



**SAGAR MUNICIPAL CORPORATION**

**REQUEST FOR PROPOSAL (RFP)**

**(Second Call)**

**RFP No. – SMC/SWM/E-Tender/2026/143**

**(Online Tender Number- 2026\_UAD\_506756\_1)**

**Name of  
the Work-**

**“Development of 120 TPD (Tons per day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”**

**Dated: 11.05.2026**

SAGAR MUNICIPAL CORPORATION.

e- Procurement Notification for RFP

No. **SMC/SWM/E-Tender/2026/143 Dated 11.05.2026**

**(Second Call)**

Request for Proposals are invited from Eligible Bidders for the work  
**“Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WiE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo-Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”**

RFP documents will be available in MP e-procurement portal ([www.mptenders.gov.in](http://www.mptenders.gov.in))

For any communication, contact us through mails [commsagar@mpurban.gov.in](mailto:commsagar@mpurban.gov.in)

**Sd/-  
Commissioner  
Sagar Municipal Corporation  
Sagar**

### Key Dates

Sl. No	Activity	Key Dates	Time
1	Publication of RFP in MP-e procurement portal	12.05.2026	10.30 AM
2	Last date and time for RFP Availability in MP-e procurement portal	26.05.2026	5.30 PM
3	Last date and time for submission of pre-bid queries	NA	NA
4	Date and Venue of Pre-bid Meeting: Pre-bid queries can be communicated through E mail. <a href="mailto:commsagar@mpurban.gov.in">commsagar@mpurban.gov.in</a> <b>Venue- Meeting Hall, Municipal Corporation Sagar (M.P.)</b>	NA	NA
5	Posting of replies to Pre-bid Queries, Corrigendum, Addendum or through email.	NA	NA
6	Last date for submission of online Bids	26.05.2026	5.30 PM
7	Last date for Physical Submission	NA	NA
8	Date of opening of technical bids (online/physical)	28.05.2026	3.00 PM
9	Date of opening of Commercial bids (online)	To Be Notify	
10	Officer Inviting Bids	Commissioner, Sagar Municipal Corporation.	
<p>For more details, contact: Sagar Municipal Corporation. Email: <a href="mailto:commsagar@mpurban.gov.in">commsagar@mpurban.gov.in</a></p>			
M: +91-9424696300			

## ACRONYMS

SMC	Sagar Municipal Corporation
COD	Date of Commercial Operation
DBFO	Design Build Finance Operate Transfer
DBO	Design Build Operate
CDMA	Commissioner & Director of Municipal Administration
GoMP	Government of MP Pradesh
GoI	Government of India
IE	Independent Engineer
ITB	Instructions to Bidders
ISO	International Standard Organization
LM	Lead Member
LoA	Letter of Award
Lol	Letter of Intent
RFP	Request for Proposal
SWM	Solid Waste Management
SPV	Special Purpose Vehicle
SLF	Engineered Sanitary Landfill Facility
TPD	Metric Tones per Day
ULB	Urban Local Body

## DEFINITIONS

"**ACT**" means the Environment (Protection) Act, 1986 (29 of 1986) as amended up-to-date

"**Appointed Day**" means the date of signing of this Agreement by the Parties or the date of handing over the Project Site to the Concessionaire, whichever is later.

"**Authority**" shall mean SMC Municipal Corporation ("SMC").

"**Authorization**" means the consent given by the MP Pradesh Pollution Control Board to the "Operator of a Treatment/Disposal Facility".

"**Bidder**" means a single entity or consortium of members submitting the proposals.

"**Bid Security**" shall mean the Security furnished by the bidder.

"**City**" means the city of SMC

"**Concessionaire**" shall mean the Selected Bidder which enters into the Concession Agreement with Authority pursuant to issuance the LOA.

"**Concession Agreement**" shall mean the agreement entered between the Authority and the Concessionaire pursuant to this RFP.

"**Concession Period**" is as defined in 1.5 of this RFP.

"**Consortium**" shall mean two or more parties coming together for submission of Bid in response to "this RFP" pursuant to Memorandum of Understanding signed between them.

"**Damages**" shall mean the damages payable by either Party to the other of them, as set forth in the Concession Agreement.

"**Disposal**" means final disposal of final disposal of inert(s) that are left after processing of Municipal Solid Waste.

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

"**Financial Bid**" shall mean a document quoting royalty to be paid to the SMC by the concessionaire in response to the RFP including clarifications and/or amendments and modifications made till the date of submission.

"**SMC**" mean Sagar Municipal Corporation.

"**Letter of Award**" or "**LoA**" means the letter issued by the SMC to the Selected Bidder whose Bid has been accepted by Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement.

"**Letter of Intent**" or "**Lol**" means the letter issued by the SMC to the shortlisted Bidder inviting their acceptance for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP and the Concession Agreement.

"**Liquidated Damage**" shall mean any loss/losses caused or sustained by SMC, Authority due to nonperformance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the SMC, Authority as per the terms and conditions of Concession Agreement

"**Local Authority**" shall mean SMC Municipal Corporation("SMC").

**"Municipal Authority"** shall mean SMC Municipal Corporation("SMC").

**"Municipal Solid Waste"** as defined in SWM Rules 2016 ("MSW").

**"Operation & Maintenance"** means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this RFP and Concession Agreement;

**"Operation & Maintenance Period"** means the period commencing from the date of commercial operation (COD) and ending on the last day of the Concession Period unless terminated earlier.

**"Operator of a Facility"** means the Concessionaire or his authorized representative duly approved by the Authority, who operates the proposed project.

**"Parties"** means the parties to the Concession Agreement collectively and "Party" shall mean any of the parties to the Concession Agreement individually;

**"Performance Security"** means the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with the Concession Agreement.

**"Project"** means all the activities envisaged to be carried out under this RFP;

**"Request for Proposal"** or **"RFP"** means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Concession Agreement and all the Annexure and Appendices attached to RFP and corrigendum, addendums issued by SMC.

**"Service provider"** means authorities who provide services like water, sewerage, electricity, telephone, roads, drainage etc.

**"Specifications and Standards"** means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority;

**"SPV"** means a special purpose vehicle company, to be incorporated by Selected Bidder (in case of Consortium,) under the provisions of the Companies Act 2013, pursuant to issuance of the LOA, for implementation of the Project in terms of Concession Agreement.

**"Storage"** means the temporary containment of process by-products, recovered resources, Bio-CNG, Energy, Compost etc.

**"Selected Bidder"** shall mean the Bidder to whom the LOA has been issued.

**"Taxes"** means any Indian Taxes such as GST on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, or Municipal Authority but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

**"Termination"** means termination of this Concession Agreement pursuant to Termination Notice in accordance with the provisions of the Concession Agreement but shall not, unless the context otherwise requires, include the expiry of the Concession Agreement due to efflux of time in the normal course.

## **INTERPRETATION**

In the interpretation of this RFP, unless the context otherwise requires:

- i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- ii. A reference to any gender includes the other gender.
- iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, Appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.
- v. Any reference to a person shall include such persons successors and assignees.
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.
- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
- viii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article.
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the words shall prevail.

## BACKGROUND OF THE PROJECT

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9<sup>th</sup> June 2014,

*“We must not tolerate the indignity of homes without toilets and public spaces littered with garbage. For ensuring hygiene, waste management and sanitation across the nation, a **“Swachh Bharat Mission”** was launched. This will be our tribute to Mahatma Gandhi on his 1120/30th birth anniversary being celebrated in the year 2019”*

SBM is being implemented by the Ministry of Housing & Urban Affairs (MoHUA) and by the Ministry of Jalshakti for urban and rural areas respectively. Further, the main objectives of the Mission are

- Elimination of open defecation,
- Eradication of Manual Scavenging,
- Modern and Scientific Municipal Solid Waste Management,
- To effect behavioral change regarding healthy sanitation practices,
- Generate awareness about sanitation and its linkage with public health,
- Capacity Augmentation for ULB's,
- To create an enabling environment for private sector participation in Capex (capital expenditure) and Opex (operation and maintenance),

In line with SBM (Urban) vision, Government of MP Pradesh has launched the Swachha MP Mission with a goal of achieving clean and healthy sanitation practices by 2019 to provide Swachha MP Pradesh. As a part of SBM goals towards disposal of Municipal Solid Waste in modern & scientific methods, Govt of MP intends to take up the proposed project.

Sagar Municipality has total number of wards in SMC is 48. It has the jurisdiction limit of an area of 33.75 km<sup>2</sup>.

As per record, the total quantity of Municipal Solid Waste is around 120 MT/day which is high as compared to the CPHEEO norms. This may be because of high percentage of silt generated during the desilting of the open drains as SMC does not have underground sewerage system.

In order to ensure compliance to Solid Waste Management Rules 2016, in view of processing of MSW using various available technologies, WtE of 120 TPD has been proposed by SMC .

**Volume - I**

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## PART 1 – Bidding Procedures

### Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

<b>1. Scope of Bid</b>	<p>1.1 With reference to the RFP notice, specified in the <b>Bid Data Sheet (BDS)</b>, the SMC, as specified <b>in the BDS</b>, issues this Bidding document for the provision of Works as specified in Section V, Work's Requirements. The name, identification, and number of lots (contracts) of this RFP are specified <b>in the BDS</b>.</p> <p>1.2 Throughout this bidding document:</p> <ol style="list-style-type: none"> <li>a. the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified <b>in the BDS</b>, distributed or received through electronic-procurement system used by the SMC) with proof of receipt.</li> <li>b. if the context so requires, "singular" means "plural" and vice versa; and</li> <li>c. "Day" means calendar day, unless otherwise specified as a "Business Day." A Business Day is any day that is a working day of Govt of MP. It excludes the Govt of MP's official public holidays.</li> </ol>
<b>2. Fraud and Corruption</b>	<p>2.1 SMC requires compliance with the Indian Penal Code 1860 and Prevention of Corruption Act 1988. SMC defines, for the purposes of this provision, the terms set forth below as follows</p> <ol style="list-style-type: none"> <li>a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among bidders (prior to or after tender submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition.</li> </ol> <p>2.2 Any effort by a bidder to influence the Department in the Department's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's tender.</p> <p>2.3 The Department will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question</p> <p>2.4 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit SMC to inspect</p>

	<p>all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors Appointed by SMC.</p>
<p><b>3. Eligible Bidders</b></p>	<p>3.1 A Bidder may be an Individual or a firm that is a private entity, a MP-owned enterprise or institution or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with a new JV agreement entered solely for the purpose of the said bid. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded</p>
	<p>the Contract, during contract execution. The Maximum number of JV members eligible is specified <b>in the BDS.</b></p> <p>3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>(b) has the same legal representative as another Bidder; or</li> <li>(c) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or</li> <li>(d) has a close business or family relationship with a professional staff of the SMC who: <ul style="list-style-type: none"> <li>(i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or</li> <li>(ii) would be involved in the implementation or supervision of such Contract.</li> </ul> </li> </ul> <p>3.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved.</p> <p>3.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB</p> <p>3.5. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the</p>

	<p>provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.</p> <p>3.5 The bidder shall not have been blacklisted by any of the Central government/ MP government/ Semi-government/ PSU's of central/ MP governments.</p> <p>3.6 Firms of all countries are eligible to Apply</p> <p>3.7 A Bidder shall provide such documentary evidence of minimum eligibility criteria satisfactorily to the SMC, as the SMC shall reasonably ask to submit.</p>
	<p><b>B. Contents of Bidding Document</b></p>
<p><b>4. Sections of Bidding Document</b></p>	<p>4.1 The Bidding document consists of PART 1, PART 2, PART 3 and PART 4 which includes all the sections specified below, and which should be read in conjunction with any Addendum, Corrigendum issued in accordance with ITB 6.</p> <p><b>Volume I</b></p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Bidders (ITB)</li> <li>• Section II - Bid Data Sheet (BDS)</li> <li>• Section III - Evaluation and Qualification Criteria</li> <li>• Section IV -Bidding Forms</li> </ul>
	<p><b>PART 2 Works Requirements</b></p> <ul style="list-style-type: none"> <li>• Section V - Scope of Work</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VI - General Conditions(GC)</li> <li>• Section VII- Special Conditions of Contract(SCC)</li> <li>• Section VIII - Contract Forms</li> <li>• Financial Bid</li> </ul> <p><b>Volume II</b></p> <p><b>PART 4Project Information Memorandum</b></p> <p>4.2 The Request for Proposal (RFP) issued by the SMC is part of the Bidding document. Each page of RFP shall be signed and submitted in Envelop of "ORIGINAL - TECHNICAL BID".</p> <p>4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and its updates on web portal to furnish with its Bid, all information and documentation as is required by the Bidding document.</p>

<p><b>5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>5.1 A Bidder requiring any clarification of the Bidding document shall contact the SMC in writing at the address specified <b>in the BDS</b> or raise it in writing during the pre-Bid. The SMC will respond in writing to any request for clarification, provided that such request is received prior to the deadline specified in Key Dates. The SMC shall upload the responses online in the MP e-procurement portal and its website and through mails to the intended bidder who have attended the pre-bid meeting or who have raised queries. It is the bidder's responsibility to check the portal regularly for any updates/postings. SMC will not hold any responsibility of posting the same to individual bidders.</p> <p>5.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>5.3 The Bidder and any of its personnel or agents will be granted permission by the SMC to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the SMC and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection</p> <p>5.4 The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>5.5 The Bidder is requested to submit any questions in writing, to reach the SMC not later than the time specified in 'Key Dates'.</p> <p>5.6 Minutes of the pre-Bid meeting, if Applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall also publish the clarifications as given in ITB 5.1 and Minutes of the pre-Bid meeting at the web page identified <b>in the BDS</b>. Any modification to the Bidding</p>
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	document that may become necessary as a result of the pre-Bid meeting shall be made by the SMC exclusively through the issue of an Addendum, Corrigendum pursuant to ITB 6 and not through the minutes of the pre-Bid meeting. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
<b>5.A. Sufficiency of the Bid</b>	The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his tender for the Scope of Work.
<b>6. Amendment of Bidding Document</b>	<p>6.1 At any time prior to the deadline for submission of Bids, SMC may amend the Bidding document by issuing addendum and corrigendum.</p> <p>6.2 Any addendum and Corrigendum issued shall be part of the Bidding document and shall be uploaded on the e-procurement portal(as specified in key dates) in accordance with ITB 4.3. SMC shall also publish the addendum and Corrigendum on the web page in accordance with ITB 5.6.</p>
	<b>C. Preparation of Bids</b>
<b>7. Cost of Bidding</b>	<p>7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the SMC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> <p><b>7.2 Transaction Fee:</b> It is mandatory for all the participating bidders to pay electronically the Transaction fee on MP Tenders Portal.</p> <p><b>7.3 Bid Processing Fee:</b> A bidding processing fee is payable only Online by the bidder. Scanned Copy of its Receipt shall be uploaded during the bid submission and shall be physically submitted along with the bid. The Bid Processing fee payable is specified <b>in the BDS</b>.</p>
<b>8. Language of Bid</b>	8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the SMC, shall be in English.
<b>9. Documents Comprising the Bid</b>	<p>9.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Authorization:</b> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB.3.1;</li> <li>(b) <b>Bid Security</b> in accordance with ITB 17;</li> <li>(c) <b>Conformity:</b> a technical proposal in accordance with ITB 14;</li> <li>(d) <b>Letter of Bid</b> prepared in accordance with ITB 10;</li> </ul>

	<p>(e) <b>Qualifications:</b> documentary evidence in accordance with ITB 15 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</p> <p>(f) <b>Schedules</b> including Bill of Quantities, completed in accordance with ITB 10 and ITB 12;</p> <p>(g) Any other document required <b>in the BDS.</b></p> <p>9.2 In addition to the requirements under ITB 9.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members</p>
<p><b>10. Letter of Bid and Schedules</b></p>	<p>10.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB</p> <p>18.3. All blank spaces shall be filled in with the information requested.</p>
<p><b>11. Alternative Bids</b></p>	<p>11.1 No alternative Bids shall be considered. Bidders submitting unsolicited alternative proposals will be summarily rejected.</p>

<p><b>12. Bid Prices and Discounts</b></p>	<p>12.1 The prices quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.</p> <p>12.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer.</p> <p>12.3 The price to be quoted in the Letter of Bid, in accordance with ITB 10.1, shall be the total price of the Bid.</p> <p>12.4 VOID</p> <p>12.5 Unless otherwise specified in the BDS and the Conditions of Contract, the rates and prices quoted by the Bidder are fixed.</p> <p>12.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions Applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 12.4, provided the Bids for all lots (contracts) are opened at the same time.</p> <p>12.7 All duties, taxes as mentioned in ITB 12.8 &amp; 12.9, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date shall be included in the rates and prices and the total Bid Price submitted by the Bidder.</p> <p>12.8 As part of the Contract Price, the Contractor shall, in connection with the Work, include all taxes as Applicable (like GST and/or sales tax, Octroi, Labour Cess, all Applicable duties, works contract tax and any other taxes including VAT, levies or royalties or Seignories etc. payable on the materials and equipment forming part of the Work), now or hereafter imposed, increased or modified from time to time and shall also include any other statutory obligations and no claims on this account shall be entertained or allowed at any stage subsequently.</p> <p>12.9 Contractor shall provide Form "C", Form "38" or any other forms and comply with all the formalities that may be required by the Central/MP Government for procurement of Owner supplied material.</p>
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	<p>All duties, insurances, taxes, and other levies payable by the Implementing Agency under the Contract, or for any other cause, as of the date of submission of bids, shall be included in the total bid price submitted by the Bidder. Bidder should be aware of its tax liability in the Client's country/MP (in which he is working) should be reflected in the Contract. No additional claims will be entertained or allowed at any stage subsequently.</p>
<b>13. Currencies of Bid and Payment</b>	<p>13.1 The currency of the Bid and the currency of payments shall be in Indian Rupees.</p>
<b>14. Documents Comprising the Technical Proposal</b>	<p>14.1 The Bidder shall furnish a technical proposal including a MPment of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work's requirements and the completion time.</p>
<b>15. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>15.1 To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms and submit true copies of all relevant documents as mentioned.</p> <p>15.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p>
<b>16. Period of Validity of Bids</b>	<p>16.1 Bids shall remain valid for the Bid Validity period specified <b>in the BDS</b>. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the SMC in accordance with ITB 20). A Bid valid for a shorter period shall be rejected by the SMCas nonresponsive.</p> <p>16.2 In exceptional circumstances, prior to the expiration of the Bid validity period, SMC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall also be extended for thirty days (30 days) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<b>17. Bid Security</b>	<p>17.1 The Bidder shall furnish as part of its Bid, a Bid Security as specified <b>in the BDS</b> in the amount as specified <b>in the BDS</b>.</p> <p>17.2 The Bid Security shall be paid in the form of <b>Online/ NEFT Bank Challan</b> Through MP Tenders Portal.</p> <p>17.3 If a Bid Security specified pursuant to ITB 17.1 is not submitted along with the bid then the bid shall be rejected as non-responsive</p> <p>17.4 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security of unsuccessful Bidders shall be returned within 60 days of award of work to the successful bidder</p> <p>17.5 VOID</p> <p>17.6 The Bid Security may be forfeited-</p>

