

DIU SMART CITY LIMITED

CIN: U74999DD2018PLC009814
Fort Road, Diu 362520
Contact: +91 2875 252126
Email: Diudscl@gmail.com

NO. DMC/DIU/CONST/SMART CITY/2019-20/

Dated: 19-03-2020

Tender No. 1/2019-20/DSCL-Diu

The Manager, Construction invites Proposal for the following work, on behalf of CEO, DSCL:

Sr. No	Name of work and Location	Tender Fee	EMD
1.	Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis	Rs. 5,000/-	Rs. 17,00,000/-

Note All details are available in RFP at www.ddtender.com , www.diu.gov.in.

1.	Downloading of RFP Documents	19/03/2020 to 09/04/2020 02:00 hrs
2.	Pre bid meeting	30/03/2020 16:00 hrs
3.	Date of Online submission	09/04/2020 14:00 hrs
4.	Date of Physical document submission	11/04/2020 16:00 hrs
5.	Date of online opening of technical bid	11/04/2020 17:00 hrs
6.	Date of opening of financial bid	To be communicated later
7.	Right to accept or reject any or the bids without assigning to any reason thereof is reserved by the undersigned.	


Manger - Construction,
DSCL-Diu
Email:- diudscl@gmail.com
Phone:- 02875 252126

REQUEST FOR PROPOSAL

Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis

REQUEST FOR PROPOSAL

Volume-I

Tender No. 01/2019-20/DSCCL-Diu



Diu Smart City Limited

C/o Diu Municipal Council

Fort Road, Diu - 362520

Contact : +91 2875 252126

Email: Diudscl@gmail.com

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Table of Contents

Disclaimer	4
1 Introduction	11
1.1 Background	11
1.2 The Project.....	11
1.3 Brief description of Bidding Process	22
1.4 Schedule of Bidding Process.....	24
2 Instructions to Bidders.....	25
2.1 General Terms of Bidding.....	25
2.2 Eligibility of Bidders	27
2.3 Change in composition of the Consortium	30
2.4 Change in ownership.....	30
2.5 Cost of bidding	31
2.6 Number of Bids.....	31
2.7 Site visit and verification of information.....	31
2.8 Acknowledgement by Bidder	31
2.9 Right to accept or reject any or all Bids	32
2.10 Verification and Disqualification.....	33
2.11 Contents of the RFP	33
2.12 Clarifications.....	34
2.13 Amendment of RFP.....	34
2.14 Language	35
2.15 Format and signing of Bid.....	35
2.16 Sealing and Marking of Bids	35
2.17 Bid Due Date.....	36
2.18 Late Bids	36
2.19 Modifications/ substitution/ withdrawal of Bids	36
2.20 Validity of Bids.....	37
2.21 Confidentiality.....	37

2.22	Proprietary data.....	37
2.23	Correspondence with the Bidder.....	37
2.24	Bid Security	38
3	Bid Contents, Eligibility Criteria and Evaluation of Bids	40
3.1	Contents of the Bid.....	40
3.2	Eligibility Criteria.....	41
3.3	Opening of Bids.....	44
3.4	Evaluation of Bids - Test of responsiveness	44
3.5	Evaluation of Technical Bid	44
3.6	Evaluation of Financial Bid	45
3.7	Selection of the Successful Bidder	46
3.8	Issue of the Letter of Award and execution of the Concession Agreement	46
3.9	Contacts during Bid evaluation	47
3.10	Other Conditions	48
3.11	Confidentiality.....	48
3.12	Clarifications.....	48
4	Fraud and Corrupt Practices	50
5	Pre-Bid Conference	52
6	Penalty Clause.....	53
7	Arbitration	54
8	Miscellaneous	55
9	Forms of Bid Submission	56
	APPENDIX I: Letter for Bid.....	57
	APPENDIX II: Details of Bidder.....	60
	APPENDIX III: Technical Capacity of the Bidder	62
	APPENDIX IV: Financial Capacity of the Bidder.....	64
	APPENDIX V: Statement of Legal Capacity	66
	APPENDIX VI: Anti-Collusion Certificate.....	67
	APPENDIX VII: Power of Attorney for signing of Bid	68

APPENDIX VIII: Power of Attorney for Lead Member of Consortium.....	70
APPENDIX IX: Consortium Agreement	72
APPENDIX-X: Approach and Methodology	78
APPENDIX-XI: Letter Comprising the Financial Bid	81
APPENDIX-XII: Format of Bank Guarantee for Bid Security.....	83

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by the Diu Smart city Ltd (the “Authority”) including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Diu Smart City Ltd

Fort Road, Diu, India

Phone No: +91 (02875)-252126, +91 (02875)-253638

Notice Inviting Tender

Tender No. 01/2019-20/DSCL-Diu

Date: 19/03/2020

The Manager Construction, Diu Smart City Ltd invites online bids, on behalf of CEO, DSCL, for **Development of Integrated Municipal Solid Waste Management System for entire Urban and Rural Areas of Diu District Including Diu Municipal Council through PPP model on Design, Build, Finance, Operate& Transfer (DBFOT)** basis as prescribed in the Request for Proposal (RFP) documents. The tender notice is available on the website <https://ddtenders.gov.in>.

The RFP Document with all details including scope of work, terms and conditions can be downloaded from the website <https://ddtenders.gov.in>

1.	Officer inviting Bids	Manager Construction Diu Smart City Ltd.
2.	Name of Work	Development of Integrated Municipal Solid Waste Management System for entire Urban and Rural Areas of Diu District Including Diu Municipal Council through PPP model on Design, Build, Finance, Operate& Transfer (DBFOT) basis
3.	Indicative Project Cost (Capital Cost): Bidders to note that this is merely indicative capital expenditure of the Project and does not include operation expenses or tipping Fees. The Bidders are required to access their own capital outlay for the entire concession period considering the provision for expansion in the Project capacity to cater increasing Solid Waste generation demand. Bidders are also free to propose some capital	Rs. 8.49 Crores

	effective Technology. Based on assessment of all the financial implication for the project the bidder shall quote their Tipping fees which shall be paid by the Authority as per the Provision of this Tender Document.	
4.	Project Duration	<p>Development Period</p> <p>1) Collection & Transportation: To be commenced within 31 days from the date of signing of the Concession Agreement and continued for entire concession period.</p> <p>2) Processing & Disposal: To be commenced within 4 months from the date of signing of the Concession Agreement or 3 months from the date of issue of Environmental Clearance (EC)/ Consent to Establish (CTE) to the project whichever is earlier and continued for entire concession period</p> <p>3) Rehabilitation (Bio-Mining & Remediation) of the existing landfill site complete before 12 month of signing of concession agreement.</p> <p>Concession Period: 20 years from the actual date of signing the Concession Agreement.</p>
5.	Bidding Process	Single Stage two envelop competitive bidding process involving technical envelope and financial envelop.
6.	Financial Bid Evaluation Criteria	Lowest quoted Tipping Fee
7.	Eligibility Criteria	As detailed in the Bid Documents
8.	Websites for downloading Bidding Documents	https://ddtenders.gov.in the Tender Document is free to download however the bidder has to submit the cost of the Tender Document prior to their Bid Submission
9.	Cost of RFP Document	Rs. 5,000/- (Rupees Five thousand only) in the form of Demand Draft (DD) issued from a nationalized Bank in India in favour of the ‘Chief Executive Officer, DSCL, Diu’ payable at Diu.

		The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from the Cost of RFP Document.
10.	Bid Security	Rs. 17 lakhs (Rupees Seventeen Lakhs only) in the form of FDR/Bank Guarantee (BG) issued from a Scheduled/nationalized Bank in India in favour of the Chief Executive Officer, DSCL, Diu. <u>The Bid Security should be submitted to the Authority Prior to due date of online Bid submission</u> The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security.
11.	Bid validity	180 days from the Bid due date
12.	RFP Downloading Start Date / Start Date of Sale of RFP Document	Date & Time: 19/03/2020 18:00 hrs
13.	Last date of receiving queries for Pre-bid meeting	Date & Time: 29/03/2020 14:00 hrs
14.	Date, Time and Place of Pre-Bid Meeting	Date & Time: 29/03/2020 16:00 hrs Address: Diu Smart City Ltd. C/o Diu Municipal Council Fort Road, Diu - 362520, India Phone No : +91 (02875)-252126, +91 (02875)-253638, 9586705143
15.	Last Date of Online Bid submission/End Date of Sale of RFP Document	Date & Time: 09/04/2020 14:00 hrs

16.	Last Date, Time and Place of Physical submission of Bid	Date & Time: 11/04/2020 16:00 hrs Address: Diu Smart City Ltd. C/o Diu Municipal Council Fort Road, Diu - 362520, India Phone No : +91 (02875)-252126, +91 (02875)-253638
17.	Date, Time and Place of Opening of Technical Bid	Date & Time: 11/04/2020 17:00 hrs
18.	Place, Date and Time for Opening of Financial Bid	To be communicated later

- 1) Each Bid must be accompanied by Bid Security of Rs. 17 lakhs (Rupees Seventeen Lakhs only) in the form of FDR/BG as per format provided in this RFP document in favour of the Chief Executive Officer, DSCL, Diu. The scanned copy of the DD/FDR/BG shall be uploaded on website <https://ddtenders.gov.in> with the Technical Bid. The Original DD/FDR/BG shall be submitted along with the Physical submission of Technical Bid. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or start-ups as recognised by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security. The exemption seeking MSEs/Start-ups shall produce certificate of MSE registration/ Start-up recognition, as per guidelines of department of MSME/DIPP/GFR 2017 along with their technical bids
- 2) Bidder who procured digital certificate as per IT Act 2000 to sign their electronic Bids, shall submit their technical and financial bids online on above mentioned website upto time and date mentioned herein above.
- 3) Bidders have to submit financial bid in electronic format only and financial bid in physical format shall not be accepted in any case.
- 4) In addition to the above, scanned copies of the following original documents shall be uploaded along with the technical bid
 - i. Letter of Technical Bid
 - ii. Power of Attorney for Lead Member
 - iii. Concession Agreement (if applicable)
- 5) Any subsequent addendum/corrigendum shall be published only at the websites mentioned above and will not be published in newspapers. In case there is a holiday on the day of opening of Bids, activities assigned on that date shall be carried out on the next working day.
- 6) Before electronically submitting the Bids, it should be ensured that all the bid documents are

digitally signed by the Bidder.

- 7) Department will not be responsible for delay in online submission due to any reason. For this, Bidders are requested to upload the complete Bid well in advance.
- 8) All prospective Bidders are encouraged to participate in the pre-bid conference and it is advised that the site is visited and the Bid documents are studied thoroughly.
- 9) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 10) No conditional Bids shall be accepted and such Bids shall be summarily rejected.

DSCL reserves the rights to reject any or all bids without assigning any reason thereof and decision will be final and legally binding on all the bidders.


Manager Construction
Diu Smart City Ltd.
C/o Diu Municipal Council,
Fort Road, Diu, India
Phone No: +91 (02875)-252126,
+91 (02875)-253638

1 Introduction

1.1 Background

- 1.1.1 Diu Smart City Ltd. (the “Authority”) has the objective of providing Municipal Solid Waste Management (MSWM) Services in the Diu Municipal Council urban area. The authority has been authorized by the UT Administration to initiate development of integrated SWM system in the entire Diu district including the DMC area and the Rural areas or Panchayat areas. In this regard, the Authority is seeking private sector participation to improve the management of MSW through the development of an integrated MSW management (IMSWM) system encompassing collection and transportation of MSW and the development, operation and maintenance of the MSW processing and disposal facility on Public Private Partnership (PPP) basis (the “Project”).
- 1.1.2 The Authority has initiated competitive single stage two envelop bidding process (the "Bidding Process") for selection of private sector operator who will be responsible for design, build, finance, operate, maintain and transfer the IMSWM facilities.
- 1.1.3 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the “Bid Due Date”).
- 1.1.4 The Bids would be evaluated on the basis of the evaluation criteria set out in this RFP Document in order to identify the Successful Bidder for the Project (the “Concessionaire”). The Concessionaire and the Authority shall enter into an Agreement (the “Concession Agreement”) as per the Draft Agreement. The Draft Concession Agreement sets forth detailed terms and conditions for grant of the concession to the Concessionaire.

1.2 The Project

- 1.2.1 Project coverage area: The project covers Diu district, including both the urban area (under Diu Municipal Council) and the rural area (four Panchayats). The municipal area is divided into thirteen wards – six in Diu and seven in Ghoghla. Total houses in the municipal council area are around 8000. There are four nos. of village panchayats, namely – Saudwadi, Bucharwada, Zholawadi, Vanakbara. As per 2011 census the rural population is 28083 and the urban population is 23991.

- 1.2.2 The estimated MSW generation in Diu district at the beginning of the concession period (2020) is around 29 TPD, and at the last year of the concession period (2040) it is estimated to be 33 TPD. It is estimated that 50% of the MSW is organic/ wet waste, which is amenable for composting. Therefore the capacity of the waste processing & treatment Plant (composting) has been proposed at around 20 TPD. The Bidder shall make all necessary assessment of the waste generation, for the entire concession period and accordingly design the processing plant. The concessionaire is free to develop the Waste Processing facility of higher capacity anticipating the future generation of waste.
- 1.2.3 Indicative Project cost (Estimated Capital Expenditure): Rs. 8.49 crore. This is the estimated initial capital expenditure for the Project, and does not include Operation Expenses of the Project and the estimated Tipping fees payable by the Authority.
- 1.2.4 The bidder shall assess the escalation in future waste generation and accordingly shall make provision for capital addition to meet the increasing volume of waste in future
- 1.2.5 The private developer/ operator shall undertake all of the following activities. The Bidder may propose any better and cost effective Process or Technology for Collection & Transportation or Processing & Disposal of Waste within the guidelines of Solid Waste Management Rules 2016 and other statutory obligations. If the proposed Process/Technology is acceptable and approved by the Authority, the Bidder may adopt such process and Techniques. However, the Bidder has to propose such process or technology within the ambit of the below obligation of Door to Door (Primary) and Secondary Collection, Processing and Disposal of Municipal Solid Waste and Rehabilitation (Bio Mining & Remediation) of the existing landfill site. Bidders to note that the below given activities are the minimum obligations of the successful bidder to perform during the entire concession period.

1.2.5.1 Collection & Transportation

- a) To ensure door to door collection and segregation of MSW from waste generators (all residential, commercial establishments, institutions, vegetable/ fruits/ non-veg Markets, hotels, bulk generators, tourist area and MSW generated from any special events, festivals and other sources) located within the project coverage are as defined in SN 1.2.1 above and in accordance to Solid Waste Management (SWM) Rules, 2016.
- b) Transportation of segregated MSW to secondary collection points in project coverage area or transfer stations or processing facilities or engineered sanitary landfill facility as required.
- c) To ensure that segregated MSW is transported to the Processing and disposal facility.
- d) GPS system /RFID and CCTV cameras to be implemented for daily monitoring and reporting of C&T activities. Provisions should be made for providing mobile phones to drivers and supervisor for real time monitoring.

- e) Collection & Transportation at Commercial and Tourist areas to be done twice a day. During early morning and at night time to avoid traffic congestion.
- f) Collection & Transportation schedule and any changes in it, shall be as per instructions of the Authority.
- g) In consultation with ULB, develop and implement a public complaint system operational for at least 12 (twelve) hours a day.
- h) Designing and implementing public awareness campaigns to elicit the best response from public in practicing waste segregation at source, door-to-door collection and restraining from the traditional practices of dumping the wastes into the drains, littering on the roads and or any other space in the service area.
- i) To identify, in consultation with the ULB and other stakeholders, as the case may be, the location of secondary collection points and to provide suitable type and number of containers/bins at such secondary collection points for storage of community bins for street sweeping waste.
- j) Collection of Garbage or any other kind of Municipal waste from open plots as and when required by the Diu Municipal Council/District Panchayat.
- k) To identify, in consultation with the Authority and other stakeholders, as the case may be, the location of transfer stations if required, in the project coverage area;
- l) To develop, construct and operate Transfer Stations in the project coverage area. The concessionaire is free to propose any other C&T methodology which can be executed without transfer stations, if the same is accepted by the Authority, transfer station less system for the Collection & Transport may be adopted by the concessionaire. However, if the model proposed by the concessionaire is not accepted by the Authority the concessionaire shall develop and operate transfer stations as per operational plan submitted by him and accepted by the Authority for the same.
- m) Transportation of segregated MSW from secondary collection points and / or transfer stations in project coverage area to the Processing Facilities or Engineered Sanitary Landfill Unit as required in compliance to MSW rules 2016.

Bidders to note that:

The Diu Municipal Council/District Panchayat owns some vehicles and equipment which is being used by the council. A list of vehicle & Equipment currently available with the Authority which is being used are provided in clause 3.1 of the Volume-III: Project Information Memorandum

Diu Municipal Council/District Panchayat may handover these vehicle & Equipment to the successful Bidder free of cost to utilize the same along with their own vehicles to carry out the work as defined in this tender document. The Diu Municipal Council/District Panchayat assumes that the Bidder shall take into account the cost of these Vehicle and Equipment while accessing the capital cost of the project and quote the Tipping fees equivalently deducted with such price of

the vehicle. The Diu Municipal Council may ask for the information on the accounted price of these Vehicle and Equipment in the quoted tipping fees.

During the entire concession period the Operation & Maintenance, insurance cost or any other cost incidental thereof shall be the liability of the Concessionaire.

The concessionaire shall indemnify, defend and hold the Authority harmless from any or all claims, action cost, expenses, damages and liabilities including the attorney's fee arising out of or connected with or resulting from negligence or willful conduct of the concessionaire during the operation of the handed over vehicles and equipment. For any cause and effect occurring due to the operation of the handed over vehicle including accidents, any mishaps, damages, penalty etc., during the concession period the concessionaire shall be solely responsible for that.

The successful bidder shall Plan, organize and run a sustained IEC / awareness campaign over the Agreement Period for creating community awareness related to MSW, ensuring its mobilization and soliciting its participation/ cooperation in effective management of the solid waste. The IEC activity shall commence immediately after the signing of the agreement.

1.2.5.2 Processing & Disposal

- a) Setting up of appropriate integrated processing facility in consonance with the quantity and characteristics of the waste and compliance of SWM Rules 2016.
- b) Setting up of an engineered sanitary landfill (SLF) site and its operation & maintenance in compliance to SWM Rules 2016.
- c) It is mandatory to process the Bio-degradable waste at the site during the entire concession period, using suitable Technology (primarily Composting or other innovative process) as per statutory rules and guidelines. Other Waste may be processed or recycled as per applicable laws of Government of India or UT of Daman and Diu. The rejects should be mandatorily disposed to the Scientific Land Fill.
- d) The Concessionaire shall have the right to develop the project facilities using such technology that they consider suitable & commercially viable for processing wastes, conforming the compliances of rules and Guidelines of the Ministry of Environment Forest and Climate Change, Government of India, Central and State pollution control board or committee or any other applicable rules and guidelines of the Government of India or the Government of UT of Daman and Diu. The Concessionaire is also free to sell the recyclable waste to other MSW processing agencies/authorized recyclers or such other facilities as per SWM rules 2016 and its subsequent amendment thereof.
- e) The Concessionaire shall have the right to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the plant, and in line with meeting service level and other provisions of the Concession Agreement.
- f) To transport and dispose the inert matter/ Residual Inert Matter/ processing rejects from Processing Facilities or elsewhere to the sanitary land fill facility.

- g) The process rejects of not more than 20% of the waste received at processing site, can be disposed at the sanitary landfill facility.
- h) It will be Concessionaire's responsibility to obtain all required permit(s)/ permission(s)/ clearances; for starting/ undertaking the project work.
- i) The Contractor shall process the sanitary waste received through the collection and transportation of MSW, as per statutory norm, at the project site and comply with the prevailing rules and norms.
- j) The contractor is free to utilize the project site for earning from processing other waste (excluding hazardous or biomedical waste). However, the service level for the current project as benchmarked in the Concession Agreement should not be hindered due to such processing of other waste. The Authority shall not pay any tipping fees for processing any such additional waste beyond the scope of current Project. It is expected that the bidder will consider different revenue streams, and accordingly work out the tipping fees.
- k) The contractor will have to keep proper record on amount and type of waste generated from various areas.

1.2.5.3 Rehabilitation & Reuse (Bio Mining & Remediation) of Existing Land Fill site

The concessionaire shall be responsible for Rehabilitation of the existing site as directed in the Clause J of SWM Rule 2016. The rehabilitated site shall be used for the development of MSW processing and disposal facility for the Integrated MSWM system.

The detail of volume of waste accumulated in the existing site based is given below. However, the same shall be assessed by concessionaire before initiation of rehabilitation.

S.No	Item	Quantity	Unit
1	Length of site	200	m
2	Width of site	100	m
3	Waste confined area	14500	m ²
4	Average height of the waste dump	1	m
5	Volume of accumulated waste	11,000	m ³

The concessionaire shall ensure that the "Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) published by CPCB in February 2019" have been followed and implemented as appropriate to DIU Site.

The concessionaire shall ensure that the site is rehabilitated and used for Integrated MSWM Project by carrying out appropriate best practices but not limited to the following.

A. Bio Mining and Bio Remediation of Existing Landfill Site

1. A total station survey of landfill/ dumping site to confirm the volume of waste to be bio mined & remediated.

2. Initial baseline survey of surface and subsurface soils and waters and also leachate present, to check for heavy metals and toxics if any. Samples should be drawn by an NABL or MOEF&CC certified lab, also at the final stage. During operations, the operator should collect and keep daily samples of the finest fractions, to be pooled and analyzed to ensure that unsterilized rotted waste is not simply moved from one location to another by mining without bioremediation.
3. Bio-Mining: Excavate legacy waste, loosen it and make windrows (low heaps of about 2 m height to get maximum surface area to volume and repeated turnings to ensure that the innermost waste in windrows also gets exposed to air, usually 3-4 turnings in the interval of 4-5 days are necessary to stabilize the waste) so as the leachate can be dried off through solar exposure and all the entrapped methane is removed from the heap. Necessary precautionary measures shall be adopted during below-Ground Waste bio mining if any.
4. Bio Remediation: Sprinkle the newly exposed surfaces with a composting bio culture solution or a dilute solution of 5% fresh cow dung in water. This will control smell and speed up decomposition. Usually the top layer has several materials in the active biological state.
5. Appropriate numbers of excavators or back hoe loaders and workers will be required to execute the work.
6. Recyclables like plastic, glass, metals, rags and cloth recovered from the waste during screening shall be sorted out and preferably cleaned before sending to recycling industries.
7. In very old garbage layers with high debris content if any, most of the organic matter may have already been decomposed. Do a seed germination test to ensure it is stabilized. Add bio cultures to fully stabilize it if heat is still generated in windrow heaps or volume reduction is observed. After 7-10 days of stabilization the waste can be taken up for screening.
8. Usually the finest fraction will be organic matter plus fine soil, called 'bio-earth', which can be used as soil improver, especially for restoring alkaline or saline soils to fertility, or to grow some vegetation for erosion control. It is also useful as a lawn subgrade cum drainage layer, or it can be used as organic manure in tree pits. The next coarser fraction will be gravel and coarse organics, which can be used for road embankments. The coarsest fraction may have a lot of combustibles (cloth etc.) which can be baled and supplied as Alternate Fuel Resources in cement kilns or boilers.
9. There may be some (maximum 5-10% of total) left over waste including lumps of heterogeneous nature. This waste can be sent to scientific landfill for disposal (near zero residues).
10. Bio-remediation and Bio-mining to clear a site can start immediately at one part of an actively used dump while fresh waste continues to be received and stabilized at another part.
11. Insurances of workers working at the Bio-remediation/ Bio-mining dumpsite for any hazards due to fire, radiation or explosion.
12. Availability of Necessary Processing Equipment's for Processing of Legacy Waste.

13. Appropriate Fire Control Measures at existing dump site during bio mining/remediation if required.
14. Use of trained manpower for bio mining and remediation.
15. The recovered land from the bio-mining process shall be utilized for the development of ISWM facility.

B. Developing Bio Mined site for integrated SWM System

1. Appropriate measures to prevent the ingress of water from abutting creek in the bio mined areas as well as during the set-up of secured Landfill/ other processing facilities.
2. The Site shall be developed duly considering the HFL of the Creek abutting and safe elevations levels shall be planned accordingly. Also High groundwater table aspect shall also be suitably considered.
3. Facilities as envisaged in the PIM shall only be developed on the bio mined site. i.e. ISWM facility for Diu.

The concessionaire shall follow the standard/ best available technologies to ensure that the site is completely bio mined and developed for ISWM.

- 1.2.6 All these activities shall be done in compliance with the Government of India's Solid Waste Management Rules of 2016 and other statutory rules of the Central or State/UT Government and in accordance with performance standards and output specifications prescribed in the Concession Agreement.
- 1.2.7 All components defined in above need to be handled separately without inter-mixing one with another at any stage of operation.
- 1.2.8 The Project shall not cover (i) biomedical waste (ii) E-waste, (iii) industrial waste, and (iv) hazardous waste, however if it is found/received at site, then it shall be diverted to the respective processing facility by the Contractor, the transportation cost for the same from the site to the respective facility shall be borne by Authority as per prevailing Schedule of rates of Authority. The Contractor shall make transportation arrangement of such material only after complete inspection by Engineer of Authority, record preparation and only after the due approval of the Authority.
- 1.2.9 The Authority shall provide land, existing equipment and other infrastructure to the Concessionaire as per the Concession agreement.

1.2.10 Concession Period: The concession period of the project shall be for 20 years from the date of signing the Concession Agreement till the expiry of the Contract. At the end of this period, the Concessionaire shall transfer the assets to the Authority free of charge.

First Phase: Operations for door to door Collection and Transportation of MSW; in the project coverage area should start from 31st day of signing of Concession Agreement, This must be accompanied with awareness generation through interactive activities for maximum participation of masses and behavioral change towards sanitation and hygiene.

Second Phase: The Concessionaire shall complete all infrastructure work required for successful processing of MSW within in 4 months of signing of Concession Agreement or 3 months of issue of Environmental Clearance(EC)/Consent to Establish (CTE) to the Project whichever is earlier. During this time the concessionaire shall deposit the collected waste at a temporary storage area (over the HDPE bottom liner) within the landfill site and process it, in such way as possible. The Authority shall provide all the necessary certificates in seeking EC/CTE or other statutory clearances for the project and provide its extended support in obtaining the same.

Third Phase: The concessionaire shall start receiving and processing the MSW at processing plant; on or before first day of Fifth (5th) month and onwards of signing of Concession Agreement. The concessionaire shall complete the first cell of the engineered landfill within 4th month of signing of concession agreement or within 2 months of getting environment clearance whichever is earlier. The concessionaire shall finish the complete engineered landfill construction work within 9th month of signing of concession agreement. From the beginning of third phase and during the entire duration thereon, the waste collected and deposited shall be the responsibility of the concessionaire.

Rehabilitation & Reuse (Bio Mining & Remediation) of Existing Land Fill site: The Concessionaire shall complete Bio mining & Remediation of existing waste before 12 month of signing of concession agreement.

The first and second phase is given for procuring equipment, vehicles, recruiting & training manpower, installing related infrastructure for all activities, preparing micro plan for the operations of collection, transfer and transportation of municipal solid waste, setting up processing units (Pre-sorting cum recycling facility, and composting) and commissioning of the equipment, vehicles, trial runs. However, the public awareness activities (IEC) should begin at the 1st days in project area. The entire process of preparation of micro plan, procuring vehicles, recruiting and training manpower, commissioning of all the systems shall be completed within first and second phase mentioned above.

1.2.11 Project Financing: The cost would be recovered from tipping fee per ton of MSW quoted by Concessionaire. The Concessionaire shall quote the tipping fee separately for the two components viz. i) collection & transportation operations and ii) processing & disposal of MSW. The criteria of tipping fee will be the only single criteria for selection of successful Bidder.

1.2.12 The tipping fee for the collection and transportation activities till the commencement of the processing and disposal facility should not exceed 60% of the total tipping fee quoted by the Bidder.

1.2.13 Payment Terms to Successful Bidder;

The Authority will pay to successful bidder as details given below:

The Authority will pay the tipping fee to successful bidder on the basis of minimum quoted rate per ton of MSW received at the gate of the processing facility.

The tipping fee shall be paid monthly only for the component of the work executed by the Concessionaire. That is to say, if the waste is not processed (once the processing facility is operational), then no tipping fee for the processing shall be paid.

The Authority shall pay 80% of the tipping fee for the component executed and the balance 20% payment will be made based on the performance criteria set out in the RFP document. The Tipping Fees shall be paid as per the provisions set forth in this Tender Document.

Inflation Adjustment

To give effect to inflation/deflation in the quoted tipping fees following procedure shall be adopted;

a) Various cost components in quoted tipping fees are assumed as follows:

- 15 % of Tipping Fees towards Fuel component (“W1“)
- 40 % of Tipping Fees towards Labour component (“W2“)
- 25% of Tipping fees towards rest of component (“W3“)

b) Following Formula shall be used for the revision of Tipping Fees:

- $T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * WPI_1 / WPI_0)) + (0.20 * T_0)$

Whereas:

- T_n = Revised Tipping Fees
- T_0 = Base Tipping Fees
- D_0 = Base Diesel price

- D_1 = Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) as on day of revision
- L_0 = Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)
- L_1 = Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government as on day of revision)
- WPI_0 = Base Monthly Wholesale Price Index (All Commodities) Rate published by Office of the Economic Advisor, Government of India on Monthly basis

WPI_1 = Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15th Day of previous month of Revision Date

W_1 = Weightage of Fuel Component in the overall Tipping Fees which is 0.15;

W_2 = Weightage of Labor component in the overall Tipping Fees which is 0.40;

W_3 = Weightage of Rest of the components in the overall Tipping fees which is 0.25

c) Revision Tipping Fees shall be done on 01st June of every year.

d) First revision shall be applicable after at least 6 months from the commencement of third phase as per clause 1.2.10 of RFP.

For Example, (** All Values and figures are hypothetical and are for understanding purpose only*):

$$TI = ((2000 * 0.15 * 60 / 50) + (2000 * 0.40 * 15000 / 10000) + (2000 * 0.25 * 147 / 142) + (0.20 * 2000)) = 2475$$

T_0	2000
W_1	0.05
D_1	60
D_0	50
W_3	0.45
L_1	15000
L_0	10000
W_4	0.33
WPI_1	147
WPI_0	142

1.2.14 Revenue Streams

From Sale of Compost - The concessionaire shall assess and understand the market for selling compost and make necessary arrangement for disposal of all compost material from the treatment & processing facility. The venue generated from selling of compost shall be 100% kept with the concessionaire.

From Sale of Recyclables – At the pre-sorting facility, recyclable materials such as paper, plastic, metal, glass, textiles would be recovered and could be sold to the local recycling market for revenue generation. The market price for different materials shall be identified by the bidders and accordingly this revenue stream may be considered by the bidders in their financial layout, while calculating tipping fees.

1.2.15 Time Schedules for implementation of daily work schedule

The Successful bidder shall adhere to the time schedule set out in the table below or as decided by the DMC for implementation of the Project. The successful bidders shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

Sr. No	Activity	Time Schedule
1.	Daily Door to Door collection of MSW from Various Households and commercial establishments.	6:00 AM to 09:00 AM
2.	Collection of waste from commercial areas and tourist areas: twice a day	6:00 AM to 08:00 AM & 4:00 PM to 06:00 PM
3.	Burial ground/ crematorium and play grounds	6:00 AM to 10:00 AM
4.	Markets	6:00 AM to 8:00 AM & 10:00 PM to 6:00 AM
5.	Transportation of MSW to Dry waste collection center/ segregation point and or processing /landfill site	As per the time schedule proposed by the DMC officials

1.2.16 Smart solutions for Solid waste management operations

DSCCL intends to implement a GIS/GPS enabled Solid Waste Management System to automate the entire process of waste collection to disposal, including online tracking of waste collection vehicles, their routes and activities at Temporary Transit Stations (TTS). The smart solid waste management system will track and monitor the following;

- i. Vehicle tracking – will give the live and archived location of all solid waste vehicles in Diu.
- ii. RFID based waste collection system - allow real-time tracking of waste collection.
- iii. This will be integrated MIS system of solid waste management operator to track the weight and type of waste collected per day.
- iv. Auto push SMS/ message to CO, DMC, CEO District Panchayat and Market and sanitation inspector of key data like- Amount of waste collected per day etc.

The detailed technical and functional requirement specification of the entire system is mentioned in SCHEDULE 9 of the draft Concession Agreement document.

1.3 Brief description of Bidding Process

- 1.3.1 The Authority invites bidders (the “Bidders”) through an open competitive bidding process to submit a Bid for the project in accordance with the RFP. A Bidder may either be a Bidding Company or a Consortium. A Bidding Company means a single entity submitting a Bid pursuant to the RFP. Consortium means a consortium of entities with a lead member and members submitting a Bid collectively pursuant to the RFP.
- 1.3.2 The Bidding Documents include this RFP, the draft Concession Agreement, the Information Memorandum and any other document issued by the Authority in relation to this Project, as may be modified and clarified from time to time by the Authority. The Bidding Process is a single stage process.
- 1.3.3 All Bidders are required to submit the Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize potential misunderstandings regarding how Bidders’ Bids will be interpreted by the Authority, the format in which Bidders will specify the fundamental aspects of their Bids has been broadly outlined in this RFP.
- 1.3.4 The Bids, submitted by the bidder, shall be valid for a period of not less than 180 days from the bid due date.
- 1.3.5 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s right to amend, alter, change, supplement or clarify the scope of work of the Concessionaire.
- 1.3.6 Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.3.7 The Bidders are required to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the work including implementation of the Project.

- 1.3.8 Bids are invited for the Project on the basis of lowest tipping fee rate per ton of MSW (the “**Tipping Fee Rate**”) charged to the Concerning Authority for implementing and operating the Project. The Concession Period is for a period of 20 years as indicated in the Concession Agreement. The Tipping Fee Rate as defined in the Concession Agreement shall constitute the sole criteria for evaluation of Bids. The Project will be awarded to the Bidder quoting the lowest Tipping Fee Rate. The tipping fee, which is the sole evaluation criteria for evaluation of bids, shall be a sum of tipping fee for Collection and Transportation and tipping fee for Processing and Landfilling.
- 1.3.9 In this RFP, the term “Successful Bidder” shall mean the Bidder who is seeking the lowest Tipping Fee Rate. Tipping Fee shall be payable in accordance with the provisions of the Draft Agreement. Tipping fees shall increase as per the adjustment given in clause 1.2.13.
- 1.3.10 Generally, the Successful Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and maybe invited to match the Bid submitted by the Successful Bidder in case such Successful Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.3.11 Further any other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.3.12 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail in the format given below to the officer designated.

Sl. No	Clause No.	Existing Provision	Clarification Required	Suggested Text for Amendment

- 1.3.13 The envelopes/communications shall clearly bear the following identification/ title: "Queries/Request for Additional Information: **“Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”**

1.4 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

1.	Officer inviting Bids	Manager Construction, Diu Smart City Ltd.
2.	RFP Downloading Start Date / Start Date of Sale of RFP Document	Date & Time: 19/03/2020 18:00 hrs Address: https://ddtenders.gov.in
3.	Last date to receive queries for Pre-bid meeting	Date & Time: 29/03/2020 14:00 hrs
4.	Date, Time and Place of Pre-Bid Meeting	Date & Time: 29/03/2020 16:00 hrs Address: Diu Smart City Ltd. C/o Diu Municipal Council Fort Road, Diu, Daman & Diu, India Phone No : +91 (02875)-252126, +91 (02875)-253638, 9586705143
5.	Last Date of Online Bid submission / End Date of Sale of RFP Document	Date & Time: 09/04/2020 14:00 hrs
6.	Last Date, Time and Place of physical submission of RFP document	Date & Time: 09/04/2020 16:00 hrs Address: Diu Smart City Ltd. C/o Diu Municipal Council Fort Road, Diu, Daman & Diu, India Phone No : +91 (02875)-252126, +91 (02875)-253638
7.	Date, Time and Place of Opening of Technical Bid	Date & Time: 11/04/2020 17:00 hrs
8.	Place, Date and Time for Opening of Financial Bid	To be communicated later

2 Instructions to Bidders

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. The term Bidder used herein would apply to both a single entity and a Consortium.
- 2.1.2 Bidder must be entities registered under the Indian Companies Act 1956 or 2013/ Partnership Firms/ Limited Liability Partnership Firms/ Proprietorship Firms/ registered NGOs/ individual company.
- 2.1.3 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Authority nor confer any right to the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.5 Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- 2.1.6 The Bid should be furnished in the formats specified in the RFP and signed by the Bidder’s authorized signatory. The Successful Bidder may be subsequently invited for signing the Concession Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

- 2.1.7 All bids must be accompanied by Bid Security of Rs. 17 lakhs (Rupees Seventeen lakhs only) deposited in the form of DD/FDR/BG as per format provided in Appendix-XII issued from a Scheduled/Nationalized Bank in India and in favour of the of **‘Chief Executive Officer, DSCL, Diu’** payable at Diu. The scanned copy of the bid security in the form of DD/FDR/BG shall be uploaded on website <https://ddtenders.gov.in> along with the Technical Bid. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security. The exemption seeking MSEs/Start-ups shall produce certificate of MSE registration/ Start-up recognition, as per guidelines of department of MSME/DIPP/GFR 2017 along with their technical bids.
- 2.1.8 The Bid Security shall have a validity period of not less than 180 days from the Bid due date.
- 2.1.9 Bid without Bid Security shall be summarily rejected except in case of exemption. Successful Bidder has to provide a Performance Security of Rs 85.00 Lakh (Rupees Eighty Five lakhs only) in the form of FDR/Bank guarantee of a Nationalized/Scheduled bank under the Agreement. The Bank Guarantee submitted as Performance Security of the concessionaire shall be released as per the schedule provided in clause 5.1 (b) of the Volume II: Concession Agreement.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become, the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12 This RFP is not transferable and can only be used by the person to whom it has been issued.

2.2 Eligibility of Bidders

For determining the eligibility of the Bidders the following shall apply

- 2.2.1 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of the Authority.
- 2.2.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a) 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; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
 - b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder, its Member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
 - d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
 - f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 2.2.3 In case the Bidder is a Consortium, the Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% (fifty-one percent). The nomination shall be supported by a Power of Attorney signed by all the members of the Consortium.

2.2.4 Members of the Consortium shall enter into a Consortium Agreement substantially in the form specified in this RFP (the “Consortium Agreement”), for the purpose of submitting the Consortium Agreement to be submitted along with the Bid.

2.2.5 The Consortium Agreement shall, inter alia:

- a) convey the intent to form a Project Company with shareholding/ownership equity commitments in accordance with this RFP;
- b) clearly outline the proposed roles and responsibilities of each Member and the Lead Member; brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- c) commit the minimum equity stake to be held by each Member, including the Lead Member, in the Project Company till the completion of Project after the execution of the Concession Agreement; and
- d) include a provision stating that all Members of the Consortium shall be jointly and severally liable for all the obligations of the Concessionaire in relation to the Project.
- e) Except as provided under the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority, as the case may be.

2.2.6 The Lead Member should submit a Power of Attorney, authorizing the signatory of the Bid. Other Members of the Consortium need not submit Power of Attorney, authorizing the signatory of the Bid.

2.2.7 The members of the Consortium shall form an appropriate Special Purpose Vehicle (the “SPV”) to execute the Project if awarded to the Consortium. The SPV formed for this project needs to be specific to this contract only. On completion of this contract, the SPV shall be dissolved.

