



Bhubaneswar Municipal Corporation

Progress Through Partnership for Better Bhubaneswar

**SWACHH
SURVEKSHAN**
2025-26
ULB code: 801859

No. 29639 /Date 22.05.2026 /
~~KXXC-11-SBAC~~ - 96 | 2026
Sanitation section

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

On behalf of the Commissioner, Bhubaneswar Municipal Corporation (BMC), Dy. Commissioner (Sanitation), BMC invites Request for Proposal (RFP) from interested agencies who fulfil the eligibility criteria requirement set forth in the RFP document for **“Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.”** The detail RFP document can be seen and downloaded from BMC website <http://bmc.gov.in> from 25.05.2026 (11.00 AM) onwards.

For queries, interested parties may contact the office of Deputy Commissioner (Sanitation), Bhubaneswar Municipal Corporation at ICOMC Tower at Satya Nagar, Infront of Satya Nagar Kali Temple on Janpath, Unit-IX, Bhubaneswar- 751022, Odisha, India.

1. Schedule of Events:

Period of availability of Tender Document in BMC website	From Dt.25.05.2026 to Dt.16.06.2026 (till 4:00 PM)
Pre-bid meeting (Physical & Virtual)	On Dt. 02.06.2026 (Time 12.30 PM) (4 th floor Conference Hall of ICOMC Tower)
Last date and time of receiving queries to be sent to email id: dc-sanitation@bmc.gov.in and swmpmu@gmail.com (Format for sending queries attached in Annexure-X)	Dt. 03.06.2026 (by 5:00 PM)
Last date and time for submission of bids	16.06.2026 (till 4:00 PM)
Date and time for technical bid opening	17.06.2026 (11:00 AM)
Financial bid Opening	Will be Communicated by BMC
Address for submission of Bid	To The Dy. Commissioner (Sanitation) Bhubaneswar Municipal Corporation, 4 th Floor, BMC-ICOMC Building, Satya Nagar, Opposite Satya Nagar Kali Temple, Bhubaneswar- 751 022

2. All amendments, Clarifications, time extension etc. will be uploaded in the website only interested parties should regularly visit the above website to keep themselves updated.

By Order of Commissioner, BMC


Additional Commissioner
Bhubaneswar Municipal Corporation

ସ୍ୱଚ୍ଛତା କି ନାହିଁ ପେଲ-ବାହାଏଇନ ହାଥ, କାରିମ ସାଫା ସାଥ | SWACCHATA KI NAYI PENEL-BADHAYEIN HAATH, KAREIM SAFAI SAATH

📍 BMC - ICOMC Tower, Unit-IX, In front of Satya Nagar Kali Temple on Janpath, Bhubaneswar- 751022, Odisha, India.
☎ 8280282000 ✉ info@bmc.gov.in / grievance@bmc.gov.in

Memo No.

Dt.

Copy forwarded to Director, Information and Public Relation Department and A.C (PR and Communication, BMC) for publication of the notice for Request for Proposal (RFP) in one English newspaper i.e., Times of India in its all-India edition copy and also in one Odia daily (Samaja) copy on or before dt. **25.05.2026**. A copy of the notice published in both news paper to be shared to this office.


Additional Commissioner
Bhubaneswar Municipal Corporation

Memo No. 29640

Dt, 22.05.2026

Copy forwarded to D.C (IT) for uploading of the Request for Proposal document on BMC website before 11:00 AM of dt. **25.05.2026**.


Additional Commissioner
Bhubaneswar Municipal Corporation

Memo No. 29641

Dt, 22.05.2026

Copy to CFO, BMC/ DC (Sanitation), BMC /Executive Engineer (Sanitation)/ Asst. Engineer (Sanitation), BMC for information and necessary action.


Additional Commissioner
Bhubaneswar Municipal Corporation

Memo No. 29642

Dt, 22.05.2026.

Copy submitted to PA to Hon'ble Mayor, BMC/PA to Commissioner, BMC for kind information of Hon'ble Mayor and Commissioner respectively.


Additional Commissioner
Bhubaneswar Municipal Corporation

Request for Proposal (RFP)

for

**Operation & Maintenance (O&M) of 150 TPD Material
Recovery Facility (MRF) at Palasuni.**



**Bhubaneswar Municipal Corporation
ICOC Tower, Janpath Road, Satya Nagar
Bhubaneswar - 751022**

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and facilitate in making financial offer pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such

costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Schedule of RFP Process

Bhubaneswar Municipal Corporation (BMC) invites Proposals for “**Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni**”. Interested Applicants can download the RFP from the official website of BMC i.e. <https://www.bmc.gov.in/> . The Applicants are advised to carefully go through the RFP document and ensure that they satisfy the eligibility conditions. The schedule of bidding process shall be as follows:

1. Schedule of Events:

Period of availability of Tender Document in BMC website	From Dt.25.05.2026 to Dt.16.06.2026 (till 4:00 PM)
Pre-bid meeting (Physical & Virtual)	On Dt. 02.06.2026 (Time 12.30 PM) (4 th floor Conference Hall of ICOMC Tower)
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1. INTRODUCTION

- Bhubaneswar Municipal Corporation (hereinafter referred to as “BMC” or “Authority”) was constituted in the year 1948 as a Notified Area Committee then as a Municipality in the year 1979 and finally as a corporation in the year 1994. BMC has undertaken pioneering work in various fields and perceives its role as principal provider of various municipal services to provide a better quality of life to the residents of Bhubaneswar. An area of approx. 200 sq. K.M. is being covered by BMC which is divided into 3 Zones and further proposed to be divided into another three (3) zones thereby forming six zones in total comprising of 67 wards. As per census 2011, the population of Bhubaneswar is 8.40 lakhs. The anticipated household at present is approx. 2.72 lakhs.
- In order to promote scientific and sustainable municipal solid waste management, BMC has adopted a decentralized waste management system for collection, segregation, processing and disposal of municipal solid waste generated within its jurisdiction. The city presently generates approximately 800 TPD of municipal solid waste, comprising nearly 384 TPD of wet waste and 416 TPD of dry waste. To strengthen decentralized processing and resource recovery, BMC has established 37 Nos. of Micro Composting Centres (MCCs), 23 Nos. of Material Recovery Facilities (MRFs), collectively known as Wealth Centres (WCs), along with one centralized Semi-Mechanized 150 TPD Material Recovery Facility (MRF) at Palasuni, Bhubaneswar.
- The 150 TPD MRF facility at Palasuni has been developed by BMC for scientific processing, segregation, recovery and management of dry municipal solid waste. The facility comprises processing sheds/buildings, semi-mechanized segregation systems, conveyor systems, baling units, electrical installations, utilities and other supporting infrastructure required for efficient operation of the plant.
- The primary objective of this Tender is to engage a technically competent, experienced and financially sound Agency for Operation, Maintenance and Management of the existing 150 TPD MRF facility on a Monthly Royalty Basis through open competitive bidding. The selected Agency shall be responsible for efficient operation of the facility, processing and recovery of recyclable materials, handling and management of RDF, upkeep of machinery and infrastructure, deployment of required manpower, compliance with statutory and environmental regulations and maintenance of operational standards as prescribed by BMC from time to time.
- The Agency shall ensure scientific processing and environmentally sound management of dry waste in compliance with the Solid Waste Management Rules, 2016, guidelines issued by Central Pollution Control Board (CPCB), State Pollution Control Board (SPCB) and other applicable statutory provisions.
- The Agency shall also ensure maximum resource recovery, reduction of landfill dependency, proper channelization of recyclable materials and safe disposal/co-processing of RDF through authorized cement plants or industries, thereby supporting circular economy principles and sustainable waste management practices.

- The selected Agency shall operate the facility in a professional, efficient and commercially viable manner without causing any environmental nuisance, health hazard or disruption to surrounding areas and shall maintain the facility in good operational condition throughout the contract period.

2. OBJECTIVE

The objective of this Tender is to engage a technically competent, experienced and financially sound Agency for Operation, Maintenance and Management of the existing 150 TPD Semi-Mechanized Material Recovery Facility (MRF) at Palasuni, Bhubaneswar on a Monthly Royalty Basis through open competitive bidding. The selected Agency shall ensure efficient processing and scientific management of dry municipal solid waste, maximum recovery of recyclable materials, safe handling and management of Refuse Derived Fuel (RDF), proper upkeep of plant & machinery and compliance with all applicable statutory, environmental and operational standards prescribed under Solid Waste Management Rules, 2016 and other relevant regulations. The Agency shall operate and maintain the facility in a professional, environmentally responsible and commercially viable manner so as to strengthen sustainable waste management practices, promote circular economy principles and ensure uninterrupted functioning of the MRF facility under Bhubaneswar Municipal Corporation.

3. PROJECT MODALITIES

3.1. Project Overview

Bhubaneswar Municipal Corporation has established a Semi-Mechanized 150 TPD Material Recovery Facility (MRF) at Palasuni, Bhubaneswar for scientific processing and management of dry municipal solid waste generated within its jurisdiction. The facility has been developed with necessary civil infrastructure, processing shed, segregation platform, conveyor systems, baling units, electrical installations, utilities and other supporting infrastructure for efficient operation of the plant.

The project envisages engagement of a technically competent and experienced Agency for Operation, Maintenance and Management of the said MRF facility on a Monthly Royalty Basis through open competitive bidding. The selected Agency shall be responsible for operation of the facility, processing and segregation of dry waste, recovery and channelization of recyclable materials, management and dispatch of Refuse Derived Fuel (RDF), maintenance of plant & machinery, deployment of manpower and ensuring compliance with all applicable statutory and environmental norms.