	<p>if a Bidder withdraws its Bid during the period of Bid validity as mentioned in this RFP, or any extension thereto provided by the Bidder; or</p> <p>if the successful Bidder fails to:</p> <p>Sign the Contract in accordance with ITB 40; or</p> <p>Furnish a Performance Security</p> <p>17.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid.</p> <p>17.8 The validity of the Bid Security shall be 180 days</p> <p>17.9. This is Applicable as per clause 7.4</p> <p>17.10 No Exemption from Bid Security Shall be Allowed.</p>
<p><b>18. Format and Signing of Bid</b></p>	<p>18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 9 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified <b>in the BDS</b> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>18.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>18.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign (with blue colour pen only) on behalf of the Bidder. This authorization shall consist of a written Power of Attorney and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid (with blue colour pen only).</p> <p>18.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p> <p>18.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
	<p><b>D. Submission and Opening of Bids</b></p>
<p><b>19. Sealing and Marking of Bids</b></p>	<p>19.1 Unless specified in BDS in detail about submission process of the bid the following is to be followed. Bid should be submitted online and online documents are only considered for Bid Evaluation. However, Physical copy is required to be submitted once Contract is awarded.</p> <p>(A) The Bids needs to be submitted on the e-tendering portal i.e., <a href="https://www.mptenders.gov.in">https://www.mptenders.gov.in</a>.</p> <p>(B) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p> <p>19.2 All pages in the bid should be numbered Appropriately in serial order</p>
<p><b>20. Deadline for Submission of Bids</b></p>	<p>20.1 Bids must be received by SMC at the address no later than the date and time specified in the Key Dates. (Through ONLINE PORTAL)</p> <p>20.2 SMC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 6, in which case all rights and obligations of SMC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>

<p><b>21. Late Bids</b></p>	<p>21.1 SMC shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 20. Any Bid received by SMC after the deadline for submission of Bids shall be declared late, rejected.</p> <p>21.2 Bidders are encouraged to submit their bids well in advance and avoid last minute rush resulting in “nonresponsive website/ slow uploading/ server down/ server not working etc.” or any other case as it may be during the submission of the bids online on the e-procurement system. SMC will not be responsible for the occurrence of any of the above events.</p> <p>21.3 Evaluation of bids shall be based on the uploaded document. if there is any discrepancy between the physical and online documents, documents submitted online ONLY will prevail.</p>
<p><b>22. Withdrawal, Substitution, &amp; Modification of Bids</b></p>	<p>22.1 The Bidder may/will not be allowed to withdraw, substitute and modify their bid after it has been submitted and accepted by SMC. Any withdrawal of bids will result in forfeit of Bid security.</p>
<p><b>23. Bid Opening</b></p>	<p>23.1 Except in the cases specified in ITB 21 and ITB 22, SMC shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified <b>in the BDS</b>, in the presence of Bidders’ designated representatives.</p> <p>23.2 All envelopes shall be opened one at a time, reading out: the name of the Bidder and responsiveness of the bid.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
<p><b>24. Confidentiality</b></p>	<p>24.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process.</p> <p>24.2 Any effort by a Bidder to influence the SMC in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
<p><b>25. Clarification of Bids</b></p>	<p>25.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, SMC may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by SMC shall not be considered. SMC’s request for clarification and the response shall be in writing.</p> <p>25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in SMC’s request for clarification, its Bid may be rejected.</p>
<p><b>26. Deviations, Reservation and Omissions</b></p>	<p>26.1 During the evaluation of Bids, the following definitions Apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the Bidding document;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.</li> </ul>
<p><b>27. Determination of Responsiveness</b></p>	<p>27.1 SMC's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 9.</p>

	<p>27.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission.</p> <p>27.3 The SMC shall examine the technical aspects of the Bid submitted in accordance with ITB 14, in particular, to confirm that all requirements of Section V, Scope of Work have been met without any material deviation, reservation or omission.</p> <p>27.4 If a Bid is not substantially responsive to the requirements of the Bidding document, it shall be rejected by SMC.</p>
<p><b>28. Correction of Arithmetical Errors</b></p>	<p>28.1 Provided that the Bid is substantially responsive, SMC shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected,</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul> <p>28.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 28.1 shall result in the rejection of the Bid.</p>
<p><b>29. VOID</b></p>	
<p><b>30. Subcontractors</b></p>	<p>30.1 Unless otherwise stated <b>in the BDS</b>, SMC does not intend to execute any specific elements of the Works by subcontractors selected in advance by the SMC.</p> <p>30.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified <b>in the BDS</b>. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.</p> <p>30.3 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the SMC <b>in the BDS</b> as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications of the Bidder.</p>
<p><b>31. Evaluation of Bids</b></p>	<p>31.1 SMC shall use the criteria and methodologies listed in this ITB and Section III- Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By Applying the criteria and methodologies SMC shall determine the Most Advantageous Bid in accordance with ITB 34.</p> <p>31.2 To evaluate a bid SMC shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) The selection is based on Highest Royalty per month offered to SMC as <b>specified in BDS</b></li> <li>(b) The evaluation committee shall evaluate the Pre-qualification/eligibility criteria of the Bidders.</li> <li>(c) The bidders who qualify in the pre-qualification as <b>specified in the BDS</b> shall be treated at par and be considered eligible for opening of financial bid. Financial bids of only those bidders who are qualified in the eligibility criteria will be opened.</li> </ul>

	<p>(d) The bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities (BoQ), Activity Schedule, but including all works items, where priced competitively;</p> <p>(e) Price adjustment for correction of arithmetic errors in accordance with ITB 28;</p> <p>(f) Any other additional evaluation factors specified <b>in the BDS</b> and Section III, Evaluation and Qualification Criteria.</p> <p>31.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, Applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p>
<b>32. Comparison of Bids</b>	32.1 SMC shall compare the price bids of all substantially responsive and technically qualified Bids established in accordance with ITB 31 to determine the Bid that has the Highest Royalty per month offer to SMC.
<b>33. Qualifications of the Bidder</b>	<p>33.1 SMC shall determine to its satisfaction whether the eligible Bidder that is selected meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.</p>
<b>34. Most Advantageous Bid</b>	34.1 Having compared the quoted Bid Price, SMC shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Evaluation criteria as per Section III.
<b>35. SMC's Right to Accept Any Bid, and to Reject Any or All Bids</b>	35.1 SMC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
<b>36. Notice of Intention to Award</b>	36.1 After determination of Most Advantageous Bid as per ITB 34, SMC will issue Letter of Award to the successful bidder.
<b>F. Award of Contract</b>	
<b>37. Award Criteria &amp; Notification of Award.</b>	37.1 Subject to ITB41, SMC shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. SMC will issue Letter of Award to the Most Advantageous Bid
<b>38. Signing of Contract</b>	<p>38.1 Promptly upon Notification/Letter of Award, the successful bidder shall within 4 days submit Letter of Acceptance of work and within 10 days enter into the Concession agreement with the SMC after duly submitting the performance bank guarantee and completion of any other formalities.</p> <p>38.2 Within 3 working days from entering into the Concession agreement, SMC will issue a Work Order duly indicating the commencement date. Unless otherwise specified the date of commencement of work is the date of issue of Work Order.</p>

<b>39. Performance Bank Guarantee</b>	<p>39.1 Within 10 days of the receipt of the Letter of Award from SMC, the successful Bidder shall furnish the Performance Security as mentioned in accordance with the General Conditions of Contract 4.2, subject to ITB 34 and ITB 36.</p> <p>39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the SMC may award the Contract to the Bidder offering the next Most Advantageous Bid.</p>
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**Section II - Bid Data Sheet (BDS)**

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The reference number of the Request for Proposal (RFP) is: <b>SMC/SWM/E-Tender/2026/143 Dated 11.05.2026</b></p> <p>The name of the RFP is “<b>Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&amp;M period of 30 years.</b>”</p>
<b>ITB 1.2(a)</b>	<p><b>Electronic –Procurement System</b></p> <p>The following e procurement system will be used for bidding process. <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a></p> <p>The electronic-procurement system shall be used to manage the issuing of bid documents, submission and opening of bid documents including queries, issue of clarifications etc. following aspects of the Bidding process:</p>
<b>ITB 3.1</b>	<p>JV (Joint Venture) is allowed. Members in the JV shall not be more than - 2 (Two). The Bidder may form Special Purpose Vehicle “SPV” for the execution of this Contract, however it is not mandatory according to this RFP.</p>
<b>ITB 3.7</b>	<p>Minimum Eligibility Criteria shall be as presented in :<b>Section III - Evaluation and Qualification Criteria</b></p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 5.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the SMC address is: <b>Sagar Municipal Corporation, Sagar-470002, MP, India</b> Web: <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a> Attention: Commissioner SMC Mobile: 9424696300 Email: <a href="mailto:commsagar@mpurban.gov.in">commsagar@mpurban.gov.in</a></p>
<b>ITB 5.4</b>	<p>A Pre-Bid meeting shall take place as per the Key Dates</p>

<b>ITB 5.6</b>	As per ITB 5.1						
<b>C. Preparation of Bids</b>							
<b>ITB 7.2</b>	The transaction fee of this bid to be paid online on MP Tender Portal						
<b>ITB 7.3</b>	The Bid Document fee payable only Online is 50000/- Through MP Tenders Portal.						
<b>ITB 12.5</b>	The prices quoted by the Bidder shall be Fixed. However, the price adjustment will be given as per clause 13.3 of special conditions of contract.						
<b>ITB 16.1</b>	The Bid validity period shall be 180 days from the due date of submission of the bid.						
<b>ITB 17.1</b>	A Bid Security of Rs. 2500000 (Twenty Five Lakh) Through MP Tenders Portal.						
	<table border="1"> <tr> <td colspan="2"><b>As per ITB 19, the Single Envelop of Physical Bid Submission contains as presented in table below:</b></td> </tr> <tr> <td>Envelope-1</td> <td>“ORIGINAL - TECHNICAL BID”</td> </tr> <tr> <td>Envelope-2</td> <td>“COPY - TECHNICAL BID”</td> </tr> </table> <p><b>The submission contains for Technical Bid Envelop are presented below as per ITB 19 and requirements of Section III – Evaluation and Qualification Criteria.</b></p>	<b>As per ITB 19, the Single Envelop of Physical Bid Submission contains as presented in table below:</b>		Envelope-1	“ORIGINAL - TECHNICAL BID”	Envelope-2	“COPY - TECHNICAL BID”
<b>As per ITB 19, the Single Envelop of Physical Bid Submission contains as presented in table below:</b>							
Envelope-1	“ORIGINAL - TECHNICAL BID”						
Envelope-2	“COPY - TECHNICAL BID”						

	<b>Envelope-1</b> <b>“ORIGINAL - TECHNICAL BID”</b>	<b>Envelope-2</b> <b>“COPY - TECHNICAL BID”</b>
	Letter of Code of Conduct	Letter of Code of Conduct
	Original Demand Draft towards the bid processing Fee	Online Receipts towards the bid processing Fee
	Original Bid Security	Copy Bid Security
	Permanent account Number (PAN)	Permanent account Number (PAN)
	Technical Capacity Form EXP – 4.1	Technical Capacity Form EXP – 4.1
	completion certificate of the work executed as per experience project claimed in Form EXP – 4.1	completion certificate of the work executed as per experience project claimed in Form EXP – 4.1
	The turnover/networth/financial status. Form FIN- 3.1, FIN- 3.2 and FIN- 3.3	The turnover/networth/financial status. Form FIN- 3.1, FIN- 3.2 and FIN- 3.3
	The compliance sheet of technical specifications and with necessary documents	The compliance sheet of technical specifications and with necessary documents
	Letter of Bid	Letter of Bid
	Bidder Information Form ELI- 1.1	Bidder Information Form ELI- 1.1
	Bidder's JV Information Form ELI - 1.2, if Applicable	Bidder's JV Information Form ELI - 1.2, if Applicable
	Joint Venture Format, if Applicable	Joint Venture Format, if Applicable
	Certificate of Registration	Certificate of Registration
	Historical Contract Non-Performance, Pending Litigation and Litigation History Form CON – 2	Historical Contract Non-Performance, Pending Litigation and Litigation History Form CON – 2
	Technical Proposal	Technical Proposal
	Parent Company Guarantee, if Applicable	Parent Company Guarantee, if Applicable
	Self-attested copy of RFP Document	

<b>D. Submission and Opening of Bids</b>	
<b>ITB 20.1</b>	<p>Bidders are to submit the bids electronically as per ITB 1.2 (a). The electronic Bidding submission procedures shall be by e-procurement portal of GoMP i.e., <a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a></p> <p>After submission of the bid electronically (online) the bidder must submit physical copies of bids as per clause ITB 18.1 by the date given in <b>Key Dates</b>.</p>
<b>ITB 23.1</b>	<p>The Bid opening shall take place at:  Office Address: <b>O/o The  Commissioner Sagar Municipal  Corporation Sagar- 470002, MP, India</b>  Bid opening date and time shall be as per <b>Key Dates</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 31.2 (d)</b>	<p>Additional requirements Apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p>

### Section III - Evaluation and Qualification Criteria

The method of evaluation of the Most Advantageous Bid will be based on Cost Based Selection. It contains 3 steps as given below.

- A. Pre-qualification (PQ), B. Technical Evaluation, C. Financial Evaluation

Bidders who qualified in the Pre-qualification will be further evaluated for technical evaluations.

#### **A. Stage I:Pre-Qualification**

The SMC shall validate the following documents as per RFP. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

#### **Minimum Eligibility/Qualification Criteria:**

To be considered as technically qualified, a Bidder shall fulfil the following minimum eligibility criteria (the "Minimum Eligibility Criteria"):

**(A) Technical Capacity: For demonstrating technical Capacity and experience (the "Technical Capacity"), the Bidder shall have to fulfil the following condition:**

**(i) Experience in setting up Municipal Solid Waste (MSW) processing projects in the preceding 10 (Ten) financial years from the Bid due date, have:**

(a) Installed similar at least 01 (One) Waste to Energy (WtE) Processing project of minimum 10 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.

**Or**

(b) Installed similar multiple (more than one) Waste to Energy (WtE) projects of minimum cumulative 10 TPD Capacity, with minimum one (1) WtE project of at least 0.5 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.

**(c) And**

**(ii) Experience of Operation and maintenance of eligible projects i.e at least 0.5 TPD specified in above Clause (A) (i) for minimum 1 year in the preceding 10 (Ten) financial years from the Bid Due Date.**

**Or**

**(iii) Installed One system-based Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, or Conversion of Mixed MSW into resources like "Petroleum/ Power/Energy/Hydrocarbon Fuels/Carbon Products/Water/Gas/appropriate End Product etc." (Resource specification as per relevant standards) along with Operation & Maintenance for one year.**

**(B) The Bidder shall be required to have minimum Turnover/Net worth of an average of INR 10 Crores(Ten Crores) above on a cumulative basis in the preceding 3 (Three) financial years from the Bid Due Date. ( , FY22-23, FY23-24, FY 24-25)**

**Note-1:**

- I. In case an eligible project for accessing "the technical Capacity" has been jointly undertaken by the Bidder (as part of a consortium), then the entity claiming such experience under above Clause (A) (i) should have held in the company owning the eligible project, a minimum of 51% equity in the project for which the experience is being claimed. The claiming entity shall produce proof (such as certificate from statutory auditor or Client) of percentage shareholding in the project for which experience is being claimed.
- II. Sole Bidder/ JV Member can claim experience of their parent company or any other Subsidiary Company held by their parent company. However, such JV members must provide Parent Company Guarantee for themselves and for the subsidiaries whose credentials are being used to claim experience. The Parent companies shall be jointly and severally responsible for fulfilling contractual obligations of the JV. Parent Company Guarantee Format. Financial Capacity: For demonstrating financial Capacity, the Bidder shall have to fulfill the following conditions: (the "Financial Capacity")
- III. Similar projects mean "projects of Waste to Energy

(WtE) process" Note-2:

- a) The bidder should submit in Form EXP – 4.1 with attachments in support of the Technical qualification.
- b) The bidder should submit Form FIN- 3.1, FIN- 3.2 and FIN- 3.3 with attachments in support of the financial qualification.
- c) Necessary client certificate shall be enclosed for claiming the experience, failing which the bid will be rejected
- d) In case of JV, JV partners either or together should meet 100% of the criteria cited above.

**(C) And ensure following qualification requirements**

- a. Online payment Receipt towards the **bid processing Fee** Scanned Copy of its Receipt shall be uploaded during the bid submission and shall be physically submitted along with the bid in SMC as per the Key dates.
- b. Original Bank Guarantee/ FDR/ NSC or NEFT receipt in respect of **Bid Security** drawn from any Nationalized/ Scheduled/ Commercial Bank in favour of the Commissioner SMC Municipal Corporation, payable at SMC shall be submitted in SMC as per the Key dates.

c. Permanent account Number (**PAN**) of the bidder/Firm/Company/Society shall be submitted along with the latest tax returns.

d. A **work order/certificate** from the client of bidder certifying the allocation of work/successful completion of the work executed by the bidder may be uploaded along- with the tender documents.

e. The **turnover/net worth/financial status** of the bidder for the last Three Financial years duly certified by a Chartered Accountant shall be uploaded (scanned copy) along with the tender document.

f. Technical bids along with the compliance sheet of **technical proposal and specifications** and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, scanned and uploaded in e- tendering portal.

g. The bidder has to submit a **Letter of Bid** as per the format given.

h. The bidders should submit copy of valid **Certificate of Registration** attested by Company Secretary / Authorized Signatory if Applicable.

i. The bidder qualified/satisfies in Pre-Qualification (PQ) criteria (such as financial eligibilities, technical eligibilities) will be considered further for evaluation.

j. The bidder should meet all the eligibility criteria as per ITB 3 and submit documentary proof in (i) Form ELI- 1.1 and 1.2 with attachments and (ii) Letter of Bid.

k. The bidder (including members of JV) should provide information on History of Contract non- performance where (a) non-performance was not challenged by the bidder, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the bidder Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. The bidder should submit **Form CON- 2** Suspension based on poor execution of a Bid History of Litigation and Pending litigations and should submit Form CON- 2

o. International Experience to be counted while evaluating the Bids. International experience of the Bidder or any Consortium Member in the matter of design, construction and O&M of Waste to Energy (WtE) Plant and forward sale of various by- products count only if the company registered in India has rendered services abroad for the purpose of evaluation of Bids.

