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**MINING OF LEGACY WASTE AND RECOVERY OF  
LAND AT THE DADDU MAJRA DUMPING GROUND,  
CHANDIGARH ON BUILD OPERATE AND TRANSFER  
BASIS**

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Request For Proposal

**27-05-2019**



***Chandigarh Smart City Limited***  
**Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A,  
Chandigarh – 160017**

## Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Chandigarh Smart City Limited, (hereinafter referred to as "CSCL") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CSCL, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigations into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. CSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

CSCL may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information presented in this RFP document.

Mere submission of a responsive Bid/Proposal does not ensure selection of the Bidder as Concessionaire.

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## Abbreviation

BOT	Build Operate & Transfer
CEO	Chief Executive Officer
COD	Commercial Operation Date
CPCB	Central Pollution Control Board
CPCC	Chandigarh Pollution Control Committee
CSCL	Chandigarh Smart City Limited
DMDG	Daddu Majra Dumping Ground
EMD	Earnest Money Deposited
JV	Joint Venture
JVC	Joint Venture Company
LDO	Light Diesel Oil
LOA	Letter of Award
LSHS	Low Sulphur Heavy Stock
MACT	Maximum Achievable Control Technology
MCC	Municipal Corporation Chandigarh
MoEF & CC	Ministry of Environment & Forest and Climate Change
MoU	Memorandum of Understanding
MSW	Municipal Solid Waste
MT/d	Metric Ton Per Day
MT/d	Metric Ton
NABET	National Accreditation Board for Education and Training
O&M	Operation & Maintenance
RDF	Refused Derived Fuel
RFID	Radio Frequency Identification Device
SEIAA	State Level Environment Impact Assessment Authority
SLF	Sanitary Land Fill
TPD	Ton per Day
TSDF	Treatment Storage & Disposal Facility
USEPA	United States Environmental Protection Agency
UT	Union Territory of Chandigarh

**Chandigarh Smart City Limited**  
**Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A,**  
**Chandigarh – 160017**

**e- TENDER NOTICE**

Chandigarh Smart City Limited (CSCL) invites e-tenders (online tenders) from the eligible, reputed and established agencies / company (ies)/ firm for "Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis".

The detailed terms and conditions of this tender can be downloaded from Govt. website <https://etenders.chd.nic.in>. Prospective bidders should download the complete tender documents only from the website <https://etenders.chd.nic.in> upto the last date of submission. Addendum/ Corrigendum if any, to the tender documents shall be uploaded on the aforementioned website only. Hence, the bidders shall visit the same regularly. Bidders are requested to go through the complete bid documents, criteria and scope of work in particular, before submission of online bid.

Chief Executive Officer  
Chandigarh Smart City Limited  
Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A, Chandigarh  
– 160017  
e-mail: smartcity.chd@nic.in

### 1.1.1 Notice Inviting Tender (E-TEDERS NOTICE)

Chandigarh Smart City Limited (CSCL) invites Bids i.e. General Bid, Technical and Financial Bids from the prospective bidders for selection of Concessionaire for "Mining of Legacy Waste and Recovery of Land at Daddu Majra Dumping Ground, Chandigarh on Build, Operate and Transfer Basis". The Concession Period will be 540 days. The key bidding detail of the tender are:

1	Type of Online Bid	Three Bid System
	Folder- 1	Earnest Money and Document Fee
	Folder-2	Pre-qualification documents such as completion certificate, Affidavit in original for blacklisting, downloaded copy of whole tender document, certificate of registration of GST/ Service Tax / Pan/ TIN and sign on each page of tender document and uploading of the same along with other requisite documents.
	Folder- 3	Financial Bid
2	Date of Pre-bid Conference	10.06.2019 (Monday) at 3:00 PM
	Date of submission of Clarification/Queries	Pre-Bid queries to be submitted at <a href="mailto:smartcity.chd@nic.in">smartcity.chd@nic.in</a> by 09.06.2019 till 5:00 PM
3	Venue of Pre-bid Conference	Conference Room Chandigarh Smart City Limited, Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A, Chandigarh – 160017
4	Bid Closing Time and Date	04.07.2019 (Thursday) – 3:30 PM
5	EMD (Earnest Money Deposit) in shape of Demand Draft	Rs. 50.00 lakh in the form of a Demand Draft favouring <b>Chandigarh Smart City Limited</b> payable at Chandigarh. The Scanned copy of EMD shall be submitted online. The Original Demand Draft shall be submitted at the office of Chandigarh Smart City Limited, Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A, Chandigarh – 160017, on the day of opening of technical bids.
6	Cost of Bid Document (Non-Refundable)	Rs. 25,000/- + 18% GST to be paid by Bank Transfer through RTGS in the A/c of CSCL (A/c No.: 50100047016350; A/c Name: Chandigarh Smart City Limited.; Bank Name & Address: HDFC Bank, SCO 78-79, Sector 8 – C, Chandigarh – 160008; IFSC: HDFC0000107).
7	Bid Opening Date Technical Bid	04.07.2019 (Thursday) – 5:00 PM
	Opening Date of Financial Bid of bidders.	To be informed later on.
8	Amount of Performance Guarantee to be submitted only by the Successful Bidder	Rs. 2.00 Crore to be submitted within 7 days of issue of Letter of Award (LOA). For extension of time for submission of Performance Guarantee beyond stipulated time in NIT, CSCL will charge 12% per annum on daily basis but such extension shall not exceed by another seven (7) days. However, in case last date of submission of performance guarantee happens to be bank holiday the last day of submission shall be the next working day. Performance Guarantee shall remain valid for a period of 180 (One Hundred Eighty) Days beyond the stipulated date of completion of all contractual obligations.



9	Signing of Concession Agreement	Concession Agreement is to be signed within 15 days of issue of LOA.
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Other details and terms & conditions are given in the Request for Proposal (RFP), which can be downloaded from the website as mentioned in the e-Tender Notice. Interested eligible applicants may obtain further information from CSCL office. The Project consists of works as mentioned in the RFP document. A firm will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. CSCL has right to accept/reject any tender without assigning any reason. CSCL reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

### 1.1.2 Schedule of Bidding Process

CSCL would endeavour to adhere to the following schedule during the Bidding Process:

S. No.	Event Description	Date
1	Issue of RFP	27.05.2019
2	Last date of receiving queries	09.06.2019 till 5:00 PM
3	Pre-bid meeting	10.06.2019 at 3:00 PM
4	Last date for online Submission of E-tender document	04.07.2019 till 3:30 PM
5	Proposal Due Date	04.07.2019 till 3:30 PM
6	Opening of Technical Bids	04.07.2019 at 5:00 PM
7	Opening of Financial Bids	To be intimated later on

- Pre-Bid meeting and opening of Technical and Financial Bid will be held in the office of Chandigarh Smart City Limited (CSCL) at the dates mentioned in the Schedule of Bidding Process.
- The Schedule of Bidding process is indicative, CSCL may change/revise any or all Schedules of dates during bid process. The revised date (s) shall be intimated only on e-Tender website.

## Part-I: Project Information Memorandum

### 1 Introduction

The Chandigarh Smart City Limited (herein after referred as "CSCL") is responsible for implementation of projects identified under Smart City Mission for Chandigarh including collection, transportation, processing and disposal of Municipal Solid Waste (MSW) generated within its jurisdiction. Towards this, CSCL has decided to invite open competitive bids for 'Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground (DMDG) Project' in Chandigarh in respect of the existing solid waste dump by way of deploying viable and sustainable systems/ technologies as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 and other applicable Rules as amended from time to time.

Waste generation in MCC area has risen from around 250 MT/d to the presently level of around 450 MT/d. Currently, MCC generates waste to the tune of 450 TPD from the 26 municipal wards of Chandigarh encompassing 56 residential sectors, markets area and 41 urban slums. Waste from the rural habitations of the Union Territory of Chandigarh comprising 9 villages has also been disposed of by the UT Administration at the same site.

This waste is transported and managed at Daddu Majra waste disposal site. CSCL now intends to recover the land at Daddu Majra Dumping Ground (DMDG) in Chandigarh by adopting suitable technology in respect of the existing legacy garbage dump, which is spread over around 8.1 Ha and has been operational for more than the past 20 years. Average height of the waste dump is 10m. The quantity of this material which is to be disposed of from DMDG through scientific processing is approximately 0.5 Million MT. However, the bidder shall visit the site and make his own assessment about the quantity of legacy waste to be mined to make the site cleared of all the legacy waste as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules – 2016.

### 2 Objectives of the Project

The objectives of the proposed project are to:

- To dispose of around 0.5 Million MT existing legacy waste from DMDG through scientific mining and processing. This work will be monitored on the basis of weightment of the raw waste and outgoing material for disposal after scientific processing at the site.
- Minimise the nuisance to the community of Daddu Majra on account of the fugitive emission and spontaneous combustion.
- To start with, clear approximately 2 Acres of land out of the existing dump which will be required for setting up the processing plant.
- Reclaim the entire land blocked with the dump for future use for scientific waste treatment and disposal.
- Treatment of entire waste with environment friendly solutions and ensuring that the site is free from flies/mosquitos/rodents and bacteria etc.

### 3 The Scope of Work – Construction and O&M Requirements

The scope of work for the Concessionaire will broadly include, but not limited to as described in the following paragraphs.

### 3.1 The processing facility

The Concessionaire has to set up processing facility to dispose of about 0.5 Million MT legacy waste from the DMDG through scientific processing within 540 days from the Appointed Date (incl. mobilization & construction period) by way of deploying suitable and adequate number of heavy earth moving machinery, equipment, vehicles, and treatment technology. For continuous and reliable operations of the entire system, the Concessionaire shall install two sets of screening system. The Concessionaire shall carry out at his own cost contour survey and waste composition analysis for effective and efficient planning of operations.

It is the responsibility of the Concessionaire to ensure that the entire processing system shall be established in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and Solid Waste Management Rules 2016 and other applicable rules & norms as amended from time to time. The Concessionaire shall install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc. The Concessionaire shall also take all necessary measures to prevent air pollution, dust emission and noise emission.

For ease of operations and monitoring, the entire area of existing dump shall be divided into 20m x 20m grids. Mining of existing dump will be done grid-wise as per the action plan to be submitted by the Concessionaire and as approved by the CSCL. This plan will be reviewed periodically and which may be subject to changes according to local circumstances.

### 3.2 Milestones

The project is expected to complete in 540 days. Below are the proposed milestones of the project:

*Table 1.1.2 Timeline and Project Activities*

S. No.	Particulars	
1	Total estimated quantity of waste to be disposed off	5,00,000 MT
2	Handing over of Site	10 days
3	No. work due to Rains + Implementation/Equipment's Mobilization Time	170 Days
4	No. of working days in which entire material will have to be disposed.	360 Days
5	The period of completion of project	540 Days

### 3.3 Weighment System

The Concessionaire shall set up computerised weigh bridges of required capacity with facility of RFID tag for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by Project Engineer/ CSCL. This weighment system shall be installed at the entry gate of the proposed processing facility to be decided in consultation with Project Engineer/ CSCL and should meet the following conditions:

- a. It should be a pit-less fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire Concession period with backup server facility and shall be provided as & when required by Project Engineer/ CSCL officials and competent authorities.

