

Annexure-1-Scope of Work

The concessionaire shall establish MSWM project as per the LOA issued by PMIDC at the site given by concerned ULB within the stipulated time period as detailed in this RFP. The project has to be established under DBOT i.e. design, built, operate and transfer basis for which the CAPEX and OPEX has to be borne by the concessionaire.

1.1 The concessionaire after agreement shall prepare and submit a Detailed Project Report (DPR) as per their business proposal and technical plan with further inputs, if any from the ULB or elsewhere. The concessionaire's plan should adhere to SWM Rules, 2016.

- a) The concessionaire shall be required to provide Project Site for waste processing and disposal facilities.
- b) The bidder shall handover any domestic hazardous waste, biomedical, C & D waste if found during sorting/segregation. He shall handover such waste to the ULB / the Sanitary Inspector / authorized person. ULB shall make necessary arrangements to transport the same to the concerned.
- c) The concessionaire shall take necessary steps and processes that would bring in control the odour and leachate.

1.2 Project Site Development & Facilities

- a) The ULB shall handover the Project Site on a lease basis to the concessionaire to implement the SWM facility. The site will be given on lease basis at Rs.1/- per sq.mt per annum for the processing and disposal facilities.
- b) The concessionaire may carry out necessary /essential geotechnical surveys for considering the hydrological and flooding potential at sites, in order to mitigate any affect on the land-filling and leachate control.
- c) The Project Site for both waste processing facilities and SLF shall be fenced or hedged by ULB and the concessionaire shall provide proper gate to monitor incoming vehicles or other modes of transportation. Water supply and power connection will be provided by ULB at the battery limit of site. The usage expenses of above resources will be borne by the concessionaire.

- d) Concessionaire shall provide weighbridge to measure quantity of various components of waste handled at the facility in terms of sorting and segregated materials, RDF, compost material etc, and inerts going out of the site.
- e) The concessionaire shall also provide fire protection measures and safety equipment.
- f) The concessionaire shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers). Lighting arrangements for easy operations during night hours shall be provided. Health inspections of workers at site shall also be carried out periodically.
- g) In order to prevent environmental impacts of the activities the concessionaire as per the SWM Rules 2016 adopt guidelines for development of land fill as per Schedule-I of the Rules.
- h) Concessionaire shall set a soil and ground water baseline situation.
- i) Concessionaire shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report as prescribed by the concerned authorities. The norms of SWM Rules, 2016, shall be applicable including those procedures for SLF.
- j) The concessionaire shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.

1.3 Construct and develop landfill

- a) The concessionaire shall identify suitable patch in consultation with ULB within the land parcel suitable for land filling
- b) In case, land for SLF is not available adjacent to the processing facility, land shall be provided by the ULB. The ULB shall be responsible for the transportation of 20% inerts from the processing plant site to the SLF. However, the operation and maintenance of SLF shall be the responsibility of the concessionaire.
- c) The concessionaire should plan for initiating the land filling activity as per the SWM rules 2016 within three (3) months from the date of handing over site by ULB or from the date of getting the mandatory permissions from the relevant authorities. The maximum limit of 20% of daily incoming waste shall be allowed to channelize to landfill dumping site.
- d) The waste sent for SLF shall be compacted using heavy compactors to achieve high density of wastes.

- e) After carrying out compaction of inerts, proper earth cover and vegetative cover made.
- f) In order to prevent any pollution or contamination due to rains, storm, water drain shall be designed and constructed in such a way that the surface run-off water is diverted from the site and leachates from solid wastes locations do not get mixed in water areas.

1.4 Operation & Maintenance of infrastructure and equipment

The concessionaire shall maintain the facility and machinery in order to operate the waste processing facility and SLF for the concession period

1.5 Performance of Concessionaire in processing the waste:

The ULB shall closely monitor the performance of concessionaire to process the waste into useful by-products such as compost, bottled biogas, bio-methanation and dry-fuel pellets. The maximum allowable rejects will be allowed 20% of the daily incoming waste. The concessionaire shall deploy online mechanism to keep track and record of daily incoming waste, processed waste and amount of rejects leftover existing for landfill dumping.

1.6 Technology for Waste Management

The concessionaire has proposed the _____ technology (ies) and shall be setting up the waste to _____ plant(s) with end-products of (_____). The scope of activities includes:

- a) Accordingly, the concessionaire should generate _____ from the biodegradable component of the solid waste at the facility and free to sell in the open market.
- b) In case of bottled biogas as an end product, the concessionaire should set-up a appropriate gas containment and bottling system.
- c) In case of Waste to Fuel Pellets, the concessionaire should set up packaging and storing facility and make adequate arrangements for the sale of fuel pellets in the open market.
- d) In case of Waste to Biogas to Power, the concessionaire should lay evacuation line to transmit the power to be consumed in street lighting at the rate prescribed in RFP. ULB will be under no obligation to purchase any excess power generated by the plant beyond its requirements for street lighting.
- e) The concessionaire can have a forward sale of the Organic Manure.
- f) Municipal waste management, the developer can also go for treatment and recycling of other non-biodegradable wastes to optimize its revenues

- g) The reuse of leachate water in Biomethanation can be adopted. The bidders shall abide to the conditions laid down by the PPCB as per the consent order and comply with the same.
- h) The concessionaire should take precaution of minimizing flies, rodents and bird menace and fire hazards.
- i) The concessionaire should also optimize revenues from other products and recyclables by selling to appropriate vendors. The pre-process and post composting process rejects shall be handled as per SWM Rules, 2016. The concessionaire should explore minimize the quantum of inerts going into the landfill site. The disposal of the inerts /rejects can be carried out if any balance rejects are not sent for any other applications/uses and accordingly disposed by landfilling in SLF. The maximum daily allowable limit of inerts to be disposed off in the landfill is 20% of the daily incoming waste. Any inerts over the permissible limit will attract penalty as per **Annexure 11** of Concession Agreement.
- j) In case of compost as end product of processing, the compost shall meet the standards prescribed under Fertilizer Control (FCO) Order 2009 notified from time to time. In-order to ensure safe application of compost, the specifications for compost quality as per FCO has been delineated in the SWM Rules, 2016, as the concentration limits exceeding the same, are not to be used for food crops.

1.7 Completion & Exit

At the end of the Concession Period, both the moveable and immovable assets at the MSW Management Facility shall be transferred to the ULB in suitable operating condition without claiming any compensation of whatever nature.

2. Special Conditions

2.1 Increase in the scope of work

Looking to the trend of increase in population in India as well as the per capita waste generation, the Concessionaire should therefore plan to handle 5% additional Waste each year and also plan to augment the SWM activity during the Concession Period to meet future needs till 2037 on the prevailing terms and conditions applicable during the Concession Period even if it is beyond 5 %.

2.2 Payments& Quantification

- a) The concessionaire will be paid the tipping fee (processing fee) of Rs. XXXX (Rupees in words) Per ton (as per the letter of Award) on the quantity of incoming waste off loaded at the facility.
- b) In case of positive tipping fee, the Concessioneing authority shall make 50% of tipping fee within 14 days of submission of Monthly Fee Statement without any verification and rest of the payment will be made after proper verification within next 14 days in accordance with procedure laid out in **Annexure 6**. The payment will be released after any deductions and penalties for non performance during the month. In case of dispute in the payment, the concessionaire shall reconcile and settle the dispute immediately by requesting in writing to hold a joint inspection and meeting with the concerned authorities. The parties shall settle the payment dispute within the three months. The mechanism of payment is elaborated in Article 8.3
- c) The quantity of incoming waste, existing the end products such as city compost, fuel pellets etc. that is produced and sold at the site will be monitored with the help of online data transfer from weighbridge office and these have to be certified by the ULB.
- d) The compost being sold shall be checked for FCO quality after certification of the batch/ consignment of produced compost the concessionaire proposes to sell, then the quantity will be passed outside the premises
- e) Service Tax if payable under the law shall be borne by the concessionaire.
- f) The PMIDC and the concessionaire will deploy Project Engineer or an **expert**, who will be assigned the group of ULBs for monitoring the performance. The expert will report to the authority the progress of the Processing and Disposal (SLF) facility as per the Concession Agreement as well as the aspects such as adherence to FCO quality in case of compost, quantity of end products, and compliance to all rules applicable.
- g) The tipping fee will be directly paid to the operator by the ULB
- h) In case the Concessionaire decides to stop the work during the continuance of Concession period or withdraws from the work without 60 days prior notice or if services are terminated by the ULB on account of Deficiency in Service, the performance security amount shall be forfeited and the Concessionaire shall have no claim on the same.
- i) The Commissioner reserves the right to carry out inspection, as and when required without intimating the Concessionaire, of the various locations where work is in progress. Any shortcoming found during inspection will be intimated to the Concessionaire or his

supervisor orally or in written which shall have to be attended immediately by the Concessionaire or his supervisor. The penalties imposed on the Concessionaire from time to time, shall be recovered from the Bill or adjusted against the security deposit. The corporation reserves the right to treat continuous shortcomings as “Deficiency of Service” and terminate the Contract after giving two months notice.