#### Stage II: Technical Evaluation

After Pre-Qualification evaluation, the Bids which are found to be responsive will be eligible for Stage- II technical evaluation. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 Marks. Along with the fulfilment of the

above-mentioned Minimum Eligibility Criteria, the Technical Qualification Bids of the Bidder shall be scored in the manner set out below. The minimum passing marks are 60 to become technically qualified bidder. The Bidders scoring more than 60 (sixty) passing marks shall be considered as technically qualified bidder. The Financial Bid of only technically qualified bidders shall be opened for Financial Evaluation. SMC at their discretion may consider the three bidders who scored highest if none of the bidders scores 60% and above which is the eligibility criteria considered for opening the financial bid.

The technical Capabilities of the bidders are evaluated based on the details submitted by the prospective Bidders and accordingly marks received based on marking system presented in the below table.

<b>Table: Technical Evaluation</b>			
<b>S.No.</b>	<b>Description of Parameters</b>	<b>Sub-section Marks</b>	<b>Max Marks</b>
<b>Financial Turnover</b>			
1.	The bidder should have an average annual financial turnover of at least Rs. 10.00 Crore above on a cumulative basis in the preceding 3 (three) financial years from the Bid Due Date. This should be duly certified by a Chartered Accountant.		20
1.1	a. Minimum 5 Cr	15	
1.2	b. Above 10 Cr.	20	
<b>Plant Set-up Experience</b>			
2	Experience in setting up Municipal Solid Waste (MSW) processing projects in the preceding 10 (Ten) financial years from the Bid due date, have:		20
2.1	(a Installed similar at least 01 (One) Waste to Energy (WtE) Processing project of minimum 10 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.	20	

<b>Table: Technical Evaluation</b>			
<b>S.No.</b>	<b>Description of Parameters</b>	<b>Sub-Section Marks</b>	<b>Max Marks</b>
2.2	(a) (b) Installed similar multiple (more than one) Waste to Energy (WtE) projects of minimum cumulative 10 TPD Capacity, with minimum one (1) WtE project of at least 0.5 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.	18	
2.3	Installed One system-based Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, or Conversion of Mixed MSW into resources like "Petroleum/ Power/Energy/HydrocarbonFuels/ Carbon Products/Water/Gas/ appropriate End Product etc."(Resource specification as per relevant standards)along with Operation & Maintenance for one year.	20	
<b>Operation and Maintenance Experience</b>			
3.	Experience of Operation and maintenance of eligible projects i.e atleast 0.5 TPD specified in above Clause (A) (i) for minimum 1 year in the preceding 10 (Ten) financial years from the Bid Due Date.	Per Experience	20
3.1	1 years and up to 5 years	15	
3.2	5 years and above	20	
3.3	deleted		
<b>Revenue from O&amp;M</b>			
4.	The Bidder have collected average annual revenue in O&M period from its Eligible project specified in Clause (A) (i) of <u>Minimum Eligibility/Qualification Criteria</u> per annum through sale of <b>Power/Energy/Resource etc.</b>		10

4.1	Min 20 Lakhs Per Annum	5	
4.2	Up to 30 Lakhs Per Annum	8	
4.3	30 Lakhs and above per annum	10	

<b>Table: Technical Evaluation</b>			
<b>S.No.</b>	<b>Description of Parameters</b>	<b>Sub-Section Marks</b>	<b>Max Marks</b>
<b>Additional Technical Competency</b>			
5.	Technical Evaluation of any Eligible Waste to Energy (WtE) MSW processing project of bidder		15
5.1	Installed One system-based Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, as per relevant standards.	5	
<b>7. Presentation</b>			
7.	<b>Presentation</b>		<b>15</b>
7.1	Detailed Presentation shall be given to the SMC Officials on, <ul style="list-style-type: none"> <li>• Approach &amp; Methodology to be adopted</li> <li>• Detailed work plan schedule and plan for Design and installation of various machineries installation right from inception to completion of the project.</li> <li>• Waste to Energy (WtE) processing (Process Flow)</li> <li>• Revenue Strategy from his own projects</li> </ul>	15	
8.	Total Marks (1 to 7)		<b>100</b>
<p><b>Note:</b></p> <p>If the Bidder has work experience outside India:</p> <p>a. Work orders/ Completion Certificates duly issued by a Notary from the Country of Origin and legalized by the Indian Embassy can be submitted.</p> <p>b. Alternatively, all Work Orders/Completion Certificates issued by the Client must be notarized by a Notary from the Country of Origin and legalized by the Indian Embassy. All Certificates must be translated in English and Notarized if Original Certificates are in language other than English.</p>			

Table: Technical Evaluation			
S.No.	Description of Parameters	Sub-Section Marks	Max Marks
c. However, if the Certificates provided by the Bidders from countries that have signed The Hague Legislation Convention 1961, legalization from the Indian Embassy is not required if it carries a conforming Apostille Certificate.			

## B. Price Bid Evaluation

The technically qualified Bidder who offers highest royalty per month to SMC shall be the successful bidder (H1) and shall be selected to award the project. Price Bids would be opened and evaluated as illustrated below.

### Illustration:

Step-1: It is assumed that 3 Bidders quoted the price bid as mentioned below.

S.No.	Description	Bid Price (Rs. Per month) (in Figure)
1	Bidder – 1	-45,000
2	Bidder – 2	1,20,000
4	Bidder – 3	70,000

### Note:

1. Positive Bid Price shall be considered as “Royalty” per month offered by Bidder to SMC
2. Negative Bid Price shall be considered as “Processing Fee” per month quoted by Bidder to SMC
2. For example, in the above table, the Bidder-1 has quoted Processing fee of Rs. 45,000 per month to SMC, whereas the Bidder-2 has offered Royalty of Rs. 1,20,000 per month to SMC.

Step-2: The above table shall be arranged in the ascending order as presented below,

S.No.	Description	Bid Price (Rs. Per month) (in Figure)	Highest
1	Bidder – 2	1,20,000	H1
2	Bidder – 3	70,000	H2
4	Bidder – 1	-45,000	H3

The Bidder – 2 secures highest position (H1) based on the criteria of highest Royalty to SMC presented above, hence Bidder-2 will be declared as the Successful Bidder and the project will be awarded to Bidder-2.

## Section IV - Bidding Forms

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## 1. Letter of Bid

**Date:** dd/mm/yyyy

To,

The Commissioner,  
Sagar Municipal Corporation, Sagar-  
470002, MP, India

**Subject: RFP No:- SMC/SWM/E-Tender/2026/143 Dated 11.05.2026**

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of RFP No:- SMC/SWM/E-Tender/2026/143 Dated 11.05.2026 of the work- **“Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”**

submit the following information/undertaking/declaration for consideration of SMC.

### 1. Price and Validity

- 1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the last date of submission of bids.
- 1.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

### 2. Bid Security

- 2.1 Amount of Earnest Money deposited (EMD): ₹ 2500000/- (Rupees Twenty Five Lacs only) in the form of **Online/NEFT Bank Challan Through MP Tenders Portal.**

---

### 3. **Bid Pricing (Financial Bid)**

3.1 We further declare that the RATES MPd in our proposal are in accordance with your terms & conditions in the tender document.

### 4. **Qualifying Data**

4.1 We confirm having submitted our qualifying data as required by you in your tender document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### 5. **DECLARATION**

I/We have also carefully read the terms and conditions of the bid document and undertake that I/we shall abide.

5.1 I/ We have examined and have no reservations to the Bidding Documents, including Addendum, Corrigendum issued in accordance with Instructions to Bidders ITB 6.

5.2 I/ We offer to execute in conformity with the Bidding Documents the above said work and accept the terms and conditions mentioned in the bid document

5.3 I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the bid document issued by the SMC.

5.4 We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 3.

5.5 I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the MP Government or any local authority as specified in the tender document.

5.6 I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.

5.7 I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.

5.8 I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government as per ITB clause 3

5.9 We agree to permit SMC or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors Appointed by SMC.

---

5.10 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

5.11 If our Bid is accepted I/ We commit to submit Performance Security to SMC in accordance with the bidding document.

5.12 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

**(Signature)**

**Seal:**

**Name:**.....

**Designation:**

..... **Business**

**Address:** .....

.....

.....

---

## 2. Bill of Quantities

The Bill of Quantities for the project of **“Development of 120/30 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at SMC City for Processing of Municipal Solid Waste of SMC and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 8 months and O&M period of 20 years.”**

shall be provided by Bidder in below table. The Bill of Quantities of required infrastructure shall be provided in accordance with the technical proposal submitted by Bidder based on the requirement of Scope of Work and Specification mentioned in Section V - Scope of Work.

Sr. no.	Item Description with specification	Quantity	Unit	Remark

**Note: The Bill of Quantities shall be prepared by Bidder considering the requirements of Scope of Work and Specification mentioned in Section V - Scope of Work. The requirements of Scope of Work and Specification mentioned in Section V - Scope of Work are the minimum requirements of Client, however Bidder is free to design and engineer the project facility with latest practiced and proved technology, and higher specifications.**

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## **Bidders Qualification**

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**Form ELI -1.1**

**Bidder Information Form**

Date: \_\_\_\_\_

RFP No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of

\_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"><li>Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3</li><li>In case of JV, JV agreement, in accordance with ITB 3</li></ul> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

---

**Form ELI -1.2**

**Bidder's JV Information Form  
(to be completed for each member of Bidder's JV)**

Date: \_\_\_\_\_

RFP No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"><li>Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3.</li></ul> 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form CON – 2**

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

\_\_\_\_\_ RFP No. and title: \_\_\_\_\_

\_\_\_\_\_ Page

\_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value in Rs.)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
Year of dispute	Amount in dispute (in Rs.)	Contract Identification	Total Contract Amount (in Rs)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

**Form FIN – 3.1:**

**Financial Situation and Performance**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

\_\_\_\_\_ RFP No. and title: \_\_\_\_\_

\_\_\_\_\_ Page

\_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (Rs.)	Historic information for previous 3 years, (in Rs.)		
	Year 1	Year 2	Year 3
<b>MPment of Financial Position (Information from Balance Sheet)</b>			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
<b>Information from Income MPment</b>			
Total Revenue (TR)			

Profits Before Taxes (PBT)			
<b>Cash Flow Information</b>			
Cash Flow from Operating Activities			

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	In Rs.
1		
2		
3		

---

**Form FIN – 3.2:**

**Annual Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

\_\_\_\_\_ RFP No. and title: \_\_\_\_\_

\_\_\_\_\_ Page

\_\_\_\_\_ of \_\_\_\_\_ pages

Highest Financial Turnover during the past 10 Financial Years = Rs.

SN	Last Three Financial Years	Annual Turnover (Rs. Cr.)	Multiplying Factor	Amount Equivalent to current year
1	FY- 1 (Latest)		1.10	
2	FY- 2		1.20	
3	FY- 3		1.30	

**Form FIN – 3.3:**

**Summary of Financial Capacity of Bidder**

(to be certified by the statutory auditor)

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

RFP No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder type	Annual Net Worth (In Rs. Crore) for preceding 3 Financial Year immediately before Bid Due Date			Annual Turnover (In Rs. Crore) for preceding 3 Financial Year immediately before Bid Due Date		
	FY- 1 (Latest)	FY- 2	FY- 3	FY- 1 (Latest)	FY- 2	FY- 3
Single entity Bidder / Lead Member of the Joint Venture/Consortium						
{Joint Venture/ Consortium Member 1}						
{Joint Venture/ Consortium Member 2}						
<b>Net Worth/Turnover for Single entity/ Joint Venture/Consortium</b>						
<b>Average Net Worth/Turnover for Single entity/ Joint Venture/Consortium</b>						

## Form EXP - 4.1

## Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member's Name \_\_\_\_\_

RFP No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Table: Technical Evaluation				Bidders Experience		
S.No.	Description of Parameters	Sub-Section Marks	Maximum Marks	Experience Claimed (Yes/No)	Details of the Experience Claimed	Supporting Document Page/ Reference No.
<b>Plant Set-up Experience</b>						
2	Experience in setting up Municipal Solid Waste (MSW) processing projects in the preceding 10 (Ten) financial years from the Bid due date, have:		20			

Table: Technical Evaluation				Bidders Experience		
S.No.	Description of Parameters	Sub-Section Marks	Maximum Marks	Experience Claimed (Yes/No)	Details of the Experience Claimed	Supporting Document Page/ Reference No.
2.1	(a) Installed similar at least 01 (One) Waste to Energy (WtE) Processing project of minimum 10 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.	0 or 20				
2.2	(b) Installed similar multiple (more than one) Waste to Energy (WtE) projects of minimum cumulative 10 TPD Capacity, with minimum one (1) WtE project of at least 0.5 TPD Capacity using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives.	0 or 18				

2.3	(c) Installed One system-based Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, or Conversion of Mixed MSW into resources like "Petroleum/ Power/Energy/Hydrocarbon Fuels/Carbon	0 or 20				
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Table: Technical Evaluation				Bidders Experience		
S.No.	Description of Parameters	Sub-Section Marks	Maximum Marks	Experience Claimed (Yes/No)	Details of the Experience Claimed	Supporting Document Page/ Reference No.
	Products/Water/Gas/ Appropriate End-Product etc."(Resource specification as per relevant standards) along with Operation & Maintenance for one year.					
<b>Operation and Maintenance Experience</b>						
3.	Experience of Operation and maintenance of eligible projects i.e atleast 0.5 TPD specified in above Clause (A) (i) for minimum 1 year in the preceding 10 (Ten) financial years from the Bid Due Date.	Per Experience	<b>20</b>			
3.1	1 years to 5 years	10				
3.2	5 years to 7 years	15				

Table: Technical Evaluation				Bidders Experience		
S.No.	Description of Parameters	Sub-Section Marks	Maximum Marks	Experience Claimed (Yes/No)	Details of the Experience Claimed	Supporting Document Page/ Reference No.
3.3	Above 7 years	20				
<b>Revenue from O&amp;M</b>						
4.	The Bidder have collected average annual revenue in O&M period from its Eligible project specified in Clause (A) (i) of <u>Minimum Eligibility/Qualification Criteria</u> per annum through sale of Power/Energy/Resource/ Waste processing fee.		<b>15</b>			
4.1	Up to 1 Cr	10				
4.2	Above 1Cr	15				
<b>Additional Technical Competency</b>						
5.	TechnicalEvaluationof any Eligible Waste to Energy (WtE)		<b>25</b>			

Table: Technical Evaluation				Bidders Experience		
S.No.	Description of Parameters	Sub-Section Marks	Maximum Marks	Experience Claimed (Yes/No)	Details of the Experience Claimed	Supporting Document Page/ Reference No.
	/MSW processing project of bidder					
5.1	Installed One system-based Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives purposes as per relevant standards.	0 or 10				
5.2	Consent to Operate (CTO) from MP Pollution Control Board /CBCB/any other competent authority.	0 or 5				
5.3	Petroleum and Explosive safety organization (PESO) license Approval for bottling and dispensing unit.	0 or 5				
5.4	Government Subsidy/ Central Finance Assistance (CFA) received for the developed project.	0 or 5				

**Note: The Bidder has to provide following details in the column “Details of the Experience Claimed” and reference to the supporting documents in the above table for experience which he wants to claim.**

1. Contract name: \_\_\_\_\_
2. Project Capacity (in TPD): \_\_\_\_
3. Brief Description of the Works performed by the Bidder: \_\_\_\_\_
4. Year of Commissioning: \_\_\_\_\_
5. O&M Period Completed (in Years): \_\_\_\_\_
6. Annual Revenue: \_\_\_\_\_
7. Amount of contract: \_\_\_\_\_
8. Name of Employer: \_\_\_\_\_
9. Address: \_\_\_\_\_
10. If the contract was in JV mention bidder responsibilities and achievement, Role of Bidder and his % of Equity: \_\_\_\_\_

### 3. Joint Venture Format

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ("Effective Date")

**BETWEEN M/s.** \_\_\_\_\_, a company incorporated, and having its registered office at \_\_\_\_\_.  
**(Hereinafter referred to as the "First Party"/"One Partner");**

**M/s.** \_\_\_\_\_) a company incorporated, and having Registered office at..... (Hereinafter referred to as the  
**"Second Party"/ "Each Partner");**

Hereinafter jointly referred to as the **"Parties"** and individually as **"Each Party"** or **"a Party"** as the case may be.

#### **WHEREAS,**

A) The **Government of MP Pradesh, Sagar Municipal Corporation, Sagar, MP Pradesh** (hereinafter referred to as the SMC or **"Employer"**) invited bid for

\_\_\_\_\_  
\_\_\_\_\_

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the **"JV"**) to jointly execute the above project in all respect

**NOW THEREFORE IT IS HEREBY AGREED** as follows

#### **ARTICLE 1: JOINT VENTURE:**

- 1.1. The Parties hereto agree to form the Joint Venture with \_ designated as the **One Partner and First Partner and the Lead Partner.**
- 1.2. \_\_\_\_\_ shall be the Second Member – or Second Partner
- 1.3. \_\_\_\_\_ shall be the Third Member – or Third Partner (insert more lines if more partners)

#### **ARTICLE 2: JOINT VENTURE NAME:**

2. The JV shall do business in the name of "**\_\_\_\_\_Joint Venture**".

#### **ARTICLE 3: JOINT AND SEVERAL LIABILITIES:**

- 3 The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the



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indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

**ARTICLE 7: Memorandum of Understanding:**

- 7.1 This **Memorandum of Understanding** shall be terminated: -
- a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or
  - b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **SMC** & mutual consent of the Parties, or
- 7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer.**

**ARTICLE 8: ARBITRATION:**

- 8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Commissioners/Chairman of \_\_\_\_\_&\_\_\_\_\_. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the \_and\_ any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be \_\_\_\_\_.

