GREATER HYDERABAD MUNICIPAL CORPORATION, HYDERABAD

OPERATION & MANAGEMENT OF MODERN ABATTOIR AT NEW BHOIGUDA, SECUNDERABAD

JULY
2020
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<td>PRE-BID CONFERENCE</td>
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<td>LAST DATE FOR PURCHASE OF TENDER DOCUMENT</td>
<td>/ / 2020 till 1 pm</td>
</tr>
<tr>
<td>5</td>
<td>LAST DATE FOR SUBMISSION OF PROPOSALS</td>
<td>/ / 2020 till 12 noon</td>
</tr>
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</tr>
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</tr>
<tr>
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<td>LETTER OF INTENT</td>
<td>Will be intimated to the successful bidder</td>
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DISCLAIMER

This Request for Proposal (RFP) is issued by Greater Hyderabad Municipal Corporation (GHMC), Hyderabad.

The RFP is not a prospectus or offer on invitation to the public in relation to the sale of assets, shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any assets, shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither GHMC nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither GHMC nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Project. Such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of GHMC, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relief on as, a promise, representation or warranty.
REQUEST FOR PROPOSAL
Competitive Bidding for Operation and Management (O&M) of Modern Slaughter House at NEW BHOIGUDA, HYDERABAD

1. Greater Hyderabad Municipal Corporation (“GHMC”) invites Qualifications, Technical and Financial Proposals from interested and eligible bidders to participate (“Bidders”) in project for Operation and Management of Modern Abattoir at New Bhoiguda in Hyderabad, as per this bidding document for operation & Management requirements and general guidelines for O&M of the Plant.

2. Due to the poor hygienic conditions, manual slaughtering of animals, residents of the locality approached Hon’ble High Court of Andhra Pradesh for closure and Hon’ble high court allowed their request. Subsequently, the butchers and other stake holders also approached Hon’ble High Court of Andhra Pradesh indicating that their lives are affected because of the closure of Abattoir and informed that a modern Abattoir will take care both the livelihood problem of butchers as well as environmental problem to residents. Accordingly, Hon’ble High Court of Andhra Pradesh directed the Govt of AP and GHMC to construct a Modern Abattoir in New Bhoiguda, now the plant is run by GHMC.

3. The plant is located at New Bhoiguda at Hyderabad. This site is centrally located to cover the large animal meat supply to Old city area and is less than one KM from Secunderabad Railway Station. The site is same as was earlier used for slaughtering and is located on the east side of NTPC. The site has very good road connectivity and located conveniently to distribute carcass.

4. The purpose of this slaughterhouse is to provide the supply of wholesome meat to the population of Hyderabad as well as ensuring the standards for hygiene and safety, operational efficiency, and environmental management.

5. In recognition of the operational complexities and environmental risks, the selected operator should work closely with the GHMC to ensure that the Abattoir complex is operated in accordance with the specified performance criteria.

6. GHMC had been earlier operating the Abattoirs directly when the operations were manual but now seeks to utilize the commercial and technical expertise of private sector while retaining the core responsibility of Ante and post mortem inspection of animals before slaughtering and fixing the fees applicable for various aspects at Abattoir keeping in mind the viability as well as cost to public. This Request for Qualification document is a composite bid document with qualifications, technical & financial bids. The bidder has to estimate their anticipated revenue generation from the project based on the fee structure proposed by GHMC for the first year and revised from time to time with scope of services to be carried out by the operator and indicate the surplus amount operator is ready to share with GHMC. The fees structure approved by GHMC applicable for the shifts earmarked for meeting domestic demand for Modern Slaughter House at New Bhoiguda has been enclosed as annexure-8.

7. The scope of work for the Bidder includes entire operation and Management of all sections of the Abattoir, lairage, utilities, identification system for animals/offals/carcass, delivery of carcass / offals to the respective owners etc. and transportation of offal/carcass to the chilling cum distribution centers. If provided in future, which will be identified by GHMC, in compliance with various laws, rules and regulations of GHMC, Government of Telangana and Government of India.
8. The Abattoir Facility shall be leased out for operation and Management for a period of 3 years
as per the provisions of Plant License Agreement to be entered between the successful bidder
and GHMC. The operator shall be allowed to charge a fee for the services rendered in the
Abattoir. The approved fees for various services including the slaughtering of animals, in shifts
earmarked for meeting domestic demand of Hyderabad, are provided at annexure-8. The fee
is fixed by GHMC based on various factors and the same will be reviewed periodically and any
increase, if required at later, would be considered and modified by GHMC. The details of the
New Bhoiguda Abattoir Facility including utilities and source of revenues from different
components of the project are summarized in the fee structure and O&M requirements and
guidelines for the modern New Bhoiguda Abattoir as per this RFP.

9. Modern Abattoir at New Bhoiguda has been designed & constructed with the following
slaughtering capacity per day with the objective of supplying wholesome meat to the
population of Hyderabad:

- Sheep/Goats - by Halal method - 1200 Nos
- Buffalos/Large animals - by Halal method - 480 Nos

10. Selected bidder shall operate the Slaughter house for minimum of 2 shifts per day to meet the
domestic demand of Hyderabad. In addition to these two shifts, he may also be allowed to
operate for 3rd shift for his own use which could be either for domestic or for export purpose.
Even in the first two shifts, after meeting the domestic demand of Hyderabad, if there is idle
capacity, the selected bidder may utilize facilities for his own use which could be either for
domestic or for export purpose. The timings of the 2 shifts operation to meet the domestic
demand would be from 9:00 PM to 5:00 AM and 5:00 AM to 1:00 PM however operation of
3rd shift for export purpose may be planned between 1:00 PM to 9:00 PM after allowing
sufficient time for daily maintenance / cleaning of plant by the operator. However GHMC is
authorized to change the shift timing as decided by GHMC depending upon the requirement
to meet the domestic demand and shall be communicated to the operator by GHMC well in
advance.

11. The basic amenities provided in the modern slaughterhouse are:

- Livestock-lairage for Sheep/ Goat/ buffalos/cattle
- Unloading Dock & Reception area for animals
- Holding Pens (two numbers – for sheep/ goat and buffalos)
- Slaughtering lines (2 nos) for sheep and goat –halal & (2) for buffalo/large animals-
  halal method.
- Mezzanine floor
- De-hiding, dressing, and washing of carcasses
- Handling carcasses and edible offal
- Inspection of meat with bypass holding of unfit meat and disposal/destruction in
  rendering plant
- ETP
- Boiler Room.
- Water & Utilities.
- Utilities such as ETP structures, equipment
- Electrical station and other related assets such as cables, transformer, bulbs, fans
  etc.
- Overhead Tank.
- Cold store/ chiller rooms (two numbers – for sheep/ goat and buffalos)
- Laboratories
- Fire fighting system
12. GHMC shall handover the above facilities to the licensee for a period of 3 years at a nominal Lease Rental of Rs. 40,00,000/- for the first year (Rupees Forty lakhs for the first year) and the Lease Rental for the subsequent years will be increased as mentioned in the data sheet.

13. An agreement will be signed up between GHMC and the selected Bidder (the “License Agreement”) clearly specifying the rights and duties of each party. The Draft License Agreement will incorporate all the details mentioned in the RFP. The Draft License Agreement copy is attached as Annexure-13.

14. Interested parties may download the Request for Proposal document (the “RFP” document Part – I) from website www.ghmc.gov.in and purchase complete set from the address given below:
Superintending Engineer,
Secunderabad Zone (Maintenance),
Greater Hyderabad Municipal Corporation,
Secunderabad– 500018
Telephone: +91 9989930374,
E-Mail: sesbz.ghmc@gmail.com

The request for complete set of RFP must be accompanied by a non-refundable fee of Rs 10,000 (Rupees Ten Thousand only) by way of a crossed demand draft (non-refundable) drawn in favor of “Commissioner, Greater Hyderabad Municipal Corporation” payable at Hyderabad, India. The complete set will have RFP document, Schedules, Draft Agreement to be entered into by selected bidder.

15. For selection of suitable Operator a ‘Composite Bidding’ process has been planned. Under this process, there will not be any separate Pre-Qualification Stage for short-listing of Bidders and the bidders would be required to submit their qualification, technical and financial submissions in separate sealed covers, as specified in this document. There are minimum technical capability criteria mentioned as qualification requirements to be met by the potential Bidders to become eligible for further technical & financial evaluation. The technical submissions of the qualified bidders would be opened for evaluation and those meeting the minimum technical scores would be considered for financial opening/evaluation.

16. Detailed information on evaluation criteria and methodology are available in Annex 5A hereto. GHMC will not be responsible for any delay, loss or non-receipt of RFP document(s) sent by post / courier.

17. Further, GHMC reserves the rights to accept/ reject any or all applications without assigning any reason thereof.

18. The two parts of the Proposal namely , Other Submissions, Qualification & Technical Proposal, must be submitted in a hard bound form with all pages numbered serially, along with an index of submissions and the third and fourth parts of the Proposal (Financial Proposal and Bid Security) should not be submitted in hard bound form. All figures quoted in the financial Proposal should be covered with a transparent adhesive tape. Bidders are required to submit all details only as per formats issued. The Bidders are also required to submit a draft of their Financial Proposal at the end of their Technical proposal, with figures being marked as XXXXX. In the event any of the instructions mentioned herein have not been adhered to, GHMC will have the right to reject the Proposal.
19. In order to avoid monopoly, it is decided not to have the same firm/consortium for O&M of more than two projects out of the other five projects i.e. Amberpet, Ramanashtpura Gowlipura Slaughter Houses, Rendering plant Chengicharla and the Modern Abattoir project Chengicharla maintained by meat development corporation of Telangana state.

20. Proposal submissions must be received no later than 03:00 hrs on the date for bid opening as indicated in the schedule of bidding process and in the manner specified in the RFP document at the address given below:
   
   Superintending Engineer,
   Secunderabad Zone (Maintenance),
   Greater Hyderabad Municipal Corporation,
   Secunderabad – 500018
   Telephone: +91 9989930374, E-Mail: sesbz.ghmc@gmail.com
A. BIDDING PROCESS AND GENERAL GUIDELINES

1.1 Background / Introduction

1.1.1 Greater Hyderabad Municipal Corporation (GHMC) is responsible for providing various civic services within the limits of the Corporation of Hyderabad. This also includes the operation and management of slaughterhouses.

1.1.2 Due to the poor hygienic conditions, manual slaughtering of animals, residents of the locality approached Hon’ble High Court of Andhra Pradesh for closure and Hon’ble High Court allowed their request. Subsequently, the butchers and other stakeholders also approached Hon’ble High Court of Andhra Pradesh indicating that their lives are affected because of the closure of Abattoir and informed that a modern Abattoir will take care both the livelihood problem of butchers as well as environmental problem to residents.

1.1.3 The plant is located at New Bhoiguda at Hyderabad. This site is centrally located to cover the sheep/goat/large animal meat supply to the citizens and is located next to the nala, HMWSSB and on the east side of NTPC building. The site has very good road connectivity and located conveniently to distribute carcass.

1.1.4 The purpose of this slaughterhouse is to provide the supply of wholesome meat to the population of Hyderabad as well as ensuring the standards for hygiene and safety, operational efficiency, and environmental management.

1.1.5 In recognition of the operational complexities and environmental risks, suitable commissioning period is included in the contract that also specifies that the contractor should work closely with the operator thereby ensuring that the complex design performs in accordance with the specified performance criteria.

1.1.6 GHMC now seeks to utilize the commercial and technical expertise of private sector while retaining the core responsibility of Ante and post mortem inspection of animals before slaughtering and fixing the fees applicable for various aspects at Abattoir keeping in mind the viability as well as cost to public. This Request for Qualification document is a composite bid document with qualifications, technical & financial bids. The bidder has to estimate their anticipated revenue generation from the project based on the fee structure proposed by GHMC for the first year and revised from time to time with scope of services to be carried out by the operator and indicate the surplus amount operator is ready to share with GHMC. The fees structure approved by GHMC applicable for the shifts earmarked for meeting domestic demand for Modern Slaughter House at New Bhoiguda has been enclosed as annexure-8.

1.1.7 The scope of work:

1. To Operate, manage and maintain the New Bhoiguda Modern Abattoir in compliance with various laws, rules, CGMP requirements, prevailing standards, regulations of GHMC/Government of Telangana/Government of India and as required by for the entire term of the License Period including

   a. Livestock-lairage for Sheep/Goat/buffalos/cattle
   b. Large animal processing section including civil, Electrical, mechanical and other assets there of
   c. Small animal processing section including civil, Electrical, mechanical and other assets there of
d. Holding Pens (two numbers – for sheep/ goat and large animals)
e. Utilities such as ETP structure, equipment,
f. Electrical station and other related assets such as cables, transformer, Bulbs, fans etc.
g. cleaning and maintenance of the approach road from entrance to the lairage,
h. cleaning and maintenance of internal roads of the complex,
i. identification system for animals/offals/carcass, delivery of carcass / offals to the respective owners etc.,   
j. Boiler Room.
k. Water & Utilities.
l. Over Head Water Tank
m. Chilling room capacity 30 tonnes.
n. Maintenance of the engaged staff (skilled, Unskilled, technical) duly paying them on time wages including ESI &EPF.
o. Disposal of total slaughter waste as per PCB norms and Dung and other waste should be transported and disposed off at the own cost of Operation and Management agency.
p. Engaging of Veterinary Doctors and other staff as per Man power requirement mentioned at Annexure-10
q. And any other assets included in asset register on “as is where is as it is basis”.

2. To ensure that the Project is able to meet the following slaughtering capacity per day:

<table>
<thead>
<tr>
<th>Section</th>
<th>Capacity to be achieved in two shifts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheep/Goats - by Halal method</td>
<td>1200 Nos</td>
</tr>
<tr>
<td>Buffalos/Large animals - by Halal method</td>
<td>480 Nos</td>
</tr>
</tbody>
</table>

3. To operate the Abattoir for a minimum of 2 shifts per day and may be more than that also. Out of this, operator has to operate 2 shift to meet the domestic daily consumption of meat in Hyderabad however operator may plan and use the 3rd shift for its own use which could be either for domestic or export purpose. Even in the first two shifts, if there is spare capacity, the operator may operate the facilities for his own use which could be either for domestic or export purpose. The timings of the 2 shifts operation to meet the domestic demand would be from 9:00 PM to 5:00 AM and 5:00 AM to 1:00 PM; however operation of 3rd shift may be planned anytime between 1:00 PM to 9:00 PM after allowing sufficient time for daily shutdown of plant by the operator exclusively for maintenance. However GHMC is authorized to change the shift timing depending upon the requirement to meet the domestic demand and such change in timings shall be communicated to the operator by GHMC well in advance.

4. It may be noted that the facility has been constructed to meet the domestic demand of Hyderabad and the objective of allowing one shift for the operator for his own purpose is to make the project operationally viable. The operator has to ensure that in two shifts the plant is able to process and achieve the following operational capacities:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Section</th>
<th>Capacity to be achieved in two shifts</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sheep/Goats - by Halal Method</td>
<td>800</td>
<td>Provided there is demand and adequate number of animals are available for processing</td>
</tr>
<tr>
<td>2</td>
<td>Buffalos/Large animals – by Halal Method</td>
<td>320</td>
<td></td>
</tr>
</tbody>
</table>

5. Generate business for the New Bhoiguda Modern Abattoir by obtaining necessary permissions and approvals from institutions like APEDA, FPO for export or for sale and marketing the facility to various retailer, trader, Butcher, and meat merchants desirous of using the common facility for slaughtering of animals.
6. Provide the Veterinary Doctors and manpower as required at their own cost for Operation, Maintenance, business development, office work, maintaining of equipment, utilities, buildings, security etc., and in running the modern Abattoir use the operational documentation as well as the reporting formats generated under the supervision of GHMC, as provided in Annexure – 11 and Annexure –12 in this document. Manpower suggested for each shift operation as per the requirement assessed and documented is in Annexure – 10 of this document.

7. Purchase and maintain required supplies, gas, electricity and other consumables for regular Operation and Management.

8. Meet all the finances required for operation and Management from the revenue of the different types of fees and slaughtering fees collected and if it is insufficient from their own sources.

9. Process animals as per the national and international best practices.

10. Apply, coordinate and obtain various approvals/certifications/Licenses and accreditations for the facility and production batches as required.

11. Charging and collection of user fees as fixed by GHMC

12. Report Functioning as per formats prescribed by GHMC.

13. To deliver the carcass at site or to the meat shops or meat vendors allocated by GHMC as part of New Bhoiguda Abattoir or transport the carcass to the chilling cum distribution centers.

14. To ensure that the Project meets stipulated pollution norms and guidelines and compliance with various laws, rules and regulations of GHMC, Government of Telangana/AP and Government of India.

**Effluent Treatment part of Operation & Management/ Maintenance is one of the critical areas of the scope of work** as the Modern Slaughter Houses are set up asper the directions given by Hon’ble High Court of A.P based on the petitions filed by residents around the slaughter houses as well as butchers and other communities dependent on slaughter houses. The ETP capacity of the plant at New Bhoiguda is 360 Kilo Liters per Day. The ETP plant should be operated and managed in such a way that the treated water coming out after treatment in ETP plant shall be meeting the following specifications.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PH</td>
<td>-</td>
<td>7.0</td>
</tr>
<tr>
<td>Suspended Solids</td>
<td>Mg/lt.</td>
<td>&lt; 100</td>
</tr>
<tr>
<td>COD</td>
<td>Mg/lt.</td>
<td>&lt; 250</td>
</tr>
<tr>
<td>BOD @ 27 C</td>
<td>Mg/lt.</td>
<td>&lt; 30</td>
</tr>
<tr>
<td>Oil &amp; Grease</td>
<td>Mg/lt.</td>
<td>&lt; 10</td>
</tr>
</tbody>
</table>

The sludge that is collected at different places should be disposed of at the own cost of Operation and Management operator.

15. As GHMC would not be aware at what capacity of Animals processed per day and the load at which ETP plant will reach the maximum capacity where in the treated water can be within above limits, the bidders will have to inform GHMC when ETP plant reaches its full capacity. They should also factor in the time required by GHMC for such expansion to be implemented.

As far as GHMC is concerned, after determining that the ETP has reached its maximum capacity, expansion of ETP will be taken up to meet additional ETP load.

16. Hand over the premises at the time of cessation of contract/agreement with all the fixtures, fittings, and all the equipment as per inventory at the time of handing over and additions
made if any as per contract in the same working condition as at the time of handing over subject to natural wear and tear.

17. The O&M agency has to follow the Telangana State Pollution Control Board norms.

1.1.8 **Obligations of GHMC**

The obligations of GHMC to the selected bidder will be as below:

1. **Handover the New Bhoiguda Modern Abattoir** with the following excluding Man power, consumables, spares, utilities, glass ware.
   - Livestock-lairage for Sheep/ Goat/ buffalos/cattle
   - Unloading Dock & Reception area for animals
   - Holding Pens (two numbers – for sheep/ goat and buffalos)
   - Slaughtering lines (2 nos) for sheep and goat –halal & (2) for buffalo/large animals- halal method.
   - Mezzanine floor
   - De-hiding, dressing, and washing of carcasses
   - Handling carcasses and edible offal
   - Inspection of meat with bypass holding of unfit meat and disposal/destruction in rendering plant
   - ETP
   - Boiler Room.
   - Water & Utilities.
   - Utilities such as ETP structures, equipment
   - Electrical station and other related assets such as cables, transformer, bulbs, fans etc.
   - Overhead Tank.
   - Cold store/ chiller rooms (two numbers – for sheep/ goat and buffalos)
   - Laboratories
   - Fire fighting system
   - Unhindered access to the Private operator and his personnel during the contract period subject to the conditions of contract/agreement and guidelines of GHMC.

2. **Unhindered access to the Private operator and his personnel** during the contract period subject to the conditions of contract/agreement and guidelines of GHMC.

3. **Realizing the gestation period** for development of business and investments in people and systems, allowing a contract period of 3 (Three) years. Allow the extension, if any beyond 3 years, for additional Six months at sole discretion during the changeover period.

4. **Fix the user/ service charges** for operation of facility based on the market norms and Govt objectives to be met after discussing with Private operator.

5. **Allow private operator to charge and collect unit service rates (User fees)** for different types of animals based on the service charges fixed by GHMC.

6. **As Effluent Treatment part of Operation & Management/ Maintenance** is one of the critical areas as the Modern Slaughter Houses are being set up as per the directions given by Hon’ble High Court of A.P based on the petitions filed by residents around the slaughter houses as well as butchers and other communities dependent on slaughter houses, it is the obligation of GHMC to increase the capacity if the existing plant reaches its full capacity.

    The ETP capacity of the plant is 360 KLD with incoming Effluent assumed to be of the following specifications.
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PH</td>
<td>-</td>
<td>6-8</td>
</tr>
<tr>
<td>COD</td>
<td>Mg/lt.</td>
<td>6250</td>
</tr>
<tr>
<td>BOD @ 27 C</td>
<td>Mg/lt.</td>
<td>3500</td>
</tr>
<tr>
<td>Oil &amp; Grease</td>
<td>Mg/lt.</td>
<td>1000</td>
</tr>
<tr>
<td>SS</td>
<td>Mg/lt.</td>
<td>1900</td>
</tr>
</tbody>
</table>

As GHMC would not be aware at what capacity of Animals processed per day and the incoming load of Effluents, the ETP plant will reach the maximum capacity with treated water meeting the limits as mentioned in scope of work, the operation & management partner will have to inform GHMC about reaching the maximum capacity of ETP.