The Agency shall operate the facility in an efficient, environmentally sound and commercially viable manner with the objective of maximizing resource recovery, reducing landfill dependency and promoting sustainable solid waste management practices in accordance with the provisions of Solid Waste Management Rules, 2016 and guidelines issued by competent authorities from time to time.

3.2 Nature of Contract:

- This contract is towards Operation & Maintenance (O&M) of the existing Material Recovery Facility (MRF). The scope includes day-to-day operation, maintenance, housekeeping, record-keeping, reporting, statutory compliance, and performance management of the facility.
- No civil construction, structural modifications, or capital installation of major plant and machinery shall be undertaken under this contract without prior approval of BMC.
- Any major capital replacement, structural change, or expansion of capacity shall be undertaken only by the Authority or as separately approved by the Authority through a distinct procurement process.
- The Agency shall utilize the existing buildings, plant and machinery, equipment, utilities, and support infrastructure already provided by the Authority. The Agency shall not dismantle, relocate, or modify any existing plant, equipment, or structural component without prior written approval of the Authority.
- The Agency shall not claim any ownership, lien, tenancy right, or encumbrance over the facility, land, building, equipment, or any infrastructure created by the Authority. All fixed assets shall remain the property of the Authority at all times.
- Any improvements, fixtures, or additions carried out by the Agency with prior written approval of the Authority shall automatically vest with the Authority without any compensation at the time of completion or termination of the contract.
- The Agency shall be responsible for safeguarding all assets handed over for operation and shall be liable for any loss, damage, or deterioration arising due to negligence, misuse, or non-compliance with prescribed operating procedures.
- The Agency shall maintain an up-to-date asset register, including condition reports and maintenance history of all plant, machinery, and infrastructure, and shall make such records available for inspection by the Authority at any time.

3.3 Contract Period:

- The contract period shall be **three (3) years** from the date of commencement of operations.
- The contract may be extended at the sole discretion of the Authority, based on satisfactory performance.
- Any extension shall be on the same terms, conditions, and royalty structure

3.4 Scope of the Work of Selected Agency

The selected Agency shall be responsible for operation of the MRF facility including waste receiving, segregation, processing, baling, storage, RDF management, dispatch of recyclable materials, housekeeping, maintenance of plant & machinery, deployment of manpower, maintenance of records and compliance with statutory requirements.

3.5 Waste Supply and Composition:

a) Assured Waste Quantity and Variation:

The Authority shall ensure the supply of dry solid waste up to a minimum of 80% of the total design capacity of 150 TPD to the Material Recovery Facility (MRF). A

permissible variation of $\pm 20\%$ in the proportion of mixed waste shall be acceptable under operational conditions. The supplied waste may comprise a combination of segregated dry waste and mixed waste based on prevailing collection efficiencies and ground realities.

b) Delivery of Waste to the MRF:

The Authority, either directly or through its authorized collection and transportation agencies, shall be responsible for delivering the collected waste to the designated MRF site. The Agency shall not be responsible for collection and transportation of waste from the city and its obligation shall commence only upon receipt of waste at the MRF premises.

c) Acceptance of Supplied Waste:

The Agency shall accept the waste supplied by the Authority within the stipulated range and shall not raise any claim, dispute, or compensation request on account of fluctuations in quantity or variations in waste composition, moisture content, calorific value, or presence of mixed fractions, provided the overall supply remains within the agreed limits.

d) Waste Reception and Handling at MRF:

The Agency shall make adequate arrangements at the facility for proper reception, weighing, unloading, handling, segregation, and temporary storage of the incoming waste. This includes deployment of necessary manpower, equipment, tools, and machinery required for safe and efficient handling of waste within the facility.

e) Storage and Operational Responsibility:

The Agency shall ensure that the received waste is stored in designated areas in a manner that prevents environmental nuisance, health hazards, or operational bottlenecks. The Agency shall also ensure that waste is processed in a timely manner to prevent excessive accumulation within the facility.

f) No Additional Claims Due to Composition Variability:

The Agency shall be deemed to have assessed the nature and variability of municipal solid waste and shall not be entitled to claim any additional financial compensation, extension of time, or contractual relief on account of fluctuations in waste composition or quantity, so long as the supply remains within the agreed parameters.

3.6 Operation & Maintenance Responsibilities:

3.6.1. General Obligations:

The Agency shall be responsible for the efficient, safe, and uninterrupted operation and maintenance of the Material Recovery Facility (MRF) in accordance with the terms of this Agreement, Applicable Laws, Good Industry Practices, and the directions issued by the Authority from time to time.

The Agency shall prepare and submit a comprehensive Operation & Maintenance (O&M) Manual prior to commencement of operations. The O&M Manual shall be subject to review and approval by the Authority. The Agency shall operate and

maintain the facility strictly in accordance with the approved O&M Manual.

3.7 Standard Operating Procedures (SOPs):

The O&M Manual shall include detailed Standard Operating Procedures covering, but not limited to, the following:

a) Waste Receiving and Weighment:

Procedures for receipt of waste at the facility, verification of vehicle details, weighment of incoming waste, recording of quantities, and preliminary inspection of waste characteristics.

b) Segregation and Processing Operations:

Defined procedures for segregation of waste through manual and mechanical means, including material handling processes, sorting protocols, and quality control of segregated streams.

c) Handling of Recyclables and Refuse Derived Fuel (RDF):

Procedures for sorting, processing, storage, and dispatch of recyclable materials and RDF, ensuring safety, quality, and environmental compliance.

d) Maintenance Protocols:

Procedures for operation, inspection, servicing, cleaning, calibration, and upkeep of all plant and equipment to ensure optimum operational performance.

e) Emergency Response Procedures:

Procedures to be followed in the event of emergencies, including but not limited to fire, accidents, equipment failure, or handling of hazardous or unsafe materials.

3.8. Preventive and Breakdown Maintenance:

- a) The Agency shall implement a preventive maintenance programme for all mechanical, electrical, and instrumentation systems, in accordance with manufacturer recommendations and Good Industry Practices.
- b) The Agency shall prepare routine inspection schedules, maintenance calendars, and servicing plans for all equipment and machinery, including but not limited to conveyors, shredders, trommels, balers, compactors, and material handling systems.
- c) The Agency shall maintain records of all preventive and breakdown maintenance activities, including equipment downtime, repairs undertaken, spare parts utilized, and corrective measures implemented.
- d) In the event of equipment breakdown, the Agency shall take immediate corrective action to restore operations and shall ensure that disruptions to plant operations are minimized.

3.9 Manpower Deployment:

- a) The Agency shall deploy adequate and suitably qualified manpower for operation and maintenance of the facility, including supervisory, technical, skilled, semi-skilled, and unskilled personnel.

- b) The Agency shall prepare and maintain an organizational structure and shift deployment plan to ensure uninterrupted operation of the facility throughout the Contract Period.
- c) The Agency shall maintain adequate reserve and standby personnel to ensure continuous operations during planned leave, absenteeism, emergencies, or increased workload conditions.
- d) All personnel deployed shall be adequately trained and competent to perform their assigned duties in compliance with operational, safety, and statutory requirements.

3.10 Safety and Emergency Management:

- a) The Agency shall implement comprehensive safety management systems to ensure a safe working environment at the facility.
- b) The Agency shall conduct periodic risk assessments and implement mitigation measures to address operational hazards and safety risks.
- c) The Agency shall develop and implement emergency response plans covering fire safety, accidents, hazardous incidents, equipment failure, and other emergencies.
- d) The Agency shall provide appropriate safety infrastructure, including fire-fighting systems, emergency exits, first-aid facilities, personal protective equipment, and safety signage.
- e) The Agency shall conduct periodic safety training, mock drills, and awareness programmes for all personnel engaged at the facility.

3.11 Safety and Emergency Management:

- a) The Agency shall implement measures for effective control of dust, noise, and odour within and around the facility.
- b) The Agency shall ensure proper management, treatment, and disposal of wastewater, leachate, and other liquid effluents generated during operations.
- c) The Agency shall comply with all applicable environmental laws, regulations, permits, and conditions stipulated by statutory authorities.
- d) The Agency shall ensure that all operations are carried out in a manner that minimizes environmental impact and prevents pollution or environmental degradation.

3.12 Approval and Compliance:

The O&M Manual, including all procedures, plans, and protocols described above, shall be submitted by the Agency to the Authority for review and approval prior to commencement of operations.

The Agency shall operate and maintain the facility strictly in accordance with the approved O&M Manual. Any revisions or modifications to the O&M Manual shall require prior approval of the Authority.

4. Utilities and Operating Expenses

4.1. Responsibility for Utility Costs:

The Agency shall be solely responsible for arranging and bearing all costs associated with utilities and consumables required for the operation and maintenance of the Material Recovery Facility (MRF). This shall include, but not be limited to, expenses

towards electricity, water, fuel, lubricants, oils, chemicals, consumables, spare parts, tools, and any other operational inputs required for uninterrupted functioning of the facility.

4.2 No Reimbursement by the Authority:

All recurring operating expenses incurred in connection with the operation and maintenance of the facility shall be borne entirely by the Agency. The Authority shall not be liable to reimburse any expenditure incurred by the Agency towards utilities, consumables, or any other operational costs, irrespective of fluctuations in tariffs, prices, or consumption levels.