**ARTICLE 9: GOVERNING LAWS:**

- 9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the \_\_\_\_\_Laws.

**ARTICLE 10: CONFIDENTIALITY:**

- 10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

**ARTICLE 11: ADDRESS OF CONSORTIUM:**

- 11.1 Any and all correspondence from the **Employer** to the **JV** shall be addressed to **(name of JV)** at the address MPd herein below-(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.
- 11.2 The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address  
**(name of JV)**
- \_\_\_\_\_

**ARTICLE 12: Authorized Representative:**

12.1 The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

12.2 Authorized Representative of JV : \_\_\_\_\_

**ARTICLE 13: ASSIGN ABILITY:**

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

**ARTICLE 14: INTERPRETATION OF HEADINGS:**

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

**ARTICLE 15: OTHERS**

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. **Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract**

**ARTICLE 16: Forming Company on award of Contract**

16.1 We undertake to form a Special Purpose Vehicle (SPV) to be registered under Indian Companies Act on award of contract before signing of agreement if it is required or mandatory as per Tender Condition. We undertake that and we will be jointly and severally responsible to execute the works by a incorporated company and constituent company or by joint venture (JV) through Lead member of JV.

16.2 We as individual partners undertake to be responsible for completion of works and also for any recoveries if Applicable. We will be responsible to complete the works by Individual JV member or by the SPV/New Company.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by

For and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of

Name

Name

Designation

Designation

Signed by

For and on behalf of

\_\_\_\_\_

\_\_\_\_\_

In the presence, of

\_\_\_\_\_

Name

Name

Designation

Designation

#### 4. Bid Security (Bank Guarantee)

(To be on Rs. 100/-non-judicial stamp pMPer)

.....**Bank's Name, and Address of Issuing Branch or Office**.....

**Beneficiary:** ..... **Name and Address of Employer**..... **Date:**

.....

**Bid Security No.:** .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project

\_\_\_\_\_ **Name of the Project** \_\_\_\_\_ in response to the RFP No. \_\_\_\_\_ dated \_\_ issued by SMC Municipal Corporation (hereinafter referred to as SMC) and SMC considering such response to the RFP of \_\_\_\_\_ **[insert the name of the Bidder]** \_\_\_\_\_ as per the terms of the RFP, the \_\_\_\_\_ **[insert name & address of bank]** \_\_\_\_\_ hereby agrees unequivocally, irrevocably and unconditionally to pay to SMC at [SMC Municipal Corporation, O/o SMC municipal corporation, cinema road, SMC -533001] forthwith on demand in writing from SMC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ (words) only, on behalf of **M/s. [Insert name of the Bidder].**

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with ITB Clause 17 of this RFP] \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with ITB Clause 16 of this RFP] \_\_\_\_\_. SMC shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence] \_\_\_\_\_ -

The Guarantor Bank hereby agrees and acknowledges that the SMC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SMC, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SMC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions

and notwithstanding any objection by \_\_\_\_\_ *[Insert name of the Bidder]* \_\_\_\_\_ and/or any other person. The Guarantor Bank shall not require SMC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SMC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at SMC shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SMC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SMC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_ only) and it shall remain in force until

\_\_\_\_\_ *[Date to be inserted on the basis of ITB Clause 16 of this RFP]* \_\_\_\_\_ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SMC serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ *[Insert Name of the Bank]* \_\_\_\_\_

Banker's Stamp with Full Address.

Dated this \_\_\_ day of \_\_\_, 20\_\_

**5. FORMAT FOR AFFIDAVIT CERTIFYING THAT  
BIDDER/DIRECTORS(S) ARE NOT BLACKLISTED**

**(On Rs.100/- Stamp PMPer)**

**Affidavit**

I M/s.....(Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any MP government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on \_\_\_.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this .....Day of....., 201....

Name of the MPplicant

.....

..... Signature of the

Authorized Person

.....

..... Name of the

Authorized Person Note:

To be executed separately by all the Members in case of Consortium

## 6. Parent Company Guarantee

(To be on Rs. 100/-non-judicial stamp paper)

To

.....  
 .....  
 .....

..... Tel:

Fax:

**Sub: Bid for “Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”**

### Parent Company Guarantee

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Tender Documents.

WHEREAS in accordance with ITB 18.1 and Section III of RFP, this undertaking to provide a parent company guarantee is required because the Bidder or any party constituting the Bidder, including JV members, demonstrates compliance with the qualification criteria for this Tender on the basis [of the financial strength, experience or qualifications of its parent company] [AND/ OR] [that the JV members would form an SPV if required or mandatory in accordance with tender documents and guarantee the obligations of the SPV];

AND WHEREAS the undersigned is [the parent company of] [OR] [a JV participant in the Tenderer of];

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee as and when required by clauses of Tender document.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20

Name of Parent Company/ JV

Participant: Per:

Name

Title

Per:

Name

Title

I/We have authority to bind the party/corporation.

## 7. Letter of Code of Conduct

**Date:** dd/mm/yyyy

To,

The Commissioner,  
Sagar Municipal Corporation, Sagar-  
470002, MP, India

**Subject: RFP No:- SMC/SWM/E-Tender/2026/143 Dt. 11.05.2026**

Sir,

I/We, the undersigned Bidders, having read and examined in detail the terms and conditions in tender document in respect of RFP No., \_\_\_\_\_ Dt....., Name of the work- **“Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.**” Submit the following information/undertaking/declaration for consideration of SMC.

1. We hereby declare that we have not been involved in any kind of “corrupt practice” and “fraudulent practice” as per ITB 2. of this RFP document.
2. We hereby declare that if we are found involved in any kind of “corrupt practice” and “fraudulent practice” as per ITB 2. of this RFP document then it shall result in summarily rejection of our bid.

Thanking you,

Yours faithfully,

**(Signature)**

**Seal :**

**Name:**.....

**Designation:**

.....

**Business Address:**

.....

.....

## 8. Format for Technical Proposal

**Technical Proposal for the project: “Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”**

The Technical Proposal shall be prepared by Bidder considering the requirements of Scope of Work and Specification mentioned in Section V - Scope of Work.

**Note: The Technical Proposal shall be prepared by Bidder considering the requirements of Scope of Work and Specification mentioned in Section V - Scope of Work. The requirements of Scope of Work and Specification mentioned in Section V - Scope of Work are the minimum requirements of Client, however Bidder is free to design and engineer the project facility with latest practiced and proved technology, and higher specifications.**

Bidders are requested to undertake required reconnaissance studies and field level studies required by the Bidder to ensure that their Technical Proposal addresses the issues and meets the requirements of the project as outlined in the RFP. Bidders are open to carryout independent studies to confirm the validity of the information provided in the RFP.

The Bidder shall submit a Technical Proposal setting out the Approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements as set out in Schedules of the Draft Concession Agreement, Scope of work and Specification. The design and Approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW Rules 2016.

The Technical Proposal shall set out the following components:

- a) Methodology statement
- b) Concept design for development of Project Facilities
- c) PERT/CPM Chart
- d) Resource Utilization statement
- e) Area Allocation statement
- f) Operations & Maintenance Scheme
- g) Project Schedule
- h) Environment, Health & Safety Policy and Practice

### **a) Methodology MPment**

The Bidder shall provide a methodology statement, which broadly sets out the Approach to the Project. The methodology statement shall include the Bidder's Appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of Capital and

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operating costs. The methodology statement should clearly demonstrate the compliance of the Approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

**b) Process Flow Chart and Material Balance MPment**

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

**c) Resource Utilization MPment**

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

**d) Area Allocation MPment**

The Bidder shall set out the area utilization plan for the Project Site and Project Facilities including the sorting, segregation, composting, any other facilities and common areas etc.

**e) Operations and Maintenance Scheme**

The Bidder shall separately set out the operations and maintenance scheme for Project Site and Project Facilities. The maintenance (regular & emergency) schedules should also be indicated over the Concession Period.

**f) Time Schedule**

The Bidder shall indicate an activity schedule over the concession period including the construction activities and O&M activities.

**g) Environment, Health & Safety Policy and Practice**

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odor, fire, surface runoffs etc. needs to be elaborated.

## 9. FINANCIAL BID

To,  
The Commissioner,  
Sagar Municipal Corporation, Sagar-  
470002, MP, India

Sub: RFP No.                      Dt. .10.2024 the Project “**Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.**”

Dear Sir,

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by the SMC in the RFP document.

1) I/We are pleased to inform that I/We would offer our quote for carrying out the Project envisaged under the Scope of Work indicated in this RFP document as follows:

Bid Price	During the Operation & Maintenance (O&M) of Contract after COD of the Waste to Energy (WtE) plant		
	Unit	(In Figures)	(In Words)
<b>Royalty Amount</b> offered to SMC for the project	Rs. Per Month including all Applicable Taxes		
<b>Note:</b>			
1. <b>Positive Bid Price shall be considered as Royalty per month offered by Bidder to SMC</b>			
2. <b>Negative Bid Price shall be considered as Processing fee per month quoted by Bidder to SMC</b>			

2. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the [highest or the amount in words] will be considered.

3. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.

4. We confirm that our Financial Proposal is FINAL in all respects and contain No conditions.

5. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required

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to Design, Build and Operate Project, in the event that we are finally selected.

7. We confirm that we have provided the details of calculations made in arriving at this financial offer. We will furnish any additional information, if required by SMC.

Yours Faithfully,

For an on behalf of (name of bidder)

Duly signed by the Authorized signatory of the Bidder (Name, Designation and Address of the Authorized Signatory)

**Note: Bidders to note the following while filling-up the Financial Offer**

- The price bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted financial offer.
- The Bidder has to provide details of calculations made in arriving at this financial offer. SMC may examine the details provided and ask for additional information, if required.
- The Financial Bid shall be submitted in a separate sealed envelope duly written "not to be opened along with Technical Bid" on the top of envelop.
- The rate shall be quoted for per month including all complete.

**PART 2 –Scope of Work**

**Section V - Scope of Work**

**A. Work Requirement**

**Scope of Work of Concessionaire:**

**Scope of Work of Concessionaire**

15. To store, use, Appropriately market and sell or dispose all the process by-products obtained after the processing and treatment of the waste (including Manure, compost, Power (electricity), Co<sub>2</sub> and Residual Inert Waste) and to further retain and share any revenues generated from the sale of such products as per Contract/ Concession agreement;
16. To sell or otherwise dispose of all recyclables in compliance to statutory guidelines & Applicable rules.
17. All the necessary regulatory Approvals should be taken prior to the commencement of plant construction.
18. To obtain, maintain and renew all the Applicable clearances /permits as required for the project implementation, operation & maintenance.
19. Ensure arrangement for water and power supply at site at its own cost for Construction as well as for the Operation and maintenance of the proposed Facility.
20. Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out.
21. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
22. Access to the Project Site provided by Authority shall have to be maintained by the Agency to have easy movement of vehicles etc.
23. Shall be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
24. Ensure that the Project Sites remain free from all encroachments as it was handed over by SMC.
25. Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
26. The Agency shall also set up a leachate treatment facility/ waste water treatment and disposal system catering to Project Facilities in accordance of Applicable rules and regulations.
27. To adhere to the construction requirements as per the details project plan to be prepared by Agency and Approved by ULB/ Authority and standards/ guidelines for construction as per BIS, Solid Waste Management Rules, 2016 and other Applicable standards/ guidelines.

28. Provide fire protection measures and safety equipment for all workers at the site.

**Scope of Work of Concessionaire**

29. Entrance into the Project Site from outside the Site shall be restricted to one point. However, emergency exits may be provided in accordance with the Building Bye laws.
30. Rejects to be stacked at an earmarked area of the project site as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & Applicable norms until it is transported to the designated Sanitary Landfill of the SMC. Record of the residual solid waste/ reject's disposal quantity shall be maintained by the Agency.
31. Be responsible for the sale, marketing & transportation of all recovered materials (such reusable and Recyclable, Manure, Compost, Power (electricity), methane, Co2, Soil Conditioner, C&D, Soil, RDF any other by-product materials) to Appropriate vendors. (SMC will also provide all necessary support for the sale of Bi-Products to Appropriate vendors/organizations.)
32. The record of weighment of processed waste and recovered material sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency.
33. The revenue or the income from the sale of the Useful or any other by-product materials shall be shared by the Concessionaire/Agency's with SMC as per Contract/ Concession Agreement. However, before selling the recovered material, the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority
34. Adequate measures to avoid trespassing shall be taken by the Concessioner.
35. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
36. Allied Infrastructure such as Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge and its Cabin, Security Cabin, CCTV, Street Lighting, Water & Power line, Green belt shall be set up by the concessionaire/agency at the site as per Applicable norms.
37. Entire Allied Infrastructure and project facility shall be maintained by the concessionaire/Agency during the entire concession period at its own cost
38. Provide security arrangements for machineries, equipment etc. at

the cost of the Developer / Agency.

39. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and hand over to the concern agency.

### **Scope of Work of Concessionaire**

40. Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.
41. Complete the construction and commissioning work within the time period stipulated in the Concession Agreement in order to meet the Date of Commercial operation (COD).
42. The Concessionaire / Agency / Operator shall ensure that SMC is provided with adequate information of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
43. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Authority and form part of the O&M Plan and manual.
44. The Concessionaire / Agency / Operator shall be responsible for any non-compliance to any statutory requirement and for payment of penalty amount arising thereof.
45. In case of an outgoing pandemic such as Covid-19 during the project period, the agency shall adhere to all Applicable guidelines and rules released by regulatory authorities such as CPCB, SPCB, SBM etc. to take necessary measures against the pandemic.
46. The following data should be included in the progress reports (online) submitted by the Agency:
47. Monthly Quantity (By attaching copies of weighbridge of Incoming Waste, Processed Waste, recovered material & Rejects, Power (electricity), methane, Co<sub>2</sub>, Power, etc. produce) to be recorded.
48. Quantity of material and resource recovered in each day & month including RDF, recyclable material, soil conditioner, C&D, Power (electricity), methane, Co<sub>2</sub>, Power, etc and residual solid waste etc. as far as category wise to be recorded..
49. Leachate generation and management reports to be maintained
50. Product Quality test reports as and when conducted as per contract.
51. Agency can use the land for the purpose of this project only till concession period or termination of concession agreement whichever is earlier.
52. The concessionaire will be required to provide at site storage facility for various wastes processed.

### Scope of Work of Concessionaire

53. The concessionaire should carry out necessary geotechnical surveys for considering the hydrological and flooding potential at sites, in order to mitigate any effect on the activities during bio-mining in terms of leachate transport.
54. Weighment System: The Concessionaire has to set up weighbridge of required Capacity or any other suitable system for weighment as Approved by SMC for measurement of MSW to be processed. This weighment system should meet following conditions. It should be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SMC officials and competent authorities. It should be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by SMC) shall be provided by the Concessionaire. CCTV Recordings of operation of weighment system shall be provided as and when required by SMC officials and competent authorities.
55. The Concessionaire/Contractor shall set a soil, air and ground water environment baseline record
56. The Concessionaire/Contractor shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on annual basis or as per Conditions of the Consent to Operate.
57. The Concessionaire/Contractor shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area from authorized laboratories/agencies and submit the report on annual basis or as per Conditions of the Consent to Operate.
58. SMC will provide 120/30 TPD of MSW to the contractor and in case of shortfall of waste agency will be allowed to procure additional waste from outside duly taking Approval from the Commissioner, SMC, SMC.

#### Design

59. The Concessionaire/Contractor Shall Design, Supply, install, Commission and operate the Waste to Energy (WtE) Plant for a

O&M period of 20 years as per the SWM Rules 2016 (amendment if any) and comply with any other directions given by the competent authority.

60. Detailed engineering design and specifications of all Civil, Electromechanical and instrumentation proposed to meet the minimum technical criteria, specified

### Scope of Work of Concessionaire

in the Technical Bid, shall submitted by the bidder within 3 weeks of signing of the agreement.

#### **Supply and Erection**

1. Post Approval by SMC / SMC, the Bidder shall Assemble, fabricate all the components and inform the SMC / SMC, regarding the readiness of the equipment for inspection.
2. The Concessionaire/Contractor shall ensure that all steel materials are painted with anti-corrosive painting, in accordance with the international standards, so as to avoid corrosion.
3. The Concessionaire/Contractor shall follow the best available industrial specifications, safety norms and standards for manufacturing the equipment.
4. The Concessionaire/Contractor shall ensure that all machines and equipment supplied are new machines of recent conception, free of defects and operational failures.
5. Contractor shall provide all other electrical items including cabling from the SMC / SMC control panel in each of the sections to the individual motors and drives.
6. The Concessionaire/Contractor along with the supply of equipment, shall provide operators manual which shall contain detailed description, expected life time, technical data & performance curve, make, Capacity, safety measures to be considered etc.
7. The manufacture responsibilities are valid up to the expiration of the guarantee period. The manufacturer is required to intervene and to rectify each operating defect or irregularity which is due to fault of original design, manufacturing or material.
8. The Scope of Supply shall also cover the following, but not limited to:
9. The Design, Supply, Installation, Erection commissioning and Operation & Maintenance of 120/30 TPD Waste to Energy (WtE) Plant and Machineries shall also include mounting arrangement on the concrete floor, providing all ladders, railings and walkways wherever necessary for day-to-day operations.
10. Providing standard tool for regular service and operation works.
11. The Concessionaire/Contractor shall ensure that insurance is taken before dispatch.
12. The equipment shall be safely packed in crates or bundles whichever is suitable for safety of shipment.
13. The cost of shipment, transportation, duties, taxes, insurances shall be borne by the Concessionaire/Contractor.

### Scope of Work of Concessionaire

#### **Civil Works**

1. All the civil units shall be designed by the bidder and submitted to SMC / SMC for further Approval.
2. Post Approval by SMC / SMC, the Bidder shall commence the construction of Civil units as per the Applicable standards.
3. The materials used for construction shall be as per the Applicable standards and bidder shall submit the test reports regularly.
4. The bidder shall submit the Quality Assurance Plan for Civil works before commencement of works and SMC / SMC, shall periodically check the quality of construction.

