and blank will not be considered.
6. The contractors are advised to visit all site before quoting the rates and get all the clarifications from the Institute.
7. The bidder will clearly mention the name of the manufacturer and model of the quoted product in the technical bid.

Accepted all terms and conditions.

AUTHORIZED SIGNATORY

Date :

Place : SEAL

ANNEXURE-C

(List of AOWCs along with proposed quantity with the location)

Name of work: Supply, installation, testing and commissioning of electromechanically operated, automatic organic waste converter machine (300kg/day) at the identified different locations under bidhannagar municipal corporation areas

List of identified locations in Bidhannagar for installation of OWCs

S.N.	Locations	Nos.	Capacity (MT)
1	Existing AD Vat (Sector I)	1	0.3
2	Existing AA Vat (Sector I)	1	0.3
3	Existing Baishaki Vat (Sector II)	1	0.3
4	Existing EE Vat (Cannel Side) (Sector III)	1	0.3
5	Existing Vat Opposite of UCO Bank (Sector)	1	0.3
6	Canal Side (Kestopur Khal), near 206 bus stand (Sector II)	1	0.3
7	Existing BF-CF Vat (Sector I)	1	0.3
8	AE MARKET (Sector I)	1	0.3
9	EC MARKET (Sector I)	1	0.3
10	IA MARKET (Sector III)	1	0.3
11	GD MARKET (Sector III)	1	0.3
12	BAISAKHI (Sector II)	1	0.3
13	KURNAMOYEE (Sector II)	7	2.1
14	LABONI (Sector I)	3	0.9
15	PURBACHAL (Sector III)	7	2.1

16	SRABONI (Sector III)	1	0.3
17	BAISAKHI (Sector II)	3	0.9
18	FALGUNI (Sector III)	1	0.3
19	BICHITRA (Sector III)	1	0.3
20	SHAMOLI (Sector I)	1	0.3
	Total	36	10.8



রাজ্য নগর উন্নয়ন সংস্থা

SUDA

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ
“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

ক্রমিক নং ...SUDA-606/2019/7797

তারিখ ০৫.১২.২০১৭

To
The Commissioner,
Bidhannagar Municipal Corporation,

Sub: ULB undertaking in context of setting up decentralized solid waste management facilities

Sir,

Perhaps you are aware, PwC, the Transaction Advisor engaged by SUDA for development of a cluster based solid waste management project involving the whole areas of BMC, NKDA and NDITA and three boroughs of KMC has submitted the Technical Feasibility Report on Cluster II SWM project for appraisal before the Technical Committee (SWM Task force) constituted in SUDA. Following the in-principle approval of the Committee, tender formalities for setting up of decentralized waste management facilities have been initiated.

Organic Waste Converter (OWC) is one of these facilities planned to be installed in 36 different locations in BidhanNagar. The area required for installation of OWC with fabrication is 40-50 sqmt considering which you have confirmed the proposed sites vide Letter no. 1921/BMC/GS/2019 Dt. 25.11.2019.

You may appreciate, for effective functioning of OWCs minimum waste guarantee should be ensured by setting certain conditions in RfP document as well as contract agreement. I therefore request you to take note on the following and confirm accordingly contemplating that SUDA would float RfP within next few days after taking approval from the competent authority in UD&MA Deptt.

- 1) It is understood the land parcels required for the decentralized facilities are available either under the possession of BMC or different Housing Societies. Here NoCs of the respective land owner need to be provided for land parcels possessed by authorities other than BMC.
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দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

Tel : 2358 6403/5767, Fax : 2358 5800, E-mail : wbsudadir@gmail.com

Account Section : 2358 6408



রাজ্য নগর উন্নয়ন সংস্থা

SUDA

STATE URBAN DEVELOPMENT AGENCY

“ইলগাস ভবন”, এইচ-সি ব্লক, সেক্টর-৩, বিধাননগর, কলকাতা-৭০০ ১০৬, পশ্চিমবঙ্গ

“ILGUS BHAVAN”, H-C Block, Sector - III, Bidhannagar, Kolkata - 700 106, West Bengal

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- 3) Minimum assured quantum of waste equivalent to at least 90% of total capacity of each unit, is to be provided daily to the decentralized units. Requirement of wet waste per OWC unit is approximately 300 kg per day.
- 4) Source segregation of the waste stream coming to the decentralized units is mandatory. You should notify mandatory source segregation in the wards where these OWC units will be installed, if not already done and ascertain the same from the respective bulk generators wherever applicable.
- 5) You have to develop a collection and transportation mechanism for handing over required quantum of segregated wet waste to the operator at the decentralized facility location on regular basis. This has to be planned in consultation with the concerned micro planning agency along with sustained IEC activities.

Looking forward to get an early reply from you.