- m) In case of termination of contract by ULB due to any reason, in view of ensuring continuous services to its citizens, the authority will in such an eventuality, after termination notice is issued & subsequent formalities are completed, the Concessionaire will still forego his security deposit if the termination arose due to Concessionaire’s failure to perform operations satisfactorily.
- n) The Concessionaire shall ensure timely payments to his work force and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due.

3. Use of Proven technology

- a) The concessionaire should use proven technologies. The Concessionaire shall clearly state the technology(ies) he will use for the technology option he proposes and give a brief synopsis of the technology and its operation and maintenance. The technology offered shall be proven and in use within or outside the Country under similar situations and the Concessionaire shall obtain necessary clearance from the State and/or Central Pollution Control Board as required at his own cost and efforts.
- b) The Concessionaire shall have the liberty to upscale the technology during the Concession Period with the prior approval of the ULB and clearance from authorities for deriving larger benefits without causing any harm to the neighborhood, health and environment of the City and without putting any additional burden on the ULB.
- c) The Concessionaire shall have to observe all the directions contained in the SWM Rules, 2016 as well as State Laws and Rules as amended from time to time. In the event of any major change in the legal frame work in the Country or the State, necessitating a major change in the SWM created by the Concessionaire following the present law and the Rules, he shall, on being asked by the ULB, comply with the new laws and the Rules at his cost and may ask for reasonable compensation which shall be determined by a technical committee that may be appointed by Government/ Authority.

d) The Concessionaire shall use vehicles; equipment and machinery which meet the standard emission norms prescribed by the competent Authority from time to time.

4. Recording the Wastes handled

The Concessionaire shall maintain weighbridge (with CCTV Camera and image capture) at site and keep perfect record of the weight of the waste handled and image of the vehicle carrying the segregated/ recoverable components as well as organic manure/compost. The Concessionaire shall also provide a space for the ULB employee as a representative to sit at these sites and monitor the services provided and records maintained by the Concessionaire.

5. Monitoring Mechanism by the ULB

The Concessionaire is to co-operate in the monitoring mechanism by the ULB as he is expected to perform several tasks shown in the RFP. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that Concessionaire is performing his duties as per the Concession Agreement.

The Concessionaire shall proposed Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints and monitoring the performance of workforce etc.,

The following Monitoring Mechanism is therefore be adopted by the ULB besides the internal monitoring to be done by the Concessionaire. He shall extend full support to the ULB in this regard.

6. Monitoring by Project Engineer/Sanitary Supervisors/Inspectors

The authority would appoint an **Project Engineer** to monitor the progress of the project. Also, during the entire project, the ULB staff will work in coordination with concessionaire for the following tasks:

6.1 MSW management at site:

The authorities will appoint staff to oversee the activity to verify whether the work is being done as expected. He should report each day or as deemed necessary the areas visited and his observations in the prescribed Performa and submit to his next superior officer.

6.2 Verification of Machinery & Manpower

Sanitary Supervisor/ Inspector shall verify whether the required machinery and manpower are deployed by the concessionaire or there is a shortfall due to any reason. Accordingly, concessionaire shall have to rectify the deficiencies within the reasonable time period specified by inspecting authority.

6.3 Recording of weight of Waste Transported

Authority/ULB may designate personnel on a monthly rotation basis to monitor and record the Wastes at the weigh bridge constructed by the Concessionaire. The weigh bridge in-charge shall issue receipt in triplicate in the Performa designed by ULB. One copy shall be retained by weigh bridge in-charge, and other two copies shall be given to the driver of the vehicle with a direction to hand over one copy to the person in charge of the Project Site and keep third copy duly signed by supervisor at Project Site with him to be given to the Concessionaire.

Weighment figures will be compiled on a daily basis both by weigh bridge in-charge and person in-charge separately and reported to Health Officer/Engineer in-charge as may be designated by the ULB on day to day basis in the prescribed Performa.

The bidder shall establish the hardware infrastructure for the online monitoring system including dedicated internet connection. The details and specifications for hardware requirements will be provided by PMIDC.

6.4 Monthly review Meetings

Monthly review meeting will be conducted by the appropriate authority or authorized officer by PMIDC with the Concessionaire or his authorized representative and concerned sanitation officials. He will review the complaints received and their timely disposal and deficiencies noticed during field visits during the week and take stock of situation and give suitable directions for improving performance of the Concessionaire, if found deficient. Minutes of meeting shall be recorded and shared with the Concessionaire or his representative and his acknowledgement shall be obtained. Penalty due, if any, shall be communicated to the Concessionaire.

The ULB shall monitor the performance of the Concessionaire in terms of the Concession Agreement and ensure the proper records are maintained for the work done and being done on a day to day basis so that the Concessionaire's performance is objectively assessed for payment and penalties. Monitoring of weight of the Waste transferred through Private Weigh Bridge

The Concessionaire is expected to construct weigh bridges at the site which will take some time. In case of delay in weigh bridge, the authority may therefore in the mean time authorize some private reliable computerized weigh bridge operator to weigh and record the weight in the appropriate Performa in presence of Authority's and Concessionaire's representative. The record of such weigh bridge may be taken into account for payment to the Concessionaire till such time Concessionaire constructs his own way bridges. Health officer shall keep vigil to ensure that Weighment records are not tempered with. This arrangement of weighing at a private weigh bridge will be for a maximum of three months. In case weigh bridge is not installed within three months of consent to establish, zero fee shall be paid to concessionaire towards processing.

7. Penalty

1. Based on the report of the Project Engineer or designated authority, about any non-execution of the activity for a continuous period of seven days (excluding monsoon period) after due review by ULB, either a penalty may be imposed for the period of delay or may be permitted to rectify the default by completing the shortfall of within the stipulated time as deemed appropriate by the officer. Any non-compliance of the same shall attract penalties as prescribed in Annexure 10 and 11.

a) The concessionaire shall initiate process of establishing processing, disposal landfill facility within one (1) months from the date of handing over of the possession of the site. The inerts shall be handled as per SWM Rules 2016. In case of failure to perform as above, the performance BG will be revoked to the extent of 10%. And the same shall be replenished by the concessionaire in-order to continue the work. Any further delay in non-functioning of the activity would be entire responsibility of the Concessionaire. Until the SLF is completed, the concessionaire will comply with Hon'ble NGT directions and other remedial measures prescribed by the authorities before final disposal of inert material.

8. Time frame for execution of work

The Concessionaire shall adhere to the time frame to start and complete the work in phases as under:

- a) Within one month of getting Consent to Establish, initiate preparatory works
- b) After getting Consent to Establish (if required from State Pollution Control Board) for setting MSW facility, the Concessionaire shall complete and mobilize man power, financial resources, vehicles, equipment for the execution of the project in terms of the Concession Agreement

The Concessionaire shall carry out various activities simultaneously to ensure completion of the task assigned on time (Annexure 8).

Within 7 days of the issue of LoA, the Selected Bidder/Consortium shall submit to the PMIDC & ULB its program in keeping with time frame prescribed to undertake the works in the form of a Pert Chart for his review and take his approval. The approved pert chart shall be diligently and strictly followed with a view to complete the works as per schedule. The progress & planning of works shall be reviewed from time to time and he may modify the same depending upon the exigencies of the work and stage of the works.