4.3 Arrangement and Continuity of Utilities

The Agency shall be responsible for ensuring uninterrupted availability of all utilities required for smooth operations. This shall include securing necessary service connections, coordinating with utility providers, and ensuring timely payment of bills and charges. Any disruption in operations due to non-payment or non-availability of utilities shall be the sole responsibility of the Agency.

4.4 Energy Efficiency and Resource Optimization:

The Agency shall adopt energy-efficient practices and technologies to minimize consumption of electricity, water, and fuel. This includes optimizing plant operations, maintaining equipment in efficient operating condition, and adopting best practices to reduce wastage and improve overall resource efficiency.

4.5 Monitoring and Record-Keeping:

The Agency shall maintain proper records of utility consumption, including electricity, water, and fuel usage, and shall periodically monitor consumption patterns to identify opportunities for efficiency improvement. Such records shall be made available to the Authority or the Independent Engineer upon request.

4.6 Sustainable and Responsible Operations:

The Agency shall ensure that the use of utilities and consumables is carried out in an environmentally responsible manner and in compliance with applicable environmental and regulatory standards. Any wastage, misuse, or inefficiency leading to operational or environmental impacts shall be rectified by the Agency at its own cost.

5. Waste Processing and Segregation

5.1 General Obligations:

The Agency shall be responsible for systematic processing and segregation of all incoming dry waste received at the Material Recovery Facility (MRF). The objective shall be to maximize recovery of recyclable materials, production of Refuse Derived Fuel (RDF), and safe handling of inert and residual fractions. All operations shall be carried out in accordance with Good Industry Practices and applicable environmental and safety norms.

The Agency shall ensure that waste is handled, sorted, and processed using a combination of manual and mechanical methods so as to achieve optimal recovery and

minimize the quantity of rejects requiring disposal.

5.2 Recovery of Recyclables and Segregation into Material Streams:

The Agency shall segregate the incoming dry waste into distinct recyclable categories to the extent possible, which shall include, but not be limited to, the following:

- a) **Paper:** Includes newspapers, magazines, office paper, mixed paper, and other recoverable paper products suitable for recycling.
- b) **Cardboard:** Includes corrugated boxes, packaging cartons, and other paper-based packaging materials.
- c) **PET Bottles:** Plastic bottles primarily made from PET, which shall be separately collected, baled, and stored for recycling.
- d) **Plastics (General):** Mixed plastics that are recyclable and not classified under specific polymer categories.
- e) **Metals:** Ferrous and non-ferrous metals, including iron and steel scrap, shall be separated using manual or mechanical means.
- f) **Aluminum:** Aluminum cans, foil, and other aluminum-based materials shall be segregated separately.
- g) **Glass:** Glass bottles, jars, and other glass materials shall be collected separately to prevent contamination and breakage-related hazards.
- h) **Coconut Shell:** Coconut shells and similar organic but non-putrescible materials shall be separated for appropriate reuse or disposal.
- i) **Rubber:** Rubber materials including tyres, tubes, and rubber-based waste products shall be separately handled.
- j) **Leather:** Leather-based waste such as scraps and unusable leather products shall be segregated for appropriate handling.
- k) **Batteries:** Batteries shall be carefully segregated and stored separately as potentially hazardous waste. Handling shall comply with applicable environmental and safety regulations.

5.3 Plastic Segregation

The Agency shall undertake detailed segregation of plastics based on type and recyclability to enhance recovery value and downstream recycling efficiency.

- a) **Film Plastics:** Film plastics shall be segregated into categories such as:
 - Low-Density Polyethylene (LDPE)
 - Linear Low-Density Polyethylene (LLDPE)
 - Polypropylene (PP) films

These materials shall be sorted, cleaned where required, baled, and stored separately for onward processing or sale.

b) Rigid Plastics: Rigid plastic items shall be segregated based on polymer type, including but not limited to:

- High-Density Polyethylene (HDPE)
- Polypropylene (PP)
- Acrylonitrile Butadiene Styrene (ABS)
- High Impact Polystyrene (HIPS)
- Polyvinyl Chloride (PVC)

Each category shall be handled separately to maintain purity and maximize recycling value.

5.4 Processing Standards

The Agency shall ensure that:

- All segregated materials meet marketable quality standards to the extent feasible;
- Sorting and segregation processes are designed to minimize contamination.
- Residual fractions that cannot be recycled are processed into RDF or disposed of in accordance with applicable regulations.

5.5 Storage and Dispatch

The Agency shall provide adequate storage areas for segregated materials, ensuring that different material streams are stored separately to prevent cross-contamination. Recovered recyclables shall be periodically dispatched to authorized recyclers or buyers in compliance with applicable laws and environmental norms.

6. Rights Over Recovered Materials and Revenue Sharing

6.1 Ownership and Sale of Recovered Materials:

The Agency shall have full rights to sell, transfer, or otherwise dispose of all recovered recyclable materials, Refuse Derived Fuel (RDF), and other by-products generated from processing of waste at the Material Recovery Facility (MRF), in accordance with applicable laws and regulations. All revenues generated from the sale of recyclables and by-products shall accrue to the Agency, subject to payment of the applicable royalty to the Authority as specified in this Agreement.

6.2 Basis of Contract Award – Highest Royalty (H1):

The contract shall be awarded to the bidder quoting the Highest Monthly Royalty (H1) payable to the Authority. The royalty quoted by the successful bidder shall be the amount payable per month to the Authority throughout the term of the contract, subject to escalation provisions provided herein.

6.3 Payment of Monthly Royalty:

The Agency shall pay the agreed monthly royalty amount to the Authority within the first fifteen (15) days of the succeeding calendar month. In case of delay in payment, the Agency shall be liable to pay interest or penalties as prescribed under the Agreement or as notified by the Authority.

6.4 Fixed Royalty During Initial Contract Period:

The monthly royalty amount quoted by the successful bidder shall remain firm and fixed for the initial contract period of three (3) years, irrespective of fluctuations in market prices of recyclables, changes in waste quantity or composition, or variations in operational costs.

6.5 Royalty Escalation on Extension of Contract:

In the event that the contract is extended beyond the initial three (3) year period, the applicable monthly royalty shall be subject to an automatic escalation of ten percent (10%) over the existing monthly royalty payable during the preceding year. The revised royalty shall become applicable from the commencement of the extended period and shall remain in force for the duration of such extension unless otherwise agreed in writing by the Authority.

6.6 No Claim for Adjustment:

The Agency shall not be entitled to claim any reduction, waiver, or deferment of royalty on account of fluctuations in market conditions, operational challenges, or variation in revenue realized from sale of recovered materials.

7. RDF Management and Disposal

7.1 Responsibility for RDF Handling and Disposal:

The Agency shall be fully responsible for the safe handling, storage, transportation, and final disposal of all Refuse Derived Fuel (RDF) generated at the Material Recovery Facility. RDF shall be managed in a manner that is environmentally safe, compliant with applicable regulations, and consistent with Good Industry Practices.

7.2 Authorized Disposal Channels:

The Agency shall ensure that RDF is dispatched only to authorized end-users or processing facilities. Permitted disposal routes include, but are not limited to:

- Co-processing in cement kilns;
- Authorized waste-to-energy or RDF processing facilities;
- Any other disposal or utilization method approved by the competent regulatory authority.

Under no circumstances shall RDF be dumped, landfilled, openly burnt, or disposed of in any unauthorized manner.

7.3 Prohibition on Open Burning and Unauthorized Handling:

Open burning, dumping in open areas, unauthorized sale, or unregulated handling of RDF is strictly prohibited. Any such violation shall be treated as a material breach of contract and may attract penalties, damages, or termination of the contract, in addition to any statutory action under applicable environmental laws.

7.4 RDF Quality Standards:

The Agency shall ensure that RDF produced at the facility meets applicable quality specifications and regulatory requirements, including but not limited to parameters relating to moisture content, calorific value, particle size, and contamination levels. The Agency shall undertake appropriate sorting, shredding, and drying processes as necessary to achieve acceptable RDF quality.

7.5 Storage and Timely Evacuation of RDF:

The Agency shall ensure that RDF generated at the facility is evacuated in a timely manner. RDF shall not be stored or stacked at the facility for more than twenty-four (24) hours under normal operating conditions. Any accumulation beyond this period shall require prior written approval of the Authority, along with justification and a time-bound clearance plan.

The Agency shall maintain adequate arrangements for transportation and dispatch so as to prevent accumulation of RDF within the facility premises. Prolonged storage leading to odour, fire hazard, environmental nuisance, or operational disruption shall be the sole responsibility of the Agency.

7.6 Record-Keeping and Documentation:

The Agency shall maintain accurate and up-to-date records of RDF generation, storage, transportation, and final disposal. Such records shall include quantity generated, dispatch details, destination facility, transport vehicle details, date and time of movement, and acknowledgment of receipt by the receiving facility. These records shall be made available to the Authority or Independent Engineer upon request.

7.7 Penalties and Consequences of Non-Compliance:

Failure to dispose of RDF in accordance with the terms of this Agreement, including unauthorized storage beyond the permitted period, non-dispatch to authorized facilities, or violation of environmental norms, shall be treated as a material breach of contract. In such cases, the Authority may impose penalties, direct corrective action, suspend operations, or initiate termination of the contract, without prejudice to any other remedies available under law or contract.