Yours faithfully,

SDF 4/12/19

Director SUDA

দূরভাষ : ২৩৫৮ ৬৪০৩ / ৫৭৬৭, ফ্যাক্স : ২৩৫৮ ৫৮০০

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Minutes of the 5th Meeting of Task Force on SWM.

Date: 19 November, 2019

Time: 12:00 Noon

Venue: Chamber of Sri Santanu Mukherjee
(Jt. Secy of UD&MA Dept.)

List of Participants Present in the Meeting: Annexure – A

The meeting was chaired by the Director, SUDA. All the members & participants were welcomed.

The Technical Feasibility Report for Cluster II along with the draft RfP for the work “Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery and Scientific Land Disposal at Mollar Bheri” as submitted by the Transaction Advisor, PricewaterhouseCoopers Private Limited engaged by SUDA for development of a cluster based solid waste management project involving the whole areas of BMC, NKDA and NDITA and three boroughs of KMC was placed before the Technical Committee (SWM Task Force) in SUDA for their kind appraisal.

The soft copies of TFR and RFP had been shared with the members on e-mail. Executive Engineer (SWM) placed the hard copies before the members for discussion. The salient features of the Technical Feasibility Report are as follows:

- The TFR has been framed keeping conformity with the SWM Rule 2016, CPHEEO Manual and CPCB guidelines.
- The ULBs and important aspects of the towns are :-

ULBs	Area in Sq. Km.	Wards/Boroughs	Projected Waste Generation in the Year 2040 (TPD)
KMC	205	I,III,VII	783
BMC	60.5	All	1181
NKDA	30	All	70
NDITA	1.74	All	60
Total =			2094

- Projection of waste generation by the year 2040 is 2094 TPD, out of which 993 TPD is wet waste.
- The present waste generation (2020) under this cluster is 1354 TPD out of which 642 TPD is bio-degradable waste and 712 TPD is non-bio-degradable waste.
- The Transaction Advisor has proposed mostly a decentralized treatment facility of waste management for this cluster and indicated door to door collection and transportation of segregated waste that are mandated in SWM Rule 2016

Details of Decentralized Treatment Facilities :-

Sl No	Name of the ULB	Organic Waste Converter	Bio-methanation
1.	KMC	29 Nos @ 300kgs per day = 8.7 TPD	0
2.	BMC	38 Nos @ 300 Kgs per day = 11.4 TPD	4Nos @ 5TPD = 20 TPD
3.	NKDA	0	1Nos @ 5TPD = 05 TPD
4.	NDITA	0	0
Total =		67 Nos @ 300 kgs per day = 20.1 TPD	5Nos @ 5TPD = 25 TPD

The Transaction Advisor has also proposed Centralized Treatment Facilities adopting MRF, C&D waste treatment plant and Biomethanation plant of 550 TPD, 400 TPD and 400 TPD respectively, that are to be installed at a site comprising 20 acres of land in Patharghata mouza. The Compost Plant of capacity 500TPD & the Sanitary Landfill site of 432 TPD are to be developed at a site probably in South 24 Parganas.

Details of Centralized Treatment Facilities :-

Sl No.	Name of the Treatment Facility	Capacity of the Facility	Probable Location & Area Requirement
1.	Materials Recovery Facility (MRF)	550 TPD	At Patharghata, 5Acres
2.	Construction & Demolition Waste (C&D)	400 TPD	At Patharghata, 4Acres
3.	Biomethanation Plant	400 TPD	At Patharghata, 8Acres
4.	Compost Plant (CP)	500 TPD	At Bhangore, 10 Acres
5.	Sanitary Land Fill	432 TPD	At Bhangore, 65 Acres

- The Capital cost as indicated in the TFR is Rs. 329.09 Crore which covers centralized & decentralized treatment facilities, Up gradation of 20 acres land at Patharaghata, and Land Reclamation of Mollar Bheri. The O&M cost proposed by TA is Rs. 17.21 Crore per annum.

Sl No	Name of the Facility	Capacity of the Facility	Capital Cost in Rs Lakhs	Operation & Maintenance Cost in Rs Lakhs per annum
1.	Organic Waste Converter	20.1 TPD(67Nos)	777.2	120.6
2.	Decentralize Bio-methanation	25 TPD (5Nos)	1256.2	100.5
3.	Materials Recovery Facility (MRF)	550 TPD	3804.48	190.22
4.	Construction & Demolition Waste (C&D)	400 TPD	1151.7	57.585
5.	Biomethanation Plant	400 TPD	6400.0	146.0
6.	Compost Plant (CP)	500 TPD	2000.0	547.5
7.	Sanitary Land Fill	432 TPD	10753.92	374.4
8.	Other Up gradation work	20 Acre Land	1135.62	-
9.	Land Reclamation of Mollar Bheri	420739 Cum	2103.69	-
Total Project Cost excluding taxes			29382.81	1536.81
Considering 12% GST			3525.94	184.42
Total Project Cost including GST			32908.75	1721.23

- The technical aspects of various facilities proposed in the TFR including specification of OWC and bio-methanation plant were confirmed by the Technical Committee (SWM Task Force). The committee also advised the TA to submit RfP documents for different facilities immediately based on this TFR, so that tender for different facilities can be floated following the stipulated time line.