2.2.8 An individual Bidder cannot at the same time be member of a Consortium applying for selection. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for selection;

2.2.9 Any award of concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

- 2.2.10 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated six months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of six months from the date of commercial operation of the Project.
- 2.2.11 Any entity which has been barred/blacklisted by the Central/ State Government/ UT, or any entity controlled by it, from participating in any project, and the bar/blacklisting subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.2.12 A Bidder including any Consortium Member or Associate should have neither been barred/blacklisted by the Central/State Government/UT, or any entity controlled by it, from participating in any project, nor the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws) for breach by such Bidder, Consortium Member or Associate.
- 2.2.13 The following conditions shall be adhered to while submitting a Bid:
- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.
 - b) in responding to the selection submissions, Bidders should demonstrate their capabilities; and
 - c) In case the Bidder is a Consortium, each Member should substantially satisfy the selection requirements to the extent specified herein.

2.3 Change in composition of the Consortium

- 2.3.1 Number of members in a consortium shall not exceed 3 (three). The Bid should contain the information required for each member of the consortium.
- 2.3.2 Change in composition of the Consortium will not be permitted by the Authority after the Bid due date.

2.4 Change in ownership

- 2.4.1 The Selected Bidder shall cause the Concessionaire to ensure and procure that the Selected Bidder/Concessionaire shall not undertake or permit any Change in Ownership of the shareholding in the paid up Equity capital of the Concessionaire in contravention of the terms set out herein;
- 2.4.2 The Selected Bidder (individual entity/ Consortium as a whole) shall, incorporate a wholly owned, private/ public, limited liability company under the Companies Act, 2013 as an SPV with its registered office at Diu to act as the Concessionaire. It is hereby clarified that, as on the execution date and thereafter until the first 5 years (Lock in Period) commencing from the execution date of concession agreement, the Selected Bidder (individual entity/Consortium as a whole) shall hold 100% shareholding of the paid up Equity [as defined in Concession Agreement] share capital of the concessionaire commencing from the Execution Date of the concession agreement until expiry of five years thereafter, and shall hold at least 51% (fifty one per cent) shareholding of the subscribed and paid up equity of the Concessionaire at all times during the remaining Concession Period i.e. from expiry of aforesaid five years period until end of concession period. Further, in case of Consortium bidding entity, besides the foregoing shareholding requirement, the bidding Consortium shall ensure that the Lead Member thereof holds at least 51% shareholding in the paid up equity capital of the Concessionaire during Lock-in-Period, and the other member of consortium shall hold during Lock in Period minimum 10% (ten per cent) shareholding in the paid up equity capital of the Concessionaire; and after the expiry of Lock-in -Period, the Lead Member shall be required to hold at least 26% shareholding in the paid up equity capital of the Concessionaire commencing from the expiry of Lock-in-Period until expiry of concession period with the aggregate shareholding of the Consortium member in the Concessionaire shall not be less than 51%. No change in shareholding of the selected bidder [either single Bidding Entity/ Bidding] as set out herein and (as to be reiterated in the Consortium Agreement) in the Concessionaire shall take place;

2.4.3 In the event, the Selected Bidder is a Consortium, besides the aforesaid minimum equity shareholding requirement during the remaining term of the Concession Agreement (from 6th year onward), the aggregate equity share capital of the Lead Member in the issued, subscribed and paid-up equity share capital of the Concessionaire shall not be less than 26% (twenty six per cent) during the remaining term of the Concession Agreement (from 6th year onward) with the aggregate shareholding of the Consortium member in the Concessionaire shall not be less than 51%.

2.5 Cost of bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Number of Bids

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case maybe for the same Project.

2.7 Site visit and verification of information

Bidders are encouraged to submit their respective bids after visiting the Project site and Project Coverage Areas and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.8 Acknowledgement by Bidder

2.8.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.7 above;
- c) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.7 above shall not be a basis for any claim for compensation, damages,

extension of time for performance of its obligations, loss of profits, or a ground for termination of the Concession Agreement by the Concessionaire; and

e) Acknowledged that it does not have a Conflict of Interest.

2.8.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to accept or reject any or all Bids

2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.9.2 The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority the supplemental information sought by the Authority for evaluation of the Bid.
- c) If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to match the Successful Bidder/ submit their Bids in accordance with the RFP; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority including annulment of the Bidding Process.

2.9.3 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.10 Verification and Disqualification

2.10.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.10.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered; or
- b) the Bidder does not provide, within the time specified by the Authority the supplemental information sought by the Authority for evaluation of the Bid.

2.10.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Authority reserves the right to select the Bidder which proposed the second lowest quote as Successful Bidder or cancel the Bidding Process.

B. DOCUMENTS

2.11 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addendum issued in accordance with Clause 2.13 and any clarifications and interpretations issued in accordance with Clause 2.12.

Volume I	Request for Proposal (RFP) Document	
	Invitation for Bids	Appendices
	Section 1. Introduction	I. Letter for the Bid
	Section 2. Instructions to Bidders	II. Details of the Bidder
	Section 3. Bid Contents, Eligibility Criteria and Evaluation of Bids	III. Technical Capacity of the Bidder
	Section 4. Fraud & Corrupt Practices	IV. Financial Capacity of the Bidder
	Section 5. Pre Bid Conference	V. Statement of Legal Capacity
	Section 6. Penalty Clause	VI. Anti-Collusion Certificate
	Section 7. Arbitration	VII. Power of Attorney for signing of Bid
	Section 8. Miscellaneous	
	Section 9. Forms of Bid Submission	

		VIII. Power of Attorney for Lead Member of Consortium IX. Consortium Agreement X. Approach & Methodology XI. Letter comprising the Financial Bid XII. Format of Bank Guarantee for Bid Security
Volume II	Draft Concession Agreement	

2.12 Clarifications

- 2.12.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by email in accordance with Clause 1.3.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid due date. The responses will be sent by e-mail. There shall be a pre-bid conference on the date, time and place as specified in clause 1.4. The bidder shall be free to participate.
- 2.12.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.12.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.12.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority including its employees or representatives shall not in any way or manner be binding on the Authority.

2.13 Amendment of RFP

- 2.13.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addenda.

2.13.2 Any Addendum thus issued will be sent to the bidder through email.

2.13.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid due date.

C. PREPARATION AND SUBMISSION OF BID

2.14 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid maybe in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15 Format and signing of Bid

2.15.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.15.2 The Bidder shall submit the Bid online as per the information provided therein. In addition, the Bidder shall also submit 1 (one) set of its Bid clearly marked "ORIGINAL" and 1 (one) copy of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.15.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initiated. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid. The Bid shall contain page numbers.

2.16 Sealing and Marking of Bids

2.16.1 The Bidder shall submit the Bid in the format as specified in this RFP together with the relevant documents in three separate envelopes duly marked as:

- a) "Envelope 1- Bid Security"
- b) "Envelope 2- Technical Bid"
- c) "Envelope 3- Financial Bid"

2.16.2 Each of the envelopes shall be addressed to the Authority as follows:

ATTN. OF: **The Manager Construction, Diu Smart City Ltd.**

2.16.3 Each of the envelopes shall be placed in an outer envelope, which shall be sealed and shall clearly bear the following identification.

“Bid for Development of Integrated Municipal Solid Waste Management System for entire Urban and Rural Areas of Diu District Including Diu Municipal Council through PPP model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”

2.16.4 The outer envelope shall clearly indicate the name and address of the Bidder. In addition, the Bid due date should be indicated on the right hand corner of each of the envelopes.

2.16.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.16.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.17 Bid Due Date

2.17.1 Bids should be submitted on or before the Bid due date and time, at the address provided in Clause 1.4 in the manner and form as detailed in this RFP.

2.17.2 The Authority may, in its sole discretion, extend the Bid due date by issuing an Addendum in accordance with Clause 2.13 uniformly for all Bidders.

2.18 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modifications/ substitution/ withdrawal of Bids

2.19.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid due date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid due date.

2.19.2 The modification, substitution or withdrawal notice shall be prepared, sealed marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority shall be disregarded.

2.20 Validity of Bids

The Bids shall be valid for a period of not less than 180 days from the Bid due date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.22 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.23 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

D. BID SECURITY

2.24 Bid Security

- 2.24.1 The Bidder shall furnish as part of its Bid a Bid Security of amount as stipulated in Notice Inviting Tender. The Bid Security cost shall be deposited in the form of DD/FDR/BG as per format provided in Appendix-XII issued from a Scheduled/nationalized bank in India and in favour of the Chief Executive officer, DSCL, Diu. The scanned copy of the DD/FDR/BG for bid security shall be uploaded on website <https://ddtenders.gov.in> along with the Technical Bid. The Bid Security shall have a validity period of not less than 180 days from the Bid due date. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or start-ups as recognised by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security. The exemption seeking MSEs/Start-ups shall produce certificate of MSE registration/ Start-up recognition, as per guidelines of department of MSME/DIPP/GFR 2017 along with their technical bids
- 2.24.2 Any Bid not accompanied by a Bid Security, except in case of exemption, shall be summarily rejected by the Authority as nonresponsive.
- 2.24.3 The Bid Security of unsuccessful Bidders will be returned by the Authority without any interest, as promptly as possible after execution of the Concession Agreement with the Concessionaire or when the Bidding Process is cancelled by the Authority. Where the Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidders.
- 2.24.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing a performance security of an amount of Rs. 85.00 Lakh (Rupees Eighty Five lakh only) (the "Performance Security") in the form attached to the draft Concession Agreement. The performance security shall be released as per the schedule provided in clause 5.1 of the draft concession agreement.
- 2.24.5 The Authority shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Authority under the RFP, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - b) If a Bidder modifies or substitutes (without the prior written approval of the Authority or withdraws its Bid during the period of Bid validity as specified in this RFP;
 - c) In the case of a Successful Bidder, if within the specified time limit:

- i. it fails to incorporate a Project Company or such Project Company fails or refuses to sign the Concession Agreement; or
- ii. the Project Company fails to provide the Performance Security in accordance with the Bidding Documents.

3 Bid Contents, Eligibility Criteria and Evaluation of Bids

3.1 Contents of the Bid

3.1.1 The Bid should be submitted in three parts in 3 envelopes.

The documents to be submitted in Envelope 1: Bid Security

- a) Each Bid must be accompanied by Bid Security of Rs. 17 lakhs (Rs Seventeen Lakhs Only) in the form of DD/FDR/BG as per format provided in Appendix-XII issued from a Scheduled/Nationalized Bank in favour of the '**Chief Executive Officer, DSCL, Diu**' payable at Diu. The scanned copy of the DD/FDR/BG for Bid security shall be uploaded on website <https://ddtenders.gov.in> along with the online Bid Submission.

The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission Bid Security. The exemption seeking MSEs/Start-ups shall produce certificate of MSE registration/ Start-up recognition, as per guidelines of department of MSME/DIPP/GFR 2017 along with their technical bids

3.1.2 The documents to be submitted in Envelope 2: Technical Bid shall include:

- i. Letter for Bid as per the format at Appendix-I
- ii. Details of Bidder as per the format at Appendix-II
- iii. Technical Capacity of the Bidder as per the format at Appendix-III
- iv. Financial Capacity of the Bidder as per the format at Appendix-IV
- v. Statement of Legal Capacity as per the format at Appendix-V
- vi. Anti-Collusion Certificate as per the format at Appendix-VI
- vii. Power of Attorney for signing the Bid as per the format at Appendix-VII
- viii. Power of Attorney for Lead Member of Consortium as per the format at Appendix-VIII
- ix. Consortium Agreement as per the format at Appendix-IX
- x. Approach and Methodology as per the format at Appendix-X

Enclose Copy of incorporating documents eg. Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed//Proprietary registration/ copy of registration as NGO etc.;

Enclose Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three (3) financial years;

3.1.3 The documents to be submitted in Envelope 3: Letter comprising the Financial Bid and shall include the rate quoted by the bidder in the predefined format Appendix XI herein referred to as "**Tipping Fee**". (The rate quoted in electronic format will be counted as valid only)

3.2 Eligibility Criteria

3.2.1 Technical Qualification Requirement

For demonstrating the technical qualification, the Bidder has to fulfil either of **Project Experience-A** or **Project Experience-B**.

Project Experience-A

The Bidder in over the last Five years preceding the bid due date, should have undertaken, Public Private Partnership (PPP) projects or on contract basis from Central/State Government or their undertakings/ Urban Local Bodies/Municipal Corporations/Municipal Council/PSUs (the "Eligible Projects") with

- i. Experience in Collection (either of Primary or secondary or both) of Mixed or Segregated Municipal Solid Waste/ Industrial solid Waste/Hazardous Waste/ Bio-Medical Waste (excluding e-waste and Construction and Demolition Waste) and Transportation to Processing Plant/Dumpsite/Landfill for:
 - One Project of minimum Capacity 50 MT/DayOr,
 - Two Project of average capacity of 30 MT/DayOr,
 - Three or more Projects of average capacity of 25 MT/Day

Note:

1. The eligible projects for collection and Transportation shall have been operated by the bidder/consortium member for a period of minimum one year in average of all projects.

AND,

- ii. Experience in Development (Design & Construction) and Operation of Compost/ RDF/ Waste to Energy or any other type of Municipal Solid Waste (MSW) processing plant with
 - One Project of minimum Capacity 50 MT/DayOr,
 - Two Project of average capacity of 30 MT/Day

Or,

- Three or more Projects of average capacity of 25 MT/Day

Note:

2. The eligible projects for MSW Processing Plant shall have been operated by the bidder/consortium member for a period of minimum six months in average of all projects.
3. For the eligible project in Processing Plant it is not necessary that the Claiming entity has experience of Project development (design & Construction) and Operation for the same project. The Bidder can claim the experience of Development (design & Construction) and Operation of different Project however both of such projects should meet the minimum eligibility criteria individually

AND,

- iii. Design, construction, operation and maintenance of engineered sanitary landfill facility for a minimum life of 10 years for least 50 MT/Day of waste. The bidders who do not have design, construction, operation and maintenance experience of engineered landfill are also eligible for bidding however such bidder has to submit an undertaking along with their technical bid, to engage an engineered landfill design, construction, operation and maintenance Contractor/partner within the time limit up to the commencing of the processing plant.

OR,

Project Experience-B

The Bidder in over the last Five years preceding the bid due date, should have undertaken, Public Private Partnership (PPP) projects or on contract basis from Central/State Government or their undertakings/ Urban Local Bodies/ Municipal Corporations/Council (the “Eligible Projects”) with

- i. Construction and Operation of one Integrated MSW facility including Collection and Transportation (either of Primary or secondary or both), design and construction and Operation of MSW processing plant and design, build construction, operation and maintenance of engineered landfill project in India for

- One Project of minimum Capacity 50 MT/Day

Or,

- Two Project of average capacity of 30 MT/Day

Or,

- Three or more Projects of average capacity of 25 MT/Day

Note:

1. The eligible projects for Integrated MSW facility shall have been operated by the bidder/consortium member for a period of minimum six months in average of all projects.

The entity (either individual or member of consortium) claiming the experience of the eligible project must hold minimum 26% (Twenty- Six percent) equity/share in the claimed eligible project throughout the project duration.

The Bidder (Individual/Consortium) shall attach certificate from its statutory Auditor/CA certifying the year-wise equity/share of the eligible project claiming entity in the project throughout the project duration.

The Bidder (either individually or along with the members of the Consortium) may quote experience in respect of a particular Eligible Project.

The Bidders are required to submit the proof of Experience in the form of notarized copy of work orders from the client/ contracts and certificate from the client for execution or completion of the claimed eligible Project. The Proof furnished by the Bidder should clearly state the scope of work undertaken by the Bidder/ its Consortium member and the associated details including the project cost, date of commencement of year, quantum of work undertaken and duration of work as per the Appendix III.

The entities that are evaluated for this requirement may be either the Bidding Company or any of the Members of the Consortium. Each single criteria described above must be complied by at least one Member of the Consortium (on its own; experiences of each Member of the Consortium may not be aggregated with that of other Members for the purposes of complying with each such criteria).

3.2.2 Financial Qualification Requirement

A. The Bidder (either individually or as a Consortium) shall have an Average Annual Turnover of Rs. 3 Crores (Rupees Three Crore only) in average over the last three financial years preceding the Bid due date.

B. The Bidder (either individually or as a Consortium) shall submit along with its Bid Solvency Certificate for minimum Rs. 2 Crores (Rupees Two Crores and Fifty Lakhs only) issued from a nationalized bank in India/

C. The Bidder should have a positive Net Worth in the close of preceding financial year.

Bidders are required to attach a certificate from its statutory Auditor/Chartered Accountant certifying the above financial qualifying criteria s.no. 'A' and 'C' along with Solvency Certificate, as proof along with the Bid.

3.2.3 If the Bidder does not meet either or both of the technical and financial qualification requirements described in Clauses 3.2.1 and 3.2.2, then the Bidder shall be disqualified from the Bidding Process, its Bid Security shall be returned, and its Technical and Financial Bids shall be returned to the Bidder unopened.

3.3 Opening of Bids

3.3.1 The Authority shall open the Bids on the time, date and place mentioned in Clause 1.4 in the presence of the Bidders who chose to attend.

3.3.2 The Bids for which a notice of withdrawal has been submitted shall not be opened.

3.3.3 In the event the Authority receives only one Bid, it may at its sole discretion open and evaluate such Bid, reject it, cancel the Bidding Process or launch a new bidding process.

3.4 Evaluation of Bids - Test of responsiveness

3.4.1 Prior to evaluating the Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a) it is received as per the format at Appendix I to Appendix X;
- b) it is received by the Bid due date including any extension thereof;
- c) it is signed, sealed and marked as stipulated in the RFP;
- d) it is accompanied by the Bid Security as specified in the RFP;
- e) it is accompanied by the power(s) of attorney as specified in the RFP;
- f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive or inconsistent in terms of the Bidding Documents.

3.5 Evaluation of Technical Bid

3.5.1 The Technical Bids of only those Bidders whose Bids were declared responsive as per Clause 3.4.1, and who meet both the technical and financial qualification requirements as per Clauses 3.2.1 and 3.2.2 shall be opened and evaluated. Bids that have been declared non-responsive or non-compliant shall be rejected by the Authority.

3.5.2 The Technical Bids shall contain all the elements described in the RFP. If a Bidder does not provide all the elements requested in its Technical Bid, then its Technical Bid shall be declared non-compliant by the Authority and shall be rejected. A Bidder whose Technical Bid has been declared non-compliant by the Authority shall be disqualified from the Bidding Process and its Bid Security shall be returned.

- 3.5.3 The evaluation of the Technical Bid shall be done on the basis of the criteria set forward in the clause 3.2.1 and 3.2.2 of the RFP document. The bidders who fulfils the minimum eligibility criteria's as mentioned in the clause 3.2.1 and 3.2.2 shall be considered qualified in the Technical Bid and be eligible for opening of their Financial Bids.
- 3.5.4 Experience for any activity relating to the Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by the Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.6 Evaluation of Financial Bid

- 3.6.1 The shortlisted Bidders adjudged as [responsive and technically qualified] at the end of the evaluation of Technical Bids shall be notified and informed of the date and time of opening of Financial Bids.
- 3.6.2 Financial Bids of short-listed Bidders shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.
- 3.6.3 Financial Bids of the short-listed Bidders would be evaluated on the basis of the rate of tipping fee per metric ton of MSW which will be weighed at the gate of the processing and disposal facility quoted by the Bidder as per the format in Appendix XI. The tipping fee quoted by the Bidder shall be inclusive of all direct and indirect costs and taxes incurred to carry out the work as defined under scope of work.
- 3.6.4 A detailed evaluation of Financial Bid would be done to ensure that the Financial Bid Parameter quoted is free from computational errors. The Financial Bid having computational error(s) may be deemed as non-responsive.
- 3.6.5 The Financial Bids would then be ranked in ascending order of the validated Financial Bid Parameter, with the Bidder quoting the lowest Tipping fee shall be ranked First as [L1] and the Bidder quoting the second lowest Financial Bid Parameter shall be ranked Second as [L2] and soon.
- 3.6.6 The Bidder ranked first in accordance with the above procedure would be declared as the Preferred and/ or Successful Bidder.
- 3.6.7 In the event that the Successful Bidder withdraws or is not selected for any reason in the first instance (the "first round"), the Authority may invite the second lowest Bidder to revalidate or extend its respective Bid Security, as necessary, and match the Bid of the aforesaid Successful Bidder (the "second round").

- 3.6.8 In the event that the second lowest Bidder do not offer to match the Successful Bidder in the second round as specified in Clause 3.6.7, the Authority may, in its discretion, invite Bid (the “third round”) from the third lowest Bidder, or annul the Bidding Process, as the case may be.
- 3.6.9 In the event that two or more Bidders quote exactly the same lowest validated Financial Bid Parameter for the project, then the Authority reserves the right either to,
- i. Invite fresh Bids from these Bidders; or
 - ii. Take any such measure as may be deemed fit in its sole discretion/ negotiation with each bidder separately/annulment of the bidding process;
- 3.6.10 For clarification, it is reiterated, that the tipping fee, which is the sole criteria for evaluation of financial bid shall be stated in two parts which is tipping fee for the collection and transportation, and tipping fee for processing. The bidders will be evaluated on the basis of tipping fee which shall be a sum of these two components. Tipping fee = Collection and transportation tipping fee + Processing tipping fee.

3.7 Selection of the Successful Bidder

- 3.7.1 The Bidder whose Bid is declared responsive and compliant as per Clauses 3.4, 3.5 and 3.6 and who has in its Financial Bid offered the lowest Tipping Fee shall be declared as the successful Bidder.

3.8 Issue of the Letter of Award and execution of the Concession Agreement

- 3.8.1 Subsequent to the selection of a Successful Bidder, a letter of award ("LoA" or "Letter of Award") shall be issued to the Successful Bidder by the Authority within 15 days from the date of selection of successful bidder, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and to execute the Concession Agreement within 10 days from the issue of the letter of award (work order). The Authority will promptly notify other Bidders that they have been unsuccessful and their Bid Security shall be returned within 15 days, without interest, of the signing of the Concession Agreement with the Concessionaire. The letter of award shall be done only on the basis of Performance Security of Rs. 85.00 Lakh (Rupees Eighty Five lakhs only).

- 3.8.2 Failure by the Successful Bidder to comply with the requirements mentioned in Clauses 3.8.1, 3.8.3, 3.8.4, 3.8.5 and 3.9 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:
- a) either invite the Bidder with the second lowest quote to match the Bid submitted by the Successful Bidder; or
 - b) call for fresh Bids from the remaining Bidders; or
 - c) take any such measure as may be deemed fit in the sole discretion of the Authority including annulment of the Bidding Process.
- 3.8.3 After the issue of the LoA, the Successful Bidder shall incorporate a special purpose company specifically formed and incorporated in India only for the purpose of undertaking the Project pursuant to the Concession Agreement (the "Project Company"). The Successful Bidder shall ensure that the Project Company is incorporated and capitalized within 15 days from the date of issue of the LoA and promptly upon such incorporation and capitalization provide evidence thereof to the Authority.
- 3.8.4 Subject to the terms of the Concession Agreement, in the event that the Successful Bidder is a Bidding Company, the shareholding of the Project Company shall be owned directly by such Bidding Company. In the event that the Successful Bidder is a Consortium, the shareholding of the Project Company shall be owned directly by the Members in accordance with the terms of the Bidding Documents and the Consortium Agreement.
- 3.8.5 The Project Company shall execute the Concession Agreement within 30 days from the date of issue of the LoA. On the date of signing of the Concession Agreement, the Concessionaire shall provide the Authority with a Performance Security as defined in the Concession Agreement.

3.9 Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives/advisers on matters related to the Bids under consideration.

3.10 Other Conditions

- 3.10.1 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.10.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.10.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.10.4 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from the evaluation/ score of the Bidder.

3.11 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or The Authority or as may be required by law or in connection with any legal process.

3.12 Clarifications

- 3.12.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 3.12.2 If the Bidder does not provide clarifications sought under Clause 3.12.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 3.12.3 Requests for clarifications shall be made by email. Responses to requests shall be made by email, except where the Authority expressly requests otherwise in the request for clarification.

4 Fraud and Corrupt Practices

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject any Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, in the LoA or the Concession Agreement, the Authority 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 Bidder or Concessionaire, as the case may be, if it determines that the Bidder or 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 in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

4.3 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LoA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Authority 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 during the Bidding Process, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority 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.

4.4 For the purposes of this Clause 4, the following terms shall have the meaning herein after respectively assigned to them:

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

engaging in any manner whatsoever, directly or indirectly, any official of the 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 Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 3 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;

- (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, action in the Bidding Process;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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.

5 Pre-Bid Conference

5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and at the place prescribed in Clause 1.4. Bidders can purchase the RFP document from the Authority's office and send their queries in writing before the conference date as prescribed in Clause 1.4. Only duly authorized representatives of the Bidders shall be allowed to participate in the pre-bid conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 The Bidder should send in their queries at least 1 day before the date mentioned in the Pre-Bid conference in the following format:

Sl. No	RFP Document Page No.	Existing Provision	Clarification required	Suggested change

5.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 Penalty Clause

6.1 20% of the total payment of the successful bidder shall be dependent on successful work completion. Work shall be deemed to be completed successfully if none of the disincentives mentioned in clause no. 7.3 of Article 7 Volume-II: Concession agreement or any other disincentive mentioned anywhere else in the Concession agreement apply. In case Concessionaire commits any of the default mentioned in Concession agreement, the amount mentioned against such disincentive shall be deducted from the monthly amount due.

6.2 If the successful bidder fails to perform duties according to the agreement, a notice regarding the same for getting the explanation of the selected agency will be given by the Authority and at least 15 days' time will be given to the selected Bidder to explain the reasons for the non-performance, failing which or if the reasons found unsatisfactory, the Authority will have the right to terminate the agreement and to forfeit all the performance guarantee/security money.

6.3 In the event of delay in completing the Project as per the Scheduled Project Completion Date, the Authority shall, at its discretion, impose penalty for an amount not exceeding 0.02% of the Project Cost per week up to a maximum of 5% of the Project Cost.

7 Arbitration

All the disputes regarding the non-performance of the duties of the selected bidder will be referred to the Planning and Development Authority (PDA) of Diu and the decision of the PDA regarding the disputes will be final and acceptable to both the parties.

8 Miscellaneous

8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Diu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Documents and / or Bidding Process.

8.2 The Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (f) amend, modify or reissue the Bidding Documents or any part thereof; and/or
- (g) accept or reject any or all of the Bids.

9 Forms of Bid Submission

APPENDIX I: Letter for Bid

(On the letter head of the Bidder / Lead Member)

Dated:

To,
The Chief Executive Officer,
Diu Smart City Ltd,
Diu.

Sub: Bid for Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis

Dear Sir/Madam,

With reference to your RFP document dated 2020, I/we, having examined the Bidding Documents and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that I/We shall be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/ We shall make available to (“The Authority”) any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/ We acknowledge the right of to reject our Bid without assigning any reason or otherwise and hereby waive my/ our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last five years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/ any of the Members].

6. I/We certify that we are not barred by any Central/State Government/Urban Local Bodies/Municipal Corporations or Councils in India or the Government of India, or any public agencies from participating in similar projects as on ----- (“Bid due date”).
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Project Documents, including any addendum issued by the Authority;
 - b. I/We do not have any Conflict of Interest;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with.....or any other public sector enterprise or any government, Central or State;
 - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
10. I/We declare that I/ we/ any Member, am/ are not a member of a/ any other Consortium applying for the Project.
11. I/ We certify that I/ we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charged by any government agency or convicted by a court of law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against me/ us/ any Member or against our chief executive officer or any of my/ our directors/ managers/ employees.
14. The Statement of Legal Capacity as perform at provided in Appendix V of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix VII and VIII respectively of the RFP, are also enclosed.
15. I/ We understand that the Successful Bidder shall be required to incorporate and capitalize a

Project Company in accordance with the Bidding Documents prior to execution of the Concession Agreement.

- 16. I/ We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by In connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 17. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
- 18. I/ We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.

In witness thereof, I/ We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

(Signature of the authorized signatory)

Place:

(Name and designation of the authorized signatory)

(Name and seal of the Bidder/ Lead Member of the Consortium)

APPENDIX II: Details of Bidder

[On the letter head of the Bidding Company/Members of Consortium]

1. Details of the Bidder
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Nature of Incorporation of organization
 - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (e) Date of incorporation and/ or commencement of business: (Please provide a true copy of the incorporation certificate/registration certificate):

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Consortium Agreement, should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Name of Member	Role	Percentage of equity in the Consortium

--	--	--

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium: _____

Sl. No	Criteria	Yes / No
1	Has the Bidder/ constituent of the Consortium been barred/blacklisted by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?	
2	If the answer to 1 is yes, does the bar/blacklisting subsist as on the date of Bid?	
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 10% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 years?	

6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

APPENDIX III: Technical Capacity of the Bidder

Name of the Bidder:

Sl. No	Category	Project Title	Quantity of MSW handled	Experience Documents Enclosed
Project Experience- A				
1	Collection (either Primary or secondary or both) of Mixed or Segregated Municipal Solid Waste/Industrial solid Waste/Hazardous Waste/ Bio-Medical Waste (excluding e-waste and Construction and Demolition Waste) and Transportation to Processing Plant/Dumpsite/Landfill	1		
		2		
		3		
		4		
2	Development (Design & Construction) and Operation of Compost/RDF/Waste to Energy or any other type of Municipal Solid Waste (MSW) processing plant	1		
		2		
		3		
		4		
3	Design, construction, operation and maintenance of engineered sanitary landfill facility	1		
Or,				
Project Experience- B				
1	Development (Design & Construction) and Operation of one Integrated MSW facility including Collection and Transportation (either Primary or secondary or both),	1		

	design and construction and Operation of MSW processing plant and design, build construction, operation and maintenance of engineered landfill project in India for				
--	---	--	--	--	--

Note:

1. Only Eligible Projects as per Clause 3.2.1: Technical Qualification Requirement to be presented in Table above
2. If the Bidder has not Eligible Project experience for Project Experience- A S.no. 3, an undertaking has to be submitted by the Bidder on its letter head as stipulated in Clause 3.2.1

APPENDIX IV: Financial Capacity of the Bidder

(To be forwarded on the letterhead of the Single Entity Bidder/ Lead Member of Consortium)

Bidder Type	Member Code	Turnover		
		Year 1	Year 2	Year 3
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
TOTAL				

Average Annual Turnover of the Bidder (Individual/Consortium) in Preceding three financial year preceding the Bid due date is INR/(INR Only)

Bidder to attach Solvency certificate of minimum INR 2 Crore (INR Two Crore) issued from a Nationalized Bank in India.

Note:

1. The Bidder/ Members of the Consortium will attach copies of the balance sheets, financial statements and audited annual reports for 3 years preceding the Bid Due Date. The financial statements will:
 - (a) reflect the financial situation of the Bidder or Members of the Consortium;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods will be requested or accepted, if no audited results area available for such partial periods).
2. Year 1 will be the latest completed financial year, preceding the bidding.
3. The Bidder will provide Statutory Auditor's/ Certificate specifying the net cash accruals and Net Worth of the Bidder and also specifying the methodology adopted for calculating them.

4. If the annual accounts for the latest financial year are not audited, the Bidder will provide the provisional annual accounts for the latest financial year. The provisional annual accounts will be accompanied by an undertaking by the Bidder to the effect that:
 - (a) If it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the latest financial year within 2 months of the signing of the Concession Agreement; and
 - (b) Such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its Bid.
5. Member Code will indicate NA for Not Applicable in case of a single entity Bidder. For other members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

APPENDIX V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Dated:

To,
The Chief Executive Officer,
Diu Smart City Ltd,
Diu.

Dear Sir/Madam,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert member's name) will act as the Lead Member of our consortium¹.

We have agreed that (Insert individual's name) will act as our representative/ will act as there presentative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

*For and on behalf of.....

¹ Please strike out whichever is not applicable.

APPENDIX VI: Anti-Collusion Certificate

(To be forwarded on the letterhead of the Single Entity Bidder/ Lead Member of Consortium)

Ref. Dated:

To,
The Chief Executive Officer,
Diu Smart City Ltd,
Diu.

Dear Sir/Madam,

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

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

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

Dated thisday of....., 2020.

..... (Name of the Bidder)

(Signature of the Bidder/ Authorised Person)

.....

(Name of the Authorised Person)

APPENDIX VII: Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name)..... son/daughter/wife of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis (the “Project”) proposed or being developed by the Diu Smart City Ltd. (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2020.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Notes:

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

APPENDIX VIII: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the Diu Smart City Ltd (the “Authority”) has invited Bids from interested parties for development of Integrated Solid Waste Management System for Entire Urban and Rural Areas of Diu District Including Diu Municipal Council through PPP model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis (the “Project”).

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP), and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS We, having our registered office at, and M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (herein after referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the /contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney

in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2020.

For
(Signature).....
(Name & Title)

For
(Signature).....
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

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

APPENDIX IX: Consortium Agreement

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (herein after referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (herein after referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (herein after referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

1. The Diu Smart City Ltd, hereinafter referred to as (the “Authority”) has invited Bids by its Request for Proposal No. dated(the “RFP”) for qualifying and selecting bidders for developing an “Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (“the Project”)
2. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
3. It is a necessary condition under the RFP that the members of the Consortium shall enter into a concession agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Project Company under the Indian Companies Act 1956 as required by and in accordance with the Bidding Documents for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;
- (b) Party of the Second Part shall be and
- (c) Party of the Third Part shall be

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, Concession Agreement and for the performance of the Concessionaire’s obligations under the Concession Agreement.

6. Shareholding in the Consortium

- (a) The Parties agree that the proportion of shareholding among the Parties in the Project Company shall be as follows:

- First Party:
- Second Party:
- Third Party:

- (b) Subject to the terms of the Concession Agreement, the Lead Member shall throughout for..... years hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the Project Company; and
- (c) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Change in ownership

The parties shall not undertake or permit any Change in Ownership of the shareholding in the paid up Equity capital of the Concessionaire in contravention of the terms set out herein;

The Selected Bidder (individual entity/ Consortium as a whole) shall, incorporate a wholly owned, private/ public, limited liability company under the Companies Act, 2013 as an SPV with its registered office at Diu to act as the Concessionaire. It is hereby clarified that, as on the execution date and thereafter until the first 5 years (Lock in Period) commencing from the execution date of concession agreement, the Selected Bidder (individual entity/ Consortium as a whole) shall hold 100% shareholding of the paid up Equity [as defined in Concession Agreement] share capital of the concessionaire commencing from the Execution Date of the concession agreement until expiry of five years thereafter, and shall hold at least 51% (fifty one per cent) shareholding of the subscribed and paid up equity of the Concessionaire at all times during the remaining Concession Period i.e. from expiry of aforesaid five years period until end of concession period. Further, in case of Consortium bidding entity, besides the foregoing shareholding requirement, the bidding Consortium shall ensure that the Lead Member thereof holds at least 51% shareholding in the paid up equity capital of the Concessionaire during Lock-in-Period, and the other member of consortium shall hold during Lock in Period minimum 10% (ten per cent) shareholding in the paid up equity capital of the Concessionaire; and after the expiry of Lock-in -Period, the Lead Member shall be required to hold at least 26% shareholding in the paid up equity capital of the Concessionaire commencing from the expiry of Lock-in-Period until expiry of concession period with the aggregate shareholding of the Consortium member in the Concessionaire shall not be less than 51%. No change in shareholding of the selected bidder [either single Bidding Entity/ Bidding] as set out herein and (as to be reiterated in the Consortium Agreement) in the Concessionaire shall take place;

In the event, the Selected Bidder is a Consortium, besides the aforesaid minimum equity shareholding requirement during the remaining term of the Concession Agreement (from 6th year onward), the aggregate equity share capital of the Lead Member in the issued, subscribed and paid-up equity share capital of the Concessionaire shall not be less than 26% (twenty six per cent) during the remaining term of the Concession Agreement (from 6th year onward) with the aggregate shareholding of the Consortium member in the Concessionaire shall not be less than 51%.

9. Termination

This Consortium Agreement shall be effective from the date hereof and shall continue in full force and effect and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Consortium Agreement will stand terminated in case

the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

10. Miscellaneous

This Consortium Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEADMEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRDPART

(Signature)

(Name)

(Designation)

(Address)

Notes:-

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the

executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and the Authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX-X: Approach and Methodology

The Bidders shall provide a Technical Proposal based on the requirements given in the RFP, setting out the proposed plan for implementation of the Project. The Technical Bid shall comprise the technical approach and methodology for collection and transportation, processing and disposal of MSW, implementation schedule and timelines, manpower deployment etc. The Technical Bid shall be in adherence to the SWM Rules 2016 and the requirements set out in the draft Concession Agreement.

The Bidders shall submit their Technical Bid in line with the contents provided in the table below.

Sl. No.	Parameter	Criteria for Assessment
1	<ul style="list-style-type: none"> • Methodology statement out lining appreciation of the project • Design standards and basis of calculation of capital and operating costs. The estimated project costs for the entire project life-cycle should be provided, including clearly the capital cost to be incurred to achieve the COD • Present the type, quantity and periodicity of replacement of infrastructure (bins, push-carts, tools) and vehicles to be provided for execution of the project • Area allocation statement– set out the area utilization plan for the New Site and Project Facilities including the secondary waste collection bins, processing facility, any other facilities and common areas etc. • Implementation Plan – present a detailed activity schedule along with milestones in line with the requirements set out in the Concession Agreement. This should include a schedule for procuring, installing, deploying equipment (including bins, pushcarts, ancillary equipment as applicable) for collection, transportation and disposal of MSW in the Site. This should also outline the timeline 	<p>Compliance with requirements set out in the Concession Agreement Applicability to the local context</p> <p>Realistic nature of plan and time-lines proposed</p> <p>Consistency of assumptions with the proposed Plan and costing</p>

Sl. No.	Parameter	Criteria for Assessment
	envisaged for obtaining various Government approvals	
2.	<p>Operation & Maintenance Plan</p> <ul style="list-style-type: none"> • Process Flow Chart and Material Balance Statement setting out the activities and the outputs at each stage • Calculations and methodology for operations with respect to collection, transportation, processing & disposal of MSW in the Site. • Timelines and frequency for carrying out and completion of various activities – this should include a) collection of MSW from various waste generators in the Project area; b) bin cleaning including transportation from the bins to the processing facility and disposal of MSW 	<p>Plan should be in line with the costing presented</p> <p>Applicability of the plan to local context</p> <p>Compliance with requirements set out in the Concession Agreement</p>
3	Resource utilization statement indicating the proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities. The maintenance (regular & emergency) schedules should also be indicated over the Concession Period.	
4	<p>Organization & Staffing</p> <p>Bidders should present the calculations for manpower requirement for different parts of the SWM value-chain. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, number of shifts per day of operations and roles and responsibilities Bidders should indicate the number of staff to be sourced locally.</p>	<ul style="list-style-type: none"> • Adequacy of proposed organization • Well defined roles & responsibility that enable the proposed Technical and O&M Plans • Local staffing in line with Government expectations (as set out in the Information Memorandum)

Sl. No.	Parameter	Criteria for Assessment
5	<p>Change Management Plan Bidders should propose the strategies and technology framework to support project implementation and transition to the new system;</p> <p>a) Plan during transition from run system to private run system b) Information, Education and Communication awareness campaigns and related initiatives to be launched c) Mechanism for grievance redressal and/or customer service</p>	Prudency of the proposed plan in line with local context
6	<p>Project Sustainability Plan Bidders should provide a plan for sustainability of project covering marketing aspects and sale of end products from MSW processing primarily compost and recyclables.</p> <p>a) Appropriateness and relevance of the waste treatment technology b) Potential revenue sources including proposed tie-ups for sale of compost c) Marketing plan for end products</p>	Realism of the proposed Plan
7	<p>Environment, Health & Safety Policy and Practice The Bidders shall indicate the environment, health and safety policies and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odor, fire, surface runoffs etc. needs to be elaborated.</p>	Compliance with the requirements set out in the Concession Agreement

APPENDIX-XI: Letter Comprising the Financial Bid

Ref. Dated:

To,
The Chief Executive Officer,
Diu Smart City Ltd,
Diu.

Sub: Financial Bid for Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis.