Extension of time may be granted by the Authority on genuine grounds only if delay is for the reasons beyond the control of the Concessionaire

9. Other conditions

1. Obtaining Permits and Clearances

Permits and clearance shall be obtained as per Applicable Law which includes but not limited to The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.

The projects relating to SWM which would also include scientific disposal of inserts and rejects through scientific land-filling as per SWM Rules 2016 and will require clearances including but not limited to the following:

- 1) Site authorization from Punjab Pollution Control Board.
- 2) Environment clearance/ any other clearances required for the operation of the project
- 3) Consent to Establish and Consent to Operate from Punjab Pollution Control Board. The clearances of the projects will be done through the ULB. All application forms and procedures need to be filled and completed by the bidder. The clearance will be in the name of the ULB for the concerned project.

The concessionaire shall be solely responsible in taking various statutory and non-statutory clearances for the Project from all concerned authorities. PMIDC & ULB shall reasonably facilitate the concessionaire in procuring the clearances required for the Project.

10. Presence of concessionaire or his representative at the site

On getting the work order, the Concessionaire shall either himself remain available at site of work or arrange for the presence of his accredited representative (legally authorized in writing) at the site of work to receive instructions from the ULB or his authorized representative and ensure prompt compliance of the instructions given.

11. Fraud, conflict of interest

In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given

any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the ULB to the Selected Bidder or the Concessionaire, as the case may be, without the ULB being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the ULB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ULB under the Bidding Documents and/or the Concession Agreement, or otherwise.

a) Conflict of Interest Clause

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest with another Bidder; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 26% (twenty six per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder is less than 26% (twenty six per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, non- banking financial institution licensed by the Reserve Bank of India, or a public financial institution referred to in section 4 A of the Companies Act. Indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (1) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the

“Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (2) subject always to sub-clause (1) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause

(2) if the shareholding of such person in the intermediary is less than 51% (fifty one per cent) of the subscribed and paid up equity shareholding of such intermediary; or

A constituent of such Bidder is also a constituent of another Bidder; or

Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other;

Such Bidder, has participated as a consultant to the ULB in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, “Associate” means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). 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.

For the purposes of this RFP, “Member” means a member of the consortium.

b) Fraud and Corrupt Practices (As per Section 8 of RFP)

i) The Bidders and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the ULB may reject a Bid, withdraw the LOA, or Terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or the Selected Bidder or the Concessionaire, as the case may be, if it determines that the Bidders or the Selected Bidder or the Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP in the Bidding Process. In such an event, the ULB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ULB under the Bidding Documents and/ or the Concession Agreement, or otherwise.

ii) Without prejudice to the rights and remedies which the ULB may have under the LOA or the Concession Agreement, or otherwise if Bidder(s) or Selected Bidder or Concessionaire, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder(s) or Selected Bidder or Concessionaire, as the case may be, shall not be eligible to participate in any tender or RFP issued by the ULB during a period of 2 (two) years from the date such Bidder or Selected Bidder or Concessionaire, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

iii) For the purposes of this Section, the following terms shall have the meaning as assigned to them:

A) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any

manner whatsoever, directly or indirectly, any official of the ULB/GoTS/Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concessionaire Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ULB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of the Concession Agreement;

B) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

C) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

D) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the ULB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

E) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12. Termination

A. Termination due to Event of Default

Non-performance of any act or non-discharges of any of its obligations as per the Agreement by any of the Parties shall be default on the part of such Party.

- **Termination for Concessionaire Event of Default**

- i. Without prejudice to any other right or remedy which ULB may have under this Agreement, upon the occurrence of a Concessionaire Event of Default, ULB shall be entitled to terminate this Agreement in the manner as set out below.
- ii. Upon occurrence of a Concessionaire Event of Default under this Agreement, ULB shall by a notice inform the Lender's' representative of its intention to issue a Termination Notice to the Concessionaire and grant sixty (60) days time to the Lenders to make a representation. The intimation to Lenders shall not prejudice any rights of ULB against the Concessionaire.
- iii. If ULB decides to terminate this Agreement pursuant to preceding Cl. (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 60 (sixty) days of receipt of the Preliminary Notice, the Concessionaire shall submit to ULB in sufficient detail, the manner in which it proposes to cure the underlying Event of Default if any (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 60 days, or if the Concessionaire's Proposal to rectify is in the opinion of ULB not sufficient to cure the Event of Default, the ULB shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Guarantee without any liability of whatever nature to pay compensation to the Concessionaire.
 - ii. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated thereof, the Concessionaire shall have further period of 60 days to remedy / cure the underlying Event of Default ("Cure Period"). If, however the Concessionaire fails to remedy / cure the underlying Event of Default to the satisfaction of ULB within such further period allowed, ULB shall be entitled to terminate this Agreement, by issue of Termination Notice without any liability of whatever nature to pay any compensation to the Concessionaire and to appropriate the Performance Security.

- **Termination for ULB Event of Default**

- i. Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon the occurrence of ULB Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

- ii. If the Concessionaire decides to terminate this Agreement pursuant to preceding Article
- iii. it shall in the first instance issue Preliminary Notice of 60 (sixty) days to ULB. Within 60 days of receipt of Preliminary Notice, ULB shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default ("ULB Proposal to Rectify"). In case of non-submission of ULB Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- iv. If ULB Proposal to rectify is forwarded to the Concessionaire within the period stipulated there for, ULB shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however ULB fails to remedy / cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

B. Termination Notice

If a Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding sub **Article (A)**, it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

C. Obligations of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- ii. the termination payment, if any, payable by ULB in accordance with the other provisions is paid to the Concessionaire on the Termination Date; and

- iii. the Project Facilities are handed back to ULB as instructed by ULB, by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to the MC.

D. Termination Payments

- i. Prior to commencement of sales
 - a. If the Agreement is terminated due to Concessionaire Event of Default, the Concessionaire shall not be entitled to receive any termination payment from ULB and the Performance Security shall be invoked by the ULB.
 - b. If the Agreement is terminated due to ULB Event of Default, the Concessionaire shall receive from ULB, termination payment equal to the Book Value of the Project Facilities with the Performance Security subject to recovery of any dues to ULB.
- ii. After commencement of Operations
 - a. If the Agreement is terminated due to Concessionaire Event of Default, the Concessionaire shall not be entitled to receive any termination payment from ULB and the Performance Security shall be invoked by the ULB
 - b. If the Agreement is terminated due to ULB Event of Default, the Concessionaire shall receive from ULB, Termination Payment equal to the Book Value of the Project Facilities with the Performance Security.
 - c. Provided that ULB shall be entitled to deduct from the Termination Payment any amount due and recoverable under this Agreement by ULB, from the Concessionaire as on the Termination Date besides from out of the Performance Security.
- iii. Payment Obligations:
 - a. The Termination Payment pursuant under this Article shall be payable to the Concessionaire by ULB within 60 (sixty) days of demand being made by the Concessionaire with the necessary particulars.

E. Rights of the ULB on Termination

Upon Termination of this Agreement for any reason whatsoever, ULB shall upon making the Termination Payment, if any, to the Concessionaire, have the power and authority to:

- i. enter upon and take possession and control of the Project Facilities forthwith;

- ii. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon / dealing with the Project Facilities;

Notwithstanding anything contained in this Agreement, ULB shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire/ contractor in connection with the Project, and the hand back of the Project Facilities and Project Site by the Concessionaire to ULB shall be free from any such obligation.

Notwithstanding anything contained in this Agreement, ULB shall have the right to appoint any entity to take up the obligations of the Concessionaire under this Agreement. It is, however, clarified that such substitute entity shall be appointed after taking into consideration the rights of the lenders of the Concessionaire under this Agreement.

F. Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

G. Termination for Convenience

Either Party may terminate the Agreement with an advance notice of 180 days.