#### **Commission and Trial Run:**

1. After Successful erection, each section shall be commissioned, and the desired output shall be achieved
2. The Contractor shall provide all consumables like hydraulic oil, or any required consumables to commission the plant

#### **Operation and Maintenance Contract:**

1. The Contractor shall be responsible for regular preventive maintenance of the systems and provide supply spares & consumables as a part of the Annual Maintenance Contract for 20 years including the Warranty Period. The Bidder shall depute manpower in required number and Technical Staff at the site for the entire period. No additional expenditure is envisaged to the Employer towards operation and maintenance during the 20 years.
2. The Concessionaire/Contractor shall operate the plant as per the SWM Rules 2016 and comply with any other directions given by the competent authority.
3. The Concessionaire/Contractor shall make all their endeavor towards maximization of revenues through sale of Bi products like CNG / CBG / Manure/ Co2 and any other.

## **B. Roles and Responsibilities of the Employer**

The roles and responsibilities of the SMC are mentioned in the table below for administrative perspective in order to ensure timely support to the concessionaire for the project implementation; however the Employer shall be solely responsible and accountable for the

fulfillment of all responsibilities of SMC and SMC mentioned below under this Contract Agreement.

### **Role and Responsibility of Employer**

<b>Role of SMC</b>
<ol style="list-style-type: none"> <li>1. Shall handover possession of project site to the Concessionaire as per Concession Agreement.</li> <li>2. Shall ensure Guaranteed 120/30 TPD of MSW supply with tolerance as 20 % weekly average and 15% Monthly average</li> <li>3. Shall Assist to the Concessionaire/Contractor to seek approvals, permissions &amp; authorization in a timely manner which Agency may require in connection with implementation of the project &amp; the performance of its obligation.</li> <li>4. Shall have right over assets and technology in case of Termination or expiration of Concession Period, whichever is earlier;</li> <li>5. Shall receive the Shared Revenue/Royalty as per the agreement.</li> <li>6. Shall do Collection of MSW from the SMC City limits and transport it to the proposed project site</li> <li>7. Shall allow access to the Sanitary Landfill Facility (SLF) of SMC for the disposal of inserts/ process rejects/ process residue up to 5% of the supplied quantity of MSW.</li> <li>8. Shall handover or take away the existing infrastructure of processing assets, deployed and used if any at Project Site, on as is where is basis to the Agency/Contractor as per Concession Agreement.</li> <li>9. Handover 3.75 to 4 Acres of land (0.25 Acre as Core area) to the Contractor on lease basis for the Contract period at nominal and Approved rates.</li> <li>10. Provide boundary wall around project site at the cost of SMC.</li> <li>11. Provide Approach road, Power, Water Supply line up to project site at the cost of SMC.</li> <li>12. SMC shall scrutiny the Site layout, Equipment Layout and specifications in detail and gives required Approval for Commencement of the work.</li> <li>13. SMC of the (Project Consultants) will inspect the quality of goods as per the standard norms and shall issue the Material Dispatch clearance. Shipment of equipment can be done only after Approval from the purchaser. Specifications for machineries shall be in accordance with BIS specifications &amp; other relevant standards.</li> <li>14. To provide electrical supply of required load up to one single point at site.</li> <li>15. To provide Water Supply up to one single point at site.</li> <li>16. To provide electricity supply load as per the plant requirement.</li> <li>17. To ensure permission to work during normal and extended hours.</li> </ol>

### C. Specification of the Waste to Energy (WtE) Plant

The following specification of the Waste to Energy (WtE) are the minimum requirements. The concessionaire may enhance the specification as per design and development requirements of the plant in Consultation with the SMC and Independent Engineer (IE).

<b>PROJECT: 120 TPD Waste to Energy (WtE) Plant</b>						
<b>CLIENT: SMC MUNICIPAL CORPORATION</b>						
<b>SHEET: TECHNICAL SPECIFICATION</b>						
<b>S No</b>	<b>Unit</b>	<b>UoM</b>	<b>Requirement</b>	<b>Length</b>	<b>Width</b>	<b>Height</b>

<b>S.No.</b>	<b>Category</b>	<b>Specification</b>
1	Technology	<b>Scope of Work of Concessionaire</b>

**General Scope of Work of Concessionaire:**

1. The Concessionaire/Contractor shall be responsible for design, build, supply, installation, testing, commissioning in 16 months period and 30 years of operation & maintenance of Waste to Energy (WtE) project Facility for processing 120 TPD MSW in compliance to SWM Rules-2016 & CPHEEO SWM Manual-2016, Applicable statutory norms and industry standards.
2. The Concessionaire/Contractor shall procure all necessary project assets (i.e. Plant and Equipment) including equipment, vehicles, machineries and others required for the successful execution of the proposed Project and ensure their timely maintenance, replacement and Capacity augmentation, as the case may be, during the entire duration of the Concession. Also, the Agency shall ensure Appropriate use and maintenance of existing infrastructure available at the processing site.
3. The Concessionaire/Contractor shall Design, Install, Commission and Operate the Plant and Produce Power/Energy/Hydrocarbon Fuels/Carbon Products/Water/Gas/ Appropriate End Product.
4. shall Connect Power to Grid and shall enter Power Purchase Agreement in case the end product is power.
5. shall Establish suitable dispensing and sale of the Bi-Products Produced
6. shall Explore the Techno Commercial opportunities for Bi-Products which will be derived as a bi product.
7. shall Explore the Techno Commercial opportunities for CO<sub>2</sub> which will be derived as a bi product.
8. shall ensure the project Technically and Commercially Viable with Revenue Sharing to the SMC.
9. shall maximize the revenue from Sale of Bi-products and Revenue sharing with SMC.
10. shall provide power/ Energy / Electricity etc., on agreed subsidized rates to SMC/ DISCOM
11. shall have full freedom in Engineering the plant and SMC shall take the advantage of Expertise of Operator
12. may receive mixed MSW from the client the project site.

		<p>13. shall provide suitable system of adequate and Appropriate Capacity as per Plant Design requirements.</p> <p>14. shall establish a pre sorting/segregation unit if required.</p>
2	Plant Capacity	120 Tons Per Day (TPD) of mixed waste
3	Waste Type	Mixed Municipal Solid Waste (MSW), Plastics, Industrial Waste
4	Feedstock Handling	Conveyor, Shredder.
5	Feedstock Size	Less than 120/30mm (for optimal conversion)
6	Feedstock Pre-treatment	Minimal
7	Moisture Content	Up to 120/30%
8	Reactor Type	Thermo-catalytic Reactor (Stainless Steel - SS304/SS316)
9	Reactor Temperature	400°C - 4120/30°C

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**Note: The Technical Proposal and Bill of Quantities shall be prepared by Bidder considering the requirements of Scope of Work and Specification mentioned above in Section V - Scope of Work. The requirements of Scope of Work and Specification mentioned in Section V - Scope of Work are the minimum requirements of Client, however Bidder is free to design and engineer the project facility with latest practiced and proved technology, and higher specifications.**

### **PART 3 – Conditions of Contract and Contract Form**

**Section VI - General Conditions of Contract  
(GCC)**

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## General Conditions

<b>1. GENERAL PROVISIONS</b>	
<b>1.1 DEFINITIONS</b>	In the Conditions of Contract ("these Conditions"), which include Special Conditions of Contract, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.
<b>1.1.1 THE CONTRACT</b>	<p>1.1.1.1 <b>"Bill of Quantities"</b> mean the documents so named (if any) which are comprised in the Schedules.</p> <p>1.1.1.2 <b>"Contract"</b> means the Contract/Concession Agreement, the Letter of Award, the "Work Order", "Letter of Bid" these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Award between the Employer and the Contractor.</p> <p>1.1.1.3 <b>"Contract/Concession Agreement"</b> means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p> <p>1.1.1.4 <b>"Contract Data"</b> means the pages completed by the employer entitled contract data which constitutes Part- A and Part B of the Special Conditions of the Contract.</p> <p>1.1.1.5 <b>"Drawings"</b> means the drawings of the Works, as included in the Contract, and any additional and modified drawings prepared by (or on behalf of) the Contractor and Approved by the Employer in accordance with the Contract.</p> <p>1.1.1.6 <b>"Key Dates"</b> means the sheet titled "Key dates" released along with the RFP giving important dates pertaining to Bid process like Bid opening and closing date, Pre-Bid meeting date, submission date etc.</p> <p>1.1.1.7 <b>"Letter of Award"</b> means the letter of formal acceptance, signed by the Employer, indicating formal acceptance of the Most Advantageous Bid and intention of entering into contract with the successful bidder.</p> <p>1.1.1.8 <b>"Letter of Bid"</b> means the document entitled letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.</p> <p>1.1.1.9 <b>"Letter of Acceptance"</b> means the letter of formal acceptance, signed by the bidder after the receipt of Letter of Award confirming their acceptance.</p>

	<p>1.1.1.10 <b>“Tender”</b> means the Letter of Bid and all other documents which the Contractor submitted with the Letter of Bid, as included in the Contract.</p> <p>1.1.1.11 <b>“Schedules”</b> means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p> <p>1.1.1.12 <b>“Specification”</b> means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.</p> <p>1.1.1.13 <b>“Work Order”</b> means the letter of formal award of work, signed by the Employer given after the signing of the Contract Agreement by both Parties.</p> <p>1.1.1.14 <b>“Successful Bidder”</b> means the bidder selected as per the provisions of Section III -Evaluation and Qualification for award of proposed project and signing of Contract Agreement with the Employer.</p>
<p><b>1.1.2 PARTIES AND PERSONS</b></p>	<p>1.1.2.1 The <b>“Adjudicator”</b> is the person Appointed jointly by the Employer and the Implementing Agency/Contractor/Concessionaire to resolve disputes in the first instance, as provided for in GCC 20.2 [Appointment of Adjudicator] hereunder.</p> <p>1.1.2.2 <b>“Contractor/Concessionaire”</b> means the person(s)/Entity named as contractor in the Letter of Bid/Contract Agreement accepted by the Employer and the legal successors in title to this person(s).</p> <p>1.1.2.3 <b>“Contractor’s Personnel”</b> means the Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.</p> <p>Contractor’s Personnel includes Key Personnel as named in “Contract Data.”</p> <p>1.1.2.4 <b>“Contractor’s Representative”</b> means the person named by the Contractor in the Contract or Appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.</p> <p>1.1.2.5 <b>“Employer”</b> means the person named as employer in the Contract Data and the legal successors in title to this person.</p>

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	<p>1.1.2.6 “<b>Employer’s Personnel</b>” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.</p> <p>1.1.2.7 “<b>Engineer</b>” means the person Appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person Appointed from time to time by the Employer.</p> <p>1.1.2.8 “<b>GoMP</b>” means Government of MP Pradesh.</p> <p>1.1.2.9 “<b>Subcontractor</b>” means any person named in the Contract as a subcontractor, or any person Appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.</p> <p>1.1.2.10 “<b>Party</b>” means the Employer or the Contractor, as the context requires.</p> <p>1.1.2.11 “<b>PMC</b>” means Project Management Consultant (PMC)/ Independent Engineer (IE) as Appointed by the Employer to oversee policy, design, implementation of the works as the case may be.</p> <p>1.1.2.12 Contract Period: The period of Contract as defined in Sub- Clause 8.2 of Special Conditions of Contract.</p>
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<p><b>1.1.3 DATES, TESTS, PERIODS AND COMPLETION</b></p>	<p>1.1.3.1 <b>“Base Date”</b> means the date 14 days prior to the latest date for submission of the Tender.</p> <p>1.1.3.2 <b>“Commencement Date”</b> means the date notified under Sub-Clause 8.1 [Commencement of Works].</p> <p>1.1.3.3 <b>“Completion/Commissioning”</b> means the new facility/ work as defined in the Scope of work completed in accordance with the Specifications/ Scope of Work as given in Section V and the Contractor is entitled to have Completion Certificate issued from the Employer.</p> <p>1.1.3.4 <b>“Completion/Commissioning Certificate”</b> means certificate issued by the Employer on successful completion of “Tests on Completion”.</p> <p>1.1.3.5 <b>“Day”</b> means a calendar day and <b>“year”</b> means 365 days.</p> <p>1.1.3.6 <b>“Defects Liability Period”</b> means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends to 1 years except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Liability Period]), calculated from the date of Commercial Operation (COD).</p>
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	<p>1.1.3.7 <b>“Performance certificate”</b> means the certificate issued under sub-clause 11.7 [performance certificate].</p> <p>1.1.3.8 <b>“Taking-Over Certificate”</b> means a certificate issued under Clause 10 [Employer’s Taking Over].</p> <p>1.1.3.9 (Deleted)</p> <p>1.1.3.10 <b>“Time for Completion/Commissioning”</b> means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as MPd in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.</p> <p>1.1.3.11 <b>“Tests on Completion/Commissioning”</b> means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works (as the case may be) are declared to be completed/commissioned.</p> <p>1.1.3.12 <b>“Tests before Taking-Over”</b> means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 10.4 [Tests before Taking-Over] before the Works (as the case may be) are taken over by the Employer.</p> <p>1.1.3.13 <b>Date of Commercial Operation (COD):</b> The date of Completion/Commissioning Certificate or the date of Consent to Operate, whichever is later.</p>
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<p><b>1.1.4 MONEY AND PAYMENTS</b></p>	<p>1.1.4.1 <b>“Accepted Contract Amount (Fee/Royalty)”</b> means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.</p> <p>1.1.4.2 <b>“Contract Price”</b> means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.</p> <p>1.1.4.3 <b>“Cost”</b> means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.</p> <p>1.1.4.4 <b>“Final Payment Certificate”</b> means the payment certificate issued under Sub-Clause 14.11 [Issue of Final Payment Certificate].</p> <p>1.1.4.5 <b>“Final MPment”</b> means the MPment defined in Sub- Clause 14.9 [Application for Final Payment Certificate].</p> <p>1.1.4.6 <b>“Interim Payment Certificate”</b> means a payment certificate issued under Clause 14 [Contract Price (Fee/Royalty) and Payment], other than the Final Payment Certificate.</p>
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	<p>1.1.4.7 <b>“Local Currency”</b> means the currency of the Country.</p> <p>1.1.4.8 <b>“Payment Certificate”</b> means a payment certificate issued under Clause 14 [Contract Price (Fee/Royalty) and Payment].</p> <p>1.1.4.10 (Deleted)</p> <p>1.1.4.11 (Deleted)</p> <p>1.1.4.12 <b>“MPment”</b> means a MPment submitted by the Contractor as part of an Application, under Clause 14 [Contract Price (Fee/Royalty) and Payment], for a payment certificate.</p> <p>1.1.4.13 <b>“Fee/Procession Fee”</b> Fee per month for O&amp;M services payable by Employer to Contractor/ Concessionaire in case negative Bid Price is quoted by the Successful Bidder.</p> <p>1.1.4.14 <b>“Royalty”</b> Amount payable during O&amp;M period by Contractor/ Concessionaire to Employer in case Positive Bid Price is quoted by the Successful Bidder.</p> <p>1.1.4.15 <b>“Debt Due”</b> means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer/Taking-Over Date:</p> <p>(a) the principal amount of the debt provided by Senior Lenders under the Financing Agreements for financing the <b>Capital expenditure for the construction of Waste to Energy (WtE) Project Facility</b>(the “principal”) but excluding any part of the principal that had fallen due for repayment prior to the Transfer Date;</p> <p>(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-Article (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre- payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Employer's Default; and</p> <p>c) any Subordinated Debt disbursed by lenders for financing the <b>Capital expenditure for the construction of Waste to Energy (WtE) Plant Project Facility</b>; provided that if all or any part of the Debt Due is convertible into Equity; its shall to the extent not</p>
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	<p>converted until date of termination, be deemed to be Debt Due for the purposes of this Agreement. For the Purposes of this Agreement, the term "Subordinated Debt" shall mean the debt provided by lenders other than Senior Lenders or the Concessionaire's shareholders for meeting the <b>Capital expenditure for the construction of Waste to Energy (WtE) Project Facility</b> and shall be subordinate to the financial assistance provided by Senior Lenders.</p> <p>1.1.4.16 <b>"Financial Package"</b> means the financing package indicating the Capital cost of the Waste to Energy (WtE) Project Facility and the means of financing thereof, as set forth in the Financial Model and Approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt, if any.</p> <p>1.1.4.17 <b>"Adjusted Equity"</b> means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Price Index, and for any Reference Date occurring:</p> <p>(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in Price Index occurring between the first day of the month of Appointed Date and the Reference Date;</p> <p>(b) from COD and until the Defect Liability Period of one (1) year, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in Price Index occurring between COD and the Reference Date; and</p> <p>(c) after the Defect Liability Period of one (1) year, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.67% (zero point six seven per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the</p>
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	<p>extent of variation in Price Index occurring between COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of Price Index shall continue to be made.</p> <p>1.1.4.18 <b>“Price Index”</b> shall comprise:</p> <p style="padding-left: 40px;">(a) <b>70% (seventy per cent) of WPI; and</b></p> <p style="padding-left: 40px;">(b) <b>30% (thirty per cent) of CPI (IW),</b></p> <p>which constituents may be substituted by such alternative index or indices as the Parties may by mutual consent determine;</p> <p>1.1.4.19 <b>“Financing Agreements”</b> means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) for the Capital expenditure for the construction of Waste to Energy (WtE) Project Facility .</p>
<p><b>1.1.5 WORKS AND GOODS</b></p>	<p>1.1.5.1 <b>“Approval/ Approved”</b> shall mean and include documents checked, vetted and Approved by the Employer</p> <p>1.1.5.2 <b>“BIS/ Bureau of Indian Standards”</b> means the statutory regulatory authority responsible for fixing standards and whenever it is referred in the contract it shall imply reference to the latest version of the standard.</p> <p>1.1.5.3 <b>“Contractor’s Equipment”</b> means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.</p>

	<p>1.1.5.4 “<b>Goods</b>” means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as Appropriate.</p> <p>1.1.5.5 “<b>Materials</b>” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.</p> <p>1.1.5.6 “<b>Permanent Works</b>” means the permanent works to be executed by the Contractor under the Contract.</p> <p>1.1.5.7 “<b>Plant</b>” means the Apparatus, machinery and other equipment intended to form or forming part of the Permanent Works of the Waste to Energy (WtE) Project Facility, including vehicles purchased for the Employer and relating to the construction or operation of the Works.</p> <p>1.1.5.8 “<b>Section</b>” means a part of the Works specified in the Contract Data as a Section (if any).</p> <p>1.1.5.9 “<b>Temporary Works</b>” means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.</p> <p>1.1.5.10 “<b>Works</b>” mean the Permanent Works and the Temporary Works, or either of them as Appropriate.</p>
<p><b>1.1.6 OTHER DEFINITIONS</b></p>	<p>1.1.6.1 “<b>Contractor's Documents</b>” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.</p> <p>1.1.6.2 “<b>Employer's Equipment</b>” means the Apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.</p> <p>1.1.6.3 “<b>Force Majeure</b>” is defined in Clause 19 [Force Majeure].</p> <p>1.1.6.4 “<b>Laws</b>” means all national (or MP) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.</p> <p>1.1.6.5 “<b>Notice of Dissatisfaction</b>” means the notice given by either Party to the other under Sub-Clause 20.3 [Obtaining Adjudicator's Decision] indicating its dissatisfaction and intention to commence arbitration</p>