After determining that the ETP has reached its maximum capacity, expansion of ETP will be taken up by GHMC to meet additional ETP load.

7. Assist in getting various registrations and approvals from the Govt. authorities

8. GHMC will try to act against illegal slaughtering within their jurisdiction and the selected bidder is encouraged to inform GHMC of any such illegal slaughtering that comes to their notice.

1.2 Composite bidding process

1.2.1 For selecting a party to undertake the above Project, GHMC has planned to carry out a composite bidding process, wherein there will not be a separate pre-qualification phase and the interested parties are required to submit Proposal in four parts, viz.:

Part 1: Other Submissions
Part 2: Qualification & Technical Proposal
Part 3: Financial Proposal
Part 4: Bid Security

All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among Proposals and minimize potential misunderstandings regarding how Bidders’ Proposals will be interpreted by GHMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

1.2.2 The evaluation of the Proposals would be carried out in four stages. The first stage would involve a test for responsiveness based on Other Submissions and Bid Security (Part 1 & 4). Those proposals found to be responsive would be evaluated for the next two stages i.e. Qualification & Technical Proposal. In the second Stage the Qualification Proposal (Part 2) comprising information of the parties on their technical and financial capability for undertaking the Project would be evaluated. The bidders qualified in the above will be considered for technical evaluation in the third stage. Based on technical evaluation in stage...
three of the evaluation, the Financial Proposal (Part 3) of only qualified bidders would be opened at the last stage of evaluation, for selecting the Successful Bidder.

1.2.3 GHMC will issue a Letter of Intent to the Successful Bidder.

1.2.4 In this RFP, the term “Bidder” refers to all those qualified Applicants that have submitted Proposal in response to this RFP. “Developer” refers to the Successful Bidder selected by GHMC to undertake the Operation and Management of this Project.

1.2.5 GHMC reserves the right not to follow up this RFP and terminate the entire selection process without any obligation to any of the Applicants / Bidders.

1.2.6 The terms used in this RFP and not defined herein shall have the meaning that will be described in the proposed “License Agreement”. The principal contract between the GHMC and the Operator will be the License Agreement, an agreed draft of which will be provided along with LOA. Bidders should clearly undertake at the time of submission of proposal [as per covering letter Annex IA] that they agreed to and abide by all conditions set forth in RFP and any addendum issued thereafter, agreement proposed to be entered, maintenance schedule as will be finalized.

1.2.7 The Operator would be required to meet stipulated pollution norms and guidelines and compliance with various laws, rules and regulations of GHMC, Government of Telangana and Government of India.

1.2.8 The confirmation and cross checking of Plant and other details provided shall be got done by the Bidders on its own.

1.2.9 Within 30 days from the issue of Letter of Intent (LOI), the Bidder would be required to enter into the Plant License Agreement with GHMC after submission of Performance Guarantee in favour of GHMC (of the amount specified in Data Sheet and as per format provided in annexure 7).

1.3 Eligibility Condition:

The bidder should meet the Eligibility criteria as follows:

GENERAL:

1. The Bidder may be a single entity or a group of entities (hereinafter referred to as ‘Consortium’), coming together to implement the Project. The term Bidder

   Used hereinafter would therefore apply to both a single entity and a Consortium. The purchaser of the RFP document must be the Bidder itself or a member of the Consortium submitting the Proposal. The Bidder should submit a Power of Attorney as per the format enclosed at Annexure 2 A, authorizing the signatory of the Proposal to commit the Bidder. In case the Bidder is a Consortium, it must comply with the additional requirements for Bidding as a Consortium as specified in Clause 1.4 of this RFP.

2. The bidders or consortium members can be proprietary, partnership, private limited or public limited companies registered in India.

3. Any one company, single or Joint Venture firm shall not be eligible to submit more than one bid, either individually or as a member of a consortium for the same Project. However,
a company, single or Joint Venture firm, may be part of different consortium, or a sole Bidder for submitting a bid for separate Projects.

4. All Proposals must be submitted, duly signed by the Bidder (or a member authorized to sign the Proposal on behalf of the Consortium) under the “Covering Letter for Proposal Submission” the format for which is provided at Annexure 1A of this RFP.

5. Any entity, which has earlier been barred by GHMC, or Government of Telangana, or Government of India from participating in any tender being undertaken by the respective entity, would not be eligible to submit a Bid, if such bar subsists as on the Bid Due Date.

6. Registration / License: The bidders or consortium members must have works contract registration GST registration, certificates from the appropriate authorities (Photocopies of registration certificates to be submitted.).

7. The firm should not have abandoned any work of Government of India or Telangana/ any Government department’s work during the last 5 years.

8. At any point of time in the Bidding Process, if required by GHMC, it is the Bidders’ responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of GHMC.

TECHNICAL:

9. Should have experience as Developer, Operator and/or Contractor Experienced in Core Infrastructure Sector (preferably in Food sector and even more preferable if in Meat processing sector), where in, has executed Infrastructure projects in the role of Operator/Developer or Promoter/ EPC Contractor on BOOT, BOT, DBOT or similar basis for at least last five (5) years prior to the application submission deadline.

10. Has implemented at least One (1) similar Project with a value of at least INR 10 crores (INR Ten crores only) or Equivalent or two (2) projects each with a value of at least INR 5 crores (INR Five crores only) or Equivalent with in the last five financial years

11. Personnel Capabilities: The firm must have suitable qualified and experienced Personnel for the successful running of the slaughter line, Lairage, ETP, Electrical supply, water supply, and post mortem inspections, etc. of the abattoir. Manpower requirement is given in Annexure – 10 of this document. Key personnel list should be submitted along with bid.

FINANCIAL:

12. Financial capability of the Applicants would be judged on the basis of the Threshold Financial Capability measured on the following criteria:

a. The Average Aggregate Net Worth of the Bidder (either sole or consortium) over the last five financial years should not be less than INR 2.5 crores (INR Two and half crores only) or equivalent over the last 5 (Five) years.

b. The Average Aggregate Profit before Tax (PBT) of the Bidder (either sole or consortium) over the last 5 years not be less than INR 1 crore (INR One crore only) or equivalent over the last 5 (Five) years.

Criteria (a) and (b) of Financial Capability are pass/fail criteria only. The Response Sheets must be supported by a certificate from the Applicant’s statutory auditor. The Application must be accompanied by the Audited Annual Report including balance sheets, Profit and Loss Sheets and Cash Flow Statements of the Applicant (of each member in case of a consortium) for the last five (5) financial years.
FOR A CONSORTIUM

1. In case the Applicant is a Consortium, Eligible Experience and Financial Capability would be taken as an arithmetic sum of the Eligible Experience and Financial Capability of each member of the Consortium. The Consortium Would be required to meet the threshold criteria on the basis of aggregate figures subject to following

2. The technical & financial qualification criteria should be met jointly by all the consortium members.

3. In the event that two or more members of a Consortium have participated in the same Project as Operator/Developers, only one member should mention the Project. In case more than one Member mentions the same Project, the experience of the Member having the higher equity holding at the time of commissioning of the Project shall be considered and the experience of the other Member(s) shall not be considered for the purpose of evaluation.

4. The members of the Consortium shall furnish a Power of Attorney designating one of the members, as per the Memorandum of Understanding (MOU), as their Lead Member (Lead Member is a member who commits to hold at least 51% of aggregate financial commitment (equity shareholding) for the project. A prescribed format for submitting the MOU along with the key Clauses that should be contained in the MOU is provided at Annexure-2C. The authorized representatives of the members shall duly sign the Power of Attorney. The Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- duly attested by notary public.

Proposal submitted by a Consortium should comply with the following additional requirements:

(i) Maximum number of members in a consortium would be limited to 3;

(ii) Wherever required, the Proposal should contain the information required for each member of the Consortium;

(iii) One of the Consortium members should have purchased the RFP document from GHMC as specified in the RFP document;

(iv) The Proposal should include a description of the roles and responsibilities of individual members;

(v) An individual member applying as a sole Bidder cannot at the same time be member of any Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project. Any member who submits or participates in more than one Bid for this Project will be disqualified and will also lead to disqualification of the Consortium of which it is a member;

(vi) Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Annexure 2 B signed by all the members.

5. Members of the Consortium shall submit a Memorandum of Understanding (MOU) for the purpose of submitting the Proposal, as per format attached in Annexure 2C. The Memorandum of Understanding (MOU) shall be furnished on anon-judicial stamp paper of Rs.100/-, duly attested by notary public.
The MOU shall, inter alia:

(i) These shareholding commitments would be recorded in the Plant License Agreement and no changes thereof would be allowed except in accordance with the provisions of the Plant License Agreement and this RFP. The MOU shall communicate the willingness of the Consortium to subsequently carry out all the responsibilities as Operator in terms of the Plant License Agreement, in case the Concession to undertake the Project is awarded to the Consortium.

(ii) Clearly outline the proposed roles and responsibilities of each member at each stage and shall commit the minimum equity stake of each member as required under Clause 1.5 of this RFP.

(iii) Clearly state that members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the O&M and Procedural guidelines for operation of New Bhoiguda Slaughter house and a statement to this effect shall be included in the MOU.

(iv) Should be accompanied by the Board Resolutions (in case of corporate members) and/or undertakings (in case of individual members) of the Consortium, giving authority/undertaking to enter into an MOU with other members for undertaking the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorizing an authorized representative of the member to sign and enter into the MOU and execute Power of Attorneys for the Project. The format for the Board Resolutions / Undertaking that must be submitted is provided at Annex 2D.

(v) Should be accompanied by a certified true copy of the Memorandum and Articles of Association (in case of corporate members), notarized copy of the Registered Partnership Deed (in case of partnership firms) and /PAN/GST (in case of proprietorship firms)

6. A copy of the MOU duly notarized, should be submitted with the Proposal. The MOU entered into among the members of the Consortium should be specific to this Project and should contain the above requirements failing which the Application shall be rejected as non-responsive. The MOU should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

7. Any entity which has been barred by GHMC/Govt. of Telangana/Govt. of India from participating in any Projects (BOOT or otherwise) and the bar subsists as on the Proposal Due Date would not be eligible to submit the Proposal, either individually or as member of a Consortium. An Affidavit as per the format in Annexure-2 E should be submitted along with the Proposal.

8. The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

9. All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated

Notes:

For Foreign exchange conversions, the exchange rate would be the exchange rate (RBI reference rate) as on as was applicable 7 days prior to Proposal Submission Date is to be used. The date and the exchange rate used must be mentioned.
1.5 License Period & Estimated Value of Project Assets

The Concession/ License Period for Operation & Management of the Project will be 3 years, with a right to extend the agreement by a period of 6 months at a time, to facilitate conclusion of O&M bid process for further period; and provided in the Data Sheet.

The Estimated Project Cost (TPC) of the Project is provided at the Data Sheet. The cost provided is only indicative as some of the works are still being executed. No pending works as on this day.

1.6.1 In case of a Consortium, the Lead Member of the consortium will be required to commit for holding a minimum equity stake equal to 51% of the Project at all times during the License Period.

1.6.2 Any dilution in the above commitment as provided/mentioned by the bidders during submission of bid & in this clause shall not be allowed except as per the provisions of the Plant License Agreement.

1.7 Change in Composition of the Bidder

In case a Bidder is a Consortium, change in the composition of the Bidder will not be permitted.

1.8 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. GHMC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.9 Contents of RFP

The RFP consists of 112 pages excluding Draft Agreement and would include any Agenda issued in accordance with Clause 1.11 of Part I of the RFP.

As Part of this RFP, staff requirement, documentation to be done for the operations daily, reporting formats, for modern Abattoir complex at New Bhoiguda, Hyderabad prepared by GHMC for this Project is also being made available to the Bidders (only to those who purchase the document). A copy of the Technical Details that includes Plant features, copy of drawings of the facility, list of equipment, standard operating procedures, operation & Management requirements and guidelines, etc., will be provided to the successful Bidder.

1.10 Clarifications

1.10.1 A prospective Bidder requiring any clarification on the RFP may notify the GHMC in writing. Bidders should send in their queries latest on or before the Last Date for Receiving Queries as given in the schedule of Bidding Process. However, it is not binding for GHMC to answer/accept any or all of such queries/comments.

1.10.2 Copies of the response will be forwarded to all purchasers of the RFP, including a Description of the enquiry.

1.11 Amendment of RFP

1.11.1 GHMC may modify the RFP by issuing an Addendum before Proposal Due Date.

1.11.2 Any Addendum thus issued shall be part of the RFP and shall be communicated in writing to all the purchasers of the RFP and will also be hosted on the GHMC’s Web site. Bidders shall acknowledge receipt of each Addendum in writing to GHMC. GHMC will assume no responsibility for postal delays.
1.11.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, GHMC may, at its sole discretion, extend the Proposal Due Date.

PREPARATION AND SUBMISSION OF PROPOSAL

1.12 Language of the Proposal

The language of Proposal and related documents and correspondence shall be as per the Data Sheet (Annexure-9). Supporting documents and printed literature furnished by Bidder along with the Proposal may be in any other language provided that they are accompanied by translations in the language as per the Data Sheet and certified by the concerned Embassy/High Commission/Consulate of the country of origin of Bidder, in India. Supporting materials, which are not translated into the language mentioned in the Data Sheet, shall not be considered for evaluation. For the purpose of interpretation and evaluation of the application, translation certified by Embassy/High Commission/Consulate shall prevail.

1.13 Currency of Proposal and Payments

1.13.1 The currency for the purpose of the Proposal shall be as per the Data Sheet (Annexure-9). In case the conversion is required, the conversion to the currency mentioned in the Data Sheet shall be based on the exchange rate (RBI Reference Rate) as was applicable 7 days prior to Proposal Due Date. In all such cases, the original figures in the relevant foreign currency and the Proposal currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. GHMC reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.

1.14 Bid Security

1.14.1 Proposals would need to be accompanied by a Bid security in Indian Rupees for an amount as given in the Data Sheet and valid for 45 days beyond the Proposal validity. The bid security shall be kept valid throughout the Proposal Validity Period including any extensions in the Proposal Validity Period as given in Clauses 1.15 and 1.16 and would be required to be extended and further extended if so required by GHMC. Any extension of the validity of the Bid Security as requested by GHMC shall be provided to GHMC, a minimum of seven calendar days prior to the expiry of the validity of the Bid Security, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. GHMC reserves the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the Bid Security in line with the provisions of this clause.

1.14.2 The Bid Security shall be in the following form:

An irrevocable Bank Guarantee issued by a Bank in favour of GHMC, as per the format set out in Annexure-4A. For the purpose of providing Bid Security, the “Bank” shall have the meaning specified below and Bank Guarantees issued by the following Banks would be accepted:

- State Bank of India and its subsidiaries
- Any Indian Nationalized Bank
- Any scheduled Commercial Bank

II The Bank Guarantee issued by a Cooperative Bank shall not be accepted
1.14.3 The Bid Security (Part 4); unopened Qualification & Technical Proposal (Part 2); and unopened Financial Proposal (Part 3) of those Bidders whose Other Submissions get rejected will be returned within a period of 2 months from the date of intimation of such rejection. The Bid Security (Part 4) and unopened Financial Proposal (Part 3) of those Bidders whose Qualification & Technical Proposal gets rejected will be returned with in a period of 2 months from the date of intimation of such rejection. Notwithstanding anything contrary to anything provided in these instructions to Bidders, the validity of the Bid Security of the Successful Bidder, on issue of the Letter of Intent by GHMC, should be extended by Operator, till the date on which performance bank guarantee is submitted. The Bid Security shall be returned, subject to the provisions of this clause to unsuccessful Bidders within a period of 2 months from the date of announcement of the Successful Bidder. Provided however, that the bid security of the second highest Bidder as determined on the opening of the Financial Proposal shall be returned by GHMC on the expiry of the Proposal Validity Period or the execution of the Plant License Agreement, whichever is earlier. In addition to the above, GHMC will promptly release all Bid Securities in the event GHMC decides to terminate the bidding proceedings or abandon the Project.

1.14.4 GHMC shall reject the Proposal, which does not include the Bid Security.

1.14.5 The entire Bid Security shall be forfeited in the following cases:

(i) If the Bidder withdraws its Proposal except as provided in Clause 1.24;
(ii) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
(iii) If the Successful Bidder / Company set up by the Bidder fails to submit the Performance Guarantee in favour of GHMC and start the operation and management within the stipulated time.

1.15 *Proposal Validity period*

Proposal shall remain valid for a period not less than **6 months** from the Proposal Due Date. GHMC reserves the right to reject any Proposal, which does not meet the requirement.

1.16 *Extension of Proposal Validity period*

1.16.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, GHMC may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders’ responses shall be made in writing. GHMC reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

1.16.2 The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Performance bank Guarantee is submitted to GHMC.

1.17 *Project Inspection and Site Visits*

The Bidder(s), at their own responsibility and risk are encouraged to visit and examine the New Bhoiguda Abattoir Plant site and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the site shall be borne by the Bidder. GHMC shall not be liable for such costs, regardless of the outcome of the Bidding process. Interested bidders may give prior intimation to GHMC and get necessary permission for the visits.
1.18 Bidders’ Responsibilities

1.18.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidders’ own risk.

1.18.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:

(i) Made a complete and careful examination of requirements and other information set forth in this RFP;

(ii) Received all such relevant information as it has requested from GHMC and

(iii) Made a complete and careful examination of the various aspects of the Project including but not limited to:

The Project site(s)

a. Existing facilities and structures
b. The conditions of the access roads and utilities in the vicinity of the Project Site
c. Scope of work as per Para 1.1.7 of RFP
d. Source of Revenues and Expenditures likely to be incurred by the selected bidder
e. The fees structure approved by GHMC for providing the services for operation of New Bhoiguda Abattoir
f. Ownership of facilities during and after the Term of Concession
g. Clearances obtained by GHMC for the Project and
h. All other matters that might affect the Bidder’s performance under the terms of this RFP.

1.18.3 GHMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.18.4 Each Bidder shall submit only one Proposal in response to this RFP. Submission of more than one Proposal by any Bidder shall be sufficient ground for disqualification of the Bidder. In case, any entity is part of more than one Bidder (either a sole Bidder or a Consortium), this shall lead to disqualification of all the Bidders in which such an entity is participating.

1.19 Pre-Bid Conference

1.19.1 GHMC proposes to hold a Pre-Bid Conference on the date specified in the Schedule of Bidding Process to discuss the issues related to the Project with all the Applicants. GHMC on its discretion may also hold further discussions with the Applicants to finalize the technical/commercial/legal parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Applicants.

1.19.2 Prior to the Pre-Bid Conference, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Agreement. Bidders must formulate their queries/proposed deviations and forward the same to GHMC before Last Date for Receiving Queries as specified in the Schedule of Bidding Process. GHMC may amend the RFP based on inputs, provided by prospective Bidders that may be considered acceptable in its sole discretion.

1.19.3 GHMC, at its sole discretion, may respond to inquiries submitted by the conference attendees after the date of the Pre-Bid Conference. Such a response will be sent in
writing to all the Applicants who have purchased RFP document, and will qualify as an “Addendum” to the RFP.

1.19.4 Bidders may note that GHMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection. An undertaking to such affect shall be submitted by the bidders as per annexure 1A.

1.19.5 Attendance of Bidders at the Pre-Bid Conference is not mandatory.

1.19.6 All correspondence/ enquiry should be submitted to the following in writing by fax/ Superintending Engineer, Secunderabad Zone (Maintenance), Greater Hyderabad Municipal Corporation, Secunderabad– 500018 Telephone: +91 9989930374, E-Mail: sesbz.ghmc@gmail.com

1.19.7 No interpretation, revision, or other communication from GHMC regarding this solicitation is valid unless in writing and signed by the competent authority from GHMC.

1.20 Format and Signing of Proposal

1.20.1 The Bidder would provide all the information as per this RFP. GHMC reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

1.20.2 The Proposal should be submitted in Four Parts in 4 separate envelopes / packages and put together in one single outer envelope/package

Part 1: Other submissions” which will consist of details mentioned in Clause2.2 of this RFP. (One original + 2 copies)

Part 2: Qualification & Technical Proposal” which will consist of the details mentioned in Annex 5 of this RFP. (One original + 2 copies)

Part 3: Financial Proposal” as per the details mentioned in Annex 6-A and 6-B of this RFP (One in original)

Part 4: Bid Security” which will be as per Annex 4A of this RFP. Bid security is not to be submitted in Hard Bound Form (One in original)

1.20.3 The Bidder shall prepare and submit the Proposal (comprising Other Submissions, Qualification & Technical Proposal, Financial Proposal and Bid Security in separate envelopes) as indicated above and in specified numbers of copies. In case of any discrepancies in terms of language or numbers the original proposal will be considered for evaluation.

1.20.4 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.

1.20.5 All documents should be submitted in a hard bound form, separately for Part 1 & Part2. Part 3 & Part 4 are not to be submitted in hard bound form and should be placed in duly marked separate envelopes. The Proposal should not include any loose papers.
1.20.6 The Proposal shall be typed or printed. The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided in Annexure-2A of this RFP.