- a) If the Agreement is terminated by ULB for whatever reason including ensuring continuous services to its citizens, the ULB shall pay 100% of the depreciated value (as per Income tax provisions) of the plant and equipment to the Concessionaire. In such an eventuality, after termination notice is issued & subsequent formalities are completed, the Concessionaire is obligated to immediately transfer the plant and equipment ownership to ULB without delay.

b) If the Agreement is terminated by the Concessionaire, unless the ULB proposes to retain the plant and machinery in which case the Book value of the both immovable and movable assets after depreciation as per the valuation of the registered valuator registered with in Income Tax Department shall be paid by ULB to the Concessionaire, otherwise the Concessionaire may take away the moveable assets viz. those other than the immoveable assets like structures and fixtures. In such case, the Performance Guarantee shall be forfeited.

Annexure-2-MSW Management System

1) Processing Facilities

Processing Facilities shall mean the infrastructure to be created for processing of MSW prior to its final disposal at Sanitary Landfill Unit.

Processing Facilities for the Project shall be developed at Project Site indicated in **Annexure 5**. More details related to the Project Site are available in **Annexure 5**. The Processing Facilities shall be of a capacity that is able to process the entire MSW generated from ULBs during the Term of the Agreement.

2) Sanitary Landfill Facility for disposal of processing rejects & Residual Inert Matter

Sanitary Landfill Facility shall be developed at P&D Site in earmarked for disposal of processing rejects and residual inert matter. It is the responsibility of the concessionaire to assess the Project Site is sufficient for SLF requirement. In case of insufficient of land for sanitary landfill site for remaining years of the Concession Period, Concessioneing Authority shall provide the other Site. Concessionaire shall inform the requirement of additional land along with other details for the SLF at least 6 months before the exhaustion of existing site.

Annexure 3-Permits, Applicable Approvals & Responsibilities

S. No	Approval/Clearance, If Any	Application to be filled by	Responsibility to obtain clearance
1.	Prior environmental clearance from MoEFC, if required	Concessionaire	Concessionaire
2.	Site Authorization under SWM Rules, 2016 from Punjab Pollution Control Board (PPCB), if required	Concessionaire	Concessionaire
3.	Chimney Height Clearance from Airport Authority of India, if required	Concessionaire	Concessionaire
4.	Consent to Establish under Air and Water Act from PPCB, if required	Concessionaire	Concessionaire
5.	Clearance from Groundwater Board, if required	Concessionaire	Concessionaire
6.	Marketing of end products i.e. compost, RDF, biogas, power etc, if required	Concessionaire	Concessionaire
7.	Any other regulatory requirement, if required	Concessionaire	Concessionaire

Annexure 4-Design & Detailed Engineering

4.1 Preparation of Designs and Drawings

- (i) The Concessionaire shall, at its cost, charges and expenses, prepare or cause preparation of the designs and detailed Engineering for the Project in accordance with the Specifications and Standards, the Applicable Laws and guidelines issued from time to time by the SPCB, the CPCB and the concerned Government Authorities.
- (ii) The Concessionaire seeks approval of designs and detailed Engineering by the Concessions Authority.

4.2 Review and Approval of the Designs and Drawings

- a) The Concessionaire shall within 30 (thirty) days Compliance Date- P&D submit the designs and detailed Engineering with specifications and calculations for the approval of the Concessions Authority.
- b) By forwarding the designs and detailed Engineering pursuant to sub-section above, the Concessionaire represents that it has determined and verified that the design and Engineering, including field construction criteria related thereto, are in conformity with the Technical Specifications, the Applicable Laws and the guidelines issued by the CPCB or the SPCB.
- c) The Concessionaire shall be responsible for delays in Construction Completion and consequences thereof caused by reason of the designs and detailed Engineering or part thereof not being in conformity with the Technical Specifications, the Applicable Laws and the guidelines issued by the CPCB or the SPCB and shall not be entitled to seek any relief in this regard from the Concessions Authority.
- d) The Concessions Authority or the Project Engineer appointed by it shall review the designs and detailed Engineering and specifications and calculations submitted by the Concessionaire and subject to the provisions of sub-section (e) herein below, communicate its approval within 7 (seven) days from the date of the receipt thereof. The Concessions Authority may in consultation with the Concessionaire prescribe a schedule for submission, clarifications and approval of designs and detailed Engineering for specific components of the Project.

- e) In the event that the Concessioneing Authority or the Project Engineer has any objection to the designs and detailed Engineering and specifications and calculations or any part thereof, it/he shall promptly within the said 7 (seven) days notify the Concessionaire of its/his objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall with 7 (seven) days of such notification provide the necessary clarification to the and/ or re-submit the designs and detailed Engineering and/or specifications and calculations or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Project Engineer.
- f) If the Concessioneing Authority or the Project Engineer does not object to the designs and detailed Engineering and specifications and calculations submitted to it by the Concessionaire within 30 (thirty) days of submission, the Concessioneing Authority or the Independent Expert shall be deemed to have approved such designs and detailed Engineering and the Concessionaire shall be entitled to proceed with the Project accordingly.
- g) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the designs and detailed Engineering
- h) The Concessionaire shall not change any designs and detailed Engineering, specifications and calculations approved or deemed to be approved by the Concessioneing Authority or Expert under this Agreement, without the prior written consent of the Concessioneing Authority. Provided that the Concessionaire may, for more efficient functioning of the Project propose to and seek the consent of the Concessioneing Authority for changes to the approved designs and detailed Engineering and specifications of any equipment consistent with all design standards applicable to the Project and the Applicable Laws, which consent shall not be unreasonably denied or delayed by the Concessioneing Authority; provided that the Concessionaire shall bear the costs of such change.
- i) Notwithstanding the express or deemed approval by the Concessioneing Authority or Project Engineer, the Concessionaire shall be solely responsible for any defect and/or deficiency in the designs and detailed Engineering relating to the Project or any part

thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.

- j) Any design, drawing or specification provided by the Concessioneing Authority to the Concessionaire shall only be indicative and the Concessionaire shall accept the same at its sole risk, cost and consequence.
- k) Any civil or other Engineering review conducted by the Concessioneing Authority or the Project Engineer is solely for the Concessioneing Authority's own information and that by conducting such review, the Concessioneing Authority does not accept any responsibility for the quality of workmanship of any civil or other Engineering or soundness of the work relating to the Project done by the Concessionaire or any part thereof. The Concessioneing Authority shall not be responsible or liable in any manner for the accuracy, completeness or otherwise of the designs and detailed Engineering or the construction and implementation of the Works by the Concessionaire on the basis thereof, irrespective of any perusal or review thereof or comment thereon by the Concessioneing Authority, any Government Authority or the Project Engineer.
- l) The Concessionaire shall in no way represent to any Person that, as a result of any review by the Concessioneing Authority, the Concessioneing Authority has accepted responsibility for the Engineering or soundness of any work relating to the Project or part thereof carried out by the Concessionaire and the Concessionaire shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of the Project or any part thereof.
- m) Within 15 (fifteen) days of Construction Completion Date the Concessionaire shall furnish to the Concessioneing Authority three copies of "as built" drawings reflecting the Project as actually designed, Engineered and constructed, including without limitation to "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of the Facility.

Annexure 5 Project Site Details

PROJECT SITE DETAILS			
Name of City/Site	Project Facility	Approx. Area (In acres)	Land Provided by (Name of ULB)
(Village)	Processing and SLF Facility	---Acres	ULB-----

*The Project Site is sufficient for Processing Facility and SLF requirement of first phase. For sanitary landfill site for remaining years of the Concession Period, Concessioneing Authority shall provide some other site. Concessionaire shall inform the requirement of additional land for the SLF at least six months before the exhaustion of existing Sanitary Landfill site.

Annexure 5 (B)- Draft Project Site Lease Agreement

B. Project Site (s) Lease Deed (s)

This **LEASE DEED** made on the _____ day of _____ in the year Two Thousand and _____

BETWEEN

Municipal Corporation/Council/ULB of _____, a statutory body constituted under the Punjab Municipal Act _____, of year _____, and having its office at _____, (hereinafter referred to as “**the Lessor**” which expression shall unless repugnant to the context thereof, include its successors & assigns)

AND

M/s _____ **Waste Management Company Pvt. Ltd** (_WMCL) or Concessionaire, a company incorporated under the Companies Act, 1956 and having its registered office at

_____ (hereinafter referred to as “**Lessee**” which expression shall unless it be repugnant to the subject or context be deemed to include its successors and permitted assigns).