	<p>1.1.6.6 “<b>Performance Security</b>” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].</p> <p>1.1.6.7 “<b>Site</b>” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.</p> <p>1.1.6.8 “<b>Unforeseeable</b>” means not reasonably foreseeable by an experienced contractor by the Base Date.</p> <p>1.1.6.9 (Deleted)</p>
<p><b>1.2 INTERPRETATION</b></p>	<p>In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>(d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and</p> <p>(e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents.”</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
<p><b>1.3 COMMUNICATIONS</b></p>	<p>Wherever these Conditions provide for the giving or issuing of Approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p> <p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as MPd in the Contract Data; and</p> <p>(b) Delivered, sent or transmitted to the address for the recipient's communications as MPd in the Contract Data. However:</p> <p>(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p> <p>(ii) if the recipient has not MPd otherwise when requesting an Approval or consent, it may be sent to the address from which the request was issued.</p>

	<p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.</p>
<p><b>1.4 LAW AND LANGUAGE</b></p>	<p>The Contract shall be governed by the laws of Union of India.</p> <ul style="list-style-type: none"> <li>▪ Indian Contract Act, 1872</li> <li>▪ Sale of Goods Act, 1930</li> <li>▪ The Arbitration and Conciliation Act, 1996</li> </ul> <p>The ruling language of the Contract shall be English</p>
<p><b>1.5 PRIORITY OF DOCUMENTS</b></p>	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <p>the Contract/Concession Agreement</p> <ol style="list-style-type: none"> <li>(a) the Letter of Acceptance,</li> <li>(b) the Letter of Award,</li> <li>(c) the Letter of Bid,</li> <li>(d) the Special Conditions of Contract – Part A,</li> <li>(e) the Special Conditions of Contract – Part B</li> <li>(f) these General Conditions</li> <li>(g) the Scope of Work, Specification,</li> <li>(h) the Drawings, and</li> <li>(i) The Schedules and any other documents forming part of the Contract.</li> </ol> <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.</p>
<p><b>1.6 CONTRACT AGREEMENT</b></p>	<p>The Parties shall enter into a Contract Agreement within 10 days after the Contractor receives the Letter of Award unless the Special Conditions of Contract establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions of Contract (Contract Form). The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Successful Bidder.</p>
<p><b>1.6.1 EFFECTIVENESS OF CONCESSION AGREEMENT</b></p>	<p>Subject to and in accordance with the provisions of this Concession Agreement, the Applicable Laws, Good Industry Practice, the Employer hereby grants to the Concessionaire/ Contractor, and the Concessionaire/ Contractor hereby accepts the exclusive right and</p>

	<p>authority to undertake the Works at Project Site(s) during the subsistence of this Concession Agreement for a period specified in SC Clause 8.2 (the "Contract Period/Term"), unless an early termination occurs in accordance with this Concession Agreement. The Contract Period/Term shall be commencing from the Contract Agreement Date.</p>
<p><b>1.7 ASSIGNMENT</b></p>	<p>Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract.</p>
<p><b>1.8 CARE AND SUPPLY OF DOCUMENTS</b></p>	<p>The Specification and Drawings shall be in the custody and care of the Contractor/Concessionaire. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Employer for Approval, who may make or request further copies at the cost of the Contractor.</p> <p>Each of the Contractor's Documents shall be in custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.</p> <p>The Contractor shall keep on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right to access all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.</p>
<p><b>1.9 DELAYED DRAWINGS OR INSTRUCTIONS</b></p>	<p>The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary Approved drawing or instruction is not issued to the Contractor within a particular time (as specified in GC Clause 7.A[ Designs by the Contractor/Concessionaire]), which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.</p>
<p><b>1.10 EMPLOYER'S USE OF CONTRACTOR'S DOCUMENTS</b></p>	<p>As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.</p> <p>The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works</p>

<p><b>1.11 CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS</b></p>	<p>As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.</p>
<p><b>1.12 CONFIDENTIAL DETAILS</b></p>	<p>The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with Applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
<p><b>1.13 COMPLIANCE WITH LAWS</b></p>	<p>The Contractor shall, in performing the Contract, comply with Applicable Laws. Unless otherwise MPd in the Special Conditions of Contract the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and Approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.</p>
<p><b>1.14 JOINT AND SEVERAL LIABILITIES</b></p>	<p>If the Contractor constitutes (under Applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> <li>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</li> <li>(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and</li> <li>(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.</li> </ul>
<p><b>2. THE EMPLOYER</b></p>	

<p><b>2.1 RIGHT OF ACCESS TO THE SITE</b></p>	<p>The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within reasonable times to enable the contractor to proceed without disruption execution</p>
	<p>of the Work. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.</p>
<p><b>2.2 PERMITS, LICENSES OR APPROVALS</b></p>	<p>The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly any permits, licenses or Approvals required by the Laws of the Country:</p> <ul style="list-style-type: none"> <li>(i) which the Contractor is required to obtain under Sub- Clause 1.13 [Compliance with Laws],</li> <li>(ii) for the delivery of Goods, including clearance through customs,</li> </ul> <p>The Contract price(Fee/Royalty) shall include all transportation charges and other expenses that may be incurred in this connection.</p>
<p><b>2.3 EMPLOYER'S PERSONNEL</b></p>	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:</p> <ul style="list-style-type: none"> <li>(a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and</li> <li>(b) Take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub- Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].</li> </ul>

**2.4 EMPLOYER'S CLAIMS**

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than

28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

This amount may be included as a deduction/addition in the Contract Price/Royalty and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

### 3. THE ENGINEER/INDEPENDENT ENGINEER (IE) / PMC

#### 3.1 ENGINEER'S DUTIES AND AUTHORITY

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the Approval of the Employer before exercising a specified authority, the requirements shall be as MPd in the Special Conditions of Contract. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's Approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given Approval.

Except as otherwise MPd in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- (c) any Approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- (d) Any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall Apply:

The Engineer shall obtain the specific Approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: agreeing or determining an extension of time.
- (b) Deleted
- (c) Sub-Clause 13.2: Deleted.

<p><b>3.2 DELEGATION BY THE ENGINEER</b></p>	<p>The Engineer may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors Appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any Approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:</p> <ul style="list-style-type: none"> <li>(a) any failure to disapprove any work, Plant or Materials shall not constitute Approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;</li> <li>(b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.</li> </ul>
<p><b>3.3 INSTRUCTIONS OF THE ENGINEER/ INDEPENDENT ENGINEER/PMC</b></p>	<p>The Engineer/ <b>Independent Engineer/PMC</b> may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the Appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall Apply.</p> <p>The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing.</p>
<p><b>3.4 REPLACEMENT OF THE ENGINEER/ INDEPENDENT ENGINEER/PMC</b></p>	<p>If the Employer intends to replace the Engineer/ <b>Independent Engineer/PMC</b>, the Employer shall have the right to replace the Engineer</p>

<b>3.5 DETERMINATIONS</b>	<p>Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p>
	<p>The determination arrived by the Engineer shall be final and binding unless and until revised under Clause 20 [Claims, Disputes and Arbitration].</p>
<b>4. The Contractor</b>	
<b>4.1 CONTRACTOR'S GENERAL OBLIGATIONS</b>	<p>The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.</p> <p>The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.</p> <p>Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and, if Applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer/Employer.</p>

<p><b>4.2 PERFORMANCE SECURITY</b></p>	<p>The Contractor shall submit (at his cost) a Performance Security for proper performance, in the amount stated in the Contract Data and denominated in the currency (ies) of the Contract. If an amount is not stated in the Contract Data, this Sub-Clause shall not Apply.</p> <p>The Contractor shall deliver the Performance Security to the Employer within 10 days after receiving the Letter of Award, and shall send a copy to the Engineer. The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance</p>
	<p>Security until the Works have been completed and any defects have been remedied.</p> <p>The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> <p>After COD, the amount of Performance Security shall be revised as per SCC Contract Data Clause 4.2. The Employer shall return the initially submitted Performance Security back to the contractor upon receiving the Performance Security of revised amount from the Contractor.</p> <p>In case the delay damages, liquidated damages, penalties, Royalties or any other amounts due for payment by Contractor to Employer, and if the same is not done within time line as per the provision of Contract, then such dues shall be recovered from the performance security given by the Contractor under the Contract/Concession Agreement, in which case the Concessionaire/Contractor shall replenish the performance security to the extent of recovery within 30 days of such recovery.</p>

**4.3 CONTRACTOR'S REPRESENTATIVE**

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the Appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such Appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the Appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be Appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not

	take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
<b>4.4 SUBCONTRACTORS</b>	<p>The Contractor shall not subcontract the Works.</p> <p>The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions of Contract:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;</li> <li>(b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;</li> <li>(c) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when Applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].</li> </ul> <p>The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] Apply equally to each Subcontractor.</p>
<b>4.5 ASSIGNMENT OF BENEFIT OF SUBCONTRACT</b>	If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so.
<b>4.6 CO-OPERATION</b>	<p>The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow Appropriate opportunities for carrying out work to:</p> <ul style="list-style-type: none"> <li>(a) the Employer's Personnel, Engineer, Independent Engineer, PMC</li> <li>(b) any other contractors employed by the Employer, and</li> <li>(c) the personnel of any legally constituted public authorities,</li> </ul> <p>who may be employed in the execution on or near the Site of any work not included in the Contract.</p>

<p><b>4.7 SETTING OUT</b></p>	<p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p>
<p><b>4.8 SAFETY PROCEDURES</b></p>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) comply with all Applicable safety regulations,</li> <li>(b) take care for the safety of all persons entitled to be on the Site,</li> <li>(c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,</li> <li>(d) provide lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and</li> <li>(e) Provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.</li> </ul>
<p><b>4.9 QUALITY ASSURANCE</b></p>	<p>The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior Approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>

<p><b>4.10 SITE DATA</b></p>	<p>To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) the form and nature of the Site, including sub-surface conditions,</li> <li>(b) the hydrological and climatic conditions,</li> <li>(c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,</li> </ul>
	<ul style="list-style-type: none"> <li>(d) The Applicable Laws of Country.</li> <li>(e) The Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.</li> </ul>
<p><b>4.11 SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT</b></p>	<p>The Contractor shall be deemed to:</p> <ul style="list-style-type: none"> <li>(a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount (Fee/Royalty), and</li> <li>(b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].</li> </ul> <p>Unless otherwise MPd in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.</p>
<p><b>4.12 UNFORESEEABLE PHYSICAL CONDITIONS</b></p>	<p>In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.</p> <p>If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.</p>
<p><b>4.13 RIGHTS OF WAY AND FACILITIES</b></p>	<p>Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.</p>

<p><b>4.14 AVOIDANCE OF INTERFERENCE</b></p>	<p>The Contractor shall not interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> <li>(a) the convenience of the public, or</li> <li>(b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.</li> </ul> <p>The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
<p><b>4.15 ACCESS ROUTE</b></p>	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or</p>

	<p>bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of Appropriate vehicles and routes.</p> <p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;</li> <li>(b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;</li> <li>(c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;</li> <li>(d) the Employer does not guarantee the suitability or availability of particular access routes; and</li> <li>(e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.</li> </ul>
<p><b>4.16 TRANSPORT OF GOODS</b></p>	<p>Unless otherwise stated in the Special Conditions of Contract:</p> <ul style="list-style-type: none"> <li>(a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;</li> <li>(b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and</li> <li>(c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and</li> </ul>

	<p>expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.</p>
<p><b>4.17 CONTRACTOR'S EQUIPMENT</b></p>	<p>The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.</p>
<p><b>4.18 PROTECTION OF THE ENVIRONMENT</b></p>	<p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p>
<p><b>4.19 ELECTRICITY AND WATER</b></p>	<p>Unless otherwise stated in Special Conditions of Contract, the Contractor shall, be responsible for the provision of all power,</p>

	<p>water and other services he may require for his construction, O&amp;M activities and to the extent defined in the Specifications, for the tests.</p>
<b>4.21 PROGRESS REPORTS</b>	<p>Unless otherwise stated in the Special Conditions of Contract, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p> <p>Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <ul style="list-style-type: none"> <li>(a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),</li> <li>(b) Photographs showing the status of manufacture and of progress on the Site;</li> <li>(c) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];</li> <li>(d) copies of quality assurance documents, test results and certificates of Materials;</li> <li>(e) list of notices given under Sub-Clause 2.4 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];</li> <li>(f) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</li> <li>(g) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.</li> </ul>
<b>4.22 SECURITY OF THE SITE</b>	<p>The Contractor will be responsible for safety and security of all authorised persons available on site.</p> <p>No unauthorized personnel shall be available on site</p>
<b>4.23 CONTRACTOR'S OPERATIONS ON SITE</b>	<p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and</p>

	<p>Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Liability Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.</p>
<p><b>4.24 FOSSILS</b></p>	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it</p>
<p><b>5. NOMINATED SUBCONTRACTORS</b></p>	
<p><b>5.1 DEFINITION OF "NOMINATED SUBCONTRACTOR"</b></p>	<p>In the Contract, "nominated Subcontractor" means a Subcontractor who is stated in the Contract as being a nominated Subcontractor</p>
<p><b>5.2 PAYMENTS TO NOMINATED SUBCONTRACTORS</b></p>	<p>Unless otherwise specifically stated in this contract all payments will be made to the Contractor and the Contractor is liable to the Sub contractors for payments they are eligible for the work done.</p> <p>If however a sub-contractor to the Contractor brings to the notice of the Engineer the failure of Contractor to pay eligible sums due to it after receipt of corresponding payments from the Employer by the Contractor, then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less Applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed pay subject to evidence given by the subcontractor. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer</p>
<p><b>6. STAFF AND LABOUR</b></p>	

<b>6.1 ENGAGEMENT OF STAFF AND LABOUR</b>	<p>Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, Appropriate, housing.</p>
<b>6.2 RATES OF WAGES AND CONDITIONS OF LABOUR</b>	<p>The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever Applicable. He shall also abide by the minimum wages and other regulations Applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (MP, District or other local Authorities).</p>
<b>6.3 PERSONS IN THE SERVICE OF EMPLOYER</b>	<p>The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.</p>
<b>6.4 LABOUR LAWS</b>	<p>The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees MP Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.</p> <p>The Contractor shall assume liability and shall indemnify the Employer &amp; the Engineer from every expense, liability or payment by reason of the Application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract.</p> <p>In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers.</p> <p>The Contractor shall at his own cost obtain a valid licence for himself and the Employer under the Contract Labour (R &amp; A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other Applicable rules before the commencement of the Work and continue to have a valid licences until the completion of the Work.</p>
<b>6.5 WORKING HOURS</b>	<p>No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <p>(a) otherwise stated in the Contract,</p>

	<p>(b) the Engineer gives consent, or</p> <p>(c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.</p>
<p><b>6.6 FACILITIES FOR STAFF AND LABOUR</b></p>	<p>Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>
<p><b>6.7 HEALTH AND SAFETY</b></p>	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment &amp; conditions of service Act 1996, Rules and Orders made there under and such other acts as Applicable.</p> <p>The Contractor shall appoint a Safety Officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.</p>
<p><b>6.8 CONTRACTOR'S SUPERINTENDENCE</b></p>	<p>Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.</p>

<p><b>6.9 CONTRACTOR'S PERSONNEL</b></p>	<p>The Contractor's Personnel shall be Appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be</p>
	<p>removed) any person employed on the Site or Works, including the Contractor's Representative if Applicable, who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care,</li> <li>(b) carries out duties incompetently or negligently,</li> <li>(c) fails to conform with any provisions of the Contract,</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or</li> <li>(e) Based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.</li> </ul> <p>If Appropriate, the Contractor shall then appoint (or cause to be Appointed) a suitable replacement person.</p>
<p><b>6.10 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT</b></p>	<p>The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form Approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p>
<p><b>6.11 SUPPLY OF WATER</b></p>	<p>The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.</p>
<p><b>6.12 PROHIBITION OF CHILD LABOUR</b></p>	<p>The Contractor shall not employ any children/ child labour below the age of 18 years.</p>
<p><b>6.13 EMPLOYMENT RECORDS OF WORKERS</b></p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].</p>

**6.14 CONTRIBUTION  
TOWARDS EMPLOYEE  
BENEFITS, FUNDS ETC.**

The Contractor shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds such as **Employee Provident fund (EPF), Employee MP Insurance Scheme (ESI)** benefits, old age pension and/or any other benefits/compensation legally payable in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Engineer and the Employer when called for.