- i. Entire dumping/mining complex should be under complete CCTV surveillance during the Concession Period. Weighment system should be operated in CCTV surveillance with data storage of entire Concession period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by CSCL) shall be provided by the Concessionaire with following specifications, but not limited to: (1) Speed-30 fps (2) Resolution-Full HD, Infrared-supported, Automatic number plate recognition and integrate the feeds of Cameras with Command and Control Centre of CSCL and SCADA Room of MCC.
- b. CCTV Recordings of operation of weighment system shall be provided as and when required by Project Engineer/ CSCL officials and competent authorities.
- c. Correction/repairs of any malfunctioning in operation of weighment system will be the responsibility of the concessionaire.
- d. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by the concessionaire within a period of 24 hrs. During this period of failure, weighing of MSW shall be carried out either at the CSCL weigh bridge located on the other end of the SLF; or a private weighbridge located outside which should be approved by Project Engineer/ CSCL at concessionaire's cost and no additional charges will be paid by CSCL.
- e. The vehicles used for transportation of waste within site shall be registered with R.T.O. Chandigarh and fulfil all rules & regulations in force as specified by the said authority from time to time. Also, these vehicles shall be equipped with Radio Frequency Identification (RFID).

### **3.3.1 Server & connectivity for Weighment:**

The requirements of the project to be met by the Concessionaire are as listed hereunder:

- a. Weighment system application, database, other software licenses, server with adequate capacity and required configuration shall be provided by the Concessionaire. The server facilities like server room, rack, power supply, UPS & air conditioning shall be provided by the Concessionaire. It will be installed at DMDG site, location of which will be notified by PE/CSCL.
- b. Server should have back up storage of all the data of weighment system during the Concession Period.
- c. Dedicated connectivity for CSCL authorities shall be provided by the Concessionaire to get the real time data to monitor the operations as and when desired by CSCL/PE.
- d. All the facilities i.e. weighment system application, database, other software licenses, server facilities shall be the property of CSCL after end of the concession period.
- e. Administrative privileges of the server related to all data of weighment system, and CCTV shall be with CSCL.
- f. Any technical errors/malfunctioning of server data shall be rectified by the concessionaire at his own cost in the shortest possible time within 24 hours.

### **3.3.2 ETP and other facilities:**

The Concessionaire shall set up & operate a treatment plant for effluents etc. if required. All the other facilities required under applicable laws and to meet scope & conditions of this contract shall be set up by the concessionaire.

### **3.3.3 Land for the processing plant:**

Land required for setting up processing plant and machineries admeasuring up to maximum 2 Acres shall be made available to the concessionaire out of the existing legacy dump itself. The required land area will be cleared by the Concessionaire at his own cost. Concessionaire shall shift the waste within the site for clearing and reclaiming this land.

The entire area of the Daddu Majra waste disposal site is demarcated by boundary wall on two sides and fencing on the other sides. However, to separate the landfill and the dump mining operations, the Concessionaire is required to erect 2m high fencing between the area earmarked for new SLF construction and the area occupied by the dump.

As mentioned earlier, weigh bridges of required capacity will be installed at the entrance and exit of the processing area.

### **3.3.4 Shed**

The concessionaire shall install a shed of requisite size covering the entire processing area.

### **3.3.5 SCADA**

The Concessionaire shall set up a SCADA system which should provide weigh bridges readings, amount of waste processed at each Trommel. The Concessionaire shall invariably share the feeds and APIs with CSCL/ MCC.

### **3.3.6 Ownership**

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made there in by the Concessionaire, shall at all times during the currency of the Contract remain that of CSCL.

### **3.3.7 Responsibility for removal of processed and recovered materials**

- i. It is the sole responsibility of the concessionaire to dispose off the residues/ rejects as well as the fines generated or recovered during the process.
- ii. By-products from such processing, viz. recyclables, enriched soil, compost, etc. will be the property of the concessionaire and the Concessionaire shall be required to dispose it off from the site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016.
- iii. It is expected that e-waste, hazardous waste and recyclables such as plastic, glass, metal, etc. do not in any way form the part of fines.

### **3.3.8 Operations Plan:**

The Concessionaire shall submit a comprehensive operations plan (covering all activities e.g., excavation/ mining/ removal, separation, processing, transportation, disposal in a scientific manner, stocking on- and off-site, etc.). The Plan shall cover fines disposal aspects which will include, among others, identification of fines disposal area/ site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rule 2016. No land belonging to CSCL will be given for the disposal of fines of this project. However, the rejects comprising the coarse fraction shall be safely disposed of in accordance to the Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016. The Concessionaire shall treat the entire waste with environmental friendly solutions and ensuring that the site is free from flies/mosquitos/rodents and bacteria etc.

### 3.3.9 Clearances:

The Concessionaire has to obtain all required permissions/NOCs from various authorities like State Level Environment Impact Assessment Authority (SEIAA), Pollution Control Board/ Committee, Ministry of Environment & Forest and Climate Change (MoEF & CC), clearance of land owner for disposal of rejects/fines and any such requisite regulatory/ statutory permissions etc. in order to process the legacy waste lying at the DMDG. CSCL may assist the Concessionaire in obtaining these permissions only on written of the Concessionaire. The Concessionaire shall comply/ adhere to the following Environmental Standards and has to obtain clearances that may be required for setting up the operations are, but not limited to as listed below in the Table 1.2.

S. No.	Clearance	Authority
1	Environmental Clearance/ EIA for the project	Chandigarh Pollution Control Committee (CPCC)
2	Authorization under SWM Rules	CPCC
3	Consent to establish/ Consent to operate	CPCC
4	Any other clearances under applicable laws and rules	Competent Authority

### 3.3.10 Environmental Standards:

- i. The Concessionaire shall comply/ adhere to the Environmental Standards as listed below (Annexure-I to the Project Information Memorandum)
  - a. Air Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
  - b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
  - c. Leachate Treatment – As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
  - d. Odour Monitoring – As per CPCB guidelines 'Odour Pollution & Its Control May 2008' or amendments thereafter with respect to baseline site parameters.
  - e. Water Quality Monitoring - As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
  - f. Emission standards for Incinerators – As specified in Annexure-I to the Project Information Memorandum.
- ii. Concessionaire shall make all the necessary arrangements for monitoring of various parameters and achievement of the standards.
- iii. Concessionaire shall appoint a professional agency approved by CPCC/MoEF/NABET to Monitor and achieve these standards.

### **3.3.11 Hazardous waste management**

- i. The Concessionaire shall be responsible for the safe disposal of hazardous waste as defined in Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 if existing/ found during mining /generated during processing, etc. He shall dispose of the same at a Hazardous Waste Treatment Storage and Disposal (TSDF) Facility approved by CPCCC in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter.
- ii. All the commensurate charges for disposal of hazardous waste shall be borne by the Concessionaire.
- iii. Concessionaire has to submit documentary evidence regarding disposal of hazardous waste as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016.

### **3.3.12 Removal of plant on completion of works**

After completion of the concession period, within 2 months the concessionaire shall completely remove the moveable assets i.e. plant, machineries and equipment from the site, clear the project area and hand over the land, shed and immovable assets to CSCL. Performance security of the concessionaire will be released only after the entire project site has been handed over to CSCL without encumbrances.

### **3.3.13 Responsibility to abate odour and fires**

It is the sole responsibility of the Concessionaire to abate the odour nuisance and fire hazards on the dump site. The Concessionaire shall use all proven relevant measures such as laying of soil cover on exposed waste and aeration, etc. which will help to abate odour and flies' nuisance. While processing the legacy waste, the Concessionaire may set up a Diffuser with scented water at the Dump Site especially near the residential houses to cover up the offensive odors. Necessary fire extinguishers or fire fighting vehicles shall be arranged to abate fire hazards. However, in case of major fire incidence, CSCL may assist by providing fire fighting vehicles according to availability at that point of time. In any case necessary safety gears shall be provided to all staff working as per the good industry practice.

## **4 Special Conditions**

### **4.1 Handover of Sites**

- a) CSCL shall, within Ten (10) days from the Appointed Date i.e. "Effective Date", hand over to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Site free from Encumbrance, for the purpose of implementing the Project having right of way on License basis at a nominal lease rental of Re. 1 per annum for the Term and the Concessionaire shall execute a separate License Agreement with CSCL together with the execution of this Agreement. The license rental can be paid in advance for such period of time as the Concessionaire may deem fit. Land required for the Project will be provided to the Concessionaire by CSCL on license, co-terminus with the Concession Agreement.
- b) Upon the Site being handed over, the Concessionaire shall 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 Sites as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement.



## 4.2 Online Submission

The Tenders shall be called through e-tendering portal of Chandigarh Administration i.e. <http://etenders.chd.nic.in/nicgep>. No Physical documents shall be accepted from the bidders.

### **Folder - 1:**

EMD and Document Fee – Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”

The Bid Security of the required value under Folder 1 as EMD and document fee.

### **Folder -2:**

Technical Bid – “Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”

- a) Original RFP document/any addendum, any other correspondence, certificates and samples duly signed by authorized signatory.
- b) Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the Board of Directors.
- c) Documents / Various Annexure / Formats related to meeting the eligibility criteria as mentioned in Clause 8.4 of ITB.

### **Folder -3:**

Financial Bid – “Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”

Financial Proposal as per the Appendix H of ‘Instructions to Bidders’.

All the Folders viz. ‘1’ ‘2’ and ‘3’ addressed to the Chief Executive Officer, Chandigarh Smart City Limited shall be sent online.

## 5 Water and Electricity

Arrangement of water and electricity required for the project will be the responsibility of the Concessionaire at his own cost. Concessionaire will also ensure power back up for the smooth operation of weighbridge, critical electrical system, security & surveillance system, etc.

## 6 Processing System and Project Management

Management of the project and methodology required to be adopted for handling the legacy waste at DMDG shall include, but not limited to, the following:

- i. The handling and processing capacity of the plant shall not be less than 926 MT/d. However, if Concessionaire so desires, he can decide to install a higher capacity plant
- ii. The hardware and technology adopted may include, but not limited to the following:
  - a. Size reduction and screening machinery. At least two sets of screening machinery shall be deployed. The opening size of trommels, intermediate and final screens will be decided by the Concessionaire considering end use requirement for the fines.
  - b. Magnetic separator for ferrous metals & scraps; and eddy current separator for removal of non-ferrous metals.
  - c. Effective separation of coarse fraction/ non-biodegradable material like plastics, cloth, etc.
- iii. Deploying of all requisite heavy earth moving machinery and equipment viz., chain excavators, front end loaders, conveyors, tippers, dumpers & handling equipment, water tanker, etc. will be Concessionaire's responsibility.
- iv. The plant and machineries necessary for each of the above steps will be part of the operations plan to be submitted to CSCL for approval.
- v. The waste removed from the dump site is to be safely transferred to the treatment facility erected at the site. The Concessionaire will prepare a layout clearly showing the area required for treatment of the mined waste along with allied activities.
- vi. The Concessionaire will fence this area by erecting 2 m high barbed wire fencing. An entry and exit gate will be constructed for a defined entry and exit to the processing area.
- vii. Computerised weigh bridges of adequate capacity with facility of RFID tag will be installed at the entry and exit gate for weighing of incoming and outgoing vehicles.
- viii. The Concessionaire should ensure regulated and continuous removal of waste from dump site with utmost safety and under standard hygienic conditions as per Solid Waste Management Rules, 2016.
- ix. The system proposed should be comprehensive in terms of providing a source to end solution.
- x. By-products from such processing like recyclables, RDF, etc. will be the property of the Concessionaire and the Concessionaire shall be required to dispose it off from the site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016.
- xi. The treatment facility should be provided with necessary infrastructure like security and access control/s, supervisor room, camera monitoring with adequate no of dome camera with live feed to ICCC and recording features, etc. by the Concessionaire.
- xii. SCADA Room may be setup at site to feed supplied to ICCC of CSCL and SCADA Room of MCC.
- xiii. A separate first aid facility will be provided at the treatment plant within 100 m of the treatment facility.
- xiv. Concessionaire may plan work in three shifts.
- xv. The Concessionaire shall ensure that the plant is not shut down for a continuous period of longer than 3 days; and it shall operate for not less than 26 days in a month. In the event of shut down longer than 3 days; or operation for less than 26 days penalties as specified in Schedule 3 shall be imposed excluding rainy days.