WHEREAS

A. The Municipal Corporation/Council of _____ is desirous of improving its municipal solid waste (MSW) management and disposal capabilities in order to enable the due discharge of its functions under the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and including any statutory amendments / modifications thereto or re-enactments thereof, for the time being in force from time to time] and for that purpose has proposed to develop an Integrated MSW Management System or Project for the ----- . To carry out MSW Management activities in the -----ULB and to develop Processing Facilities as a part of Integrated MSW Management System for the --- ----- by the Lessee, Urban Local Body (Concessioning Authority) has entered into a Concession Agreement dated _____ with M/s _____ Waste Management Company Private

Limited, (“**Concessionaire**”), under which it has authorized the Concessionaire to implement the Project.

B. The Municipal Council/Council of _____ in order to enable the due implementation of the MSW Management Project for the -----ULB and to discharge its obligations under the Concession Agreement signed with Concessioneing Authority, is hereby providing the Lessee (the Concessionaire under the Concession Agreement), by way of this Lease Deed (“**this Deed**”), the Demised Premises (more particularly delineated in Schedule A hereto and shown in the Site map attached thereto) to setup _____ for the purposes of implementing the MSW Management Project for -----ULB and constructing, operating and maintaining the Project Site (s) and Processing Facility Site(s) as a part of Project Facilities on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. The Lessor hereby leases the Demised premises to the Lessee for a period commencing from the date of execution and co-terminus with Concession Period (“**Term**”). This Deed is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The terms that are used but not defined herein shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the lease payment stipulated in Clause 4 below; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) which is described, delineated and shown in the Schedule A hereto (the “Demised Premises”), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The term of this Deed shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of the Project and Processing Facility Site(s) and

other Project Facilities, if any, on the Demised Premises in accordance with the terms of the Concession Agreement.

4. In consideration of the transfer of the Demised Premises under this Deed, the Lessor shall, effective from the date of handover of the possession of the Demised Premises to the Lessee, receive a rent of Rupee one per square meter per annum payable on or before the 10th day of the first calendar month in each year provided however, the lease payment shall be paid in advance for a period of Three (3) years and thereafter in advance for such period(s) of time as the Lessee may deem fit. The Lessor undertakes and assures the Lessee that the lease payment for the Demised Premises shall remain fixed for the entire period that this Deed remains valid and binding.

5. The Demised Premises are being vested with the Lessee, under this Deed, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Lessee and agreed to be taken over in accordance with the terms of This Deed and the Concession Agreement), whether legal or physical in nature. At any time during the term of this Deed if the Lessee discovers any Encumbrances upon or under the Demised Premises which materially adversely affect its rights in relation to the Demised Premises/the Project, it shall notify the Lessor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrances at its own cost. In the event that the Lessor fails to remove such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.

6. The Demised Premises are being vested with the Lessee, under this Deed only for the purposes of the Project, including for the purposes of developing, establishing, designing, constructing, operating, and maintaining the Project and Processing Facility Site(s), which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the Project activities in accordance with the Concession Agreement.

7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures constituting the Project and Processing Facility Site(s) on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of

this Deed. The Lessor hereby agrees that the construction, operation and maintenance of the Project and Processing Facility Site(s) at the Demised Premises and the receipt, storage and Transport/processing of MSW at the Demised Premises is being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling the Lessor to discharge its functions of managing, processing and disposing MSW of the ULB.

8. The Lessee agrees that it is not authorized to create any Encumbrance over the Project Facility constructed on the Demised Premises and the Demised Premises.

9. The Lessor hereby covenants and assures the Lessee that:

10. all the land comprising the Site is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Project and Processing Facility Site(s) as a part of the Project Facilities;

11. the Site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;

12. Lessor is the owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;

13. it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favour of the Lenders in accordance with the provisions of the Concession Agreement;

14. it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the Project and Processing Facility Site(s); (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Project and Processing Facility Site(s);

15. It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Deed and the Financing Agreements;

16. there is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi judicial) pending before any authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing MSW; and
17. the Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.
18. The Lessee hereby covenants with the Lessor as follows:
19. That it shall implement the Project Facility as a part of Project for ULB in accordance with the Concession Agreement; and
20. That it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.
21. Lessor has requisite right and authority to lease the Site to Lessee for the Term of this Deed for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.
22. Otherwise as expressly provided in this Deed no assignment of this Deed or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
23. Otherwise an expressly provided in this Deed no mortgage of leasehold interest shall be created of the land/Site(s) under this Deed in whole or part for obtaining term loan to finance the Project without the written consent of lessor.
24. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Deed shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Deed except upon the expiry

or early termination of the Concession Agreement. The Parties hereby agree that on the expiry or termination of the Concession Agreement the Concessionaire shall hand back to the Lessor or its nominated agency free of cost, the vacant and peaceful possession of the Demised Premises in accordance with the provisions of the Concession Agreement.

25. Any disputes and/or differences arising between the Parties, in relation to or under this Deed will be resolved through arbitration in accordance with the relevant provision of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian law.

IN WITNESS WHEREOF the Parties have affixed therein and sealed to this Lease Agreement the day and year first hereinabove written:

Annexure-6-Calculation & Monthly Fee Statement

For measurement of MSW, the weighbridge constructed at Transfer Stations and/or Processing Site by the Concessionaire with duly calibrated weighbridge having the maximum possible accuracy, shall carry out the following operations:

- i. weigh the vehicles to determine the weight of the consignment,
- ii. generate and maintain an electronic/manual data base for each delivery and provide a print out of the specifications and details for each consignment during the day, as stated in sub-clause (i) above (such print out is referred to as “Daily Weight Sheet”).

The Project Engineer on the behalf of the Concessioneing Authority shall be responsible to monitor the operations of the Weighbridges. The Weighbridges shall be monitored and inspected regularly to ensure its due calibration and accuracy and any errors shall be rectified within 24 hours. The Daily Weight Sheet shall be final and binding on the Parties.

A. Calculation procedure for Tipping Fee for Concessioneing Authority:

Period	Rs Tipping Fee (Per Ton)	Total Monthly Tipping Fee
w.e.f. COD- P&D	X1	$T1 = Q * X_1$

1. Tipping Fee for Processing & Disposal (P&D) of MSW (w.e.f. COD-P&D):

Total Quantity of MSW Received/Transported for Processing & Disposal = Q Tons

Per Ton Tipping Fee (Rs) of Processing & Disposal (P&D) of MSW = X1

$T = \text{Total Monthly Tipping Fee (Rs)}_{(P\&D)} = Q \text{ (MSW)} \times X_1 \text{ (P\&D)}$

The Tipping Fee shall be applicable for the Financial Year in which COD is achieved. For subsequent Financial Years, X1 and X3 shall be revised with respect to a Tipping Fee Index calculated as per Annexure 13.

B. Approval of Monthly Fee Statement:

The Concessionaire shall submit to the Project Engineer/ULB Monthly Fee Statement for the previous month by 7th day of the month in the format provided at Annexure 6, clearly stating the information provided and supporting thereto. 50% payment of the Concessionaire will be made within 14 days of submission of Monthly Fee Statement

without any verification and rest of the payment will be made after proper verification within next 14 days in accordance with procedure laid out in **Annexure 6**

The Project Engineer or ULB shall within seven (7) days of receiving the Monthly Fee Statement, provide its approval/comments on the Monthly Fee Statement. If no observations are made by the Project Engineer / Concessioneing Authority, within fifteen (14) days of receipt of Monthly Fee Statement, the same shall be deemed to be approved by the Concessioneing Authority. If the Project Engineer is not satisfied with the Monthly Fee Statement or supporting provided thereto, Project Engineer shall have the right to ask for more information from the Concessionaire as may be reasonably required and accordingly rest of the payment shall be released.

Under any circumstances, the Monthly Fee Statement shall be approved (with or without modifications) within fifteen (14) days of receiving the same. Disputes, if any, on the approved amount shall be taken up separately for mutual resolution. Dispute on any such amounts shall not result in non-payment of any already approved and/or partly approved amounts due to the Parties.