Dear Sir/Madam,

With reference to your RFP document dated -----, I/we, having examined the Bidding Documents and understood their contents, I/We hereby submit our Bid and quote the following Tipping Fee Rate for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Project Components	Tipping Fee Rate	
	In figures	In words
Collection and Transportation		
MSW Processing & Disposal Facility		
Total		

Note:

- i. The tipping fee for the collection and transportation activities till the commencement of the processing and disposal facility should not exceed 60% of the total tipping fee quoted by the Bidder.
- ii. The quoted price shall be inclusive of all the taxes and duties as applicable.
- iii. The quote will be escalated as per the inflation adjustment mentioned in clause 1.2.13.
- iv. Bidder to take in to account the existing Vehicles and Equipment of the Authority as provided in Clause 3.1. Volume III: Project Information Memorandum, currently used by it in Collection and Transportation and should quote the Tipping fees equivalently discounted. The Authority may ask the details of accounted price of the existing assets to be handed over to concessionaire.

For

Sign:

Name: (Authorized Signatory)

Yours faithfully

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidders/Lead Member

Date:

Place:

APPENDIX-XII: Format of Bank Guarantee for Bid Security

Beneficiary Details:

To,
The Chief Executive Officer,
Diu Smart City Ltd,
Diu.

B.G No. Dated:

1. In consideration of you, the Diu smart city Ltd (“the Authority”), having its office at _____ having agreed to receive the Proposal of M/s _____ [a company registered under provision of _____] and having its registered office _____ (Insert the Name of Consortium if Bidding as Consortium) [and acting on behalf of self and its consortium] (herein after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “Development of Integrated Municipal Solid Waste Management System for the entire Urban and Rural Areas of Diu District including Diu Municipal Council through PPP Model on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (here in after referred to as “the Project”). Pursuant to the RFP document dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (herein after referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____/- (Rupees _____) as bid security (herein referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of

the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____)

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty days) from the Proposal Due Date inclusive of a claim period of 60 (sixty) days (i.e. until _____) or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

DRAFT CONCESSION AGREEMENT

Between

DIU MUNICIPAL COUNCIL

acting through its Chief Officer on this behalf

AND

**DISTRICT PANCHAYAT, DIU, UT OF
DAMAN AND DIU**

acting through its Chief Executive Officer on this behalf

AND

DIU SMART CITY LIMITED

acting through its Chief Executive Officer on this behalf

AND

..... **(CONCESSIONAIRE)**

For

**Development of Integrated Municipal Solid Waste Management
System for entire Urban and Rural areas of Diu District including Diu
Municipal Council through PPP Model on Design, Build, Finance,
Operate & Transfer (DBFOT) Basis**

Volume-II

Tender No. 01/2019-20/DSCL-Diu

Contents

1	Definitions and Interpretation	9
1.1	Definitions	9
1.2	Interpretation	18
1.3	Scope of Work.....	18
2	Concession	38
2.1	Grant of Concession	38
2.2	Concession Period.....	38
2.3	Acceptance of Concession	39
2.4	Rights Associated with the Grant of Concession	40
2.5	Renewal of Concession	40
2.6	Conditions Precedent.....	41
2.7	Non Compliance with Conditions Precedent	41
2.8	Option with Concessionaire on non-satisfaction of Conditions Precedent	42
3	Project Site	43
3.1	Handover of Site.....	43
3.2	Rights, Title and Use of the Site	43
3.3	Possession of Site	43
4	Independent Engineer cum Project Management Consultant (IE cum PMC)	45
4.1	Selection of IE cum PMC	45
4.2	Payments to IE cum PMC	45
4.3	Replacement of the IE cum PMC.....	45
4.4	Constitution of Steering Group	46
4.5	Functions of Steering Group	46
5	Concessionaire's Obligations.....	47
5.1	Performance Security	47
5.2	Financing Arrangement.....	48
5.3	Drawings	48
5.4	Project Implementation: Construction Works.....	49
5.5	Project Implementation: Operation and Maintenance.....	51
5.6	Insurance	53
5.7	Un-insurable Risks	53
5.8	Application of Insurance Proceeds.....	53
5.9	Environmental Compliance.....	53

5.10	Land Use.....	54
5.11	Weighing, Acceptance and Rejection of MSW	54
5.12	Sale/Distribution of Compost/ Manure & Energy and other Recyclables.....	55
5.13	Landfilling	55
5.14	Deleted.....	55
5.15	General Obligations	55
5.16	No Breach of Obligations	57
5.17	Maintenance of Records	57
6	The Authority’s and The Nodal Agency’s Obligations	58
6.1	Specific Obligations	58
6.2	Additional Waste.....	60
6.3	General Obligations.....	61
6.4	Obligations of Concessioning Agency – Diu Smart City Ltd:.....	61
7	Tipping Fee Payments.....	62
7.1	Tipping Fee	62
7.2	Mechanism of Payment.....	63
7.3	Penalties	66
8	Force Majeure and Changes in Law	69
8.1	Force Majeure Event	69
8.2	Non-Statutory / non-administrative Event	69
8.3	Other Event	70
8.4	Statutory / Administrative Event.....	70
8.5	Duty to report Force Majeure Event	71
8.6	Effect of Force Majeure Event on the Concession.....	72
8.7	Allocation of costs arising out of Force Majeure.....	72
8.8	Termination Notice for Force Majeure Event	73
8.9	Termination Payment for Force Majeure Event.....	73
8.10	Dispute resolution.....	74
8.11	Excuse from performance of obligations.....	74
8.12	Changes in Law	74
9	Events of Default and Termination.....	76
9.1	Events of Default.....	76
9.2	Termination due to Event of Default.....	78
9.3	Rights of the Authority and the Nodal Agency on Termination	80

9.4	Accrued Rights of Parties.....	81
10	Handback of Project Facilities.....	82
10.1	Ownership.....	82
10.2	Concessionaire’s Obligations	82
10.3	The Authority’s and the Nodal Agency’s Obligations	83
11	Dispute Resolution.....	84
11.1	Amicable Resolution	84
11.2	Arbitration	84
11.3	Performance during Dispute.....	85
12	Representations and Warranties.....	86
12.1	Representations and Warranties of the Concessionaire.....	86
12.2	Representations and Warranties of the Authority and the Nodal Agency.....	87
12.3	Obligation to Notify Change	87
13	Miscellaneous	88
13.1	Assignment and Charges	88
13.2	Interest and Right of Set Off.....	88
13.3	Governing Law and Jurisdiction.....	88
13.4	Waiver	89
13.5	Survival.....	89
13.6	Amendments.....	89
13.7	Notices	89
13.8	Severability.....	91
13.9	No Partnership	91
13.10	Language	91
13.11	Exclusion of Implied Warranties etc.	91
13.12	Counterparts.....	91
13.13	Provision on Windfall Gains	91
	Schedule– 1 Details of Project Site.....	93
	Schedule – 2 Construction requirements for waste processing facilities and secondary collection points/transfer stations	96
	Schedule– 3 Construction requirement for landfill facility	109
	Schedule– 4 Operations and maintenance requirements of waste processing facility.....	116
	Schedule– 5 Operations and maintenance requirements of disposal facility – sanitary landfill facility	128

Schedule– 6 Scope of work of Independent Engineer cum Project Management Consultant (IE cum PMC).....	140
Schedule– 7 Tipping Fee	147
Schedule– 8 Performance Security (Proforma of Bank Guarantee)	149
Schedule– 9 ICT in Solid Waste Management Operation and Smart Tacking.....	152
Letter of Authorization	155
Substitution Agreement	156
Land Lease Agreement	164

(To be printed on a Stamp Paper)

This Concession Agreement mutually agreed and entered into on this _____ day of _____, Two Thousand and _____ at.....

BETWEEN

The Diu Municipal Council having its office at Fort Road, Near Collectorate, Diu, U.T. of Daman and Diu – 362520 , acting through its ‘Chief Officer’ (hereinafter referred to as “the Authority”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART

AND

The District Panchayat having its office at Naida Road, Diu, acting through its ‘Chief Executive Authority’ (hereinafter referred to as “the Nodal Agency”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the SECOND PART

AND

The Diu Smart City Ltd having its office at Diu Municipal Council, Fort Road, Diu, U.T. of Daman and Diu – 362520 , acting through its ‘Chief Executive Officer’ (hereinafter referred to as “the Concessioneing Agency”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the THIRD PART

AND

M/s. _____, a company incorporated under the Companies Act 2013 having its registered office at _____ (hereinafter referred to as “the Concessionaire” pursuant to RFP dated _____, which expression shall unless repugnant to the context or meaning thereof, mean and include its associate / group companies, successors and assigns), through Mr. _____, duly authorized in this behalf by way of a Board Resolution dated _____, of the FOURTH PART

The Authority, Nodal Agency, Concessioneing Agency and Concessionaire are hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

WHEREAS,

- A. The Authority and the Nodal Agency are responsible for providing municipal and allied civic services, which encompasses the collection, transportation, processing and disposal of Municipal Solid Waste (MSW) generated in their territorial limits. The Authority and the Nodal Agency are responsible for the Development of Integrated Municipal Solid Waste Management System for entire Urban and Rural areas of Diu District including Diu Municipal Council jurisdiction area, Diu, Ghoghla, and panchayat areas of Bucharwara, Zolawadi, Vanakbara, and Saudwadi (“the Project Coverage Area” as hereinafter defined) on Design, Build, Finance Operate & Transfer Basis., (‘the Project’ as hereinafter defined).
- B. The Ministry of Environment and Forests (MoEF) under the aegis of Government of India (GoI), has formulated the Solid Waste Management Rules 2016 (“SWM Rules”), which makes it mandatory for every civic body to implement a scientific solid waste management system through which MSW is duly processed and only the inorganic wastes and processing residues are disposed in an Engineered Sanitary Landfill (as hereinafter defined).
- C. The Scope of Work would comprise of development, plan, designing, engineering, financing, procurement, construction, operation & maintenance of the facility during the Concession Period and transfer back of the facilities with technology at the end of the Concession Period through public-private participation.
- D. The post-closure monitoring of landfill facility is not part of the scope of work. However, the Authority and the Nodal Agency may appoint the Concessionaire to carry out the post closure maintenance of the project.
- E. The Authority, along with the Concessions Agency, carried out extensive project development work in connection with the Project (as hereinafter defined).
- F. The Concessions Agency has adopted a single stage process for selection of the Bidder for award of the Project. The Bidding process involved selection of eligible Bidders based on their technical and financial capacity. In accordance with the RFP provided by the Authority.
- G. In response there to the Authority and Concessions Agency received Bids from several Bidders including the Concessionaire for implementing the Project.
- H. The Authority and Concessions Agency, after evaluating the aforesaid Bids, accepted the Bid submitted by the Concessionaire and issued Letter of Acceptance

No. _____ dated _____ to the Concessionaire for developing the said Project.

- I. The Successful Bidder has incorporated a Special Purpose Vehicle Company for carrying out the Project and act as the Concessionaire for the Project.
- J. The Parties hereto are required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.
- K. The Following documents forms part and parcel of this Concession Agreement
 - i. Tender No. of dated vide which The Chief Executive Officer, Diu Smart City invites online bids for Development of Integrated Municipal Solid Waste Management System for Entire Urban and Rural Areas of Diu District including Diu Municipal Council on Design, Build, Operate & Transfer Basis including its subsequent amendments, corrigendum and addendums.
 - ii. Minutes of Pre-Bid meeting (if applicable)
 - iii. Response to Pre-Bid Meeting
 - iv. Bid Submitted by the Successful Bidder (“the Concessionaire”)
 - v. Negotiation letter vide no. date:
 - vi. Letter of Bidder (“the Concessionaire”) on dated.
 - vii. Letter of Bidder (“the Concessionaire”) vide no. dated.
 - viii. Letter of Acceptance vide no. dated.
 - ix. Letter of Bidder (“the Concessionaire”) vide no. dated.
 - x. Letter of Acceptance vide no. dated.
 - xi. Acceptance of bidder (“the Concessionaire”) vide no. date:
 - xii. Designs and Drawings (If applicable)
 - xiii. Order No. dated..... vide which the Project site has been Handed over to the concessionaire.
 - xiv. Any documents not mentioned here but forms integral part of this projects or any other such documents/office orders issued by the Diu Municipal Council to this project/Concession Agreements from time to time during the concession period.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1 Definitions and Interpretation

1.1 Definitions

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

The agreement shall be read in conjunction with the RFP Document and subsequent corrigendum/amendments/clarifications made therein

“Access Road” means the motorable approach road (20 ft. wide) for access to the Site from the main road.

“Additional Cost” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with **Article 8.1**

“Agreement” shall mean this agreement, including its schedules & annexure and includes any amendments made hereto in accordance with the provisions hereof.

“Applicable Law” shall mean all laws, acts, ordinances, rules, regulations, notification & guidelines in force and effect, including SWM Rules, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this Agreement and applicable to the Project/the Concessionaire.

“Applicable –Approvals” shall mean all clearances, licenses, permits, authorizations, no objections, consents and approvals to be obtained or procured by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project during the period of subsistence of this Agreement.

“Appointed Date” shall mean the date of signing the Concession Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 of India and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Assured Waste Quantity” shall mean the assured quantity of Municipal Solid Waste generated within the Project Coverage area to be Collected & Transported and processed by the concessionaire in accordance with **Article 6.1 (b)**.

“Authority” shall mean the Diu Municipal Council, Diu, UT of Daman, Diu & DNH.

“Authorization” means any approval, consent, exemption, filling, license, authorization, permit, registration or waiver, and any renewal or variation of any of them howsoever described, necessary to fulfil obligations of the Concessionaire under this Agreement.

“Authorized Representative” means, in respect of a Party, any person designated (whether by same or as the holder of a specified position or office) as such by such Party by notice in writing.

“Bid – Security” shall mean security offered at the time of submission of Bid as defined in the RFP.

“Bio-medical Waste” shall have the meaning ascribed to it under the Bio-medical Wastes Management Rules, 2016 and its subsequent amendments.

“Book Value” shall mean the cost of the fixed assets incurred by the Concessionaire for the Project, net of accumulated depreciation computed on straight line basis in accordance with the rates specified in Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon.

“C&D Debris and Silt Waste” shall mean the same as defined in Construction and Demolition Waste Management rules 2016 including solid waste resulting from construction, re-modelling, repair, renovation or demolition of Structures or from land clearing activities or trenching or de-silting activities. “Structures” for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures.

“Change in Law” shall have the meaning ascribed thereto in **Article 8.2**.

“COD” or **“Date of Commissioning”** shall mean the Commercial Operations Date of the Project, which shall be the date on which the Authority has issued the Readiness Certificate and shall not be later than 12 (Twelve) months from the date of signing of concession agreement or any such extended date as approved by the Authority.

“Concession” shall have the meaning ascribed thereto in **Article 2.1**.

“Concession Period” shall have the meaning ascribed thereto in **Article 2.2**.

“Concessione Agency” shall mean the Diu Smart City Limited, Diu.

“Concessionaire” shall mean party entering into this agreement to implement the project and includes its successors and permitted assigns expressly approved by the Authority.

“Concessionaire's Associates” shall mean any company (ies) which is (are) controlled by the Concessionaire. For the purpose of this definition, the term “control” means the power to direct the management or policies of such entity, directly or indirectly, through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of fifty per cent (50%) or more of its voting share capital is deemed to constitute control of such entity, and “controlling” and “controlled” shall be construed accordingly.

“Construction Requirements” shall mean collectively the Waste Processing Facility Construction Requirements and the Landfill Facility Construction Requirements and with the provisions of SWM Rules, 2016.

“Construction Works” shall mean all works and things required to be constructed by the Concessionaire, pursuant to the Construction Requirements and O&M Requirements.

“Contractor” shall mean any Person with whom the Concessionaire has entered into/may enter into any material contract in relation with the Construction Works and O&M Requirements.

“CPHEEO” shall mean Central Public Health & Environmental Engineering Organization under Ministry of Urban Development, Government of India.

“Debt Due means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- a. the principal amount of the debt provided by Lenders under the Financing Agreements for financing the Total Project Cost (the “principal”) but excluding any part of the principal that had fallen due for repayment six (6) months prior to the Transfer Date;
- b. all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-Article (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due three (3) months prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority and Nodal Agency's Default; and
- c. any Subordinated Debt disbursed by lenders for financing the Total Project Cost; provided that if all or any part of the Debt Due is convertible into Equity; its shall to the extent not converted until date of termination, be deemed to be Debt Due for the purposes of this Agreement. For the Purposes of this Agreement, the term “Subordinated Debt” shall mean the debt provided by lenders or the Concessionaire's shareholders for meeting the Total project Cost and shall be subordinate to the financial assistance provided by senior lender,

“Effective Date” is the date from which the Concession Agreement comes in force subsequent to satisfying all the requirements of conditions precedent as per **Clause 2.6**.

“Emergency” shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities and its surrounding properties.

“Encumbrance” shall mean a legal right or interest in land that affects a good or clear title and diminishes the land value. It can be of numerous forms such as zoning ordinances, easement rights, claims, mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.

“Engineered Sanitary Landfill” shall mean the area of the landfill facility, designed with protective measures against pollution of ground water, surface water and air fugitive dust, wind-blown litter, bad odor, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion, and utilised for disposal of Waste in accordance to the Solid Waste Management rules 2016

“Environmental Laws” means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974 and any other central, state or local law, regulation, rule, ordinance or order from government:

1. the existence, clean up and/or remedy of contamination on real property;
2. the emission or discharge of hazardous substances into the environment;
3. the control of hazardous substances; or
4. the use, generation, transport, treatment, storage, disposal, removal or recovery of hazardous substances, including building materials;

“Financing Documents” shall mean collectively the documents / loan agreements evidencing Lenders’ commitment to finance the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Plant or any part thereof, for securing the debt provided.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in **Article 8**.

“Gol” shall mean the Government of India.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean Gol, the Authority, the Nodal Agency or any state/UT government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Site/Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Hand back of Project Facilities” shall have the meaning ascribed thereto in **Article 10**.

“Hazardous Waste” shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989 and as amended thereto.

“Implementation Period” shall mean the period from the Effective Date to COD.

“Independent Engineer cum Project Management Consultant (IE cum PMC)” shall be the Municipal Engineer or any other engineer/officer of the Authority as nominated by the Authority or a third Party person/agency/Organisation as may be nominated/appointed by the Authority (Refer Article 4) who is the nodal person/entity for supervision and monitoring of compliance by the Concessionaire with 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 or any separate agreement executed with the agency selected for the Role of IE cum PMC.

“Landfilling” shall mean the disposal of the Residual Inert Matter and Excluded Wastes at the Landfill Site in accordance with the terms of this Agreement and Solid Waste Management Rules 2016 and its subsequent Amendments.

“Landfill Facility” shall mean the existing landfill site for disposal of solid waste or the Engineered Sanitary Landfill to be duly designed, engineered, and constructed in accordance with the provisions specified thereto.

“Landfill Life” or **“Active Operations Period”** of each cell of sanitary landfill shall mean the period commencing from COD and expiring on earlier of

- a. 20 years or
- b. upon completion of activities as per Clause 5.4 of Operations and Maintenance Requirements for Landfill Facility (Schedule 5) when the Engineered Sanitary Landfill is

fully filled with landfill waste and a final cover designed in accordance with the MSW Rules is laid on the Engineered Sanitary Landfill, and in accordance with the provisions of this Agreement.

Provided that prior to achievement of either of the above, the Landfill Life may be further extended after discussions between Parties on mutually agreed terms.

“Lenders” shall mean any person, financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided Loans to the Concessionaire for financing any part of the Project as evidenced in Financing Documents.

“Land Lease Agreement” means the agreement pursuant to which site shall be leased out to the Concessionaire for setting up project facilities, the draft of which is provided in this Agreement.

“Manual” means manual on Municipal Solid Waste Management published by CPHEEO, Ministry of Urban Development.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“MSW Rules” shall mean the Solid Waste Management Rules 2016 (SWM Rules) and its subsequent amendments. “MSW Rules and SWM Rules wherever used means the same.

“Municipal Solid Waste” or **“MSW”** shall have the meaning as ascribed to it in the SWM Rules 2016 as amended from time to time.

“MSW Collection Area” means the area under municipal jurisdiction of the Authority and the Nodal Agency and shall also include other municipal areas / jurisdictions as may be informed by the Authority/the Nodal Agency from time to time or as may be included in RFP.

“MSW Quantity” means an aggregate of MSW per day, (with a permitted variation level of plus minus ten percent), which is the minimum quantity of MSW that the concessionaire shall collect & Transport from the project coverage area or other such areas as directed by the Authority or the Nodal Agency from time to time and Process within the processing facility developed by him.

“Maximum MSW Quantity” means MSW per day, which is the maximum quantity of MSW that the Plant can presently process and would mean any revised maximum increased capacity that is notified by Concessionaire during the Term.

“Monthly Fee” shall mean the amounts payable by the Authority and the Nodal Agency to the Concessionaire in accordance with **Schedule 3**.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Collection and Transportation activity and Project Facilities set forth in the RFP Document.

“Parties” shall mean the parties to this Agreement and **“Party”** shall mean either of them, as the context may admit or require.

“PCB” means Pollution Control board or committee.

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with **Article 5.1**.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

“Post Closure Activities” shall mean the activities to be undertaken during the Post Closure Period in accordance with the provisions of SWM Rules, 2016.

“Post Closure Period” shall mean the period commencing from the day immediately following the landfill life / Active Operations Period and till five years from the said day.

“Preliminary Notice” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party (ies) setting out, inter alia, the underlying Event of Default.

“Processing” shall mean the process by which Municipal Solid Waste is transformed into new or recycled products including processes like waste to energy facility, composting, vermi-composting, palletization, bio-methanation or any other suitable means as defined in the SWM Rules 2016 and its subsequent amendments.

“Project” shall mean planning, designing, financing, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement described as primary (door to door) and secondary collection and Transportation of MSW from the Project Coverage Area or any other such place/area as directed by the Authority/the Nodal Agency from time to time; Development, Construction and Maintenance of a Municipal Solid Waste Processing Plant with Engineered Sanitary Landfill Facility and its operation, maintenance, closure and post-closure monitoring during the concession period and as per the provisions of SWM Rules, 2016 and its subsequent amendments and Manual on MSW published by MoUD. The landfill facility has to be planned to have separate cells to accommodate mixed waste from the existing disposal site.

“Project Facilities” shall mean the Site, together with the Waste Processing Facility, Landfill Facility and all other related facilities located thereon, and any other offsite facilities created for the Project.

“Project Coverage Area” shall mean the Entire Urban and Rural Areas of Diu District including Bucharwara, Zolawadi, Vanakbara, Saudwadi and areas under Diu municipal council jurisdiction. The Project Coverage shall also include other such areas/places as designated and communicated by the Authority and the Nodal Agency to the Concessionaire from time to time.

“Readiness Certificate” shall mean the certificate issued by IE cum PMC/the Authority & the Nodal Agency certifying, inter alia, that:

- i. the Concessionaire has constructed all the facilities within the Municipal Solid Waste Plant and Engineered Sanitary Landfill Facility so as to enable receipt of MSW for processing and land filling of waste.
- ii. the Concessionaire has obtained all approvals necessary to Collect, Transport, Process and Dispose the MSW from the Project Coverage Area.

“Residual Inert Matter” shall mean the waste matter obtained after processing of the MSW by each of the relevant Project Facilities.

“Rupees” or “Rs.” Or “INR” refers to the lawful currency of the Republic of India.

“RDF” means the solid fuel in the form of fluff or pellets/briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity through the turbine that will be part of the Power Plant. The definition of RDF shall be as defined in SWM Rules 2016 or its subsequent amendments

“RDF Plant” means the facility having a capacity to process of MSW that will be constructed, operated and maintained as part of the Plant, for producing RDF from the MSW.

“Receipt Point” means the place(s) within the Site(s) for processing & disposal of waste, specified in writing and marked on a layout plan on or before the COD, at which the concessionaire shall be required to deliver the MSW in accordance with the terms of this Agreement.

“Rejected Waste” means such components of a consignment of MSW either: (a) classified as excluded wastes, or (b) are of a composition that would be detrimental to the operating conditions or cause damage or adversely impact the efficient operation or maintenance of the Plant or any of the Project Facilities, (d) they are not in accordance with the composition of MSW as defined in this Agreement or

“Scheduled Project Completion Date” shall mean a maximum of 12 (Twelve) months from the Appointed Date or any such extension as granted by the Authority/the Nodal Agency in-written.

“Site (s)” shall mean the land located at Diu, as mentioned in the PIM for processing and disposal of MSW identified and handed over to the Concessionaire, for the purpose of planning, designing, financing, constructing, operating and maintaining a Waste Processing Facility and Landfill Facility during the Concession Period.

“Solid Waste” means all such waste defined in SWM rules 2016 that are generated from residential, commercial, agricultural, industrial and domestic activities that are in either solid or semi-solid form but shall not include the Excluded Wastes.

“Supplementary Fuel” shall mean any fuel as a supplement to the MSW to enrich the RDF and/or to directly support the operation of Power Plant

“Special Purpose Vehicle (SPV)” A subsidiary of a Company that attempts to isolate risk from the parent company by maintaining its assets and liabilities on a completely separate balance sheet. It can be used as a counter party in swap transactions, or the parent company can finance a project through an SPV that would put the parent company in danger if the project does not perform well.

“Tax” shall mean and includes all taxes, fees, cess, duties & levies that may be payable by the Concessionaire under Applicable Laws.

“Term” means the time period of 20 years commencing from the appointed date and will also include such successive time period/s by which the Concession granted in this Agreement may be renewed/ extended as provided herein.

“Termination” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Termination Payment” means the payments payable pursuant to Clause 9.2 (f) of this Agreement.

“Tests” shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and generally conform to the nature of construction & operation as per standard practice.

“Tipping Fee” shall mean the amounts payable by the Authority and the Nodal Agency to Concessionaire in accordance with Clause 7.2 and as quoted by the Bidder in its Financial Proposal.

“Total Project Cost” for the purpose of this Agreement shall mean the aggregate project cost of the Project as certified by the Authority and the Nodal Agency.

“Transfer Date” means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated early by a Termination Notice. In the event of Termination, Transfer Date shall be same as the Termination Date;

“Windfall Gain” (or windfall profit) means is any type of income that is unexpected under normal circumstances derived by virtue of and arising out of this Concession Agreement that occurs suddenly as a result of an event not controlled by the party realizing the gain from the event.

1.2 Interpretation

- a. The words, phrases and expressions defined hereinabove in Clause 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Clause 1.1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- b. All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- c. The words “include” and “including” are to be construed without limitation;
- d. The headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- e. The Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.
- f. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;

1.3 Scope of Work

The Concessionaire shall be responsible for Primary (Door to Door) and Secondary Collection and Transportation (C&T), planning, design, construction/ supply, finance, operation and maintenance of required infrastructure including C&T and processing units [Compost Plant and any other plant for processing of dry and sanitary waste as applicable], engineered sanitary land fill facilities etc., workshop/parking facilities, segregation facilities, on Design, Finance, Build, Operate, and Transfer (DBFOT) basis. The Concessionaire shall transfer immovable infrastructure, machineries, equipment (free of cost) in working condition as well as and Plant and Machinery of handed over to the concessionaire as per provision of clause 1.3.2 if it is not earlier handed over due to end of utility or any other reason as mentioned in this agreement as per provisions of the Article 10 of this agreement, at the time of completion of concession period or termination of contract, whichever is earlier.

The work would comprise the following items:

1.3.1 Collection & Transportation

1. To ensure door to door collection and segregation of MSW from waste generators (all residential, commercial establishments, institutions, hotels, Industrial, tourist spots, vegetable/ fruits/ non-veg Markets, bulk generators, tourist area and MSW generated from any special events, festivals occasions other sources located within the project coverage area and as defined in SWM Rules, 2016) on a daily basis. Necessary awareness programme shall be conducted and imparted the requisite knowledge by the concessionaire to ensure that the segregation is achieved at source. Otherwise also concessionaire shall do the segregation and process the waste at the IMSWM facility. The successful bidder will have deploy requisite manpower as necessary for door to door collection and other required operation and upon the direction of municipal council shall increase the number as much as directed.
2. Collection of solid waste in the segregated / Unsegregated form at source
 - a. Biodegradable (wet waste).
 - b. Non- biodegradable (dry- waste).
 - c. domestic hazardous waste
 - d. Industrial Non-Hazardous Waste
 - e. Street sweeping and drain/Sewer man hole/ Soak pit de-silting waste placed in the designated bins and secondary collection points by the Authority/ Nodal Agency
3. Waste from all establishments like hotels, Slaughter houses, vegetable/ Fish/Poultry & Other market, offices, educational etc. shall be compulsorily collected on a daily basis without allowing them to throw the waste at untimely hours near the secondary storage points/Transfer Stations. The segregated wastes shall not be mixed either at the time of collection or transferring the same to the secondary storage point/Transfer Stations.
4. Unsegregated waste, which has not been sorted at primary level, should be segregated either at an intermediate stage (e.g, transfer station) or at the processing plant, prior to treatment, in cases where waste is brought directly to the plant from the waste collection areas.
5. Transportation of MSW, street sweeping and drain de-silting waste placed in designated Bins to secondary collection points in project coverage area or transfer stations or processing facilities or engineered sanitary landfill facility as required.
6. All the equipment, vehicles for collection, transfer or transportation shall have closed body and eco-friendly operations; no manual handling, garbage not to be exposed to atmosphere and not seen outside by citizens and commuters.

7. Maintain a separate record of the Waste Collected from the Authority's Jurisdiction area (Diu Municipal Council jurisdiction area including other such areas as directed by the Authority from time to time) and the Nodal Agency's jurisdiction area (Bucharwara, Zolawadi, Vanakbara, Saudwadi including other such areas as directed by the Nodal Agency from time to time), and the same shall be submitted along with the monthly bill by the concessionaire.
8. To identify, in consultation with the Authority, the Nodal Agency and other stakeholders, as the case may be, the location of secondary collection points and to provide suitable type and number of containers/bins at such secondary collection points for storage of segregated MSW, horticulture waste, street sweeping & drain de-silting waste;
9. All the dustbins should be cleaned properly and if required washing should also be done at regular interval.
10. Secondary collection points / transfer stations on public roads and places for collection of all types of wastes shall be litter free and there shall be no spillage of waste while transferring the waste from collection vehicle.
11. To identify, in consultation with the Authority, the Nodal Agency, the IE cum PMC and other stakeholders, as the case may be, the location of transfer stations within the project coverage area;
12. Transportation of MSW, horticulture waste, street sweeping and drain de-silting waste from secondary collection points and / or transfer stations in project coverage area to the processing plant for further processing and final disposal
13. The transportation vehicle shall be fixed with Geographic Positioning System (GPS) and a sound MIS based monitoring mechanism. All the vehicles would be fitted with GPS tracking equipment. The GPS would be accessible from the Authority's and Nodal Agency's control room/assigned computer system to be set up by the Concessionaire.
14. Set up a control room/system to monitor the movement of every vehicle by using Real time GPS (Global Positioning System) / GSM (Global System for Mobile Communication) / RFID within the Project Site or concessionaire's office, at his own cost. The concessionaire shall provide the provision for online access of the monitoring system to the IE cum PMC as well as to the designated officers/Engineers of the Authority and the Nodal Agency from their respective computer system/mobile device.
15. The successful Concessionaire will be required to submit and implement a detailed operational plan with complete details of the movable/immovable infrastructure and time schedule for its implementation of the system within 7 working days after the execution of the agreement.
16. The Concessionaire shall submit schedule of implementation in tabular form as well as on PERT chart / Bar Chart within 7 days of the signing the Concession Agreement to the Authority.

17. Before starting the project, the entire route, method of collection, transportation, segregation, dumping on site, to be approved by the Authority and the Nodal Agency. Based on its micro plan, the Concessionaire shall prepare streetwise plan of doorstep collection indicating generators collection points, waste expected, type of vehicle, vehicle route, timings of collection, manpower allotted to each vehicle and output expected.
- Auto Cad Map of the area: Identify vehicle allocation recommended for each area ; device and mark routes of the vehicle and equipment; decide on stop and identify transfer point and mark on map, assign route no, timings to each vehicle route.
 - Prepare summary of daily route plans for all the two types of services doorstep and on demand.
 - Daily route wise plan and record of attendance.
 - The results are required to be recorded for every vehicle or equipment trip, every day to ascertain the completion of desired quantity of work with acceptable quality in stipulated time while implementing the system.
 - Identifying places of operations and maintenance infrastructure
18. Whenever prescribed (festivals, event, seasons etc. at any point of time during concession period) collection and transportation of MSW will have to be carried out at no additional charge.
19. Any non-co-operation of public in offering wastes/ find littering garbage / damaging the public dustbins or property related to solid waste shall be brought to the notice of the Authority/Nodal Agency with sufficient evidence. The Authority/Nodal Agency shall assist the Concessionaire in fining such delinquent residents.
20. In consultation with the Authority and the Nodal Agency, develop and implement a public complaint system operational for at least 12 (twelve) hours a day. It shall be ensured that the complaints are addressed on the same day without fail.
21. The successful bidder shall Plan, organize and run a sustained IEC / awareness campaign over the Agreement Period for creating community awareness related to MSW, ensuring its mobilization and soliciting its participation/ cooperation in effective management of the solid waste. The IEC activity shall commence immediately after the signing of the agreement.
22. During the preparation period [up to 30th day from signing of concession agreement], operations of the services of collection, segregation, transfer, and transportation of the solid waste in the area assigned to the successful Concessionaire shall be continued to be carried out by the Authority & Nodal agency.
23. It shall be the responsibility of contractor to clean and sweep at least 5.0 meter area around the containers/bins.

24. Existing Staff of DMC/District Panchayat working in Collection and transporting of waste may be given priority than hiring new staff.

1.3.2 Utilization of Authority's owned Vehicle in Project Operations

1. The Authority may handover the Vehicles (Listed in clause 1.3.2 S.No. 2 below) being utilized by it to carry out the operations of the collection, segregation, transfer, and transportation of the solid waste in the project coverage area on as-is-where-is basis and free of cost. The Authority / Nodal Agency may handover the vehicles as per provision of this clause only after commencement of the First Phase of work in the entire project coverage area as per the provision of Article 2.2. The decision of handing over the vehicle is only at the discretion of the Authority / Nodal Agency and the Authority / Nodal Agency is not bound to handover any or all of the vehicles listed here below in S.No.2. The Authority / Nodal Agency may amend the list or take back any of the handed over vehicle at any time. The Authority / Nodal Agency may ask the concessionaire to submit an undertaking, during the time of handover of the vehicles, to oblige the terms and conditions of handover mentioned herein this Article 1.3.2

2. List of Vehicles owned by the Authority

Type of Vehicle	No of Vehicle
Tractor	16
Tata Super ace Mint	8
Piaggio Porter-600	3
Piaggio Ape Rickshaw	2

3. The Ownership of the vehicle shall remain with the Diu Municipal Council/District Panchayat at all time during the entire concession period.

4. The concessionaire shall utilize this vehicle for the purpose of waste management within the territory of Diu or for any other ancillary purposes connected therewith after obtaining written approval from the Authority / Nodal Agency. In case of such default of utilization of any or all of these vehicles for any purpose other than as defined herein, The Authority / Nodal Agency shall impose penalty of Rs 10,000 per vehicle per day.

5. The concessionaire shall inspect the condition of the vehicle in presence of the IE cum PMC or designated officer of the Authority / Nodal Agency and submit an inspection report to the Authority / Nodal Agency prior to the handback. If the handed over vehicle reaches its end life or the concessionaire accesses that the handed vehicle has no utility, he will hand over the same to the Authority / Nodal Agency along with a condition report of such handed back vehicle from a third party inspection agency.

6. During the entire concession period or such period during which the vehicle is in possession of the concessionaire the Operation & Maintenance, insurance cost or any other cost incidental thereof shall be the liability of the Concessionaire.
7. The concessionaire sets free The Authority / Nodal Agency of the liability due to the cause and effect of any accidents, mishaps, damages etc. that might occur due to the operation of the handed over vehicle during the concession period. If such an incident occurs the concessionaire shall be solely responsible for the settlement, prosecution or any effect incidental due to such incident.
8. The Authority / Nodal Agency reserves the right to take back the Handed over vehicle as per Sr. No. 1 above or in case if it deems it to be mishandled or any other grounds at its own discretion. The Authority / Nodal Agency shall also not be responsible for effect of any such effect cause on the project due to such take back neither such act of the take-back of the Vehicle by The Authority / Nodal Agency grants any exemption in fulfilment of the obligations of the concessionaire. The Authority / Nodal Agency shall give written notice of show- cause for such intention of take-back of handed over vehicle and the grounds of such intention. In case of unsatisfactory explanation of the concessionaire of such show-cause notice the Authority shall issue another notice to the concessionaire for its willingness to take-back such vehicles handed over to it. Within 60 days of the date of such notice the concessionaire shall arrange for replacement vehicles of the same number and equivalent or higher specification and submit a report to the IE-cum-PMC of such replacement. The IE-cum-PMC shall undertake an inspection of such replacement and submit a report to The Authority / Nodal Agency.
9. Non-fulfilment of the conditions in Sr. No. '8' above may lead to forfeiting of the Performance Security and Termination of Agreement.
10. All new vehicle purchase after 1st April 2020 shall comply with BS-VI norms.

1.3.3 Street sweeping waste collection

1. The waste by sweeping the roads, including removing grass and vegetation on footpath needs to be collected immediately, without leaving in heaps or stacks on roads or footpath. The Authority and Nodal Agency shall provide its operational plan of street sweeping so that developer can establish the sync in between the two systems.
2. Collect the solid waste indiscriminately thrown in public places and transport the same to the designated secondary collection points/Transfer Stations.
3. Clean the litter /community bins on a daily basis and more so during festivals and other community functions by engaging number of labours and vehicles, without any extra charges.

1.3.4 Transfer stations

1. To develop, construct and operate Transfer Stations at the identified locations, if required.
2. Only Land for development of Transfer Stations would be provided by the Authority or the Nodal Agency as the case may be on license for the duration of this concession. The necessary infrastructure at the Transfer station shall be designed, constructed, financed and operated by the Concessioner. The transfer stations would be designed for all weather operations and would be environmentally compatible for proximity to inhabited localities. Therefore, these would have the following components:
 - a. Adequate space for all operations within the premises of the transfer station, which would have solid [Brick Masonry] wall fencing of minimum 2 m height.
 - b. Operations within the transfer station would be under cover, so that dust and noise could be effectively controlled. At the same time the operation would not be hampered during precipitation as well.
 - c. All internal roads, ramp and platforms at different levels would be concrete built and should withstand load of moving machineries/vehicles.
 - d. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
 - e. Site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste are to be made.
 - f. Detailed discussion followed by written approval would have to be taken from the Authority/ Nodal Agency / IE cum PMC for their adequacy, before construction.
 - g. Transfer stations should receive solid waste between 6.00 am to 6.00 pm to avoid nuisance to nearby resident population.
 - h. Entire waste collected from the city shall be weighed at weighbridges set up at transfer stations or en route to processing and disposal facilities.
 - i. Depends on the type of transfer operation necessary facilities shall be considered such as availability of sufficient size and number of vehicles if it is direct transfer or facility for unloading to storage, compactor, RORO container if appropriate.

1.3.5 Workshop Site

- One site for workshop shall be established for the services under the scope and shall necessary infrastructure at the site shall be designed, constructed, financed and operated by the Concessionaire. Only Land for development of workshop would be provided by the Authority or the Nodal Agency as the case may be on license for the duration of this concession.

- The concessionaire shall be allowed to use the existing electricity/water connection(s) in the Automobile Workshop(s) on payment of bills, as per actual.
- This is to make clear that the space for setting up the workshop shall be provided to the concessionaire. The land shall always remain property of the Authority or the Nodal Agency as the case may be and be given to the concessionaire for the use during concession period only for the purposes defined in this document only.