- xvi. The concessionaire shall ensure that the average quantity of legacy waste to be mined is not less than 24,076 MT per month after commissioning of all equipments; and the shortfall shall be calculated on quarterly basis. In the event of shortfall, penalties as specified in Schedule 3 shall be imposed.
- xvii. The segregated material shall be disposed of from the site within 15 days of its mining.

## 7 Provision for Building Ancillary Facilities

In case concessionaire is required to set up ancillary facilities at site like fuel storage bunker, DG set, etc. CSCL may assist the concessionaire in getting the same installed at site for the period of the contract only. However, the necessary permissions required are to be obtained by concessionaire at his own cost.

All handling of chemical handling/explosives, including storage, transport shall be carried out under the statutory rules adopted by CPCC or as may be directed by the CPCC.

## 8 Submissions of Plan and Methodology for the Project:-

Bidders will submit the following documents along with the technical bid:

- i. Detailed plan and methodology including working during the Monsoon months.
- ii. Production process flow chart.
- iii. Type and number of heavy earth moving machinery to be deployed at the site considering the minimum capacity of 926 MT/d.
- iv. Typical drawing of the structure to be erected as the treatment plant.

## 9 Period for Mobilization, Construction and Commissioning of the Project

Construction and erection of the plant and creation of other allied facilities should be completed within 60 days from the Effective Date. This will include the period required for mobilization and getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which will be considered as Commercial Operation Date (COD) of the project.

## 10 Disposal of fresh MSW

MCC shall not dump any fresh waste at Project Site after the 'Effective Date'.

## 11 Concession Period

The Concession hereby granted is for the period commencing from the Appointed Date and ending on the Expiry ("the Concession Period") during which the Concessionaire is authorized to design, finance, construct, operate and maintain the Project Facilities in accordance with the provisions hereof.

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.

## 12 Selection Methodology

- i. The Financial Proposals would be ranked in ascending order of the Proposed Tipping Fee, with the Bidder quoting the lowest Proposed Tipping Fee being ranked first and the Bidder quoting the second lowest Proposed Tipping Fee ranked as second and so on.

- ii. The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder.
- iii. In case when two or more bidders submit same lowest amount in the financial bid, those bidders are required to submit fresh financials quote in sealed envelope. The lowest quoted bidder shall be awarded the work. The new lowest financial quote must be less than the previous financial quote submitted by the bidder in its e-bid.
- iv. The Tipping Fee that will be quoted by the Bidder could be positive (+) or negative (-). Positive tipping fee is the amount that will be paid by CSCL to the Bidder whereas negative tipping fee is the amount the Bidder will pay to CSCL. The Bidder shall clearly mention in their Financial Proposal whether the Tipping Fee is Positive or Negative.
- v. For the purpose of evaluation of Financial Proposals, the Financial Proposal with the highest Negative Tipping Fee Amount, as per the Financial Proposal, would be ranked L1 and other proposals subsequently would include lower Negative Tipping Fee Amount.

### 13 Payment

In case of Positive tipping fee quoted by the concessionaire, the payment will be released after ensuring that waste is processed as per the applicable rules in force and removed from the site for further disposal. If any malpractice is observed in this, heavy penalty shall be imposed as per Schedule 3 of the Draft Concession Agreement. If malpractice is observed second time, Chief Executive Officer may even cancel the contract & initiate legal action against the Concessionaire which may also include blacklisting.

## Annexure I: Environmental Standards

1. Ambient Air Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters. Ambient Air Quality Monitoring
2. Noise Pollution: The measurement of ambient noise would be done at the interface of the facility with the surrounding area, i.e., at plant boundary. According to The Noise Pollution (Regulation & control) Rules, 2000, the standards for noise for areas/zones are presented in Table below.

*Noise Pollution Table: Standards for noise in different areas/zones*

Area Code	Category of Areas/Zones	Limits in dB	
		Day Time 6AM to 10PM	Night Time 10PM to 6AM
a	Industrial area	75	70
b	Commercial area	65	55
c	Residential area	55	45
d	Silence zone	50	40

3. Standards for treated leachate from landfill site: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters. Standards for treated leachate from landfill site
4. Water Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
5. Odour Monitoring (with respect to baseline site parameters)

*Odour detection threshold*

Parameter	Odour detection threshold (ug/m <sup>3</sup> )
SO <sub>2</sub>	2616
NH <sub>3</sub>	695
H <sub>2</sub> S	1390
Aldehyde	1226
Methyl Mercaptan	1962

6. A. Operating standards for incinerators shall be as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter.

Particulate matter	150 [50]
Nitrogen Oxides	450 [210]
HCl	50 [21]
Minimum stack height shall be 30 meters above ground	[65]

Volatile organic compounds in ash shall not be more than	0.01%
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B. Emission standards (stricter norms shall be applicable):- Parameter concentration in Mg/Nm<sup>3</sup> at 12% Co<sub>2</sub> correction. Figures in bracket need to be met by the operator:

Note:

- Suitably designed pollution control devices shall be installed or retrofitted with the incinerator to achieve the above emission limits, if necessary.
- Waste to be incinerated shall not be chemically treated with any chlorinated disinfectants.
- Chlorinated plastics shall not be incinerated.
- Toxic metals in incineration ash shall be limited within the regulatory quantities as specified in the Hazardous Wastes (Management and Handling) 1989 as amended from time to time.
- Only low sulphur fuel like LDO, and LSHS, and Diesel shall be used as fuel in the incinerator.
- Additional standards to be met for all or any thermal processes. Interim Maximum Achievable

Pollutants	Interim MACT Standards Incinerators
Dioxin and Furan (ng TEQ/dscm)	0.20
Mercury (µg/dscm)	45
Semi Volatile Metals (µg/dscm)	120
Low Volatile Metals (µg/dscm)	97
HCl/Cl <sub>2</sub> (ppm v dry)	21

Control Technology (MACT) Standards for Combustors in United States of America (USEPA, Sept 1999)

Note:

- DSCM is dry standard cubic meter
- If the temperature of flue gas at the exit of last combustion chamber by rapid quench or heat recovery to less than 204.4 Degree Celcius
- If the gas temperature at the inlet of the dry particulate control device is maintained below 204.4 Degree Celcius
- For parameters which are not covered as above, Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste issued by CPCB and SWM Rules 2016) and other applicable rules/norms or standard rules by any appropriate authority shall apply as amended from time to time.

## Part-II: Instructions to Bidders (ITB)

### 1 Scope of Proposal

- 1.1 The Solid Waste Management Rules, 2016 (hereinafter referred to as "SWM Rules, 2016") mandate that Urban Local Bodies (ULB) carry out treatment of Mined Legacy Waste in a scientific manner properly. The existing solid waste dump needs to be deployed through viable and sustainable systems/ technologies as per SWM Rules, 2016 and other applicable Rules as amended from time to time.
- 1.2 Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh are proposed to be implemented with private participation under a Build-Operate-Transfer (BOT) Concession framework (hereinafter referred to as "the Project") for a Concession period of 540 days.
- 1.3 Chandigarh Smart City Limited (CSCL) invites detailed proposals (hereinafter referred to as "Proposal") for the Project. The scope of work is set out in Appendix A of Instructions to Bidders and in Schedule 1 of the Draft Concession Agreement.
- 1.4 Proposals from bidders will be evaluated on the basis of the criteria set out in this RFP document as per Appendix F in order to identify the successful bidder for the Project (hereinafter referred to as "Successful Bidder"). The Successful Bidder would then have to enter into a Concession Agreement with the CSCL and perform the obligations as stipulated therein, in respect of the Project.
- 1.5 Terms used in this RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Concession Agreement.

### 2 Eligible Bidders

- 2.1 The Bidders eligible for participating in the qualification process shall be anyone of the following two categories:

Category 1: A single Business Entity meeting the qualification criteria as set out in Appendix F - 'Proof of Qualification'.

Category 2: In case the Bidder, who is a Business Entity, (hereinafter referred to as 'Lead Member') does not fulfill the qualification criteria as set out in 'Proof of Qualification', then he may form a consortium/Joint Venture (JV) with a suitably qualified Member, (hereinafter referred to as 'Consortium Member other than Lead Member'), with whom a valid Memorandum of Understanding (hereinafter referred to as 'MoU') formalizing such an arrangement should be in place. The Consortium Member other than Lead Member must also be a Business entity. This joint entity shall hereinafter be referred to as 'Consortium'.

Business Entity means Registered Partnership Firms/ Limited Liability Partnership Firms registered under LLP Act, 2008/ a Company incorporated in India under the Companies Act, 1956/ 2013.

The term Bidder used hereinafter would therefore apply to both the above-mentioned categories.

- 2.2 Any entity, which has earlier been barred by the any Govt. or Semi Govt. or Corporation or Private Organization during the last seven years from Proposal Due Date from participating in any project would not be eligible to submit a Proposal.

### **3 Additional Requirements for submitting Proposal by a Consortium**

- 3.1 There shall not be more than two (2) members of the Consortium / JV.
- 3.2 Wherever required, the Proposal shall contain the information required of each of the members of the Consortium.
- 3.3 The members of the Consortium shall furnish Power of Attorney duly signed by authorized representative(s) of the members.
- 3.4 The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 3.5 The Consortium shall submit a MoU as part of its Proposal. The MoU shall, inter alia, include the following:
  - a) Convey the intent of the Lead Member to enter into a separate management agreement with the Member other than Lead Member for implementing the project
  - b) Form a joint venture company with the Member and the Lead Member committing to hold a minimum equity stake equal to 51% of such company and Member other than Lead Member committing to hold a minimum equity stake equal to 26% of such company at all times during the Concession Period. In case the Project is awarded to the Consortium or joint venture Company, as the case may be, would enter into a Concession Agreement with the CSCL and shall subsequently carry out all the responsibilities as Successful Bidder in terms of the Concession Agreement.
  - c) Clearly set out the roles and responsibilities of each Member of the Consortium for implementing the Project.
  - d) Include a statement to the effect that the members of the Consortium shall be jointly & severally liable for the implementation of the Project in accordance with the terms of the Concession Agreement.
  - e) In naming the Lead Member and the Member of the Consortium, it should include their successors and permitted assigns.
  - f) A copy of the MoU should be submitted as part of the Proposal. The MoU entered into between the Members of the Consortium should be specific for the Project and should contain the above requirements, failing which the Proposal would be liable to be considered as non-responsive.

### **4 Number of Proposals**

Each Bidder can submit only one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal, either individually or as a part of consortia, for the Project will be disqualified and cause the disqualification of such consortia.

### **5 Validity of Proposal**

The Proposal shall remain valid for a period not less than 75 days from the Proposal Due Date (hereinafter referred to as 'Proposal Validity Period'). CSCL reserves the right to reject any Proposal, which does not meet the requirements.

### **6 Proposal Preparation Cost**

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process.

CSCL will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.



## 7 Earnest Money Deposit (EMD)

- 7.1 Each Proposal shall be accompanied by an EMD of Rs. 50 Lakh (Rupees Fifty Lakh only). The Scanned copy of EMD shall be submitted online.
- 7.2 The EMD shall be either in the form of a crossed demand draft/banker's cheque drawn in favor of the Chandigarh Smart City Limited on any scheduled bank and payable at Chandigarh. The Original Demand Draft shall be submitted at the office of CSCL on the day of opening of technical bids.
- 7.3 The EMD given by all the bidder except the lowest bidder shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of successful bidder, whichever is earlier without any interest. The EMD submitted by the Successful Bidder shall be released without any interest upon furnishing of the Performance Security, by way of an irrevocable Bank Guarantee, issued by a scheduled bank located in India in favor of CSCL for due and punctual performance of the obligations relating to the Project.
- 7.4 The EMD shall be forfeited in the following cases:
  - a) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
  - b) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by CSCL; and
  - c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
  - d) If the Successful Bidder fails within the Specified time limit to sign the Concession Agreement.