After complete/part approval of Monthly Fee Statement, due and approved payment shall be made to the Concessionaire (in case of Positive Tipping Fee) or to the Concessioneing Authority (in case of Negative Tipping Fee) within fifteen (14) days of such approval and in any case within thirty days of receipt of Monthly Fee Statement, whichever is earlier.

C. Payment as per Monthly Fee Statement:

Payment to the Parties shall be made in line with Clauses 8.4, and 8.5 of the Agreement.

D. Tipping Fee Fund

The Concessioneing Authority shall at least 30 (thirty) days prior to Compliance Date-P&D create a fund account under the name Tipping Fee Fund with a scheduled or nationalized bank at ----- . The Tipping Fee Fund shall remain active during the entire Term of the Agreement.

The Concessioneing Authority shall deposit and maintain in the Tipping Fee Fund, an amount equivalent to the amount payable to the Concessionaire for three (3) months for the

P&D services provided by the Concessionaire. The amount that shall be deposited and/or maintained in the Tipping Fee Fund shall be calculated as below.

$$\text{Tipping Fee Fund} = Q * \{X_1\} \times 30 \text{ (days)} \times 3 \text{ (months) w.e.f. COD-P\&D}$$

E. Post Closure Performance Account

The Concessioneing Authority and the Concessionaire shall at least 30 (thirty) days prior to COD (P&D) shall jointly create a fund account under the name “Post Closure Performance Account”. The fund is created to serve as a guarantee for performance obligations of the Concessionaire during the post closure period and also serve fund requirements for post closure maintenance and contingencies in case the Concessionaire fails to do so. The Post Closure Performance Account shall serve as protective measure to ensure that the Concessionaire binds by all its obligations during Post Closure Period.

The Concessioneing Authority (in case of Positive Tipping Fee) or the Concessionaire (in case of Negative Tipping Fee) shall credit the balance amounts, which are equal to 2% of the Monthly Payment – P&D, in the “**Post Closure Performance Account**” maintained by the Concessioneing Authority for meeting the expenses related to Post Closure Activities. The proof of deposit of such amounts shall be provided to the other party on monthly basis by the party depositing the amount.

The utilization and disbursement of monies deposited in Post Closure Performance Account shall be in line with **Clause 8.5** of the Agreement.

Format of Monthly Fee Statement

Project Name:				
Monthly Fee Statement For the Month of _____ 20xx				
Regional Deputy Director:			Invoice No.	
Address:			Date:	
			W.O./ Reference/	
			Category of Service	
			Service Tax Registration No.:	
			PAN Number:	
S. No	Particulars	Quantity in Tons A	Fee Per Tonne (Rs) B	Total fees (Rs) AxB

1	In case of Positive Tipping Fee Tipping Fee for Processing and Disposal payable by Concessioning Authority	Q1	X1	$T1=X1 \times Q1$
			Sub Total	T1
2	Deduction for post closure Performance Account= $T1 \times 0.02$			D
3	Penalty, if Any			P
4	Basic Amount Payable			T1-P-D (for Positive T.F) T1-D+P (for Negative T.F)
			Total Amount	
			Total Amount Payable (Inclusive of all taxes)	
	Rupees:-----only Payment should be made by cheque in favour of -----			
			Director/Authorized Signatory	

Annexure-7-Appointment and Scope of Project Engineer

1. Procedure for Appointment of Project Engineer/Expert

a) Project Engineer shall be any Engineer of the level of Executive Engineer or Medical officer Health or nominated by Concessions Authority who shall be the nodal person for supervision and monitoring of compliance by the Concessionaire with respect to the Construction Requirements and O&M Requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the bid documents consisting of this Agreement, RFQ cum RFP and PR prepared for the Project.

b) Project Engineer shall have a team of Engineers and other supervisory supporting persons (as decided by Concessions Authority) for P&D monitoring and operations.

c) Project Engineer shall have the right to appoint/replace any person from its team with the consent of ULB. As per the requirement of the field staff for monitoring P&D operations, Project Engineer may request to authorities for appointment of contractual staff. Concessions Authority shall have the right to appoint / replace the Project Engineer, depending upon the requirement. If the Project Engineer is not meeting his performance obligations, Concessionaire has the right to request the Concessions Authority in writing with details/reasons for his replacement. The Commissioner / Regional Deputy Director of Concessions Authority shall decide the need for replacement and if required may appoint/nominate any other suitable Person as Project Engineer

2. Scope of the Project Engineer/Expert

The Project Engineer ("PE") is expected to play a positive, proactive & unbiased role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Project Engineer or his authorized representative is to:

(a) Review, monitor, supervise and approve the activities associated with O & M of Collection and Transportation (CT&D or C&T- as applicable) of MSW from MSW supply area to the Processing Facility and then to the disposal facility.

(b) review, monitor and where required by the Agreement, to supervise & approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to

ensure compliance by Concessionaire with the Construction Requirements and O&M Requirements;

(c) report to Concessioneing Authority on the various physical, technical and financial aspects of the Project based on inspections, Project Site visits and Tests;

(d) assist in arriving at an amicable settlement of disputes, should the need arise at primary level without recourse to the intervention of C.E.O of Concessionaire and head of Concessioneing Authority / Regional Deputy Director of the ULB or DoLG .

(e) review matters related to safety and environment management measures adopted by Concessionaire for the Project.

(f) The Project Engineer may take the services of a third party engineer/firm for providing the services as envisaged hereunder and the mechanism therefore, may be mutually agreed upon by Parties.

3. Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

3.1 Implementation Period

a) Ensure that all implementation work fully complies with all Applicable Laws and, in particular, Solid Waste Management Rules, 2016 governing the requirements of MSW management and disposal.

b) Review all the drawings submitted by Concessionaire and ensure conformity of the same with the Construction Requirements.

c) Review of the following submitted by Concessionaire:

- Quality Assurance Plan;
- Implementation Plan;
- O&M Plan – Implementation Period.

3.2 Implementation Period - Construction Inspection and General Services

The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation of collection, transportation of waste, Waste Processing Facilities and the Sanitary Landfill Facility and ensure compliance with the Construction Requirements.

For this purpose the Project Engineer shall undertake, interalia, the following activities and where appropriate make suitable suggestions:

- 1) Act on the Concessioneing Authority's behalf as the Concessioneing Authority's representative regarding all contact with Concessionaire unless expressly indicated otherwise;
- 2) Review and approve test results and materials and/or equipment used in the Construction Works;
- 3) Interpret the requirements of the contract and make decisions regarding performance of Concessionaire. The PE shall inform and advise the Concessioneing Authority, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- 4) Reject work, which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the PE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- 5) Review drawings, samples, and other submissions of Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- 6) Provide the services of Engineers to check the quality of materials and the workmanship during the installation/construction of the MSW Transfer Station, including the following:
 - Weigh bridge at the entry gate as described in Scope of Work of the Concessionaire;
 - Loading & Unloading Ramp
 - drainage system;
 - water supply system;
 - electrical systems
- 7) Provide the services of Engineers to check the quality of materials and the workmanship during the installation/construction of the MSW Processing Facilities, including the following:
 - Weigh bridge at the Project Facility entry gate, as described in Scope of Work of the Concessionaire;
 - Weighbridge of adequate tonnage capacity;
 - windrow platforms;
 - drainage system;
 - leachate collection and treatment system;
 - water supply system;
 - sieving mechanism for the Residual Inert Matter;

- quality control laboratory and associated equipments;
 - electrical systems
- 8) Provide the services of Engineers to check the quality of materials and the workmanship during the installation/construction of the Sanitary Landfill Facility, including the following:
- Weigh bridge at the Sanitary Landfill Facility gate, as described in Scope of Work of the Concessionaire;
 - drainage system;
 - leachate collection system;
 - leachate treatment plant
 - composite liner system of the Sanitary Landfill Facility;
 - Stability of the Sanitary Landfill Facility upto Final Cover
 - testing laboratory and associated equipments
 - Address issues relating to specific Site conditions, modifications/amendments, or Concessionaire disputes.
- 9) The PE or his authorized representative shall attend regular meetings with the Concessions Authority to be held at least once fortnightly during the Implementation Period to report on progress and quality of work performed by Concessionaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the minutes to each person who attended the meeting.
- 10) The PE or his authorized representative shall prepare and submit to Concessions Authority, Fortnightly Progress Reports including the following:
- Progress of works;
 - Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
 - Construction schedule for the succeeding week;
 - Report on Tests
 - Report on notices issued
 - Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
 - Photographic record of progress of works over the previous week , if desired

The PE shall provide all other services as normally provided by a Project Coordinator on behalf of Concessions Authority.