1.20.7 The number(s) contained in the financial Proposal should be covered with a clear/transparent adhesive tape. Any signs of tampering will lead to the rejection of the financial Proposal. There should not be any cutting.

1.20.8 The Proposal shall contain no alterations or additions, except those to comply with instructions issued by GHMC or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal except in case of part 3 that should not have any alterations/additions.

1.21 Sealing and Marking of Proposal

1.21.1 The Bidder shall seal each Part (Other Submissions, Qualification & Technical Proposal, Financial proposal and Bid Security) of the Proposal in separate envelopes duly marking each envelope as “OTHER SUBMISSIONS” or “QUALIFICATION & TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL” or “BID SECURITY” as appropriate.

1.21.2 The Bidder shall put four separate envelopes enclosing the Proposal (Other Submissions, Qualification & Technical Proposal, Financial Proposal and Bid Security) in a single outer envelope and seal the envelope.

1.21.3 The outer envelopes shall clearly bear the following identification.

1.21.4 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code) and facsimile number of the Bidder.

1.21.5 Each envelope shall be addressed to:
Superintending Engineer,
Secunderabad Zone (Maintenance),
Greater Hyderabad Municipal Corporation,
Secunderabad– 500018
Telephone: +91 9989930374,
E-Mail: sesbz.ghmc@gmail.com

1.21.6 GHMC reserves the right to reject any Proposal which is not sealed and marked as instructed above and GHMC will assume no responsibility for the misplacement or premature opening of the Proposal.

1.22 Proposal due Date and Time

1.22.1 Proposal should be submitted before 12:00 hours noon Indian Standard Time (IST), on the Proposal Due Date, as stated in the Schedule of Bidding Process, at the address given in Clause 1.21.5, in the manner and form as detailed in the RFP. Proposals submitted by either facsimile transmission or telex will not be accepted.

1.22.2 GHMC may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum in accordance with Clause 1.11 uniformly for all Bidders.

1.23 Late Proposals

Any Proposal received by GHMC after 12:00 hours noon Indian Standard Time (IST) on the Proposal due date will not be accepted by GHMC.
1.24 Modifications / Substitution / Withdrawal of Proposals

1.24.1 A Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by GHMC, before or by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date and Time.

1.24.2 The modification, substitution, or withdrawal notice shall be prepared in Original only and each page of the notice shall be stamped. The copy of the notice shall be sealed, marked, and delivered in accordance with Clause 1.21, with the envelope being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

C. EVALUATION PROCESS

1.25 Proposal Opening Date

1.25.1 Financial Proposals received by GHMC will remain sealed and unopened in GHMC’s possession until the Other Submissions, Bid Security and qualification & Technical proposals have been tested for their responsiveness to RFP as per Clause 1.31 and found qualified as per clause 1.32 of this RFP.

1.25.2 GHMC would open the Part 1 and Part 4 of Proposal (Other Submissions and Bid Security only) 14:00 hours onwards on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Qualification & Technical proposals and Financial Proposals shall not be opened at this stage.

1.25.3 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 1.24 shall not be opened.

1.25.4 The Part 1 and Part 4 of Proposal shall be opened in the presence of Bidders’ representatives, who choose to attend. Bidders’ representatives attending the Proposal Opening shall register to evidence their presence.

1.25.5 The following information will be announced at the Proposal Opening and recorded:
- Bidder’s names
- Names of Consortium Members

1.25.6 GHMC would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 1.31.

1.25.7 After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

1.26 Non-Discriminatory and Transparent Bidding Proceedings

GHMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. GHMC shall not provide to any Applicant information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
1.27 Confidentiality

1.27.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. GHMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. GHMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.28 Clarifications

To facilitate evaluation of Proposals, GHMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, GHMC reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.

1.29 Bidding Criteria

1.29.1 While evaluating financial bids, the sole criteria for selection of ‘Bidder/Sponsor would be the Maximum Royalty/ O&M share of GHMC offered by the Bidders. The Bidders are required to quote the amount of royalty/ O&M share of GHMC for the first year and those who offer the highest amount of royalty/ O&M share of GHMC would be considered as preferred bidder: The following paragraphs, further clarifies the procedure.

1.29.2 Lease Rental, Royalty/O&M share of GHMC and other payments (if applicable) shall be payable by Successful bidder to the GHMC on quarterly basis as per conditions laid down in the License Agreement. The Licensee shall pay the lease rental, royalty/ O&M share of GHMC and other payments (if applicable) in the form of postdated cheque or demand draft in favor of Commissioner, GHMC, payable at Hyderabad in the first week of every new Quarter.

1.29.3 For the purpose of evaluation, the proposal with the maximum Royalty/ O&M share of GHMC would be ranked H1 and other proposals subsequently would be arranged in the descending order as H2, H3 and so on.

1.30 Proposal Evaluation

1.30.1 The project may be awarded to the Bidder, who submits a responsive Bid, meeting the minimum technical and threshold financial capability criteria and offers to enter into a Concession Contract on the best financial terms.

1.30.2 The Qualification & Technical Proposals will undergo evaluation as per the criteria and process specified in Annexure -5A of Part I of RFP. If the Proposal is found to be satisfactory based upon the qualification evaluation criteria, the Proposal shall be subject to a financial evaluation. GHMC reserve the right to reject the Proposals, which do not meet the technical and financial parameters stipulated in the RFP.

1.30.3 Once the evaluation is completed and operator is selected, any change in the variables, which form the basis of the bidders’ financial bid will not affect the Concession terms except as provided in the Plant License Agreement.

1.30.4 Proposals not accompanied by “Other Submissions” and “Bid Security” shall not be evaluated.
1.31  Test of responsiveness (Stage I)

1.31.1 In Stage I of Proposal Evaluation, the Other Submissions as stated in Clause 2.2 and Bid Security as stated in Clause 2.3 submitted by the Bidders shall be checked for compliance with the requirements of the RFP. Prior to evaluation of Qualification & Technical and Financial Proposals, GHMC will determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

a) The Proposal is submitted with Other Submissions as stipulated in Clause 2.2
b) The Proposal is submitted with Bid Security as stipulated in Clause 2.3
c) Is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.22.
d) Is signed, sealed and marked as stipulated in Clauses 1.20 and 1.21.
e) Contains all the information in formats specified in this RFP.
f) Contains all the formats specified in this RFP as per details in the Data Sheet
g) Mentions the validity period of the Proposal as set out in Clause 1.15.
h) Provides the information in Reasonable Detail (“Reasonable Detail” means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by GHMC without communication with the Bidder). GHMC reserves the right to determine whether the information has been provided in Reasonable Detail.

1.31.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

(i) Which affects in any substantial way the scope, quality, or performance of the Project, or
Which limits in any substantial way, inconsistent with the RFP, rights of GHMC or the obligations of the Bidder under the Plant License Agreement, or
(ii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

1.31.3 GHMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GHMC in respect of such Proposals.

1.32  Evaluation of Qualification & Technical Proposals (Stage II & III)

1.32.1 In Stage II & III of Proposal Evaluation, the Proposals that are found to be substantially responsive to the requirements of the RFP as specified in Clause 1.31 above would be opened for assessing their qualification for technical and financial capability as per Annexure-5A. However GHMC reserves the rights to ask for additional information at any stage of Evaluation, non-submission of which may lead to rejection of proposal.

1.32.2 Qualification & Technical Proposal is to judge the Bidder’s capability and technical and financial capability of the Bidders would be assessed based on the evaluation process and minimum threshold requirements as set by GHMC in Annex 5A. The details are to be submitted by the Bidders in formats given in Annex 5B.

1.32.3 Financial Proposals of those bidders whose Qualification & Technical Proposals meet the minimum technical and threshold financial capability requirements as set out in Annexure - 5A would be opened and evaluated in Stage IV of the Evaluation Process.
1.33 Evaluation of Financial Proposals (Stage IV)

1.33.1 GHMC will open Envelope ‘FINANCIAL PROPOSAL’ for the Bidders, who pass the Qualification stage (Stage II & III) as stated in clause 1.32, in the presence of the Bidder’ representatives who choose to attend. GHMC will endeavor to open the Financial Proposals on the date mentioned against the Date for Opening of Financial Proposals in the Schedule of Bidding Process.

1.33.2 Thereafter, Bidders will be ranked based on the Royalty/O&M share of GHMC offered by Bidders as per Annex 6-A of this RFP and as per evaluation criteria laid down at 1.29 above.

1.33.3 In the event that two or more bidders have quoted same value, GHMC may:
   Invite fresh Financial Proposals only from the Bidders offering same Royalty/ O&M share of GHMC amount. However the fresh Financial Proposals should not have lower Royalty/ O&M share of GHMC Amount than the one quoted by the Bidders in their original bids Take any such measure as may be deemed fit in its sole discretion, including annullment of the bidding process

1.33.4 GHMC may invite the Highest (H1- Maximum Royalty/ O&M share of GHMC offered) bidder for negotiations.

1.33.5 Upon acceptance of the financial proposal with or without negotiations, GHMC may declare the Successful Bidder.

1.34 Notification

The Successful Bidder would be notified in writing by GHMC. GHMC shall endeavor to issue the Letter of Intent (LOI) to the Successful Bidder by the date mentioned against issue of LOI in the Schedule of Bidding Process

1.35 GHMC’s Right to accept or reject Proposal

1.35.1 GHMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment

1.35.2 GHMC reserves the right to invite fresh bids with or without amendment of the RFP at any stage without liability or any obligation for such invitation and without assigning any reason.

1.35.3 GHMC reserves the right to reject any Proposal if:

(i) At any time, a material misrepresentation is made or uncovered for a Bidder or any of its members

(ii) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This may lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Successful Bidder gets disqualified/rejected, GHMC reserves the right to take any such measure as may be deemed fit in the sole discretion of GHMC, including annulment of the bidding process. Notwithstanding the
above, GHMC may debar / blacklist any of the Bidder(s) or their misleading or false representations in the forms, statements etc. for the period to be decided by GHMC.

1.36 Restricting Monopoly in O&M of Slaughterhouses

GHMC has decided not to have the same firm/consortium for O&M of more than two projects out of the six projects in Hyderabad, including the Chengicherla Slaughterhouse owned by AP State Meat Development Corporation. If a party becomes the selected bidder for more than two projects, the selected bidder will be asked to choose any two projects and the next preferred bidder will be chosen as the preferred bidder for each of the remaining projects.

1.37 Acceptance of Letter of Intent (LOI)

1.37.1 Within fifteen (15) days from the date of issue of the LOI, the Successful Bidder shall accept the LOI and return the same to GHMC. The Successful Bidder shall execute the License Agreement with GHMC and also submit a Performance Guarantee in favour of GHMC (of the amount specified in Data Sheet) within fifteen- (15) days of acceptance of LOI.

1.37.2 In case, the License Agreement does not get executed within fifteen-(15) days of acceptance of LOI and submission of Performance Guarantee, GHMC reserves the right to invite the second and/or subsequent preferred bidder(s) for discussions/ negotiations or may also decide to annul the bidding process or may invite fresh bids for the Project. Only acceptance of LOI without the Performance Guarantee shall not be considered as acceptance of LOI and in such a case the entire Bid security submitted by the Successful Bidder shall be forfeited. However, GHMC on receiving request from the Successful Bidder may at its absolute discretion, permit extension of the aforesaid period of 30 days for execution of the License Agreement.

2.0 CONTENTS OF PROPOSAL

2.1 Main submission

Each Proposal shall include:

a) A Proposal for qualification in the prescribed formats (Annex 5B)

b) A financial Proposal in the prescribed format (Annex 6)

2.2 Other submissions

The other submissions shall consist of:

a) Covering letter clearly stating the validity period of the Proposal in the prescribed format Annex 1A.

b) Power of Attorney for signing the Proposal, as per the prescribed format Annex 2A.

c) Power of Attorney in favour of Lead Member, wherever required, as per the prescribed format Annex 2B.

d) Memorandum of Understanding (MOU), as per the prescribed format in Annex 2C wherever required.
e) Board Resolution, as per the prescribed format in Annex 2D

f) Affidavit, as per the prescribed format in Annex 2E

g) Anti-collusion certificate, as per the prescribed format Annex 3h

h) Project undertaking as per the prescribed format Annexure-4B

i) RFP documents and its annexures, each page duly stamped and signed by the authorized signatory (as per Power of Attorney

2.3 **Bid Security, as per the prescribed format Annex 4A**
2.4 The various formats given in Annexures are meant for specific purpose as indicated in table below and to be accordingly used/submitted:

<table>
<thead>
<tr>
<th>ANNEX. NO.</th>
<th>CONTENTS</th>
<th>FORMAT APPLICABLE FOR</th>
</tr>
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<tr>
<td>1A</td>
<td>Proposal Covering Letter Format</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>2A</td>
<td>Format for Power of Attorney for Signing of Proposal</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>2B</td>
<td>Format for Power of Attorney for Lead Member of Consortium</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>2C</td>
<td>Format for MOU</td>
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</tr>
<tr>
<td>2D</td>
<td>Format for Board Resolution</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>2E</td>
<td>Format for Affidavit for Non-Criminality</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>3</td>
<td>Format for Anti-Collusion Certificate</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>4A</td>
<td>Format for Bid Security</td>
<td>Bid Security</td>
</tr>
<tr>
<td>4B</td>
<td>Format for Project Undertaking</td>
<td>Other Submissions</td>
</tr>
<tr>
<td>5A</td>
<td>Guidelines for evaluation of Bidder technical and financial capability for undertaking the Project</td>
<td>Only For Information</td>
</tr>
<tr>
<td>5B</td>
<td>Formats for submission for Qualification Proposal</td>
<td>Qualification Proposal</td>
</tr>
<tr>
<td>6A</td>
<td>Price Bid Format(Blank with XXXX in place of Figures)</td>
<td>Qualification Proposal</td>
</tr>
<tr>
<td>6A</td>
<td>Duly filled up Price Bid Format</td>
<td>Financial Proposal</td>
</tr>
<tr>
<td>6B</td>
<td>Key Assumptions</td>
<td>Only For Information</td>
</tr>
<tr>
<td>7</td>
<td>Format for Performance Bank Guarantee (PBG)</td>
<td>PBG</td>
</tr>
<tr>
<td>8</td>
<td>Fee structure approved by GHMC</td>
<td>Only For Information</td>
</tr>
<tr>
<td>9</td>
<td>Data Sheet</td>
<td>Only For Information</td>
</tr>
<tr>
<td>10</td>
<td>Manpower Requirement</td>
<td>For Operations &amp; Management</td>
</tr>
<tr>
<td>11</td>
<td>Operational Documentation Required</td>
<td>For Operations &amp; Management</td>
</tr>
<tr>
<td>12</td>
<td>Reporting Formats Required</td>
<td>For Operations &amp; Management</td>
</tr>
<tr>
<td>13</td>
<td>Draft copy of the Plant License Agreement</td>
<td>For Operations &amp; Management</td>
</tr>
</tbody>
</table>
ANNEX 1A

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION
(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To
Superintending Engineer,
Secunderabad Zone (Maintenance),
Greater Hyderabad Municipal Corporation,
Secunderabad– 500018
Telephone: +91 9989930374
E-Mail: sesbz.ghmc@gmail.com

Dear Sir,

Re: Operation and Management of New Bhoiguda Modern Slaughter House at New Bhoiguda, Hyderabad

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

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated this ……………………………………Day of ………………………………….2020

Name of the Lead Member/Person
Signature of the Authorized Person

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

Name of the Authorized Person

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

Designation of the Authorized Person
ANNEX 2A

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non–judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole applicant / Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. ------------------------------- R/o (name and address of residence) who is presently employed with us and holding the position of ------------------ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of , and (please state the name and address of the members of the consortium) for Operation and Management of New Bhoiguda Modern Abattoir at New Bhoiguda, Hyderabad on PPP Basis (the “Project”), including signing and submission of all documents and providing information / responses to GHMC representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address) Accept

....................(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.

2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).
ANNEX 2B
FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

POWER OF ATTORNEY

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

Whereas the GHMC has invited applications from the potential bidders for Operation and Management of New Bhoiguda Modern Slaughter House at New Bhoiguda, Hyderabad on PPP Basis (the “Project”) for a specified Concession period (the “Concession Period”).

Whereas, M/s _________________, M/s __________________ and M/s ___________________ (the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Plant License Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _________________, M/s __________________ and M/s ___________________ (the respective names of the members along with address of their registered offices) do hereby designate M/s _________________ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with GHMC, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Plant/Land License Agreement is entered into with GHMC

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this _________________ day of _______________ 2020.

Executant(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
ANNEX 2C
FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)
This Memorandum of Understanding (MOU) entered into this ___ day of 2020 at ____________

Among (hereinafter referred as” _______” ) and having office at India Party of the
First Part

And (hereinafter referred as” _______” ) and having office at India Party of the
Second Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS GHMC has invited request for Proposal (Technical and Financial Proposal) from the bidders for Operation and Management of New Bhoiguda Modern Abattoir at New Bhoiguda , Hyderabad on PPP basis (the “Project”) for a specified Concession Period (the “Concession Period”).

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will maintain the shareholding commitments expressly stated to domicile the Project prior to the start of implementation of the Project.

2. That the aggregate equity share holding of the Consortium members/ sole applicant (as applicable), shall not be less than 76% (Seventy six percent) during the 3 years and 51% during the remaining operation period.

3. That M/s ______________________ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to 51% (fifty one percent) at all times during the Concession Period.

4. That any dilution in the equity holding by the Parties shall not be allowed.

5. That the Parties shall carry out all responsibilities as Operator in terms of the Plant License Agreement.

6. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows: __________________________

7. That the minimum equity holding of each Party (in percentage term shall be as follows:

<table>
<thead>
<tr>
<th>Condition for sole bidder/ consortium</th>
<th>Lead Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>76% during first three years of operation and 51% during the remaining Operation Period.</td>
<td>56% throughout concession period</td>
</tr>
</tbody>
</table>
### Name of the Consortium Members

<table>
<thead>
<tr>
<th>Name</th>
<th>% of equity capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ______________________ (Lead Member)</td>
<td>____________________</td>
</tr>
<tr>
<td>b. ______________________</td>
<td>____________________</td>
</tr>
<tr>
<td>c. ______________________</td>
<td>____________________</td>
</tr>
</tbody>
</table>

8. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Plant License agreement.

9. That the Parties affirm that they shall operate the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.

10. That this MOU shall be governed in accordance with the laws of India and courts in Hyderabad shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

.......................... ........................ ........................ (Party of the first part) (Party of the second part) (Party of the third part)

Witness:

1.

2.
ANNEX 2D

FORMAT FOR BOARD RESOLUTION FOR COMPANIES FOR LEAD MEMBER

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with and ------------------ (name and address of the consortium members) for joint submission of bids to GHMC for (Operation and Management of New Bhoiguda Modern Slaughter House at New Bhoiguda, Hyderabad on PPP Basis (the “Project”).

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MOU) to been entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr.- (name), (designation) be and is hereby authorized to enter into an MOU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of ---------------- to act as the Lead Member.

Format for Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with, ---------------------- and ---------------- (name and address of the consortium members) for joint submission of bids to GHMC for Operation and Management of New Bhoiguda Modern Abattoir at New Bhoiguda, Hyderabad on PPP Basis (the “Project”).

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MOU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr.------------------------ (name), (designation) be and is hereby authorized to enter into an MOU with the consortium members and execute a power of attorney in favour of ------------------------to act as the Lead Member”
ANNEX 2D (Continued)

FORMAT FOR UNDERTAKING FOR INDIVIDUAL MEMBERS/FIRMS

On the Letter-head of the Individual (In case the member is not a Company or where the Bidder is not a Company)

Format for Lead Member

I/We ------------------ hereby agree to join the consortium with ---------------- , ---------------- and ----------------- (name and address of the consortium members) for joint submission of bids to GHMC Operation and Management of New Bhoiguda Modern Abattoir at New Bhoiguda, Hyderabad on PPP Basis (the “Project”).

I /We also approve the Memorandum of Understanding (“MOU) to be entered into with the consortium partners.

I/We also authorize Mr. ------------------ (name), ------------------ (designation) to enter into an MOU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents.

Format for Member

I/We ------------------ hereby agree to join the consortium with ---------------- , ---------------- and ----------------- (name and address of the consortium members) for joint submission of bids to GHMC for Operation and Management of New Bhoiguda Modern Slaughter House at New Bhoiguda, Hyderabad on PPP Basis (the “Project”).

I /We also approve the Memorandum of Understanding (“MOU) to be entered into with the consortium partners

I/We also authorize Mr. ------------------ (name), ---------------------(designation) to enter into an MOU with the consortium members and execute a Power of Attorney in favour of to act as the Lead Member”

Each applicant will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.
ANNEX 2E
FORMAT FOR AFFIDAVIT
(To be given by all single bidders and in case of Consortium to be given separately by each member)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ‐‐‐‐‐‐‐‐‐‐‐‐‐‐‐ nor any of its directors/constituent partners have abandoned any work on Slaughter House activities including its management in India nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by GHMC to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the GHMC.