## 8 Submission of Proposal

- 8.1 The Proposal and all related correspondence and documents should be written in English only.
- 8.2 The currency for the purpose of the Proposal shall be the Indian Rupee only (INR).
- 8.3 Online E-Tender submission process for Bidder
  - i. Tender documents can be downloaded from website <http://etenders.chd.nic.in>.
  - ii. Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
  - iii. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
  - iv. Bidder must positively complete online e-tendering procedure at <http://etenders.chd.nic.in>.
  - v. CSCL shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
  - vi. For any type of clarification bidders can visit <http://etenders.chd.nic.in> or Contact No. +91 172 5043196 Mail id: smartcity.chd@nic.in Support timings: Monday to Saturday from 10:00 AM to 5:00 PM.
  - vii. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.

- 8.4 The Bidder would provide all the information as per this RFP. CSCL would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

**Part-I Submission**

- a) Covering letter in the format set out in Appendix B
- b) Details of the Bidder in the format set out in Appendix C
- c) Copy of the certificate of incorporation / registration issued by the authority concerned
- d) Power of Attorney set out in Appendix D (Applicable both for Single Business Entity and Consortium).
- e) Power of Attorney set out in Appendix D1 (only in case of Consortium).
- f) Memorandum of Understanding entered between Lead Member and Member as set out in Clause 3.5 (only in case of Consortium) set out in Appendix D2
- g) Anti-Collusion Certificate as per Appendix E
- h) Affidavit for Non Debarment set out in Appendix E1
- i) Proof of Qualification in the format set out in Appendix F
- j) Proof of Purchase of the RFP Document of Rs. 25000/- (Rupees Twenty-Five Thousand only) + 18% GST.
- k) Technical Presentation as per format set out in Appendix G
- l) Deed of Guarantee by Parent / Subsidiary as per format set out in Appendix I.
- m) Earnest Money Deposit as per Clause no.7.
- n) Original RFP document and addendum, if any duly signed by authorized signatory.

**Part-II Submission**

- a) Financial Proposal in the format set out in Appendix H

## 9 Online Submission

The Tenders shall be called through e-tendering portal of Chandigarh Administration i.e. <http://etenders.chd.nic.in>. No Physical documents shall be accepted from the bidders.

**Folder - 1:**

**EMD and Document Fee – “Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”**

The Bid Security of the required value under Folder 1 as EMD and document fee.

**Folder -2:**

**Technical Bid – “Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”**

- a. Original RFP document/any addendum, any other correspondence, certificates and samples duly signed by authorized signatory.
- b. Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the Board of Directors.
- c. Documents / Various Annexure / Formats related to meeting the eligibility criteria as mentioned in Clause 8.4 of ITB.

**Folder -3:**

**“Financial Bid – “Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis”**

- a. Financial Proposal as per the Appendix H.
- b. All the Folders viz. '1' '2' and '3' addressed to the Chief Executive Officer, Chandigarh Smart City Limited shall be sent online.

## 10 Proposal Due Date

- 10.1 Proposals should be submitted before 15:30 hours IST of Proposal Due Date, in the manner and form as detailed in this RFP. Proposals submitted through facsimile transmission or telex will not be accepted.
- 10.2 CSCL may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum. Any Addendum thus issued will be posted on the website. The same will also be communicated to those who have downloaded the RFP document from the web site and have duly intimated this fact to CSCL giving their particulars including address for communication.
- 10.3 It is desirable that each Bidder submits its Proposal after visiting the Project Site for ascertaining the location, surroundings, or any other matter considered relevant.
- 10.4 Bidders would be granted permission by CSCL for visit of the Project Site on receipt to formal written request, reasonably in advance of the proposed date of visit as mentioned in the Schedule of Bidding Process.
- 10.5 It would be deemed that by submitting the Proposal, the Bidder has:
  - a. Made a complete and careful examination of this RFP document
  - b. Received all relevant information requested from CSCL
  - c. Made a complete and careful examination of the various aspects of the Project including but not limited to:
    - i. the Project Sites
    - ii. the conditions of the access roads and utilities in the vicinity of the Project Sites
    - iii. conditions affecting transportation, access, disposal, handling and storage of materials
    - iv. Statutory clearances for the Project, and
    - v. All other matters that might affect the Bidder's performance under the terms of this RFP document.

- 10.6 CSCL shall not be liable for any mistakes or errors on the part of the Bidder in respect to the above.
- 10.7 At any time prior to the Proposal Due Date, CSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda. Any Addendum thus issued will be posted on the website.

## 11 Opening of Proposals and Clarifications

- 11.1 CSCL would open the Part I of the Proposal on any working day within a week of the Proposal Due Date for the purpose of evaluation.
- 11.2 CSCL reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.
- 11.3 To facilitate evaluation of Proposals, CSCL, at its sole discretion, may seek clarifications in writing from any Bidder regarding its Proposal. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.
- 11.4 Information relating to the examination, clarification, evaluation and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process. CSCL will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. CSCL will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent Court or Tribunal or any Government Authority that has the power under law to require its disclosure.
- 11.5 To clarify and discuss issues with respect to the Project and the RFP, CSCL may hold Pre-Bid meeting.
- 11.6 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to CSCL prior to the meeting. CSCL may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.
- 11.7 Bidders may note that CSCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 11.8 CSCL will endeavor to hold the Pre-Proposal meeting as per the schedule of bidding process. The details of the meeting will be separately communicated to the Bidders.
- 11.9 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.
- 11.10 All correspondence /queries should be submitted to the following in writing by fax/registered post/courier/e-mail:  
Name and Designation of Officer:  
Chief Executive Officer,  
Chandigarh Smart City Limited  
Address of CSCL/ MCC office:  
Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17  
A, Chandigarh – 160017,

smartcity.chd@nic.in

## 12 Evaluation

### 12.1 Proposal Evaluation: Part-I Submission

12.1.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP.

The Proposal would be considered as responsive if it meets the following conditions:

- a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.
- b. It is received as stipulated in Clause 8 and Clause 9.
- c. It contains all the information and documents as requested in the RFP.
- d. It contains information in formats specified in this RFP.
- e. It mentions the Proposal Validity Period as set out in Clause 5.
- f. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by CSCL without communication with the Bidder). CSCL reserves the right to determine whether the information has been provided in reasonable detail.
- g. There are no inconsistencies between the Proposal and the supporting documents.
- h. It is received unconditional in all respect.

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

- a. which affects in any substantial way, the scope, quality, or performance of the Project, or
- b. which limits in any substantial way, inconsistent with the RFP, CSCL's rights or the Bidder's obligations under the Concession Agreement, or
- c. which would affect unfairly the competitive position of other Bidders representing substantially responsive Proposals.

12.1.2 In case the Proposal is found to be responsive, Part I Submission would be evaluated in accordance with the criteria for qualification of Bidders set out in Appendix F based on the Proof of Experience submitted by the Bidders. The Bidders meeting the criteria as per Appendix F would be considered as Qualified Bidders.

The Technical Presentation of the Qualified Bidders as per Appendix F would be evaluated only for adequacy of design and operations so as to comply with the conditions set out in Concession Agreement. The Bidder may be asked to make presentation as per indicative guidelines mentioned in Appendix G. However, no weightage will be given for the Technical Presentation.

12.1.3 As part of the evaluation of the Part I Submission, CSCL may also request the Bidder to submit clarifications.

- 12.1.4 The evaluation of the Part II Submission would be taken up only after Part I Submission is found to meet the requirements of this RFP. CSCL reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, Part I Submission is not meeting with the requirements of this RFP.
- 12.2 Proposal Evaluation: Part II Submission
- 12.2.1 Part II Submission of all the Bidders whose Part I Submission meets the requirements of the RFP will be evaluated. The format for quoting the Financial Proposal is set out in Appendix H. The Bidders would be required to submit the Proposed Tipping Fee Rate as per the Financial Proposal.
- 12.3 Selection Methodology
- 12.3.1 The Financial Proposals would be ranked in ascending order of the Proposed Tipping Fee, with the Bidder quoting the lowest Proposed Tipping Fee being ranked first and the Bidder quoting the second lowest Proposed Tipping Fee ranked as second and so on.
- 12.3.2 The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder.
- 12.3.3 In case when two or more bidders submit same lowest amount in the financial bid, those bidders are required to submit fresh financials quote in sealed envelope. The lowest quoted bidder shall be awarded the work. The new lowest financial quote must be less than the previous financial quote submitted by the bidder in its e-bid.
- 12.3.4 The Tipping Fee that will be quoted by the Bidder could be positive (+) or negative (-). Positive tipping fee is the amount that will be paid by CSCL to the Bidder whereas negative tipping fee is the amount the Bidder will pay to CSCL. The Bidder shall clearly mention in their Financial Proposal whether the Tipping Fee is Positive or Negative.
- 12.3.5 For the purpose of evaluation of Financial Proposals, the Financial Proposal with the highest Negative Tipping Fee Amount, as per the Financial Proposal, would be ranked L1 and other proposals subsequently would include lower Negative Tipping Fee Amount.
- For Example: if the Negative Tipping Fee quoted by various Bidders to the CSCL is (-) 50, (-) 60, (-) 70 and (-) 80 then:
- Bidder quoting (-) 80 would be L1  
Bidder quoting (-) 70 would be L2  
Bidder quoting (-) 60 would be L3  
Bidder quoting (-) 50 would be L4
- The Negative Tipping Fee shall be followed by lowest Positive Tipping Fee followed by higher Positive Tipping Fee requirement.
- For Example: if the Positive Tipping Fee quoted by various Bidders to the CSCL is 10, 20, 30 and 40 then:
- Bidder quoting 10 would be L5  
Bidder quoting 20 would be L6  
Bidder quoting 30 would be L7  
Bidder quoting 40 would be L8

Further, a Bidder can quote only one Tipping Fee. Each of these Tipping Fee could either be Positive Tipping Fee or Negative Tipping Fee but not both. If a Bidder quotes both Positive and Negative, or quotes more than one value in the Financial Proposal, the Bid will be declared void and thus rejected.

12.3.6 Bidders should also note that any payment to the Concessionaire shall be as per terms and conditions laid down in the draft Concession Agreement, and Financial Proposal.

12.4 CSCL reserves the right to reject any Proposal, if:

- a. At any time, a material misrepresentation is made or discovered; or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
- c. Rejection of a proposal by CSCL as aforesaid would lead to the disqualifications of the Bidder. If the Bidder is a consortium, then the entire consortium would be disqualified.

If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then CSCL reserves the right to:

- a. Either select the next best Bidder, or
- b. Take any such measures as maybe deemed fit in the sole discretion of CSCL, including annulment of the bidding process.

12.5 In the event of acceptance of the Preferred Bidder with or without negotiations, CSCL shall declare the Preferred Bidder as the Successful Bidder. CSCL will notify the Successful Bidder through a Letter of Award (hereinafter referred to as "LoA") that its Proposal has been accepted.

12.6 The Successful Bidder shall execute the Concession Agreement within 15 days of the receipt of LoA or within such further time as CSCL may agree to in its sole discretion.