3.3 Active Operations Period

- During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by

Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- The Project Engineer on the behalf of the Concessioneing Authority shall be responsible to monitor the operations of the Weighbridges. The Weighbridges shall be monitored and inspected regularly (mutually agreed frequency between Concessionaire and PE) to ensure its due calibration and accuracy and any errors shall be rectified within 24 hours.
- Provide administration of the contract in full and in complete accordance with applicable laws;
- Act on the Concessioneing Authority's behalf as the Concessioneing Authority's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- Interpret the requirements of the contract and make decisions regarding performance of Concessionaire. The PE shall inform and advise the Concessioneing Authority in a timely manner all matters relating to the execution, progress and completeness of works;
- Reject work, which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the PE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- Review submissions of Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- Provide the services representative during the period commencing from 7 seven days from the date of nomination of the PE until the expiry of the PE's nomination.
- In addition to conduct a general inspection of the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
- Provide the services of Engineers to check the quality of materials and the workmanship during the construction of the Landfill, including that of the following:
 - i. leachate collection system;
 - ii. intermediate liner system of the Engineered Sanitary Landfill;
 - iii. daily cell cover;
 - iv. gas venting and flaring system if any;
 - v. slope stability of the Engineered Sanitary Landfill;

vi. final cover system.

- Inspect and certify the quality of MSW collected by Concessionaire, if required.
- Inspect and certify composition of the Residual Inert Matter
- Address issues relating to specific Site conditions, design modifications, or Concessionaire disputes.
- Review the O&M Plans submitted by Concessionaire from time to time and assist Concessionaire in finalising the same.
- Periodically review the O&M Manual for adequacy;
- Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by Concessionaire with the O&M Requirements as specified in Annexure-3
- Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- Undertake a quarterly review of the various records and registers to be maintained by Concessionaire and suggest suitable remedial measures/ procedures, where necessary.
- The PE shall attend regular meetings (“Project Review Meetings” or “PRMs”) with Concessionaire, to be held at least once in every month during the Active Operations Period to report on progress and quality of work performed by Concessionaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.
- The PE shall prepare and submit to Concessioning Authority, Monthly Project Reports including the following:
 - a) Report on Tests
 - b) Report on notices issued
 - c) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
 - d) Photographic record of progress of works over the previous week.

4. Handover of Project Facilities to Concessioning Authority

At the time of handing back the all Project Facilities to Concessioneing Authority at the end of Active Operations Period, the PE shall:

- a) monitor and certify compliance with the Hand back Requirements,
- b) issue a Certificate of Compliance with Requirements to Concessionaire,
- c) assist in preparation of the Post Closure Maintenance Plan

5. Post Closure Period

- a) During the Post Closure Period, the PE shall monitor and certify compliance with the Post Closure Maintenance Plan.
- b) Arrange meetings between Concessioneing Authority and Concessionaire to be held at intervals as mutually decided upon by the Parties, to discuss problems or other pertinent matters relating to the Project. The PE shall take notes at the meetings and provide a copy of the minutes of such meetings to each person who attended the meeting.

6. Meetings, Records and Reporting

The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- a) Manpower deployed and other organizational arrangements of the Project Engineer;
- b) Reviews of documents submitted to it by Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, schedules, plans and reports;
- c) Inspections undertaken and notices/ instructions issued to Concessionaire;
- d) Review of compliance with Construction Requirements and O&M Requirements;
- e) Tests;
- f) Concession Payments / Tipping Fees certified;
- g) Reverse Mass Balance Calculation for the project shall be compared with the Total Weight carried out for Collection & Transportation of MSW, Processing of MSW (RDF + Compost+ Inert+ Processing Loss) and Disposal of MSW for the ULB. Reconciliation of reverse mass balance calculation vis-a-vis the total weight carried out by Collection & Transportation operation will be carried out every quarter. Based on the mass-balance quarterly adjustment in payable tipping fee (if any deviation is found) will be carried out.

- h) Change in Law;
- i) Force Majeure Events;
- j) Breaches and defaults by the Parties; and
- k) Handback Requirements

The Project Engineer would be required to submit the following reports to Concessioneing Authority during the Term:

- i) Implementation Period
- ii) Fortnightly Progress Report
- iii) Readiness Certificate (including Provisional Readiness Certificate)
- iv) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure, and breach of obligations).
- v) Active Operations Period
- vi) Monthly Project Report
- vii) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure, and breach of obligations)
- viii) Annual Review of O&M Manual
- ix) Report on Handover Requirements.
- x) Any other report as may be reasonably required by Concessioneing Authority or as may be necessary to give effect to the provisions of the Agreement.

Annexure-8 Project Implementation Schedule and Milestones

		Schedule Time (in days)	Maximum Time
Appointed Date	AD	T0	
Compliance Date – P&D	C&D-P&D	T0+30	
Latest Construction Start Date		C&D-P&D+15	
Scheduled Construction Completion date-P&D	SCCD-P&D	C&D-P&D+90	SCCD-P&D+90
Date of Commissioning P&D	COD-P&D	SCCD-P&D+15	
Term		Appointed date+20 years	

Annexure-9-Liquidated Damages and Defaults

If the Concessionaire is not able to meet the scheduled timelines in achieving COD of the Project Facilities, the Concessionaire shall be liable to pay liquidated damages as detailed below:

1. Processing and Disposal (P&D) of MSW :

In the event of Concessionaire failing to achieve COD for Processing & Disposal (COD-P&D) within (ninety days) 90 days from the CD-P&D, and such event has not occurred on account of Force Majeure or Default of the Concessions Authority, Concessionaire shall be liable to pay as Liquidated Damages, an amount equivalent to (two point five percent) 2.5% (Two decimal Five) of the amount of Performance Security per week of delay or part thereof, to the Concessions Authority. Liquidated Damages on this account shall be limited to (thirty percent) 30% of the Performance Security i.e. up to twelve (12) weeks only, after which, the Concessions Authority shall have the right to Terminate the Agreement.

NOTE: It may be noted that the amount of Liquidated Damages has to be deposited by the Concessionaire within fifteen (15) days of first written demand by the Concessions Authority, failing which the Concessions Authority shall have the right to encash the Performance Security and after deducting its present Liquidated Damages amount, keep the balance amount in a separate bank account as Performance Security for remaining time. However, under any circumstances, the shortfall in Performance Security, if any at the time of COD has to be first fulfilled by the Concessionaire to be eligible to receive any payments from the Concessions Authority.

Annexure 10-Performance Parameters

During the operations of the Project Facilities and the entire Term of the Agreement, the Concessionaire shall ensure the compliance of following parameters, failing which may result in Event of Default of the Concessionaire under the Agreement:

a Processing of MSW at Site: From COD – P&D onwards, the Concessionaire shall:

- ensure processing of MSW in compliance with Technical Specifications, guidelines mentioned in this Agreement.
- ensure that storage of unprocessed MSW at Processing Facilities shall not exceed 3 (three) days. From 4th day onwards till 14th day, unprocessed waste shall attract a penalty of zero Tipping Fee (in case of positive tipping fee) payable on the incoming waste. In case of negative tipping fee, 2% deduction per day maximum up to 20% of performance security shall be levied.
- ensure that total quantity of rejects shall not be more than twenty percent (20%) of total MSW processed. Any percentage of rejects beyond 20% shall attract penalty as per Annexure 11.
- ensure that the processing rejects shall not contain more than ten percent (10%) organic content.
- ensure that the quality of compost shall conform to compost quality standards specified under Solid Waste Management Rules, 2016.
- ensure that the use of supplementary fuel at power plant (if any) is in compliance with applicable guidelines of MNRE, GoI. Any non compliance with supplementary fuel shall result in prohibition of utilization of such fuels at the Processing facilities.
- ensure that adequate pollution control measures are installed and operated. Failure to install adequate pollution control devices shall result in but not limited to consultation notice, compliance warning letter and if situation deemed necessary, termination of the agreement.