_______________________________
Signed by an authorized Officer of the

_______________________________
Co./firm Title

_______________________________
of Officer Name

_______________________________
of Co./Firm

Date
ANNEX 3
FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Lead Member / Sole Applicant)

ANTI-COLLUSION CERTIFICATE

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

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

Date this ..........................Day of ..........................2020.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: To be executed by lead member, in case of a Consortium
ANNEX 4 A

FORMAT FOR BID SECURITY

(To be issued by a Bank, as defined in Clause 1.14.2 of this RFP)

In consideration of the Greater Hyderabad Municipal Corporation (hereinafter called “GHMC” which expression shall include any entity which GHMC may designate for the purpose) having agreed, inter alia, to consider the bid of .................. (Hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (name of one or all the Projects, if bidding for more than one Project) envisaging ........................................ (Hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, we .................[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to GHMC without protest or demand and without any proof or condition the sum of Rs.--------- Lakhs (in words), (Refer to Data Sheet).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from GHMC stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by GHMC shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under this Guarantee shall be restricted to an amount not exceeding Rs............. Lakhs (in words), (Refer to Clause 1.14 and Data Sheet).

2. We, the Bank unconditionally undertake to pay to GHMC any money so demanded under this Guarantee not withstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to GHMC under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 1700 hours on the date which falls 45 days beyond the Proposal Validity period i.e. .................(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by GHMC in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with GHMC that GHMC shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for anytime or from time or postpone for any time or from time to time any of the powers exercisable by GHMC against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from it liability by reason or any forbearance act or omission on the part of GHMC, or any indulgence given by GHMC to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
To give full effect to the obligations herein contained, GHMC shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for GHMC to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.

5. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or GHMC.

6. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of GHMC in writing.

Notwithstanding anything contained herein.

a. Our liability under the Bank Guarantee shall not exceed ............. Lakhs (in word), (Refer to Clause 1.14 and Data Sheet).

b. The Bank Guarantee shall be valid up to [date], 2023. Unless acclaimed or a demand in writing is made upon us on or before ----all our Liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of ......................(Bank name)

(Signature)

(Date) by the hand of Mr. .........................
(Name of authorized signatory
Designation

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith).
FORMAT FOR PROJECT UNDERTAKING
(On the Letterhead of the Sole Applicant/ Lead Member)

PROJECT UNDERTAKING

Date:
To:
Superintending Engineer,
Secunderabad Zone (Maintenance),
Greater Hyderabad Municipal Corporation,
Secunderabad–500018
Telephone: +91 9989930374,
E-Mail: sesbz.ghmc@gmail.com

Dear Sir,

Re: Operation and Management of New Bhoiguda Modern Slaughter House at New Bhoiguda, Hyderabad

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by GHMC.

We hereby agree and undertake as under:

1. We abide by guidelines and procedures for operating New Bhoiguda Modern Abattoir and we agree to bind ourselves by the Bid Documents.

2. We shall abide by the scope of work mentioned under Para 1.1.7 and the all term & conditions stipulated in this RFP.

3. We have gone through the fee structure approved by GHMC and have made our independent assessment of revenues and expenses involved in operation of the plant and based on the assessment are submitting our bid.

4. Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.

5. It would be our responsibility to run/operate the plant with the following slaughtering capacity per day:
   a. Sheep/Goats - by Halal method - 1200 Nos
   b. Buffalos/large animals - by Halal method - 480 Nos

6. If the Tender is awarded to us, we shall maintain minimum equity commitment as specified in RFP at all time during operation concession period.

The plant details and source of revenues listed/provided by GHMC, with the Bid Documents is only for indicative purpose and we have validated the same while submitting the proposal. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Plant License Agreement, a draft of which also forms a part of the RFP provided to
Dated this.....................Day of ......................2020.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: To be signed by the Lead Member authorized to submit the bid, in case of a Consortium.
ANNEX 5A
GUIDELINES FOR EVALUATING THE BIDDERS – QUALIFICATION, TECHNICAL & FINANCIAL PROPOSALS

A. Evaluation of other submissions & EMD (Step 1)

The responses received will be verified for the submission of EMD for the specified amount and its validity as specified in the RFP. Subsequently the other submissions, if any, from the bidders will be verified.

Only the bids which comply with the requirement of this RFP shall be considered for further evaluation.

B. Evaluation of Qualification Submissions (Step 2)

The Qualification Proposal is to judge the Bidder’s competence and capability and will be established by the following parameters:

(a) Experience as developer, Operator and/or contractor (Refer B1 for details)

(b) Financial capability in terms of (Refer B2 for details)
   (i) Net Worth
   (ii) Profit Before Tax (PBT)

C. Evaluation of Technical Proposal (Step 3)

On each of these parameters, the Applicant would be required to meet the evaluation criteria as detailed in this Annex 5A. Step 1 and Step 2 are pass/fail criteria, whereas step 3 assesses the quality of technical proposal submitted by the Bidders.

D. Evaluation of Financial Proposal (Step 4)

The bids found qualified from technical evaluation, Step -3 above, would be considered for financial opening and evaluation as detailed below

B1. Eligible Experience for Technical Qualification Capability (Step 1)

Under the Technical Eligibility criteria, following experience would qualify as Eligible Experience:

Developer, Operator and/or Contractor Experience in Core Infrastructure Sector

Experience under Infrastructure projects in the role of Operator/Developer or Promoter/EPC Contractor on BOOT, BOT, DBOT or similar basis for at least last five (5) years prior to the application submission deadline.

If the above experience is in Food Sector, the experience will be considered more desirable and more weightage will be given.

If the experience is not only in food sector but in meat sector involving in operation of a large modern abattoir, then that experience would be considered even more suitable and extra weightage will be given.
Eligible Experience would be measured only for Eligible Projects. One (1) Project with a value of at least INR 10 crores (INR Ten crores only) or equivalent or Two (2) Projects each with a value of at least INR 5 crores (INR Five crores only) or equivalent and it should have been Operated// completed within last 5 (Five) years the Application due date.

Note

For foreign currency conversion rate, the exchange rate (RBI rate) as was applicable 7 days prior to Proposal Submission Date is to be used. The date and the exchange rate used must be mentioned.

In the event that two or more members of a Consortium have participated in the same Project as Operator/Developers, only one member should mention the Project. In case more than one Member mentions the same Project, the experience of the Member having the higher equity holding at the time of commissioning of the Project shall be considered and the experience of the other Member(s) shall not be considered for the purpose of evaluation.

Details of Experience
- The Applicant should furnish the details of Eligible Experience as on Application Due Date.
- The Applicant should furnish adequate evidence to support its claim as per Annex5B, Qualification Response Sheet 5.1 and Qualification Response Sheet 5.2.

B2. Financial Qualification Capability assessment

Financial capability of the Applicants would be judged on the basis of the following:

(a) Average Aggregate Net Worth during the last five financial years (Qualification Response Sheet No 5.3.1)

(b) Average Aggregate annual PBT (Profit before Tax) during the five financial years (Qualification Response Sheet No 5.3.1).

For conversions, the exchange rate would be the exchange rate (RBI reference rate) as on as was applicable 7 days prior to Proposal Submission Date is to be used. The date and the exchange rate used must be mentioned.

Criteria (a) and (b) of Financial Capability are pass/fail criteria only. The Response Sheets must be supported by a certificate from the Applicant’s statutory auditor.

The Application must be accompanied by the Audited Annual Report including balance sheets, Profit and Loss Sheets and Cash Flow Statements of the Applicant (of each member in case of a consortium) for the last five (5) financial years.

Evaluation Criteria for Financial Qualification Capability

For the purpose of financial qualification, an Applicant would be required to demonstrate the Threshold Financial Capability measured on the following criteria:

(a) The Average Aggregate Net Worth of the Bidder (either sole or consortium) over the last five financial years should not be less than INR 1 crore (INR One crore only) or equivalent over the last 5 (Five) years.

(b) The Average Aggregate Profit before Tax (PBT) of the Bidder (either sole or consortium) over the last 5 years not be less than INR 50,00,000/- (INR Fifty Lakhs Only) or equivalent over the last 5 (Five) years.
These criteria are only a pass/fail criteria. The Bidder has to pass both the first two criterion, to be eligible for assessment of the financial bidding capacity.

**Evaluation Criteria for a Consortium**

In case the Applicant is a Consortium, Eligible Experience and Financial Capability would be taken as an arithmetic sum of the Eligible Experience and Financial Capability of each member of the Consortium. The Consortium would be required to meet the threshold criteria on the basis of aggregate figures subject to following.

The technical & financial qualification criteria should meet jointly by all the consortium members.

The consortium would need to specify a Lead Member for the Project and as detailed below.

(i) The Lead Member would be Commit to hold a minimum equity stake equal to 76% (Seventy six percent) during the 3 years following Commercial Operations Date (COD) and 51% (Fifty one percent) during the balance remaining Operation (Concession) Period.

**C1. Evaluation of Technical Proposal**

Please see ‘Guidelines for Technical Proposal ’ under Qualification Response Sheet No 5.4. The Bidder’s (sole or consortium) technical proposal will be evaluated based on the following maximum marks:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Eligibility Criteria</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Similar Experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One (1) Project with a value of at least INR 10 crores (INR Ten crores only) or equivalent or Two (2) Projects each with a value of at least INR 5 crores (INR Five Crores only) or equivalent and it should have been Operated/commissioned/completed within last 5 (Five) years the Application due date.</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Average turnover of the firm within last (3) years from the application due date value above Rs.7.5 crores</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Relevant Experience of the Key Personnel :- Availability as per Annexure -10</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Strategy and approach for operation and maintenance of this project (Bidders own Format)</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Operation &amp; Maintenance of ETP (Bidders own Format)</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Environment management plan: with reference to compliance with PCB norms (Bidders own Format)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

The bidders will be evaluated against a total score of 100 by the evaluation Committee. Any Applicant who achieves a score of 60 and above against the total marks of 100 will be deemed to be qualified for the technical capability criteria and are eligible for financial opening of the bids.

**Evaluation of Financial Proposal:**

The financial proposals of Technical qualified bidders will be based on the highest yearly royalty/ O&M share of GHMC amount as share of GHMC.
ANNEX 5B

FORMATS FOR SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION CAPABILITY OF THE BIDDER

Qualification Response Sheet No. 5.1
Experience details of the Bidder(s)

<table>
<thead>
<tr>
<th>Name of Member</th>
<th>Role of Member</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Cost in Rs (Crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each Project during last 5 years submit qualification response sheet 5.2 as well.

The Applicant should provide the experience details of Projects undertaken by it only. Project experience of the Applicant’s parent company or its subsidiary (who are not Members of the Consortium) will not be considered.

In case Applicant is a consortium, the above information should be provided for each member. In Role of Member specify whether Single Applicant, or in case of consortium specify whether Lead Member or Member.
Qualification Response Sheet No. 5.2

Eligible Project Details

Name of Member……………………… Role of Member……………………

Project Name:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Refer Instruction</th>
<th>Applicant to fill up the details below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; Nature of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity for which the Project was Developed</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Cost / Certified</td>
<td>6</td>
<td>Date, Cost in original Currency, Exchange rate, Rs. equivalent</td>
</tr>
<tr>
<td>Date of Commencement of Project / Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Completion / Commissioning</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Equity Shareholding</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Equity Shareholding Experience</td>
<td>9</td>
<td></td>
</tr>
</tbody>
</table>

Instructions:

1. Applicants are expected to provide information in respect of Eligible Projects in this section. The Projects cited must comply with the eligibility criteria specified in Annex 5A section B.1. Information provided in this section is intended to serve as a backup for information provided in accordance with Qualification Response Sheet No. 5.1

2. A separate sheet should be filled for each of the Eligible Projects.

3. Role of Member would be Sole Applicant or in case of consortium would be Lead Member or Member

4. Figures may be provided for the past 5 years immediately preceding the Application due date.

5. Projects carried out for: Government Agency (Concession Grantor, Counterparty to Concession Agreement, etc.) / Self or own company (parent company / Group company). Details such as name, address and contact details need to be provided.

6. For Development experience, Project Cost should be provided.

7. For Development experience, date of commissioning should be provided.
8. For Development experience, the equity shareholding of the Applicant in the Project as on date of commissioning needs to be given.

9. For Development experience, the applicant has to provide his status in the Project i.e. Lead Member, Lead Technical Member, Lead Financial Member or Member as applicable on the date of commissioning of the Project.

10. Certificate from the Applicant's statutory auditor in case of Development Projects must be furnished stating the following details:

   a. Date of completion / date of commissioning of the Project

   b. Certified cost of Project

   c. Equity shareholding as on date of commissioning

   It should be noted that in the absence of any one of the above, the information would be considered inadequate and would lead to exclusion of the relevant Project in computation of the Experience Score.
Qualification Response Sheet No. 5.3.1

Financial Capability of the Member (to be submitted by each member of the consortium)

Name of Member:

Role of Member.............

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paid up Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Reserve s</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Revaluation Reserves &amp; Special Reserves if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Miscellaneous Expenditure not written Off</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Profit Before Tax</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Depreciation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Non Cash Expenditures (other than depreciation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not Written Off)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Net Cash Accruals = Profit After Tax + Depreciation + other non-cash Expenditure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Average Net worth</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Average Net Cash Accruals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This information should be extracted from the Annual Financial Statement / Balance Sheet, which should be enclosed, and this response sheet shall be certified by the Statutory Auditor of the Applicant/ Bidder. “Other Non-Cash Expenditure” items (S.No.7) should be individually mentioned along with corresponding amounts.

The Applicant should provide the Financial Capability of its own. Financial Capability of the Applicant’s parent company or its subsidiary (who are not members of the Consortium) will not be considered.

In Role of Member specify whether Single Applicant, or in case of consortium specify whether Lead Member or Member.
Qualification Response Sheet No. 5.3.2

Sample Format for Submission of Equity Financing Plan

Name of the Consortium Member  ...  ........ Name of the Lead Member  ....................................................

In Rs. Crores

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Source</th>
<th>Member 1</th>
<th>Member 2</th>
<th>Member 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Reserves &amp; Surpluses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bank Facility</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Real Estate Liquidation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>From Parent / Group Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Any other Source</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Funds commitment as per ratio mentioned in Clause 9 Annexure 2 C</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
QUALIFICATION RESPONSE SHEET NO. 5.3. 3

FORMAT FOR EVIDENCE OF RESERVES / CASH FOR PARTICIPATION IN

THE EQUITY CONTRIBUTION OF THE PROPOSED PROJECT

(On the letterhead of the Statutory Auditors of the firm)

This is to certify that M/s. ------------------------------------------ is having unencumbered reserves and surpluses of Rs. -------------- in its accounts.

After reducing the future committed capital investments (till one month before the Proposal submission date), M/s__________will be having Rs. ________ for investment in new Capital investments.

Signed

Name of Statutory Auditor
SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES EQUITY PARTICIPATION IN THE PROPOSED PROJECT

BANK / FINANCIAL INSTITUTION CERTIFICATE

(From any Scheduled Indian Bank or foreign bank or Financial Institution located in India and approved by Reserve Bank of India)

This is to certify that M/s. ............................... is a company with a good financial standing. If the contract for the work, namely is awarded to the above firm, we shall be able to provide credit facilities to the extent of Rs. ................ to meet their capital requirements for equity participation in the Project (Name of the Project)

This certificate is issued with the approval of Head Office of the Bank / Financial Institution.

Signature

Name and Designation of the Competent Authority of the Bank / Financial Institution

Name, Address and Phone number of the Issuing Branch

Note: For the purpose of the certificate, Bank / Financial Institution will be defined as under:

1. State Bank of India and its subsidiaries
2. Any Indian Nationalized Bank
3. IDBI or ICICI Bank
4. Financial Institutions as approved by RBI
5. Investment Institutions (e.g. LIC, GIC etc.)
6. NBFC’s approved by RBI and having a Net Worth of more than Rs.250 crores
7. Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank
8. Any scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.500 crores as per the latest Annual Report of the Bank. In case of a Foreign Bank (issued by a branch in India), the net worth in respect of Indian operations shall only be taken into account.
9. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI (10 since 31st March 2003)
10. The Bank Certificate issued by a Cooperative Bank shall not be accepted
Guidelines for Technical Proposal

Technical Proposal should essentially consist of:

i. Bidders understanding of the project

ii. Bidders experience in implementing/operation of similar Projects

iii. Bidders experience in implementing/operation of BOOT projects and success stories

iv. Bidders experience in implementing/operation of Infrastructure Projects

v. Bidders experience in implementing/operation of Environmental Management Projects

vi. Proposed strategy, approach and methodology for operations of the proposed project

vii. Plans for marketing of products/tie-ups

viii. Plans for usage of surplus capacity

ix. Environment Management Plan
ANNEX 6-A  
(On the letter head of the Lead Member/Single Entity)  
Operation and Management of Modern Abattoir at New Bhoiguda,  
Hyderabad  
Price Bid Format-Part-A.

<table>
<thead>
<tr>
<th>Year</th>
<th>Royalty/O&amp;M Share of GHMC Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>in Figures</td>
</tr>
<tr>
<td>Year1</td>
<td>Bidding amount</td>
</tr>
<tr>
<td>Year2</td>
<td>O&amp;M ROYALITY TO GHMC FOR FIRST YEAR + (10% O&amp;M share of GHMC in first year increase in the First Year)</td>
</tr>
<tr>
<td>Year3</td>
<td>O&amp;M ROYALITY TO GHMC FOR SECOND YEAR + (10% O&amp;M share of GHMC for the second year)</td>
</tr>
</tbody>
</table>

................................................ (Name of the Bidder/Consortium)

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

................................................ (Name of the Authorized person)

Bidder to Note:

The bidder has to provide details of calculations and assumptions made in arriving at his financial offer. The committee may examine the details provided and ask for additional information, if required.)

- GHMC shall handover the facilities to the licensee for a period of 3 years at a nominal lease rental of Rs.40,00,000/- for the first year (Rupees Forty lakhs only) for the first year and the lease rental for the subsequent years will be increased as mentioned in the table above.

- The financial proposal is to be signed by the authorized person of the Bidder (In case of a Consortium, as per a valid power of attorney given by all members of the Consortium)

- All the definitions shall be as per the Draft Plant License Agreement unless specifically stated otherwise in this document.

- The bidder shall make a careful assessment of revenues and expenses involved in operating the facility for preparation of the financial bid.
ANNEXURE 6—B Key Assumption

Operation and Management of Modern Abattoir at New Bhoiguda, Hyderabad

Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include information on the following:

a. Project Cost Estimates
   - Details of Preliminary Expenses
   - Details of Pre-Operative Expenses
   - Details of Staff mobilization cost
   - Details of Finances proposed to be mobilized including the cost of mobilization if any.
   - Investment proposed for Consumables
   - Investment proposed on spares
   - Estimated Total Project Cost as on COD

ii. Capital Structure
    - Debt-Equity Ratio
    - Equity capital
    - Debt funding
    - Quasi-equity, if any

iii. Terms of Debt and Quasi-equity
    - Interest Rate
    - Maturity

iv. Economic Assumptions
    - Inflation Rate
    - Exchange Rate, if any

v. O&M Cost Estimates
    - Routine Maintenance Costs per annum
    - Periodic Maintenance Costs per annum

vi. Other Costs and Charges
    - Establishment Cost
• Depreciation Rates

• Revenue Generation from sale of products/by-products

• Revenue generation from fees for providing services at Abattoir

vii. Taxation Assumptions

• Tax Rates

• Tax Benefits
ANNEXURE 7

SAMPLE FORM (UNCONDITIONAL)

Format of Performance Bank Guarantee

To
The Commissioner
Greater Hyderabad Municipal Corporation
Municipal Complex Hyderabad - 500001

WHEREAS _______________________[name and address of Contractor] (hereinafter called the Contractor) has undertaken in pursuance of Contract No. ____________ dated ____________ to Operation and Management of Modern Abattoir at New Bhoiguda, Hyderabad (hereinafter called the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. [amount of Guarantee _______________] [in words], such sum being payable in Indian Rupees in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of ______________________ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall be valid until 90 days of the contract completion/termination date or specified otherwise in Letter of Acceptance (LOA).