Workshop Site to meet requirements lay out below:

1. The design layout for the Workshop Site should be such that it allows for systematic use of designated parking of vehicles, easy right of way for in and outbound vehicles and separate sections for repair and maintenance of vehicles.
2. The Workshop Site should be designed to upgrade the current status of the buildings handed over to the Concessionaire at the time of handover.
3. The maintenance of the Workshop Site should be at par with Good Industry Practice and should have all arrangements to meet emergency situations such as fire hazards as per Applicable Law.
4. The building and sheds in the Workshop Site should be painted annually and annual repair and maintenance operations should be carried out.

Concessionaire shall submit list of equipment/ machineries to be provided in the workshop to maintain the entire fleet of vehicles. The minimum capability of the Concessionaire should be to repair the minor breakdown vehicles for hassle free operations.

1.3.6 Processing & Disposal:

- a. Setting up of appropriate integrated processing facility to process minimum 33 TPD of waste in consonance with the quantity and characteristics of the waste and compliance of SWM Rules 2016. Provide provision for expansion in capacity based on future generation of waste. The stipulated processing capacity of the processing plant is the minimum capacity requirement however the Concessionaire shall himself access the design capacity of the processing plant to cater the entire waste currently generated and provision for future growth in the waste generation during the entire concession period.
- b. Setting up of an engineered sanitary landfill (SLF) site and its operation & maintenance during the entire concession period in compliance to SWM Rules 2016.

The concessionaire shall make all such necessary provision including expansion of capacity and provision for addition of capital in project for Collection and Transportation, processing and disposal of waste generated during the entire concession period

The work at the Processing & Disposal site can be divided into three broad categories:

- I. Works relating to the site development and Rehabilitation of existing site,
- II. Works related to construction and operation of waste processing unit(s) and
- III. Works related to the development and operation of engineered landfill site.

I. Site Development

A. Rehabilitation & Reuse (Bio-mining & Remediation) of existing Land Fill site:

The concessionaire shall be responsible for Rehabilitation of the existing site as directed in the Clause J of SWM Rule 2016. The rehabilitated site shall be used for the development of MSW processing and disposal facility for the Integrated MSWM system.

The detail of volume of waste accumulated in the existing site based is given below.

Sr. No	Item	Quantity	Unit
1	Length of site	200	m
2	Width of site	100	m
3	Waste confined area	14500	m ²
4	Average height of the waste dump	1	m
5	Volume of accumulated waste	11,000	m ³

Note: The above shall be assessed by concessionaire before initiation of rehabilitation.

The concessionaire shall ensure that the “Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) published by CPCB in February 2019” have been followed and implemented as appropriate to the Site.

The concessionaire shall ensure that the site is rehabilitated and used for Integrated MSWM Project by carrying out appropriate best practices but not limited to the following.

a) Bio Mining and Bio Remediation of Existing Landfill Site

1. A total station survey of landfill/ dumping site to confirm the volume of waste to be bio mined & remediated.
2. Initial baseline survey of surface and subsurface soils and waters and also leachate present, to check for heavy metals and toxics if any. Samples should be drawn by an NABL or MOEF&CC certified lab, also at the final stage. During operations, the operator should collect and keep daily samples of the finest fractions, to be pooled and analyzed to ensure that unsterilized rotted waste is not simply moved from one location to another by mining without bioremediation.
3. Bio-Mining: Excavate legacy waste, loosen it and make windrows (low heaps of about 2 m height to get maximum surface area to volume and repeated turnings to ensure that the innermost waste in windrows also gets exposed to air, usually 3-4 turnings in the interval of 4-5 days are necessary to stabilize the waste) so as the leachate can be dried of through solar exposure and all the entrapped methane is removed from the heap. Necessary precautionary

measures shall be adopted during below-Ground Waste bio mining if any.

4. Bio Remediation: Sprinkle the newly exposed surfaces with a composting bio culture solution or a dilute solution of 5% fresh cow dung in water. This will control smell and speed up decomposition. Usually the top layer has several materials in the active biological state.
5. Appropriate numbers of excavators or back hoe loaders and workers will be required to execute the work.
6. Recyclables like plastic, glass, metals, rags and cloth recovered from the waste during screening shall be sorted out and preferably cleaned before sending to recycling industries.
7. In very old garbage layers with high debris content if any, most of the organic matter may have already been decomposed. Do a seed germination test to ensure it is stabilized. Add bio cultures to fully stabilize it if heat is still generated in windrow heaps or volume reduction is observed. After 7-10 days of stabilization the waste can be taken up for screening.
8. Usually the finest fraction will be organic matter plus fine soil, called 'bio-earth', which can be used as soil improver, especially for restoring alkaline or saline soils to fertility, or to grow some vegetation for erosion control. It is also useful as a lawn subgrade cum drainage layer, or it can be used as organic manure in tree pits. The next coarser fraction will be gravel and coarse organics, which can be used for road embankments. The coarsest fraction may have a lot of combustibles (cloth etc.) which can be baled and supplied as Alternate Fuel Resources in cement kilns or boilers.
9. There may be some (maximum 5-10% of total) left over waste including lumps of heterogeneous nature. This waste can be sent to scientific landfill for disposal (near zero residues).
10. Bio-remediation and Bio-mining to clear a site can start immediately at one part of an actively used dump while fresh waste continues to be received and stabilized at another part.
11. Insurances of workers working at the Bio-remediation/ Bio-mining dumpsite for any hazards due to fire, radiation or explosion.
12. Availability of Necessary Processing Equipment's for Processing of Legacy Waste.
13. Appropriate Fire Control Measures at existing dump site during bio mining/remediation if required.
14. Use of trained manpower for bio mining and remediation.
15. The recovered land from the bio-mining process shall be utilized for the development of ISWM facility.

b) Developing Bio Mined site for integrated SWM System

1. Appropriate measures to prevent the ingress of water from abutting creek in the bio mined areas as well as during the set-up of secured Landfill/ other processing facilities.
2. The Site shall be developed duly considering the HFL of the Creek abutting and safe

elevations levels shall be planned accordingly. Also High groundwater table aspect shall also be suitably considered.

3. Facilities as envisaged in the PIM shall only be developed on the bio mined site. i.e. ISWM facility for Diu.

The concessionaire shall follow the standard/ best available technologies to ensure that the site is completely bio mined and developed for ISWM.

B. Site Development for Processing and Disposal Facility:

The broad scope of works to be carried out by the Concessionaire under this category includes the following minimum components, but is not limited to:

- i. Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site;
- ii. Construction of internal roads, fencing wall/ internal boundary (ies) (aesthetically pleasing, attractive and requiring low maintenance cost) to restrict the entry to specific areas of site to the authorized persons, only.
- iii. Development/setting up of Weigh Bridge (multiple scales; for in-bound and out-bound vehicle(s) with specific attention to queuing problems). The weighing record shall be maintained manually as well as electronically, for regulating the billing of tipping fee.

The treatment facility (ies) shall be compatible to all weather conditions (including concrete road pavement for reducing dust and controlled bypass lanes), so that the processing of waste is continuous and unhindered during the entire concession period.

II. Developing and Operating the Waste Processing Units

- a. A combination of technologies / systems that includes Material Recycle Facility (MRF) and Composting,; which would maximize waste recycling / treatment and would ensure that minimum quantity of inert goes to landfill shall be proposed.
- b. The total system would be compliant with the applicable rules and guidelines, framed in India for the purpose.
- c. It is mandatory to process the bio-degradable waste adopting composting technology.
- d. The concessionaire can select any suitable technology as per recommendation of SWM Rules 2016 and other relevant laws/guidelines for processing of waste. The Concessionaire shall have the right to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the plant, and in line with meeting service level and other provisions of the Concession Agreement.
- e. The Concessionaire shall undertake composting in such a manner that MSW, during its processing does not attracts bird

f. The concessionaire shall ensure that compost or any other end product comply with the standards as specified in Schedule IV of the MSW (M&H) Rules, 2016.

g. Selling of products after processing the MSW like Recyclables, Compost and RDF

III. Constructing and operating Engineered landfill to receive and store the rejects of processed MSW:

a. To transport and dispose-off the inert matter/residual inert matter/processing rejects from processing facilities or elsewhere to the sanitary landfill facility.

b. The process rejects not more than 20% shall be disposed at the sanitary landfill facility.

c. The broad scope of works to be carried out by the Concessionaire under this category includes the following minimum components, but is not limited to:

- Providing impermeable CCL (Compacted Clay Liner)/GCL (Geo synthetic Clay Liner) / GL (geo-membrane liner) at the bottom, over the slopes and on top with proper anchoring.
- Providing protective layer on either side of impermeable layer
- Provision of Drainage layer with construction debris/gravel/moorum/geo-synthetics
- Construction of gas collection wells, gas collection manifold and flaring system
- Construction of rain water collection and disposal system
- Construction of leachate collection ducts, sump with special emphasis on worker safety, arrangements for replacement of pump or other appurtenances and leachate treatment system [preferably simple solar assisted natural cleansing methods].
- Providing appropriate soil cover or exposed geo-membrane cover on the closed portions of landfill and developing green cover using suitable locally sustainable vegetation. Green cover around the periphery to be developed by the Concessionaire.
- providing measurement systems for keeping a track record of remaining landfill capacity such as compaction rate (kg/cum), leachate generation rate (liters per hectare per day), variations in chemical quality of leachate each month (The record shall be maintained for a day/month wise) and landfill gas generation rates, landfill settlement rate (The record shall be maintained for a month/year wise).

The Engineering Land Fill Facility shall be designed with protective measures against pollution of ground water, surface water and ambient fugitive dust, wind-blown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion etc., as specified in SWM Rules, 2016.

IV. Change of Processing Technology

There are all possibilities that during the passage of time the MSW characteristics may change. Therefore, the Concessionaire may require change in the processing technology/method to treat the MSW in an efficient manner. For that the Concessionaire will be allowed the option of change(s) in technology on mutually acceptable terms, after a period of 3 years at his own cost. However, the Concessionaire shall submit his/her proposal for change in technology/method for approval of the Authority and the Nodal Agency. This is clarified here, due to change in treatment process at a later date; no enhancement to the tipping fee shall be permissible/ paid by the Authority, to the Concessionaire.

1.3.7 Public Awareness Programme

The Concessionaire shall organize and conduct public awareness programs for ensuring segregation/separate collection of waste at/from source. Two percent of tipping fees; payable to the Concessionaire shall go to Special account and this fund shall be utilised by the Concessionaire for organizing and conducting public awareness programs interval to be decided by the Authority.

Public awareness programmes should start within one week of the signing of the concession agreement and should continue till at least one year after the start of segregated waste collection and processing facility.

Daily/Fortnightly/Monthly public awareness program details to be provided to the Authority by the first week of every month throughout the concession period:

Prime approach in conducting public awareness programme.

- a. Prime objective of the activities under the programme is creation of public awareness for their responsibility under the SWM Rules, 2016 and explain them contents of the Bye laws framed and also the Authority's and Nodal Agency's plan for improving the services.
- b. The end results aim at full implementation of the directives under the SWM Rules 2016 regarding separate collection of solid waste at source, door to door collection, prevention of littering/ prevention of deposition of all kinds of waste on roads and public places done by them and maintain discipline regarding general cleanliness and nuisance free streets and public places.
- c. The performance evaluation shall be based on criteria of measurement on fortnightly work, planned against carried out and the payment for work shall also be done depending upon the level of performance.

The work coverage - Public Awareness

- a. It is necessary to organize the public awareness programme in the Project Area targeting group wise; in consultation with the Authority & Nodal Agency,

- b. This should be one-day duration workshop to explain the service users the proposed approach of the integrated solid waste management in the Project Area and the role of the service users-citizens and outsiders.
- c. The programme shall be organized on an average 15 days in the work area, target group wise. Target group stake holders; councilors, housing societies, NGO groups, housewives, shop keepers, school children, hawkers, construction agencies citizens etc. should be invited group by group.
- d. The literature, posters and other reading material desired for the programme shall be prepared and distributed.
- e. More cycles shall be repeated by organizing meetings of the local stake holders ward wise or group of wards wise in subsequent months for the next five to Six months. This round shall be completed within the period by which the regular project / work starts on daily basis.
- f. As explained earlier the Public awareness should encompass all the aspects of the compliances under the Rules. Major items shall be
- Separate collection of biodegradable and recyclable waste at source for all the generators,
 - Generators participation and close cooperation in door to door collection,
 - Public participation in prevention of littering & prevention of deposition of garbage, debris and other households in drains and on public roads and places,
 - Encouragement in use of litter bins and keeping them clean,
 - Encouraging citizens for using on demand services of debris and green waste collection,
 - Encouragement of decentralized waste processing at generators end by forming citizens' groups for reducing, reusing and recycling the biodegradable and recyclable components and hand over debris and processing residue to the council for final disposal.
 - Daily/Fortnightly/Monthly programme shall be planned a week in advance to cover systematically the awareness components listed above and implemented.
 - The Concessionaire should plan, organize and conduct the awareness programmes and initiate citizen's group's formation to continue such programmes periodically and help the Authority and nodal agency in monitoring the results.
 - The programme shall be a continuous feature with innovations in approach as the level of response of the users' / beneficiaries changes.

1.3.8 Operations Control Room and Communication System

- A wireless Communication network shall be provided by the Concessionaire for the supervisors as well as on the vehicles and equipment for drivers with a base station at the control room at workshop area/Processing Plant.
- The concessionaire shall provide CCTV monitoring system strategically placed at Secondary Collection Points, Processing Plants and Landfill Sites as where feasibly applicable. The CCTV monitoring system should be capable of being monitored by the Authority, the Nodal Agency and the IE cum PMC through remote computer network or mobile applications.
- All vehicles shall be equipped by GPS/Rfid tags equipment and should be capable of being monitored from the Authority, the Nodal Agency's and the IE cum PMC computer system/control room failing which a penalty of Rs 5000/- per vehicle, per day shall be imposed on the concessionaire.
- The type of system shall be two-way communication wireless or mobile phone.
- There will be a complaint redressal cell established with a toll free number. The toll free number should be communicated to all the user of the system in Concession Area. The complaint received up to 3:00 PM shall be redressed on the very same day and the complaints received after 3:00 PM; these shall be redressed by 11:00 AM on the next day. If the complaints are not redressed as per the time schedule given above; a penalty of Rs. 5,000/- per day per offence shall be imposed on the Concessionaire.
- The control room shall be equipped with the land line toll free telephones/any other suitable communication technology in required number having voice recording facility.
- The Concessionaire may design their own operations management and operations control system before commencing the work.

1.3.9 Operational Records and Operations Control

- a. A computerized system of keeping records of operations & maintenance of the service shall be established and maintained to keep information on all the aspects of the service.
- b. The Concessionaire shall keep all the statutory documents and registers duly recorded for inspection of the Authority and the Nodal Agency before 10 days of commencement on regular basis.
- c. The Concessionaire should also keep operational records:
 - Attendance Cards/ Register of the manpower deployed
 - Log Book of vehicles.

- Register of issue of the disinfectant liquid.
 - Register of Stock of implements, and other materials and their issue.
 - Record of Acceptance of Personnel carriers with registration Numbers & timings.
 - Register for issue of Uniforms and protective gears defined in the specifications.
 - Performance Evaluation Record in separate form for each zone.
 - Operations & Maintenance records of all vehicles.
- d. An overall supervisor, first line supervisors capable of understanding work plan, organizing the work accordingly, and capable of directing, disciplining and controlling work force shall be appointed before commencing the work.
 - e. The driver/operators and supervisors shall keep all records and submit all reports desired to operate the plan and as suggested by the Authority/the Nodal Agency.
 - f. The Contractor supervisors shall keep close liaison with the Authority's and the Nodal Agency's designated officer that is in charge of the work of organizing joint inspection daily as desired for ascertaining work performance.
 - g. An officer from each of the Authority and the Nodal Agency will be named who is in charge of implementing and operating the system of collection and transportation work carried out under this agreement.

1.3.10 Work Timings and frequency of work desired under the plan

- a. Prime objective of the work defined is to see that solid waste- biodegradable, non-biodegradable generated in the Project Coverage Area is separately collected and transported to the final processing or disposal sites within 24 hours without any backlog.
- b. In order to meet the success, the work defines attending collection points thoroughly in time and maintaining them solid waste & nuisance free.
- c. The collection points should be attended by rescue team, if backlog occurred by chance causes, with in the next 12 hours by planning routes or on complaints. This may require deployment of the system in additional shifts.
- d. The entire collection and transportation work defined earlier (doorstep collection, collection from transfer points and on demand service and transportation of waste to processing and disposal sites) shall be carried out generally during the work timings as below

Sr. No	Activity	Time Schedule
1.	Daily Door to Door collection of MSW from Various Households and commercial establishments.	6:00 AM to 09:00 AM
2.	Collection of waste from commercial areas and tourist areas: twice a day	6:00 AM to 08:00 AM & 4:00 PM to 06:00 PM
3.	Burial ground/ crematorium and play grounds	6:00 AM to 10:00 AM
4.	Markets	6:00 AM to 8:00 AM & 10:00 PM to 6:00 AM
5.	Transportation of MSW to Dry waste collection center/ segregation point and or processing /landfill site	As per the time schedule proposed by the DMC officials

Note: these are indicative timelines and this will change by the Authority and Nodal agency as per their requirement.

- Concessionaire shall provide the specified services on all 365/366 days of the year.

1.3.11 Statutory Laws, Rules and Rules and Regulations Applicable

The Concessionaire should adhere to the following laws, rules, regulations and all Government of India (Gol.) as well as UT Administration of Daman and Diu Rules, Regulations and Directives present, amended, updated and added during the work period applicable to the Project / Work of the components covered;

- a. The SWM Rules 2016 of MoEF, Gol, under EPA, 1986
- b. Recommendations of the Committee constituted by the Hon. Supreme court, in 1999.
- c. Rules under Environmental, Health and Safety Aspects
- d. Other Environment Protection, Environmental Pollution Control laws, rules and directives
- e. Environmental Emission laws
- f. Motor vehicle Act and Vehicles Emission Control
- g. Labour Laws –Minimum wages, Contract Labour Abolition and Regulation
- h. Good Industry Practice
- i. Any other norms prescribed by the authorities who are applicable from time to time for the project/ work in this tender.

1.3.12 Management of Labour and Prevention of Events of Accidents

- a. The Concessionaire shall comply with all the provisions of the laws regarding deployment of labour under the contract; The Abolition of contract Labour Act, The Minimum Wages Act, The Workmen's Compensation Act and the provisions of the SWM Rules 2016.
- b. It shall be the liability and responsibility of the Concessionaire to implement the provisions of these acts.
- c. In addition
 - The Concessionaire shall not employ in connection with the work any person who has not completed 18 years of age.
 - The Concessionaire shall furnish to the Authority / Nodal Agency; information on the various categories of labour employed by him and the facilities given to the employees in the form prescribed for the purpose at such intervals as may be specified in the work specification.
 - The Concessionaire shall keep all records desired under the said labour laws and submit periodical returns to the respective statutory authorities.
 - The Concessionaire shall in respect of labour employed by him comply with provisions of the various labour Laws and the Rules and Regulations as applicable to them in regards to matters provided therein and shall indemnify the Authority / Nodal Agency in respect of all claims that may be raised against the Authority / Nodal Agency for non-compliance thereof by the Concessionaire.
 - The Concessionaire shall obtain the license in accordance with the rules and provisions of contract Labour (regulation and abolition) Act, 1970 and adhered to all terms and conditions stipulated therein.
 - The Concessionaire shall pay their worker - supervisor, labourer, drivers etc. as per the minimum wages act in force and amended from time to time.
 - The Concessionaire or their authorized representative shall on the written directions of the Authority / Nodal Agency, immediately take disciplinary action for default or non-performance.
 - In the event of the Concessionaire committing a default or breach of any provision of the above labour laws and SWM Rules, 2016 and Regulations as applicable, and pointed out by the statutory authority, the Concessionaire shall without prejudice to any other liabilities under the Act pay to the Authority and Nodal Agency, a sum not exceeding Rs. 5000/- per day for each default till it is redressed.
 - Notwithstanding anything contained herein, the Authority / Nodal Agency, may take such action as may be necessary for compliance of the various labour laws for this contract and to

recover the actual cost incurred by the corporation there of from the Concessionaire if the Concessionaire is the defaulter.

- d. It will be the total responsibility of the successful Concessionaire to maintain requisite documents, registers, wage cards, daily attendance muster, and service records including P.F., Gratuity etc where applicable and submit returns regularly to the statutory authority; as per rule.

Facilities and Benefits for the Work Force Employed

The successful Concessionaire shall furnish the details of the work force employed for the work defined in this document – details of the workers including those for supervision before commencing the work. Each person (including Supervisor) deployed on this work shall be provided the following facilities.

- Uniform – Pant, shirt / apron, cap – approved by the Authority / Nodal Agency (visible distinctly at night)
- The name of the person and level shall be either knitted on pocket of the apron or name embossed on plastic badge.
- A set of Hand Gloves, Mask and safety shoes will be given to all employees up to supervisors.
- A set of gum boots and rain wear shall be provided.
- If the employees are found without proper dress code; a penalty of Rs. 1000 per person per default shall be imposed on the Concessionaire.

1.3.13 Process of start-up and Implementation

- a. The successful Concessionaire will be given Letter of Intent (LoI) and subsequently the signing of this agreement within such period as directed in the LoI or such period as directed by the Authority and/or the Nodal Agency. The performance guarantee as per terms & conditions of the Article 5 clause 5.1 of this agreement shall be submitted by the concessionaire.
- b. The final supply of all vehicles, equipment, Machines, Materials, accessories, implements, shall be made for commissioning with in the period stipulated earlier.
- c. Commissioning and the successful trial of all vehicles, equipment, Machines, Materials, accessories, implements desired for the work assigned shall be given to the designated person of the Authority / Nodal Agency as mentioned earlier.
- d. There after Delay in starting the regular work in the Project Area shall attract a penalty of Rs.5000 per day, which shall be recovered either from Performance guarantee or monthly bill, if the delay is on account of the service provider.

- e. On receipt of the Lol, the Concessionaire should place orders for all requisites immediately to avoid delay in starting the work. A copy of the order placed with the manufacturer for all vehicles, equipment, machinery and infrastructure and their confirmation to dispatch them in stipulated time should be produce as stipulated earlier for prototypes and for remaining with in the period specified after the approval of prototypes is received.

1.3.14 Smart solutions for Solid waste management operations

The Authority / Nodal Agency intends to implement a GIS/GPS enabled Solid Waste Management System to automate the entire process of waste collection to disposal, including online tracking of waste collection vehicles, their routes and activities at Temporary Transit Stations (TTS). The smart solid waste management system will track and monitor the following;

- i. Vehicle tracking – will give the live and archived location of all solid waste vehicles in Diu.
- ii. RFID based waste collection system - allow real-time tracking of waste collection.
- iii. This will be integrated MIS system of solid waste management operator to track the weight and type of waste collected per day.
- iv. Auto push SMS/ message to CO, DMC and Market and sanitation inspector of key data like- Amount of waste collected per day etc

The detailed technical and functional requirement specification of the entire system is mentioned in SCHEDULE 9 of this document.

2 Concession

2.1 Grant of Concession

Subject to and in accordance with the terms and conditions set out in this Agreement, the Authority and the Nodal Agency hereby irrevocably grants to the Concessionaire and the Concessionaire hereby accepts exclusive right and authority, during the tenure of this Agreement, to investigate, study, design, engineer, procure, finance, construct, operate and maintain the Project Facilities and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements granted under this Agreement:

- a. To undertake the collection of Municipal Solid Waste from the Project Coverage Area and other places as directed by the Authority and the Nodal Agency from time to time, and the transportation of the same to Processing Plant & Landfill site, during each day of the Term.
- b. to develop MSW Processing Facility with Engineered Sanitary Landfill and processing of the MSW in the Processing plant as per the conditions set forth herein or the RFP during the term of the project.
- c. to dispose the residual inert matter / post processing rejects to the landfill site.
- d. to receive all the fiscal incentives and benefits accruing in respect of or on account of the Project and also benefits from sale of by-products / recyclables.
- e. Transfer the facility and assets to the Authority and the Nodal Agency as the case may be at the end of the Concession Period as per provisions of Article 10 of this agreement

2.2 Concession Period

The concession period of the project shall be for 20 years from the date of signing the Concession Agreement till the expiry of the Contract. At the end of this period, the Concessionaire shall transfer the assets to the Authority and the Nodal Agency as the case may be free of charge.

First Phase: Operations for door to door Collection and Transportation of MSW; in the project coverage area should start from 31st day of signing of Concession Agreement, This must be accompanied with awareness generation through interactive activities for maximum participation of masses and behavioural change towards sanitation and hygiene.

Second Phase: The Concessionaire shall complete all infrastructure work required for successful processing of MSW within in 4 months of signing of Concession Agreement or 3 months of issue of Environmental Clearance/Consent to Operate to the Project whichever is earlier. If the commencement/completion the work stipulated in the second phase delays due to grant of Environmental Clearance/Consent to Establish the Authority and/or the Nodal Agency may consider extension in timeline for completion of the second phase on request of the concessionaire along with sufficient documentary proof. During this time the concessionaire shall deposit the collected waste at the temporary storage area (over the HDPE bottom liner) within the

project site. The concessionaire shall have to store the waste at the site and then dispose it in either the scientific Landfill constructed or process it if possible. The concessionaire shall submit a MSW characterization report of such interim disposed waste to the IE cum PMC or the Authority/Nodal Agency and proceed for processing of the interim waste only upon the approval from the Authority and/or Nodal Agency. If the same is not approved by the Authority and/or Nodal Agency, the concessionaire shall dispose the waste to the scientific Landfill.

Third Phase: The concessionaire shall start receiving and processing the MSW at Processing plant; on or before first day of Fifth (5th) month or completion of second phase of project whichever is later and onwards of signing of Concession Agreement. The concessionaire shall complete the first cell of the engineered landfill within 4th month of signing of concession agreement or within 2 months of issue of Environmental Clearance whichever is earlier. The concessionaire shall finish the complete engineered landfill construction work within 9th month of signing of concession agreement or with the completion of second phase whichever is later. From the beginning of third phase and during the entire duration thereon, the waste collected and deposited shall be the property and responsibility of the concessionaire.

Rehabilitation & Reuse (Bio Mining & Remediation) of Existing Land Fill site: The Concessionaire shall complete Bio mining & Remediation of existing waste before 12 month of signing of concession agreement.

The first and second phase is given for procuring equipment, vehicles, recruiting & training manpower, installing related infrastructure for collection and transportation and processing activities, preparing micro plan for the operations of collection, transfer and transportation of municipal solid waste, setting up processing units (composting & RDF (if applicable)) and commissioning of the equipment, vehicles, and taking trial runs; and planning and organizing public awareness drive in project areas.

The entire process of preparing the micro plan, procuring vehicles, recruiting and training manpower, commissioning of all the systems shall be completed within first and second phase mentioned above.

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

2.3 Acceptance of Concession

In consideration of the rights, privileges and benefits conferred upon the Concessionaire, and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform / discharge all of its obligations in accordance with the provisions hereof.

2.4 Rights Associated with the Grant of Concession

Without prejudice to the generality of foregoing, the Concession hereby granted to the Concessionaire shall include without being limited to, and shall entitle Concessionaire, without requiring any further authorization (except sub clause (h) below) from the Authority and the Nodal Agency, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- a. to design, engineer, finance, procure, construct, install, commission, operate and maintain each of the Project Facilities either itself or through such Person/agency as may be selected by it;
- b. upon commissioning of a Project Facility, to manage, operate and maintain the same either itself or through such Person/agency as may be selected by it;
- c. to borrow or raise money or funding required for the due implementation of the Project.
- d. to Collect the MSW currently or in future generated from the Project coverage area or other such areas/places amended by the Authority and the Nodal Agency from time to time and Transport collected MSW to the Project processing site and dispose the residual inert matter as per provisions of this Agreement.
- e. to store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the MSW and to further retain and appropriate any revenues generated from the sale of such products.
- f. to obtain the utilities required for enabling the construction of the Project Facilities, without any additional cost or charges, other than the applicable user charges for the utilities
- g. exclusively hold, possess, control the Site (but not to own), in accordance with the terms of the Concession Agreement and Land Lease Agreement, for the purposes of the due implementation of this Project, in accordance with the terms of this Agreement
- h. To advertise on Collection & Transport vehicles, Transfer Stations, and workshop-site as well as Processing Plant installed by concessionaire after obtaining written approval by the Authority/the Nodal Agency.

2.5 Renewal of Concession

The Authority and the Nodal Agency may agree to renew or extend the Concession after the expiry of the initial Term, for another period of ten years or such other period as may be mutually agreed to and on such terms and conditions as mutually agreed upon.

2.6 Conditions Precedent

This Agreement and the Concession granted herein by the Authority and the Nodal Agency to Concessionaire are valid and binding from the date of execution of this Agreement *provided however*, the obligations of Concessionaire under this Agreement would become effective and binding, only upon the satisfaction of the following conditions precedent:

- a. The Authority or The Nodal Agency as the case may be, at its own cost and expense, vested with Concessionaire the complete and lawful right, title and peaceful possession of the Site, in accordance with the provisions of Order No. dated, in a “as is where is” condition after undertaking all such developments as required for the purpose.
- b. Concession Agreement has been signed and became effective.
- c. All the applicable approvals required to enable the commencement of the Project and the commencement of the construction of the Project Facilities have been obtained by the relevant Party who is required to obtain the relevant applicable approval.
- d. The Concessionaire submits the Performance Security
- e. The Concessionaire shall obtain Financial Closure within three months of signing of concession agreement. Concessioner to note that attaining financial closure is the sole responsibility of the Concessioner and the Authority and the Nodal Agency has no role and responsibility in it.
- f. The Concessionaire would be required to submit their implementation and work plan for the construction phase of the Project highlighting the milestones to be achieved.
- g. The Concessionaire shall obtain approval for the work plan as per the standards and specifications within 2 months after signing of this Concession Agreement from the Authority and the Nodal agency.

2.7 Non Compliance with Conditions Precedent

- 2.7.1 It is agreed that, if the above preconditions on part of either of the parties not met within three (3) months from the date of execution of this Agreement (except Article 2.6 (d) for which the non-compliance has been stipulated separately in 2.7.2 hereunder), then other party shall have the option of either: (i) extending the time period for satisfaction of the conditions precedent by another three (3) months or (ii) terminate this Agreement.

- 2.7.2 It is to be noted that the submission of Performance security as per provision of Article 2.6 (d) shall be done by the concessioner simultaneously with the signing of the concession agreement. An extension of maximum one month, from the date of signing of Concession agreement, for submission of the same may be provided by the Authority and the Nodal Agency at their own discretion, if the same is requested by the concessionaire citing suitable reasons. The decision for extension in time period for submission of the performance security is on the sole discretion of the Authority and the Nodal Agency and the same shall be binding on the concessionaire. If the performance security is not submitted by the concessionaire within the stipulated time period or extended time period as the case may be, the Authority and the Nodal Agency at its own discretion may terminate this agreement or take such decisions as may be deemed fit to it.
- 2.7.3 If the non-compliance is by the Concessionaire, then the Authority and the Nodal Agency shall terminate the Agreement and Concessionaire forfeit the Bid Security and / or the Performance Security by way of Damages. If it is the Authority and/or the Nodal Agency's event of non-compliance it shall refund in full Bid Security or the Performance Security.

2.8 Option with Concessionaire on non-satisfaction of Conditions Precedent

Without prejudice to the provisions of Clause 2.7, in the event the conditions precedent on the part of the Authority and/or the Nodal Agency, are not satisfied within six (6) months from the date of execution of this Agreement, then Concessionaire shall, at its discretion, also have the right to waive the requirement of satisfaction of any of the unsatisfied conditions precedent and undertake to satisfy such conditions precedent itself, but at the cost and expense of the Authority and/or the Nodal Agency.

In such circumstances, all costs and expenses that Concessionaire may incur in the course of satisfying such conditions precedent shall be adjusted against any amount payable by Concessionaire to the Authority/the Nodal Agency, subject to duly certified by the Statutory Auditor of the Company. The Authority and the Nodal Agency shall indemnify Concessionaire against any liability that it may incur in the course of satisfying such conditions precedent.

3 Project Site

3.1 Handover of Site

- a) The Nodal Agency shall handover to the Concessionaire within Thirty days from the date of signing of this Agreement, on as-is-where-is basis, physical possession of the Sites free from encumbrance, for the purpose of implementing the Project.
- b) Upon the Site being handed over pursuant to the preceding sub-article (a), the Concessionaire shall, subject to the provisions of **Article 5**, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Site as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Site

- a) The Concessionaire shall have the right to the use of the Site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- b) The Concessionaire shall not part with or create any encumbrance on the whole or any part of the Project Facilities, including the Site save and except with the written consent of the authority & Nodal Agency.
- c) The Concessionaire shall not, without the prior written approval of the Authority and the Nodal Agency, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- d) The Concessionaire shall allow access to and use of the Site for laying / installing / maintaining telegraph lines, electric lines or for such other public purposes as the Authority/the Nodal Agency may specify;
 - Provided that such access or use shall not result in a material adverse effect and that the Authority or the Nodal Agency as the case may be shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.
 - Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur / suffer any liability on account thereof.

3.3 Possession of Site

The Authority / Nodal Agency hereby warrants that:

- a) The Site together with the necessary right of way/way-leaves has been acquired through the due process of law, belongs to and is vested in the Authority / Nodal Agency and that the Authority / Nodal Agency has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.
- b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in physical possession and enjoyment of the whole Site during the Active Operations Period, and the area on which the Landfill Facility has been created during the Post Closure Period.

In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof, the Authority / Nodal Agency shall, as called upon by the Concessionaire, defend such claims and proceedings at its costs and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

4 Independent Engineer cum Project Management Consultant (IE cum PMC)

4.1 Selection of IE cum PMC

The Independent Engineer cum Project Management Consultant (IE cum PMC) for this project shall be as mentioned below:

- 1) Project Implementation Phase: The IE cum PMC during project implementation/ construction phase shall be the PMC already engaged by DSCL for Diu Smart City project.
- 2) Project Operations Phase: The IE cum PMC during project operations period shall be appointed by the Authority and Nodal Agency as specified below.

The Authority and Nodal Agency shall select and appoint a firm of engineering consultants who have experience in municipal solid waste management projects as Independent Engineer cum Project Management Consultant (IE cum PMC) during the operations phase. The appointment of the IE cum PMC shall be through competitive tender by the Authority. The brief Scope of Work of the IE cum PMC shall be as per the scope set out in Schedule 3.

- a) The initial term of the IE cum PMC shall be for 2 years, which may be reviewed / renewed / extended for further periods of similar term at a time.
- b) So long as no IE or PMC is appointed, the Authority and the Nodal Agency or its designated officer/entity/ organization, shall act as IE or PMC.
- c) The Concessionaire shall have no right to object to any penalty, or shall not be entitled to refuse to perform any of his duties only on the ground that no IE or PMC was appointed

4.2 Payments to IE cum PMC

All fees, costs, charges and expenses payable to the IE cum PMC shall be in accordance with the terms of its appointment (collectively "the Remuneration") shall be borne by the Authority and the Nodal Agency in equal ratio. The Payment to the IE cum PMC shall be made by the Special account (tipping fees reserve account) maintained by the Authority and the Nodal Agency.

4.3 Replacement of the IE cum PMC

The Authority and/or the Nodal Agency may replace the IE cum PMC at its own discretion. Till the period the replacement IE cum PMC is appointed the designated officer of the Authority and/or the Nodal Agency shall function in the role of IE cum PMC for the Project.

4.4 Constitution of Steering Group

The Authority and the Nodal Agency shall through an office order constitute a Steering Group comprising of a representative each of the Authority, the Nodal Agency, Concessionaire and IE cum PMC within 60 days of this Agreement.

4.5 Functions of Steering Group

The Steering Group shall hold meetings at least once in three months to review the progress during the implementation period of the project and every six months during the operations period. The Steering Group shall carry out such functions and exercise such powers as are prescribed / conferred under this Agreement.

5 Concessionaire's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

5.1 Performance Security

- a. The Concessionaire shall, for due and punctual performance of his obligations hereunder relating to the Project, deliver to the Authority / Nodal Agency, simultaneously with the execution of this Agreement or within any extended timeframe as per provision of Article 2.7.2, a FDR/Bank Guarantee from a scheduled bank acceptable to the Authority and the Nodal Agency, in favour of 'The Chief Officer, Diu Municipal Council' and 'The Chief Executive Officer' District Panchayat Diu, in the form as set out in Schedule 8, ("Performance Security") for Rs. 85.00 Lakh (Rupees Eighty Five lakhs only)
- b. The Performance Security submitted by the concessionaire shall be released by the Authority and the Nodal Agency as per the below schedule

Sr. No.	Project Timeline	% Release of the Performance Security Amount
1.	After 60 days from the end of concession Period on successful completion and handover of the Plant and assets as per the Provision set forth in this Concession agreement	100%

The Performance Security shall be released by the Authority and the Nodal Agency as per above schedule only after the satisfactory fulfillment of the obligations by the concessionaire as per the provision of the concession agreement. If any of the timeline scheduled for the release of the performance security is not meet by the concessionaire satisfactorily the release timeline should be extended to the time till the timeline is met up to the satisfaction level of the Authority and the Nodal Agency.

- c. The Performance Security shall be kept valid for the duration of the Concession Agreement as per the required schedule mentioned in clause 5.1. (b) above. The concessionaire shall renew the Bank guarantee submitted as performance security and submit to the Authority and Nodal Agency at least 45 days before the expiry of the submitted Performance Security Bank Guarantee.

Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to the Authority's & Nodal Agency's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

5.2 Financing Arrangement

- a. The Concessionaire shall at its cost, expenses and risk make financing arrangements for the capital cost of the Project Facilities and to meet all of its obligations under this Agreement, within three months from the date of signing of this Concession Agreement. The Authority / Nodal Agency may extend this period in its sole discretion on causes beyond the control of the Concessionaire.
- b. Bidders would be required to submit their implementation and work plan for the construction phase of the Project highlighting the milestones to be achieved

5.3 Drawings

(a) Preparation of Drawings

- i. The Concessionaire shall subject to the Construction Requirements, submit drawings of the Project and shall be made available to the IE cum PMC for review and adoption. Provided that, the Concessionaire shall in any event be solely responsible for the adequacy of the drawings.
- ii. If the Concessionaire proposes any modifications to the drawings made available to the IE cum PMC, if any, or submits alternate drawings or drawings in respect of any item for which no drawings are made available to the IE cum PMC initially, the same shall be subject to review by the IE cum PMC as hereinafter provided in Clause (b).

(b) Review of Drawings

- i. The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the drawings to the IE cum PMC and the Authority / Nodal Agency.
- ii. By forwarding the drawings to the IE cum PMC and the Authority / Nodal Agency pursuant to the preceding clause (i), the Concessionaire shall be deemed to have represented that it has verified and determined that the drawings forwarded are in conformity with the Construction Requirements.
- iii. Within 15 days of receipt of the drawings, IE cum PMC shall review the same taking into account, inter-alia, comments of the Authority/ Nodal Agency, if any, thereon, and convey its comments / observations to the Concessionaire on the conformity of drawings with Construction Requirements. If the comments / observations of the IE cum PMC indicate that the drawings are not in conformity with the Construction Requirements, such drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to IE cum PMC for further review. The IE cum PMC shall give its observations and comments, if any, within 15 (Fifteen) days of receipt of such revised drawings, which shall be taken into account by the Concessionaire while finalizing the drawings.