12.7 Failure of the Successful Bidder to comply with the requirements of Clause 7.4 or Clause 12.6 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, CSCL reserves the right to

- a. Either invite the next best Bidder for negotiations, or
- b. Take any such measures as may be deemed fit in the sole discretion of CSCL, including annulment of the bidding process.

12.8 To assist in the examination, evaluation, and comparison of Proposals, CSCL may utilize the services of consultant(s) or advisor(s).

12.9 Notwithstanding anything contained in this RFP, CSCL reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

12.10 If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Proposal, the Bid/ Proposal will be cancelled by CSCL. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

## Appendix A: Scope of Work

The Scope of Work for the Bidder is as set out below. Detailed specifications are set out in the Concession Agreement and Schedules thereof attached with this RFP document.

1. The various works to be carried out under the Project inter alia comprise the following:
  - a. Design, Construction and Operation of Legacy Waste site including all the required facilities for safe disposal of municipal solid waste in Chandigarh at Village Daddu Majra. This will include, but not limited to the following:
    - The Successful Bidder/Concessionaire has to set up processing facility to dispose legacy waste from the Daddu Majra Dumping Ground (DMDG) through scientific processing within the Concession Period.
    - For continuous and reliable operations of the entire system, the Successful Bidder/Concessionaire shall install two sets of screening system.
    - The Successful Bidder/Concessionaire shall install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc. The Successful Bidder/Concessionaire shall also take all necessary measures to prevent air pollution, dust emission and noise emission at/from the site.
    - For ease of operations and monitoring, the entire area of existing dump shall be divided into 20m x 20m grids. Mining of existing dump will be done grid-wise in consultation with the Concessionaire and as approved by the Project Engineer/ CSCL.
    - The Successful Bidder/Concessionaire shall set up & operate a treatment plant for effluents etc. if required.
    - The Successful Bidder/Concessionaire shall install a shed of requisite size covering entire processing area.
    - Initial land required for setting up processing plant and machineries shall be made available to the Concessionaire out of the existing dump itself.
    - The Concessionaire shall set up computerized weigh bridges of required capacity with facility of RFID tag for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by CSCL.
  - (b) Procurement and deployment of the necessary and required numbers of vehicles/ equipment as required to perform efficient mining and processing of legacy waste as defined in the Concession Agreement.
2. The Successful Bidder would design, procure, finance, construct, operate and maintain the Project during the Concession Period on a Build–Operate–Transfer (BOT) Concession basis. The Project including the land and all immovable components would be transferred back to CSCL at the end of the Concession Period. The successful Bidder will remove all movable components/assets without damaging the project site.
3. The Successful Bidder shall at its cost/ expenses and risk make such financing arrangements, in a timely manner as would be necessary to implement the Project, and to meet all of its obligations under the Concession Agreement.
4. The Successful Bidder shall adhere to the Construction Requirements and achieve Commercial Operations Date (COD) on or before the Scheduled Construction Completion Date, as specified in the Concession Agreement.
5. The Successful Bidder may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Successful Bidder shall remain solely responsible to meet the Construction Requirements, as specified in the Concession Agreement.



6. The Successful Bidder by itself or through sub-contractors, not more than 3, shall operate and maintain the Project in accordance with the provisions as set out in the Concession Agreement.
7. The Successful Bidder shall, at all times, ensure that all aspects of the Project 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 SWM Rules, 2016, policies and guidelines related thereto.
8. Project Timelines:

The project is expected to complete in 540 days. Below are the proposed milestones of the project:

<b>S. No.</b>	<b>Particulars</b>	
1	Total estimated quantity of waste to be disposed off	5,00,000 MT
2	Handing over of Site	10 days
3	No. work due to Rains + Implementation/Equipment's Mobilization Time	170 Days
4	No. of working days in which entire material will have to be disposed.	360 Days
5	The period of completion of project	540 Days

## Appendix B: Format for Covering Letter for Proposal Submission

(On the Letter head of the Bidder or Lead Member in case of a Consortium)

Date :

To

Chief Executive Officer,

Chandigarh Smart City Limited,

Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A, Chandigarh – 160017

Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis

Dear Sir,

- 1) I/We are submitting this Proposal on our own.
- 2) I/ We acknowledge that the CSCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of our selection as Concessionaire for the [development, construction, operation and maintenance] of the aforesaid Project.
- 4) I/ We shall make available to the CSCL any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the CSCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6) I/ We certify that in the last three years, we or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7) I/ We declare that:
  - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by CSCL; and
  - b) I/ We do not have any conflict of interest in accordance with the provisions of the RFP document; and
  - c) I/ We hereby certify that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

- 9) I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates 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.
- 10) I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 11) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 12) I/ We have studied all the Bidding Documents carefully and also surveyed the [Project Site]. We understand that except to the extent as expressly setforth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
- 13) I/ We offer a Bid Security of Rs. 50,00,000 (Rupees Fifty Lakhs only) to the CSCL in accordance with the RFP Document.
- 14) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- 15) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 16) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and demand assessment and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 17) We agree that if we fail to fulfill any of the conditions mentioned above, CSCL has the right to forfeit the Bid Security being furnished by us along with this Bid.
- 18) We understand that the CSCL is not bound to accept any or all Bids it may receive.
- 19) We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Concessionaire.
- 20) We declare that in the event that the Authority discovers anything contrary to our above declarations, they are empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.
- 21) We confirm that our Proposal is valid for a period of 75 days from Proposal Due Date.
- 22) We also hereby agree and undertake as under:  
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we here by represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (Name of Bidder)

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

## Appendix C- Details of Bidder

(On the Letter Head of the Bidder or Lead Member in case of a Consortium)

1. General Information
  - a. Name of Bidder
  - b. Address of the office(s)
  - c. Date of incorporation and/or commencement of business
2. Brief description of the Bidder's mainlines of business.
3. Details of individual(s) who will serve as the point of contact/communication for CSCL with the Bidder:
  - a. Name :
  - b. Designation :
  - c. Company/Firm :
  - d. Address:
  - e. Telephone number :
  - f. E-mail address :
  - g. Fax number :
  - h. Mobile number :
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
  - a. Name :
  - b. Designation :
  - c. Company/Firm :
  - d. Address:
  - e. Telephone number :
  - f. E-mail address :
  - g. Fax number :
  - h. Mobile number :

## Appendix D- Format for Power of Attorney for signing of Proposal

(On Stamp paper of relevant value)

### POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do here by constitute, appoint and authorize Mr/Ms.....(name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh (hereinafter referred to as "the Project") on Build, Operate and Transfer (hereinafter referred to as "BOT") Concession basis, on behalf of the CSCL including signing and submission of all documents and providing information/responses to CSCL in all matters in connection with our Proposal for the Project.

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

Dated this the Day of 20XX For

(Name and designation of the person(s) signing on behalf of the Bidder/Lead Member in case of Consortium)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:.....

Note:

1. To be executed by the Lead Member in case of a Consortium.
2. In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorized officer of the Embassy of India and duly stamped by the Department of Stamps & Registration, Chandigarh Administration.
3. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
4. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.
5. In case an authorized Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be closed in lieu of the Power of Attorney.

## Appendix D1 - Format for Power of Attorney for designating Lead Member of Consortium

(On a Stamp Paper of relevant value)

### **POWER OF ATTORNEY**

Whereas, Chandigarh Smart City Limited (hereinafter referred to as "CSCL") has invited proposals from Bidders for taking up on Build, Operate and Transfer (hereinafter referred to as "BOT") Concession basis, Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis (hereinafter referred to as ("the Project").

Whereas, the Consortium being one of the Bidders is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of this Document, and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. \_\_\_\_\_, and M/s \_\_\_\_\_ (the names and address of the registered offices), do here by designate M/s \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with CSCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and there after till the Concession Agreement is entered into with CSCL.

We here by agree to ratify all acts, deeds and things law fully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the.....Day of.....2019

.....

(Executants)

(TO BE EXECUTED BY EACH MEMBER OF THE CONSORTIUM)

Note:

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

## Appendix D2 - Format for Memorandum of Understanding (MoU)

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

This Memorandum of Understanding (MoU) entered into this day of 2019 at \_\_\_\_\_ Among \_\_\_\_\_ (hereinafter referred as " ") and having office at \_\_\_\_\_ Party of the First Part And \_\_\_\_\_ (hereinafter referred as " ") and having office at \_\_\_\_\_ Party of the Second Part And \_\_\_\_\_(hereinafter referred as " ")

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

WHEREAS Chandigarh Smart City Limited has issued a Request for Proposal dated \_\_\_\_\_ for undertaking the Project i.e. Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis for a specified Concession period.

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

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

1. The Project shall be undertaken by a Joint Venture Company which will be incorporated by the Parties in line with the shareholding commitments expressly stated under the RFP and the Concession Agreement. The said JV shall not undertake any other business during the Concession Period.
2. The aggregate equity shareholding of the Lead Partner of the Consortium who is M/s \_\_\_\_\_, in the issued and paid up capital of the JV shall be minimum 51% (fifty-one percent) of such company issued and paid up equity capital at all times during the Concession period.
3. The minimum aggregate equity shareholding of the Consortium Member other than the Lead Member who is/are M/s..... in the issued and paid up equity capital of the JV shall be minimum 26%, at all times during the Concession Period.
4. That any dilution in the equity holding by the Parties in the JV shall be as per the provisions of the Concession Agreement.
5. That the shareholding commitments shall be recorded in the Concession agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession agreement and the RFP.
6. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:  
Party A .....  
Party B .....
8. That the minimum equity holding of each Party (in percentage term) in the JVC shall be as follows:

Name of the Party	% of equity capital
-------------------	---------------------

Party A \_\_\_\_\_

Party B \_\_\_\_\_

9. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement.



10. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
11. That this MoU shall be governed in accordance with the laws of India and courts at Chandigarh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

.....

(Party of the first part)

.....

(Party of the second part)

Witnesses:

- 1.
- 2.

### Appendix E- Format for Anti-Collusion Certificate

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

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this.....Day of.....,2019

.....

(Name of the Bidder3)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

1. On the Letterhead of the Bidder
2. To be executed by both members in case of Consortium

## Appendix E1- Format for Affidavit for Non-Debarment etc.

(In case of Consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 50 duly attested by notary public)

We M/s \_\_\_\_\_ a Company established as proprietorship/partnership/private limited do hereby solemnly affirm and declare that the contents given below from S. No. a) to g) are correct and nothing has been concealed:

- a) That I/We do hereby undertake that I/We have not been black listed / Debarred / suspended by any Govt. or Semi Govt. or Corporation or Private Organization during the last seven years.
- b) That I/We do hereby undertake and confirm that eligible works has / have not been executed though another contractor on back to back basis.
- c) That I/We do hereby undertake that no complaint / FIR has been registered / no criminal proceedings against the firm / partners of the firm or its director are pending / ongoing in any court of law regarding any offence punishable under IPC / any other law of the land applicable. If any such fact comes to the notice of the CSCL, the CSCL shall reject the tender / bid straightway without assigning any reason.
- d) That I/We do hereby undertake that he / she / Director / Partner of the firm / company / agency have never been convicted of any criminal offence.
- e) That I/ We do hereby undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy/ false statement found, it will lead to rejection of my bid / tender and CSCL will debar / blacklist the firm / agency as per policy of blacklisting issued by Chandigarh Administration vide notification dated 27-02-2009.
- f) That I/We do hereby undertake that there are no pending dues to be deposited by the agency with any Government Department / Govt. Undertaking or Board or Organization / Public Sector Undertaking anywhere in the country.
- g) That I/We do hereby undertake that in case any such violation comes to the notice of Department before the date of start of work or during the execution of work, CSCL shall be free to forfeit the entire amount of earnest money and / or performance guarantee deposited by me.