<b>7. PLANT, MATERIALS AND WORKMANSHIP</b>	
<b>7.A DESIGNS BY THE CONTRACTOR/CONCESSIONAIRE</b>	<p>The Contractor design the project facility and shall provide the design drawings along with Request for Information (RFI) to Employer for Approval as per the Construction programme. The Contractor should carry out the work as per the designs and Good for Construction drawings Approved by the Employer for all elements of the project.</p> <p>It is the responsibility of the Contractor to collect the Approved Good for Construction drawings from the Employer by submitting Request for Information (RFI). The Employer shall reply and share the Approved drawings upon the receipt of RFI within 14 days from the day of raising the RFI.</p>
<b>7.1 MANNER OF EXECUTION</b>	<p>The Contractor shall carry out the Construction, Installation of Plant, the production and manufacture of Materials, and all other execution of the Works:</p> <ul style="list-style-type: none"> <li>(a) in the manner (if any) specified in the Contract,</li> <li>(b) in a proper workmanship and careful manner, in accordance with recognised good practice, and</li> <li>(c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.</li> </ul>
<b>7.2 SAMPLES</b>	<p>The Contractor shall submit samples of materials and relevant information to the Engineer as per Section V</p>
<b>7.3 INSPECTION</b>	<p>The Employer's Personnel shall at all reasonable times:</p> <ul style="list-style-type: none"> <li>(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and</li> <li>(b) During production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.</li> </ul> <p>The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.</p> <p>The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.</p>

<p><b>7.4 TESTING</b></p>	<p>This Sub-Clause shall Apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Contractor shall provide all Apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.</p> <p>The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.</p>
<p><b>7.5 REJECTION</b></p>	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay these costs to the Employer.</p>
<p><b>7.6 REMEDIAL WORK</b></p>	<p>Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:</p> <ul style="list-style-type: none"> <li>(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,</li> <li>(b) remove and re-execute any other work which is not in accordance with the Contract, and</li> <li>(c) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</li> </ul> <p>The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).</p> <p>If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer all costs arising from this failure.</p>

<p><b>7.7 OWNERSHIP OF PLANT AND MATERIALS</b></p>	<p>The Contractor/Concessionaire shall be the owner of the Waste to Energy (WtE) Project facility till the date of Taking-Over Certificate.</p> <p>The Employer shall be the owner of the Waste to Energy (WtE) Project facility from the date of Taking-Over Certificate.</p>
<p><b>7.8 ROYALTIES FOR NATURAL RESOURCES</b></p>	<p>Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:</p> <ul style="list-style-type: none"> <li>(a) natural Materials obtained from outside the Site, and</li> <li>(b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.</li> </ul>
<p><b>8. COMMENCEMENT, DELAYS AND SUSPENSION</b></p>	
<p><b>8.1 COMMENCEMENT OF WORKS</b></p>	<p>The commencement of the work will be as per Special Conditions of Contract.</p> <p>The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>
<p><b>8.2 CONTRACT PERIOD</b></p>	<p>The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:</p> <ul style="list-style-type: none"> <li>(a) achieving the passing of the Tests on Completion/Commissioning, and</li> <li>(b) Taking Over of Works on completing the O&amp;M Period: completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].</li> </ul> <p>The Time for completion will be as per Special Conditions of Contract.</p>

<p><b>8.3 PROGRAMME</b></p>	<p>The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub- Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:</p> <p>(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,</p>
	<p>(b) the sequence and timing of inspections and tests specified in the Contract, and</p> <p>(c) a supporting report which includes resource statement to be deployed to achieve the progress of work</p> <p>The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.2 [Variation Procedure].</p> <p>If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.</p>
<p><b>8.4 EXTENSION OF TIME FOR COMPLETION</b></p>	<p>The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <p>(a) Deleted</p> <p>(b) exceptionally adverse climatic conditions,</p> <p>If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims].</p>

<p><b>8.5 DELAY DAMAGES</b></p>	<p>If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub- Clause 2.4 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for the period which shall elapse between the relevant Time for Completion/Commissioning in submitted Programme and the time of actual Completion/Commissioning as per any provision of this Contract. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.</p> <p>These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion/commissioning of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.</p>
<p><b>8.6 SUSPENSION OF WORK</b></p>	<p>The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.</p> <p>The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, then Sub-Clauses 8.7 shall not Apply.</p>
<p><b>8.7 CONSEQUENCES OF SUSPENSION</b></p>	<p>If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.6 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion]</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p> <p>The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.6 [Suspension of Work].</p>

<p><b>8.8 RESUMPTION OF WORK</b></p>	<p>After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect.</p>
<p><b>9. TESTS ON COMPLETION/ COMMISSIONING</b></p>	
<p><b>9.1 CONTRACTOR'S OBLIGATIONS</b></p>	<p>The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-Paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].</p> <p>The Contractor shall give to the Engineer not less than 7 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 7 days after this date, on such day or days as the Engineer shall instruct.</p> <p>In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.</p>
<p><b>9.2 DELAYED TESTS</b></p>	<p>If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.</p>
<p><b>9.3 RETESTING</b></p>	<p>If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall Apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>

<p><b>9.4 FAILURE TO PASS TESTS ON COMPLETION</b></p>	<p>If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:</p> <p>(a) order further repetition of Tests on Completion under Sub- Clause 9.3;</p> <p>(b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub- Paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects].</p>
<p><b>10. EMPLOYER'S TAKING OVER</b></p>	
<p><b>10.1 TAKING OVER OF THE WORKS</b></p>	<p>Except as stated in Sub-Clause 10.4.4 [Failure to Pass Tests before Taking-Over], the Works (Bio-methanation project facility) shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Contract Period] on completion of O&amp;M Period as defined in SCC Clause 8.2.</p> <p>The Contractor may Apply by notice to the Engineer for a Taking- Over Certificate not earlier than 60 days before the expiry date of the Contract Period as per SCC Clause 8.2 or in case of Termination as per GC Clause 15 and 16. If the Works are divided into Sections, the Contractor may similarly Apply for a Taking-Over Certificate for each Section.</p> <p>The Engineer shall, within 28 days after receiving the Contractor's Application:</p>
	<p>(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were taken over in accordance with the Contract or</p> <p>(b) Reject the Application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.</p>
<p><b>10.2 TAKING OVER OF PARTS OF THE WORKS (DELETED)</b></p>	
<p><b>10.3 SURFACES REQUIRING REINMPMENT</b></p>	<p>Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.</p>

**10.4 TESTS before Taking-Over**

<b>10.4.1 CONTRACTOR'S OBLIGATIONS</b>	<p>The Contractor shall carry out the Tests before Taking-Over of project facility in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub- Paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].</p> <p>The Contractor shall give to the Engineer not less than 7 days' notice of the date after which the Contractor will be ready to carry out each of the Tests before Taking-Over. Unless otherwise agreed, Tests before Taking-Over shall be carried out within 7 days after this date, on such day or days as the Engineer shall instruct.</p> <p>In considering the results of the Tests before Taking-Over, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests before Taking-Over, the Contractor shall submit a certified report of the results of these Tests to the Engineer.</p>
<b>10.4.2 DELAYED TESTS</b>	<p>If the Tests before Taking-Over are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.</p> <p>If the Contractor fails to carry out the Tests before Taking-Over within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests before Taking-Over shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.</p>
<b>10.4.3 RETESTING</b>	<p>If the Works, or a Section, fail to pass the Tests before Taking-Over, Sub-Clause 7.5 [Rejection] shall Apply, and the Engineer or the Contractor may require the failed Tests, and Tests before Taking- Over on any related work, to be repeated under the same terms and conditions.</p>
<b>10.4.4 FAILURE TO PASS TESTS BEFORE TAKING-OVER</b>	<p>If the Works, or a Section, fail to pass the Tests before Taking-Over repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:</p> <p>(c) order further repetition of Tests before Taking-Over under Sub-Clause 9.3;</p> <p>if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-Paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects].</p>

<b>11. DEFECTS LIABILITY</b>	
<b>11.1 COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS</b>	<p>In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Liability Period or as soon as practicable thereafter, the Contractor shall:</p> <p>(a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and</p> <p>(b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Liability Period for the Works or Section (as the case may be).</p> <p>If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.</p>
<b>11.2 COST OF REMEDYING DEFECTS</b>	<p>All work referred to in sub-Paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor.</p>
<b>11.3 EXTENSION OF DEFECTS LIABILITY PERIOD</b>	<p>The Employer shall be entitled subject to Sub-Clause 2.4 [Employer's Claims] to an extension of the Defects Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor.</p>
<b>11.4 FAILURE TO REMEDY DEFECTS</b>	<p>If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the</p>

	<p>Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.</p> <p>If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.4 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage; or</p> <p>(b) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.</p>
<p><b>11.5 REMOVAL OF DEFECTIVE WORK</b></p>	<p>If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items.</p>
<p><b>11.6 RIGHT OF ACCESS</b></p>	<p>Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.</p>
<p><b>11.7 PERFORMANCE CERTIFICATE</b></p>	<p>Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.</p> <p>The Engineer shall issue the Performance Certificate within 28 days from the date of Taking-Over Certificate, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.</p> <p>Only the Performance Certificate shall be deemed to constitute acceptance of the Works.</p>

<p><b>11.8 UNFULFILLED OBLIGATIONS</b></p>	<p>After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.</p>
<p><b>11.9 CLEARANCE OF SITE</b></p>	<p>Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.</p> <p>If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.</p> <p>Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.</p>
<p><b>12. MEASUREMENT AND EVALUATION</b></p>	
<p><b>12.1 WORKS TO BE MEASURED</b></p>	<p>The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each Application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.8 [Statement on Completion] and 14.9 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.</p> <p>Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:</p> <ul style="list-style-type: none"> <li>(a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and</li> <li>(b) supply any particulars requested by the Engineer.</li> </ul> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.</p>
<p><b>12.2 METHOD OF MEASUREMENT</b></p>	<p>To measure the under this Contract the standard method of measurement in accordance with the Standards laid down by <b>Bureau of Indian Standards (IS: 1200)</b> shall be followed. However, if definite methods of measurements are stipulated in the Specifications, then the same shall supersede BIS methods and shall be followed.</p>
<p><b>12.3 EVALUATION (DELETED)</b></p>	

<b>13. VARIATIONS AND ADJUSTMENTS (DELETED)</b>	
<b>13.1 RIGHT TO VARY</b>	Deleted
<b>13.2 VARIATION PROCEDURE</b>	Deleted
<b>13.3 ADJUSTMENTS FOR CHANGES IN COST/ PRICE ADJUSTMENT</b>	Price adjustment, annual escalation on Royalty or on Processing fee (Fee) shall not be Applicable.
<b>14. CONTRACT PRICE(FEE/ROYALTY) AND PAYMENT</b>	
<b>14.1 THE CONTRACT PRICE (DELETED)</b>	(d)
<b>14.2 MOBILIZATION ON ADVANCE</b>	a) Deleted
<b>14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES (MONTHLY PAYMENT OF FEE/ROYALTY)</b>	<p>The Contractor shall submit a statement in 3 (three) copies to the Engineer after the end of each month, in a form Approved by the Engineer, showing in detail the amounts (of Fee/Royalty) to which the Contractor considers himself or Employer to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub- Clause 4.21 [Progress Reports].</p> <p>The statement shall include the following items in the sequence listed:</p> <ul style="list-style-type: none"> <li>(a) Monthly MSW processed and energy generated</li> <li>(b) any amount to be deducted for delay damages mentioned in SCC 8.5, liquidated damages, penalties for non-compliance, penalties for non-compliance to Key Performance Indicators (KPI), Annexure-A of Part B -Special Provision of Section VII - Special Conditions of Contract.;</li> <li>(c) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and</li> <li>(d) the deduction of amounts certified in all previous Payment Certificates.</li> </ul>
<b>14.4 SCHEDULE OF PAYMENTS</b>	(a) Deleted
<b>14.5 ISSUE OF INTERIM PAYMENT CERTIFICATES OF FEE/ROYALTY</b>	No amount will be certified or paid until the Employer has received and Approved the Performance Security. Thereafter, the Engineer shall, within 7 days after receiving a statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment (Fee/Royalty) Certificate which shall MP the amount which the Engineer fairly determines to be due, with all

	<p>supporting particulars for any reduction or withholding made by the Engineer on the MPment if any.</p> <p>The Engineer may in any Payment Certificate of Fee/Royalty make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, Approval, consent or satisfaction.</p>
<b>14.6 PAYMENT (FEE/ROYALTY)</b>	<p>The Employer shall pay Fee to the Contractor or shall receive Royalty from the Contractor :</p> <p>(a) the amount certified in each Interim Payment Certificate within 30 days after the Engineer receives the statement and supporting documents and</p> <p>(b) the amount certified in the Final Payment Certificate within 45 days after the Employer receives this Payment Certificate</p>
<b>14.7 PAYMENT OF RETENTION MONEY</b>	Deleted
<b>14.8 STATEMENT AT COMPLETION</b>	Deleted
<b>14.9 APPLICATION FOR FINAL PAYMENT CERTIFICATE</b>	<p>Within 60 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, three copies of a draft final statement with supporting documents showing in detail in a form Approved by the Engineer the value of all work done in accordance with the Contract, and</p> <p>If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final statement".</p>
<b>14.10 DISCHARGE</b>	<p>When submitting the Final statement, the Contractor shall submit a discharge which confirms that the total of the Final statement represents full and final settlement of all moneys due to the Contractor/Employer under or in connection with the Contract.</p>
<b>14.11 ISSUE OF FINAL PAYMENT CERTIFICATE</b>	<p>Within 28 days after receiving the Final statement and discharge in accordance with Sub-Clause 14.9 [statement Application for Final Payment Certificate] and Sub-Clause 14.10 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall MP:</p> <p>(a) the amount which he fairly determines is finally due, and</p> <p>(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer</p>

	<p>is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.</p> <p>If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.9 [Application for Final Payment Certificate] and Sub-Clause 14.10 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an Application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.</p>
<p><b>14.12 CESSATION OF EMPLOYER'S LIABILITY</b></p>	<p>The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it in the Final statement.</p>
<p><b>15. TERMINATION BY EMPLOYER</b></p>	
<p><b>15.1 NOTICE TO CORRECT</b></p>	<p>If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.</p>
<p><b>15.2 TERMINATION BY EMPLOYER</b></p>	<p>The Employer shall be entitled to terminate the Contract if the Contractor:</p> <ul style="list-style-type: none"> <li>(a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],</li> <li>(b) abandons the Works for 90 days consecutively or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,</li> <li>(c) subcontracts the whole of the Works or assigns the Contract without the required agreement,</li> <li>(d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors,</li> <li>(e) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: <ul style="list-style-type: none"> <li>(i) for doing or forbearing to do any action in relation to the Contract, or</li> <li>(ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,</li> </ul> </li> <li>(f) Fails to pay Royalty Applicable as per Contract to the Employer for three consecutive months</li> </ul>

	<p>(g) Fails to receive Municipal Solid Waste quantity equivalent to the plant design Capacity for 10 days consecutively in a month or less than 80% of the Quarterly Avg. Design quantity</p> <p>(h) Violation of SWM Rules-2016, Conditions of Consent to Operate, statutory rules, regulations, acts, their amendments from time to time.</p> <p>(i) If the Performance Security is not replenished as per Clause 4.2 [ <b>Performance Security</b>]</p> <p>(j) In case the delay amount of damages reaches to its maximum amount of delay damages as per SCC Clause 8.5.</p> <p>(k) in any quarter during the O&amp;M Period of Contract, the amount of damages levied on the Concessionaire/Agency for non-fulfillment of all Liquidated Damages including non- fulfillment of Key Performance Indicators is beyond 15% (fifteen percent) of the value of the Performance Security;</p> <p>In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-Paragraph (e), the Employer may by notice terminate the Contract immediately.</p> <p>The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.</p> <p>The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer.</p>
<p><b>15.3 VALUATION AT DATE OF TERMINATION</b></p>	<p><b>Shall be in accordance with the Clause 21. [Payment on Termination].</b></p>
<p><b>15.4 PAYMENT AFTER TERMINATION</b></p>	<p><b>Shall be in accordance with the Clause 21. [Payment on Termination].</b></p>

## 16. SUSPENSION AND TERMINATION BY CONTRACTOR

<p><b>16.1 CONTRACTOR'S ENTITLEMENT TO SUSPEND WORK</b></p>	<p>If the Engineer fails to certify in accordance with Sub-Clause 14.5 [Issue of Interim Payment (Fee) Certificates] or Sub-Clause 14.6 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and</p>
	<p>in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.</p>
<p><b>16.2 TERMINATION BY CONTRACTOR</b></p>	<p>The Contractor shall be entitled to terminate the Contract if:</p> <ul style="list-style-type: none"> <li>a. the Engineer fails, within 14 days after receiving a statement and supporting documents, to issue the relevant Payment. Certificate,</li> <li>b. the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.6 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.4 [Employer's Claims]),</li> <li>c. the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract, such as mentioned in B. Roles and Responsibilities of the Employer, Section V- Scope of Work.</li> <li>d. the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment]</li> </ul> <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.</p>

<p><b>16.3 CESSATION OF WORK AND REMOVAL OF CONTRACTOR'S EQUIPMENT</b></p>	<p>After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:</p> <ul style="list-style-type: none"> <li>(a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,</li> <li>(b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and</li> <li>(c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.</li> </ul>
<p><b>16.4 PAYMENT ON TERMINATION</b></p>	<p><b>Shall be in accordance with the Clause 21. [Payment on Termination].</b></p>
<p><b>17. RISK AND RESPONSIBILITY</b></p>	
<p><b>17.1 INDEMNITIES</b></p>	<p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p>

	<ul style="list-style-type: none"> <li>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</li> <li>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</li> </ul>
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<p><b>17.2 CONTRACTOR'S CARE OF THE WORKS</b></p>	<p>The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking- Over Certificate is issued (or is deemed to be issued under Sub- Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer.</p> <p>If any loss or damage Happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.</p> <p>The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.</p>
<p><b>17.3 EMPLOYER'S RISKS</b></p>	<p>The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,</li> </ul>
	<ul style="list-style-type: none"> <li>(c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,</li> <li>(d) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.</li> </ul>

<p><b>17.4 CONSEQUENCES OF EMPLOYER'S RISKS</b></p>	<p>If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.</p> <p>If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) Deleted</p> <p>After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p><b>17.5 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS</b></p>	<p>In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.</p> <p>If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.</p>
<p><b>17.6 USE OF EMPLOYER'S ACCOMMODATION/FACILITIES</b></p>	<p>The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-</p>

	<p>over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage Happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.</p>
<p><b>18. INSURANCE</b></p>	
<p><b>18.1 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT</b></p>	<p>Before the commencement of the work, the Contractor shall take and maintain insurances under this Sub-Clause: The Insurance</p> <p>(a) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,</p> <p>(b) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],</p> <p>(c) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms.</p> <p>The Contractor should take Contractor's All Risk Insurance and Extensions on first loss basis: Policy to inter alias cover the following:</p> <ul style="list-style-type: none"> <li>• Contract works for entire Contract Value plus cost of Owner supplied material valid for the completion period and any extension thereof.</li> <li>• Earthquake, Civil commotion, riots, war and other disturbances.</li> <li>• Debris removal.</li> <li>• Extended Maintenance Cover till completion of Defects Liability Period and any extension thereof.</li> </ul>
<p><b>18.2 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY (THIRD PARTY)</b></p>	<p>The Contractor shall insure against any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.1 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.3 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p>