SIGNATURE AND SEAL OF THE GUARANTOR: _______________________

NAME OF BANK: _______________________

ADDRESS______________________DATE:__________________
### FEES STRUCTURE APPROVED BY GHMC FOR MODERN ABATTOIR AT NEW BHOIGUDA

#### FEES STRUCTURE IN FIRST YEAR

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars</th>
<th>Fee in Rs.</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Slaughtering Fee – Sheep/Goat for Domestic</td>
<td>35</td>
<td>Per sheep/goat</td>
</tr>
<tr>
<td>2</td>
<td>Slaughtering Fee – Buffalo/Cattle for Domestic</td>
<td>150</td>
<td>Per Buffalo/Cattle</td>
</tr>
<tr>
<td>3</td>
<td>Slaughtering Fee – Sheep/Goat for Export</td>
<td>70</td>
<td>Per sheep/goat</td>
</tr>
<tr>
<td>4</td>
<td>Slaughtering Fee – Buffalo/Cattle for Export</td>
<td>300</td>
<td>Per Buffalo/Cattle</td>
</tr>
<tr>
<td>5</td>
<td>Lairage Fee – Sheep/Goat for Domestic</td>
<td>20</td>
<td>Per day per sheep/goat</td>
</tr>
<tr>
<td>6</td>
<td>Lairage Fee – Buffalo/Cattle for Domestic</td>
<td>35</td>
<td>Per day per Buffalo/Cattle</td>
</tr>
<tr>
<td>7</td>
<td>Lairage Fee – Sheep/Goat for Export</td>
<td>40</td>
<td>Per day per sheep/goat</td>
</tr>
<tr>
<td>8</td>
<td>Lairage Fee – Buffalo/Cattle for Export</td>
<td>70</td>
<td>Per day per Buffalo/Cattle</td>
</tr>
</tbody>
</table>

#### FEES STRUCTURE IN SECOND YEAR

The user charges will be increased annually using the following Formula:
(USER CHARGES OF FIRST YEAR + 10 % ON USER CHARGES OF FIRST YEAR)

#### FEES STRUCTURE IN THIRD YEAR

The user charges will be increased annually using the following Formula:
(USER CHARGES OF SECOND YEAR + 10 % ON USER CHARGES OF SECOND YEAR)
Annexure -9

Data Sheet

Name of the Project: Operation and Management of Modern Abattoir at New Bhoiguda, Hyderabad

Para 1.1 Lease Rental for facility minimum of Rs.40,00,000/- (Rupees Forty lakhs only) for the first year Lease Rental for second year = Lease Rental of first year + 10% increase in lease Rental of first year

Lease Rental for third year = Lease Rental of second year + 10% increase in lease Rental Second year

Para 1.2 License Period: 3 years

Para 1.3 Estimated Value of the Assets to be handed over to the Licensee Rs.14.92 Crores (excluding cost of land, taxes and duties on “as is where is as it is basis”)

Para 1.12 Language: English

Para 1.13 Currency: Indian Rupees (INR)

Para 1.14 EMD / Bid Security: Rs. 6.00 Lakhs [in INR Only]

Para 1.14 Performance Guarantee: Rs. 75.00 Lakhs (in INR Only)
Annexure -10
Assessing the MAN POWER / STAFF REQUIREMENT

The staff requirement is made for New Bhoiguda Slaughter house based on following:

1. The staff from GHMC will not be available for operation and maintenance and even if some skeletal staff is trained, it is only emergency purposes.

2. The Chief Veterinary Officer will be overall in charge of all Slaughter Houses and Zonal level Deputy Director (Vet), Assistant Director and Veterinary officer will be charge of Slaughter plant coming under their jurisdiction.

3. The structure proposed for the projects shown at figure-1. The green potions are the direct officers of GHMC and orange will be provided by O & M contractor. Only schematic representation is given here and the detailed staff proposed is listed in the following pages.

4. The staff requirements based on the equipment proposed at New Bhoiguda Slaughter House.

5. The staff qualifications, experience and duties and responsibilities are enclosed.
CHIEF VETERINARY OFFICER

DEPUTY DIRECTOR (VET)
- Assistant Director
- Veterinary officer (GHMC)
  - Veterinary Doctor (Pvt)
    - Supervisors
      - Skilled workers
      - Unskilled workers
  - Electrical Incharge
    - Assistants
    - ETP operators
      - Assistant operators
- Manager finance & Administration
- New Bhoigdua Financial assistant
<table>
<thead>
<tr>
<th>S NO.</th>
<th>No. of persons</th>
<th>Type &amp; Category of staff</th>
<th>Min Qualifications</th>
<th>Experience</th>
<th>Age Min years</th>
<th>Job duties and responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>SLAUGHTER HOUSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sheep Slaughter House</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>10</td>
<td>Veterinary Doctor (Pvt)</td>
<td>B.V.Sc.</td>
<td>25</td>
<td></td>
<td>To be overall in charge of large animals processing line including lairage, meat processing, production, maintenance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>– Sheep line</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>1</td>
<td>Manager Sheep line</td>
<td>Mech/Prodn Engineer or MBA</td>
<td>45</td>
<td></td>
<td>To work under Veterinary Doctor (Pvt) and be overall in charge of Administration of sheep line of slaughter house</td>
</tr>
<tr>
<td>1.1.3</td>
<td>1</td>
<td>Slaughter line supervisor</td>
<td>Diploma or degree</td>
<td>Min 5 years as production supervisor controlling more than 25 years</td>
<td>35</td>
<td>To monitor production in Slaughter house, supervise the worker to ensure smooth production</td>
</tr>
<tr>
<td>1.1.4</td>
<td></td>
<td>SLAUGHTER LINE OPERATORS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.4.1</td>
<td>13</td>
<td>Sr.Butchers</td>
<td>ITI</td>
<td>5 years exp or non ITI’s with 10 years exp</td>
<td>30</td>
<td>To man one work station in slaughter line and capable of operating at work station</td>
</tr>
<tr>
<td>1.1.4.2</td>
<td>13</td>
<td>Jr.Butchers</td>
<td>10th CLASS</td>
<td></td>
<td>25</td>
<td>To man one work station along with senior butcher</td>
</tr>
<tr>
<td>1.1.5</td>
<td>1</td>
<td>Control panel</td>
<td>ITI in electronics or electrical</td>
<td>5 years experience</td>
<td>25</td>
<td>To operate Control panel and monitor the panel during the production.</td>
</tr>
<tr>
<td>S NO.</td>
<td>No. of persons</td>
<td>Type &amp; Category of staff</td>
<td>Min Qualifications</td>
<td>Experience</td>
<td>Age Min years</td>
<td>Job duties and responsibilities</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>-----------------------------------------------</td>
<td>--------------------</td>
<td>------------</td>
<td>---------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td>SLAUGHTER HOUSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.</td>
<td></td>
<td>Cattle Slaughter House</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>2</td>
<td>Veterinary Doctor (Pvt) – Cattle line</td>
<td>B.V.Sc.</td>
<td></td>
<td>25</td>
<td>To be overall in charge of large animals processing line including lairage, meat processing, production maintenance.</td>
</tr>
<tr>
<td>1.2.2</td>
<td>1</td>
<td>Manager Sheep line</td>
<td>Mech/Prodn Engineer or MBA</td>
<td>Min 10 years in slaughter house or food industry</td>
<td>45</td>
<td>To work under Veterinary Doctor (Pvt) and be overall in charge of Administration of cattle line of slaughter house</td>
</tr>
<tr>
<td>1.2.3</td>
<td>1</td>
<td>Slaughter line supervisor</td>
<td>Diploma or degree</td>
<td>Min 5 years as production supervisor controlling more than 25 years</td>
<td>35</td>
<td>To monitor production in Slaughter house, supervise the worker to ensure smooth production</td>
</tr>
<tr>
<td>1.1.6</td>
<td>1</td>
<td>Carcass &amp; By Products Supervisor</td>
<td>Graduate</td>
<td>5 years Exp in Food store keeping</td>
<td>30</td>
<td>To be overall in charge of carcass &amp; by products like feet, horns, hide, red organs, offal and blood generated during process</td>
</tr>
<tr>
<td>1.1.7</td>
<td>1</td>
<td>Weighing Asst.</td>
<td>10th Class</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.8</td>
<td>1</td>
<td>Electronic Tag generator</td>
<td>ITI-electronics</td>
<td>Computer savvy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.9</td>
<td>1</td>
<td>Hanging hall assistant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.9.1</td>
<td>1</td>
<td>Sr.Asst</td>
<td>Inter</td>
<td>5 years Exp in Food store keeping</td>
<td>30</td>
<td>Record keeping and delivery of Carcass</td>
</tr>
<tr>
<td>1.1.9.2</td>
<td>2</td>
<td>Jr.Asst</td>
<td>10th class</td>
<td>Stores experience preferable</td>
<td>25</td>
<td>Checking the tag handling over physical possession to the concerned persons</td>
</tr>
<tr>
<td>1.1.10</td>
<td>1</td>
<td>Feet &amp; Horn room Asst</td>
<td>Inter</td>
<td>Stores experience preferable</td>
<td>25</td>
<td>Delivery of feet &amp; horn of the animal</td>
</tr>
<tr>
<td>1.1.11</td>
<td>1</td>
<td>Hide room Asst</td>
<td>Inter</td>
<td>Stores Experience preferable</td>
<td>25</td>
<td>Delivery of Hide(s) of the animal</td>
</tr>
<tr>
<td>1.1.12</td>
<td>1</td>
<td>Offal room Asst</td>
<td>Inter</td>
<td>Stores Experience preferable</td>
<td>25</td>
<td>Delivery of Offals of the animal</td>
</tr>
<tr>
<td>1.1.13</td>
<td>1</td>
<td>Red organ room Asst</td>
<td>Inter</td>
<td>Stores Experience preferable</td>
<td>25</td>
<td>Delivery of red organ of the animal</td>
</tr>
<tr>
<td>1.1.14</td>
<td>5</td>
<td>Unskilled labour</td>
<td>No specific qualifications</td>
<td>None</td>
<td>25</td>
<td>To push trolleys cleanliness and generally assist asper requirements.</td>
</tr>
</tbody>
</table>

Page 64 of 112
1.2.4 | **SLAUGHTER LINE OPERATORS**
---|---
1.2.4.1 | 7 | Sr. Butchers | ITI | 5 years exp or non ITI’s with 10 years exp | 30 | To man one work station in slaughter line and capable of operating at work station
1.2.4.2 | 7 | Jr. Butchers | 10th CLASS | 25 | To man one work station along with senior butcher
1.2.5 | 1 | Control panel | ITI in electronics or electrical | 5 years experience | 25 | To operate Control panel and monitor the panel during the production.
1.2.6 | 1 | Electronic Tag generator | ITI-electronics | Computer savvy |
1.2.7 | 1 | Hanging hall assistant | Inter | 5 years exp in food store keeping | 30 | Record keeping and delivery of carcass
1.2.7.1 | 1 | Sr Assistant | Inter | 5 years exp in food store keeping | 30 | Checking the tag handling over physical possession to the concerned persons
1.2.7.2 | 1 | Jr. asst | 10th Class | Stores experience preferable | 25 | Delivery of (s) of animal
1.2.8 | 1 | Blood room Asst | ITI | Liquid Handling | 30 | To load blood into tankers for dispatch
1.2.9 | 1 | Feet & Horn room Asst | Inter | Stores experience preferable | 25 | Delivery of Offal of animals.
1.2.10 | 1 | Hide room/official room/red organ ASST | Inter | Stores experience preferable | 25 | Delivery of Offal of animals.
1.2.11 | 1 | Offal room Asst | Inter | Stores experience preferable | 25 | Delivery of Offal of animals.
1.2.12 | 1 | Red organ room Asst | Inter | Stores experience preferable | 25 | Delivery of Offal of animals.
1.2.13 | 4 | Unskilled labour | No qualifications | None | 25 | To push trolleys cleanliness and generally assist as per requirements.

2 | Lairage
2.1 | **Sheep Lairage**
2.1.1 | 1 | Liarage Assistant | Diploma or Degree | 5 years in stores | 30 | To maintain record of animals entering lairage and up keeping of animals in lairage and to assist in ante mortem inspection.
2.1.2 | 4 | Unskilled labour | 10th class | None | 25 | To undertake duties assigned by lairage asst.

2.2 | **Cattle lairage**
2.2.1 | 1 | Liarage assistant | Diploma degree | 5 years in stores | 30 | To maintain records of animals entering lairage and up keeping of animals in lairage and to assist in ante mortem inspection.
2.2.2 | 1 | Unskilled labour | 10th class | None | 25 | To undertake duties as signed by lairage assistant.
<table>
<thead>
<tr>
<th>3</th>
<th>Electrical</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>1</td>
<td>Supervisor</td>
<td>ITI electrical</td>
<td>35</td>
<td>To maintain electrical section including dog section</td>
</tr>
<tr>
<td>3.2</td>
<td>1</td>
<td>Electricians</td>
<td>ITI in electrical</td>
<td>25</td>
<td>TO assist the supervisor at panel room DG set etc.</td>
</tr>
<tr>
<td>4</td>
<td>ETP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>1</td>
<td>ETP operator</td>
<td>ITI in environmental Engg</td>
<td>5 years in operation in ETP</td>
<td>35</td>
</tr>
<tr>
<td>4.2</td>
<td>1</td>
<td>ASST OPERATOR</td>
<td>10th CLASS</td>
<td>25</td>
<td>To assist ETP operator</td>
</tr>
<tr>
<td>5</td>
<td>WATER SUPPLY &amp; PLUMBING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>1</td>
<td>Sr. Asst</td>
<td>ITI CIVIL</td>
<td>5 years in utilities</td>
<td>35</td>
</tr>
<tr>
<td>5.2</td>
<td>1</td>
<td>Jr. Asst</td>
<td>10th class</td>
<td>2 years in utilities of any processing unit</td>
<td>25</td>
</tr>
<tr>
<td>6</td>
<td>Admin &amp; accounting staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>1</td>
<td>Office assistant</td>
<td>MA/M.Sc.</td>
<td>2 years experience</td>
<td>30</td>
</tr>
<tr>
<td>6.2</td>
<td>2</td>
<td>Accounts assistants</td>
<td>B.com</td>
<td>2 years experience</td>
<td>30</td>
</tr>
<tr>
<td>7</td>
<td>Storekeeper</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>1</td>
<td>Machinery stores</td>
<td>ITI in Mechanical</td>
<td>2 years in stores maintain record</td>
<td>30</td>
</tr>
<tr>
<td>7.2</td>
<td>1</td>
<td>Carcass &amp; Bi-products</td>
<td>Graduate</td>
<td>2 years in stores maintain record</td>
<td>30</td>
</tr>
<tr>
<td>8</td>
<td>Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>1</td>
<td>Security supervisor</td>
<td>Retired military or police</td>
<td>10 years experience</td>
<td>35</td>
</tr>
<tr>
<td>8.2</td>
<td>3</td>
<td>Guards</td>
<td>Inter or above</td>
<td>2 years as guard</td>
<td>25</td>
</tr>
<tr>
<td>9</td>
<td>Religious staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>6</td>
<td>Mulas</td>
<td>Capable of doing Halal prayers</td>
<td>5 years experience in Halal prayers</td>
<td>&lt; 60</td>
</tr>
</tbody>
</table>
Annexure-11
Operational documentation required at New Bhoiguda Slaughter house

I. INTRODUCTION:
This section and next section provide operational Documentation required at slaughter houses and management reporting formats respectively.

II. METHODOLOGY FOLLOWED:
The methodology followed to generate this document is pre study and discussions of relevant material and discussions with stake holders including.
Visits to the slaughter house.
Studied the project report of slaughter house.
Studied the drawings of civil building and mechanical equipment related to setting of slaughter house.
Studied the agreement of EPC contractor.
Assessed the staffing requirement at different stations.
Had discussion with CVO, Deputy Director (Vet) and SE(Main) related to operational issues as part of developing operational documentation.
The subsequent methodology followed is analysis and collating different actions and players in each of the work stations.
One of the more recent methods to generate operational documentation is to use an ERP based system having computers at each of operating points and linking them to server. Considering the investments and the type of environment mostly wet areas, Butchers and other unskilled operations it was not considered only manual and hard copy based operational documentation was considered. Only manual and hard copy based operational documentation was considered as feasible
The approach followed for operational documentation in ‘Activity-Station’ approach in this the operational documentation is generated at each station after different activity is studied in detail before finalizing operational information to be recorded.

III. DESCRIPTION OF FORMAT GENERATING STATIONS AND FORMATS
The various stations identified with different activities are as follows:
Entry Gate
Liarage –Sheep /Goat and large animal’s liarage
Slaughter Hall
Large Animal Slaughter hall
Staff particulars
Animals processed details
Stock dispatched/handling over details with reference to animals.
Carcass
Hide
Red organs
Head
Offal
Blood
Foot and horns

IV. Electrical station
Transformer yard
General lighting and maintenance

V. ETP

VI. Water supply and other utilities.

VII Fee collections and deposits.

VIII. Other staff entry
This activities that take place at each of the stations as described below along with the operational documentation required in the form of tables attached to this section from Document -1 to document -8
1.0. Station: Entry gate
All vehicles people along with their animals report here and are recorded in a register. A number is assigned to each animal in serial order. The animals are then sent to lairage. The number assigned to each animal is used to identify the animals with owner document -1 is used for registering here.

2.0. Station: Liarage
Ante mortem inspection is carried out on each of animals and rejected animals are kept in separate section in lairage for handling over owner. The healthy animals are then sent to slaughter hall. Data generated at lairage are recorded in document -2.1, document-2.2.

3.0 Station: Slaughter halls
After weighting the live animal a set of tags is generated with the number that is already allotted at entry gate and it is attached to the animals as well as parts separated from animals such as carcass, hide, red organs, offal, head etc. These tags are used for identification as well as facilitating handling over same animals parts to its owner. Animals are slaughtered and carcass and the bi-products are either handed over to owner if he is present or collected in respective collection rooms allocated for purpose if it has to stay for longer periods. Staff particulars are recorded shift wise in document -3.1. Data pertaining to each animals is recorded in the operational document shown as document -3.2.

3.3. Station Carcass room
Carcasses are collected in the room specifically meant for the purpose. Carcass that is not taken by the owner is kept in this room. The details of remaining carcass are recorded in document 3.3.

3.4. Station Hide room.
Hides are collected in the room specifically meant for the purpose. Hide that is not taken by owner is kept in this room. The details of remaining Hide are recorded in document 3.4.

3.5. Station RED organs.
RED organs are collected in the room specifically meant for the purpose. Red organs that is not taken by owner is kept in this room. The details of remaining Red organs are recorded in document 3.5.

3.6. Station Heads room
Heads room are collected in the room specifically meant for the purpose. Heads room that is not taken by owner is kept in this room. The details of remaining Heads room are recorded in document 3.6.

3.7. Station Offal room.
Offal room are collected in the room specifically meant for the purpose. Offal room that is not taken by owner is kept in this room. The details of remaining Offal room are recorded in document 3.7.

3.8. Station Blood tank.
Blood tanks are collected in the room specifically meant for the purpose. Blood tank that is not taken by owner is kept in this room. The details of remaining Blood tank are recorded in document 3.8.

3.9. Station Feet & Horns room
Feet & Horns are collected in the room specifically meant for the purpose. Feet & Horns that is not taken by owner is kept in this room. The details of remaining Feet & Horns are recorded in document 3.9.

4.1 Station: transformer yard
The meter reading is entered in document at end of every shift. Document -4 used for the purpose.

4.2 To 4.5 Station: general lighting and maintenance.
Repairs & replacements of general electronics such as bulbs, fans, street lights, switches etc. are recorded in document-4.2. Preventive maintained break down maintains are document 4.3 and document 4.4 respectively. Spare parts indentation is recorded in document 4.5.
5.0 Station: ETP section
No of KL of effluent received, no of KL treated no of KL released into drains re-used for plantation KGS of sludge received and dispatched raw effluent treated water parameters consumables used etc are recorded in document-5.0 for every shift.

6.0. Station Water supply and other utilities.
Opening water level at beginning of shift water pumped during the shift water used during the shift and closing water level at the end of shift are recorded for every shift. Document -6.0 provided for this station.

7.0 Station: fee collection and deposits
Fee is collection at this station for lairage parking and slaughtering etc the total no of animals sent in for slaughter is matched with no carcasses delivered plus the no of those sent to hanging hall. The totals are recorded in document 7.0

8.0. Station: other staff entry
Name and signature of staff are recorded here along with a serial number and time of entering abattoir. Document 8.0 is used for purpose.
### Document -1.0

<table>
<thead>
<tr>
<th>SLN O.</th>
<th>Vehicle Type</th>
<th>Vehicle No</th>
<th>Time In</th>
<th>No of People</th>
<th>No. sheep &amp; Goat</th>
<th>No of Buffalo(s)</th>
<th>No of Cattle</th>
<th>Time In</th>
<th>Time Out</th>
<th>Signature Of Driver</th>
<th>Signature Of Guard</th>
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### Document -2.1

<table>
<thead>
<tr>
<th>DATE &amp; SHIFT:</th>
<th>Name of veterinary Doctor:</th>
<th>Liarage in charge:</th>
<th>Ante-mortem Inspection result</th>
<th>Condemned animal</th>
</tr>
</thead>
<tbody>
<tr>
<td>SI.NO TAG NO</td>
<td>Accepted</td>
<td>Rejected</td>
<td>Reasons</td>
<td>Signature of vet Doc</td>
</tr>
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</tbody>
</table>

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### DOCUMENT 2.2

**Large Animals Lairage – Cattle/Buffalo**

<table>
<thead>
<tr>
<th>Opening Stock</th>
<th>No of animals received in this shift</th>
<th>GRAND TOTAL</th>
<th>TOTAL NO OF REJECTION</th>
<th>No sent to Slaughtering</th>
<th>CLOSING STOCK</th>
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<tbody>
<tr>
<td>Sec C</td>
<td>Sec D</td>
<td>Sec E</td>
<td>TOTAL</td>
<td>Sec A</td>
<td>Sec B</td>
</tr>
<tr>
<td>Sec C</td>
<td>Sec D</td>
<td>Sec E</td>
<td>TOTAL</td>
<td>Sec A</td>
<td>Sec B</td>
</tr>
<tr>
<td>Sec C</td>
<td>Sec D</td>
<td>Sec E</td>
<td>TOTAL</td>
<td>Sec A</td>
<td>Sec B</td>
</tr>
</tbody>
</table>

### DOCUMENT 3.1

**STATION : STAFF ENTRY**

<table>
<thead>
<tr>
<th>SL.NO</th>
<th>NAME</th>
<th>SIGNATURE</th>
<th>Hygiene Sluice passed or not</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes o NO O</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE:</th>
<th>SHIFT</th>
</tr>
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<tbody>
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</tbody>
</table>
Annexure – 12
Reporting Formats

Following reporting formats are suggested

**Report – 1**: This report is generated from Document – 1.0 in Annexure – 11. It gives the total no of Animals, vehicles and people entering the security gate. This report is generated for every Shift.