- iv. If, within the period stipulated in the preceding clause (iii), the IE cum PMC does not respond to the drawings submitted to it by the Concessionaire, the Concessionaire shall be entitled to proceed with the Project on the basis of such drawings submitted by it to the IE cum PMC, and intimate the same to the Authority/ Nodal Agency. The same should be highlighted in the periodic reporting by the Concessionaire.
- v. Notwithstanding any review or failure to review by or the comments / observations of the IE cum PMC or the Authority/ Nodal Agency, the Concessionaire shall be solely responsible for the adequacy of the drawings and their conformity with the Construction Requirements, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.
- vi. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from the Authority/ Nodal Agency.
- vii. The Concessionaire shall in consultation with the IE cum PMC finalize an implementation schedule for the Project in accordance with the Construction Requirements.
- viii. Within fifteen days of issue of Readiness Certificate or Provisional Readiness Certificate, as the case may be, the Concessionaire shall furnish to the Authority/ Nodal Agency three copies of "as built" drawings of the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements.

5.4 Project Implementation: Construction Works

- a. Prior to the commencement of construction all the as detailed engineering drawings and construction schedule shall be reviewed by the IE cum PMC if it is in place or the Authority and Nodal Agency's designated officer in role of IE cum PMC. All construction works shall be initiated only after the due approval from the Authority.
- b. The Concessionaire shall adhere to the Construction Requirements and achieve COD on or before the Scheduled Project Completion Date.
- c. The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements.
- d. The Concessionaire shall, before commencement of Construction Works;
 - i. have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the IE cum PMC / the Authority / Nodal Agency and to be responsible for all necessary exchange of information required pursuant to this Agreement;

- ii. Deleted
- e. For the purposes of determining that Construction Works are being undertaken in accordance with the Construction Requirements and O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the IE cum PMC and the Construction Requirements and O&M Requirements. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- f. All Tests shall be conducted in accordance with Construction Requirements. If the Tests are successful and the Project Facilities can be safely and reliably opened for operation, the IE cum PMC shall issue Readiness Certificate. Provided, notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests, the IE cum PMC determines that the Project Facilities can be safely and reliably opened for operations, the IE cum PMC may issue Provisional Readiness Certificate to the Concessionaire. The Provisional Readiness Certificate shall have appended thereto a list of outstanding items signed jointly by the IE cum PMC and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within such time as may be determined by the IE cum PMC, not exceeding 90 (ninety) days of the date of issue of the Provisional Readiness Certificate. Upon satisfactory completion of all Punch List items, the IE cum PMC shall promptly and in any case within 15 days thereof, issue Readiness Certificate.
- g. If the Concessionaire fails to complete the Punch List items within the said period of 90 days, the Authority may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Concessionaire. The cost incurred by the Authority / Nodal Agency in completing the Punch List items, as certified by the IE cum PMC, shall be reimbursed by the Concessionaire to the Authority / Nodal Agency within 7 days from the date of receipt of a claim in respect thereof from the Authority / Nodal Agency. Thereupon, IE cum PMC may issue Readiness Certificate. In the event of delay in completing Punch List items, the Authority / Nodal Agency shall at its discretion impose penalty for an amount not exceeding 0.02% of the Project Cost per week up to a maximum of 5% of the Project Cost.
- h. The IE cum PMC, may, by written notice, require the Concessionaire to suspend forthwith the whole or any part of the Construction Works, if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Construction Requirements. The cost of preservation consequent to the suspension of the works will be solely upon the Concessionaire.
- i. The Project shall be deemed to be complete and ready to receive MSW only when the Provisional Readiness Certificate or the Readiness Certificate is issued by the Authority/ Nodal Agency / IE cum PMC in accordance with the provisions thereof.

Provided if COD is delayed beyond 30 days of the Scheduled Project Completion Date, the Authority / Nodal Agency shall, subject to the provisions of Article 9, be entitled to terminate this Agreement and to appropriate the Performance Security.

- j. In the event of delay in completing the Project as per the Scheduled Project Completion Date, the Authority/Nodal Agency shall, at its discretion, impose penalty for an amount not exceeding 0.02% of the Project Cost per week up to a maximum of 5% of the Project Cost.

5.5 Project Implementation: Operation and Maintenance

- a. The Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Requirements.
- b. The Concessionaire may undertake operations and maintenance of the Project Facilities by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.
- c. The Concessionaire shall, during the Active Operations Period;
 - i. have requisite organization and designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Project, to deal with the IE cum PMC / the Authority / the Nodal Agency and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - ii. for the purposes of determining that the Construction Works and Project Facilities are being maintained in accordance with the Construction Requirements and O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the IE cum PMC. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
 - iii. Conduct all Tests to ascertain compliance with Construction Requirements and O&M Requirements.
 - iv. Suspend forthwith the whole or any part of the Construction Works upon receiving a written notice from the IE cum PMC/The Authority/The Nodal Agency, who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Authority/the Nodal Agency/IE cum PMC, the operations are being carried on in a manner that is not in conformity with the O&M Requirements.
- d. In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that

effect issued by the Authority/the Nodal Agency/ IE cum PMC (“Notice to Remedy”), the Authority/The Nodal Agency may, without prejudice to any of its other rights / remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by the Authority/the Nodal Agency on account of such operation and maintenance or repair and maintenance within 7 days of receipt of the Authority/the Nodal Agency claim therefore. In addition, the Authority/the Nodal Agency will charge an administrative cost up to a maximum of 5% of the Total Project Cost.

- e. The Concessionaire shall be deemed to be in material breach of O&M Requirements if the Authority/the Nodal Agency/IE cum PMC after issuing show cause notice to the concessionaire and giving him an opportunity of being heard, has determined that due to breach of its obligations by the Concessionaire:
- i. There has been failure / undue delay in carrying out scheduled / planned maintenance or the scheduled / planned maintenance has not been carried out in accordance with the O&M Requirements;
 - ii. The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
 - iii. There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations;
 - iv. There has been persistent breach of O&M Requirements. For avoidance of doubt, persistent breach shall mean:
 - any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the Authority/the Nodal Agency/IE cum PMC;
 - recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Authority/the Nodal Agency /the IE cum PMC requiring the Concessionaire to remedy a breach, and
 - repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of a material breach of O&M Requirements, the Authority/the Nodal Agency shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement. In addition to the same, the Authority reserves the right to impose penalty for the failure to adhere the O&M Requirements by the Concessionaire, for an amount not exceeding 0.02% of the Project Cost per week up to a maximum of 5% of the Project Cost.

5.6 Insurance

The Concessionaire shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. The Concessionaire shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to the Authority/the Nodal Agency whenever requested for.

5.7 Un-insurable Risks

If during the Concession Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

5.8 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall designate the Authority /Nodal Agency as the beneficiary for the assets under ownership of the Authority / Nodal Agency as per Clause 10.1 and may designate the Lenders as the beneficiaries for the assets under the Concessionaire's ownership as per Clause 10.1 or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

5.9 Environmental Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto.

The Concessionaire shall obtain and maintain from time to time all necessary clearances from the Ministry of Environment Forest and Climate Change (MoEF & CC), Pollution Control Board (PCB) or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

The Concessionaire shall be responsible for the development, construction, operation & maintenance of the project facilities as per the applicable laws, regulations; guidelines etc. and

ensure that there is no damage to the environment due the development and operation of the facilities. The Concessionaire shall be liable to meet any expenses / compensation to be paid due to pollution/environmental damage or remediation caused by the development, operation and maintenance of the project facilities.

5.10 Land Use

The Concessionaire shall ensure optimum utilization of the Site(s) and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities, unless otherwise permitted under this agreement. However, it may be noted that the Concessionaire shall not be allowed to construct any residential units / dwellings within the Site(s).

5.11 Weighing, Acceptance and Rejection of MSW

- a. The Concessionaire shall weigh the MSW at the receipt point of Processing site and also at entry gate to the land filling area to weigh the inerts and rejects from processing prior to disposal of the same in the Sanitary Landfill in the manner as set out in the O&M Requirements. The Concessionaire shall ensure that construction debris is not mixed with MSW. **The Concessionaire shall maintain separate records of the waste collected from the Authority's Jurisdiction area including other such areas as directed by the Authority from time to time and Nodal Agency's Jurisdiction areas including other such areas as directed by the Nodal Agency from time to time. The Concessionaire shall submit the statement of such separate weight statement along with his monthly bill.**
- b. The Concessionaire hereby undertakes for collection, transportation and processing of all MSW generated within the project area, except as provided under clauses (d) and (e) below.
- c. The Concessionaire shall endeavor to collect the waste (Primary and Secondary) in segregated manner as dry (in-organic) and Wet (Organic) manner only as per the guidelines of SWM rules 2016 and shall transport the same in the segregated form to the processing plant.
- d. The Concessionaire may also collect, transport and Process MSW supplied by a third party, other than the one collected from the Project Coverage area, generated within the Territory of Diu or outside it. However, such receipt & processing of additional waste shall only be undertaken by the concessionaire by prior written approval from the Authority / Nodal Agency. **The Concessionaire shall maintain a separate account including the weight statement of such waste collected/received and processed within the project facility and submit monthly statement of such statement to the IE cum PMC. The Authority and the Nodal Agency shall not pay for such additional waste intake from a third party.**
- e. In case the MSW collected by the concessionaire contains Hazardous Waste and / or Bio-medical waste, the Concessionaire upon becoming aware of the same shall decline to process such MSW, and cause the same to be unloaded in a separate area within the project site for inspection by the IE cum PMC, whereupon /IE cum PMC shall inspect and certify whether the

particular lot of MSW is fit for being accepted by the Concessionaire. In case the IE cum PMC certifies that MSW is not fit for acceptance by the Concessionaire, the concessionaire shall remove the same within 48 hours from the time of issue of such certificate, as per the instruction of disposal of such waste at its own cost

5.12 Sale/Distribution of Compost/ Manure & Energy and other Recyclables

- a. The Concessionaire may adopt such processes and methods as it considers necessary or expedient for Processing of MSW - at the Project Facilities, subject to meeting the Construction Requirements and O&M Requirements.
- b. The Concessionaire shall be free to sell or otherwise dispose of the recyclables, energy (power) and/ or other material recovered after Processing the MSW, at the Project Facilities at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate subject to meeting the O&M Requirements. The revenue from such sale shall go to concessionaires account.

5.13 Landfilling

- a. The Concessionaire shall carry out land filling, including carrying out of relevant Tests, in accordance with O&M Requirements. The Concessionaire shall weigh the Landfill waste prior to disposal of the same in the landfill facility.
- b. The landfill facility has to be planned to have separate cells to accommodate the rejects from the waste processing by the Concessionaire. It is the obligation of the Concessionaire to limit the landfill within the allocated land under the order of the Authority / Nodal Agency and the Authority/Nodal Agency shall not be held responsible for overutilization of the land by the Concessionaire.
- c. The concessionaire shall plan the land usages for the project site Including the Waste Storage area, Processing Plant, administrative buildings, SLF area in such a manner so that no additional land is required for fulfillment of the project scope by the concessioner during the concession period. The Nodal Agency/The Authority shall not provide any additional land other than as mentioned in this agreement during the concession period.

5.14 Deleted

5.15 General Obligations

The Concessionaire shall at its own cost and expense:-

- a. investigate, study, design, construct/ renovate, operate and maintain the Project Facilities in accordance with the provisions hereof;

- b. Shall coordinate and assist to obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c. comply with Applicable Law governing the operations of Municipal Solid Waste processing units and engineered sanitary landfills at all times during the Concession Period;
- d. ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of the Authority and the Nodal Agency to step into such contract/s at the Authority's/Nodal Agency's discretion, in place and substitution of the Concessionaire.
- e. endeavor to sell or otherwise dispose off, without land filling, all recyclables in a manner which is not detrimental to the environment;
- f. endeavor to improve the ancillary conditions and infrastructure related to the Project including assistance to informal recycling workers,
- g. procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- h. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Authority and the Nodal Agency against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority and the Nodal Agency be treated as employer in this regard;
- i. make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- j. be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- k. ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any with the support/ assistance from the Authority/Nodal Agency.
- l. upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of the Authority/the Nodal Agency for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- m. pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.

5.16 No Breach of Obligations

The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Article 8.3;
- b. the Authority / Nodal Agency Event of Default provided such default shall be deemed to have been established only when Planning and Development Authority, Diu holds so;
- c. Compliance with the written instructions of from the Authority, the Nodal Agency or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- d. Any repair or maintenance work being undertaken on one or more of the Project Facilities that requires suspension of the operations of the Plant.
- e. Closure of the Project Facilities or part thereof with the approval of the Authority/the Nodal Agency / the IE cum PMC
- f. Orders of any court having competent jurisdiction

5.17 Maintenance of Records

The Concessionaire shall Maintain a separate record of the Waste Collected from the Authority's Jurisdiction area (Diu Municipal Council jurisdiction area including other such areas as directed by the Authority from time to time) and the Nodal Agency's jurisdiction area (Bucharwara, Zolawadi, Vanakbara, Saudwadi including other such areas as directed by the Nodal Agency from time to time) duly counter checked by the IE cum PMC. The Concessionaire shall submit the separate statement of waste handled along with their monthly bill to the Authority / Nodal Agency. The Concessionaire shall also maintain records of the quantum (measured in tonnes) of waste processed, rejects disposed to the Landfill Facility, duly counter checked by the IE cum PMC or his representative and provide monthly, quarterly and annual reports of the same to the IE cum PMC along with any other details sought by IE cum PMC/ the Authority/the Nodal Agency.

6 The Authority's and The Nodal Agency's Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority and the Nodal Agency shall have the following obligations:

6.1 Specific Obligations

- (a) The Concessionaire shall collect MSW at their cost, risk and expense and transport it to the Waste Processing Facilities in any given Month after COD till end of concession period, an aggregate quantity of MSW, calculated as follows,

$$W_{\text{Assured/month}} = (W_{\text{Assured/day}} \times D) \text{ MT}$$

Where

' $W_{\text{Assured/month}}$ ' is the aggregate quantity of generated MSW (quantity of MSW Collected and Transported) during any given Month ("Assured Waste Quantity") and ' D ' is the number of days in such Month, excluding the number of days in such Month wherein the concessionaire is exempted from meeting its obligation herein in accordance with the provisions of this Agreement.

The initial value of ' $W_{\text{Assured/day}}$ ' - Assured Waste Quantity/day (valid up to 365 days from the date of COD) 15 MT/ day.

The above formula for the Assured Waste Quantity shall be valid only after submission of a written undertaking by the Concessionaire to collect and Transport the waste from the entire Project coverage area and in accordance to the terms and condition of this agreement. Any breach or non-fulfillment of the obligations of such undertaking shall attract a penalty of equivalent amount as claimed by the concessionaire for shortfall payment as provided in sub-clause (b) below. After the expiry of initial validity period of the " $W_{\text{Assured/day}}$ " (Assured Waste Quantity/Day), the Authority and the Nodal Agency at their sole discretion shall fix the value of assured waste quantity (" $W_{\text{Assured/day}}$ ") for the purpose of this clause 6.1 and the same shall be acceptable by the concessionaire.

- (b) In case the aggregate quantity of generated MSW (quantity of MSW Collected and Transported) in any given Month on a quarterly basis, falls short beyond 80% of the Assured Waste Quantity (' $W_{\text{Assured/month}}$ ') calculated in accordance with clause (a) above, the Authority and the Nodal Agency shall compensate the Concessionaire at the rate of 20% of Tipping Fee Rate prevailing on that date for each ton of shortfall. Such payment being made by the Authority and the Nodal Agency in accordance with the provisions of Clause 7.2. Subject to the submission of support documents such as weigh bridge slips, in favour of such claim of shortfall by the concessionaire and verification of the same by the IE cum PMC/the Authority/the Nodal Agency. The proportion of the shortfall payment incidental on the Authority and the Nodal Agency shall be determined as under:

A	Monthly Average MSW of preceding 3 months from claim month Collected and Transported from Authority's Jurisdiction Area	A Av. MSW/Month
B	Monthly Average MSW of preceding 3 months from claim month Collected and Transported from Nodal Agency's Jurisdiction Area	N Av. MSW/Month
C	Total Monthly average of 3 month's Waste Collected	T Av. MSW/Month
A/C	Percentage Share of Authority in Total Waste Collected – A%	(A Av. MSW/Month / T Av. MSW/Month) %
B/C	Percentage Share of Nodal Agency in Total Waste Collected- N%	(N Av. MSW/Month / T Av. MSW/Month) %

Suppose Total Shortfall Tonnage in a given month is 'X' then

Authority shall pay for: (A% x X) Ton and Nodal Agency shall pay for:

(N% x X) Ton as per the provision of this clause.

Following Illustration explains the above formula:

Month	Total Waste (MT)	Authority's Area	Nodal Agency's Area
M1	2460	1353	1107
M2	3000	1410	1590
M3	2250	1395	855
Averages of 3 Month immediately preceding shortfall month	T Av. MSW/Month = 2570	A Av. MSW/Month= 1386	N Av. MSW/Month= 1184

$$A\% = (1386/2570) \% = 54\%$$

$$N\% = (1184/2570) \% = 46\%$$

Now, Waste Collected in Shortfall Month = 1200 (for example)

'W' Assured/month = 1800 (Initial Value)

Shortfall in weight = 1800 -1200 = 600 MT

Payable Amount by the Authority = 54 % x 600 x 20% of prevailing Tipping Fees

Payable Amount by the Nodal Agency = 46% x 600 x 20% of prevailing Tipping Fees

Note: figures indicated here above are Hypothetical figures and for illustration purpose only.

- (c) The Authority and the Nodal Agency shall subscribe to the Substitution Agreement within 15 days of the intimation regarding financial close given by the Concessionaire.
- (d) The Authority / Nodal Agency shall endeavor not to mix construction debris, Bio-medical Waste and Hazardous Waste in the MSW to be collected and transported by the concessionaire to the Processing Facility.
- (e) The Authority and the Nodal Agency shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from the Authority or the Nodal Agency under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing of utilities such as power, water, sewerage, telecommunications or any other incidental services / utilities is required, the same shall be provided by the Authority or the Nodal Agency as the case may be, within fifteen days (15) days from receipt of request from the Concessionaire to make available such authorization.

6.2 Additional Waste

- (a) The Concessionaire is obliged to Collect, Transport and process the MSW generated from the Project Coverage Area and any such areas directed by the Authority or the Nodal Agency from time to time and in the event of increase in the waste quantity, the Concessionaire shall, at its cost and expense, design, finance, procure, construct, operate, maintain and transfer such Waste Processing Facilities of suitable capacities at the Proposed Site or such suitable sites provided by the Authority or the Nodal Agency as the case may be to the Concessionaire.
- (b) Such sites and additional Waste Processing Facilities shall and continue to remain the properties of the Authority or the Nodal Agency as the case may be.
- (c) The development, construction, operation, maintenance and transfer of such sites and additional Waste Processing Facilities shall be as per the Construction Requirements and O&M Requirements with suitable modifications, approved by the Authority/ the Nodal Agency.
- (d) There shall be no revision in the prevailing Tipping Fee Rate.

6.3 General Obligations

The Authority and the Nodal Agency:

- (a) where appropriate may provide necessary assistance to the Concessionaire in securing Applicable Permits;
- (b) Observe and comply with all their respective obligations set forth in this Agreement.

6.4 Obligations of Concessioneing Agency – Diu Smart City Ltd:

The Authority/Nodal Agency has designated Diu Smart City Ltd (“**DSCL**”) as the Concessioneing Agency, on behalf of the Authority/Nodal Agency, for selection of a private sector operator for the implementation, management and O&M of the Project. DSCL had accordingly, prescribed technical and commercial terms and conditions and invited proposals (the “Request for Proposal” or “**RFP**”) from the interested bidders for execution of the above referred Project on PPP basis in DBFOT format.

- Diu Smart City Limited shall monitor the Project during the implementation/ construction phase.
- PMC team working for implementation of Diu Smart city project is the PMC for the implementation phase of the project.
- DSCL will handover the project monitoring role after implementation of the project to the Authority and Nodal Agency.
- The Concessioneing Agency shall assist the Authority and Nodal Agency to select and appoint an IE for the operation phase of the project

7 Tipping Fee Payments

7.1 Tipping Fee

- (a) Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Authority and the Nodal Agency agrees and undertakes to pay (in their respective proportion as per the proportion of MSW tonnage collected and Transported from their respective jurisdiction) to Concessionaire the following tipping fee;

Project Name	Tipping Fee Rate (per ton of MSW)	
	In figures	In words
Collection & Transportation		
MSW Processing & Disposal		
Total		

Note: The tipping fee for the collection and transportation activities till the commencement of the processing and disposal facility should not exceed 60% of the total tipping fee quoted by the Bidder.

- (b) The Concessionaire shall, on the 5th day of every Month or in case the 5th day of a Month is a holiday then on the following working day of such Month, submit to the IE cum PMC a statement (“Tipping Fee Statement”) providing the following details, in the manner as set out in the O&M Requirements:
- i. Separate Statement of total quantity of Municipal Solid Waste collected and transported to processing site by the concessionaire along with the corresponding weigh bridge slips in the previous Month:
 - I. From the Authority’s Jurisdiction Area i.e. from Diu Municipal Council Jurisdiction Area including other such areas as directed by the Authority from time to time
 - II. From the Nodal Agency’s Jurisdiction Area i.e. Bucharwara, Zolawadi, Vanakbara, Saudwadi including other such areas as directed by the Nodal Agency from time to time.
 - ii. Amount payable, if any, to the Concessionaire by the Authority and the Nodal Agency in accordance with Clause 6.1 (a) and 6.1 (b);
 - iii. Quantity of Landfill Waste on each day of the previous Month along with Weigh Bridge slips.
 - iv. Aggregate quantity of Landfill Waste for the previous Month, and
 - v. Amount of Tipping Fee payable to the Concessionaire

- (c) The Concessionaire will produce his bill to the IE cum PMC in first week of each month of the preceding along with the required support documents, weigh bridge slips etc. as provided in 7.1 (b). The IE cum PMC shall review and certify the Monthly bill, the statement of MSW quantum handled from each of Authority's & Nodal Agency's jurisdiction area and support documents submitted by the concessionaire. The IE cum PMC shall prepare a statement of the share of Authority and the Nodal Agency payable in the Monthly bill of the concessionaire according to the quantity of Waste collected and Transported from their respective areas. **Within 3 working days of the receipt of the Monthly bill from the concessionaire the IE cum PMC shall submit to the Authority the statement of shares payable in the monthly tipping fees by the Authority and the Nodal Agency along with the original monthly bill and all the supporting documents submitted by the concessionaire.** The IE cum PMC shall also calculate the amount of tipping fees to be withheld in the payable Tipping fees as per provision of clause 7.2.
- (d) **The Authority, within 15 working days of the receipt of statements of Tipping fees and supporting documents from the IE cum PMC, shall raise the statement of waste collected from the Nodal Agency's area and their share in the amount payable to the concessionaire.** The Authority and the Nodal Agency shall release their respective share of amount payable in the monthly bill amount claimed by the concessionaire as per the payment mechanism set-out in clause 7.2.

7.2 Mechanism of Payment

- (a) The Authority and the Nodal Agency shall maintain a separate Special Account (Tipping fees reserve account) for the disbursement of the monthly tipping fees payable to the concessionaire. Each of the Authority and the Nodal agency shall maintain a minimum amount of 3 months' estimated payment advance of the prevailing tipping fees considering the inflation adjustments as in clause 7.2 (f) , at all times, during the entire concession period.
- (b) The Nodal Agency, upon receipt of Statement as per the provision stipulated in clause 7.1 (d), shall deposit the required amount in the Special account, within 20 days of the receipt of the statement from the Authority. Under no circumstances, the Authority or the concessionaire shall have to deal with village Panchayats for getting tipping fees for the collection, transportation and processing of the waste. Payment of such amount shall be responsibility of the Nodal Agency. However, Nodal agency is free to be reimbursed by the Village panchayats at their own discretion. The Nodal agency shall have to make payment of the waste collected on the statement shown by the Authority as per the provisions of clause 7.1 (d). It shall not be allowed to withhold payment on account of any dispute. Any amount paid in excess by the Nodal Agency shall be reverted back to the Nodal Agency through adjustment of the next tipping fees share payable by the Nodal Agency without any interest bearing on it.

(c) The Authority shall, within 25 days from the date of receipt of the Tipping Fee Statement from the IE cum PMC as per the provision of clause 7.1. (c) deposit its share of tipping fees payable to the Special Account.

(d) Mechanism for Disbursement of Payment to the Concessionaire

- i. All Amount payable to the Concessionaire shall be disbursed through the Special account only subject to the fulfillment of the conditions of the concession agreement.
- ii. Within 30 days of receipt of Tipping Fees Statement by the Authority as per the provisions of clause 7.1 (c) the , an amount equal to 80% of the total amounts payable to as stated in such Tipping Fee Statement shall be disbursed to the concessionaire through the Special account.
- iii. 20% payment will be made based on the performance criteria set out in the concession agreement For each instance of default on account of penalty parameters set out in clause 7.3 or any other criteria in the concession agreement or Tender document the Authority or the Nodal Agency through the Authority shall issue a show cause notice to the concessionaire. **Only the amount of the tipping fees for which the show-cause notice has been issued shall be withheld.** The balance of the 20% of the tipping fees shall be disbursed along with the payment of tipping fees in sub-clause 7.2 (d) (ii) above.

(e) The withheld amount as in clause 7.2 (d) (iii) shall be disbursed and settled in the next bill payable to the concessionaire subject to the satisfactorily submission of the response of the show-cause notice issued to it within such time as directed in the show-cause notice along with sufficient documentary evidence and acceptance by the Authority or the Nodal Agency as the case may be at their sole discretion. If the concessionaire does not respond to the show-cause notice to it within the directed time schedule or the Authority/the Nodal Agency as the case may be are not satisfied with the response submitted by the concessionaire it will forfeit the withheld amount. The right and decision of the acceptance or rejection of the response of the show-cause notice submitted by the concessionaire lies only with the Authority and in all cases shall be acceptable by the concessionaire. **The withheld amount forfeited by the Authority shall remain deposited in the Special account and after yearly re-conciliation shall be utilized in IEC or any other such activity as mutually agreed by the Authority and the Nodal Agency.**

(f) Inflation Adjustment

To give effect to inflation/deflation in the quoted tipping fees following procedure shall be adopted.

a) Various cost components in quoted tipping fees are assumed as follows:

- 15 % of Tipping Fees towards Fuel component (“W1“)
- 40 % of Tipping Fees towards Labour component (“W2“)
- 25% of Tipping fees towards rest of component (“W3“)

b) Following Formula shall be used for the revision of Tipping Fees:

$$T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * WPI_1 / WPI_0)) + (0.20 * T_0)$$

Whereas:

- T_n = Revised Tipping Fees
- T_0 = Base Tipping Fees
- D_0 = Base Diesel price
- D_1 = Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) as on day of revision
- L_0 = Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)
- L_1 = Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government as on day of revision)
- WPI_0 = Base Monthly Wholesale Price Index (All Commodities) Rate published by Office of the Economic Advisor, Government of India on Monthly basis
- WPI_1 = Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15th Day of previous month of Revision Date

W_1 = Weightage of Fuel Component in the overall Tipping Fees which is 0.15;

W_2 = Weightage of Labor component in the overall Tipping Fees which is 0.40;

W_3 = Weightage of Rest of the components in the overall CTC which is 0.25

Base Values Shall be the corresponding values in the previous year of revision year

Base Diesel Price (D_0) – Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) on the same day as of D_1 in previous year

Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government) (L_0) - Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government on the same day as of L_1 in previous year

Base Monthly Wholesale Price Index (All Commodities) Rate published by office of the Economic Advisor, Government of India on Monthly basis (WPI_0) - Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on the same day as of WPI_1 in the previous year

Illustration for understanding Base Values:

If Revision Date = 01.06.2020

D_0 = Corresponding Value on date 01.06.2019	D_1 = Corresponding Value on date 01.06.2020
L_0 = Corresponding Value on date 01.06.2019	L_1 = Corresponding Value on date 01.06.2020

WPI ₀ = Corresponding Value on 15.05.2019	WPI ₁ = Corresponding Value on 15.05.2020
--	--

Note: Figures indicated here above are hypothetical figures and for illustration purpose only

- I. Revision in Tipping Fees shall be done on 01st June of every year. The IE cum PMC before one month in advance of every revision in tipping fees shall intimate the Authority and the Nodal Agency about the revised Tipping Fees backed with the calculation of such revision.
- II. First revision shall be applicable after at least 6 months from the commencement of third phase as per clause 2.2.

7.3 Penalties

- a) From the date of start of actual operation i.e. daily door to door collection, secondary collection and transportation of MSW the Concessionaire shall be subject to the following service level penalties for his failure to carry out operations and providing services properly.
- b) For collection and transportation, the penalties shall be operational from 120 day of signing of the Concession Agreement. For the processing and disposal facility, the penalties will be applicable from the date of issue of readiness certificate from the Authority. Total penalties shall not exceed 20% of the total dues of the concessionaire for any given month. In other words, the dues as well as the penalties of the concessionaire shall be calculated on a monthly basis.
- c) Penalties shall be applied in case of defaults as indicated below. The IE cum PMC and till the time no IE cum PMC is appointed the designated officer by the Authority and the Nodal Agency in the role of IE cum PMC shall certify the work done by the Concessionaire and shall have the responsibility to notify to the authority/Nodal Agency any such default in the functions of the Concessionaire. In case the IE cum PMC/the designated officer in role of IE cum PMC finds any default on the part of concessionaire which can be attributed directly to the actions or inactions of the concessionaire or to his negligence, the act or abstinence shall be brought to the notice of the authority or the Nodal Agency as the Case may be. The IE cum PMC shall prepare a list of such defaults in a month or to every event of such default and a show-cause notice shall be issued to the concessionaire by the Authority / Nodal Agency for such defaults. The Concessionaire is free to agitate against the show-cause issued to him within the time stipulated in the show-cause notice by presenting response of the same to the Authority along with sufficient documentary proof. If the Authority finds the response of the concessionaire satisfactory and decides that any penalty was imposed without just reasons it shall nullify such show-cause notice issued and corresponding penalty imposed. The right to accept or reject the response to the show-cause notice presented by the concessionaire lies with the Authority / Nodal Agency and shall be binding on the concessionaire. If the Authority/Nodal Agency is of the view to sustain the default to be valid even after the response to the show-cause notice the same shall lead to deduction of Penalty as per table below or as per provision of this agreement.

S. No.	Function	Penalty
1.	Daily Collection of MSW. Failure to collect waste from any house, shop, market, open space etc. within time stipulated for such collection.	₹ 1000/ default
2.	Failure to collect waste from an administrative geography such as from any municipal ward or Panchayat.	₹ 25,000/ Per day per administrative geography area
3.	Failure to collect waste from an Entire Diu District.	₹ 1,50,000/ Per day
4.	Failure to ensure clearing of secondary collection points within time stipulated for the same.	₹ 2000/ case.
5.	Failure to clean Markets and Public Gardens within time stipulated or time frame given by DMC or District Panchayat.	₹ 5000/ case.
6.	Failure to Transport collected waste to designated processing facility	₹ 5000/ case.
7.	Dumping waste at any place other than designated facility or spots.	₹ 25000/ case
8.	Littering of roads during transportation. Every incidence of litter on road will be treated as separate case.	₹ 1000/ case.
9.	Workers found without proper protective gears, dress or Identity Card during activity.	₹ 1000/ case.
10.	Not using proper maintained vehicles, during sanitation activities.	₹ 1000/ vehicle/ day
11.	Non-compliance of complaint in same session or same day as per provision of this agreement	₹ 5000/ case.
12.	If the waste is burned at any stage of management.	₹ 5000/ case.
13.	If the quantity of rejects disposed in sanitary landfill is more than 20% of the incoming waste	₹ 25000/ day.
14.	Failure to upkeep and maintain records.	₹ 5000/ case
15.	Failure to ensure proper Safety in Operations	₹ 10,000/ case.
16.	Submission of Statutory documents	₹ 5000/ case
17.	If the workers/staff of agency found involved in any illegal activity like damaging dustbin going on strike, creating nuisance being hurdles in Solid Waste management.	₹ 25000/day.

S. No.	Function	Penalty
18.	Penalty arises due to non-compliance to the statutory norms, guidelines, regulation, SWM-Rules 2016 and their amendment from time to time,	As per statutory authority norms. In case statutory norms are silent, ₹2000/case
19.	Utilization of Authority Provided Vehicle other than for the waste management within the territory of Diu or for any other ancillary purposes connected therewith after obtaining written approval from the Authority.	₹ 10,000/ per instance
20.	Not conducting IEC activities or other programmes as per the Contract requirement	₹ 5000/day

8 Force Majeure and Changes in Law

The word "Party" in this Article shall refer to either the Concessionaire as one party or the Authority and the Nodal Agency combined as other party. The word "Parties" in this article shall mean concessionaire or both the Authority and the Nodal Agency.

8.1 Force Majeure Event

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Statutory / non-administrative Event, Other Event and Statutory/Administrative Event, as defined in Articles 8.2, 8.3 and 8.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

8.2 Non-Statutory / non-administrative Event

A Non- Statutory / non-administrative Event shall mean one or more of the following acts or events:

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission if any of them) interrupting Project development/ implementation for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year not being an Other Event set forth in Article 8.3;
- c) any failure or delay of a Contractor but only to the extent caused by another Non- Statutory / non-administrative Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor.
- d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority and the Nodal Agency;

- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- f) any event or circumstances of a nature analogous to any of the foregoing.

8.3 Other Event

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

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- d) any civil commotion, boycott or political agitation which prevents collection of fee or consideration by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- e) failure of the Authority and the Nodal Agency to permit the Concessionaire to continue the discharge of its obligations hereunder, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- f) any failure or delay of a Contractor to the extent caused by any Other Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- g) any Other Event that causes a Non- Statutory / non-administrative Event; or
- h) any event or circumstances of a nature analogous to any of the foregoing

8.4 Statutory / Administrative Event

A Statutory/Administrative Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 8.12 and its effect, in financial terms, exceeds the sum specified in Article 8.12;

- b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- d) any failure or delay of a Contractor but only to the extent caused by another Statutory/Administrative Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- e) any event or circumstance of a nature analogous to any of the foregoing

8.5 Duty to report Force Majeure Event

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

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

8.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

8.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party/ies with regular (and not less than weekly) reports containing information as required by Article 8.5.1, and such other information as the other Party/ies may reasonably request the Affected Party/ies to provide

8.6 Effect of Force Majeure Event on the Concession

8.6.1 Upon the occurrence of any Force Majeure Event prior to the effective date, the period set forth for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

8.6.2 At any time after the effective date, if any Force Majeure Event occurs:

- a. before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- b. after COD, whereupon the Concessionaire is unable to earn tipping fee under this Agreement, despite making best efforts, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from earning of said revenue on account thereof;

8.7 Allocation of costs arising out of Force Majeure

8.7.1 Upon occurrence of any Force Majeure Event prior to the effective date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

8.7.2 Upon occurrence of a Force Majeure Event after the effective date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:

- a) upon occurrence of a Non- Statutory / non-administrative Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
- b) upon occurrence of an Other Event, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority and the Nodal Agency in equal ratio to the Concessionaire; and
- c) upon occurrence of a Statutory/Administrative Event, all Force Majeure Costs attributable to such Statutory/Administrative Event shall be reimbursed by the Authority and the Nodal Agency in equal ratio to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of discharging obligations

hereunder on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Document may be relied upon to the extent that such information is relevant.

8.7.3 Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto

8.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 8, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice

8.9 Termination Payment for Force Majeure Event

8.9.1 If Termination is on account of a Non- Statutory / non-administrative Event, the Authority and the Nodal Agency, in equal ratio, shall make a Termination Payment to the Concessionaire of an amount equal to 90% (ninety per cent) of the Debt Due Less Insurance Cover.

8.9.2 If Termination is on account of an Other Event, the Authority and the Nodal Agency, in equal ratio, shall make a Termination Payment to the Concessionaire of an amount equal to:

a) Debt Due Less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

b) 110% (one hundred and ten per cent) of the Adjusted Equity;

8.9.3 If Termination is on account of a Statutory/Administrative Event, the Authority and the Nodal Agency shall make a Termination Payment to the Concessionaire in an amount that would be payable under Article 9.2 (f) (b) as if it were an Authority and Nodal Agency Default.

8.10 Dispute resolution

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

8.11 Excuse from performance of obligations

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

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same; and
- c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

8.12 Changes in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - i. The enactment of any new Applicable law including laws related to environment;
 - ii. The repeal, modification or re-enactment of any existing Applicable law
 - iii. A change in the interpretation or application of any Applicable law by a court of record.

Provided that Change in Law shall not include:

- i. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- ii. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,

- iii. Any change of rate of any of the Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, which shall be certified by the IE cum PMC, the Authority & Nodal Agency may provide an Additional Capital Grant not exceeding the Additional Costs.
- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify the Authority, the Nodal Agency and the IE cum PMC of the following:
 - i. The nature and the impact of Change in Law on the Project
 - ii. In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
 - iii. The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost
 - iv. The relief sought by the Concessionaire.
- (d) Upon receipt of the notice of Change in Law issued by the Concessionaire pursuant to preceding sub-clause, the Authority, the Nodal Agency and the Concessionaire shall along with the IE cum PMC hold discussions and take all such steps as may be necessary including determination / certification by the IE cum PMC of the quantum of the Additional Cost to be borne and in the ratio to be paid by the Authority and the Nodal Agency.
- (e) The Authority and the Nodal Agency shall within 30 days from the date of determination of quantum of Additional Cost and the ratio of payment, provide relief to the Concessionaire in the manner as mutually agreed upon by the Parties

9 Events of Default and Termination

9.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or the Authority and the Nodal Agency Event of Default or both as the context may admit or require.

(a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in Article 5.16:

- i. The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the IE cum PMC, is likely to delay achievement of COD beyond 30 days of the Scheduled Project Completion Date or any such extended date as approved by the Authority and the Nodal Agency;
- ii. The Concessionaire has failed to achieve COD within 60 days of the Scheduled Project Completion Date or any such extended date as approved by the Authority and the Nodal Agency for any reason whatsoever;
- iii. The Concessionaire has failed to Collect and Transport the Waste or accept the Municipal Solid Waste transported at the proposed site in accordance with Article 5.11 for a continuous period of three days or an aggregate period of seven days in any Month;
- iv. At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within thirty days;
- v. The Concessionaire has failed to make any payments due to the Authority or the Nodal Agency as the case may be and more than 90 days have elapsed since such payment default;
- vi. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- vii. Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- viii. A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
- ix. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority and/or the Nodal Agency as the case

may be, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement.

- x. The Concessionaire has failed to achieve the finance for the Project as per the terms of this Agreement or a default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- xi. The Concessionaire has abandoned the Project Facilities;
- xii. The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xiii. The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.

(b) The Authority and the Nodal Agency Event of Default

Any of the following events shall constitute an event of default by the Authority and/or the Nodal Agency as the case may be (the "Authority &/or the Nodal Agency Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

- i. The Sites has not been handed over to the Concessionaire within 60 days of the date of signing of the Agreement;
- ii. Deleted
- iii. the Authority and the Nodal Agency has failed to make any payments due to the Concessionaire and more than 180 days have elapsed since such default;
- iv. The Authority and/or the Nodal Agency as the Nodal Agency as the case may be is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire;
- v. The Authority and/or the Nodal Agency as the Nodal Agency as the case may be has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- vi. The Authority and/or the Nodal Agency as the Nodal Agency as the case may be has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect.

- vii. Any representation made or warranties given by the Authority and/or the Nodal Agency as the Nodal Agency as the case may be under this Agreement has been found to be false or misleading.