The meeting ends with thanks to all members.



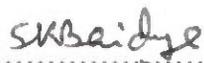
Debarati Dutta Gupta



Sri Santanu Mukherjee



Dr. Tapas Kumar Gupta



Sri Sisir Kumar Baidya

Sri Kalyan Roy Chowdhury

Annexure-A (Put on tabular form)

List of Technical Committee Members Present in the Meeting

1.	Debarati Datta Gupta	SUDA	Director
2.	Santanu Mukherjee	SUDA	Addl. Director
3.	Prof. Arunava Majumder	SWRE/JU	Professor
4.	Dr. Tapas Kumar Gupta	WBPCB	Chief Engineer
5.	Sisir Kumar Baidya	KMDA	Chief Engineer

List of other Dignitaries Present in the Meeting

1.	Arupratan Mukhopadhyay	UD & MA	Jt. Secretary
2.	Subhasish Chattopadhyay	KMC	DG (SWM)
3.	Surajit Bose	BMC	JMC
4.	Subir Das	SUDA	Executive Engineer
5.	Sutirtha Chatterjee	SUDA	Assistant Engineer
6.	Surya Kumar Mishra	SUDA	Assistant Engineer
7.	Ayan Majumder	PWC	SWM Expert
8.	Antara Ray	PWC	Associate Director
9.	Rupayan Dutta	PWC	Associate Director
10.	Saptarshi Mukhopadhyay	PWC	Senior Consultant

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To
The Commissioner,
Bidhannagar Municipal Corporation,

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Looking forward to get an early reply from you.

Yours faithfully,

Director SUDA



BIDHANNAGAR MUNICIPAL CORPORATION

Poura Bhawan, FD-415A, Sector-III, Salt Lake, Kolkata-106

No: 1921/BMC/GS/2010

Date: 25-11-2010

To
The Director,
SUDA,
Ilgus Bhavan, HC Block, Sec - III, Kol - 136.

Sub : Issue of NOC for Bio-methanation and OWC under Bidhannagar Municipal Corporation.

Sir

With reference to the above it is to inform you that this office has no-objection for setting up the bio-methanation and OWC in the following places -

List of places for Bio-methanation -

- Salt lake - Duttabad (sector I)
- Salt lake - IB (sector III)
- Salt lake - AK block (left to Kathgola Island), sector II
- Rajarhat - Harichand pally

List of places for Automatic organic waste converter locations (OWC) :

Sl. No.	Locations (Bidhannagar Municipal Corporation)	Nos.	Capacity (MT)
1	Existing AD Vat (Sector I)	1	0.3
2	Existing AA Vat (Sector I)	1	0.3
3	Existing Baisakhi Vat (Sector II)	1	0.3
4	Existing EE Vat (Cannel Side) (Sector III)	1	0.3
5	Existing Vat Opposite of UCO Bank (Sector)	1	0.3
6	Canal Side (Kestopur khal), near 206 bus stand (Sector II)	1	0.3
7	Existing BF-CF Vat (Sector I)	1	0.3
8	AE MARKET (Sector I)	1	0.3
9	EC MARKET (Sector I)	1	0.3
10	IA MARKET (Sector III)	1	0.3
11	GD MARKET (Sector III)	1	0.3
12	BAISAKHI (Sector II)	1	0.3
13	KURNAMOYEE (Sector II)	7	2.1
14	LABONI (Sector I)	3	0.9
15	PURBACHAL (Sector III)	7	2.1
16	SRABONI (Sector III)	1	0.3
17	BAISAKHI (Sector II)	3	0.9
18	FALGUNI (Sector III)	1	0.3
19	BICHITRA (Sector III)	1	0.3
20	SHAMOLI (Sector I)	1	0.3
Total :		36	10.8

In this context it may be mentioned that for Housing Complex necessary NOC will be given by the Land Manager, UD and MA Department.


COMMISSIONER

Bidhannagar Municipal Corporation

Memo No. :

Date :

Copy to :

1. Hon'ble MMIC, Conservancy, Bidhannagar Municipal Corporation.
2. Executive Engineer, Conservancy, Bidhannagar Municipal Corporation.

COMMISSIONER

Bidhannagar Municipal Corporation