Signed by an authorized Officer of the Co./firm

Name of Officer

Name of Co./Firm

Date

## Appendix F- Proof of Qualification

### 1. Minimum Qualification Criteria

The Bidder must satisfy the following Qualification Criteria for experience in order to qualify for the Project.

#### Technical Capability:

Bidder shall have experience of scientific processing of legacy waste / MSW by using composting or RDF (Refused Derived Fuel) technology / waste to energy i) with minimum 200 TPD (Tonnes Per Day) capacity of one single plant or ii) two plants with minimum 150 TPD capacity each or iii) three plants of 100 TPD capacity each completed in any of the year during the last seven years in any Government / Semi-Government Organizations / Public Sector Undertakings or Private Organizations. Bidder shall have scientifically processed at least 1,25,000 MT of legacy waste / MSW by using composting or RDF (Refused Derived Fuel) technology / waste to energy during last seven years. Technical experience in and outside India shall be considered for the project.

#### Financial Capability:

- a. Earned average annual turnover of at least Rs 12 Crores (Rupees Twenty Crores Only) during the last three financial years (2015 – 16, 2016 -17 and 2017 -18).
- b. The bidder should have positive Net Worth at the end of last financial year i.e. 2017- 2018. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

### 2. Details of Experience

The Bidder should furnish the details of eligible experience as set out below:

S. No.	Qualification Criteria for Experience	Project Name with capacity per day (TPD)	Location	Year of Commissioning	Operational Since	Year wise Material Handling during the last seven years calculated as mentioned above
1.	Scientific processing of legacy waste / MSW by using composting or RDF(Refused Derived Fuel) technology					

### 3. Supporting Document

The following documents would need to be submitted to support the Bidder's claim of experience stated in the table above.

S. No.	Qualification Criteria for Experience	Supporting Documents
1.	A. Scientific processing of legacy waste / MSW by using composting or RDF (Refused Derived Fuel) technology	i. Copy of Agreement with Municipal

		<p>Body or any other client for the relevant years which clearly mentions the quantum of waste being supplied to the land fill site, OR</p> <p>ii. Certificate from the Municipal Body or any other client, OR</p> <p>iii. Certificate from Independent Auditor<sup>1</sup></p>
2.	<p>Average annual turnover during the last three financial years.</p> <p>Net worth at the end of last financial year.</p>	<p>Audited Annual Financial Statements for last three Financial Years and Certificate from Independent Auditor<sup>2</sup>.</p>

Note:

1. The Bidder should provide the details mentioned above based on its own experience or its subsidiary (ies) or its parent company. In case, the Bidder is selected on the basis of credentials provided by its Parent / Holding/Subsidiary Company, then the Bidder is required to arrange a guarantee from its Parent/Subsidiary Company (as per Format enclosed at Appendix I), guaranteeing due and satisfactory performance of the work covered under the said RFP document.
2. In case the Bidder is selected (in case of Consortium), all JV members are required to furnish a Deed of Guarantee towards JVC as per the format approved by the CSCL.
3. The Bidder would have to provide the Audited Annual Financial Statements for the three financial years preceding the current financial year which would be used for the purpose of evaluation of the Proposal. In case the Bidder fails to provide such Audited Annual Financial Statements and certificate from statutory audit or specified here in above, the Application will be rejected as non-responsive.
4. Special Conditions for Consortium
  - 4.1. In case the Bidder is a Consortium, either the Lead Member or the other Member or jointly shall meet the technical capability criterion as stipulated in Clause 1of this section. However, the Lead Member independently shall meet the financial capability criteria as stipulated in Clause 1 of this section.
  - 4.2. In case a joint venture company is established for the purpose of implementing the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% of such company and the Consortium Member other than Lead Member committing to hold a minimum equity stake equal to 26% of such company at all times during the Concession Period.

<sup>1</sup> The independent audit or issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad

<sup>2</sup> The independent audit or issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad

## Appendix G - Guidelines and Format for Technical Presentation

The Bidder shall submit a Technical Presentation setting out the approach to the Project. The Technical Presentation shall comply with the Construction Requirements and O&M Requirements as set out in Schedules of the Concession Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the SWM Rules amended from time to time.

The Technical Presentation shall set out the following components:

- a. Methodology Statement
- b. Process Flow Chart
- c. Resource Utilization Statement
- d. Area Allocation Statement
- e. Operations & Maintenance Scheme.
- f. SCADA operation with details of reports generated
- g. Time Schedule
- h. Environment, Health & Safety Policy and Practice

### **a. Methodology Statement**

Bidders will submit the following documents along with the technical bid:

1. Detailed plan and methodology including working during the Monsoon months.
2. Production process flow chart.
3. Type and number of heavy earth moving machinery to be deployed at the site considering the minimum capacity of 926 MT/d. This shall be in line, but not less than those specified in the Table 1 in Schedule 2 of Draft Concession Agreement.
4. Typical drawing of the structure to be erected as the treatment plant.

### **b. Process Flow Chart**

The Bidder shall provide a process statement setting out the activities and the outputs at each stage. The components, which shall be addressed, include, among others, residual inert matter out of the processed legacy waste and at times of plant closure. The Bidder should indicate supporting calculations and assumptions, if any.

### **c. Resource Utilization Statement**

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

### **d. Area Allocation Statement**

The Bidder shall set out the area utilization plan for the Project Facilities including auxiliary facilities and common areas etc.

### **e. Operations and Maintenance Scheme**

The Bidder shall separately set out the operations and maintenance scheme for Legacy Waste Mining and Processing indicating the operational practices during the Operations and Maintenance Period as defined in Schedule 2. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

### **f. Time Schedule**

The Bidder shall indicate an activity schedule over the Concession Period including the Construction Activities, O&M Activities.

### **g. Environment, Health & Safety Policy and Practice**

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

## Appendix H- Format for Financial Proposal

### Proposed Tipping Fee Rate Per Tonne

The Tipping Fee Rate (inclusive of all excluding GST) is Positive/Negative:

Sl. No.	Item Description	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	5	13	53	55
1	Tipping Fee (inclusive of all excluding GST)				
1.01	Positive (Positive tipping fee is the amount that will be paid by CSCL to the Bidder)	Tonne		0.00	INR Zero Only
1.02	Negative (Negative tipping fee is the amount the bidder will pay to CSCL)	Tonne		0.00	INR Zero Only
<b>Total in Figures</b>				<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>			

Note:

1. Positive tipping fee is the amount that will be paid by CSCL to the Bidder whereas negative tipping fee is the amount the Bidder will pay to CSCL.
2. Proposed Tipping Fee Rate would be applicable on the quantity of legacy waste mined at the Daddu Majra dumpsite and which is subsequently taken for processing into Fines and Rejects fractions. The payment of Tipping Fee would be calculated as per the provisions of the Concession Agreement.
3. In case of difference in amount quoted in figures and words, the amount in words would be considered for evaluation.

## Appendix I - Format of Parent / Subsidiary Company Deed of Guarantee

(delete whichever not applicable)

(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

### DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ by M/s \_\_\_\_\_ (mention complete name) a company duly organized and existing under the laws of \_\_\_\_\_ (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

#### WHEREAS

- A. Chandigarh Smart City Limited (hereinafter called "CSCL" or "Concessioneing Authority"), which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), had, invited Bids / proposals for the "Project" – Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis by issuing Request For Proposal ("RFP") document (including its addendums) to the prospective "Bidders" to implement the said Project for and on behalf of the CSCL.
- B. M/s \_\_\_\_\_ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ (give complete address) hereinafter called "the Company", which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, , which has in response to the above mentioned RFP document (including its addendums) submitted its Bid / Proposal \_\_\_\_\_ to CSCL to fulfill the condition that the Company shall arrange a guarantee from its Parent / Subsidiary company, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums).
- C. The Guarantor represents that they have gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for the successful execution of the same.
- D. The Guarantor is executing this Deed of Guarantee in favour of \_\_\_\_\_, wherein the Guarantor and the Company shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Company for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- E. Accordingly, at the request of the Company and in consideration of and as a requirement for CSCL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:



1. The Guarantor (Parent / Subsidiary Company) (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by CSCL, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to CSCL and duly perform the obligations and responsibilities of the Company to the satisfaction of CSCL. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, CSCL shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to CSCL for any non-performance or unsatisfactory performance by the Guarantor or the Company of any of their obligations.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the Company till the completion of the Concession Period (including any extension).
3. The Guarantor shall be jointly with the Company, as also severally responsible for the satisfactory execution and performance of Project during the currency of the "Concession Agreement" to be entered between the Company and CSCL.
4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Chandigarh, India.
6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
8. The Guarantor represents and confirms that in pursuance to Para / Point 7, the Guarantor has submitted and provided to CSCL (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent / Subsidiary Company) (Delete whichever not applicable)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Common seal of the Company

Witness:

1.

2.

### Part-III: Draft Concession Agreement

This Concession Agreement mutually agreed and entered into on this \_\_\_\_\_ day of -----, Two Thousand Nineteen at \_\_\_\_\_, ,

BETWEEN

Chandigarh Smart City Limited, a company incorporated under provisions of the Companies Act, 2013, having its registered office at \_\_\_\_\_ (hereinafter referred to as "CSCL" which expression shall, unless repugnant to the context include its successor and assigns) of the FIRST PART

AND

M/s \*\*\*\*\*, a company incorporated under provisions of the Companies Act, 1956/ 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.

WHEREAS,

- A. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Solid Wastes Management Rules 2016 (SWM Rules) and Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB, which make it mandatory for every municipal authority to implement a scientific solid waste management system.
- B. The Municipal Corporation is responsible for providing municipal and civic services, which includes the collection, transportation, treatment and disposal of Municipal Solid Waste generated in the area under its jurisdiction. Municipal Corporation currently has a RDF plant which treats part of the in-coming waste; and one cell for sanitary landfilling, wherein the balance of the waste along with the residuals are disposed of at Village Daddu Majra.
- C. CSCL/MCC desires to recover the land at Daddu Majra Dumping Ground (DMDG) in Chandigarh by adopting suitable technology in respect of the existing legacy garbage dump through private participation on Build and Operate and Transfer (BOT) basis.
- D. The Request for Proposal document of which this Agreement forms part has been approved by the Chandigarh Smart City Limited prior to commencement of bid process.
- E. CSCL had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Concessionaire for implementing the Project.
- F. CSCL, after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Concessionaire and issued Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to the Concessionaire for developing the Project.
- G. CSCL hereto is required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

## 1 Definitions and Interpretations

### 1.1 Definitions

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

**"CSCL"** shall mean Chandigarh Smart City Limited

**"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 8.2.

**"Agreement"** shall mean this Agreement, and include any amendments here to made in accordance with the provisions hereof.

**"Applicable Law"** shall mean all laws in force and effect, including SWM Rules, as on 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 subsistence of this Agreement and applicable to the Project/the Concessionaire.

**"Applicable Permits"** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement.

**"Appointed Date"** shall mean the date of signing of this Agreement.

**"Arbitration Act"** shall mean the Arbitration and Conciliation Act, 1996 including Arbitration and Conciliation (Amendment) Act, 2015 and shall include any amendment to or any re-enactment thereof as in force from time to time.

**"Book Value"** shall mean the cost of the immovable 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/ 2013 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties.

**"Change in Law"** shall have the meaning ascribed there to in Article 8 of the Concession Agreement.

**"COD"** shall mean the commercial operations date of the Project which shall be the date on which the Chandigarh Smart City Limited has issued the Provisional Readiness Certificate or the Readiness Certificate in accordance with the provisions of Article 5.5.