**Report – 2**: This report is generated for every shift to give the total number of Sheep /Goat /cattle rejected, accepted and the total no’s currently in the lairage. This report is generated from document 2.1.

**Report – 3**: Generated for every shift, this report gives the slaughter hall summary for Sheep /Goat /cattle/ buffalos. Information recorded in document 3.2 is used to generate this report.

**Report – 4**: This report gives staff attendance. It draws the information from document 3.1 and document 8.0 and is generated for every shift.

**Report – 5**: This is a weekly report on power consumed. Information is taken from document 3.2, and document 4.1 to generate this report. Power consumed per animal is computed from this report.

**Report – 6**: This report gives the list of spare parts and general electrical replaced during the week. It draws the information from the document 4.2 and document 4.4.

**Report – 7**: This report is generated to give the weekly information on preventive/ break down maintenance and draws the information from document 4.3 and document 4.4.

**Report – 8**: Drawing information from document 5.0, this report gives shift wise data pertaining to ETP Section.

**Report – 9**: This report gives the water usage level per animal, drawing information from document 3.2 and document 6.0.

**Report – 10**: This report draws the information from document 7.0 and gives shift wise revenue generated.
AGREEMENT
Between Greater Hyderabad Municipal Corporation and [Fill the Name of the Company/ Consortium]
<table>
<thead>
<tr>
<th>S.NO</th>
<th>Content</th>
<th>Page</th>
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<tbody>
<tr>
<td>1</td>
<td>Article - 1 : Definition and Interpretation</td>
<td>4</td>
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<tr>
<td>2</td>
<td>Article - 2 : Scope of the Operation &amp; Management</td>
<td>7</td>
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<td>3</td>
<td>Article - 3 : Grant of rights over the Project</td>
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<td>4</td>
<td>Article - 4 : Conditions Precedent</td>
<td>8</td>
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<td>5</td>
<td>Article - 5 : Obligations of the Company/ Consortium</td>
<td>9</td>
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<td>6</td>
<td>Article - 6 : Obligations of the Corporations</td>
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<td>7</td>
<td>Article - 7 : Representations and Warranties</td>
<td>11</td>
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<td>8</td>
<td>Article - 8 : Disclaimer</td>
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<td>9</td>
<td>Article - 9 : Performance Security</td>
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<td>10</td>
<td>Article - 10: Access to the Abattoir</td>
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<td>11</td>
<td>Article - 11: Making the O&amp;M operational</td>
<td>15</td>
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<td>12</td>
<td>Article - 12 : Commercial Operational Date</td>
<td>16</td>
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<td>13</td>
<td>Article - 13: Change/ Alterations to infrastructure</td>
<td>16</td>
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<td>14</td>
<td>Article - 14: General Obligations of O&amp;M</td>
<td>17</td>
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<tr>
<td>15</td>
<td>Article - 15 : Monitoring of operations and Management</td>
<td>18</td>
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<tr>
<td>16</td>
<td>Article - 16: Corporation Representative</td>
<td>19</td>
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<td>Article - 17: Revenue Generations</td>
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<td>18</td>
<td>Article - 18: Minimum Financial Deployment</td>
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<td>Article - 19: O&amp;M Project Account</td>
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<td>Article - 20: Insurance</td>
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<td>Article - 21: Force Majeure</td>
<td>22</td>
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<td>22</td>
<td>Article - 22: Suspension of Company/ Consortium's Rights</td>
<td>25</td>
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<td>23</td>
<td>Article - 23: Terminations</td>
<td>26</td>
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<td>24</td>
<td>Article - 24: Assignments and Charges</td>
<td>27</td>
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<td>25</td>
<td>Article - 25: Liability and Indemnity</td>
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<td>26</td>
<td>Article - 26: Rights and Title over Projects</td>
<td>29</td>
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<td>27</td>
<td>Article - 27: Dispute Resolution</td>
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<td>28</td>
<td>Article - 28: Miscellaneous</td>
<td>31</td>
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<td>29</td>
<td>Article - 29: Transfer</td>
<td>32</td>
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<td>30</td>
<td>Article - 30: Definitions</td>
<td>33</td>
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<td>31</td>
<td>Schedule A : In fracture in Modern Abattoir at New Bhoiguda</td>
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<td>32</td>
<td>Schedule B : Standard Operating Procedures</td>
<td>42</td>
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<tr>
<td>33</td>
<td>Schedule C : Manpower’s / Staff to be Maintained</td>
<td>43</td>
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<td>34</td>
<td>Schedule D : Maintained / Service Requirements</td>
<td>44</td>
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<td>35</td>
<td>Schedule E : User Fees Chargeable</td>
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<td>36</td>
<td>Schedule F : O&amp;M Share Payable to GHMC</td>
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<td>37</td>
<td>Schedule G : Reporting Formats</td>
<td>47</td>
</tr>
<tr>
<td>38</td>
<td>Schedule H : Performance Securities</td>
<td>48</td>
</tr>
<tr>
<td>39</td>
<td>Schedule I : Penalties / Fines Against Lapses</td>
<td>51</td>
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</tbody>
</table>
Agreement
This Agreement is entered into on this the ………………………….. day of …………………………………… 2020

Between

1. GREATER HYDERABAD MUNICIPAL CORPORATION, SECUNDERABAD ZONE having its office at West Maredpally Secunderabad– 500026 acting through its authorized signatory …………………………..(herein after refer to as the “Corporation” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of one parts.

AND

[*** limited], a company incorporated under the provisions of the companies, Act 1956 and having its registered office at ………………………………………(Hereinafter refer to as the “Company/Consortium” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the other parts.

WHEREAS:

(A) The Corporation is a government statutory local body of Government of Telangana, and represented by the Commissioner and reported to the Department Municipal Administration of the Government of Telangana (GOT).

The Corporation has the mandate to promote public health ensuring that healthy animals are slaughtered in Hygienic way to supply meat to the citizens of Hyderabad.

(B) The Corporation had accordingly invited proposals by its request for offer dated ……………………….., 2020 (“Tender Notice”) for selecting bidders for operation and management of the _________________Abattoir Project on OT [Operate and Transfer] basis and had short listed the names of the selected bidders.

(C) The corporation had prescribed the technical and commercial terms and conditions and invited bids from bidders for undertaking the operations and management of projects.

(D) After evaluation of bids received, the corporation had accepted the bid of the [names of selected bidders] and issued its letters of acceptance No.______________________ dated ________________ (hereinafter called the “LOA”) to the [names of the selected bidder] requiring inter alia, the execution of this agreement within ________________ (__________) days of the date of issue thereof.

(E) The Company/Consortium has provided the performance security to the corporation.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:
ARTICLE 1  
DEFINITIONS AND INTERPRETATION  

1.1 Definitions  
The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 30) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the schedule and used there in shall have the meaning ascribed there to in the schedules.

1.2 Interpretations  
1.2.1 In this Agreement, unless the context otherwise requires,

a) References to any legislation or any provisions thereof shall include amendment or re-enactment or consolidations of such legislation or any provisions thereof so far as such amendments or re-enactment or consolidations applies or is capable of applying to any transaction entered into hereunder.

b) Reference to laws of India or Indians law or regulations having the force of laws shall include the laws, acts, ordinance, rules, regulations, bye laws or notifications which have the force of laws in the territory of India and as from time to time may be amended, modified, supplemented, extended, or re-enacted.

C) Reference to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.

d) The table of contents, headings or sub headings in this Agreements are for convenience of reference only and shall not be used in, and shall not affect, the constructions or interpretations of this Agreement.

The word “include” and “including” are to be constructed without limitations and shall be deemed to be followed by “without limitations” or “but not limited to “whether or not they are followed by such phrases.

e) References to “Operation & Management or O&M “ unless the context otherwise requires, recruitment, providing transport(if any), placing of personnel, procurement, transportation, installation, maintenance, testing, commissioning with reference to Equipment, proving all necessary consumable and undertaking all other activities incidental to effective operation and management of the facility.

f) Any reference to any period of time shall means a reference to that according to Indian Standard Time.

g) Any reference to day shall means a reference to a calendar day.

h)Reference to a “business day” shall be construed as reference to a day include all days of the year excluding those declared as non-meat day by State Government or GHMC.

i)Any reference to month shall means a reference to a calendar month as per the Gregorian calendar.

J)Reference to any date, period or Milestones shall means and include such date, period or Milestones may be extended pursuant to this agreement.

k)Any reference to any period commencing “From” a special day or date and “till” or “until” a specified day or date shall include both such days and dates, provided that if the last day of any period computed under this agreement is not a business day, then the period shall run until the end of the next business day.

l) The words importing singular shall include plural and vice versa.

m) Reference to any gender shall include the other and the neutral gender.
n) “Lakh” means a hundred thousand (100,000) and “Crore” mean ten Lakhs (10,000,000).
o) “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.
p) Reference to the “winding-up”, “dissolution”, “insolvency”, or “Reorganizations” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the laws of justification.
q) Any reference, at any time, to any agreement, deed, instruments, license or document of any description shall be construed as reference to that agreement, deed, instrument, license, or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this sub-clause shall not operate so as to increase liabilities or obligations of the corporation hereunder or pursuant here to in any manner what so ever.
r) The schedules and recitals to this agreement form an integral part of this agreement and will be in full force and effects as though they were expressly set out in the body of this agreement.
s) Reference to recitals, articles, clauses, sub clauses or schedules in this agreement shall, except where the context otherwise requires, means reference to recitals, article, clauses, sub clauses and schedules.

1.2.2. Unless expressly provided otherwise in this agreement, any documentation required to be provided or furnished by company/consortium to the corporation and/or the corporation representative shall be provided free of cost in three copies and if the corporation is required to return any such documentation with its comments and/or approval, it shall be entitled to return two copies thereof.

1.2.3 The rules of construction, if any that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this agreement shall, unless otherwise defined or construed in this agreement bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

1.4 Priority of agreements and errors/discrepancies

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

This Agreement and, all other Agreements and documents forming part here of including the bid document, offer by the selected bidder, clarification and further documents produced during evaluation. i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) above

1.4.2 Subject to Article 1.4.1 in case of ambiguities or discrepancies within this agreement the following shall apply.

a) Between two or more clauses of this agreements, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in other Clauses.

b) Between the clauses of this Agreement and the schedules, the clauses shall prevail and between schedules and Annexes the schedules shall prevail at in words, the latter shall prevail.

c) Between any value written in numerals and that in words, the latter shall prevails.
ARTICLE – 2
SCOPE OF THE OPERATIONS & MANAGEMENTS

2.1 Scope of the Operations and Management
The scope of the operation and management of Modern Abattoir at New Bhoiguda (“The Scope of the O &M”) shall mean and include during the period:

a) Providing maintaining and operating Modern Abattoir infrastructure at New Bhoiguda Hyderabad as listed/ specified in Schedule A on a Operate and Transfer (OT) basis.
b) Protecting the infrastructure in the same condition as handed over other than wear and tear due to operation of the Abattoir till handling over of those specified in Schedule A.
c) Follow standard operating procedures as specified in Schedule B.
d) Provide man power as specified in Schedule C.
e) Maintain Service Level in accordance with the periodic management and spare parts stock as specified in Schedule D.
f) Charge and collect user fee from the users as specified in Schedule E.
g) Pay the lease amount and Lease Rental of GHMC as specified in Schedule F.
h) Report the activities as specified in the Schedule G
i) The scope as listed in the Bid document.
j) Performance and fulfillments of all other obligations of the Company/Consortium in accordance with the provisions of Agreement and matter incidental there to or necessary for the performance of any or all the obligations of the Company/Consortium under Agreement.

ARTICLE 3
GRANTS OF RIGHTS OVER THE PROJECT

3.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Corporation hereby grants exclusive right, during the subsistence of this Agreement to freely enter, engage people required to operate and maintain, procure, receive, store, use, dispatch consumable and spares required, receives, process and dispatch/deliver the animals, finished carcass by product waste products, charge and collect user fee for the Modern Abattoir Projects for a period, unless terminated earlier in terms of this Agreement of 3 years commencing from the Commercial Operational Date [COD] and the Company/Consortium hereby accepted and agrees to operate and Maintain Abattoir Project.

3.2 The Company /Consortium shall be allowed to outsource the following activities, Namely, recruitment of staff, supply of consumable, spares, repairs, maintenance, civil work and minor repair work, supply of fuel for the DG set.

3.3 The Corporation will provide all reasonable support and assistance to the Company/Consortium in procuring permissions approvals required from the time of Operating management of Abattoir at [fill the place of the project], however the principal obligations for obtaining the permissions shall be that of the company/consortium.
ARTICLE 4
CONDITIONS PRECEDENTS

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in this Article, the respective rights and obligations of the parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.1 (the “Conditions Precedent”).

4.1.2 The company/consortium may, at any time after the Appointed Date, by notice require the Corporation to satisfy any or all the Conditions Precedent set forth in this Article.

4.1.2 Within a period of 15 (Fifteen) days of the notice, and the Conditions Precedent required to be satisfied by the Corporation prior to or Appointed Date shall be deemed to have been fulfilled when the Corporation shall have:
(a) Given a letter transferring defect liability rights of GHMC to the company/consortium.
(b) The Corporation shall have handed over with electric supply without any dues for energy supply for the project. The charges of electricity as measured from the sub-meter will be paid by the Company/Consortium.

4.1.3 The Conditions Precedent required to be satisfied by the Company/Consortium prior to the Appointed Date shall be deemed to have been fulfilled when the Company/Consortium shall have:
(a) Provided performance Security to the Corporation
(b) Executed the Agreement and delivered to the Corporation 3 (three) true copies thereof duly attested by a Director of the company/Consortium.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfied the Conditions Precedent for which that party is responsible.

4.1.5 The Parties shall notify each other in writing at least once in a fortnight on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible for been satisfied.

4.2.1 Consequences of delay by the Corporation
In the events that
I) the Corporation does not procure fulfillment of any or all the condition Precedent set forth in Article 4.1.2 within the period specified in respect therefore and
II) The delay has not occurred as a result of breach of this agreement by the company/Consortium or due Force Majeure, the Corporation shall have extended the period of Agreement.

ARTICLE 5
OBLIGATION OF THE COMPANY/CONSORTIUM

5.1 Obligations of the Company/Consortium

5.1.1 Subject to and on the terms and conditions of this Agreement, the Company/Consortium shall at its cost and expense operate and maintain the modern Abattoir project at New Bhoiguda and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Company/Consortium shall comply with all Applicable laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to Articles 5.1.1 and 5.1.2, the Company/Consortium shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
5.1.4 The Company/Consortium shall, at its own cost and expense, in addition to and nor in derogation of its obligations elsewhere set out in this Agreement.
   (a) Make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits (other than those set forth in Article 4.1.2) and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable laws.
   (b) Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project.
   (c) Prepare a rollout plan in respect of the Project containing the details and description of furnishing the room, employing manpower, procurement of hardware and software.
   (d) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement.
   (e) Ensure optimal operation and management of the Project throughout the Period.
   (f) Not do or omit to do any act, deed or thing which may in any manner be volatile of any of the provisions of this Agreement.
   (g) Support, cooperate with and facilitate the Corporation in the implementation and operation of the Project in accordance with the provisions of this Agreement.
   (h) Transfer the Project to the Corporation upon termination or expiry of the Agreement in accordance with the provisions thereof. However, payment due and payable by the Company/Consortium as per the terms and condition of the Agreement will be made to the Corporation.

5.2 **Obligations relating to Project Agreements:**
   It is expressly agreed that the company/Consortium shall, at all times, be responsible and liable for all its obligations under this Agreement not withstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the company/consortium from its obligations or Liability hereunder.

5.3 **Obligations relating to Change in Ownership:**
   The company/Consortium shall not undertake or permit any change in ownership, except with the prior approval of the Corporation.

5.4 **Employment of foreign nationals:**
   The company/Consortium acknowledges, agrees and undertakes hat employment of foreign personnel by the Company/consortium shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required.

5.5 **Employment of trained personnel:**
   The Company/consortium shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.6 **Slaughter Waste Disposal:**
   The Company/consortium should transport and dispose all the slaughter waste (Blood, Green Waste, Solid Waste, Sludge, etc.) on its own cost.
OBLIGATIONS OF THE CORPORATIONS

6.1 Obligations of the Corporation

6.1.1 The Corporation shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Corporation agrees to provide support to the Company/consortium and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this agreement and the applicable laws, the following:

(a) The corporation shall facilitate the procurement of the Applicable permits required from any Government Instrumentality for implementation and maintenance of the project. The applicable permits are those related to Manpower (ESI, Contract Labour, Minimum Wages, EPF), Safety and Pollution. However the Company Consortium is required to make due diligence for the statutory compliance and this is a tentative list.

(b) Provided, however that the primary responsibility for obtaining the applicable Permits shall always remain with the Company/Consortium.

(c) 6.1.3 GHMC is not responsible for full Slaughter Capacity of the Slaughter house i.e, 1200 Sheep/Goat and 480 large animals per day.

(d) 6.1.4 GHMC is not responsible for slaughter waste transport and disposal.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Company/consortium

The Company/consortium represents and warrants to the Corporation that:

(a) It is duly organized and validly existing under the Laws of India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

(b) It has taken all necessary corporate and other actions under Applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreements.

(c) It has the financial standing and capacity to undertake the project in accordance with the terms of this Agreement.

(d) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.

(e) It is subject to the laws or India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder.

(f) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement. The execution, delivery and performance of this Agreement will not conflict with' result in the breach of constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or, where applicable, those of any member of the consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
(g) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other corporation, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.

(h) It has no knowledge or default with respect to any order, writ, injunction or any legally binding orders of any Government result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

(i) It shall at no time undertake or permit any change in ownership except in accordance with the provisions of Article 5.3 and holds not less than 51% of the company/consortium's issued and paid up equity as on the date of this agreement.

(j) No representation or warranty by it contained herein or in any other document furnished by it to the corporation or to any Government instrumentality in misleading relation to Applicable Permits contains or will contain any untrue or statement of material fact or omits or will omit to state a material fact necessary to make such representations or warranty:

(k) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into Agreement this employee or for influencing or attempting to influence any officer or of the Corporation in connection therewith.

7.2 Representations and Warranties of the Corporation

The corporation represents and warrants to the company/Consortium that:

(a) It has full power and authority to execute, deliver and perform its obligations Under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) It has taken all necessary actions under the Applicable laws to authorize the Execution, delivery and performance of this Agreement;

(c) It has the financial standing and capacity to perform its obligations under the Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against It in accordance with the terms hereof;

(e) It has no knowledge of any violation or default with respect to any order, writ, Injunction or any decree of any court or any legally bidding order of any Government Instrumentality which may result in any Material Adverse Effect on The Corporation's ability to perform its obligations under this Agreement;

(f) It has complied with Applicable Laws in all material respects;

(g) All information provided by it in the Request for Qualification and Request for proposal in connection with the Project is, to the best of its knowledge, belief, true and accurate in all material respects.
7.3 Disclosure
In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 8
DISCLAIMER

8.1 Disclaimer

8.1.1 The Company/Consortium acknowledges that prior to the execution of this Agreement, the Company/Consortium has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Offer, Scope of the Project Specifications and Standards, local conditions, condition of the room, availability of electricity and all information provided by the Corporation or obtained or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Article 7.2, the Corporation makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Company/Consortium confirms that it shall have no claim whatsoever against the Corporation in this regard.

8.1.2 The Company/Consortium acknowledges and hereby accepts the risk of inadequacy, Mistake or error in correlating to any of the matters set forth in Article8.1.1 above and hereby acknowledges and agrees that the Corporation shall not be liable for the same in any manner whatsoever to the company/consortium, the (insert name of selected bidder) or any person claiming through or under any of them.

ARTICLE 9
PERFORMANCE SECURITY

9.1 Performance Security
The Company/Consortium shall, for the performance of its obligations hereunder during the Project Period, provide to the Corporation prior to or on the Appointed Date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs.75.00 Lakhs (Rupees Seventy Five lakhs only) in the form set forth in Schedule -H (the Performance security). Until such time the Performance Security is provided by the Company /Consortium pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Corporation shall release the Bid Security to the Company/Consortium.