9.2 Termination due to Event of Default

(a) Termination for Concessionaire Event of Default

- i. Without prejudice to any other right or remedy which the Authority and the Nodal Agency may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, the Authority and the Nodal Agency shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement in the manner as set out under Clause 9.2 (a) (ii) and Clause 9.2 (a) (iii). Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 9.1 (a) (iii), the Authority and the Nodal Agency may terminate this Agreement by issue of Termination Notice in the manner set out under Clause 9.2 (c).
- ii. If the Authority and the Nodal Agency decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within thirty (30) days of receipt of the Preliminary Notice, the Concessionaire shall submit to the Authority in sufficient detail and if applicable the manner in which *inter alia* it proposes to cure the underlying Event of Default (the “Concessionaire's Proposal to Rectify”). The same shall be reasonably considered by the Authority. In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
- iii. In case the Concessionaire has made a Proposal to rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 60 days to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, the Authority and the Nodal Agency shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

(b) Termination for the Authority and the Nodal Agency Event of Default

- i. Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of the Authority and the Nodal Agency 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 clause (i) it shall in the first instance issue Preliminary Notice to the Authority and the Nodal Agency. Within 30 days of receipt of Preliminary Notice, if applicable, the Authority and the Nodal Agency shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event

of Default (the " the Authority & the Nodal Agency Proposal to Rectify"). In case of non-submission of the Authority Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

- iii. In case the Authority and the Nodal Agency Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, the Authority and the Nodal Agency shall have further period of 45 days to remedy/ cure the underlying Event of Default.

If, however the Authority and the Nodal Agency 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.

(c) Termination Notice

If a Party, having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), 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 15 days from the date of Termination Notice;
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. any other relevant information.

(d) Obligation 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 the Authority and the Nodal Agency in accordance with the following sub - article (f) is paid to the Concessionaire on the Termination Date; and
- iii. The Project Facilities are handed back as instructed by the Authority, by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to the Authority and the Nodal Agency.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the

other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as mutually agreed upon by both parties.

(f) Termination Payments

(a) Termination Payment upon Concessionaire Event of Default

Notwithstanding anything contained to the contrary, in the event of a termination occurred due to Concessionaire Event of Default, the Authority and the Nodal Agency shall in no event be obligated to make any termination payments to the Concessionaire. In the event of any termination upon Concessionaire Event of Default, then the Authority and the Nodal Agency shall invoke the Performance Security submitted by the Concessionaire.

(b) Termination Payment upon the Authority and the Nodal Agency Event of Default

Upon Termination of this Agreement on account of the Authority and Nodal Agency Event of Default, as proved in front of the arbitrator assigned in this agreement, the Concessionaire shall be entitled to the following termination payments in addition to payment from the Authority and the Nodal Agency that may have accrued to concessionaire prior to the Termination:

- i. if the termination occurs prior to the COD, then the Authority and the Nodal Agency, shall pay concessionaire a termination payment calculated as below:

Termination payment = Debt due + 120% of equity contribution by the concessionaire till termination date

- ii. if the termination occurs after COD, then the Authority and the Concessionaire shall pay concessionaire termination payment equal to the following:

Termination payment = Debt due + 150% of adjusted Value of the equity on Termination Date.

The Termination Payment shall be paid by the Authority and the Nodal Agency in the following manner in equal ratio or as decided by the arbitrator for dispute resolution

9.3 Rights of the Authority and the Nodal Agency on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, the Authority and the Nodal Agency shall upon making the Termination Payment, if any, to the Concessionaire and in accordance with the provisions of the financing documents have the power and authority to:

- i. enter upon and take possession and control of the Project Facilities forthwith free from any encumbrances;
- ii. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Facilities or permit as required for pending resolution of any issues to a limited number of representatives of concessionaire.
- iii. After termination Authority and Nodal agency are free to hire any new vendor for operating the facility.

The Authority and the Nodal Agency are free to mutually decide way forward for the project after the actions performed in 9.3 (a) above

- b. Notwithstanding anything contained in this Agreement, the Authority and the Nodal Agency shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the concessionaire will handover of the Project Facilities to the Authority and the Nodal Agency free from all encumbrance and obligation.

9.4 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.

10 Handback of Project Facilities

10.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by the Concessionaire, during the term of the concession shall at all times remain as mentioned below:

- i) that of all immovable assets and machineries, equipment fitted with the project facilities including vehicles handed over to the concessionaire as in reference to clause 1.3.2 if they are not earlier handed back due to reason mentioned in this agreement, site and civil structures thereon shall remain with the Authority and the Nodal Agency. The Authority and Nodal Agency are free to mutually decide the way forward after handing over of assets by the concessionaire.
- ii) that of all movable assets including equipment & machineries and vehicles used for the construction, operation and maintenance of the facility, shall remain with the concessionaire and in accordance with the financing documents and first prior charge to Lenders privileges.

10.2 Concessionaire's Obligations

a) Waste Processing Facility

- i. The Concessionaire shall on the date of expiry of the agreement term, hand back peaceful possession of the Waste Processing Facility to the Authority and the Nodal Agency free of cost and in normal operating condition.
- ii. At least 12 months before the expiry of the term of agreement a joint inspection of the Project Facilities shall be undertaken by the Authority, the Nodal Agency, the IE cum PMC and the Concessionaire. The Concessionaire shall promptly undertake and complete such works/jobs as may be required by the Authority and the Nodal Agency at least three months prior to the - expiry of agreement term and ensure that the Project Facilities may continue to meet such requirements even after the same are handed back to the Authority and the Nodal Agency.
- iii. The Concessionaire shall train the Authority/Nodal Agency's Officials and enable them to operate the facility after it is handed back to the Authority and the Nodal Agency by the Concessionaire.

b) Landfill Facility

- i. Deleted
- ii. Deleted

- iii. Upon the expiry of the concession period, the Concessionaire shall hand back peaceful possession of the Landfill Facility to the Authority and the Nodal Agency free of cost and in reasonable condition.

10.3 The Authority's and the Nodal Agency's Obligations

The Authority and the Nodal Agency shall, subject to their respective right to en-cash bank guarantees and there after deduct amounts from it towards;

- i. carrying out works / jobs listed under Article 10.2, which have not been carried out by the Concessionaire,
- ii. purchase of items, which have not been handed back to the Authority and the Nodal Agency along with the Project Facilities in terms of Article 10.2, and
- iii. any outstanding dues, which may have accrued in respect of the Project during the Concession Period

11 Dispute Resolution

11.1 Amicable Resolution

- a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **Clause (b)** below.
- b) Either Party may require such Dispute to be referred to the Authority (or the Person holding charge), or the CEO of Nodal agency and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of **Article 11.2** below.

11.2 Arbitration

(a) Procedure

Subject to the provisions of Article 11.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by Member Secretary, Planning and Development Authority, or if the Member Secretary is same as either CO, DMC or CEO DP, then Chairman PDA or such officer as may be appointed by him. Till the arbitration is decided, the decision of the Authority shall be binding on all parties.

(b) Place of Arbitration

The place of arbitration shall ordinarily be Diu but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. Any party using any other language shall supply the other party an authorized transcript of true translation of its submissions into English at its costs and expenses.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

11.3 Performance during Dispute

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

12 Representations and Warranties

12.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority and the Nodal Agency that:

- a) it is duly organized, validly existing and in good standing under the laws of India;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) it has the financial standing and capacity to undertake the Project;
- e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) subject to receipt by the Concessionaire from the Authority and the Nodal Agency of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Facilities shall pass to and vest in the Authority and the Nodal Agency on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or the Authority;

- k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to the Nodal Agency or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- m) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by the Authority and the Nodal Agency, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- n) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority and the Nodal Agency shall not be liable for the same in any manner whatsoever to the Concessionaire.

12.2 Representations and Warranties of the Authority and the Nodal Agency

The Authority and the Nodal Agency represents and warrants to the Concessionaire that:

- a) The Authority and the Nodal Agency has full power and authority to grant the Concession;
- b) The Authority and the Nodal Agency has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c) There are no suits or other legal proceedings pending or threatened against the Authority or the Nodal Agency in respect of the Project Facilities or the Project.

12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

13 Miscellaneous

13.1 Assignment and Charges

- a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Authority, the Nodal Agency & Lenders.
- b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of the Authority, the Nodal Agency & Lenders.
- c) Restraint set forth in clauses (a) and (b) above shall not apply to:
 - i. liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire:
 - ii. Pledges/hypothecation of goods/stocks/moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - iii. assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

13.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of State Bank of India per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 13.2 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Diu shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.4 Waiver

- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13.5 Survival

Termination of this Agreement

- a) shall not relieve the Concessionaire or the Authority or the Nodal Agency of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

13.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

13.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Authority:

The Chief Officer,
Diu Municipal Council,

If to the Nodal Agency:

The Chief Executive Officer,
District Panchayat, Diu

If to the Concessionaire:

The Managing Director,

-----,
-----,

Ph No :-----

Fax No. -----

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- i. in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

13.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

13.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if any other language is used at user's costs and expenses.

13.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.12 Counterparts

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

13.13 Provision on Windfall Gains

In the event the Concessionaire is entitled to derive a Windfall Gain by virtue of this Concession Agreement, as certified by a team comprising a competent independent expert nominated by the Authority or the Government of UT of Daman and Diu or Government of India, as the case may be, the IE cum PMC and a nominee of the Concessionaire, the Authority reserves the right to seek any or all of the following:

- i. Reduction in Tipping Fee payable, in the event of a positive tipping fee.
- ii. Deleted

- iii. Additional Investments in the Project or any associated infrastructure for efficient management of environment.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of the Authority by:	For and on behalf of the Nodal Agency by:	For and on behalf of Concessionaire by:
---	--	--

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

Witness:

In the presence of :

1

1

1

2

2

2

3

3

3

Schedule– 1 Details of Project Site

Provide the following information pertaining to site detail;

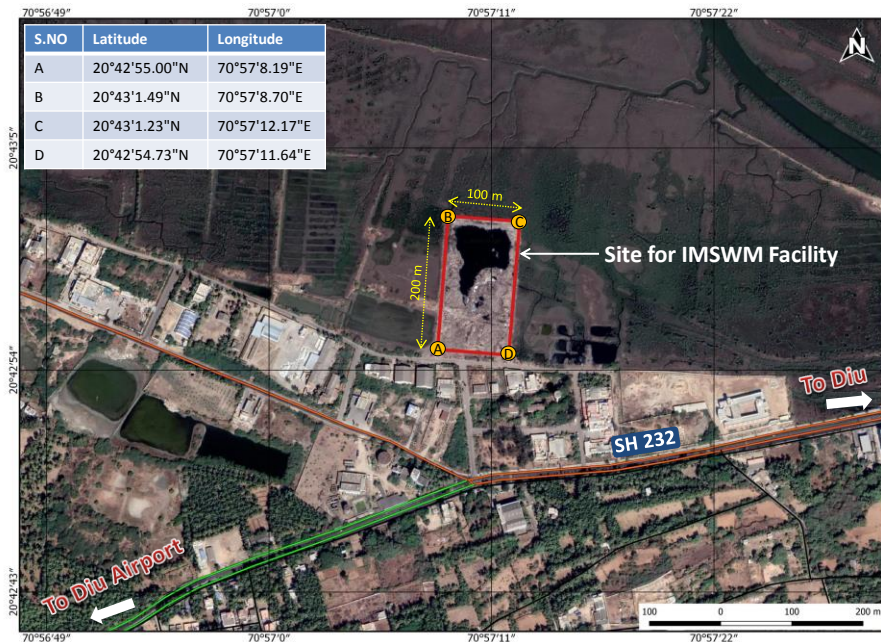
1. Site Location:

The Integrated Municipal Solid Waste Management Facility is proposed to be set up at the existing Landfill site located Malala village (Zolawadi gram panchayat), Diu, U.T. of Daman and Diu.

The site at Malala village is located ~180 m away from the SH232 and about 3.0 km from Diu Municipal limits. The extent of the site is about 2.0 Ha under Diu Municipality. The location is adjacent to Diu Industrial area on South, Chasi river (Sesalkhada Channel)/creek on North & West and about 700 m from Fudam Bird watching Point.

2. Site Area

2 (Two) Hectares of land has been earmarked at Malala village, Diu as shown in drawing below by the authority for the development IMSWM Facility for processing and disposal of MSW.



3. Boundaries, and existing structures inside and outside the site periphery

The project is proposed to be developed at Malala village wherein the current solid waste disposal site exists. Diu Municipality owns this 2 Ha of Land and the location is adjacent to Diu Industrial area on South, Chasi river (Sesalkhada Channel)/creek on North & West and about 700 m from Fudam Bird watching Point.

4. Geographical / Topographical detail

2 (Two) Hectares of land has been earmarked at Malala village as shown in the drawing above by the authority for IMSWM facility. Out of this 2 hectare, entire area or optimum land area required for the project shall be allocated to the concessionaire by the authority before commencement of construction works, based on the detailed evaluation of land requirement furnished by the concessionaire with supporting details and layout plan prepared after carrying out detailed planning & design of the project, complying with the construction requirements.

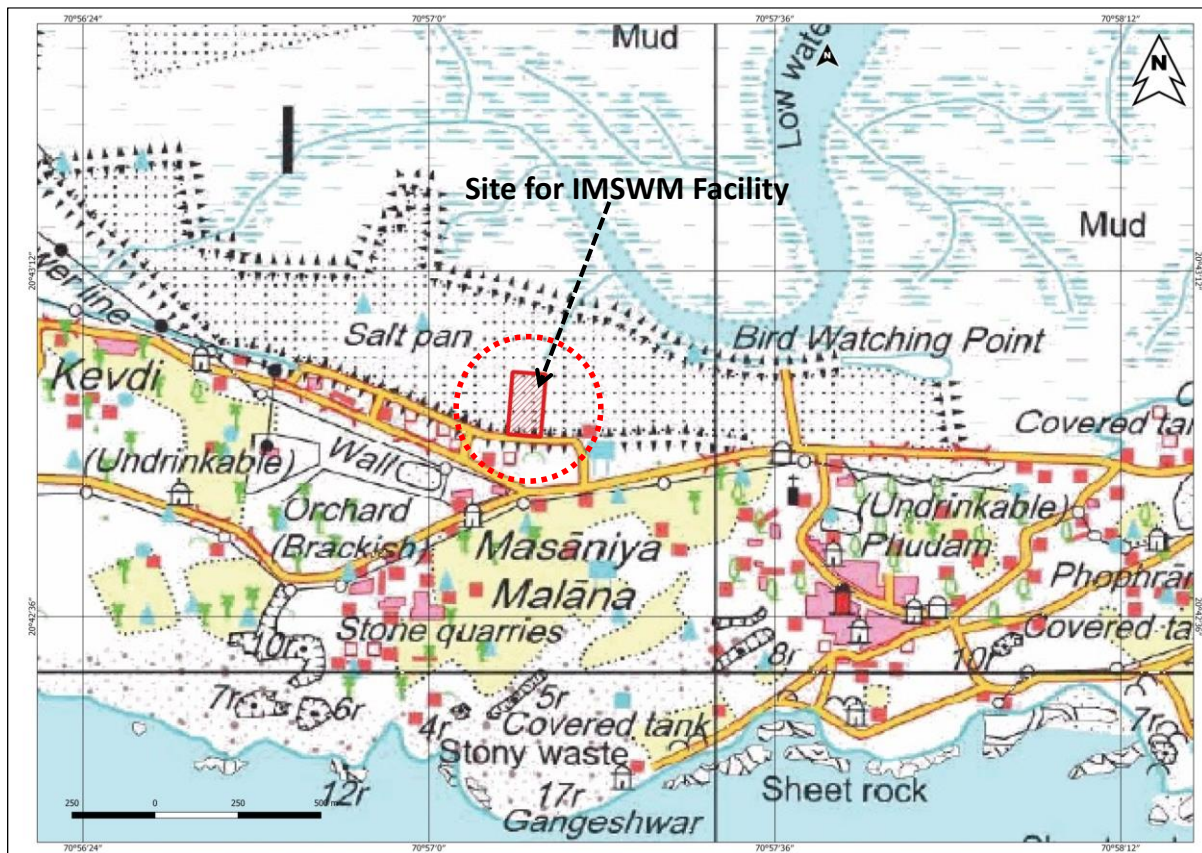
The site surroundings have a gently sloping terrain towards Chasi river/Creek from South to North. As this is an existing dumping site, the MSW dumps are observed up to 1m above ground level. Compound wall covering all sides of site has already been constructed. The area abutting the river/creek gets inundated during high tide as well as during monsoon.

The RL of the site is + XX M to + XX m where the ground level of existing dump yard at + XX m which is levelled/ prepared during construction of dump yard.

The area is environmentally sensitive due to proximity of river and hence requires stringent measures to mitigate the adverse impacts especially water contamination. Secondly, the area close to the river being characterized by soil of poor bearing capacity, proper soil strengthening is crucial for structures, roads as well as landfill.

5. Regional and Site Maps

The site on Survey of India Topo sheet is given below



6. Geological/ Geotechnical detail of the site

The soil in the area abutting river/Creek is XXXXX and having low N Value.

7. Climatologically information

Diu being an island enjoys a maritime climate, with the constant sea breezes affecting its temperature. Small hillocks of sand dunes, with a maximum height of not more than 30 metres from the central high land can be observed.

The Climate is generally pleasant. The year may be divided into four seasons. The Cold season from December to February is followed by hot season from March to May. From June to September the South-West monsoon season is followed by post-monsoon season of October and November. Based on the climatological data published by IMD for the period between 1971 to 2000, the following are observed.

- Daily mean maximum temperature is 32.8⁰C and the daily mean minimum temperature is 13.9⁰C were recorded.
- Maximum and minimum mean relative humidity of 85% and 49% were recorded.
- Annual Total/Mean rainfall recorded is 639.7 mm with the 30.1 number of rainy days.
- Maximum and minimum mean wind speed is 16.8 kmph and 8.8 kmph
- Winds are light to moderate with same increase in force during the South-West monsoon season. The predominant wind direction is mostly from Southwest and West.

8. Sub surface flow regime

In Diu, Ground water occurs under water table condition in the Miliolite limestone. The depth to water table varies from 12 m bgl in the central high land to 3 m bgl in the area up to 1 kilometre inland from the high tide water line. Close to salt pans or sea the water levels are almost same as high water line levels. This suggests that the central high land is the main ground water recharge area and sub-surface flow of ground water is from the central high land to the coastal area. The seasonal fluctuation in the water table level is 2 to 5 m in the central high land but along the coastal strip, the seasonal water level fluctuations are insignificant. Water table in the site is observed between 0 to 2 m bgl.

Schedule – 2 Construction requirements for waste processing facilities and secondary collection points/transfer stations

1. General

- 1.1. The minimum facilities to be provided in the Waste Processing Facilities and Secondary Collection Points/Transfer Stations which are to be implemented by the Concessionaire as part of the Project have been highlighted in this Schedule.
- 1.2. The Waste Processing Facilities and Secondary Collection Points/Transfer Stations shall conform to the minimum design requirements set out in this Schedule and to the SWM Rules, 2016.

2. Overall Design Parameters

2.1. Area

The area utilization for development of the Project Facilities and Secondary Collection Points/Transfer Stations shall be as per the Applicable Laws, Good Industry Practices and in accordance with the Construction Requirements and O&M Requirements.

The location of the Waste Processing Facility shall be such as to allow access from outside the Site without transgressing the Landfill Facility.

2.2. Capacity

The Concessionaire shall design the Waste Processing Facilities so as to have the minimum capacities for Processing 33 TPD of Municipal Solid Waste at the start of operations of the plant. The Concessionaire shall consider for suitable expansion of the plant capacity to cater increasing future waste generation.

3. List of Mandatory Facilities

The Concessionaire shall provide the facilities in the manner as set out under this clause (“Mandatory Waste Processing Facilities”). The Concessionaire, subject to review and approval of the same by IE cum PMC / the Authority, may adopt alternate designs for the Mandatory Waste Processing Facilities.

3.1. Weigh Bridge

- a. The Concessionaire shall provide one weigh bridge with two independent weighing platforms of rated capacity of 40 metric tonnes each at the entry gate to each of the waste processing facilities. Each weighing platform shall have minimum dimensions of 12 m length and 3 m width
- b. The weigh bridge shall meet the minimum technical specifications set out in the Table below.

Parameter	Specifications
Type	Pitless Design, Fully Electronic Weighbridge
No. of platforms	Two
Capacity	40 MT per platform
Resolution	5 kg (Display Increment)
Size	12m x 3m
Weighing Electronics	Micro-controller type multi-processing of weighment based digital weight indicator with <ul style="list-style-type: none"> ▪ Menu driven Operations ▪ Auto Zero /Auto Zero Maintenance ▪ Auto Gain & Full Digital Calibration ▪ Auto Calibration Check ▪ Programmable Update Rate with adjustable digital averaging and auto latching ▪ A/D Converter: 24 Bit high resolution integrated ▪ Password Security ▪ Parallel Printer Port & Serial EDP port ▪ Real Time Clock ▪ Self & Operator Diagnostics
Printer	80 Column Dot Matrix Parallel Printer
Key Board	105 keys IBM compatible key-board with interface
Display	<ul style="list-style-type: none"> ▪ Dual Display (6 digit 7 segment LED for Weight Display and 2 x 16 Character, LCD Dot Matrix Display for message). ▪ 4 inch Seven segment LED weight display (Jumbo Display) ▪ Polarity Indication: Negative sign in display
Data Storage	Facility to store 2000 truck information in the memory
UPS	Adequate for 1 hour operation of the weigh bridge
Weighbridge Construction	Rugged Fabricated Steel Structure, side girders, 8mm thick Top Deck Chequered Plate, Cross Girders, designed to take 100% Rated Load, 150% Safe Over Load & 200% Ultimate Load
Load Cells	<ul style="list-style-type: none"> ▪ 4 nos double ended shear beam type, IP 68 class protection capacity ▪ 12 VDC/15VDC
Software	To print Weighment slip consisting of Time, Date, Lorry Number, Product, Customer, Tare Weight, Gross Weight, Net Weight.

3.2. Municipal Solid Waste Inspection Area

The Concessionaire shall, for the purpose of inspection of Municipal Solid Waste by the Authority/ IE cum PMC, as required under Article 5.11, provide a separate area (“Municipal Solid Waste Inspection Area”) in each of the Waste Processing Facilities, which shall meet the minimum technical specifications set out in Table below.

Parameter	Specifications
Platform	<ul style="list-style-type: none"> ▪ Open platform constructed using non-suspended reinforced cement concrete slabs ▪ Minimum area: 50 sqm
Construction	<ul style="list-style-type: none"> ▪ Levelling of the ground shall be done with approved earth having permeability coefficient (to leachate) and measured in field not greater than 1.0×10^{-7} cm/sec and subsequently compacted at 90% modified Proctor Density ▪ 50 mm thick PCC to be provided ▪ 150 mm thick RCC flooring on top of the PCC. ▪ 2% slope shall be provided for platform ▪ Lined drains shall be provided for collection of leachate and surface run-off

3.3. Storm Water Drainage System

The Concessionaire shall design and implement the storm water drainage system within the Waste Processing Facilities in such a manner as to ensure that

- a. it is independent from the Leachate System (as provided in Clause 3.4 below);
- b. the run-off rain water from the hinterland does not enter the Municipal Solid Waste storage and processing area;
- c. there is no stagnation of rain water in the Sites.

The drainage system shall be constructed so as to meet the minimum technical specifications given below.

Parameter	Specifications
Design	<ul style="list-style-type: none"> ▪ Shall have rectangular cross section ▪ Shall be neat cement plastered ▪ Shall be as per the Drawings approved by the Independent Consultant

3.4. Leachate System

- a. The Concessionaire shall,

- i. construct leachate collection tank/s and provide a leachate collection network which shall meet the O&M Requirements;
 - ii. ensure that the leachate from the Waste Processing Facilities is carried to the Leachate Collection Tank without any stagnation (except in storage/holding tanks)
- b. The Concessionaire shall provide a leachate treatment plant (“Leachate Treatment Plant”) at the Waste Processing Facilities of appropriate capacity but with a minimum initial capacity of 5 cum/hour with suitable technology to ensure treatment of leachate to Inland Surface Water Standards of MoEF & CC or Central Pollution Control Board recommended standards. The Leachate Treatment Plant shall be designed as a modular unit and so as to allow for increase in capacity in line with the increase in leachate treatment requirement.
 - c. Overall design of the leachate system should be such as to ensure that there is no percolation of the leachate into the ground and it does not come into contact with any water body.
 - d. The Concessionaire however should work out the maximum leachate flow generated, depending on the maximum prevailing rainfall intensity and the landfill area, as designed by him. The designs of leachate collection and treatment system should be carried out for the peak flow, as generated during the monsoon period.

3.5. Water Supply System

The Concessionaire shall provide a water supply system adequate to meet the requirements for Processing of Municipal Solid Waste, drinking and washing purposes in accordance with Good Industry Practice.

3.6. Quality Control Laboratory (to be outsourced)

The Concessionaire shall provide a quality control laboratory with the equipment adequate to carry out the following tests:

- a. Municipal Solid Waste analysis and characterization
- b. Leachate quality as per SWM rules/CPCB/MoEF & CC guidelines
- c. Air quality as per SWM Rules CPCB/MoEF & CC guidelines
- d. Deleted

3.7. Worker Amenities

The Concessionaire shall provide workers amenities in the Project Facilities accordance with Good Industry Practice.

3.8. Internal Roads

The Concessionaire shall provide good quality motorable roads within the Sites which shall meet the minimum criteria.

Parameter	Specifications
Carriageway width	<ul style="list-style-type: none">▪ 5 m
Pavement design	<ul style="list-style-type: none">▪ Flexible pavement with the following specifications (as per Specifications for Road and Bridge Works (latest Revision) by Ministry of Surface Transport published by Indian Roads Congress [IRC])<ul style="list-style-type: none">▪ Sub-grade: CBR value of 5%▪ Sub-base: 200 mm thick, sand-gravel mix of 1:1, CBR value of 20%▪ Base course: 150 mm thick WBM in 2 layers of 75 mm each▪ Asphalt base: 50 mm thick Bituminous Macadam laid with mechanical spreaders▪ Seal Coat: Semi dense bituminous concrete or mixed seal surface

3.9. Lighting

The Concessionaire shall provide, in the Project Facilities,

- a) adequate lighting system to achieve a minimum lux level of 20 for the working area;
- b) street lighting with permanent steel light posts for main internal roads and access roads;
- c) movable heavy duty focus lamps depending on the operational requirement.

3.10. Other Electrical Works

The Concessionaire shall provide all electrical equipment and implement all electrical works in the Waste Processing Facilities in accordance with Good Industry Practices and as per the drawings approved by the IE cum PMC. The Concessionaire shall provide power back-up to ensure operation of at least the following facilities:

- a) Weigh bridge
- b) Lighting of work area
- c) Leachate treatment plant and circulation system
- d) Water supply system

3.11. Boundary Wall and Fencing

- a) The Concessionaire shall construct a boundary wall of minimum 4 m height, including a barbed wire fencing of 1 m height, along the perimeter of the Waste Processing Facilities
- b) There shall be only one entrance into each of the Waste Processing Facilities from outside the Sites. The waste processing Facility shall also be separated from the Landfill Facility by means of a boundary wall and fencing in the manner specified in sub-clause (a) hereinabove.

3.12. Green Belt

The Concessionaire shall provide a vegetative cover in a strip of width 3 m all along the boundary wall or as directed in the Terms and Conditions of the Environmental Clearance (EC)/Consent to Establish issued to the Project. The species of trees for providing vegetative cover shall be in accordance to the EC terms and Conditions and as approved by the Authority/ IE cum PMC.

3.13. Name Board

The Concessionaire shall erect two signboards, one in local language and the other in English, of a size not less than 2 ft. by 4 ft each, adjacent to the main entrance of the Waste Processing Facilities in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the following text in English (and its translation in local language) in black upper case letters on a white/yellow background:

“This property belongs to the Diu Municipal Council, and has been handed over to M/s _____ for Developing, Operating and Maintaining an Integrated Waste Processing & Engineered Sanitary Landfill Facility under a Design, Procure, Supply, Operate & Transfer Basis”.

The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.

3.14. Windrow Platform

The Concessionaire shall, for the purpose of Processing of Municipal Solid Waste through composting techniques, provide windrow platforms (“Windrows”), which shall meet the minimum technical specifications as set out in Table below.

Parameter	Specifications
Platform	<ul style="list-style-type: none">▪ Open platform constructed using non-suspended reinforced cement concrete slabs▪ The area of the Windrow shall be adequate for processing the quantity of Municipal Solid Waste as set out in the RFP document.

Parameter	Specifications
Construction	<ul style="list-style-type: none"> ▪ Levelling of the ground shall be done with approved earth having permeability coefficient (to leachate) and measured in field not greater than 1.0×10^{-7} cm/sec and subsequently compacted at 90% modified Proctor Density ▪ 50 mm thick PCC to be provided ▪ 150 mm thick RCC flooring on top of the PCC. ▪ Platform slabs shall be laid with adequate expansion and contraction joints to prevent leachate percolation to the ground ▪ 2% slope shall be provided for platform ▪ Lined drains shall be provided for collection of leachate and surface run-off

4. Codes and Standards

4.1. The following standards in order of preference shall be adopted in consultation with the Authority/ IE cum PMC, unless otherwise specified:

- a) SWM Rules 2016
- b) Bureau of Indian Standards (BIS)
- c) Suitable specification/standard devised by the IE cum PMC
- d) Any other standards specified by statute and Applicable Laws
- e) Any other standard proposed by the Concessionaire and approved by the IE cum PMC
- f) Rules/Office Orders/Circulars/Guidelines issued by Ministry of Environment Forest and Climate Change
- g) Rules/Office Orders/Circulars/Guidelines issued by Central Pollution Control board (CPCB) and State/UT Pollution Control Committee.
- h) Rules/Office Orders/Circulars/Guidelines issued by the Government of UT of Daman and Diu

4.2. All items of building works shall conform to Central Public Works Department (CPWD) specifications for Class 1 building works and standards given in the National Building Code (NBC).

5. Procedure

5.1. Before Commencement of construction

- 5.1.1. Prior to commencement of any construction activity, the Concessionaire shall finalize an implementation plan for the Project (“Implementation Plan”) in consultation with the IE cum PMC. The Implementation Plan shall, inter alia, include:
- a) A detailed schedule of implementation for putting up and operationalizing the Project Facilities, which shall specify at least four major milestones;
 - b) The Critical Path Method (CPM) / Programme Evaluation and Review Technique (PERT) charts or similar activity planning technique/ method for monitoring. This would cover all stages/ aspects of implementation of the Project Facilities including design and engineering, procurement of materials and equipment, installation, construction and testing;
 - c) Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project-related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management and quality control);
 - d) A broad method statement for key items (including earth works, concrete works, structural concrete work, and road works) setting out the methodology of construction, materials and construction equipment mobilisation/ utilization plans;
 - e) Details of the quality assurance and quality control procedures; and
 - f) Format of the Monthly Project Progress Report giving details of the physical progress in implementation of the Project Facilities and operations and maintenance activities undertaken (“Monthly Project Progress Report”).
- 5.1.2. Prior to commencement of any construction activity, the Concessionaire shall also finalize in consultation with the IE cum PMC:
- a) an operations and maintenance plan for the Project Facilities during the Implementation Period (O&M Plan – Implementation Period) and which shall, inter alia, include an Environmental Management Plan,
 - b) Quality Assurance Plan
- 5.1.3. The Concessionaire shall, in consultation with the IE cum PMC workout an appropriate schedule for submission of documents set out in Clauses 5.1.1 and 5.1.2 above to the IE cum PMC for review.

- 5.1.4. Prior to commencement of construction of any of the Project Facilities, the Concessionaire shall have:
- a) Obtained all such Applicable Permits/clearances as are necessary to commence construction of such Project Facilities;
 - b) Finalized such Drawings as are necessary and the Implementation Schedule in consultation with the IE cum PMC;
 - c) Mobilized the requisite resources, personnel and organization necessary for the same and designated and appointed suitable officers/ representatives as it may deem appropriate with responsibility to supervise implementation of the Project and for exchange of information with the IE cum PMC, the Authority;
 - d) Finalized in consultation with the IE cum PMC a method statement setting out details of the actual methods that would be adopted by the Concessionaire for the construction of such Project Facilities including details of equipment and machinery that would be used, their locations, and arrangements for conveying and handling materials;
 - e) Finalized in consultation with the IE cum PMC quality assurance and quality control procedures to cover all aspects of the work so as to ensure the desired quality. This would include establishment of a well-equipped functional laboratory.
- 5.1.5. The Concessionaire shall immediately upon commencement of Construction Works notify the Authority of the same.

5.2. During Construction

5.2.1. The Concessionaire shall:

- a) Ensure that the construction/ rehabilitation of the Project Facilities is undertaken with minimal inconvenience to the traffic using the existing access road to the Sites.
- b) Take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third party rights and properties;
- c) ensure adequate safety of the personnel deployed at the Proposed Site which would include measures such as the provision and maintenance of barricades, and illumination during night in consultation with the IE cum PMC;
- d) be in compliance with the Applicable Laws and Applicable Permits/clearances obtained for the Project including the clearances obtained by the Authority;
- e) Adhere to the Implementation Plan and O&M Plan-Implementation Period;

- f) deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the IE cum PMC/ the Authority

5.2.2. Positions and Levels

The Concessionaire shall be responsible for:

- a) the accurate setting-out survey control points, lines and levels of reference;
 - i. the correctness of the positions, levels, dimensions and alignment of all parts of the works;
 - ii. the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities;
 - iii. If, at any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any part of the Construction Works, the Concessionaire, on being asked to do so by the IE cum PMC, shall at his own cost, rectify such errors to the satisfaction of the IE cum PMC.
- b) The checking of any setting-out or of any line or level by the IE cum PMC shall not in any way relieve the Concessionaire of his responsibility for the accuracy thereof and the Concessionaire shall carefully protect and preserve all benchmarks, sight rails, pegs and other materials used in setting-out the works.

5.2.3. Tests

- a) Various tests ("Tests") would be undertaken for the Project as per the standards prescribed under SWM Rules and Bureau of Indian Standards. Where no testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective Project Facilities/Construction Works or part thereof shall be agreed upon with the IE cum PMC prior to construction.
- b) Where material properties vary from or comply only marginally with the specifications contained in the Construction Requirements, the IE cum PMC shall increase the frequency of Testing as appropriate at the cost of the Concessionaire.
- c) The Tests would be carried out at a location (place of manufacture, fabrication or preparation, at site or any specialized testing laboratory) that the IE cum PMC may reasonably require, at the cost and expense of the Concessionaire.
- d) The Concessionaire shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials, as required by the IE cum PMC to undertake Tests

- 5.2.4. No part of the Construction Works shall be covered up or put out of view before the same has been examined by the IE cum PMC.
- 5.2.5. The IE cum PMC may from time to time require:
- a) removal from the sites, within such time as may be specified in its instructions, any material, equipment, machinery or plant which, in its opinion, do not meet the standards specified in the Construction Requirements;
 - b) Substitution/ replacement of such improper material, equipment, machinery or plant;
 - c) Re-execution, of any or part of the Construction Works which in the opinion of the IE cum PMC do not meet the standards set out in the Construction Requirements;
 - d) The Concessionaire to make boreholes or to carry out exploratory excavation for the Project.
- 5.2.6. The Concessionaire shall mobilise adequate numbers of equipment, plants and machinery to ensure adherence to the Implementation Plan.
- 5.2.7. The Concessionaire shall arrange for all the material requirements for the Project and disposal of all material wastes. The Applicable Permits in this regard would have to be obtained by the Concessionaire. All operations shall be carried out by the Concessionaire with minimum degradation of the environment. All excessive and unsuitable excavated materials shall be stacked at appropriate dumping places or otherwise disposed of by the Concessionaire in consultation with the IE cum PMC.
- 5.2.8. Prior to making the request for the issue of Readiness Certificate or Provisional Readiness Certificate, the Concessionaire shall submit to the IE cum PMC / the Authority the following, duly finalized in consultation with the IE cum PMC:
- a) the Operations and Maintenance Manual for the Project (“O&M Manual”) setting out in detail the standards, schedules, procedures, type, periodicity and other details of the operation and maintenance activities to be carried out for the Project during the Active Operations Period so as to meet the O&M Requirements as well as details of the management information system to be incorporated, reports to be submitted and procedure for reviews, and
 - b) the Operations & Maintenance Plan (“O&M Plan”) for the first year of operations.

5.3. After Completion of Construction

Upon completion of construction but prior to issue of the Readiness Certificate, the Sites shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and clean manner and to the satisfaction of the IE cum PMC.

5.4. Reporting Requirements and Documents to be provided

- 5.4.1. During the period of construction of the Project (the "Implementation Period"), the Concessionaire shall submit to the Authority/Nodal Agency /the IE cum PMC, Monthly Project Progress Reports (for each calendar month or part thereof) within 5 working days of the last day of the month. The report shall review the progress made, identify slippages, if any, and project the future activities to be undertaken (including rectifications), operations and maintenance activities undertaken and would, inter alia, include the following:
- a) Listing of working drawings/sketches submitted
 - b) Comments of IE cum PMC, if any on the working drawings/sketches submitted
 - c) Concessionaire's response to the comments on the Drawings/sketches
 - d) Listing of the "As Built" drawings submitted
 - e) Progress of pre-construction activities - mobilization of plant and equipment, personnel, site office, utility relocation etc.
 - f) Concessionaire's compliance inspection report, if any required
 - g) Constraints in construction
 - h) Progress data with "S" curves
 - i) Project data with contract detail and sectional completion details
 - j) Tests carried out, if any, and results thereof
 - k) Remedial measures taken by the Concessionaire following such tests, where required
 - l) Review of milestones and reasons for delay, if any
 - m) Suspension of construction, if any, its reasons, duration and the steps undertaken to resume construction
 - n) All actual or potential deviations from the Implementation Plan
 - o) Disagreements/ Disputes, if any, and proposed measures to be taken
 - p) Maintenance activities carried out by the Concessionaire
 - q) Monthly weather report giving daily temperature maximum and minimum value, rainfall, wind speed & direction and any other significant event.
 - r) Injury to any personnel, its severity, cause and remedial measure(s) taken to avoid recurrence

- s) Brief report of any accident / incident within the Sites, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
 - t) Notes of meetings between the Concessionaire and the IE cum PMC and/or the Authority highlighting critical decisions taken or agreements reached.
- 5.4.2. Within 90 days of issue of Readiness Certificate or the Provisional Readiness Certificate, as the case may be, the Concessionaire shall submit to the Authority the following documents, free of cost:
- a) two hardcopies and one copy in electronic form (Compact Discs/USB drives) of the "as-built" Drawings of the Construction Works which have been completed as on COD, duly verified by the IE cum PMC, including, but without limitation, an "as-built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities reflecting the Project as actually designed, engineered and constructed. Such "as-built" Drawings shall be detailed, accurately scaled and sequentially numbered, covering all relevant engineering features, which in relation to structures shall also include cross sections in each drawing;
 - b) copies of all geo-technical, meteorological reports, if any;
 - c) Two hardcopies and One copy in electronic form (Compact Discs/USB drives) of the Operations and Maintenance Manual.

Schedule– 3 Construction requirement for landfill facility

1. General

- 1.1 The minimum facilities to be provided in the Landfill Facility which is to be implemented by the Concessionaire as part of the Project have been highlighted in this Schedule.
- 1.2 The Landfill Facilities shall conform to the minimum design requirements set out in this Schedule and to the SWM Rules 2016 or its subsequent amendments and any in conformity to any other laws of Government of India or UT of Daman and Diu in this regard.

2. Landfill Design and Construction

The landfill requirement given below is indicative. However, any stringent requirement as per site conditions/statutory requirements shall need to be followed and implemented.

2.1 Area

The Concessionaire shall utilize the Site, excluding the Waste Processing Facility area, for the purpose of setting up the Landfill Facility in accordance with the Construction Requirements and O&M Requirements.