**"Concession"** shall have the meaning ascribed there to in Article 2.1.

**"Concession Period"** shall have the meaning ascribed there to in Article 2.2.

**"Concessionaire"** shall mean and includes its successors and permitted assigns expressly approved by CSCL.

**"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 director indirect ownership of equity one percent (51%) 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 Construction Requirements mining of legacy waste.

**"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.

**"CPCC"** shall mean Chandigarh Pollution Control Committee.

**"Drawings"** shall mean all of the drawings, designs, calculations and documents pertaining to the Project in accordance with the Construction Requirements and O & M Requirements.

**"Dump site"** means the land utilised by Chandigarh Municipal Corporation for disposal of solid waste.

**"Effective Date"** shall mean the date on which the Site is handed over to the Concessionaire in accordance with Article 3.

**"Emergency"** shall mean a condition 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.

**"Expiry Date"** shall mean the date on which Operation and Maintenance Period ends.

**"Encumbrance"** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges and encroachments on the Project Facilities.

**"Financing Documents"** shall mean collectively the documents evidencing Lenders' commitment to finance the Project.

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

**"Fines"** shall mean all the material <4mm which is obtained after processing of the Legacy waste at the site.

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

**"GoI"** shall mean the Government of India.

**"GoC"** shall mean the Chandigarh Administration, U.T. Chandigarh

**“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 GoI, UT Administration, Chandigarh, CSCL or any state 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 Sites/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.

**“Ground Level”** shall mean the level of the ground excavated upto natural soil which is to be ascertained by the Project Engineer.

**“Hand back Requirements”** shall have the meaning ascribed there to in Article 10.

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

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

**“Legacy Waste”** shall mean solid waste which was dumped over a period of time as untreated solid waste from households, institutes, industries etc. from UT Chandigarh and now exists in the Daddu Majra dumping ground as shown in Schedule 1 of the Concession Agreement in the approximately ~8.1 ha area.

**“Lenders”** shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided funds to the Concessionaire for financing any part of the Project.

**“Land License Agreement”** means the agreement pursuant to which Site shall be Licensed out to the Concessionaire for Mining of Legacy Waste facility, the draft of which is provided as Schedule 9 to this Agreement.

**“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.

**“Municipal Solid Waste”** or **“MSW”** shall have the meaning ascribed to it in the Solid Waste Management Rules, 2016 (hereinafter referred to as “SWM Rules”).

**“Mining”** means excavation of the existing legacy waste and transporting it to the processing plant.

**“Mixed Municipal Solid Waste”** or **“MMSW”** shall mean the MSW which is unsegregated or partly segregated.

**“Negative Tipping Fee”** shall mean the Tipping Fee payable by the Concessionaire to CSCL.

Operation and Maintenance Period” shall mean the period commencing from COD and expiring on earlier of

- a. 540 days or
- b. Upon completion of activities as per scope of work and Technical Specifications as defined in the Concession Agreement and Schedules of the Concession Agreement.

Provided that prior to the achievement of either of the above, the “mining of Legacy Waste” may be further extended after discussion between parties on same terms and conditions.

**“O & M Requirements”** shall mean the requirements as to operation and maintenance of the Project Facilities set forth in Schedule 2.

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

**“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.

**“Positive Tipping Fee”** shall mean the Tipping Fee payable by the CSCL to the Concessionaire.

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

**“Processing”** shall mean the scientific processing of legacy waste by way of deploying suitable and adequate number of heavy earth moving machinery, equipment, vehicles, and screening and separation system.

**“Project”** shall mean design, financing, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement and Schedules.

**“Project Engineer”** shall mean a reputed Person being a firm, company or a body corporate appointed in accordance with Article 4 for supervision and monitoring of compliance by the Concessionaire with the Construction Requirements and O & M Requirements, more particularly to undertake, perform, and carry out the duties, responsibilities, services and activities set forth in Schedule 4.

**“Project Facilities”** shall mean the Sites, Legacy Waste Processing Facility and all other related facilities located there on, and any other off site facilities created for the Project.

**“Proposed Site”** shall mean land admeasuring ~8.1 ha located at Daddu Majra

(More fully described in Schedule 1) identified and handed over to the Concessionaire, for the purpose of designing, financing, constructing, operating and maintaining the facilities for Legacy Waste Dumping Site in accordance with provisions of this agreement and schedules thereof.

**“Punch List”** shall have the meaning ascribed there to in Article 5.4 (f).

**“Readiness Certificate”** shall mean the certificate issued by Project Engineer

certifying, inter alia, that:

- i. The Concessionaire has constructed all the facilities within the Legacy Waste Facility so as to enable the Mining and Processing of Legacy Waste.
- ii. The Concessionaire has obtained all approvals necessary for successful operation and maintenance of project facility.

**“Rejects”** shall mean all the oversize (>4mm) material obtained during processing of the legacy waste.

**“Remuneration”** shall mean all fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of his appointment.

**“Residual Inert Matter”** shall mean the material left as residue after processing of Legacy Solid Waste.

**“Rupees”** or **“Rs.”** Refers to the lawful currency of the Republic of India.

**“Scheduled Construction Completion Date”** shall mean Sixty (60) days from the effective Date i.e. Construction and erection of the plant at Daddu Majra Dumping Ground as per the Concession Agreement and schedules thereof.

**“Substitution Agreement”** means the agreement substantially in the form set out at Schedule 8, to be entered into between the CSCL, Lenders and the Concessionaire.

**“Tax”** shall mean and includes all taxes, fees, cesses, levies that may be payable by the Concessionaire under Applicable Law.

**“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.

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

**“Tests”** shall mean the tests to be carried out in accordance with the Construction or O &M Requirements if any.

**“Tipping Fee”** shall mean the amounts payable by the CSCL to Concessionaire and vice-versa in accordance with Article 7 of this Agreement.

**“Tipping Fee Statement”** shall have the meaning as ascribed there to in Article 7.1(b).

**“Tipping Fee Rate”** shall mean the amounts payable per ton of Mined Legacy Waste as set out in Schedule 5 to this Agreement.

**“Waste Non-Mining Penalty”** shall have the meaning as ascribed there to in Article 5.11(b)

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into here under;
- b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or by laws which have the force of law;
- c. The words importing in singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. The words "include" and "including" are to be construed without limitation;
- f. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference
- i. References to recitals, articles, sub- articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or by Project Engineer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or Project Engineer in this behalf and not otherwise;
- k. The damages payable by either Party to the other as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty
- l. 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 and dates.



## 2 Concession

### 2.1 Grant of Concession

Subject to and in accordance with the terms and conditions set forth in this Agreement, CSCL hereby grants and authorizes the Concessionaire 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 as set forth in this Agreement ("the Concession").

### 2.2 Concession Period

The Concession hereby granted is for the period commencing from the Appointed Date and ending on the Expiry ("the Concession Period") during which the Concessionaire is authorized to design, finance, construct, operate and maintain the Project Facilities in accordance with the provisions hereof.

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.

### 3 Project Sites

#### 3.1 Handover of Sites

- a. CSCL shall, within Ten (10) days from the Appointed Date i.e. "Effective Date", hand over to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Sites free from Encumbrance, for the purpose of implementing the Project having right of way on License basis at a nominal lease rental of Re. 1 per annum for the Term and the Concessionaire shall execute a separate License Agreement with CSCL together with the execution of this Agreement. The license rental can be paid in advance for such period of time as the Concessionaire may deem fit. Land required for the Project will be provided to the Concessionaire by CSCL on license, co-terminus with the Concession Agreement.
- b. Upon the Sites 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 Sites 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 Sites 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 Project Facilities shall be and continue to be the property of the CSCL.
- c. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Sites save and except as set forth and permitted under this Agreement.
- d. The Concessionaire shall not, without the prior written approval of the CSCL, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- e. The Concessionaire shall allow access to and use of the Sites for laying/installing/maintaining telegraph lines, electric lines or for such other public purposes as the CSCL may specify.

Provided that such access or use shall not result in a Material Adverse Effect and that CSCL 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 here under, 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 Peaceful Possession

The CSCL here by warrants that:

- a. The Sites together with the necessary right of way/way-leaves
  - i. Has been acquired through the due process of law

- ii. Belongs to, or has been licensed to the CSCL and is vested in the CSCL and that the CSCL have 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 Sites, 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 peaceful possession and enjoyment of the whole of the Sites during the Concession Period, and in the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Sites or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator or being initiated by any Person claiming to have any interest in/charge on the Sites or any part thereof, the CSCL shall, if called upon by the Concessionaire, defend such claims and proceedings 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.

#### 3.4 Applicable Permits

The Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. The Concessionaire shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

## 4 Project Engineer

### 4.1 Procedure for Appointment

- a. CSCL shall appoint a Project Engineer from a panel of three (3) candidates proposed by the Concessionaire for the Project. CSCL shall endeavor to complete the process of appointment of the Project Engineer within Thirty (30) days from the date of agreement with the Concessionaire hereof. The scope of work of the Project Engineer is set out in Schedule 4.
- b. The initial term of the Project Engineer shall be for 540 days, which may be reviewed/renewed/extended for a further period on mutually agreed terms and conditions.

### 4.2 Qualification of Project Engineer

The Project Engineer should have completed B.Tech in Civil Engineering with minimum 2 Years of experience.

### 4.3 Payments to Project Engineer

All fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of its appointment (collectively "the Remuneration") shall be borne by the Concessionaire. The remuneration shall be fixed amount of Rs. 35,000/- per month. The CSCL shall pay the Project Engineer, the Remuneration within 10 days of receiving an invoice from Project Engineer and same i.e. remuneration shall be fully reimbursed by deducting from running bill of the Concessionaire on pro-rata basis.

### 4.4 Replacement of the Project Engineer

- a. The Parties may replace the Project Engineer for the time being in any of the following circumstances by giving a 30 days prior notice in writing:
  - i. If CSCL or the Concessionaire has reason to believe that the Project
  - ii. Engineer has not discharged its duties in a fair, appropriate and diligent manner;
  - iii. If the Parties decide not to renew the term of the Project Engineer;
  - iv. if, in accordance with the terms of its appointment the Project Engineer resigns or notifies its intention not to continue as the Project Engineer;
  - v. Any other circumstance which in the opinion of the Parties warrants replacement of the Project Engineer.
- b. Subject to the attendant circumstances and unless the Parties otherwise agree, the procedure laid down in Article 4.3 shall, as far as possible, be adhered to for replacement of the Project Engineer, and the replacement shall be so effected as to maintain continuity in the supervision and monitoring of the Construction Requirements and O & M Requirements.