8. Handling of Hazardous, Inert, and Special Waste

8.1 General Obligations:

The Agency shall ensure that all hazardous, inert, and special categories of waste received at the Material Recovery Facility (MRF) are handled in a safe, environmentally sound, and legally compliant manner. Handling, storage, and transfer of such materials shall strictly comply with the applicable statutory framework, including the provisions of the Solid Waste Management Rules, 2016 and any subsequent amendments, directions, or guidelines issued by the competent authorities.

8.2 Handling of Domestic Hazardous Waste:

- a. Domestic hazardous waste, including but not limited to paints, solvents, pesticide containers, batteries, cleaning agents, and other household hazardous materials, shall be identified, segregated, and stored separately from general waste streams.
- b. The Agency shall ensure that such materials are stored in clearly marked, secure, and leak-proof containers to prevent contamination of other waste streams or risk to human health and the environment.
- c. The Agency shall coordinate with the Authority or authorized hazardous waste management agencies for periodic collection, transport, and safe disposal of domestic hazardous waste in accordance with applicable environmental norms.

8.3 Handling and Disposal of Inert Waste

- a. Inert materials, including silt, stones, construction debris, dust, and other non-recyclable and non-combustible materials separated during processing, shall be handled and stored in a manner that prevents dust generation, obstruction, or environmental nuisance.
- b. The Agency shall arrange for periodic transportation of inert waste to designated disposal or landfill sites approved by the Authority or competent regulatory agencies.
- c. The Agency shall ensure that inert waste is not mixed with recyclable, biodegradable, or hazardous waste streams and is disposed of only at designated locations.

8.4 Disposal of Dead Animals and Specified Domestic Hazardous Waste

- a. The responsibility for collection, handling, transportation, and disposal of dead animals, and specified domestic hazardous waste categories shall remain with the Authority or other designated agencies authorized under applicable laws.
- b. The Agency shall immediately inform the Authority upon identification of such waste at the facility and shall ensure that such materials are safely isolated until removal by the Authority or its authorized representatives.
- c. The Agency shall not process, dispose of, or attempt to handle such waste except for safe temporary isolation, unless expressly authorized by the Authority in writing.

8.5 Safety and Compliance

- a. The Agency shall ensure that personnel handling hazardous or inert waste are provided with appropriate training, protective equipment, and safety instructions.
- b. All handling, storage, and transfer operations shall be carried out in compliance with applicable environmental and safety regulations to avoid health risks and environmental damage.
- c. Non-compliance with statutory provisions or unsafe handling practices shall be treated as a material breach of contract and may attract penalties, remedial action, or termination in accordance with the terms of this Agreement.

9. Manpower Deployment, Safety Measures, and Labour Law Compliance

9.1 Deployment of Adequate and Qualified Manpower:

The Agency shall deploy adequate and suitably qualified manpower for the operation and maintenance of the facility to ensure efficient, safe, and uninterrupted operations. The workforce shall include supervisory staff, skilled operators, semi-skilled workers, and unskilled labour as required for the operation of machinery, manual segregation, housekeeping, maintenance, and administrative functions. The Agency shall ensure that the number and skill level of personnel deployed is sufficient to meet operational requirements throughout the contract period.

9.2 Provision of Personal Protective Equipment (PPE):

The Agency shall provide appropriate and adequate Personal Protective Equipment (PPE) to all workers engaged at the facility. Such PPE shall include, but not be limited to, safety helmets, gloves, face masks, uniforms, protective aprons, gumboots, and

safety shoes, depending on the nature of work performed. The Agency shall ensure that all workers use the prescribed PPE at all times while on duty and that such equipment is regularly inspected, maintained, and replaced when necessary.

9.3 Health, Safety, and Welfare Measures:

The Agency shall ensure that all workers operate in a safe and hygienic environment. Adequate facilities such as drinking water, first-aid facilities, sanitation facilities, rest areas, and protective equipment shall be provided. The Agency shall establish and enforce standard safety procedures for operating machinery, handling waste, responding to emergencies, and preventing occupational hazards.

9.4 Safety Training and Awareness Programs:

The Agency shall conduct regular training programs, toolbox talks, and awareness sessions for all workers on safe working practices, use of PPE, handling of machinery and hazardous materials, and emergency response procedures. Safety training shall be conducted at the time of induction and periodically thereafter to ensure compliance with safety standards.

9.5 Safety Signage and Workplace Safety Measures:

The Agency shall install and maintain adequate safety signage, warning boards, emergency contact details, fire exit signage, and hazard markers at appropriate locations within the facility. Emergency evacuation routes, fire safety instructions, and operating guidelines shall be clearly displayed and easily visible to all workers.

9.6 Compliance with Labour Laws and Statutory Requirements:

The Agency shall comply with all applicable labour laws, rules, and regulations in force from time to time, including but not limited to the Minimum Wages Act, 1948, the Employees' State Insurance Act, 1948, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Industrial Disputes Act, 1947, and any other applicable statutory enactments related to employment, wages, social security, working conditions, and occupational safety.

9.7 Statutory Compliance and Workforce Welfare:

The Agency shall be solely responsible for payment of wages, statutory contributions, insurance, compensation, and all other statutory benefits applicable to its employees. The Agency shall maintain all statutory registers, records, and filings as required under applicable laws and shall produce such records for inspection by the Authority or any statutory authority as and when required.

9.8 Indemnity and Liability:

The Agency shall indemnify and hold harmless the Authority against any claims, damages, liabilities, penalties, or legal actions arising out of non-compliance with labour laws, unsafe working conditions, accidents, or employment-related disputes involving the Agency's personnel.

10. Maintenance of Existing Assets

10.1 Responsibility for Maintenance of Assets:

The Agency shall be fully responsible for the routine maintenance, upkeep, and proper functioning of all existing assets, machinery, equipment, utilities, and infrastructure forming part of the Material Recovery Facility (MRF). This shall include, but not be limited to, all mechanical, electrical, civil, and allied components required for the

efficient and continuous operation of the facility.

10.2 Routine and Preventive Maintenance:

The Agency shall undertake all routine, preventive, and corrective maintenance necessary to ensure uninterrupted operation of the facility. This shall include periodic inspections, servicing, cleaning, lubrication, calibration, adjustment, and minor repairs of all equipment and systems in accordance with Good Industry Practices, manufacturer guidelines, and approved maintenance schedules.

10.3 Replacement of Consumables and Wear-and-Tear Components:

The Agency shall, at its own cost, procure and replace all consumables, spares, and wear-and-tear components required for the smooth and efficient functioning of the facility. Such items shall include, but not be limited to, belts, bearings, blades, filters, lubricants, oils, electrical consumables, and other items subject to routine wear and tear. No separate payment or reimbursement shall be made by the Authority for such replacements.

10.4 Major Repairs and Capital Replacement:

Major repairs, overhaul, or replacement of major equipment, plant, or structural components shall be governed by the terms and conditions specified in the bid documents and this Agreement. The responsibility for execution and financial liability for such major repairs shall be as defined in the contract. Any dispute regarding whether a repair qualifies as routine maintenance or a major repair shall be determined by the Authority or the Independent Engineer, whose decision shall be final and binding.

10.5 Asset Integrity and Performance:

The Agency shall ensure that all assets remain in safe, serviceable, and operational condition throughout the contract period. The Agency shall not permit deterioration of assets due to negligence, improper operation, or failure to carry out timely maintenance. Any damage or deterioration beyond normal wear and tear attributable to the Agency shall be rectified at the Agency's cost.

10.6 Maintenance Records and Reporting:

The Agency shall maintain comprehensive records of all maintenance activities, including preventive maintenance schedules, inspection reports, repairs carried out, spare parts consumed, equipment downtime, and condition assessments. Such records shall be submitted periodically to the Authority and shall be made available for inspection upon request.

10.7 Handover of Assets at End of Contract:

Upon expiry or termination of the contract, the Agency shall hand over all assets, equipment, and infrastructure in good working condition, subject to normal wear and tear. The condition of assets shall be jointly inspected by the Authority and the Agency at the time of handover. Any deficiency or damage attributable to the Agency shall be rectified at the Agency's cost prior to final handover.

11. Environmental Compliance

- The Agency shall comply with CPCB/SPCB guidelines and Consent to Operate conditions.
- Pollution control measures shall be implemented.
- Ambient air quality monitoring shall be conducted.

12. Operational Continuity

12.1 Minimum Operational Days:

The Agency shall ensure that the Material Recovery Facility (MRF) remains operational for a minimum of three hundred and thirty (330) days in a calendar year, excluding force majeure events and planned shutdowns approved in advance by the Authority. This translates to a minimum annual operational availability of approximately 90%. Failure to meet this requirement shall attract penalties as provided under this Agreement.

12.2 Operational Availability Benchmark:

The Agency shall maintain a minimum operational availability of 90% on a monthly basis. Operational availability shall be measured based on the actual operational hours of the facility against the scheduled operating hours. Any shortfall in operational availability below the prescribed threshold shall be treated as performance deficiency and may attract financial penalties or corrective directives.

12.3 Planned Shutdowns and Preventive Maintenance:

Planned shutdowns for preventive maintenance shall not exceed twenty-four (24) hours per month, unless otherwise approved by the Authority. Planned maintenance schedules shall be submitted in advance and shall be designed to minimize disruption to regular operations.

12.4 Unplanned Downtime and Breakdown Limits:

Unplanned downtime due to equipment failure, operational inefficiencies, or lack of preparedness shall be strictly minimized. The total unplanned downtime shall not exceed forty-eight (48) hours in any calendar month. Any downtime exceeding this limit shall be considered a breach of performance obligations and may attract penalties or other remedies under the Agreement.