9.2 Appropriation of Performance Security
Upon occurrence of a Company/Consortium Default, the Corporation without prejudice to its other rights and remedies hereunder or in law, shall be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such Company/consortium Default. Upon such encashment and appropriation from the Performance Security, the Company/consortium shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance security, and in case of appropriation of the entire performance Security provide a fresh Performance Security, as the case may be, and the Company/consortium shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Corporation shall be entitled to terminate this Agreement in accordance with Article 22. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the company/Consortium shall be
entitled to an additional cure Period of 90 (ninety) days for remedying the Company/Consortium default, and in the event of the Company/Consortium not curing its default within such Cure Period, the Corporation shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 22.

9.3 Release of Performance Security

At the end of 60 days after the O&M of project comes to an end, the performance Security shall be released provided the Company/Consortium is not in breach of this Agreement. Upon request made by the Company/Consortium for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under his Article 9.4, the Corporation shall release the Performance Security For with.

ARTICLE 10

ACCESS TO THE ABBATTOIR

10.1 Access to the Project Facilities

10.1.1 The Corporation hereby grants to the Company/Consortium access to the project Facilities, establishing their office, installing computers and their accessories to facilitate Operation and management and all other such activities that the Company/Consortium may deem necessary for effective O&M during the project Period, it being expressly agreed and understood that the Corporation shall have no [ability whatsoever in respect operation and management carried out or work undertaken by the Company/Consortium pursuant here to the event of Termination or otherwise.

10.1.2 The access, possession and access to the Project Facilities granted by this Agreement to the Company/Consortium shall always be subject to Company/Consortium performing its duties and responsibilities at all times during the Period as per the terms and conditions of this Agreement.

10.1.3 It is expressly agreed that the permission granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Corporation, upon the Termination of this Agreement for any reason whatsoever.

10.2 Possession of the project facilities for operation & management

10.2.1 Pursuant to the notice specified in Article 4.1.2 and upon completion of the Conditions Precedent to be fulfilled by the Company/Consortium under Article 4. 1.3, the Corporation Representative and the Company/Consortium shall, on a mutually agreed date and time, inspect the Project facilities and prepare a memorandum containing condition of the Modern Abattoir at New Bhoiguda Hyderabad. Signing of the memorandum, in two Counterparts (each of which shall constitute an original), by the authorized representatives of the parties shall be deemed to constitute a valid Right of Way to the Company/Consortium for free and unrestricted use and O&M of the Modern Abattoir at New Bhoiguda Hyderabad during the period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3 Project facilities be free from Encumbrances

Subject to the provisions of Article 10.2 the Project facilities shall be made available by the Corporation to the Company/Consortium pursuant hereto free from all Encumbrances and occupations.
10.4 **Access to the Corporation**

The right to the Facility granted to the Company/Consortium hereunder shall always be subject to the right of access of the Corporation and the Corporation Representative and other employees and agents of the Corporation and persons authorized by the Government of Andhra Pradesh, Ministry of Food Processing Industries, Govt of India or other statutory agencies for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

**ARTICLE 11**

**MAKING THE O&M OPERATIONAL**

11.1 **Obligations prior to making the O&M operational**

Prior to commencement of operations, the Company/Consortium shall:

(a) submit to the Corporation either directly or through the Corporation's Representative its Spares, Consumables Procurement and storage plan; Personnel Deployment Plan, quality assurance procedures, reporting plan along with time schedules where applicable for O&M of the Project in accordance with the Scope of work of O & M as set forth in this agreement;

(b) Appoint its representative duly authorized with the Corporation in respect of all matters under or arising out of or relating to this Agreement;

**ARTICLE 12**

**CHANGE /ALTERATIONS TO INFRASTRUCTURE**

12.1 **Change/alterations to infrastructure**

If the Company/Consortium determines at any time that a Change/alterations to the Infrastructure is necessary for providing better services to the users, it shall by notice in writing require the Corporation to consider such Change of scope. The Corporation shall, within 15 (fifteen) days of receipt of such notice, either accept such Change/alteration with modifications, if any, or inform the Company/Consortium in writing of its reasons for not accepting such change of scope. The Company/Consortium on its own expense will be required to undertake such changes/alterations, minor repairs, displacement of existing facilities provided such a change/alteration cost does not exceed Rs.5.00 Lakhs.

**ARTICLE 13**

**GENERAL OBLIGATIONS OF OPERATION AND MANAGEMENT**

13.1 **O&M obligations of the Company/Consortium**

During the O&M Period, the Company/Consortium shall operate and maintain the Project in accordance with this Agreement and if required, modify, replace, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement and confirm to Good Industry Practice. The obligations of the Company/Consortium hereunder shall include:

(a) Ensuring optimal operation and management of the Project, in accordance with the Service level Agreement (SLA) prescribed herein, throughout the Period, by performing the operation and management.

(b) Complying with the Safety Requirements including Fire safety, Electrical Hazards safety etc. carrying out periodic preventive maintenance of the project;

(c) Carrying out periodic renovation as required from time to time so that the Project is always in conformity with the Scope of the project;

(d) Preventing, with the assistance of concerned agencies, any unauthorized use of the site;

(e) Maintaining a public relations unit to interface with and attend to suggestions from the users, government agencies, media and other agencies;
13.2 Maintenance Requirements

The Company/Consortium shall ensure that at all times during the Operation period; the Project confirms to the maintenance requirements set forth in Schedule D (the "Maintenance Requirements").

13.3 Maintenance & Safety Requirements Manual

13.3.1 Not later than 30 (thirty) days prior to the scheduled Completion Date, the Company/Consortium shall, in consultation with the Corporation agreement date, evolve a repair and maintenance & safety requirements manual (the "Maintenance & safety Requirements Manual") for the regular and preventive maintenance of the Project in conformity with the Maintenance Requirements, safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Corporation. The Maintenance Manual shall be revised and updated once every 1 (one) year and the provisions of this Article 13.3 shall apply, mutatis mutandis, to such revision.

13.3.2 Without prejudice to the provision of Article 15.3 1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Good Industry Practice. expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise); “Bank” means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore);“Bid” means the documents in their entirety comprised in the bid submitted by the [company/Consortium] in response to the Tender Notice in accordance with the provisions thereof “Bid security” means the security provided by the Company/consortium to the corporation along with the Bid in a sum of Rs.40.00 lakh (Rupees Forty lakhs only), in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security; “COD” or “Commercial Operation Date” shall have the meaning set forth in Article 12.1.

13.4 Maintenance Programme

13.4.1 Not later than 45 (forty five) days prior to the beginning of each Accounting year during the Operation Period, the Company/Consortium shall provide to the Corporation, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "Maintenance programme") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:
(a)preventive maintenance schedule
(b) Arrangements and procedures for carrying out urgent repairs.
(c) Criteria to be adopted for deciding maintenance needs.
(d) Intervals and procedures for carrying out inspection of all elements of the Project;
(e) Intervals at which the Company/Consortium shall carry out periodic Maintenance.
(f) Arrangements and procedures for carrying out safety related measures; and
(g) Intervals for major maintenance works and the scope thereof.
13.4.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Corporation shall review the same and convey its comments to the Company/Consortium with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety requirements.

13.4.3 The Company/consortium may modify the Maintenance programme as may be reasonable in the circumstances, and the procedure specified in Articles 13.4.1 and 13.4.2 shall apply mutatis mutandis to such modifications.

13.5 Safety, breakdowns and accidents

The Company/Consortium shall ensure safe conditions for the users, and in the event of unsafe conditions and accidents, it shall follow relevant operating procedures without delay. Such procedures shall conform to the provisions of this Agreement, Applicable laws, Applicable Permits and Good Industry practice.

ARTICLE 15
MONITORING OF OPERATION AND MANAGEMENT

15.1 During the Operation and Management Period, the Company/Consortium shall provide periodical reports as prescribed in the Schedule-G, to the Corporation and shall promptly give such other relevant information as may be required by the Corporation.

15.2 Inspection

During the Operation and Management Period, the Corporation’s Representative shall inspect the Project as and when necessary or at least once in a quarter and make report of such inspection (the ‘Inspection Report’) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project. Corporation’s Representative shall send a copy of the Inspection Report to the Corporation and the Company/Consortium within 7 (seven) days of such inspection and upon receipt thereof, the Corporation may require the Company/Consortium to rectify and remedy any defects or deficiencies. Such inspection or submission of Inspection Report by the Corporation’s Representative shall not relieve or absolve the Company/Consortium of its obligations and liabilities hereunder in any manner whatsoever if the corporation representative notices any lapse(s), he/she will have a right to Penalise /impose fine as listed in Schedule-I.

15.3 Tests

For determining that the Project conforms to the Maintenance Requirements, the corporation shall require the Company/consortium to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Company/Consortium shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Corporation and furnish the results of such tests forthwith to the Corporation.

15.4 Remedial measures

15.4.1 The Company/Consortium shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Article 18.3and furnish a report in respect thereof to the Corporation within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be, provided that where the remedying of such defects or deficiencies is likely to take more than 15(fifteen) days, the Company/Consortium shall submit progress reports of the repair. Works once every week until such works are completed in conformity with this Agreement.
15.4.2. The Corporation shall require the Company/Consortium to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the Maintenance Requirements and the procedure set forth in this Article 17.4 shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Company/Consortium in conformity with the provisions of this Agreement, the Corporation shall be entitled to recover Damages from the Company/Consortium.

ARTICLE 16
CORPORATION REPRESENTATIVE

16.1 Appointment of Corporation Representative

The Corporation shall appoint a Corporation Representative who shall perform the various functions prescribed for it under this Agreement including receipt of various reports, documents and notices from the Company/Consortium, and carrying out the tasks assigned to it by the Corporation.

16.2 Duties and functions

The Corporation Representative shall discharge its duties and functions in accordance with the provisions of this Agreement. For the avoidance of doubt, it is clarified that the Corporation Representative is not empowered to grant any approvals or make any determinations, save as authorised by the Corporation and as required by this Agreement.

ARTICLE 17
REVENUE GENERATION

17.1 On and from the COD the Company/Consortium shall have the right to charge and receive user fee for slaughtering, Lairage from local meat. Outlets, butchers and others determined eligible to sell meat to public of Hyderabad by Corporation, as per fees fixed by Corporation and detailed at Schedule-E. The Company/Consortium shall also have the right to collect and appropriate Fee from other users for exports, after meeting the Public requirement, in accordance with this Agreement.

17.2 The Company/Consortium acknowledges and agrees that, the Corporation shall be entitled to use the Project in accordance with the terms and conditions of this Agreement.

17.3 The Corporation may arrange to send other Government License/beneficiaries of Government schemes for using the Project Facilities during any of the working time. The Company/Consortium will be entitled for charging at the scheduled rates.

ARTICLE 18
MINIMUM FINANCIAL DEPLOYMENT

18.1 The Company/Consortium hereby agrees and undertakes that it shall open separate Bank account for Operation and maintenance operations and deploy a minimum amount of Rs.40.00 lakhs as revolving fund to meet day to day expenses at least 7 days before the Appointed Date and in the event of delay, it shall be entitled to a further period not exceeding 30 (Thirty) days, subject to payment of Damages to the Corporation in a sum calculated at the rate of 0.1% (zero point one per cent) of the performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Corporation in procuring satisfaction of the Conditions precedent specified in Article 4.1.2 or due to Force Majeure.
18.2 The company/consortium shall, upon such Financial deployment, notify the Corporation forthwith, and shall have provided to the Corporation, at least 2 (two) days prior to Appointed date, 3 (three) true copies of the Bank statement, duly attested by a Director of the Company/Consortium.

18.3 Mode of Payment:
Royalty should be paid to GHMC as per Annexure – 6A i.e., Quarterly. The Royalty should be paid at the time of starting of the New Quarter within 7days of starting quarter and (2) posted dated cheques to be submitted for next two quarters in advance by the O & M Agency. If the bidder will not paid the royalty, the notice will be served. If they not paid the royalty within 1 month the termination will be done by GHMC (23.1)

ARTICLE 19
O&M PROJECT ACCOUNT

19.1 Project Account
The Company/Consortium shall open and establish a O&M Project Account before the Appointed date, with a Bank (the Designated Bank”) in accordance with this Agreement.

19.2 Deposits into Project Account
The Company/Consortium shall deposit or cause to be deposited the following Inflows and receipts into the Project Account:
(a) Minimum Financial deployment and
(b) all the User fees received from Corporation clients
© all the User fees received from non-Corporation clients.

19.3 Withdrawals during Project Period
19.3.1 The Company/Consortium shall, at the time of opening the O&M Project Account, give irrevocable instructions to the Designated Bank instructing, inter alia, that deposits in the O&M Project Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Project Account and paid out there from in the month when due:
(a) All amount due and payable to the Corporation under the terms of this Agreement;
(Schedule F)
(b) All taxes due and payable by the Company/Consortium;
(c) Salary of the Staff employed by the Company/Consortium;
(d) All payments relating to setting up of the Project and is maintenance and operation, to and in accordance with the conditions, if any, set forth in the Agreements;
(e) Balance, after ensuring the minimum mobilisation amount, if any, in accordance with the instructions of the Company/Consortium.

19.3.2 The Company/Consortium shall not in any manner modify the order of payment specified in Article 19.3.1, except with the prior written approval of the Corporation.

19.4 Closure of the O&M Project Account
The O&M Project Account shall be operated and maintained till the date termination and thereafter, the Company/Consortium shall be entitled to discontinue the O&M Project Account.

19.5 Withdrawals upon Closure
Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Project Account shall, upon closure, belong the Company/Consortium, only after meeting any of the following pending:
(a) outstanding payment due and payable to the Corporation under the terms of his Agreement;
(b) all payments and Damages certified by the Corporation as due and payable to it by the Company/Consortium, including any other payment;
(C) balance, if any, in accordance with the instructions of the Company/Consortium:
ARTICLE 4
INSURANCE

20.1 Insurance during Deployment and Operation Period
The Company/Consortium shall effect and maintain at its own cost, during the Deployment and Operation Period, such insurances for such maximum sums as maybe required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the 'Insurance Cover'). The evidence of Insurance will be furnished to the Corporation as Notarised copy of the Policy issued by the Insuring Company.

20.2 Remedy for failure to insure
If the Company/Consortium shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Corporation shall keep in force any such insurances, and pay such premier and recover the costs thereof from the Company/Consortium in accordance with the terms of this Agreement.

20.3 Application of insurance proceeds.
The proceeds from all insurance claims, except life and injury, shall be paid to the Company/Consortium by credit to their Account and it shall, notwithstanding anything to the contrary contained in Article 19.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project infrastructure.

ARTICLE 21
FORCE MAJEURE

21.1 Force Majeure
As used in this Agreement, the expression 'Force Majeure' or 'Force Majeure Event' shall mean occurrence in India of any or all of Non-Political Event (as defined in Article 21.2) and Indirect Political Event (as defined in Article 21.3), if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event ; (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected party.

21.2 Non-Political Event
A. Non-Political Event shall mean one or more of the following acts or events:
(a)act of God, epidemic, extremely adverse weather conditions, lightning (provided the facility is equipped with a lightening conductor), earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
B. strikes or boycotts (other than those involving the Company/Consortium, Contractors or their respective employees /representatives, or attributable" to any act or omission of any of them) interrupting supplies and services to the O&M of Project for a continuous period of 7 (seven) days and an aggregate period exceeding 60 (sixty) days in an Accounting year;
any judgement or order of any court of competent jurisdiction of statutory corporation made against the Company / Consortium in any proceedings for reasons other than (i) failure of the company / Consortium to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this agreement, or (iv) exercise of any of its rights under this agreement by the Corporation.

21.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 7 (seven) days and exceeding an aggregate period of 60 (sixty) days in an Accounting Year; or

(c) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Duty to report Force Majeure Event

21.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any Claim for relief under this Article 21 with evidence in support thereof.

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event: and

(d) any other information relevant to the Affected Party's claim.

21.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its Occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this agreement.

21.5 Effect of Force Majeure Event on the Agreement

21.5.1 Upon the occurrence of any Force Majeure Event prior to the COD, the period procurement and deployment shall be extended by a period equal in length to duration of the Force Majeure Event.

21.5.2 At any time after the COD, the Period and the dates set forth shall be extended by a period equal in length to the duration for which such forth Force Majeure Event subsists.

21.6.1 Allocation of costs arising out of Force Majeure

21.6.1 Upon occurrence of any Force Majeure Event prior to the COD, the parties shall be at their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
21.6.2 Save and except as expressly provided in this Article 22, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

21.7 Disputer solution
In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

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

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 22
SUSPENSION OF COMPANY/CONSORTIUM’S RIGHTS

22.1 Suspension upon Company/Consortium Default
Upon occurrence of a Company/Consortium Default, the Corporation shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) encash performance Bank Guarantee (ii) suspend all rights of the Company/Consortium under this Agreement including the Company/Consortium’s right to charge and collect user fees-pursuant hereto, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the “suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the Corporation to the Company/Consortium and may extend up to a period not exceeding 60 (sixty) days from the date of issue of such notice.

22.2 Corporation to act on behalf of Company/Consortium

22.2.1 During the period of Suspension, the corporation shall, on behalf of the Company/Consortium, collect User fees under and in accordance with this Agreement and shall be entitled to incur expenditure meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

22.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Company/Consortium and all things done orations taken, including expenditure incurred by the Corporation for discharging the obligations of the Company/Consortium under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the
Company/Consortium and the Company/Consortium undertakes to indemnify the Corporation for all costs incurred during such period.

22.3 Revocation of Suspension

22.3.1 In the event that the Corporation shall have rectified or removed the cause of Suspension within a period not exceeding 30 (thirty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Company/Consortium under this Agreement.

22.3.2 Upon the Company/Consortium having cured the Company/Consortium default within period not exceeding 30 (thirty) days from the date of suspension, the Corporation shall revoke the Suspension forthwith and restore all rights of the company/Consortium under this Agreement.

ARTICLE 22

TERMINATION

22.1 Termination for Company/Consortium Default

22.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Company/Consortium fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified then within a Cure Period of 60 (sixty) days, the Company/Consortium shall be deemed to be in default of this Agreement (a Company/Consortium Default’), unless the default has occurred solely due to Force Majeure. The defaults referred to herein shall include:

(a) the Performance Security has been encashed and appropriated in accordance with Article 9.2 and the Company/consortium fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh performance Security in accordance with Article 9.2, the Company/Consortium fails to cure, within a Cure Period of 90 (ninety) days, the Company/consortium Default for which whole or part of the Performance Security was appropriated;

(c) the Company/Consortium does not meet the Project O&M targets / threshold/ milestones due in accordance with the provisions of the this agreement and continues to be in default for 120 (one hundred and twenty days):

(d) the Company/Consortium abandons or manifests intention to abandon the operation & management of the Project without the prior written consent of the Corporation

(e) The Company/ Consortium have outsourced the implementation of the project or its pat and have collected franchisee fees;

(g) Operational Capacity taking a hit below 50% of the project Capacity in Particular quarter, when Demand exists for higher capacity.

22.1.2 Without prejudice to any other rights or remedies which the Corporation may have under this Agreement, upon occurrence of a Company/Consortium Default, the Corporation shall be entitled to terminate this Agreement by issuing a Termination Notice to the Company/Consortium;

Provided that before issuing the Termination Notice, the Corporation shall by a notice inform the Company/Consortium of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Company/Consortium to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

22.2 Consequences of Termination
Upon Termination for any reason whatsoever, the Corporation shall:
(a) be deemed to have taken possession and control of the project forthwith;
(b) be entitled to restrain the Company/Consortium and any person claiming through or under the Company/Consortium from entering upon the Site or any part of the Project;
(c) in the event the Corporation elects to cure any outstanding defaults under such Project Agreements, the amount expended by the corporation for this purpose shall be recoverable from the Company/Consortium.

ARTICLE 23
ASSIGNMENT AND CHARGES

23.1 Restrictions on assignment and charges
Subject to Article 23.2 and 23.3, this Agreement shall not be assigned by the Company/Consortium to any person, save and except with the prior consent in writing of the Corporation, which consent the Corporation shall be entitled to decline without assigning any reason.

24.2 Permitted assignment and charges
The restraints set forth in Article 24.1 shall not apply to:
(a) Liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project:
(b) Mortgages/pledge hypothecation of Spares, Consumables, user fee receivables and their related documents of title, arising or created in the ordinary course of business of the Operation and Management of Project, and as security only for raising funds for working capital arrangements for the Operation and Management of project;

Article 24
LIABILITY AND INDEMNITY

24.1 General indemnity
24.1.1 The Company/Consortium will indemnify, defend, save and hold harmless the Corporation and its officers, servants, agents, Government Instrumentalities and Corporation owned and/or controlled entities/enterprises, ("the Corporation Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Company/Consortium of any of its obligations under this Agreement or the Project Agreements or any related agreement or on account of any defect or deficiency in the provision of services by the Company/Consortium to any User, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Corporation Indemnified persons.

24.1.2 The corporation will indemnify, defend, save and hold harmless the Company/Consortium against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) breach by the Corporation of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Company/Consortium of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and demand has arisen due to a negligent act or omission, or breach of any its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Company/Consortium, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Company/Consortium.
25.2 **Indemnity by the Company/Consortium**
Without limiting the generality of Article 24.1, the Company/Consortium shall fully indemnity, hold harmless and defend the Corporation Indemnified persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the company/Consortium to comply with Applicable Laws and Applicable Permits;
(b) Payment of taxes required to be made by the company/consortium in respect of the income or other taxes of the company /Consortium's contractors, suppliers and representatives; or
(c) Non-payment of amounts due as a result of materials or services furnished to the company/Consortium or any of its contractors which are payable by the Company/Consortium or any of its contractors.