	<p>This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not Apply.</p> <p>Unless otherwise stated in the Special Conditions of Contract, the insurances specified in this Sub-Clause:</p> <ul style="list-style-type: none"> <li>(a) shall be effected and maintained by the Contractor as insuring Party,</li> <li>(b) shall be in the joint names of the Parties,</li> <li>(c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub- Clause 18.1) arising out of the Contractor's performance of the Contract, and</li> <li>(d) may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> <li>(i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,</li> <li>(ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and</li> <li>(iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.</li> </ul> </li> </ul>
<p><b>18.3 INSURANCE FOR CONTRACTOR'S PERSONNEL</b></p>	<p>The Contractor shall effect and maintain Workmen's Compensation Insurance/ equivalent insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.</p> <p>The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be affected by the Subcontractor, but the Contractor</p>

	shall be responsible for compliance with this Clause.
<b>18.4 FAILURE TO INSURE</b>	If the Contractor fails to comply with the terms of Sub clause 18, the Engineer may effect and / or keep current (but without
	obligation to do so) the insurance at the cost and expense of the Contractor and at two times the expenses incurred, deduct the expenses from any moneys that may be or become payable to the Contractor or may use his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.
<b>19. FORCE MAJEURE</b>	
<b>19.1 DEFINITION OF FORCE MAJEURE</b>	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> <li>(a) which is beyond a Party's control,</li> <li>(b) which such Party could not reasonably have provided against before entering into the Contract,</li> <li>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>(d) which is not substantially attributable to the other Party.</li> </ul> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> <li>(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</li> <li>(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,</li> <li>(iv) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and</li> <li>(v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</li> </ul>

<p><b>19.2 NOTICE OF FORCE MAJEURE</b></p>	<p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p>
	<p>Notwithstanding any other provision of this Clause, Force Majeure shall not MPply to obligations of either Party to make payments to the other Party under the Contract.</p>
<p><b>19.3 DUTY TO MINIMIZE DELAY</b></p>	<p>Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
<p><b>19.4 CONSEQUENCES OF FORCE MAJEURE</b></p>	<p>If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <ul style="list-style-type: none"> <li>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</li> <li>(b) if the event or circumstance is of the kind described in sub- Paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-Paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause 18.1 [Insurance for Works and Contractor's Equipment].</li> </ul> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>
<p><b>19.5 FORCE MAJEURE AFFECTING SUBCONTRACTOR</b></p>	<p>If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to</p>

	relief under this Clause.
<p><b>19.6 OPTIONAL TERMINATION, PAYMENT AND RELEASE</b></p>	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].</p>
	<p>Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ul style="list-style-type: none"> <li>(a) the amounts payable for any work carried out for which a price is MPd in the Contract;</li> <li>(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;</li> <li>(c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works.</li> </ul>
<p><b>19.7 RELEASE FROM PERFORMANCE</b></p>	<p>Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <ul style="list-style-type: none"> <li>(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and</li> <li>(b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.</li> </ul>

## 20. CLAIMS, DISPUTES AND ARBITRATION

<p><b>20.1 CONTRACTOR'S CLAIMS</b></p>	<p>If the Contractor considers himself to be entitled to any extension of the Time for Completion under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended.</p> <p>The Contractor shall also submit any other notices which are required by the Contract and supporting particulars for the extension all as relevant to such event or circumstance.</p>
	<p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records and shall (if instructed) submit copies to the Engineer.</p>
<p><b>20.2 APPOINTMENT OF THE ADJUDICATOR</b></p>	<p>The Adjudicator shall be Appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the Appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the <b>SCC</b>, to Appoint the Adjudicator within 14 days of receipt of such request.</p> <p>Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly Appointed by the Employer and the Implementing Agency. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.</p>

<p><b>20.3 PROCEDURE FOR DISPUTES</b></p>	<p>If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.</p> <p>The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>The Adjudicator shall be paid by the hour at the rate specified in the <b>SCC</b>, together with reimbursable expenses of the types specified in the <b>SCC</b>, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.</p> <p>The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the <b>SCC</b>.</p>
<p><b>20.4 VOID</b></p>	
<p><b>20.5 ARBITRATION</b></p>	<p>Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub- Clause 20.5 above and in respect of which the Adjudicator's</p>
	<p>decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted in accordance with <b>The Arbitration and Conciliation Act, 1996</b></p> <p>The place of arbitration shall be SMC as specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p> <p>The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the Adjudicator relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p>

<b>21. PAYMENT ON TERMINATION</b>	<p>The following shall be the termination payments payable upon termination of the Concession Agreement:</p> <p>a) Upon termination on account of a Concessionaire/Contractor Default (Failure) during the Term (Contract Period), the employer shall be entitled to terminate this Concession/Contract Agreement and Employer shall encash &amp; forfeit the Performance Security of the Concessionaire/Contractor. In such event, the Concessionaire/Contractor shall only be entitled to the payments against the Processing Fee if Applicable on proportionate basis due for the Work done till the Termination Date.</p> <p>Upon Termination on account of a Concessionaire Default during the Operation Period (O&amp;M Period), Employer shall in respect of Waste to Energy (WtE) Project Facility, pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due as determined under Clause 21. c) less Insurance Cover;</p> <p>Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.</p> <p>For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default for Waste to Energy (WtE) Project Facility occurring prior to COD, save and except as provided below.</p> <p>Upon Termination on account of Concessionaire Default during the Construction Period, no Termination Payment shall be due and payable for and in respect of expenditure comprising the first 40% (forty per cent) of the Capital expenditure for the construction of Waste to Energy (WtE) Project Facility as determined under Clause 21. c) and in the event of expenditure exceeding such 40% (forty per cent) and forming part of Debt Due, the provisions of Clause 21 (a) shall, to the extent Applicable to Debt</p>
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	<p>Due, Apply in respect of the expenditure exceeding such 40% (forty per cent). For the avoidance of doubt and by way of illustration, the Parties agree that if the total expenditure incurred prior to Termination is 90% (ninety per cent) of the Capital expenditure for the construction of Waste to Energy (WtE) Project Facility as determined under Clause 21.c), the expenditure eligible for computation of Termination Payment hereunder shall be 120/30% (fifty per cent) of the of the Capital expenditure for the construction of Waste to Energy (WtE) Project Facility as determined under Clause 21. c) and the Termination Payment due and payable in such event shall not exceed 45% (forty five per cent) of the Capital expenditure for the construction of Waste to Energy (WtE) Project Facility as determined under Clause 21. c). The Parties also agree that for determining the Termination Payment under this Clause 21., the expenditure comprising the latest milestone for Waste to Energy (WtE) Project Facility shall also be reckoned.</p> <p>b) Upon termination on account of Employer Default (Failure), the Employer shall return the Performance Security to the Concessionaire/Contractor and Employer shall pay the unpaid and due Processing Fee on proportionate basis for the Works rendered in accordance with term hereof prior to Termination Date. In respect of Waste to Energy (WtE) Project Facility, Employer shall make following Termination Payment to the Concessionaire:</p> <p>(i) Debt Due as determined under Clause 21. (c); and</p> <p>(ii) 1120/30% (one hundred and fifty per cent) of the Adjusted Equity as determined under Clause 21. (c).</p> <p>c) Upon Transfer/Taking-Over Date, Employer shall procure an audit of the books of the Concessionaire through an independent valuer/assessor, Appointed by the Employer, in accordance with this Concession Agreement, to determine, the Debt Due, the subscribed and paid-up Equity Capital of the Concessionaire, Net Present Value, the Discounted Fair Value (Lower of Book Value (as recorded in the books of the Concessionaire/Agency) and the Net Present Value), as the case may be, of the relevant assets that are being transferred/Taking-Over. Provided however, damages and/or default compensation (if any) payable by the Concessionaire shall not be considered for Capitalization in the Concessionaire's books while computing the transfer amounts.</p> <p>d) Upon Transfer/Taking-Over Date on successful completion of the O&amp;M Period of 20 years, there shall not be any payment due to the Contractor/Concessionaire in respect of Waste to Energy (WtE) Project Facility.</p>
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### Section VII - Special Conditions of Contract

The following Special Conditions of Contract shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

#### Part A - Contract Data

Sub-Clause	Conditions	Data
1.1.2.2 & 1.3	<b>Employer's name and address</b>	<b>Commissioner</b> SMC Municipal Corporation SMC, 470002, MP, India
1.1.2.4 & 1.3	<b>Engineer's name and address</b>	<b>The Superintending Engineer</b> SMC Municipal Corporation SMC, 470002, MP, India
1.1.5.6	<b>Sections</b>	<i>Sections Not allowed.</i>
1.6	<b>Time for the Parties entering into a Contract Agreement</b>	The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non judicial stamp paper in the format enclosed, within 7 days (Seven days) from the date of issuance of Letter of Award to the successful bidder. The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to amount mentioned as per LOA within 15 days (Fifteen days) from the date of issuance of Letter of Award. The incidental expenses of execution of contract Agreement shall be borne by the successful bidder.
2.1	<b>Right of Access to the Site</b>	Within 15 days from the signing of the Contract Agreement or Work Order, whichever is later.

4.2	<b>Performance Security</b>	<p><b>a.</b> Performance Security amount up to COD: amount mentioned as per LOA will be the performance security (PBG) in the form of a Bank Guarantee from a Nationalized / Scheduled / Commercial bank issued in favour of SMC Municipal Corporation as per format given in Section VIII.</p> <p><b>b.</b> Performance Security amount after COD : amount mentioned as per LOA will be the performance security (PBG) in the form of a Bank Guarantee from a Nationalized / Scheduled / commercial bank issued in favour of SMC Municipal Corporation as per given Format in Section VIII. However, the validity and terms of returning of the above mentioned both Performance Securities shall be as per the GC Clause 4. 2 [Performance Security</p>
4.19	<b>Electricity and water</b>	SMC will Apply for Electricity and Water connections on behalf of the Contractor. The necessary expenses on account of the connections from line departments and the expenses for the physical supply line up to project site shall be borne by SMC. The Water and Power consumption charges during the contract period shall have to be borne by the Contractor. The Contractor will also be permitted to drill bore wells of required depth for water supply at site.
6.5	<b>Normal working hours</b>	The work can be performed by the contractor as per his convenience, subject to the condition that all risks viz threat to life, damage to property of public and private including compensations if any, shall be borne by the contractor.
7.A	<b>Designs by the Contractor/Concessionaire</b>	All design, build, supply, installation, testing, commissioning and operations under the scope of Contractor.

7.3	<b>Inspection</b>	All works are to be executed in conformity to the relevant BIS Code of Practice. PMC/IE/Engineer of SMC will inspect for quality control as per the latest relevant BIS/ IS code. This clause supersedes any other codes specified earlier in the document.
8.1	<b>Commencement of Works</b>	The Commencement date of the work will be the date of entering in to Contract Agreement.
8.2	<b>Contract Period / Term</b>	(a) Time for Completion/ Commissioning of project facility (Design, Build, Installation, Testing and Commissioning) shall be 12 months from the Commencement date of the work  (b) Operation & Maintenance (O&M) Period: 30 years from the date of Commercial Operation (COD)
11	<b>Defects Liability Period</b>	2 year
14.3	<b>Application for Interim Payment Certificates</b>	Interim Payment Certificates should not be raised more than once in a calendar month.
14.4	<b>Minimum Amount of Interim Payment Certificates</b>	(fee/royalty)
14.5	<b>Issue of Interim Payment Certificates</b>	The Contractor will submit the statement as for Sub- Clause 14.3 of the General Conditions of the contract to the PMC for check, certification and onward submission to the Employer.
18.2	<b>Minimum amount of third- party insurance</b>	As per the prevailing rules of MP Govt.
20.2	<b>The Adjudicator shall be</b>	The Adjudicator proposed by the Employer is: <b>Superintending Engineer, SMC</b> . The hourly fee for this proposed Adjudicator shall be: Rs 1000/-. The Biographical data of the proposed Adjudicator is as follows: Engineering professional, with more than 20 years' experience with post graduate degree in Engineering.

**Part B - Specific Provisions**

**ANNEXURE -A**

**KEY PERFORMANCE INDICATORS (KPI)**

S.N.	Key Performance Indicator	Baseline requirement	Default	Source of measuring data	Liquidated Damages
1	Compliance with the Environmental Protection Act, 1986, Solid Waste Management Rules, 2016 and SPCB Norms & conditions of Consent to Operate.	Parameters as provided in the Applicable Rules & Consents.	All incidences	<ul style="list-style-type: none"> <li>▶ Monthly Status Report</li> <li>▶ Random check by Independent Engineer/ PMC/Engineer</li> </ul>	As per the penalty and fines levied by competent Authority or Government Instrumentality responsible for regulating compliance with Applicable environmental laws including but not limited to Environmental Protection Act 1986/SWM Rules 2016

## **Section VIII- Contract Forms**

**a. Contract Form (Draft Contract/Concession Agreement)**

THIS AGREEMENT made the .....Day of ..... 2024.....  
Between

..... SMC Municipal Corporation (hereinafter called "the Employer"/ OR "SMC") having its registered/ principal office at \_\_\_\_\_ (India) which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns of the one part

AND

..... (Name of Successful bidder) (hereinafter called "the contractor"/"Concessionaire"/ "Successful Bidder") having its registered/ principal office at \_\_\_\_\_ and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns,

WHEREAS the SMC has invited bids for \_\_\_\_\_ and whereas the Successful Bidder desirous of undertaking the works has bid and SMC has accepted the bid for execution of works for a sum of \_\_\_\_\_ (contract price) (hereinafter called "the Contract Price(Fee/Royalty)")

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SMC AND THE SUCCESSFUL BIDDER AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This agreement shall prevail over all other contract documents-

Appendix A: RFP including addendum, corrigendum

Appendix B: Special or Particular Conditions of

Contract Appendix C: General Conditions of Contract

Appendix D: Letter of Intent from Authority and Letter of Acceptance

Appendix E: Bidders Technical Bid

Appendix F: Price Bid – Forms

**Appendix G: Form of Performance Bank Guarantee, if Applicable**

Appendix H : Roles and Responsibilities.

In the event of any ambiguity or conflict between the Contract Documents listed in Section 2 of this Contract form, the order of precedence shall be the order in which the Contract Documents are listed in Section 2 of this Contract Form. However with in the Appendix A, the order of precedence will be Addendum, corrigendum and, BOQ and Drawings, RFP Volume.

3. The Successful bidder shall be bound by the details furnished by him/her to the SMC while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the quality of the work/ services or rate are found of poor quality or different

specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

4. The rate quoted by the selected Successful bidder, and as Approved by the SMC, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.
5. In considerations of the payments to be made by the SMC to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the SMC to provide the goods and services and to remedy defects there in conformity in all respects with the provisions of the contract.
6. The SMC hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract; Similarly, the Successful bidder hereby covenants to pay the SMC in consideration of the provision of the Royalty and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract, as the case may be.
7. The Successful Bidder hereby agrees to deliver the works/ services as mentioned above within contract period of \_
8. That in the event of any dispute arising between the parties; the same shall be referred to the Adjudicator for reaching to a amicable solution. In case of failure to reach an agreement from Adjudicator shall be settled by arbitration.

**THIS AGREEMENT** will take effect from .....day of.....Two

Thousand Twenty and shall be valid for Twenty year from COD.

**IN WITNESS WHEREOF**, both the parties SMC and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement as of \_\_\_\_\_day of month \_\_\_\_\_ of 2022 here at SMC.

<p>For and on behalf of the 'Successful Bidder/ Contractor'</p> <p>Signature of the authorized officer Name of the Officer</p> <p>By the Said ..... Names on behalf of the "Authorized Signatory, of the firm / company "</p> <p>In the presence of Witness:..... Name:..... Address:..... ... .....</p>	<p>For and on behalf of the "Commissioner, SMC" Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the Said ..... Names on behalf of the "Commissioner, SMC"</p> <p>In the presence of Witness: ..... Name: ..... Address:..... .....</p>
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**b. Performance Bank Guarantee Format**

**(To be on non-judicial stamp paper of Appropriate value as per Stamp Act relevant to place of execution.)**

1. In consideration of the SMC Municipal Corporation, (hereinafter called 'SMC') having agreed to M/s Firm name with address (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between SMC **and M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by SMC.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the SMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We undertake to pay to the SMC any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 12 months from the date of submission of bid whichever is earlier.
5. We, Bank name with address, further agree with the SMC that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful

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bidder(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the SMC or any indulgence be the SMC to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the SMC in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand to be made by the SMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For \_\_\_\_\_

(Indicate name of Bank)

**Volume – II**

**PART 4 - Project Information Memorandum**

### Project Information Memorandum

SMC is a city and a municipal corporation in the Indian state of Madhya Pradesh. As per SMC record, the total quantity of Municipal Solid Waste is around 120 MT/day in year 2020, which is high as compared to the CPHEEO norms. This may be because of high percentage of silt generated during the desilting of the open drains as SMC does not have underground sewerage system. The Data from SMC depicts that presently 120 TPD of waste generation.

In order to ensure compliance to Solid Waste Management Rules 2016, Waste to Energy (WtE) Plant Facility of 120 TPD has been proposed by SMC for processing of Municipal Solid Waste.

It is also informed the SMC shall ensure supply of required Waste to the proposed Plant site.

It is also informed that about 3.75 to 4 acres land on lease basis to the bidder at nominal and Approved rates shall be provided by SMC along with boundary wall around the project site. The SMC shall also provide Approach road, Water and Power supply line and its connection up to the main entry gate of proposed site.

SMC Municipal Corporation (SMC) intends to undertake **“Development of 120 TPD (MT Capacity Per Day) Waste to Energy (WtE) Plant at Sagar City for Processing of Municipal Solid Waste of Sagar Municipal Corporation and convert it to Power/Energy/Resource using Thermo Catalytic Conversion - producing clean energy and extracting sustainable derivatives, on Design, Build, Finance, Operate (DBFO) basis with Design Build period of 16 months and O&M period of 30 years.”** with a Private Service Provider to (herein after referred as **Project**). SMC is inviting proposals from the interested parties as per the laid down terms and conditions in this Request for Proposal (RFP).

**Project Site Location:**

The Project Site is located in SMC Municipal Corporation as presented in the below image. The Geographic Coordinates of the proposed project site are Latitude: 23-92-49.60 N, Longitude: 78-22-22.30E

**Location of the Project Site in the City****The Project Site surrounding and Land Availability.**

The project site is surrounded with various features as mentioned below,

1. East Side: Open fields
2. North: Open fields
3. West Side: Open fields
4. South: Open fields