12.5 Breakdown Response Time:

The Agency shall respond to any equipment breakdown or operational disruption within two (2) hours of occurrence and shall take all necessary measures to restore operations at the earliest. The Agency shall maintain sufficient inventory of critical spare parts and standby arrangements to ensure rapid restoration of operations.

12.6 Downtime Reporting and Monitoring:

The Agency shall maintain a detailed downtime log, including date, time, duration, cause of interruption, and corrective action taken. Such records shall be submitted to the Authority on a monthly basis. Repeated or prolonged downtime shall trigger performance review by the Authority and may result in penalties or remedial directions.

12.7 Consequences of Non-Compliance:

Failure to meet the prescribed benchmarks for operational availability and downtime limits shall be treated as a material breach of contract. In such cases, the Authority may impose financial penalties, require implementation of corrective action plans, suspend operations, or take other actions as deemed appropriate under the terms of the Agreement.

13. Records, MIS, and Reporting

13.1 Maintenance of Digital Management Information System (MIS):

The Agency shall develop, maintain, and operate a comprehensive digital Management Information System (MIS) for capturing, storing, analyzing, and reporting all operational, financial, and performance-related data associated with the Material Recovery Facility (MRF). The MIS shall be accessible to the Authority and shall enable real-time or periodic review of key operational parameters.

The MIS shall, at a minimum, capture the following data points:

- Quantity and category of waste received at the facility (daily and monthly);
- Segregation and processing details, including quantities of recyclables, RDF, rejects, and inerts;
- Quantity of materials sold, dispatched, or disposed of;
- Details of RDF generation, storage, and dispatch;
- Utility consumption data, including electricity, water, and fuel usage;
- Downtime details, including duration, cause, and corrective actions;
- Environmental monitoring data and compliance records;
- Manpower deployment and attendance details.

13.2 Submission of Periodic Reports:

The Agency shall submit comprehensive monthly performance reports to the Authority in both physical and digital formats. These reports shall include, but not be limited to:

- Summary of waste received, processed, and disposed of;
- Recovery rates for recyclables and RDF;
- Details of operational uptime and downtime;
- Environmental monitoring results;
- Maintenance activities undertaken during the reporting period;
- Details of incidents, accidents, or non-compliances, if any;
- Any other information required by the Authority.

In addition to monthly reports, the Agency shall submit quarterly and annual performance summaries as may be required by the Authority.

13.3 Daily Attendance and Workforce Records:

The Agency shall maintain daily attendance records of all personnel deployed at the facility, including supervisory, technical, and support staff. The attendance record shall be maintained in a transparent and verifiable manner, including digital or biometric systems wherever feasible.

The Agency shall prominently display daily manpower deployment details at the facility, indicating the number of workers present by category (skilled, semi-skilled,

unskilled, supervisory, etc.), to ensure transparency and enable effective monitoring by the Authority.

13.4 Record Preservation and Audit:

All operational records, registers, reports, and MIS data shall be preserved for the duration of the contract period and for such additional period as may be prescribed by the Authority or applicable laws. The Agency shall provide access to such records to the Authority, the Independent Engineer, or any authorized agency for inspection, audit, or verification at any time.

13.5 Accuracy and Accountability:

The Agency shall ensure that all records and reports submitted are accurate, complete, and verifiable. Submission of false, misleading, or incomplete data shall be treated as a material breach of contract and may attract penalties, corrective actions, or termination of the contract.

14. Signage and Public Disclosure

- Signboards in Odia and English shall be installed.
- Safety and layout signage shall be displayed.

15. Social Safeguards

- Informal waste pickers may be integrated where possible.
- Engagement with SHGs and stakeholders shall be encouraged.

16. Insurance and Grievance Redressal

16.1 Insurance Coverage:

The Agency shall, at its own cost, obtain and maintain adequate insurance coverage for the entire duration of the Contract. Such insurance shall include, but not be limited to:

- **Workmen's Compensation and Employee Insurance:** Insurance coverage for all employees, workers, and personnel engaged by the Agency at the facility, covering risks related to injury, disability, or death arising out of or in the course of employment.
- **Third-Party Liability Insurance:** Insurance against claims arising from injury, death, or property damage caused to third parties due to the operations and activities carried out at the facility.
- **Asset and Equipment Insurance:** Comprehensive insurance for all machinery, equipment, tools, and other assets used for operation and maintenance of the facility, covering risks such as fire, theft, natural calamities, and accidental damage.
- **Public Liability Insurance:** Coverage against liabilities arising from operational activities that may affect the public, nearby properties, or the environment.

The Agency shall ensure that all insurance policies remain valid throughout the Contract Period and shall furnish copies of such insurance policies, along with renewal documents, to the Authority as and when required.

16.2 Responsibility for Insurance Claims and Liabilities:

The Agency shall be solely responsible for the timely payment of insurance premiums, filing and settlement of claims, and compliance with all conditions stipulated under the

insurance policies. Any financial loss, liability, or penalty arising from inadequate insurance coverage, delay in renewal, or non-compliance with insurance conditions shall be borne solely by the Agency.

16.3 Grievance Redressal Mechanism:

The Agency shall establish and maintain an effective grievance redressal mechanism to address complaints and concerns raised by citizens, local residents, workers, and other stakeholders relating to the operation of the facility

16.4 Grievance Handling and Resolution Timeline:

All grievances received shall be acknowledged promptly and shall be addressed within a reasonable time frame, preferably within seven (7) working days, depending on the nature and complexity of the complaint. Where resolution requires additional time, the Agency shall communicate the reasons for delay along with the expected timeline for resolution.

16.5 Record Keeping and Reporting of Grievances:

The Agency shall maintain a grievance register, either in physical or digital form, recording details of all complaints received, action taken, and closure status. A consolidated monthly report of grievances received and resolved shall be submitted to the Authority.

17. Hazard Identification, Risk Mitigation & Safety Management

The Agency shall implement a comprehensive Hazard Identification and Risk Mitigation Plan to ensure safe operations at the MRF. The plan shall include, but not be limited to:

17.1 Hazard Identification and Risk Assessment (HIRA)

- Conduct a baseline Hazard Identification and Risk Assessment prior to commencement of operations.
- Identify mechanical, electrical, fire, chemical, ergonomic, and biological hazards associated with waste handling and processing.
- Conduct periodic risk assessments and update mitigation measures accordingly.

17.2 Fire and Emergency Preparedness

- Provision and maintenance of adequate fire detection and firefighting systems including fire extinguishers, hydrants, alarms, and emergency lighting.
- Preparation of an Emergency Response Plan (ERP) covering fire, explosion, chemical exposure, electrical accidents, and natural calamities.
- Regular mock drills and training for staff on emergency response procedures.

17.3 Occupational Health and Safety (OHS)

- Mandatory use of Personal Protective Equipment (PPE) including gloves, masks, helmets, safety shoes, reflective jackets, and respiratory protection where required.
- Periodic health check-ups for workers handling waste, including vaccination where applicable.
- Provision of first-aid facilities

18. Termination

18.1 Right of Termination by the Authority:

The Authority shall have the right to terminate this Agreement, in whole or in part, upon the occurrence of any of the following events:

- a. **Material Breach of Contract:** Failure by the Agency to comply with any material obligation under this Agreement, including but not limited to failure to operate the facility in accordance with prescribed performance standards, non-payment of royalty, non-compliance with operational obligations, or repeated violation of contractual conditions.
- b. **Operational Non-Performance:** Failure to achieve the minimum operational benchmarks, including inability to maintain prescribed operational days, repeated breakdowns, prolonged downtime, or failure to carry out maintenance obligations despite written directions from the Authority.
- c. **Non-Compliance with Statutory and Regulatory Requirements:** Violation of any applicable law, rule, regulation, environmental clearance, safety norm, or direction issued by any competent authority, or failure to obtain, maintain, or renew any statutory permission required for the operation of the facility.
- d. **Financial Default:** Failure to pay monthly royalty or any other dues payable to the Authority within the stipulated time, or repeated delays in payment despite written reminders.
- e. **Abandonment or Suspension of Operations:** Abandonment of the facility, suspension of operations without valid justification or prior written approval of the Authority, or failure to mobilize sufficient manpower, machinery, or resources necessary for continuous operations.
- f. **Insolvency or Bankruptcy:** Insolvency, bankruptcy, winding up, liquidation, or any legal or financial proceedings that materially affect the Agency's ability to perform its obligations under this Agreement.

19. Notice and Cure Period:

Before exercising the right of termination, the Authority shall issue a written notice specifying the nature of default. The Agency shall be granted a cure period of thirty (30) days from the date of receipt of such notice to remedy the default to the satisfaction of the Authority.

Where the default poses an immediate risk to public health, safety, environmental integrity, or continuity of essential services, the Authority shall be entitled to take immediate action, including suspension or termination of operations, without waiting for the expiry of the cure period.

19.1 Termination for Convenience

The Authority reserves the right to terminate this Agreement for reasons of public interest, administrative necessity, or policy considerations by providing prior written notice to the Agency. In such cases, the rights and liabilities of the parties shall be settled in accordance with the terms of this Agreement.

19.2 Consequences of Termination:

Upon termination of the Agreement for any reason:

- a. The Agency shall immediately cease operations and hand over peaceful possession of the facility, including all assets, equipment, records, and documents, to the Authority in good working condition, subject to normal wear and tear.
- b. The Agency shall ensure safe and orderly demobilization of personnel and equipment from the site.
- c. Any outstanding dues, penalties, or recoveries payable by the Agency shall be settled prior to final closure.
- d. The Authority shall be entitled to invoke performance security, bank guarantees, or other financial safeguards available under the Agreement.