25.3 **Survival on Termination**
The provisions of this Article 25 shall survive Termination

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**ARTICLE 25**

**RIGHTS AND TITLE OVER THE PROJECT**

25.1 **Title & Ownership**
Title & ownership rights during the entire, period of agreement vests with Corporation at no point it gets and transferred to Company/Consortium.

25.2 **Rights**
For the purpose of this Agreement, the Company/Consortium shall have rights to the use of the Project in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

25.3 **Access rights of the Corporation and others**
The Company/Consortium shall allow to the extent required under this Agreement, free access to the Project at all times for the authorised representatives of the Corporation and Senior Lenders and the Corporation’s Representative, and for the persons duly authorised by any Government Instrumentality to inspect the project or to investigate any matter within their jurisdiction and upon reasonable notice, the Company/Consortium shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

25.4 **Restriction on subletting**
The Company/Consortium shall not sublet the whole or any part of the project However, they will be the entitled to appoint sub-contractors for discharging a Specific function of the operation and Management of Project. Appointment of sub-contractor will be strictly for discharging specific function and will not meant for the appointment of franchise.
ARTICLE 26
DISPUTE RESOLUTION

26.1 Dispute resolution
26.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other party (the Dispute) shall, in the first instance, be attempted to be resolved amicably in-accordance with the conciliation procedure set forth in Article 27.2.

26.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other wise during normal business hours to all no privileged records, information and pertaining to any Dispute.

26.2 Conciliation
In the event of any Dispute between the Parties, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either party may require such Dispute to be referred to the Commissioner, GHMC and the Chairman of the Board of Directors of the Company/Consortium for amicable settlement, and upon such reference, the said persons shall meet no later than 7(seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Article 26.1.1 or such longer period as may be mutually agreed by the Parties, either party may refer the Dispute to arbitration in accordance with the provisions of Article 2.3.

26.3 Arbitration
26.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Article28.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Article 26.3.2. Such Arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the 'Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be Hyderabad, and the language of Arbitration proceedings shall be English.

26.3.2. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

26.3.3 The arbitrators shall make a reasoned award (the ‘Award'),- Any Award made in any arbitration held pursuant to this Article 27 shall be final and binding on the parties as from the date it is made, and the Company/Consortium and the Corporation agree and undertake to carry out such Award without delay.

26.3.4 The Company/Consortium and the Corporation agree that an Award may be enforced against the company/Consortium and/or the Corporation, as the case may be, and their respective assets wherever situated.

26.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any Arbitration proceedings hereunder.
27.4 Adjudication by Regulatory Corporation or Commission

In the event of constitution of a statutory Regulatory Corporation or Commission with powers to adjudicate upon disputes between the Company/Consortium and the Corporation, all Disputes arising after such constitution shall, instead of reference to arbitration under Article 21.3, & adjudicated upon by such regulatory Corporation or Commission in accordance with the Applicable law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribun al High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

ARTICLE 28

MISCELLANEOUS

28.1 Governing law and jurisdiction

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

28.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Agreement constitute Commercial acts done and performed for commercial purpose;
(b) Agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
(c) Waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
(d) Consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or Judgement that may be made or given in connection therewith).

28.3 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall.

(a) In the case of the Company/Consortium, be given by facsimile, email and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Company/Consortium may from time to time designate by notice to the Corporation, provided that notices or other communications to be given to an address outside Hyderabad may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Company/Consortium may from time to time designate by notice to the Corporation;
(b) In the case of the Corporation, be given by facsimile, email and by letter delivered by hand and be addressed to the Commissioner of the Corporation with a copy delivered to the Corporation Representative or such other personas the Corporation may from time to time designate by notice to the Company/Consortium; provided that if the Company/Consortium does not have an office in Hyderabad it may send such notice by facsimile and by registered acknowledgement due, air mailer by courier; and

(c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

28.4 Language

All notices required to be given by one Party to the other Party and all other Communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

28.5 Counterparts

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

ARTICLE 29
TRANSFER

29.1 The Project is being given on Operate and Transfer [OT] basis. Hence, after the end of Project period [three years] the Project will be transferred to the Corporation its Representative.

29.2 The process of transfer will be initiated two months before the scheduled date of expiry of the Agreement. The Corporation will initiate actions to get the Project facilities examined and will prepare a report related to defects and deficiencies.

29.3 The Company/Consortium will be responsible for the curing the defects and deficiencies in the event the Company/Consortium fails to cure the defects and deficiencies the Corporation will take steps to rectify them and the cost so incurred will be recovered from the Performance Bank Guarantee.

ARTICLE 30
DEFINITIONS

30.1 Definitions

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

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the on the thirty first day of March of the next calendar year;

"Agreement" means this Agreement, its Recitals, the Schedules hereto and amendments thereto made in accordance with the provisions contained Agreement;

"Applicable Laws" means all laws, brought into force and effect by GOI or the GOTS including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, wils and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement. “Applicable Permits"
means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable laws in connection with the construction.

"Appointed Date" means the date on which the Company/Consortium provides the performance bank guarantee, signs the agreement;

"Arbitration Act" means the Arbitration and conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time:

"Associate" or "Affiliate" means, in relation to either party [and /or name of the selected bidder], a person who controls, is controlled by, or is under the common control with such Party [or name of the selected bidder] (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1000 crore (Rupees one thousand crore);

"Bid" means the documents in their entirety comprised in the bid submitted by the[company/Consortium] in response to the Tender Notice in accordance with the provisions thereof:

"Bid security" means the security provided by the Company/consortium to the corporation along with the Bid in a sum of Rs. 40.00 lakh (Rupees Forty lakhs), in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security;


"Corporation Representative" means such person or persons as may be authorised in writing by the Corporation to act on its behalf under this Agreement and shall include any person or persons having Corporation to exercise any rights or perform and fulfill any obligations of the Corporation under this Agreement.

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that Causes the aggregate holding of the existing promoters in the total Equity to decline below (i) 51% o (fifty one percent) thereof during Project roll our period, (ii) 33%. (thirty three per cent) thereof during a period of 5 (five) years following COD, provided that any transfer of the direct and/or indirect, legal or beneficial ownership leading to acquisition of more than 15% (fifteen per cent) of the total Equity by any person and/or his Associate at any time during the period shall constitute.


"Corporation Representative" means such person or persons as may be authorized in writing by the Corporation to act on its behalf under this Agreement and shall include any person or persons having Corporation to exercise any rights or perform and fulfill any obligations of the Corporation under this Agreement;

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that Causes the aggregate
holding of the existing promoters in the total Equity to decline below (i) 51% (Fifty one per cent) thereof during Project roll our period, (ii) 33%. (thirty three per cent) thereof during a period of 5 (five) years following COD, provided that any transfer of the direct and/or indirect, legal or beneficial ownership leading to acquisition of more than 15% (fifteen per cent) of the total Equity by any person and / or his Associate at any time during the period shall constitute a change in ownership. For the avoidance of doubt, indirect, legal or beneficial ownership of any shares, or securities convertible into shares shall include transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in any person acquiring control over the Equity or voting rights of the shares of the Company/Consortium.

"Change of Scope" shall have the meaning set forth in Article 14. 1;

"Company/consortium "means the Successful Bidder who signs this Agreement; “Period
means the period starting on and from the Appointed Date and ending on the Transfer Date;
"company/consortium Default "shall have the meaning set forth in Article 23.1;

"Conditions Precedent" shall have the meaning set forth in Article 4.1.1;"cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) Commence from the date on which a notice is delivered by one party to the other Party asking the latter to cure the breach or default specified in such notice;
(b) Not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and (c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Company/Consortium requires any reasonable action by the Company/consortium that must be approved by the Corporation hereunder, the applicable Cure period shall be extended by the period taken by the Corporation to accord their approval;

"Default" shall have the meaning set forth in Article 23
"Designated Bank “shall have the meaning set forth in Article 19.1.1:
"Dispute" shall have the meaning set forth in Article27.1.1
“Dispute Resolution Procedure “means the procedure for resolution of Disputes set forth in Article 27;

“Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings-, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio-or visual form;

“Encumbrances" means, in relation to the project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or, any similar arrangement under any insurance policy pertaining to the project, where applicable herein;

"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Company/Consortium for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;
"Financing Agreement" means the agreements executed by the Company/Consortium in respect of financial assistance to be provided by the Senior lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total project Cost;

"Force Majeure Event" shall have the meaning described to it in Article 22;

'Got' means the Government of Telangana;

'Good Industry Practice" means the best practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Company/Consortium in accordance with this Agreement, Applicable laws and Applicable Permits in reliable, safe, economical and efficient manner

“Government” means the Government of Andhra Pradesh,

“Government Instrumentality” means any department, division or sub-division of the Government or the GOTS and includes any commission, board, Corporation, agency or municipal and other local corporation or statutory body including Panchayat under the control of the Government or the GOTS, as the case may be, and having jurisdiction over all or any part of the project or the performance of all or any of the services or obligations of the Company/Consortium under or pursuant to this Agreement;

"Indemnified Party" means the party entitled to the benefit of an indemnity pursuant to Article 25;

"Indemnifying Party" means the party obligated to indemnify the other party pursuant to Article 25;

“Indirect Political Event" shall have the meaning set forth in Article 20.3;

"Insurance cover" means the aggregate of the maximum sums insured under the insurances taken out by the Company/consortium pursuant to Article 4 and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event:

"Uptime" means the ability to operate any facility in the premises.

"LOA" or "Letter of Acceptance" means the letter of acceptance issued by Corporation to the selected bidder;

"Maintenance & Safety Requirements Manual" shall have the meaning ascribed to it in Article 14.3;

"Maintenance Programme" shall have the meaning ascribed to it in Article 14.4.1;

"Maintenance Requirements" shall have the meaning set forth in Article 14.2;

“Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Non-Political Event" shall have the meaning set forth in Article 21.2;

“Operation Period" means the period commencing from COD and ending on the Transfer Date:
"Parties" means the parties to this Agreement collectively and "party" shall mean any of the parties to this Agreement individually;

'Performance Security' shall have the meaning set forth in Article 9.1;

'Project' means providing, operating and managing the project Facilities in accordance with the provisions of this Agreement as specified in Schedule A

"Project Account" means an account which the Company/consortium shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Project Account:

"O&M of Project Agreements" means this Agreement, and any other agreements or contracts that may be entered into by the Company/Consortium with any person in connection with matters relating to, arising out of or incidental to the O&M of Project.

"Project Facilities" means all the individual Equipment or group of equipment, Individual building/structure or group of buildings/structures other amenities and facilities provided and as described in Schedules;

"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"Reference Exchange rate" means, in respect of one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00(twelve)noon on the relevant date quoted in Delhi by the State Bank of India, and in absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"Rs." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;

'Right of way' means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and management of the project in accordance with this Agreement;

"service Level Availability" shall mean the availability and uptime of project Facilities, as specified in Schedule-D.

"SLA Erosion" means slaughter line uptime is less than 90% and up to 50%, and Staff presence is less than 90% and/or up to 60% will be considered erosion in SLA

"SLA taking a hit" slaughter line uptime is less than 50% in a quarter, and/or staff availability is less than 60%, will be treated as SLA taking a hit.

"Slaughter Hours/Holidays" Department but ordinarily will Mahavir Jayanthi day. will be as notified by there GHMC, Veterinary be all days in an year excluding Gandhi Jayanthi day,

"Scope of the O&M of Project" shall have the meaning set forth in Article 2.1;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedules, and any modifications thereof for the Project submitted by the Company/Consortium to, and expressly approved by, the Corporation;

"State" means the State of Telangana and "State Government" means the government of that State;

"Suspension" shall have the meaning set forth in Article 22.1;

"Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or
local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

For the avoidance of double Tax

"Tender Notice" means the notice issued inviting the tender for Operation and management of modem Abattoir;

"Termination" means the expiry or termination of this Agreement;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"Total project cost" means the total capital cost of the project as set forth in the Schedules (Shall be used for Insurance and recovery purposes).

“Transfer Date” means the date on which this Agreement expires Pursuant to the provisions of this agreement or is terminated Notice.

“User” means a person who uses the project or any part there of

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY. MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of
Greater Hyderabad Municipal Corporation by:
(Signature)
(Name)
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of
COMPANY/CONSOTIUM by:
(Signature)
(Name)
(Designation)
SCHEDULES
SCHEDULE –A

INFRASTRUCTURE IN MODERN ABATTOIR AT NEW BHOIGUDA

(A1) Total cost of infrastructure with break-up
(A2) List of Civil Structures
(A3) List of Mechanical Equipment
(A4) List of Electrical Equipment
(A5) List of ETP Structure & Equipment
(A6) Other Utilities
(A7) Miscellaneous
(A8) As built Drawings

Please Note: The above Documentation will be provided by the Corporation.

SCHEDULE-B

STANDARD OPERATING PROCEDURES

Please Note: The above Documentation will be provided by the Corporation and O & M agency must follow Telangana PCB norms and AWBI slaughter house rules.
SCHEDULE – C
MANPOWER/STAFF TO BE MAINTAINED

Recommended list MAN POWER/ SATFF TO BE MAINTAINED has been provided in Annexure-10 of the RFP Document. However the actual deployment of MANPOWER/SATFF TO BE MAINTAINED by “Operator” must be appended under this Schedule at the time of entering into Operation & Management Agreement.

SCHEDULE-D
MAINTENANCE/SERVICE REQUIREMENTS

Please Note: The above Documentation will be provided by the Corporation
**SCHEDULE-E**

**USER FEES CHARGEABLE**

Recommended user fees chargeable has been provided in Annexure –8 of the RFP document as “FEES STRUCTURE APPROVED BY GHMC FOR MODERN ABATTIOR”. However the actual Fees Chargeable for each of three years by the “Operator” must be appended under this Schedule at the time of entering into Operation & Management – Agreement.

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**SCHEDULE-F**

**O & M LEASE RENTAL PAYABLE TO GHMC**

The Lease Rental payable to GHMC for each of the three years must be appended under this Schedule at the time of entering into Operation & Management – Agreement.
SCHEDULE-G
REPORTING FORMATS

Recommended list/formats of Reporting formats to be maintained has been provided in Annexure – 12 of the RFP Document. However, the actual Reporting Formats to be maintained by the “Operator” must be appended under this Schedule at the time of entering into Operation & Management Agreement.

SCHEDULE-H
PERFORMANCE SECURITY

To the Commissioner, GHMC, Hyderabad

(A) (the “Company/ Consortium”) and Greater Hyderabad Municipal Corporation Limited (the “Corporation”) have entered into Agreement dated *** (the “Agreement”) where by the Corporation has agreed to the Company/Consortium undertaking O & M of project on operate and transfer (“OT”) basis, subject to and in accordance with provisions of Agreement.

(B). The Agreement requires the Company/Consortium to furnish a performance Security to the Corporation in a sum of Rs. 75 lakhs (Rupees Seventy Five Lakhs) (the “Guarantee Amount” as security for due and faithful performance of its obligations under and in accordance with the Agreement during the Construction Period (as defined in the Agreement).

(C). We ******** through our Branch at ***** (the “Bank”) have agreed to furnish this Bank Guarantee by way of performance security.

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

1. The bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the company/consortium obligations during the Construction period under and in accordance with the Agreement and agree and undertakes to pay to the Corporation upon its were written demand from time to time and without any demur reservations, recourse, contest or protest and without any reference to the company/consortium such sum or sums up to an aggregate sum of Guarantee Amount as the Corporation shall claim without the Corporation being required to prove or to show Grounds or reasons for demand and or for the sum specified therein.

2. A letter from Corporation under the hand of Commissioner of the Corporation that the Company/Consortium has committed in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be Conclusive final and bidding on the bank. The Bank further agrees that the Corporation shall be the judge as to whether the Company/Consortium is in default in due and faithful performance of its Obligations during the construction period under the agreement and its decision that the Company/Consortium is in default shall be final and bidding on the bank not withstanding any difference between them pending before any court tribunal arbitrators or any other
Corporation or body or by the discharge of the Company/Consortium for any reason whatsoever.

3. In order give effect to the Guarantee the Corporation shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Company/consortium and/or the bank, whether by their absorption with any other body or corporation or otherwise shall not in any way or manner affect the liability or obligation of the bank under this Guarantee.

4. It shall not be necessary and the bank here by waives any necessary for the corporation to proceed against the Company/Consortium before presenting to the Bank its demand under this Guarantee.

5. The corporation shall have liberty without affecting in any manner the liability of the Bank under this Guarantee to vary at any time the terms and conditions of the Agreement or to extend the time or period for the compliance with fulfillments and/or performance of all or any of the Obligations of the Company/Consortium contained in the Agreement or to postpone for any time and from time to time any of the rights and power exercise by the Corporation against the Company/Consortium and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Corporation and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the Company/Consortium or any other forbearance indulgence act or omission on the part of the part of the Corporation or of any other matter or thing Whatever which under any law relating to sureties and guarantee would but for this provision have the effect of relating the Bank from its liability and obligations under this guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by corporation in respect of or relating to the Agreement or for the fulfillment, compliance, and/or performance of all or any of the obligations of the Company/Consortium under the Agreement.

7. Notwithstanding anything contained herein before the liability of the bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Corporation on the bank under this Guarantee not later than 6 (six) months from the date of expiry of this Guarantee all rights of the Corporations under this Guarantee shall be forfeited and the bank shall be relieved from its liabilities here under.

8. The performance Security shall cease to be force and effect ninety days provided the company/Consortium is not in breach of this Agreement upon request made by the Company/Consortium for release of the performance Security along with particular required here under duly certified by a statutory auditor of the Company/consortium the Corporation shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Corporation in writing and declares that it has the power to issue this Guarantee undersigned has full power to do so on behalf of the Bank.

10. Any notice by way of request demand or otherwise here under may be sent by post addressed to the Bank at its above referred Branch Which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forthwith, and if sent by post it shall be deemed to have been given at time when it ought to have been delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that envelope
containing the notice was posted and a certified signed by an officer of the corporation that
the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and
effect for a period of five years or until it is released earlier by the Corporation pursuant to
the Agreement.

Signed and sealed this **day of ***20** at***

SIGNED, SEALED AND DELIVERED

For and on behalf of

The BANK by:

(Signature)

(Name)

(Designation)

Address)
<table>
<thead>
<tr>
<th>SL NO.</th>
<th>Description of Lapse</th>
<th>Penalty/Fine in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Animal unloading not done as per Animal Welfare Protocol</td>
<td>5,000</td>
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<tr>
<td>2.</td>
<td>Segregation &amp; Accounting of rejected animals at ante mortem</td>
<td>5,000</td>
</tr>
<tr>
<td>3.</td>
<td>Slaughtering undertaken without following animal welfare guidelines</td>
<td>1,000</td>
</tr>
<tr>
<td>4.</td>
<td>Blood released into drains and not collected fully into blood collection tanks</td>
<td>5,000</td>
</tr>
<tr>
<td>5.</td>
<td>Improper de-hiding of skins</td>
<td>Small Animal - 250 large Animal - 500</td>
</tr>
<tr>
<td>6.</td>
<td>Post mortem inspection facilitation not proper</td>
<td>1,000</td>
</tr>
<tr>
<td>7.</td>
<td>Carcass handed over without post mortem</td>
<td>2,500</td>
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<tr>
<td>8.</td>
<td>Improper storage &amp; handling of carcass</td>
<td>500</td>
</tr>
<tr>
<td>9.</td>
<td>Improper storage and disposal of waste material</td>
<td>500</td>
</tr>
<tr>
<td>10.</td>
<td>ETP functioning not to the designated levels as per tests for treated water</td>
<td>10,000</td>
</tr>
<tr>
<td>11.</td>
<td>Cleaning of slaughter line including disinfection at end of each shift not done</td>
<td>5,000</td>
</tr>
<tr>
<td>12.</td>
<td>Minor repairs and maintenance to floors, walls, pipelines leading to unhygienic practice</td>
<td>5,000</td>
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<tr>
<td>13.</td>
<td>Workers not wearing headgear, aprons, gum boots and not entering through hygienic sluice</td>
<td>100 per worker</td>
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<tr>
<td>14.</td>
<td>Knife sterilizer not working/not operational</td>
<td>500</td>
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<tr>
<td>15.</td>
<td>Workers periodical health checkup for communicable diseases &amp; skin diseases not undertaken every six months</td>
<td>500 per worker</td>
</tr>
<tr>
<td>16.</td>
<td>Water quality check up every three months</td>
<td>2,000</td>
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<tr>
<td>17.</td>
<td>Hot water non-availability for washing</td>
<td>1500</td>
</tr>
<tr>
<td>18.</td>
<td>Improper maintenance of lairage</td>
<td>2,000</td>
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<tr>
<td>19.</td>
<td>General cleanliness of premises</td>
<td>2,500</td>
</tr>
<tr>
<td>20.</td>
<td>Non replacement of burnt out bulbs/tubes</td>
<td>250 per bulb or fixture</td>
</tr>
<tr>
<td>21.</td>
<td>Prescribed records not properly maintained</td>
<td>2,500</td>
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