2.2 Survey and Excavation

- (a) The Concessionaire shall undertake detailed topographic survey within the proposed Engineered Sanitary Landfill area at 5m grids (such levels being designated as “Natural Ground Level”) and submit the same to the Authority/ IE cum PMC
- (b) The Concessionaire shall excavate to a depth from the existing Natural Ground Level (“NGL”) based on the results of the detailed topographic survey.
- (c) The concessionaire shall undertake an assessment of the hydrogeological settings of a landfilling site as it is necessary to ensure that the site is conducive to the proposed design of the landfill, which should be in line with the specifications of the SWM Rules, 2016.
- (d) The objectives of a hydrogeological assessment are to determine the physical, hydraulic and chemical properties of the surface material and bedrock where appropriate; define groundwater flow characteristics and potential contaminant, migration pathways; determine the structural integrity of the subgrade to support the landfill including its construction and any overlying facilities; determine the availability and suitability of the soil for cover and liner uses; establish a groundwater monitoring network; and determine the feasibility of the contingency plans for contaminant control.

- (e) The Concessionaire shall, except with the prior written approval of the Authority/ IE cum PMC, carry out excavation of area adequate for at least 4 months of Landfilling.

2.3 Composite Liner System

2.3.1 The Concessionaire shall provide a composite liner system at bottom of the landfill, which shall consist of the following:

- (a) Drainage layer of 50 cm thick granular soil material of permeability value of 1×10^{-2} cm/sec.
- (b) A 1.5mm thick Grade I smooth HDPE geomembrane or geo-synthetic liners as per IS: 10889-1984 Specification for High Density Polyethylene Films
- (c) A 900 mm thick compacted soil amended with additives as per IS: 6186-1986 Specification for Bentonite to reach the required permeability coefficient, (to leachate) and measured in field, 1×10^{-7} cm/sec.

2.4 Intermediate Liner System

The Concessionaire shall, in accordance with the O&M Requirements, provide an Intermediate Liner, which shall consist of a 450 - 600 mm thick compacted soil amended with additives as per IS: 6186-1986 to reach the required permeability value 1×10^{-7} cm/sec.

2.5 Daily Cell Cover

The Concessionaire shall, in accordance with the O&M Requirements, at its own cost and expense provide the Daily Cell Cover which shall consist of a 100 mm thick compacted soil layer over a 2 m thick layer of SWM amended with additives as per IS: 6186-1986 to reach the required permeability value not greater than 1×10^{-7} cm/sec.

2.6 Final Cover System

The Concessionaire shall, in accordance with the O&M Requirements, provide the Final Cover which shall consist of:

- (a) Barrier Soil Layer of 600mm thick compacted soil amended with additives as per IS: 6186-1986 to achieve a permeability value not greater than 1×10^{-7} cm/sec
- (b) Drainage Layer of 150mm thick granular soil material of permeability value not greater than 1×10^{-2} cm/sec
- (c) Vegetative Layer of 450mm thick with good clay soil as per MSW Rules and as approved by the Independent Consultant.

2.7 Leachate Collection and Removal System (“LCRS”)

2.7.1 The Concessionaire shall provide the LCRS, which shall consist of but not limited to:

- (a) a leachate drainage layer consisting of 500 mm thick granular soil material of permeability value of 1×10^{-2} cm/sec with a slope of 2%.
- (b) 100mm dia HDPE feeder pipes (“Feeder Pipes”) with a maximum lateral spacing of 30 m.
- (c) 150mm dia HDPE header pipes (“Header Pipes”) with a maximum lateral spacing of 50 m.
- (d) a HDPE main header pipe (“Main Header Pipe”) of size 250mm dia, which will collect leachate from the header pipes and discharge into a day sump.
- (e) leachate collection tank/s and a leachate collection network which shall meet the O&M Requirements.

2.7.2 The leachate from the Landfill Facility should be carried to the Leachate Collection Tank without any stagnation (except in storage/holding tanks)

2.7.3 Overall design of the leachate system should be such as to ensure that there is no percolation of the leachate into the ground and it does not come into contact with any water body. Leachate should be treated before reuse or safe disposal as per the regulatory norms.

2.8 Gas Recovery and Greenhouse Gas Mitigation System (“GRGS”)

2.8.1 The Concessionaire shall, in accordance with the O&M Requirements, provide the GRGS, which shall consist of a gas venting layer 200mm thick granular soil material of permeability value of 1×10^{-2} cm/sec, and adheres to Applicable Law.

2.8.2 GRGS shall be as approved by the IE cum PMC

3. List of Other Mandatory Facilities

The Concessionaire shall also mandatorily provide the facilities in the manner as set out under this clause (“Mandatory Landfill Facilities”). The Concessionaire may, subject to review and approval of the same by IE cum PMC/Authority, adopt alternate designs for the Mandatory Landfill Facilities.

3.1 Weigh Bridge

- (a) The Concessionaire shall provide one weigh bridge with two independent weighing platforms of rated capacity of 40 metric tonnes each at the entry gate to the Landfill Facility. Each weighing platform shall have minimum dimensions of 12m length and 3m width.

(b) The weigh bridge shall meet the minimum technical specifications set out in Table below.

Parameter	Specifications
Type	Pitless Design, Fully Electronic Weighbridge
No. of platforms	Two
Capacity	40 MT per platform
Resolution	5 kg (Display Increment)
Size	12m x 3m
Weighing Electronics	Micro-controller type multi-processing of weighment based digital weight indicator with <ul style="list-style-type: none"> ▪ Menu driven Operations ▪ Auto Zero /Auto Zero Maintenance ▪ Auto Gain & Full Digital Calibration ▪ Auto Calibration Check ▪ Programmable Update Rate with adjustable digital averaging and auto latching ▪ A/D Converter: 24 Bit high resolution integrated ▪ Password Security ▪ Parallel Printer Port & Serial EDP port ▪ Real Time Clock ▪ Self & Operator Diagnostics
Printer	80 Column Dot Matrix Parallel Printer
Key Board	105 keys IBM compatible key-board with interface
Display	<ul style="list-style-type: none"> ▪ Dual Display (6 digit 7 segment LED for Weight Display and 2 x 16 Character, LCD Dot Matrix Display for message). ▪ 4 inch Seven segment LED weight display (Jumbo Display) ▪ Polarity Indication: Negative sign in display
Data Storage	Facility to store 2000 truck information in the memory
UPS	Adequate for 1 hour operation of the weigh bridge
Weighbridge Construction	Rugged Fabricated Steel Structure, side girders, 8mm thick Top Deck Chequered Plate, Cross Girders, designed to take 100% Rated Load, 150% Safe Over Load & 200% Ultimate Load
Load Cells	<ul style="list-style-type: none"> ▪ 4 nos double ended shear beam type, IP 68 class protection capacity ▪ 12 VDC/15VDC
Software	To print Weighment slip consisting of Time, Date, Lorry Number, Product, Customer, Tare Weight, Gross Weight, Net Weight.

3.2 Storm Water Drainage System

(a) The Concessionaire shall design and implement a storm water drainage system within the Landfill Facility in such a manner as to ensure that

- (i) it is independent from the Leachate System;
 - (ii) the run-off rain water from the hinterland does not enter the Municipal Solid Waste storage and processing area;
 - (iii) there is no stagnation of rain water in the Site.
- (b) The drainage system shall be constructed so as to meet the minimum technical specifications set out in Table below.

Parameter	Specifications
Design	<ul style="list-style-type: none"> ▪ Shall have rectangular cross section ▪ Shall be neat cement plastered ▪ Shall be as per the Drawings approved by the Independent Consultant

3.3 Water Supply System

The Concessionaire shall provide a water supply system adequate to meet the requirements for Land filling, drinking and washing purposes in accordance with Good Industry Practice.

3.4 Quality Control

The Concessionaire shall ensure provision of equipment adequate to carry out the following tests with parameters as per SWM Rules, 2016:

- a) Ambient Air quality monitoring
- b) Ground water quality monitoring
- c) Leachate quality monitoring
- d) Landfill gas monitoring

3.5 Worker Amenities

The Concessionaire shall provide workers amenities in accordance with Good Industry Practice.

3.6 Internal Roads

The Concessionaire shall provide good quality motorable roads within the Landfill Facility which shall meet the minimum criteria as set out in Table below.

Parameter	Specifications
Carriageway width	<ul style="list-style-type: none"> ▪ 5 m

Parameter	Specifications
Pavement design	<ul style="list-style-type: none"> ▪ Flexible pavement with the following specifications (as per Specifications for Road and Bridge Works (latest Revision) by Ministry of Surface Transport published by Indian Roads Congress [IRC]) <ul style="list-style-type: none"> ▪ Sub-grade: CBR value of 5% ▪ Sub-base: 200 mm thick, sand-gravel mix of 1:1, CBR value of 20% ▪ Base course: 150 mm thick WBM in 2 layers of 75 mm each ▪ Asphalt base: 50 mm thick Bituminous Macadam laid with mechanical spreaders ▪ Seal Coat: Semi dense bituminous concrete or mixed seal surface

3.7 Lighting

The Concessionaire shall provide,

- (a) adequate lighting system to achieve the lux levels, specified in the Indian Standard Codes (latest versions) of SP – 30 and IS 6665 – 1972 for the different working areas;
- (b) street lighting with permanent steel light posts for main internal roads and access roads;
- (c) movable heavy duty focus lamps depending on the operational requirement.

3.8 Other Electrical Works

The Concessionaire shall provide all electrical equipment and implement all electrical works in accordance with Good Industry Practices and as per the Drawings approved by the Independent Consultant. The Concessionaire shall provide power back-up to ensure operation of at least the following facilities:

- (a) Weigh bridge
- (b) Lighting of work area
- (c) Leachate circulation system
- (d) Water supply system

3.9 Boundary Wall and Fencing

- (a) The Concessionaire shall construct a wire mesh fencing of minimum 3.5 meters height along the perimeter of the Landfill Facility or as directed in the EC/CTE/CTO issued for the Project.
- (b) There shall be only one common entry-cum-exit point into the Landfill Facility with such entry-cum-exit point being from the Waste Processing Facility.

3.10 Green Belt

The Concessionaire shall provide a vegetative cover in a strip of width 6 meters all along the fencing specified under Clause 3.9 hereinabove or as directed in the EC/CTE/CTO for the Project. The species of trees for providing vegetative cover shall be approved by the Authority/Nodal Agency/ IE cum PMC.

4. Codes and Standards

- 4.1 The following standards in order of preference shall be adopted in consultation with the Independent Consultant, unless otherwise specified:
 - (a) SWM Rules, 2016 and future amendments if any
 - (b) Any other standards specified by statute and Applicable Laws
 - (c) Bureau of Indian Standards (BIS)
 - (d) Suitable specification/standard devised by the Independent Consultant
 - (e) Any other standard proposed by the Concessionaire and approved by the IE cum PMC/Authority
- 4.2 All items of building works shall conform to Central Public Works Department (CPWD) specifications for Class 1 building works and standards given in the National Building Code (NBC).

5 Procedure

The terms and conditions shall be as set out under Clause 5 of Schedule 2.

Schedule– 4 Operations and maintenance requirements of waste processing facility

1. General

- (a) The Concessionaire shall comply with the O&M Requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the Waste Processing Facilities are maintained to the standards and specifications as set out in the Construction Requirements and also meet the other requirements, if any, set out in the Agreement.
- (b) In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Waste Processing Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will:
 - (i) ensure the safety of personnel deployed on and users of the Waste Processing Facilities or part thereof;
 - (ii) permit unimpaired performance of statutory duties and functions of any party in relation to the Project;
- (c) During the Active Operations Period and till the date of handover of the Waste Processing Facilities, the Concessionaire shall, in respect of the Waste Processing Facilities, ensure that:
 - i. applicable and adequate safety measures are taken;
 - ii. adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Waste Processing Facilities, due to any of its actions, is minimized;
 - iii. any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
 - iv. disturbance or damage or destruction to property of third party by operations of the Waste Processing Facilities is controlled/minimized;
 - v. data relating to the operation and maintenance of Waste Processing Facilities is collected, recorded and available for inspection by respective agencies.
 - vi. all materials used in the maintenance, repair and replacement of any of the Waste Processing Facilities shall meet the Construction Requirements;

- vii. the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.
- viii. Manual Scavenging not permitted in processing plant.

2. Operations and Maintenance Manual and O&M Plans

- (a) Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalize in consultation with the IE cum PMC:
 - (i) the O&M Manual (including the formats for the reports to be submitted during the Active Operations Period and the Post Closure Period)
 - (ii) the O&M Plan for the first year of operations.
- (b) The concessionaire shall submit to the IE cum PMC and the Authority an annual O&M Plan for the next year of operations or may inform only the changes made in the existing O&M Plan, if any, in the month of November of every year after COD.

3. Weighment, Acceptance and Rejection of Municipal Solid Waste

3.1. Weighment of Municipal Solid Waste

3.1.1. The Concessionaire shall provide for a weigh-bridge in accordance with the Construction Requirements for Weighment of the Municipal Solid Waste received at the Processing Facility post Collection and Transportation by him.

3.1.2. The Concessionaire shall record at least the following data:

- (a) Date of operation
- (b) Registration number of the truck supplying Municipal Solid Waste/ Lorry number
- (c) Total weight of the truck
- (d) Time of entry of the truck
- (e) Zone/ circle/ ward from which Municipal Solid Waste has been collected
- (f) Empty weight of the truck
- (g) Net weight of Municipal Solid Waste
- (h) Time of exit of the truck

3.1.3. The format for recording shall be finalized in consultation with the IE cum PMC, and the same shall be documented as part of the O&M Manual. A sample format is enclosed below for reference at Annexure I.

3.1.4. In the event that the weigh-bridge provided in accordance with sub-clause 3.1.1 above is not in operation, the concessionaire has to make alternative arrangements for weighing of trucks at his own cost and expense and in a manner acceptable to the IE cum PMC and the Authority. Under unavoidable circumstances, with the written consent of the IE cum PMC, the concessionaire may use the following to estimate quantity delivered.

$$W = W_{AVG} * N$$

Where,

W, is the weight of Municipal Solid Waste supplied during the period for which the weigh-bridge was inoperable

W_{AVG} , is the average weight of Municipal Solid Waste carried per truck based on the data available for the six Months prior to the Month in which the weigh-bridge was operable

N, is the number of truck-loads of Municipal Solid Waste received at the Processing Facility during the period for which the weigh-bridge was inoperable.

3.2. Acceptance of Municipal Solid Waste

3.2.1. The Concessionaire shall collect MSW from Project Coverage area and supply collected MSW to the facility as per the agreed delivery schedule as per clause 5.7.1.c.

3.2.2. Deleted

3.2.3. Apart from visual inspection procedure, the procedure to be adopted for sampling and testing of non-Municipal Solid Waste received at the Processing Facility to ascertain whether it contains Hazardous and/or Bio-medical Waste shall be finalized by the Parties and the procedure documented as part of the O&M Manual.

3.2.4. The concessionaire shall establish requisite laboratory and testing facility required for testing waste quality, leachate and other environmental monitoring required as the prevailing regulations/ guidelines including SWM Rules, 2016 and Manual on MSW Management, published by MoUD.

4. Mandatory Facilities

During the Active Operations Period and until the handover of the Waste Processing Facility, the Concessionaire shall, unless suitably modify with consent of the Authority or the IE cum PMC and duly document the O&M Plan and/or O&M Manual, operate and maintain the Waste

Processing Facilities as detailed in the manual. The Manual shall cover the various operational aspects which could be exhaustive but including the following:

- Green Belt
- Fencing
- Quality Control Laboratory
- Internal Roads
- Lighting and other electrical works
- Waste Collection and Transport
- Weigh Bridge
- Waste Receipt
- Waste Inspection
- Waste Weighing
- Waste Acceptance Criteria
- Waste Unloading
- MSW Processing Machinery
- Storm Water Drainage System
- Leachate Collection
- Water Supply System

S. No.	Description of Mandatory Facility	Operation and Maintenance Standard
1	Weigh Bridge	<ul style="list-style-type: none"> ▪ Calibration certification from manufacturer/ independent certification agency (approved by the Independent Consultant) to be renewed every year ▪ Maximum period of non-operation: 5 days in a quarter of year ▪ Data recording and reporting format to be decided in consultation with the Independent Consultant

S. No.	Description of Mandatory Facility	Operation and Maintenance Standard
		and to form part of the O&M Plan and/or O&M Manual.
2	Municipal Solid Waste Inspection Area	<ul style="list-style-type: none"> ▪ Leachate drain around the Municipal Solid Waste Inspection Area is free from clogging and allows unobstructed flow of leachate. Maintain shape & scope of the leachate drains in the designed manner during the lifetime ▪ No cracks/ruptures in the top RCC layer
3	Pulverization & Additive / Binder Storage and Mixing Room	<ul style="list-style-type: none"> ▪ Regular preventive maintenance of conveyors, pulverize, mixer, drier etc. ▪ Room shall be regularly maintained for leakage, painting etc.
4	RDF Conversion Room as applicable	<ul style="list-style-type: none"> ▪ Regular preventive maintenance of conveyors, machinery like hydraulic press, moulds / dyes, drier etc. ▪ Room shall be regularly maintained for leakage, painting etc.
5	RDF Storage Room as applicable	<ul style="list-style-type: none"> ▪ Room shall be regularly maintained for leakage, painting etc.
6	Storm Water Drainage System	<ul style="list-style-type: none"> ▪ All storm water drains are free from clogging and allows unobstructed flow of water ▪ Maintain shape & scope in the designed manner during the lifetime ▪ No stagnation of rain water on the Site
7	Leachate Collection and Drainage System	<ul style="list-style-type: none"> ▪ No overflow of leachate from the Leachate Collection Tanks ▪ Cracks or leaks in the leachate collection and drainage system to be sealed immediately ▪ Should be free from clogging and allows unobstructed flow of leachate
8	Leachate Treatment Plant	<ul style="list-style-type: none"> ▪ Maximum period of shut-down: 24 hrs. ▪ Treated leachate to meet standards as specified in table below ▪ No untreated leachate to be let out from the Site, unless it meets the standards as set out in the table of this Schedule
9	Water Supply System	<ul style="list-style-type: none"> ▪ Water for drinking purposes to meet IS :10500 ▪ Water supply for gardening and flushing to meet Inland Surface Water standards as per Central

S. No.	Description of Mandatory Facility	Operation and Maintenance Standard
		Public Health and Environmental Engineering Organisation (CPHEEO)
10	Quality Control Laboratory	<ul style="list-style-type: none"> ▪ Quality and calibration certification from manufacturer/independent certification agency (approved by the Independent Consultant) to be renewed every year ▪ Maximum period of non-operation: 5 days in a quarter of year ▪ Data recording and reporting format to be decided in consultation with the Independent Consultant and to form part of the O&M Plan and/or O&M Manual.
11	Internal Roads	<ul style="list-style-type: none"> ▪ The main roads shall be pot-hole free and in good motorable condition
12	Lighting and other electrical works	<ul style="list-style-type: none"> ▪ Minimum lux level of 20 in the area of operation (in case of 2 shift operations)
13	Boundary Wall and Fencing	<ul style="list-style-type: none"> ▪ Any breach in the boundary wall and fencing to be brought to the notice of the IE cum PMC immediately and to be sealed within 1 day ▪ Boundary wall and fencing to be inspected at least once every week and rejects (paper, plastics etc.), if any, found trapped in the fencing to be removed promptly
14	Green Belt	<ul style="list-style-type: none"> ▪ Maintained in accordance with O&M Plan and O&M Manual and as per recommendation of EC/CTE/CTO/standard guidelines
15	Windrow Platform	<ul style="list-style-type: none"> ▪ Leachate drain around the Municipal Solid Waste Inspection Area is free from clogging and allows unobstructed flow of leachate. Maintain shape & scope of the leachate drains in the designed manner during the lifetime ▪ No cracks in the top RCC layer

In order to ensure safe application of compost, the following specifications for compost quality shall be met, namely:-

Parameters (1)	Organic Compost (FCO 2009) (2)	Phosphate Rich Organic Manure (FCO 2013) (3)
Arsenic (mg/Kg)	10.00	10.00
Cadmium (mg/Kg)	5.00	5.00
Chromium (mg/Kg)	50.00	50.00
Copper (mg/Kg)	300.00	300.00
Lead (mg/Kg)	100.00	100.00
Mercury (mg/Kg)	0.15	0.15
Nickel (mg/Kg)	50.00	50.00
Zinc (mg/Kg)	1000.00	1000.00
C/N ratio	<20	Less than 20:1
pH	6.5-7.5	(1:5 solution) maximum 6.7
Moisture, percent by weight, maximum	15.0-25.0	25.0
Bulk density (g/cm ³)	<1.0	Less than 1.6
Total Organic Carbon, per cent by weight, minimum	12.0	7.9
Total Nitrogen (as N), per cent by weight, minimum	0.8	0.4
Total Phosphate (as P ₂ O ₅) percent by weight, minimum	0.4	10.4
Total Potassium (as K ₂ O), percent by weight, minimum	0.4	-
Colour	Dark brown to black	-
Odour	Absence of foul Odor	-
Particle size	Minimum 90% material should pass through 4.0 mm IS sieve	Minimum 90% material should pass through 4.0 mm IS sieve
Conductivity (as dsm-1), not more than	4.0	8.2

Standards are for Inland Surface Water but it should be for Land Disposal.

S. No	Parameter	Standards (Mode of Disposal)		
		Inland surface water	Public sewers	Land disposal
(1)	(2)	(3)	(4)	(5)
1.	Suspended solids, mg/l, max	100	600	200
2.	Dissolved solids (inorganic) mg/l, max.	2100	2100	2100
3	pH value	5.5 to 9.0	5.5 to 9.0	5.5 to 9.0
4	Ammonical nitrogen (as N), mg/l, max.	50	50	-
5	Total Kjeldahl nitrogen (as N), mg/l, max.	100	-	-
6	Biochemical oxygen demand (3 days at 27 ⁰ C) max.(mg/l)	30	350	100
7	Chemical oxygen demand, mg/l, max.	250	-	-
8	Arsenic (as As), mg/l, max	0.2	0.2	0.2
9	Mercury (as Hg), mg/l, max	0.01	0.01	-
10	Lead (as Pb), mg/l, max	0.1	1.0	-
11	Cadmium (as Cd), mg/l, max	2.0	1.0	-

12	Total Chromium (as Cr), mg/l, max.	2.0	2.0	-
13	Copper (as Cu), mg/l, max.	3.0	3.0	-
14	Zinc (as Zn), mg/l, max.	5.0	15	-
15	Nickel (as Ni), mg/l, max	3.0	3.0	-
16	Cyanide (as CN), mg/l, max.	0.2	2.0	0.2
17	Chloride (as Cl), mg/l, max.	1000	1000	600
18	Fluoride (as F), mg/l, max	2.0	1.5	-
19	Phenolic compounds (as C ₆ H ₅ OH) mg/l, max.	1.0	5.0	-

Note : While discharging treated leachates into inland surface waters, quantity of leachates being discharged and the quantity of dilution water available in the receiving water body shall be given due consideration.

* The Treated Leachate should comply with the standards laid down by SWM rules/CPCB guidelines for discharge of waste water or other relevant guidelines for discharge of waste water.

5. Routine Maintenance Standards

5.1. In order to ensure smooth and uninterrupted operations, routine maintenance of the Project Facilities shall include but not be limited to:

- a) Prompt repairs of the weigh-bridge, leachate collection drainage and treatment system, electrical items, drains, internal roads, lighting and fencing;
- b) Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the Project Facilities;
- c) Maintaining the shape, scope, full cross-section of the storm water drainage system and leachate collection and drainage system;
- d) Keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
- e) Undertaking maintenance works in accordance with the O&M Plan and O&M Manual;
- f) Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorised entry to and exit from and any encroachments including any encroachments on the Site;

g) Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/Applicable Permits.

5.2. The following standards in order of preference shall be adopted in consultation with the IE cum PMC, unless otherwise specified:

- a) SWM Rules, 2016 and its subsequent amendments
- b) Manual on Municipal Solid Waste Management published by CPHEEO
- c) Any other standards specified by statute and Applicable Laws
- d) Bureau of Indian Standards (BIS)
- e) Any other standard acceptable international / national guidelines, procedures etc.

5.3. The Concessionaire, for the purpose of routine maintenance shall, in consultation with the IE cum PMC, set forth such criteria as to conform to good international standards and Good Industry Practice for sound maintenance of the Project Facilities.

5.4. The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Construction Requirements/ specifications.

6. Emergency Maintenance

6.1. The Emergency Response Protocol (“ERP”) shall be developed by the Concessionaire in line with Factories Act. This shall be a part of the O&M Manual developed by the Concessionaire.

6.2. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to vehicle accidents involving personal injuries or fatalities, property damage and force majeure as follows:

- a) In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Project Facilities or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the Project Facilities to safe condition and in any event shall carry out such works before the affected area of the Project Facilities is re-opened to for normal operations.
- b) The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Active Operations Period.

6.3. In case of Emergency, the Concessionaire shall, upon due intimation in writing to the Authority, shall:

- a) carry out such emergency maintenance and repairs as may be required to repair the damages and where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible
- b) take all necessary measures to minimize pollution in accordance with the procedure specified in the O&M Plan/ Environmental Management Plan.
- c) Submit a report to IE cum PMC / the Authority from time to time.

7. Reporting

- a) The Concessionaire shall ensure that the Authority and IE cum PMC is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- b) The frequency and formats for the reports with respect to waste received, processed, rejects generated and disposed to land fill, compost produced / sold and energy generated / sold and any other relevant data like usage of supporting fuels if any, to be submitted and form part of the O&M Plan and O&M Manual.
- c) The following data should form part of the reports submitted by the Concessionaire:
 - (i) Circle wise quantity of Municipal Solid Waste received
 - (ii) Municipal Solid Waste characterization
 - (iii) Leachate generation
- d) The Concessionaire shall furnish to the Authority two copies of “as-built” Drawings of any construction undertaken after COD.

Annexure I:

SAMPLE FORMAT OF LOG BOOK AT RECEIPT POINT OF SANITARY LANDFILL SITE*

Date: -----		Shift : -----								
Time Hrs	Vehicle number	Driver name	Area from where waste is lifted	Initial Wt (T) (with waste-vehicle in):	Final Wt (T) (without waste vehicle out)	Weight of waste Received (T):--	Waste disposal location:	Presence of hazardous / bio-medical waste:	If yes, specify waste unloading place:	Waste Acceptance
							(specify cell no, location, temporary marking etc)	Yes /No	(earmark a specific place for unloading contaminated wastes – for segregating hazardous / biomedical wastes)	Acceptable /Not Acceptable (Use rubber stamp)

Signature of Shift In-charge

*This is Indicative format, final format shall be as approved by the Authority/ Nodal Agency/ IE cum PMC.

Schedule– 5 Operations and maintenance requirements of disposal facility – sanitary landfill facility

1. General

- (a) The Concessionaire shall comply with the O&M Requirements for landfill facility as set out in this Schedule. In doing so, the Concessionaire shall ensure that the Landfill Facilities are operated and maintained to the applicable regulations, standards and specifications and also meet the other requirements, if any, set out in the Agreement.
- (b) In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Landfill Facility, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will:
 - (i) Ensure to accommodate mixed waste from the existing disposal site
 - (ii) ensure the safety of personnel deployed on and users of the Landfill Facility or part thereof;
 - (iii) keep the equipment and machinery employed at the Landfill Facility from undue deterioration and wear;
 - (iv) permit unimpaired performance of statutory duties and functions of any party in relation to the Project;
- (c) During the Concession Period, the Concessionaire shall, in respect of the Landfill Facility, ensure that:
 - (i) applicable and adequate safety measures are taken;
 - (ii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Landfill Facility, due to any of its actions, is minimised;
 - (iii) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;
 - (iv) disturbance or damage or destruction to property of third party by operations of the Landfill Facility is controlled/minimised;
 - (v) data relating to the operation and maintenance of the Landfill Facility is collected, recorded and available for inspection by the IE cum PMC / the Authority / other regulatory agencies.

- (vi) all materials used in the operation, maintenance of any of the Landfill Facility shall meet the Construction Requirements;
- (vii) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.

2. Operations and Maintenance Manual and O&M Plans

The Concessionaire shall finalize the O&M Plan and the O&M Manual for the Landfill Facility in consultation with the IE cum PMC / the Authority.

3. Sampling and Testing

3.1. Unless modified with mutual consent by the Parties, the Residual Inert Matter shall be sampled and tested in the manner as set out below:

The Residual Inert Matter proposed to be taken to the Landfill Facility shall be placed in heaps of almost uniform size of sizeable quantity. The chemist shall take ten random samples from each of these heaps. These random samples shall then be thoroughly mixed and a single random sample taken and tested as per the procedure set out in Appendix 1 of this Schedule in the presence of the Authority/IE cum PMC or his authorized representative. In case the composition of this single random sample satisfies the criteria set out in Article 11 of this Schedule, it shall be deemed as being "Fit for Landfilling".

3.2. The Concessionaire shall be solely responsible for the composition of the material disposed in the Landfill Facility.

4. Weighment

4.1. The Concessionaire shall provide for a weighbridge for weighing waste before disposal into SLF.

4.2. The Concessionaire shall not take any Residual Inert Matter into the Landfill Facility without having obtained the "Fit for Landfilling" certificate from the IE cum PMC or his authorized representative. The Concessionaire shall plan his operations in a manner such that the Landfill Waste is taken into the Landfill Facility only in the daytime during normal operations or as mutually agreed upon between the Authority and the Concessionaire.

4.3. The Concessionaire shall record the following minimum data with regard to the Landfill Waste:

- (a) Date of operation
- (b) Total weight of the truck + landfill-able waste

- (c) Time of entry of the truck
- (d) Empty weight of the truck
- (e) Time of exit of the truck

4.4. In the event that the weigh-bridge provided in accordance with sub-clause 4.1 hereinabove is not in operation, the Concessionaire shall make alternate arrangement for weighing of waste prior to disposal in SLF at his own cost and expense. Such Weighment and transport of the Residual Inert Matter shall be done only under the direct supervision of the IE cum PMC or his authorized supervisor.

4.5. The procedure for Weighment of the Landfill Waste and certification by the IE cum PMC or his authorized representative shall be as set out in the O&M Plan and the O&M Manual.

5. Landfill Operation

5.1. Monsoon cover liner

The Concessionaire shall provide an intermediate liner or the monsoon cover liner, as per SWM Rules, 2016, to take care of the monsoon season before the onset of monsoon leaving only a temporary shed for operations during non-raining period of the day.

5.2. Daily Cell Cover

On each day during the Active Operations Period, the Concessionaire shall compact the Landfill Waste and cover the same ("Daily Cell Cover") in the manner as specified in SWM Rules, 2016.

5.3. Landfill Closure and Final Cover

- (a) The Concessionaire shall demonstrate the actual stability by considering the strength parameters of compacted inert material.
- (b) The concessionaire shall inform the IE cum PMC / the Authority at least one year in advance about the exhaustion of landfill, providing the following details:
 - (i) The estimated quantity of Landfill Waste that can be Land filled in future
 - (ii) The probable date till which Municipal Solid Waste can be accepted by the Waste Processing Facility
 - (iii) The plan for laying the final cover ("Final Cover") for the Landfill Facility
- (c) The Concessionaire shall provide the Final Cover in accordance with SWM Rules, 2016.

5.4. Vegetative cover

- (a) The Concessionaire shall, in accordance with SWM Rules ensure the provision of a vegetative cover after laying of the Final Cover.
- (b) The selection of the varieties of plants /grass to be planted shall be decided in consultation with the IE cum PMC/ the Authority and shall form part of the Post Closure Maintenance Plan.

5.5. Leachate Collection and Removal System (“LCRS”)

- (a) The Concessionaire shall ensure that there is no run-on/ run-off to and from the facility.
- (b) The Concessionaire shall ensure that all leachate drains are free from clogging and allows unobstructed flow of leachate.
- (c) Only treated leachate to be let out from the site, which shall meet the standards prescribed under SWM Rules, 2016.

5.6. Provisions for Landfill Gas Recovery / Venting System

- 5.6.1. The Concessionaire shall examine the requirement of providing Landfill Gas Recovery / Venting System in consultation with the IE cum PMC and if found necessary make suitable provisions to avoid any potential hazard to the environment.

The SWM Rules, 2016 and other applicable guidelines prevailing guidelines prevent the disposal of bio-degradable waste into landfills. However, based on the level of segregation achieved and waste characteristics disposed off into landfill, the requirement of gas recovery / venting system may be designed.

5.7. Post-Closure Maintenance Plan

- 5.7.1. The Authority/ Nodal Agency may appoint the Concessionaire to maintain the Landfill Facility during the Post Closure Period in accordance with the Post-Closure Maintenance Plan on mutually agreed terms
- 5.7.2. At least three months prior to the completion of any Financial Year during the Post Closure Period, the Concessionaire shall prepare and submit for review and approval by the IE cum PMC/ the Authority, the Post Closure Maintenance Plan for the subsequent Financial Year.
- 5.7.3. Post-closure maintenance shall be in accordance with Applicable Laws and shall involve periodical inspections, of at least once every three months, of the Landfill Facility to monitor land surface care, leachate collection, and methane control by way of flaring and to maintain flaring equipment.

5.7.4. Post-closure maintenance shall also involve investigations for detection of adverse environmental impacts, if any, and implementation of measures for mitigation of the same.

6. Environment Monitoring System

6.1. Monitoring shall be carried out in the following four zones:

- (a) On and within the Engineered Sanitary Landfill
- (b) In the unsaturated subsurface zone (vadose zone) around the Engineered Sanitary Landfill.
- (c) In the ground water (saturated) zone around the Engineered Sanitary Landfill.
- (d) In the atmosphere/local air above and around the Engineered Sanitary Landfill.

6.2. The quality of air (at the gas control facilities within the Site, at buildings on or near the Engineered Sanitary Landfill and along any preferential migration paths) shall meet the standards (“Acceptable Levels”) as set out in Table below.

S No.	Description	Acceptable Levels
1	SO ₂ , NO ₂ , PM ₁₀ , PM _{2.5} , O ₃ , Pb, CO, NH ₃ , C ₆ H ₆ , BaP (particulate phase), As and Ni	National Ambient Air Quality Standards, CPCB (2009)
2	Methane (CH ₄)	CH ₄ gas generated at landfill site shall not exceed 25 per cent of the lower explosive limit (LEL)

6.3. The quality of ground water (one source in the upstream of Engineered Sanitary Landfill and three sources on the downstream of Engineered Sanitary Landfill, within 50 m from the site and to a depth tapping the entire unsaturated zone and minimum 4 m down in confined aquifer) in the saturated zone shall meet the standards (“Acceptable Levels”)* as set out in Table below.

Sl. No.	Parameter	IS 10500:2012, Edition 2.2 (2003-09) Desirable Limit (mg/l except for pH)
1	Arsenic	0.01
2	Cadmium	0.01
3	Chromium (as Cr ⁶⁺)	0.05
4	Copper	0.05

Sl. No.	Parameter	IS 10500:2012, Edition 2.2 (2003-09) Desirable Limit (mg/l except for pH)
5	Cyanide	0.05
6	Lead	0.05
7	Mercury	0.001
8	Nickel	-
9	Nitrate as NO ₃	45.0
10	pH	6.5-8.5
11	Iron	0.3
12	Total hardness (as CaCO ₃)	300.0
13	Chlorides	250
14	Dissolved solids	500
15	Phenolic Compounds (as C ₆ H ₅ OH)	0.001
16	Zinc	5.0
17	Sulphate (as SO ₄)	200

** The Acceptable Levels should correspond to applicable statutory norms/rules*

The frequency of monitoring shall be as per the Table below.

Sl. No.	Description	Frequency
During Active Operations Period		
1	Leachate quantity	As per UT DD PCC Consent to Operate (Authorization)
2	Leachate quality	As per UT DD PCC Consent to Operate (Authorization)
3	Ground water quality – within the site	As per UT DD PCC Consent to Operate (Authorization)
4	Ground water quality – outside the site	As per UT DD PCC Consent to Operate (Authorization)
5	Air Quality	As per UT DD PCC Consent to Operate (Authorization)
During Post Closure Period		
1	Movement of the Engineered Sanitary Landfill cover	As per UT DD PCC Consent to Operate (Authorization)
2	Leachate quantity	As per UT DD PCC Consent to Operate (Authorization)
3	Leachate quality	As per UT DD PCC Consent to Operate (Authorization)

Sl. No.	Description	Frequency
4	Ground water quality – within the site	As per UT DD PCC Consent to Operate (Authorization)
5	Ground water quality – outside the site	As per UT DD PCC Consent to Operate (Authorization)
6	Air Quality	As per UT DD PCC Consent to Operate (Authorization)
7	Gas quality	As per UT DD PCC Consent to Operate (Authorization)

7. Mandatory Facilities

The Concessionaire shall, unless suitably modified in the O&M Plan and/or the O&M Manual, operate and maintain the mandatory facilities in accordance with the standards set out in the Table below.

S. No.	Description of Mandatory Facility	Operation and Maintenance Standard
1	Weigh Bridge	<ul style="list-style-type: none"> ▪ Calibration certification from manufacturer/ independent certification agency (approved by the Independent Consultant) to be renewed every year ▪ Maximum period of non-operation: 5 days ▪ Data recording and reporting format to be decided in consultation with the Independent Consultant and to form part of the O&M Plan and/or O&M Manual.
2	Storm Water Drainage System	<ul style="list-style-type: none"> ▪ All storm water drains are free from clogging and allows unobstructed flow of water ▪ Maintain shape & scope in the designed manner during the lifetime ▪ No stagnation of rain water on the Landfill Facility
3	Leachate Collection and Drainage System	<ul style="list-style-type: none"> ▪ No overflow of leachate from the Leachate Collection Tanks ▪ Cracks or leaks in the leachate collection and drainage system to be sealed immediately ▪ Should be free from clogging and allows unobstructed flow of leachate ▪ No untreated leachate shall be let out from the Site unless it meets the standards as set out in the RFP document
4	Water Supply System	<ul style="list-style-type: none"> ▪ Water for drinking purposes to meet IS 10500 ▪ Water supply for gardening and flushing to meet Inland Surface Water standards as per Central

S. No.	Description of Mandatory Facility	Operation and Maintenance Standard
		Public Health and Environmental Engineering Organization (CPHEEO)
5	Quality Control Laboratory	<ul style="list-style-type: none"> ▪ Quality and calibration certification from manufacturer/independent certification agency (approved by the Independent Consultant) to be renewed every year ▪ Maximum period of non-operation : 5 days ▪ Data recording and reporting format to be decided
6	Internal Roads	<ul style="list-style-type: none"> ▪ The main roads shall be pot-hole free and in good motorable condition
7	Lighting and other electrical works	<ul style="list-style-type: none"> ▪ adequate lighting system to achieve the lux levels, specified in the Indian Standard Codes (latest versions) of SP – 30 and IS 6665 – 1972 for the different working areas (in case of 2 shift operations)
8	Boundary Fencing	<ul style="list-style-type: none"> ▪ Any breach in the boundary fencing to be brought to the notice of the Independent Consultant immediately and to be sealed within 1 day ▪ Boundary fencing to be inspected at least once every week and rejects (paper, plastics etc.), if any, found trapped in the fencing to be removed promptly
9	Green Belt	<ul style="list-style-type: none"> ▪ Maintained in accordance with O&M Plan and O&M Manual

8. Reporting

- (a) The Concessionaire shall ensure that the Authority and IE cum PMC is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- (b) The frequency and formats for the reports to be submitted shall be finalized in consultation with the IE cum PMC and form part of the O&M Plan and O&M Manual.
- (c) The following data should form part of the reports submitted by the Concessionaire:
- (i) Residual Inert Matter quality test reports
 - (ii) Leachate generation
 - (iii) Emission of greenhouse gases

- (iv) Ground Water quality (both within and outside the Site)
 - (v) Waste processed per month
 - (vi) Breakdowns and repairs
 - (vii) Waste converted to energy
- (d) The Concessionaire shall also maintain a system for tracking the location of Landfilling operations within the Engineered Sanitary Landfill on a daily basis.
- (e) The Concessionaire shall furnish to the Authority three copies of “as-built” Drawings of any construction undertaken after COD.