19.3 Liability and Remedies:

Termination of the Agreement shall be without prejudice to any rights, remedies, or claims available to the Authority under this Agreement or under applicable law, including the right to recover damages, losses, penalties, or costs arising from default by the Agency.

20. Handover and Exit

20.1 Handover of Assets and Infrastructure:

Upon completion of the Contract Period or earlier termination of the Agreement, the Agency shall hand over peaceful possession of the Material Recovery Facility, including all buildings, civil structures, machinery, equipment, tools, utilities, and associated infrastructure, to the Authority. All assets shall be handed over in good working and operational condition, subject only to normal wear and tear arising from reasonable and proper use during the contract period.

20.2 Joint Inspection and Asset Condition Assessment

Prior to handover, a joint inspection shall be conducted by the Authority and the Agency to assess the physical and operational condition of all assets. Any damage, deterioration, or deficiency beyond normal wear and tear, attributable to negligence, improper operation, or inadequate maintenance by the Agency, shall be rectified by the Agency at its own cost prior to final handover. The Authority may, at its discretion, recover the cost of such rectification from any outstanding dues or performance security available under the Agreement.

20.3 Submission of Records and Documentation:

At the time of exit, the Agency shall submit to the Authority all operational records and documents, including but not limited to:

- Complete operational and maintenance records;
- Digital MIS data and historical performance data;
- Equipment manuals, maintenance logs, and service records;
- Records of waste received, processed, and dispatched;
- Environmental monitoring records and compliance reports;
- Inventory of spare parts, consumables, and tools;
- Statutory compliance records and approvals.

All data shall be submitted in both digital and hard-copy formats, as required by the Authority.

20.4 Transfer of Operational Responsibilities:

The Agency shall provide all necessary cooperation to ensure a smooth transition of operations to the Authority or any successor agency appointed by the Authority. This shall include sharing of operational know-how, system access, passwords, keys, and any other information necessary for uninterrupted functioning of the facility.

20.5 Settlement of Pending Liabilities and Statutory Obligations:

Prior to exit, the Agency shall clear all outstanding liabilities, including but not limited to:

- Payment of dues to workers, suppliers, vendors, and statutory authorities;
- Statutory contributions such as provident fund, employee insurance, and taxes;
- Settlement of pending insurance claims, penalties, or environmental liabilities.

The Agency shall provide documentary proof of compliance and settlement of all dues to the satisfaction of the Authority.

20.6 Final Clearance and Exit Certification:

Upon satisfactory completion of all handover obligations, rectification of deficiencies, and settlement of all dues and liabilities, the Authority shall issue a final clearance or completion certificate to the Agency. Issuance of such certification shall mark the formal closure of the Agency's obligations under the Agreement, except for any surviving liabilities as provided under the contract or applicable law.

21. Performance Security & Insurance

- i. The selected Agency shall furnish a Performance Security equivalent to 5% of the estimated total Contract Value of the project, calculated based on the quoted royalty per Metric Ton (MT) of Municipal Solid Waste (MSW) feedstock processing quantity annually.
- ii. It shall remain **valid until 6 months after expiry** of the contract Period.
- iii. The Security may be **forfeited** in case of default or termination.
- iv. The Agency shall maintain **comprehensive insurance** covering:
 - Machinery and equipment,
 - Third-party liability,
 - Workmen compensation, and
 - Fire/natural calamity risks.

Proof of insurance shall be submitted annually to BMC.

22. Penalties and Performance Deductions

22.1 Penalty for Failure to Maintain Operational Availability

If the facility fails to achieve 90% monthly operational availability, the following penalty shall apply:

- Rs. 25,000 per day for each day below the required operational threshold.
- If operational availability falls below 75% in any month, the Authority may treat the default as a material breach and may issue a cure notice. Repeated breach (more than two months in a rolling six-month period) may lead to termination.

21.2 Penalty for Non-Clearance / Accumulation of RDF

- a) The Agency shall ensure that RDF is not stored at the facility beyond 24 hours under normal conditions.
- b) In case RDF remains accumulated beyond the permitted 24 hours:
 - A penalty of Rs. 25,000 shall be levied for non-clearance
 - After exceeding 48 hours a penalty of Rs. 50,000 shall be levied
- c) If RDF accumulation exceeds 72 continuous hours, the Authority shall have the right to:
 - Arrange clearance at the risk and cost of the Agency; and
 - Recover all expenses plus 15% administrative charges from the Agency; and/or
 - Initiate action for suspension or termination of the contract.

21.3 Penalty for Non-Clearance of Recyclable Materials

- a) Recyclable materials recovered from the facility shall be dispatched regularly and shall not be stored in a manner that causes operational congestion, safety risks, or environmental nuisance.
- b) If recyclables are not cleared within 7 days from the date of recovery and such accumulation affects plant operations:
 - A penalty of Rs. 20,000 per day shall be imposed for every day of continued accumulation.
- c) In case accumulation persists beyond 15 days, the Authority may:
 - Dispose of the materials through alternative agencies at the cost of the Agency; and
 - Recover such cost along with an additional 10% supervisory and administrative charge.

21.4 Penalty for Non-Compliance with Maintenance Obligations

Failure to carry out required maintenance resulting in repeated breakdowns or equipment non-availability shall attract:

- Rs. 10,000 per incident for each equipment breakdown attributable to poor maintenance, in addition to penalties applicable for downtime.

21.5 Penalty for Environmental Non-Compliance

If the Agency fails to comply with pollution control measures or environmental standards resulting in notices or action by regulatory authorities:

- The Agency shall bear all penalties, fines, and remediation costs imposed by statutory bodies.
- Additionally, the Authority may levy a penalty up to ₹1,00,000 per incident, depending on severity.

21.6 Repeated Default and Escalation

If any of the above penalties are imposed more than three times in any six-month period, the Authority may:

- Treat the issue as a material breach;
- Invoke Performance Security; and/or

- Initiate termination proceedings as per the Termination Clause.

21.7 No Waiver of Other Remedies

Levy of penalties shall not preclude the Authority from:

- Recovering additional damages;
- Invoking Performance Security;
- Taking corrective action at the Agency's cost; or
- Terminating the Agreement.

22 Minimum Eligibility Criteria

Sl. No	Criteria	Required documents
1	Technical Criteria	
a.	<p>The Applicant must have operated and maintained at least one (1) Material Recovery Facility (MRF) / Automated or Semi-Mechanized Solid Waste Processing Facility of minimum 100 TPD installed capacity, for a minimum continuous period of twelve (12) months during the last five (5) financial years preceding the Bid Due Date Provided that:</p> <p>a) The facility shall have involved segregation and recovery of dry MSW into recyclables, RDF and inert fractions.</p> <p>b) The experience may be under a contract with:</p> <ol style="list-style-type: none"> Urban Local Body (ULB), or State / Central Government entity, or PSU, or Authorized private sector client <p style="text-align: center;">OR</p> <p>The Applicant may also qualify if it is a private sector entity owning and operating an industrial facility, including but not limited to a cement manufacturing unit, which has been utilizing Refuse Derived Fuel (RDF) as an alternative fuel for co-processing or energy recovery in its industrial</p>	<p>a. Work Order & Agreement</p> <p>b. Experience Certificate for work completion explicitly stating the stating the following:</p> <ul style="list-style-type: none"> ➤ Capacity of the plant ➤ Start date for commencement of O&M ➤ End date for completion of O&M (if continued then it must be mentioned till date) <p>The Applicant shall submit documentary evidence in support of the above, which may include, but is not limited to:</p> <ul style="list-style-type: none"> • Statutory permissions and environmental clearances; • Records of RDF procurement, consumption, and processing; • Operational logs or production

	<p>operations.</p> <p>For qualification under this category, the Applicant shall satisfy the following requirements:</p> <p>a) The Applicant shall have utilized not less than 50,000 (Fifty Thousand) metric tonnes of RDF within a continuous period of twelve (12) months, during the last five (5) financial years preceding the Bid Due Date as specified in the tender document.</p> <p>b) The facility shall have been regularly utilizing RDF as a substitute fuel for co-processing, energy recovery, or equivalent industrial application as part of its routine operations.</p> <p>c) The Applicant shall possess all necessary statutory approvals, environmental clearances, and consents required for the storage, handling, transportation, and utilization of RDF in its industrial processes.</p> <p>d) The Applicant shall demonstrate adequate infrastructure, handling systems, and operational capacity for safe, compliant, and environmentally responsible utilization of RDF.</p>	<p>records indicating usage of RDF;</p> <ul style="list-style-type: none"> • Certification or confirmation from competent regulatory authorities or statutory bodies; • Audited statements, invoices, or third-party certifications verifying quantity of RDF utilized.
	<p>The Applicant must have actually generated, transferred, or utilized EPR credits through the CPCB EPR portal in accordance with the Plastic Waste Management Rules, 2016 (as amended) and CPCB guidelines</p>	<p>Screenshots / PDFs from the CPCB EPR portal clearly showing:</p> <ul style="list-style-type: none"> a) Name of Applicant b) CPCB Registration Number c) Quantity of plastic waste processed d) EPR credits generated / transferred / utilized e) Financial year(s)
	<p>Financial Criteria</p>	