Annexure-11-Penalties

In case Concessionaire fails to meet the performance parameters mentioned in Annexure 10, Concessions Authority shall levy the penalties as per following

S. No	Performance Parameters	Penalties
1	Weight Bridge Functioning and Calibration	In the event the Weighbridge is non operational due to some breakdown, Concessions Authority shall provide a list of three weighbridges, located near the project, processing site, from where the concessionaire can weigh the MSW at its own cost. The weighbridges will be approved by the Concessions Authority and the weigh slips will be accepted for payments. If the breakdown happens more than 4 consecutive working days, the concessionaire will be penalized for 2% of the average monthly tipping fee payment made to concessionaire (as per the applicable site). It shall be the responsibility of the concessionaire to calibrate the weighbridges as per “The Weight & Measure Act”/legal Metrology Act.

i. Processing of MSW at Site

In case the Processing Facilities are not operational for 7 consecutive day and onwards till 14th consecutive day, or for a total period of more than thirty (30) days till forty five (45) days in a financial year, the Concessionaire shall be penalized from 8th non-operational day, an amount equivalent to 5% of average monthly payment made to the Concessionaire on Processing & Disposal head over immediately preceding six months. In case of negative Tipping Fee for Processing & Disposal, the penalty shall be paid by the Concessionaire to Concessions Authority.

ii. Disposal of MSW

In case the quantity of rejects over a month exceed 20% of total MSW processed in the month, the Concessionaire shall be penalized for every percentage increase at the rate of twice

(2) the quoted tipping fee/ton by the concessionaire. In case of negative Tipping Fee for Processing & Disposal, the penalty shall be paid by the Concessionaire to Concessions Authority.

Annexure-12-Reporting Requirement

a Construction Reporting

Bi-monthly progress reports shall be prepared by the Concessionaire and submitted to the Concessioning Authority. Each report shall include:

- i an executive summary ;
- ii charts showing the status of Construction Documents;
- iii status of quality assurance documents, test results and certificates;
- iv comparisons of actual and planned progress, with details of any aspects which may affect the completion in accordance with the LoI, and the measures being (or to be) adopted to overcome such aspects;
- v summons of any unresolved disputes and claims between the Parties;
- vi such other reports as may be reasonably requested by the Concessioning Authority

b Construction Documents

The Concessionaire shall submit Construction documents to the Concessioning Authority which include but not limited to following

- i Construction program of the Concessionaire
- ii As built drawings for all Project Facilities
- iii As fit drawings for all equipment
- iv Rated capacity test reports for all equipment, pipelines etc. (test certificates)
- v Original equipment manufacturers reports
- vi Design basis of all Project Facilities
- vii Installation manuals
- viii Operation and Maintenance Manuals
- ix Quality Assurance Reports for all Project Facilities and systems
- x Third party inspection reports
- xi Equipment Warranty certificates
- xii List of manufacturers recommended spares and confirmation of purchase
- xiii List of vendors for purchase of spares and consumables
- xiv Original copies of all consents obtained by Concessionaires
- xv List of Contractor's staff and duties assigned to each

xvi Commissioning Records

xvii Statement certifying compliance with Environment Management Plan

c Operation Documents

The Concessionaire shall submit documents required by the Concessions Authority, which include but not limited to following:

- i Details of Complaint Redressal System.
- ii To submit the monthly progress of Public Awareness.
- iii To submit the monthly Log sheet covering quantity of MSW processed and Residual Inert Matter disposed off at Sanitary Landfill Facility.
- iv Operation and Maintenance Manual
- v Quality Assurance plans for various Project Facilities
- vi Insurance policies
- vii Details of end products and by products.
- viii List of Concessionaire's staff and duties assigned to each

d Operation and Maintenance Manual

The Concessionaire shall agree the contents of the Operation Manual in consultation with the Concessions Authority. An indicative content of the Operation & Maintenance Manual is provided below:

- i. Descriptive overview of the whole of the works
- ii. Descriptions of all systems installed, including mechanical, electrical, instrumentation, control systems with relevant design and operating parameters
- iii. Descriptions of all equipment supplied including manufacturer's leaflets, which shall be scheduled for easy reference
- iv. Schedules and manufacturer's catalogues for all equipment supplied, giving duties, electrical load, etc
- v. Schedules of all equipment suppliers (and their local agents) including names, addresses, telephone, fax and e-mail numbers
- vi. Start-up, operation and shut down instructions for all parts of the works. These shall include step by step directions on setting the facility to work listing all adjustments and settings necessary for the current functioning of the Facility.

- vii. Instructions on monitoring of Project Facility's performance and sample log sheets for each plant item, to be filled by Concessionaires on a routine basis.
- viii. "Do's" and "Don'ts" in Project Facility operation. Concessionaire's attention shall be drawn to all operations considered to be dangerous to Concessionaires or likely to cause damage to the Project Facility
- ix. Procedures to deal with breakdown and emergencies
- x. Fault locations and remedy charts to facilitate tracing the cause of malfunctions or breakdown and correcting faults
- xi. Complete list of recommended materials
- xii. A 'spares schedule' which shall consist of a complete list of time wise spares for all Project Facility items with ordering references and part numbers
- xiii. A complete list of manufacturer's instructions for operation and maintenance of all bought out equipment. The list shall be tabulated in alphabetical order giving the name of supplier / manufacture, identification of the Project Facility item giving the model number and the literature provided including instruction leaflets and drawing numbers.
- xiv. Step by step procedure for the dismantling, repair and re-assembly of all items of equipment
- xv. Part-list and drawings or exploded diagrams for each item of Project Facility with construction particulars, materials of construction, matching components, clearances and tolerances, maximum wear permitted before replacements are to be done, etc.
- xvi. Record drawings of all systems installed, including general arrangements, conduit and writing trunking systems, wiring diagrams, control schematics and valve charts, etc. to a reduced scale.

e Form of Annual Report

An Annual report will be produced which will summarize the previous year's activities and relate these to the Annual Operating Plan for the same period, thus highlighting any anomalies as well as successes. Any anomalies will be redressed by the inclusion of remedial measures in the next years operating plan. The Annual report will include, but not limited to, the following items;

- 1. An executive summary containing the main achievements of the previous year, with special mention of Performance Indicators and Levels of Service

2. A report on quantitative data relating to MSW collected, processed and Residual Inert Matter disposed off at Sanitary Landfill Facility.
 3. A report on volumes of leachate collected and treated
 4. A report on quantitative data relating to end products ,bye products
 5. A report on ground water quality data and other environmental monitoring
 6. A report on compliance to authorization and other regulatory norms
 7. Details of maintenance activities carried out in the previous year including the number of non scheduled activities (breakdowns), any major problems encountered and how they were solved and a report summarizing the major refurbishment and replacement activities.
 8. A report on billing activities
- A report on Personnel issues including no's of personnel by department, leavers and joiners, training undertaken across the operations function, accident statistics and absenteeism levels due to sickness.

Annexure-13- Tipping Fee Index

Tipping Fee (s) quoted by the Selected Bidder [X1, (X2,n) and X3] shall be applicable for the Financial Year in which COD-P&D is achieved. This Tipping Fee shall be increased every two years starting from the Financial Year of COD-CTP&D.

For any given Financial Year (t) during the Term, X1, (X2,n) and X3 shall be revised as follows:

$$X_{(t)} = X_{(t-2)} * [50\% * \text{Inflation CPI-IW}_{(t)} + 50\% * \text{Inflation-WPI All commodities}_{(t)}]$$

Where:

‘X’ means the Tipping Fee(s) i.e. X1, (X2,n) and X3, as the case may be;

‘t’ would represent the years $i+2z$, with ‘i’ representing the Financial Year of COD-P&D and ‘z’ is a whole number;

Inflation CPI-IW_(t) = Percent increase in All India Consumer Price Index for Industrial Workers between December (t-1) and December (t-3).

Inflation WPI-All Commodities_(t) = Percent increase in Wholesale Price Index for All commodities (monthly average) between December (t-1) and December (t-3).