9. Routine Maintenance Standards

9.1. In order to ensure smooth and uninterrupted operations, routine maintenance of the Project Facilities shall include but not be limited to:

- a) prompt repairs of the weigh-bridge, leachate collection drainage and treatment system, electrical items, drains, internal roads, lighting and fencing;
- b) replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the Project Facilities;
- c) maintaining the shape, scope, full cross-section of the storm water drainage system and leachate collection and drainage system;
- d) keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
- e) undertaking maintenance works in accordance with the O&M Plan and O&M Manual;
- f) preventing, with the assistance of law enforcement agencies, where necessary, any unauthorised entry to and exit from and any encroachments including any encroachments on the Site;
- g) taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/Applicable Permits.

9.2. The following standards in order of preference shall be adopted in consultation with the IE cum PMC, unless otherwise specified:

- a) SWM Rules, 2016 and its subsequent amendments

- b) Manual on Municipal Solid Waste Management published by CPHEEO
- c) Any other standards specified by statute and Applicable Laws
- d) Bureau of Indian Standards (BIS)
- e) Any other standard acceptable international / national guidelines, procedures etc.

9.3. The Concessionaire, for the purpose of routine maintenance shall, in consultation with the IE cum PMC, set forth such criteria as to conform to good international standards and Good Industry Practice for sound maintenance of the Project Facilities.

9.4. The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Construction Requirements/ specifications.

10. Emergency Maintenance

10.1. The Emergency Response Protocol (“ERP”) shall be developed by the Concessionaire in line with Factories Act. This shall be a part of the O&M Manual developed by the Concessionaire.

10.2. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to vehicle accidents involving personal injuries or fatalities, property damage and force majeure as follows:

- a) In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Project Facilities or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the Project Facilities to safe condition and in any event shall carry out such works before the affected area of the Project Facilities is re-opened to for normal operations.
- b) The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Active Operations Period.

10.3. In case of Emergency, the Concessionaire shall, upon due intimation in writing to the Authority , shall:

- a) carry out such emergency maintenance and repairs as may be required to repair the damages and where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible

- b) take all necessary measures to minimize pollution in accordance with the procedure specified in the O&M Plan/ Environmental Management Plan.
- c) Submit a report to IE cum PMC / the Authority from time to time.

11. Reporting

- a) The Concessionaire shall ensure that the Authority and IE cum PMC is provided with adequate information and forewarned of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- b) The frequency and formats for the reports with respect to waste received, processed, rejects generated and disposed to land fill, compost produced / sold and energy generated / sold and any other relevant data like usage of supporting fuels if any, to be submitted and form part of the O&M Plan and O&M Manual.
- c) The following data should form part of the reports submitted by the Concessionaire:
 - (i) Circle wise quantity of Municipal Solid Waste received
 - (ii) Municipal Solid Waste characterization
 - (iii) Leachate generation
- d) The Concessionaire shall furnish to the Authority two copies of “as-built” Drawings of any construction undertaken after COD.

12. Maturity Test

Maturity tests shall include the following two tests. The Concessionaire shall carry out Maturity Tests as per procedure set out below to ascertain whether the Residual Inert Matter is fit for Landfilling. Only the Residual Inert Matter which has passed the following two tests shall be termed as fit for Landfilling:

12.1. Starch Iodine Test

The Concessionaire shall carry out Maturity Test as per procedure set out below to ascertain whether the Residual Inert Matter is fit for Landfilling. Only the Residual Inert Matter which is completely degraded is termed as Fit for Landfilling.

Objective	To determine the maturity of the composting sample
Reagents & Chemicals	1. 35% perchoric acid (v/v) 2. 2% Iodine solution 3. Dissolve 4 gms of iodine (AR grade) and 8 gms of Potassium iodide in 500 ml distilled water

Objective	To determine the maturity of the composting sample
Method	<ol style="list-style-type: none"> 1. Weigh 1 gm of air dried sample in a 100 ml beaker 2. Add 20ml of 35% perchloric acid beaker, keep the mixture to react for 20 minutes 3. Filter the slurry through Whatman No. 542 filter paper in a 250 ml conical flask 4. Add 2 ml of iodine solution to the filtrate and observe the colour change
Results	
Golden Yellow Colour	Indicates complete degradation
Reddish Brown Colour	Indicates incomplete degradation
Greenish Blue to Blue Colour	Indicates no degradation

12.2. Carbon – Nitrogen Ration (CN Ratio) Test

The samples shall be tested for the C/N ratio (Organic water-soluble Carbon/ Organic water-soluble nitrogen). The C/N ratio shall be less than 7. If this acceptance criterion is not fulfilled all the heaps of Residual Inert Matter is "**not fit for landfilling**" and further stabilization is required. They will be recycled back to the treatment facility. The Test of C/N Ratio will be carried out regularly on daily basis. The results of the tests should be documented on daily basis and certified by the IE cum PMC.

The Analysis Procedure for finding the C/N Ratio for the MSW is based on the following Standards:

Carbon / Nitrogen Ratio: IS 10158, 1982, Reaffirmed 1995, Serial No 4 and 6. The procedure as laid down in the standard to be followed.

Schedule– 6 Scope of work of Independent Engineer cum Project Management Consultant (IE cum PMC)

1. Role of the IE cum PMC

The IE cum PMC is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the IE cum PMC is to:

- a) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and O&M Requirements;
- b) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- c) assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- d) review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

2. Scope of Services

The services to be provided by the IE cum PMC 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.

2.1 Implementation Period - Design and Planning

- a) Ensure that all design work fully complies with all Applicable Laws and, in particular, SWM Rules 2016 governing the requirements of Municipal Solid Waste disposal.
- b) Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
- c) Review of the following submitted by the Concessionaire:
 - (i) Quality Assurance Plan;
 - (ii) Implementation Plan;
 - (iii) O&M Plan – Implementation Period.

2.2 Implementation Period - Construction Inspection and General Services

2.2.1 The IE cum PMC would monitor, in accordance with Good Industry Practice, the progress in implementation of the Waste Processing Facilities and the Landfill Facility and ensure compliance with the Construction Requirements. For this purpose, the IE cum PMC shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- a) Provide administration of the contract in full and in complete accordance with applicable laws;
- b) Act on the Authority's behalf as the Authority's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- c) Designate tests on materials and/or equipment;
- d) Review and approve test results and materials and/or equipment used in the Construction Works;
- e) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IE cum PMC shall inform and advise the Authority, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- f) 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 IE cum PMC may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- g) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- h) Provide the services of a full time resident project representative during the period commencing from 7 (seven) days from the date of appointment of the IE cum PMC until the expiry of the IE cum PMC's appointment;
- i) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Waste Processing Facility, including the following:
 - (i) weigh bridge at the Project Facilities entry gate;
 - (ii) drainage system;
 - (iii) leachate collection and treatment system;
 - (iv) water supply system;

- (v) quality control laboratory and associated equipment's;
- (vi) electrical systems.
- j) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Landfill Facility, including the following:
 - (i) weigh bridge at the Landfill Facility gate;
 - (ii) drainage system;
 - (iii) leachate collection system;
 - (iv) leachate treatment plant
 - (v) composite liner system of the Engineered Sanitary Landfill
 - (vi) stability of the Engineered Landfill up to Final Cover
 - (vii) testing laboratory and associated equipment's
- k) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.

2.2.2 The IE cum PMC shall attend regular meetings ("Project Review Meetings" or "PRMs") with the Authority and the Concessionaire, to be held at least once in every two weeks during the Implementation Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work.

The IE cum PMC shall take notes at the meetings and provide a copy of the PRM minutes to the Authority and the Concessionaire.

2.2.3 The IE cum PMC shall prepare and submit to the Authority, Fortnightly Progress Reports including the following:

- a) Daily progress of works;
- b) Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
- c) Construction schedule for the succeeding week;
 - (i) Report on Tests
 - (ii) Report on notices issued
- d) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;

- e) Photographic record of progress of works over the previous week.

2.3 Active Operations Period

2.3.1 During this period the IE cum PMC would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- a) Provide administration of the contract in full and in complete accordance with applicable laws;
- b) Act on the Authority's behalf as the Authority's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- c) Designate tests on materials and/or equipment;
- d) Review and approve test results and materials and/or equipment used;
- e) Interpret the requirements of the contract and make decisions regarding performance of the Concessionaire. The IE cum PMC shall inform and advise the Authority, in a timely manner all matters relating to the execution, progress, and completeness of works;
- f) 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 IE cum PMC may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- g) Review, approve or disapprove drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;
- h) Provide the services of a full time resident project representative during the period commencing from 7 seven days from the date of appointment of the IE cum PMC until the expiry of the IE cum PMC's appointment;
- i) In addition to the daily responsibilities, 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;
- j) Provide the services of experts to check the quality of materials and the workmanship during the construction of the Landfill Facility, 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;
 - (v) slope stability of the Engineered Sanitary Landfill;
 - (vi) final cover system.
- k) Inspect and certify the quality of Municipal Solid Waste received at the Processing Facility, when required
 - l) Inspect and certify the quality of compost being sold or otherwise disposed outside the Sites
 - m) Inspect and certify composition of the Residual Inert Matter
 - n) Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
 - o) Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same. The IE cum PMC shall also consult the Authority prior to finalization of the O&M Plans;
 - p) Periodically review the O&M Manual for adequacy;
 - q) 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 the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
 - r) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
 - s) Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.
- 2.3.2 The IE cum PMC shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the Authority, and the 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 the Concessionaire and to discuss problems or other pertinent matters relating to the work. The IE cum PMC shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

2.3.3 The IE cum PMC shall prepare and submit to the 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.

2.4 Hand back of Waste Processing Facilities to the Authority

At the time of handing back the Waste Processing Facilities at the end of Active Operations Period, the IE cum PMC shall:

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

2.5 Post Closure Period

2.5.1 During the Post Closure Period, the IE cum PMC shall monitor and certify compliance with the Post Closure Maintenance Plan.

2.5.2 Attend meetings with the Authority, and the 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 IE cum PMC shall take notes at the meetings and provide a copy of the minutes of such meetings to each person who attended the meeting.

2.6 Meetings, Records and Reporting

2.6.1 In addition to attending the meetings hereinabove mentioned, the IE cum PMC shall also participate in emergency or extra-ordinary meetings of the Parties held to deal with any Force Majeure Event or other exigencies.

2.6.2 The IE cum PMC 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 IE cum PMC;

- b) Reviews of documents submitted to it by the Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, Drawings, As Built drawings, schedules, plans and reports;
- c) Inspections undertaken and notices/ instructions issued to the Concessionaire;
- d) Review of compliance with Construction Requirements and O&M Requirements;
- e) Tests;
- f) Concession Payments / Tipping Fees certified;
- g) Change in Law;
- h) Force Majeure Events;
- i) Breaches and defaults by the Parties; and
- j) Handback Requirements

2.6.3 The IE cum PMC would be required to submit the following reports to the Parties during the Concession Period:

- a) Implementation Period
 - (i) Fortnightly Progress Report (in accordance with Article 2.2.3 above)
 - (ii) Readiness Certificate (including Provisional Readiness Certificate)
 - (iii) Any supplemental or special report that may be considered necessary by the IE cum PMC (including Force Majeure, and breach of obligations).
- b) Active Operations Period
 - (i) Monthly Project Report (in accordance with Article 2.3.3 above)
 - (ii) Any supplemental or special report that may be considered necessary by the IE cum PMC (including Force Majeure, and breach of obligations)
 - (iii) Annual Review of O&M Manual
- c) Report on Handback Requirements.
- d) Any other report as may be reasonably required by the Authority or as may be necessary to give effect to the provisions of the Agreement.

Schedule– 7 Tipping Fee

(Amount in Rupees)

Project Name	Tipping Fee Rate / ton	
	In figures	In words
Collection & Transportation		
MSW Processing & Disposal		
Total		

Note:

1. The tipping fee for the collection and transportation activities till the commencement of the processing and disposal facility should not exceed 60% of the total tipping fee quoted by the Bidder.
2. The quoted price shall be inclusive of all the taxes and duties as applicable.

Inflation Adjustment

To give effect to inflation/deflation in the quoted tipping fees following procedure shall be adopted

a) Various cost components in quoted tipping fees are assumed as follows:

- 15 % of Tipping Fees towards Fuel component (“W1“)
- 40 % of Tipping Fees towards Labour component (“W2“)
- 25% of Tipping fees towards rest of component (“W3“)

b) Following Formula shall be used for the revision of Tipping Fees:

$$T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * WPI_1 / WPI_0)) + (0.20 * T_0)$$

Whereas:

- T_n = Revised Tipping Fees
- T_0 = Base Tipping Fees
- D_0 = Base Diesel price
- D_1 = Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) as on day of revision
- L_0 = Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)
- L_1 = Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by

Government as on day of revision)

- WPI_0 = Base Monthly Wholesale Price Index (All Commodities) Rate published by Office of the Economic Advisor, Government of India on Monthly basis
- WPI_1 = Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15th Day of previous month of Revision Date

$W1$ = Weightage of Fuel Component in the overall Tipping Fees which is 0.15;

$W2$ = Weightage of Labor component in the overall Tipping Fees which is 0.40;

$W3$ = Weightage of Rest of the components in the overall CTC which is 0.25

Base Values Shall be the corresponding values in the previous year of revision year

Base Diesel Price (D_0) – Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) on the same day as of D_1 in previous year

Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government) (L_0) - Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government on the same day as of L_1 in previous year

Base Monthly Wholesale Price Index (All Commodities) Rate published by office of the Economic Advisor, Government of India on Monthly basis (WPI_0) - Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on the same day as of WPI_1 in the previous year

Illustration for understanding Base Values:

If Revision Date = 01.06.2020

D_0 = Corresponding Value on date 01.06.2019	D_1 = Corresponding Value on date 01.06.2020
L_0 = Corresponding Value on date 01.06.2019	L_1 = Corresponding Value on date 01.06.2020
WPI_0 = Corresponding Value on 15.05.2019	WPI_1 = Corresponding Value on 15.05.2020

Note: Figures indicated here above are hypothetical figures and for illustration purpose only

- c) Revision in Tipping Fees shall be done on 01st June of every year. The IE cum PMC before one month in advance of every revision in tipping fees shall intimate the Authority and the Nodal Agency about the revised Tipping Fees backed with the calculation of such revision.
- d) First revision shall be applicable after at least 6 months from the commencement of third phase as per clause 2.2 of Concession Agreement.

Schedule– 8 Performance Security (Proforma of Bank Guarantee)

FORMAT OF PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEE executed on this the ----- day of----- at----- by -----
------(Name of the Bank) having its Registered office at-----
----- hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Chief officer, Diu Municipal Council, (hereinafter referred to as “The Authority”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

And

Chief Executive Officer The District Panchayat (hereinafter referred to as “The Nodal Agency”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Concession Agreement (“the Concession Agreement”) being entered into between the Authority, the Nodal Agency) and -----a company incorporated under the Companies Act, 2013, having its registered office at-----, (“the Concessionaire”), the Concessionaire has been granted the Concession to Development of Integrated Municipal Solid Waste Management System for Entire Urban and Rural Areas of Diu District including Diu Municipal Council Jurisdiction (the project coverage area) through PPP Model on Design, Build, Finance, Operate& Transfer (DBFOT) Basis (hereinafter referred to as “the Project”).

- A. In terms of Article 5.1 of the Concession Agreement, the Concessionaire is required to furnish to the Authority and the Nodal Agency, an unconditional and irrevocable bank guarantee for an amount of Rs.- - - - - (Rupees in words) as security for due and punctual performance / discharge of its obligations under the Concession Agreement.
- B. The Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance / discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s----- (hereinafter called "the Concessionaire") of all its obligations relating to the Project by the Concessionaire in accordance with the Concession Agreement.
2. The Guarantor shall, without demur, pay to the Authority and the Nodal Agency sums not exceeding in aggregate Rs.----- (Rupees in words), within five (5) calendar days of receipt of a written demand therefore from the Authority and the Nodal Agency stating that the Company has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by the Authority and the Nodal Agency and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
3. In order to give effect to this Guarantee, the Authority and the Nodal Agency shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by the Authority and the Nodal Agency or any indulgence shown by the Authority and the Nodal Agency to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Authority and the Nodal Agency or any indulgence shown by the Authority and the Nodal Agency, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until----- unless discharged/released earlier by the Authority and the Nodal Agency in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. ----- (Rupees in words).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire / the Guarantor or any absorption, merger or amalgamation of the Concessionaire / the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HERE UNTO ON THE DAY,
MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by -----Bank /by the hand of Shri-----

its -----and authorized official.

Date:

Schedule– 9 ICT in Solid Waste Management Operation and Smart Tacking

A. Functional Requirement Specification

The scope of SWM operator includes to provide an IT / MIS System to monitor weight of garbage collected each day.

The solid waste management program will be an integration of the system developed by the Solid waste management operator and display dashboard of GPS tracking system with functioning of RFID tags for vehicle monitoring.

Vehicle Tracking system
<p>This system will be based on the GPS tracking system with customized dashboard for solid waste management program to track the location of solid waste collection vehicles. The system shall leverage on the GPS and GIS technologies for route scheduling, route monitoring, reporting and generating rule based alarms.</p> <p>The functionality of the system is described as below-</p> <ul style="list-style-type: none">• The system must enable capturing of GIS information of the temporary transfer stations, solid waste treatment centres and all the secondary dustbin location such that location details are reflected on a map• Program must also enable the highlighting of the routes covered by the compactors/ tippers/ other vehicles involved through GIS mapping• The system should have the ability to display the functioning status of all the instruments- GPS Tracker.• System should have the capability to generate alarm in case of failure of functioning of any instrument.• The system will store data and archive it which can be retrieved based on date, time and vehicle number filter.• The data from GPS will be stored for minimum 30 days.• System should have the ability to display vehicles which are not functioning due to maintenance or other reason.
Waste collection tracking
<p>This system will track the complete waste from collection to disposal and treatment. The system will operate on the RFID tags- placed at secondary bins, important locations and RFID readers on the solid waste vehicles. The system will integrate to the weight monitoring MIS System developed by the Concessionaire.</p> <p>This system will have the following functionality-</p> <ul style="list-style-type: none">• The secondary bin location, temporary transit stations, waste treatment entry/exit will be installed with RFID tags. This data shall be transferred through the GPS device unit having GSM/GPRS connectivity.• The system will auto-push amount of waste collected per day to the Program –Head at stipulated time during the day.
MIS System

The Operator for solid waste management shall be responsible for this module. The MIS system developed will have an interface at the ICCC.

Monitoring dashboard/ Software platform requirements

The dashboard will be a transparency portal provide up-to-date information on the activities of DMC related to solid waste management. This will also aid in monitoring performance of the solid waste management operator. The portal should provide up-to-date information on the activities of DMC

The dashboard will have the following functionalities:

- Ability to view a real-time GIS based platform with all the layers. The monitoring screen will have the location of all SW vehicles and their routes.
- Ability to display key analytics and reports in graphical format
- Additionally the program will have restricted access to admin panel to carry put following function
 - Ability to Add/edit details of solid waste vehicles
 - Ability to Add/edit all Master data
 - Ability to allow roles based access and user management

Reports :

The monitoring dashboard will show the Graphical view of the statistical data on the monitoring screen. Following are the minimum reports to be generated by the system.

- Daily, weekly, monthly reports on type of waste collected
- Grievance reports showcasing in-progress, resolved and unattended complaints
- Billing and collection reports,
- Extent of segregation of waste and extent of MSW recovered
- Route time taken

B. Technical Requirement Specification

The solid waste management program will function effectively by a communication / interaction between field instruments, supporting applications which translates into data. This data generated will help in bringing actionable insights to every incidence generated.

Following table details the various instruments which will be part of the Solid waste management program.

Sr.No.	Instrument	Brief
1	*GPS Trackers	GPS trackers will be placed on all the solid waste collection vehicles and will be monitored at the ICCC. The monitoring would be done based on the route taken by the vehicles and time.

Sr.No.	Instrument	Brief
2	<i>RFID Tags</i>	Radio frequency Identification (RFID) Tags will be installed at secondary collection bins/ points to monitor the collection efficiency by the solid waste vehicles.
3	<i>RFID Reader</i>	These will be installed on the solid waste vehicles to detect /sense the RFID tags installed at various locations. As soon as the RFID reader sense the tags, the data of timing and collection point will be captured in the system.
4	<i>Weighing Machine (Integration)</i>	Weighing machine will be installed at the entrance of the disposal site. The readings of all the waste collected will be entered in the MIS of the operator. This will be integrated at the ICCC.

**Few of the vehicles has existing instruments.*

The field instruments will send data across various service applications. The service application(s) which will be integrated with solid waste management program is given below-

Sr. No	Service applications	Functions
1	<i>GIS based platform</i>	The GIS platform for solid waste management program will display digitized layer of all secondary bin location, disposal site and the collection routes.

Letter of Authorization

To whomsoever it may Concern

This is to confirm that to pursuant to the Concession Agreement dated entered into between the Authority, The Nodal Agency and ----- (“the Concessionaire”), the Concessionaire has been authorized to construct, operate and maintain an Municipal Solid Waste Processing Plant with Engineered Sanitary Landfill Facility for Diu District including Diu Municipal Council and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,

Name and Designation of Officer of the Authority

Address of office of the Authority

Substitution Agreement

THIS SUBSTITUTION AGREEMENT is entered into on this the ----- day of ----- (Month) --- (Year) at -----.

AMONGST,

Diu Municipal Council., established under the provisions of the..... (hereinafter referred to as “the Authority” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

The District Panchayat, established under the provisions of the..... (hereinafter referred to as “the Nodal Agency”, which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

-----, a company incorporated under provisions of the Companies Act, 2013, having its registered office at -----, hereinafter referred to as “Concessionaire” which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

AND

----- (Financial Institution/ Bank) having its Registered Office/Head Office at ----- hereinafter referred to as “the Lender”.

OR

----- (Financial Institution/Bank) having its Registered Office/Head Office at----- acting for and on behalf of the Lenders listed in Schedule I hereto (hereinafter referred as “the Lenders' Representative” .

WHEREAS

The Authority and the Nodal Agency desires to establish an Integrated Municipal Solid Waste Processing Plant with Engineered Sanitary Landfill through private participation on Design, Finance, Build, Operate and Transfer basis (DBFOT);

- A. By the Concession Agreement dated entered into between the Authority, the Nodal Agency and the Concessionaire (hereinafter referred to as “the Concession Agreement”) the Concessionaire has been granted the Concession to implement the Project on DBFOT basis;

B. With a view to facilitate financing of the Project by the Concessionaire, the Authority, the Nodal Agency and the Concessionaire have agreed to enter into a Substitution Agreement being these presents with the Lender/s / Lenders' Representative.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof.

“Financial Assistance” means the financial assistance set forth in Schedule I hereto, agreed to be provided by the Lender(s) to the Concessionaire for financing the Project.

“Lender(s)” means the financial institutions/banks whose name(s) and addresses are set out in Schedule I hereto.

“Residual Concession Period” means the period which shall be the remainder of the Concession Period computed from the date of substitution of the Concessionaire by the Selectee.

“Selectee” means a Person proposed by the Lender/Lender's Representative pursuant to this Agreement and approved by the Authority for substituting the Concessionaire for the Residual Concession Period, in accordance with the provisions of this Agreement.

"Suspension Period" means the period commencing from the expiry of the Date of Termination specified in the Preliminary Notice and ending on the date on which all formalities connected with substitution of the Concessionaire by the Selectee including handing over of Sites / Project Facilities, in accordance with this Agreement are completed and the substitution has become effective.

1.2 Capitalized terms used in this Agreement but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

ARTICLE 2: SUBSTITUTION OF THE CONCESSIONAIRE BY THE SELECTEE

2.1 Lenders right to Substitute

The Authority, the Nodal Agency and the Concessionaire hereby irrevocably agree that upon Termination of the Concessionaire simultaneously by the Authority, the Nodal Agency, the Lender(s) shall, without prejudice to any other rights or remedies available to them under law/Financing Documents and without being required to exercise or exhaust such rights or remedies, have the right to seek substitution of the Concessionaire by Selectee for the Residual Concession Period under the Concession Agreement in accordance with the provisions of this Agreement.

2.2 Preliminary Notice of Termination

The Authority and the Nodal Agency shall as soon as possible but in any case not later than 15 days of its knowledge of the occurrence of such Termination issue Preliminary Notice of Termination to the Concessionaire in terms of Article 9.2(a) of the Concession Agreement, with a copy thereof simultaneously to the Lenders. Provided, if the Concessionaire Event of Default is the one set out in

Article 9.1(a) of the Concession Agreement, the Authority and the Nodal Agency shall not be obliged to issue Preliminary Termination Notice until receipt by the Authority and the Nodal Agency of the recall notice issued by the Lender(s) to the Concessionaire.

2.3 Suspension of Concession and Takeover of the Project Facilities

The Concessionaire irrevocably agrees that if the Cure Period specified in the Preliminary Notice of Termination lapses without the Concessionaire Event of Default having been cured, the Concession shall effective from the expiry of such Cure Period stand suspended, without any further notice or other act of the Authority and the Nodal Agency being required, and that the Authority and the Nodal Agency shall have the right to enter upon and takeover the Sites / Project Facilities and to take all such steps as are necessary for the continued operation and maintenance of the Project Facilities, subject to servicing the payment obligations under the Financing Documents, and the substitution of the Concessionaire by the Selectee in accordance with this Agreement. The Concessionaire hereby irrevocably consents to the takeover of the Project Facilities / Sites by the Authority and the Nodal Agency forthwith upon suspension becoming effective.

2.4 Substitution Notice

The Authority , the Nodal Agency and the Concessionaire hereby irrevocably agree that in the event of the Concessionaire's failure to cure the Event of Default specified in the Preliminary Notice of Termination, the Lender/Lender's Representative may, within 30 (thirty) days of the expiry of the Cure Period specified therein, notify the Authority , the Nodal Agency and the Concessionaire about the intention of the Lender(s) to seek substitution of the Concessionaire by the Selectee for the Residual Concession Period (the "Substitution Notice").

2.5 Criteria for selection of the Selectee.

The Lender/ Lenders' Representative shall in addition to any other criteria that it may deem fit and necessary, apply the following criteria in the selection of the Selectee:

- (a) the Selectee shall possess the net worth, experience, technical capability and managerial ability to perform and discharge all the residual duties, obligations and liabilities of the Concessionaire in respect of the Concession, under the Concession Agreement;
- (b) the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the Concessionaire to the Authority and the Nodal Agency under and in accordance with the Concession Agreement, and also payment of amounts due to the Lender(s) under the Financing Documents upon terms and conditions as agreed to between the Selectee and the Lenders.

ARTICLE 3: MODALITY FOR SUBSTITUTION

3.1 Modalities for Substitution.

The following modalities shall be followed for substitution of the Concessionaire by the Selectee pursuant to this Agreement:

- (a) The Lender(s)/Lenders' Representative shall be entitled, within a period of ---- (in word) days from the date of delivery of the Substitution Notice pursuant to the preceding Article 2.2 to invite or procure offers either through private negotiations or public auction or process of tender or otherwise from the eligible Persons, for the substitution of the Concessionaire by the Selectee and propose to the Authority and the Nodal Agency for their approval, the Selectee (the "Proposal"). The Proposal of the Lender/Lender's Representative shall contain the particulars and information in respect of the Selectee, particulars of the amounts due to the Lenders under the Financing Documents, the terms of Substitution and such data and information as would be necessary and relevant for the Authority and the Nodal Agency to decide as to the acceptability of the Selectee. The Lender/ Lender's Representative shall provide to the Authority additional information and clarification in respect of any data, particulars or information contained in the Proposal, as the Authority and the Nodal Agency may reasonably require.
- (b) The Proposal shall be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by the Authority and the Nodal Agency of the Proposal observe, comply with, perform and fulfill the residual terms, conditions and covenants of the Concession Agreement as if the Selectee had been the Concessionaire under the Concession Agreement, and to assume, take over, discharge and pay the Concessionaire's obligations under the Financing Documents on the terms and conditions agreed to by the Selectee with the Lenders. The Selectee shall also undertake to enter into such documents and writings with the Authority and the Lender(s) as may be necessary or required to give effect to the substitution of the Concessionaire by the Selectee.

- (c) The Authority and the Nodal Agency shall convey to the Lender / Lenders' Representative its acceptance or otherwise of the Selectee within 30(thirty) days of (a) the date of receipt of the Proposal by the Authority and the Nodal Agency, or (b) the date of receipt of the additional information and clarifications in respect of any data, particulars or information comprised in the Proposal, provided by the Lender / Lender's Representative to the Authority and the Nodal Agency, whichever is later.
- (d) At any time prior to the acceptance of the Selectee by the Authority and the Nodal Agency pursuant to this Agreement, the Authority and the Nodal Agency may require the Lender/Lenders' Representative to satisfy it as to the eligibility of the Selectee and the decision of the Authority and the Nodal Agency as to acceptance or rejection of any Selectee (which shall be reasonable), shall be final, conclusive and binding on the Lender(s), the Selectee and the Concessionaire. In the event that the Authority and the Nodal Agency fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Proposal/ the Selectee within a period of 30 days prescribed in preceding sub-article (iii), the Authority and the Nodal Agency shall be deemed to have accepted the Proposal/ the Selectee
- (e) The rejection of the Selectee if made by the Authority and the Nodal Agency shall be reasoned and be made after hearing the Lender/Lenders' Representative. Following the rejection of the Proposal, the Lender/Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee, within 30 days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of preceding sub-article (iii) and (iv) shall apply mutatis mutandis to such fresh Proposal.
- (f) If the Authority and the Nodal Agency accepts the Proposal/fresh Proposal, the Authority shall take all necessary steps to substitute the Concessionaire by the Selectee by amendment of the Concession Agreement or by execution of fresh agreement or such other writing as may be required or necessary to give effect to the Substitution of the Concessionaire by the Selectee for the Residual Concession Period.
- (g) The substitution of the Concessionaire by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in favour of the Authority , the Nodal Agency and the Lender(s) so as to give full effect to the terms and conditions of substitution, subject to which the Selectee has been accepted by the Lender(s) and the Authority and the Nodal Agency and upon the delivery by the Authority and the Nodal Agency of the Sites / Project Facilities to the Selectee. Upon the substitution becoming effective pursuant to this sub-article all the rights of the Concessionaire under the Concession Agreement shall cease to exist. Provided nothing contained in this sub-article shall prejudice any pending / subsisting claims of the Concessionaire against the Authority and the Nodal Agency or any claim of the Authority and the Nodal Agency against the Concessionaire and the Selectee shall incur no liability or consequence on account of any previous breach/default and shall subject to the terms and conditions of the substitution, have a period of 90 days to cure any breach/default subsisting on the date of substitution and required or agreed to be cured.

(h) The decision of the Lenders, the Authority and the Nodal Agency in the selection of the Selectee shall be final and binding on the Concessionaire and shall be deemed to have been made with the concurrence of the Concessionaire. The Concessionaire hereby expressly waives all rights to object to or challenge such selection of the Selectee on any ground whatsoever.

3.2 Termination and Termination Payment.

(a) Where the Lender / Lenders' Representative (on behalf of all the Lenders) communicates in writing that (i) the Lender/ Lender's Representative does not intend to seek substitution of the Concessionaire, or (ii) that the Lender/Lenders' Representative has not been able to find suitable Selectee or (iii) that the Authority and the Nodal Agency has declined to accept the Selectee proposed by the Lender/Lenders' Representative, the Authority and the Nodal Agency shall proceed to terminate the Concession and to make Termination Payment, in accordance with the provisions of the Concession Agreement.

(b) Nothing contained in these presents shall mean or be interpreted as provision of any guarantee or surety by the Authority and the Nodal Agency and it is expressly agreed that the Authority and the Nodal Agency has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amounts advanced by the Lenders to the Concessionaire.

ARTICLE 4: MODE OF TERMINATION PAYMENTS

Mode of Payment

The Authority and Concessionaire hereby irrevocably agree, and confirm that so long as the liabilities of the Concessionaire under the Financing Documents are outstanding the Termination Payment and any other amounts due and payable by the Authority to the Concessionaire under any of the provisions of the Concession Agreement shall be paid only by way of credit directly to a bank account designated therefore by the Lender(s) / Lenders' Representative and advised to the Authority and the Concessionaire in writing. The Lender(s) shall be entitled to receive and appropriate the same without any further reference to or consent of the Concessionaire towards the satisfaction of the amounts outstanding, due and payable under the Financing Documents, subject to payment by the Lender(s) of the surplus amount, if any remaining after discharge of the liabilities of the Concessionaire under the Financing Documents, to the Concessionaire. Any payment so made shall to the extent of such payment constitute a valid discharge to the Authority of its obligations with regard to the Termination Payment and of any other monies due to the Concessionaire under the Concession Agreement.

ARTICLE 5: GENERAL

General

- (a) The Parties hereto expressly represent and warrant that they are duly empowered to sign and execute this Agreement.
- (b) Notices under this Agreement shall be sent to the Addresses first hereinabove mentioned. Any change in the address of any Party shall be duly notified by a Registered post acknowledgement due and delivered to the other parties.
- (c) The expressions “the Authority”, the “Concessionaire”, the “Lender” and the “Lenders’ Representative” herein used shall unless there be anything repugnant to the subject or context include the respective successors, legal representatives, administrators and permitted assigns.
- (d) This Agreement shall not be affected by reorganization of any Lender, the Concessionaire or the Authority and the successor in interest of the Lender or the Authority shall have the benefit of this Agreement.
- (e) Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by arbitration by a Board of Arbitrators comprising of a nominee of each party to the dispute. Such arbitration shall be held in accordance to and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be Diu, India. The Award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the “Award”) without delay.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in the Authority alone shall have jurisdiction over all matters arising out of or relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings thereunder.
- (g) The consultation, recommendation or approval of the Lenders’ Representative under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same.
- (h) This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.
- (i) It shall not be necessary for the Lender(s) or the Lenders’ Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.
- (j) No amendment, variation or modification to this Agreement shall be valid and effectual unless made in writing and executed by the duly authorized representatives of all the Parties hereto.
- (k) All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the Concession Agreement or execution of fresh Concession Agreement for

the purpose of substitution as aforesaid, irrespective of the Lenders making such payment for the time being, shall be borne by and be to the account of the Concessionaire.

- (l) The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Concession Agreement and this Agreement shall be read together and construed harmoniously. The terms of this Agreement shall prevail in the event of any inconsistency with the Concession Agreement.

Land Lease Agreement

This **LEASE AGREEMENT** made on the _____ day of _____ in the year Two Thousand and Twenty (2020)

BETWEEN

Diu Municipal Council having its office at fort Road, Diu, – 362520, is responsible for Development of Integrated Municipal Solid Waste Management System for Diu Municipal Council on Design, Procure, Supply, Operate & Transfer Basis, acting through its 'Chief Officer' (hereinafter referred to as "the **Lessor**" which expression shall wherein the context or subject to implies include its successors and assigns)

AND

M/s ____, 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 Diu Municipal Council is desirous of improving its municipal solid waste management and disposal capabilities in order to enable the due discharge of its functions under the SWM Rules 2016 and for that purpose has approved the establishment of Municipal Solid Waste Project by the Lessee ("Project") and has entered into a concession agreement dated __ with M/s ____, the Developer ("Concession Agreement"), on the same date as this lease Agreement, under which it has authorized the Lessee to implement the Project.
- B. The Diu Municipal Council in order to enable the due implementation of the Project and to discharge its obligations under the Concession Agreement is hereby providing the Lessee (the Developer under the Concession Agreement), by way of this lease agreement ("**this Agreement**"), the Demised Premises (more particularly delineated in Schedule A hereto and shown in the site map attached thereto) for the purposes of implementing the Project and constructing, operating and maintaining the integrated waste processing plant and disposal facility 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. This Agreement shall be co-terminus with the Concession Agreement and is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The terms that are used but not defined in this Agreement 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 Agreement shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of the Plant and each of the Project Facilities 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 Agreement, the Lessor shall, effective from COD, 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 can be paid in advance for such period 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 Agreement remains valid and binding.
5. The Demised Premises are being vested with the Lessee, under this Agreement, 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 the Concession Agreement), whether legal or physical in nature.

At any time during the term of this Agreement 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 Agreement only for the purposes of the Project including for the purposes of developing, establishing, designing, constructing, operating the maintaining the Plant, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing the Municipal Waste in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of Municipal Waste, the storage and processing of Municipal Waste and Residual Inert Matter as well as to the receipt and storage of any waste (including Excluded Waste and Rejected Waste) that may have been received by the Lessee in any consignment of Municipal Waste.

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 Plant (including each of the Project Facilities) 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 Agreement. The Lessor hereby agrees and acknowledges that it shall not own or have any rights to any superstructure, facility or any moveable or immovable structures constituting the Plant that are constructed or erected or placed on the Demised Premises and further that the same shall be owned by the Lessee. The Lessor hereby agrees that the construction, operation and maintenance of the Plant at the Demised Premises and the receipt, storage and processing of Municipal Waste 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 Municipal Waste.
8. The Lessee shall have the right to, without requiring any prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person, the substitute entity, to replace the Lessee and undertake the construction, operation and maintenance of the Plant upon the occurrence of an event of default by the Lessee, as the case may be, under any of the Financing Agreements. The Lessor shall novate this Agreement in favour of the substitute entity, which shall constitute an agreement between the substitute entity and the Lessor on the terms and conditions of this Agreement as existing at the time of such novation.
9. The Lessor hereby authorizes the Lessee to create any Encumbrance over the Plant constructed on the Demised Premises (excepting the land) and this Agreement in favor of the Lenders for enabling financing of the construction, operation and maintenance of the Project. The Lessor agrees that it shall enter into such agreement as may be required by the Lenders to enable financing of the Project and creation of the Encumbrance required by the Lenders. Without prejudice to the terms of this Agreement, the Lessor shall be governed by the terms of any agreement that the Lenders may have entered into with the Lessor in respect of the Encumbrance over the Project Facilities (other than the land constituting the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favour of the Lenders.
10. The Lessor hereby covenants and assures the Lessee that:
 - (a) all the land comprising the Site is of non-agricultural status and is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Plant and the Project Facilities, and that it shall obtain any additional Applicable Approvals that may be required for the development, construction, operation and maintenance of the Project Facilities;
 - (b) 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;

- (c) 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;
- (d) it shall not demand or in any manner claim or seek to recover the rent prior to the COD or increase the rent due and payable by the Lessee under the provisions of this Agreement;
- (e) 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;
- (f) 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 processing Plant & disposal facility; (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 Plant;
- (g) 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 Agreement and the Financing Agreements;
- (h) there are 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 MW; and
- (i) the Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.

11. The Lessee hereby covenants with the Lessor as follows:

- a) That it shall implement the Project in accordance with the Concession Agreement; and
- b) That it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.

12. Lessor has lawful title, possession and control of all the lands constituting the Site and has the requisite right and authority to lease the same to Lessee for the Term 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.

13. (a) Subject to Sub-Clause (b) and(c) below, no assignment of this Agreement 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.
- (b) It is hereby specifically agreed that the Lessee shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Plant, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favour of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee, shall, however, in such event obtain formal consent from the Lessor, which consent shall not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.
- (c) The Lessor hereby agrees that the Lessee shall require any prior approval of the Lessor for creating any Encumbrance, right, title, or interest over the Demised Premises (except land) and the Project Facilities and the other assets of the Project, in favour of the Lenders.
- (d) Lessor confirms that the Financing Documents may include suitable rights in favour of the lenders for taking over the Demised Premises and the Plant for management, in enforcement of their security upon the happening of an event of default thereunder/the Concession Agreement on the part of the Lessee.
14. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement 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 Demised Premises shall be handed back to the Lessor in accordance with the provisions of the Concession Agreement and that this Agreement shall terminate only on the handing over of the Plant and the Site to the Lessor in accordance with the terms of the Concession Agreement
15. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with clause 20 of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian law.
16. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessor and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or

otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.

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

SIGN SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF THE LESSOR THROUGH:	
SIGNED, SEALED AND DELIVERED BY LESSEE THROUGH ITS AUTHORISED SIGNATORY IN PRESENCE OF:	