a.	The Applicant shall have an estimated annual average turnover of Rs. 5.00 Crore in the last 3 Financial Years i.e FY 2022-23, FY 2023-24 and 2024-25.	a. Audited financial statement i.e P/L account and balance sheet with valid UDIN duly audited by the Chartered Accountant or Statutory Auditor.
b.	The Applicant should have minimum net worth of Rs. 1.00 crore as on 31.03.2025.	a. Certificate from Chartered Accountant or Statutory Auditor.
3.	General Criteria	
a.	The Applicant can be either a Company (Private or Public), or a registered partnership firm, or an LLP firms Proprietorship firm A registered society or Trust	Copies of: Company (Private or Public): Certificate of Incorporation Memorandum of Association Articles of Association Board resolution authorizing it's representative to sign the documents. Registered partnership firm Registration certificate Deed of Partnership LLP firm Certificate of Incorporation Deed of Partnership Proprietorship Copy of GST registration certificate-REG 06 Trust or Society Society Registration Certificate (under Societies Registration Act, 1860) for society OR Trust Registration Certificate (under Indian Trusts Act or State Trust Act) in case of Trust
b.	The Applicant should have a valid PAN Number and GST Number	a. Copy of PAN b. Copy of GST registration number
c.	The Applicant should not be blacklisted by any State/Union Government or its agency as on bid effecting dates. Regarding this, Applicant shall submit an affidavit on non-Judicial stamp paper of Rs 100/- along with technical bid.	a. Notarized Affidavit submitted as per prescribed format in the Tender document.
d.	Must have submitted Power of Attorney for signing of bid proposal and	a. As per prescribed format in Tender Document.

	agreement, Tender Fee and EMD.	
e.	The Applicant is not a Joint Venture of two or more firms	a. Declaration in the Application form

23. Technical Scoring Criteria:

A. Relevant Experience (MRF / RDF Utilisation) – 40 Marks

A1. For MRF / Waste Processing Operators (40 Marks)

Parameter	Marks	Basis of Evaluation
Experience in operating & maintaining an MRF / automated / semi-mechanised processing facility ≥ 100 TPD for ≥ 12 continuous months	20	15 marks for 1 project and 20 marks for more than 1 project
Demonstrated recovery of recyclables & RDF production from dry MSW	10	Based on processing volumes, quality of segregation, and disposal linkages
Demonstrated linkage to end markets (recyclers / RDF offtakers)	10	Documentary proof of offtake arrangement

A2. For Industrial RDF Users / Co-Processing Facilities (40 Marks)

Parameter	Marks	Basis of Evaluation
Demonstrated consumption of $\geq 50,000$ MT RDF in any continuous 12 months within last 5 years	20	10 marks for 50,000–75,000 MT; 15 marks for 75,001–1,00,000 MT; 20 marks for $> 1,00,000$ MT
Demonstrated co-processing of RDF in an industrial facility with environmental compliance	10	Based on permits, environmental clearances, process integration
Operational infrastructure for handling, storage & processing of RDF	10	Based on handling systems, storage capacity, safety systems

B. Technical Capability & Operational Strength – 20 Marks

Option B1 – For MRF / Solid Waste Processing Facility Operators (20 Marks)

Parameter	Marks	Objective Basis of Evaluation
Ownership / Long-term	8	2 marks each for documentary proof

access to waste processing equipment (Trommel, Shredder, Conveyor, Baler/Compactor)		of ownership or long-term lease (\geq 1 year)
Availability of dedicated technical manpower	6	2 marks each for: Plant Manager/Engineer, Mechanical/Electrical Technician, Environmental/Safety Supervisor (supported by appointment letters / payroll records)
Environmental & statutory compliance	6	2 marks each for: Valid Consent to Operate, valid PF/ESI registrations, and self-declaration of no major environmental violations

Option B2 – For Industrial RDF Users / Co-processing Units (20 Marks)

Parameter	Marks	Objective Basis of Evaluation
Installed infrastructure for RDF handling & co-processing (feed system, covered storage, feeding conveyors / injection systems)	8	Documentary proof such as plant layout, equipment list, photographs, commissioning certificates
Environmental & regulatory approvals	6	Valid Consent to Operate and approval for co-processing / alternative fuel use
Demonstrated operational scale	6	Evidence of \geq 50,000 MT RDF consumption in any continuous 12 months within last 5 years (logbooks, purchase records, consumption data)

C. Financial Strength & Stability – 10 Marks

Option B1 – For MRF / Solid Waste Processing Facility Operators (10 Marks)

Parameter	Marks	Evaluation Basis
Average annual turnover \geq Rs. 5 Crore	5	Based on audited financials
Net worth \geq Rs. 1 Crore	5	Based on audited certification

Option B2 – For Industrial RDF Users / Co-processing Units (10 Marks)

Parameter	Marks	Evaluation Basis
Average annual turnover \geq Rs. 50 Crore	5	Based on audited financials
Net worth \geq Rs. 10 Crore	5	Based on audited certification

D. Approach, Methodology & Work Plan (Presentation) – 30 Marks

Parameter	Marks	Evaluation Basis
Understanding of project scope, risks & local context	8	Technical clarity, relevance
Proposed methodology for operations (MRF operations / RDF handling & dispatch / co-processing logistics)	10	Practicality, efficiency, innovation
Operations & Maintenance Plan (including downtime control, logistics, and manpower)	6	Feasibility, robustness
Environmental safeguards, compliance & monitoring plan	3	Clarity and compliance readiness
Quality of presentation & response to queries	3	Communication, preparedness

24. Evaluation of Technical Proposal:

- i. The Minimum Eligibility Criteria shall be scrutinized vis-à-vis the documents submitted to determine the eligibility of the Applicants and the applicant fulfilling the same shall be eligible for next round of technical evaluation i.e. determination of technical score. BMC during the process of evaluation shall have the discretionary right to seek clarifications and documents that has been issued prior to the last date of submission of bids. The Applicants shall be bound to submit the requisite clarification within the due date and time specified in the letter issued by BMC. Non-submission of the same shall within the due date and time shall be deemed as failure on the part of Applicant and BMC may decide on to rejection of the bids. Further, mere submission of clarifications shall not be deemed to make the applicant eligible and is subject to further scrutiny and interpretation by BMC.

- ii. The Applicants cannot claim to have rights for intimation of their rejection during the evaluation process and the final shortlisted bidders decided by BMC for financial bid opening shall be intimated via letter.
- iii. The evaluation of technical score shall be done during second round of bidding and the applicants meeting the minimum eligibility criteria only shall be called upon for presentation on a date and time as communicated by BMC. BMC shall accept no liability for failure on the part of the representatives of the Applicant to be present during the scheduled date and time for any reason whatsoever and a separate date for the same will not be provided.
- iv. The Applicant who achieves the score of **70 out 100 marks in technical evaluation** shall be eligible for opening of financial proposal.
- v. The marks to be awarded in the presentation shall be subjective in nature and shall rely upon the prudence of each committee members awarding the mark. The Average of marks awarded by each Committee member shall be considered as the final score towards presentation out of **30 marks** assigned to the Applicant.
- vi. The final shortlisted bidders achieving a score of 70 shall be intimated on the date and time for opening of financial bid.
- vii. The bidder quoting the **highest Royalty** shall be declared as the successful bidder.

25. Validity of Bid

Proposal shall remain valid for 180 (One Hundred and Eighty) days from the last date of submission. A proposal valid for a shorter period shall be rejected as non-responsive.

26. Corrupt and Fraudulent Practice

- a. Bhubaneswar Municipal Corporation believes that contractors observe highest standard of ethics during execution of the contract.
- b. Bhubaneswar Municipal Corporation will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

• Acknowledgement of Agency

It shall be deemed that by submitting the Proposal, the Agency has gone through the scope of work and other stipulations in detail; and

- a. Made a complete and careful examination of the requirements for the project, details mentioned in RFP, general condition of contract, submission formalities and evaluation mechanism.
- b. Received all relevant information requested from BMC.
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of BMC.
- d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
- e. Agreed to be bound by the undertaking provided by it under and in terms hereof.

BMC shall not be liable for any omission, mistake or error on the part of the Agency in

respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the BMC.

- **Right to Reject any or All Proposals**

Notwithstanding anything contained in this invitation document, BMC reserves the right to accept or reject any proposal and to annul this selection process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

BMC, also, reserves the right to reject any Proposal if:

- i at any time, a material misrepresentation is made or uncovered, or
- ii the agency does not submit in time any information or clarification asked for

- **Documents Comprising**

- A. Envelop -1: Technical Proposal**

The Agency must submit the following particulars / documents along with the technical proposal failing which the proposal may be treated as non-responsive:

- 1.1. The bid must be accompanied by a non-refundable Document Fees of **Rs.10,000/- (Rupees ten thousand)** only in the form of a Demand Draft drawn in favour of “Commissioner, Bhubaneswar Municipal Corporation” payable at Bhubaneswar.
- 1.2. A refundable EMD of **INR 1,00,000/- (Rupees One lakh) only** in the form of a Demand Draft drawn in favour of “Commissioner, Bhubaneswar Municipal Corporation”, payable at Bhubaneswar.
- 1.3. The EMD shall be valid till the validity of the bid. **NO EXEMPTION FROM SUBMISSION OF EMD AND BID PROCESING FEE IS ALLOWED.**
- 1.4. Proposals without the EMD and document fee shall be treated as non-responsive and shall be summarily rejected. No interest shall be payable on such EMD by the government.
- 1.5. The EMD of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required Performance Security Deposits.
- 1.6. The EMD of unsuccessful bidders shall be returned after acceptance of the Letter of Work Order by the Successful Bidder or within 30 days of opening of the financial bid whichever is later.
 - i Covering Letter and Details of Agency as per **Annexure I and II**, respectively
 - ii The Agency shall submit their Company (Private or Public), or a registered partnership firm, or an LLP firms Proprietorship firm or A registered society or Trust certificate, Photocopy of PAN Card, GST Registration, CIN etc.
 - iii All pages of the tender document shall be initialed by the authorized signatory who signed the bids. ***Power of Attorney (on stamp paper of Rs 100) duly notarized has to be submitted in support of this*** as per **Annexure III**

- iv The Agency should not be blacklisted by any Government Institution. An affidavit duly notarized on a stamp paper for non-blacklisting shall be submitted as per **Annexure IV**.
- v The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per **Annexure V**.
- vi Proof of work experience of similar nature in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in **Annexure VI**.
- vii Balance Sheets and Profit & Loss Statements for the last three (3) Financial Year duly certified by Chartered Accountant with valid UDIN no. indicating the Annual Turnover for the mentioned years as per **Annexure VII**.

*Note: The Agency must submit a detailed **Index Page** with clearly mentioning the Page Numbers on each Document as required by this RFP.*

B. Envelop -2: Financial Proposal

The Agency must submit the Financial Proposal as per format provided in **Annexure -VIII**.

C. SUBMISSION OF PROPOSAL – PACKING, SEALING, MARKING

- i Duly Sealed Proposal from the Agency filled in all respect must reach BMC at the address, time and date specified in the RFP through Speed/Regd. Post/ Courier/hand delivery.
- ii The Technical Proposal and Financial proposal must be inserted in separate sealed envelopes, along with Agency's name and address in the left-hand corner of the envelope and super scribed in the following manner.

Envelop 1:

Technical Proposal for Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.

Envelop 2:

Financial Proposal for Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.

Both the envelopes i.e. Envelope-1 and Envelope-2 must be packed in a separate sealed outer cover and clearly super scribed with the following:

“SELECTION OF Agency for Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni

The **Agency's** Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to BMC at the following address:

To
The Dy. Commissioner (Sanitation)
Bhubaneswar Municipal Corporation,

Note:

- i. If the outer envelope and the financial proposal envelope is not sealed and not marked as mentioned above, then BMC will assume no responsibility for the tender's misplacement or premature opening.
- ii. Telex, Email, cable or facsimile tenders will be rejected.
- iii. The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by BMC to the eligible Agencies.
- iv. Agencies are advised to prepare their documents with proper sequence and indexing, page numbering without which the bid shall be considered non-responsive.

• **Amendment / Modification**

At any time prior to the deadline for submission of Proposal, the BMC may, for any reason, whether at its own initiative or in response to clarifications requested by an agency, modify/delete any of the terms mentioned in this RFP document by the issuance of Addendum/Corrigendum. All such addendum/ corrigendum will be uploaded in the website <https://www.bmc.gov.in/> and will be binding for all bidders. In order to abide by the issuance of the addendum/ corrigendum or allow the agency for giving a reasonable time for considering an amendment into their proposal, or for any other reason, BMC may, in its sole discretion, extend the Proposal Due Date.

• **Language**

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

• **Late Submission**

Proposal received after the deadline for submission prescribed by BMC will not be entertained and shall be rejected.

• **Consortium / Joint Venture / Sub Contracting**

Agencies are NOT allowed to form consortium / Joint Venture / Sub contracting for participating in the bid or execution of the contract.

• **Modifications and Withdrawal of Proposals**

No modifications to the Proposals shall be allowed once the technical proposal is opened by BMC.

ANNEXURE-I: COVER LETTER

(On the Letterhead of the Agency)

To,
The Commissioner
Bhubaneswar Municipal Corporation
Janpath Road,
Satya Nagar, Bhubaneswar -751022

Date:

Ref: Request for Proposal (RFP) For “**Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.**”

1. With reference to your RFP document____, dated____, I/We, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the and execution of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on

the date of making the Proposal and are also true and correct as on the Proposal Due Date and I/We shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community.
10. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I/We have studied all the Bidding Documents carefully and also surveyed the website of BMC. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
12. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project not awarded to me or our Proposal is not opened or rejected.
13. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website and all the conditions that may affect the implementation cost.
14. I agree and undertake to abide by all the terms and conditions of the RFP document.
15. I shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.
16. I hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Authority (BMC) will be considered as final.
17. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature, name and designation)
of the Authorized signatory with name & seal)

ANNEXURE-II: DETAILS OF AGENCY

- (a) Name of the Agency:
- (b) Legal Status of the Agency (i.e. Company or Partnership):
- (c) Registered Office Address with telephone, fax, website and email:
- (d) Date of Incorporation (Please attach copy of certificate of incorporation/ Registration):
- (e) Name of the contact Person (Authorized Signatory):
- (f) Designation:
- (g) Mobile Number & Telephone Number:
- (h) E-mail Address:
- (i) Fax Number:
- (j) GST Registration number:
- (k) PAN :
- (l) Average Annual Turnover:

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

ANNEXURE-III: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name),.....son / daughter / wife of.....and presently residing at... ..who is (presently employed with us and holding the position of.. .., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.”** Proposed to be developed by Bhubaneswar Municipal Corporation including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to BMC, presenting us in all matters before BMC, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with BMC in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and / or till the completion of the project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __DAY OF ____, 20__

For

..... Accepted

_____ (signature) (Name, Title and Address) of the Attorney *Note:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.*

ANNEXURE-IV (NOTARIZED AFFIDAVIT ON STAMP PAPER)

Format for Declaration by the Bidder on Blacklisting and Termination

I/We hereby declare that I/we including our subsidiary or associate companies have never been Blacklisted, debarred or pre-maturely terminated in any SWM related contract/tender within last two (2) years from the last date of submission of bid by any Department in any State or Central Government or any Central Government Agency in India.

In case the above information found false we are fully aware that the tender/ contract may be rejected / cancelled by BMC and EMD/PBG shall be forfeited.

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

ANNEXURE-V: UNDERTAKING

(On the Letter Head of the Agency)

Date:

To,
The Commissioner
Bhubaneswar Municipal Corporation
ICOMC Tower, Satya Nagar
Bhubaneswar - 751007

Sub: “Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.”

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by BMC. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the BMC. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of project as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the BMC, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the BMC in this regard.

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

ANNEXURE-VI: PROJECT CREDENTIALS

Sl. No	Name of the ULB with Address & Contact Details	Type of Assignment	Work Order or Purchase Order No.	Contract Period		Total duration of the contract (in Month)	Contract Value	Description of the Project	Type of Documents attached as Proof	Page no. with Remarks
				From	To					

**Please use separate sheet if required.*

Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)

Note: Documentary proof (copy of Agreement / Work Order / Completion Certificate etc of related project) with project citation

ANNEXURE-VII: FINANCIAL DETAILS OF BIDDER

Name of the Agency:

Sl .	Particulars	FY 2022-23	FY 2023-24	FY 2024-25
1.	Turnover (in INR Crore)			
2.	Average Overall Annual Turnover for last 3 years (in INR Crore)			

Note:

- 1 Attach certified copies of Annual Audited Balance Sheets, P & L statement and IT Returns Certificate for last 3 (Three) years.
- 2 The above data must be submitted by Agency, duly certified by either Statutory Auditor or Chartered Accountant with valid UDIN no.

Signature of CA / Statutory Auditors

Name of the Authorized Signatory

With Seal and Registration No.

Place:

Date:

ANNEXURE-VIII: FORMAT OF FINANCIAL BID

To,

The Commissioner,
Bhubaneswar Municipal Corporation,
ICOMC Tower, Unit-IX,
Bhubaneswar- 751022

Sub: Financial Bid for **Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.**

Sir,

1. With reference to your RFP document dated _____.____.2026, I/we, having examined the Bidding document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for of the aforesaid Project i.e., **Operation & Maintenance (O&M) of 150 TPD Material Recovery Facility (MRF) at Palasuni.**
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest; and

- (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 9. I/ We believe that we satisfy the Turnover criteria and meet the requirements as specified in the RFP document.
 10. I/ We certify that in regard to matters other than the security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority that could cast doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 12. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
 13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the terms that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 14. I/ We have studied all the Bidding Documents carefully and also surveyed the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data,

type of Green waste generated in the city, the quantum of Green waste that can be expected for generation, market linkage, applicable laws and regulations, and any other matter considered relevant for the Project. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of work.

15. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
16. The Royalty has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and our own estimates of costs associated with implementation of the project.
17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
18. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
19. I/ We hereby submit our Bid by seeking for a Royalty in the form of lump sum monthly fee of Rs. _____ (In words.....) only for undertaking the aforesaid Project in accordance with the Bid document and the Agreement.

Yours faithfully,

Date: (Signature, Name and Designation of the Authorised Signatory)

Place: Name & Seal of the Applicant Company

ANNEXURE-X: PRE-BID QUERY FORMAT

Interested parties shall submit their queries in the following format

Sl. No	Clause No/ Page No	Query/ Modifications Requested	Remark/ Reason

Note:

Agency/s shall submit their query to Dy. Commissioner (Sanitation) through mail dc-sanitation@bmc.gov.in on or before dt.(by 5:00 PM) as mentioned in the pre bid query submission due date.