## 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 its obligations hereunder relating to the Project, deliver to CSCL, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to CSCL, in favor of 'Chandigarh Smart City Limited' in the form as set out in Schedule 6, ("Performance Security") for a sum of Rs. 2.00 Crore (Rupees Two Crore Only).
  - b. Performance Guarantee shall remain valid for a period 180 (One Hundred Eighty) Days beyond the stipulated date of completion of all contractual obligations.  
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 CSCL'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 such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.
- 5.3 Drawings
  - i. 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 here under.
  - ii. 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 CSCL.
  - iii. The Concessionaire shall in consultation with the Project Engineer finalize an implementation schedule for the Project in accordance with the Construction requirements.
  - iv. Within fifteen (15) days of issue of Readiness Certificate or Provisional Readiness Certificate, as the case may be, the Concessionaire shall furnish to CSCL 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. Unless otherwise permitted by CSCL, no Construction Works shall begin until the Project Engineer is in place and has assumed charge.
  - b. The Concessionaire shall adhere to the Construction Requirements and good industry practices and achieve COD on or before the Scheduled Construction Completion Date.
  - I. 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.
  - II. 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 Project Engineer / CSCL and to be responsible for all necessary exchange of information required pursuant to this Agreement;
  - ii. Construct, provide and maintain reasonably furnished site office accommodation for the Project Engineer, at the Proposed Site.
- III. 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 Project Engineer. 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.
- IV. 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 Project Engineer shall issue Readiness Certificate. Provided, notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests, the Project Engineer determines that the Project Facilities can be safely and reliably opened for operations, the Project Engineer may issue Provisional Readiness Certificate to the Concessionaire. The Provisional Readiness Certificate shall have appended there to a list of outstanding items signed jointly by the Project Engineer and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within such time as may be determined by the Project Engineer, not exceeding 15 (fifteen) days of the date of issue of the Provisional Readiness Certificate. Upon satisfactory completion of all Punch List items, the Project Engineer shall promptly and in any case within 7 days thereof, issue Readiness Certificate.
- V. If the Concessionaire fails to complete the Punch List items within the said period of 15 days, CSCL 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 CSCL in completing the Punch List items, as certified by the Project Engineer, shall be reimbursed by the Concessionaire to CSCL within 7 days from the date of receipt of acclaim in respect thereof from CSCL. Thereupon, Project Engineer may issue Readiness Certificate.
- VI. The Project Engineer, may, by written notice, require the Concessionaire to suspend forth with 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 / Good Industry Practices.
- VII. The Project shall be deemed to be complete and ready to mine and process only when the Provisional Readiness Certificate or the Readiness Certificate is issued by the Project Engineer in accordance with the provisions hereof.

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

#### 5.5 Project Implementation: Operation and Maintenance

- a. The Concessionaire shall operate and maintain the Project Facilities in accordance with the O & M Requirements and Good Industry Practices and shall follow the SWM Rules, 2016 wherever applicable. The Concessionaire shall ensure that the unprocessed legacy waste mined from the dump and the processed fines (<4mm) shall be disposed of as per the operational plan of Concessionaire. If violations are found, then applicable penalties as defined in Schedule 3 to this Agreement shall be levied on the Concessionaire.
- b. The Concessionaire may undertake operations and maintenance of the Project Facilities by itself or through Contractor(s) (not more than 3) or 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. 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 Project Engineer / CSCL ("Notice to Remedy"), CSCL 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 CSCL on account of such operation and maintenance or repair and maintenance within 7 days of receipt of CSCL claim there for.
- d. The Concessionaire shall be deemed to be in material breach of O & M Requirements if the Project Engineer acting reasonably and in accordance with the provisions of this Agreement, 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:
    - a. 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 Project Engineer / CSCL;
    - b. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Project Engineer / CSCL requiring the Concessionaire to remedy a breach; and
    - c. 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, CSCL shall, without prejudice to and notwithstanding any other consequences provided there for under this Agreement, be entitled to terminate this Agreement.

#### 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 CSCL whenever requested for.

#### 5.7 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided here in, 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 may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favor 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.

#### 5.8 Un-insurable Risks

If during the Concession Period, any risk which has been previously insured becomes uninsurable 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.

#### 5.9 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 SWM Rules, policies and guidelines related there to. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the CPCC or any other similarly empowered State / Central 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.

#### 5.10 Land Use

The Concessionaire shall ensure optimum utilization of the Proposed Site and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities.

#### 5.11 Weighment, Acceptance and Rejection of Legacy Waste

- a. The Concessionaire shall set up computerized weigh bridges of required capacity with facility of RFID tag for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by CSCL. This weighment system shall be installed at the entry gate of the proposed processing facility to be decided in consultation with Project Engineer/ CSCL and should meet the conditions as prescribed in the Schedule to this agreement.
- b. The Concessionaire hereby undertakes to pay Penalties to CSCL on account of delays in execution, violations, tempering, malfunction, etc. ("Waste Non-mining Penalty") as defined in the Schedule 3 to this Agreement.



- c. The Concessionaire and; CSCL shall, jointly agree upon methodology of mining of existing dump. The mining will be done grid-wise as per the action plan to be submitted by the Concessionaire within fifteen (15) days from the Effective Date, and as approved by the Project Engineer. This plan will be reviewed periodically and which may be subject to changes according to local circumstances.

#### 5.12 Mining and Processing

The Concessionaire has to set up processing facility to dispose of legacy waste from the DMDG through scientific processing within Concession Period (incl. mobilization & construction period) by way of deploying suitable and adequate number of heavy earth moving machinery, equipment, vehicles, and treatment technology. For continuous and reliable operations of the entire system, the Concessionaire shall install screening systems as per requirement. The Concessionaire shall carry out at his own cost contour survey and waste composition analysis for effective and efficient planning of operations.

It is the responsibility of the Concessionaire to ensure that the entire processing system, as the case may be, shall be established in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 and other applicable rules & norms as amended from time to time. By-products from such processing, viz. recyclables, enriched soil, compost, etc. will be the property of the concessionaire and the Concessionaire shall be required to dispose it off from the site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016. The Concessionaire shall install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc. The Concessionaire shall cover the entire plant to prevent blowing the waste. The Concessionaire shall also take all necessary measures to prevent water pollution, air pollution, dust emission and noise emission.

#### 5.13 Mining Stoppage

The Concessionaire shall, not less than 45 days prior to the expected expiry of 'Mining of Legacy Waste' Life intimate the Project Engineer and CSCL of the same, where upon the Parties along with the Project Engineer shall mutually agree upon a date on which mining and processing of Legacy Waste in the Project Facilities shall be stopped ("Waste Mining Stoppage Date").

#### 5.14 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 concession agreement and Schedules thereof;
- b. 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 Mining of Legacy Waste at all times during the Concession Period;
- d. ensure and procure 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 CSCL to step into such contract at CSCL discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement or the Substitution Agreement.

- e. ensure disposal of Legacy Mined Processed Waste, 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 labor laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and here by indemnifies CSCL against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall CSCL 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;
- l. Upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of CSCL 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.
- n. Arrangement of water and electricity required for the project will be the responsibility of the Concessionaire at his own cost. Concessionaire will also ensure power back up for the smooth operation of weighbridge, critical electrical system, security & surveillance system, etc.

#### 5.15 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 8.4;
- b. CSCL Event of Default;
- c. Compliance with the instructions of the Project Engineer / CSCL 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 here under;
- d. Closure of the Project Facilities or part thereof with the approval of the Project Engineer/CSCL.

#### 5.16 Maintenance of Records

The Concessionaire shall maintain records of quantity of waste mined and the fines and rejects disposed of from the Daddu Majra dumpsite after scientific processing duly countersigned by the Project Engineer and provide monthly, quarterly and annual reports of the same to the Project Engineer/ CSCL.

5.17 Minimum Share holding

The aggregate equity shareholding of the Successful Bidder/Lead Member in the case of Consortium, as the case may be, in the issued and paid up capital of Concessionaire shall not be less than 51% at all times during the period of concession. The minimum aggregate equity shareholding of the Consortium Member other than the Lead Member in the issued and paid up equity capital of the JVC shall be minimum 26%, at all times during the Concession Period. The Successful Bidder shall not effect any change to this condition without the prior approval of CSCL.

5.18 GST as applicable on damages/ penalties shall be chargeable separately.

5.19 GST will be deducted from the payment made to the Contractor as per the GST Act and instructions issued from time to time

## 6 CSCL's Obligations

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

### 6.1 Specific Obligations

- a. In the event of positive tipping fee rate quoted by the Concessionaire, CSCL shall pay to the Concessionaire Monthly Tipping Fee (MTP) in any given month after COD till the waste mining stoppage date to be calculated in accordance with Article 7.
- b. CSCL shall subscribe to the Substitution Agreement within Thirty (30) days of the intimation regarding financial close given by the Concessionaire.
- c. CSCL shall not dump any fresh waste at Project Site after the 'Effective Date'.
- d. CSCL shall facilitate in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from CSCL 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 CSCL in the form as set out in Schedule 7, within thirty days (30) days from receipt of request from the Concessionaire to make available such authorization. However, the cost of these utilities will be borne by the Concessionaire.

### 6.2 General Obligations

The CSCL shall:

- a. provide necessary assistance to the Concessionaire in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement.

## 7 Tipping Fee

### 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, -----agree and undertake to pay to -----, the Tipping Fee calculated in accordance with the Tipping Fee rates mentioned in Schedule 5 of this Agreement.
- b. The Concessionaire shall weigh the mined legacy waste and get it duly certified by the Project Engineer in the manner as set out in the Concession Agreement and schedules thereof. The Concessionaire shall, on the 5<sup>th</sup> day of every Month or in case the 5<sup>th</sup> day of a Month is a Holiday then on the following working day of such Month, submit to CSCL a statement ("Tipping Fee Statement") providing the following details, in the manner as set out in the O & M Requirements:
  - i. Total quantity of legacy waste mined at the Daddu Majra dumpsite and which is subsequently taken for processing into Fines and Rejects fractions;
  - ii. Quantity of Waste Mined and transported to Processing Plant on each day of the previous Month along with proof of certification of the same by the Project Engineer;
  - iii. Aggregate quantity of Legacy Waste for the previous Month, and
  - iv. Amount of Tipping Fee for the previous Month calculated in accordance with the tipping fee rate quoted by the Concessionaire as in Schedule 5 of the Concession Agreement; and the criteria given below in (v).
  - v. In the case of a positive tipping fee rate quoted by the Concessionaire, CSCL shall pay to the Concessionaire Tipping Fee (or vice-versa in the case of a negative tipping fee rate quoted by the Concessionaire) in any given month after COD till the waste mining stoppage date. Monthly tipping fee will be calculated as follows:

$$MTP = TFT * W$$

Where MTP is the Monthly Tipping Fee, TFT is the Tipping Fee Rate Per Tonne, W is the weight of segregated legacy waste disposed off during that particular month from the Daddumajra dump site and which is subsequently taken for processing into Fines and Rejects fractions. Accordingly,

$$W = F + R$$

Where

F is the weight of the fine fraction (<4mm) which will be carted away from the processing site by the Concessionaire for any suitable application as deemed appropriate; and R is the weight of the rejects fraction (> 4 mm) which will be safely disposed of by the Concessionaire either in the SLF of CSCL at Daddumajra; or carted away to waste-to-energy plant; or any other end use as deemed suitable.

The Concessionaire shall measure Waste, Fines & Rejects and submit records to CSCL accordingly for every month.

7.2 Mechanism of Payment

- a. ----- shall, within 30 days from the date of receipt of the Tipping Fee Statement, Pay to-----as stated in such Tipping Fee Statement,
- b. Any delay in making any payment in accordance with the Tipping Fee Statements shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at 12% p.a. for the duration of delay.
- c. All payments shall be made by way of Cheque / Demand Draft or RTGS/NEFT.
- d. Payment will be released after ensuring that waste is processed as per the applicable rules in force and removed from the site for further disposal. If any malpractice is observed in this, heavy penalty shall be imposed as per Schedule 3. If malpractice is observed second time, Chief Executive Officer may even cancel the contract & initiate legal action against the Concessionaire which may also include blacklisting.

## 8 Force Majeure and Change in Law

### 8.1 Special Conditions

The word "Party" and "Parties" in this Clause shall refer to either the Concessionaire or CSCL.

In the event of the occurrence of a Force Majeure Event which results in the inability of CSCL to continue to perform the obligations under this Agreement, and in the reasonable opinion of the Project Engineer, the Concessionaire and CSCL, the obligations under this Agreement of the Concessionaire and CSCL can be continued to be met, CSCL shall cease to be a Party to the Agreement. The process of termination shall be in accordance with the provisions of this Article.

### 8.2 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, inundation and land slide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor
- f. action of a Government Agency having Material Adverse Effect including but not limited to
  - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Concessionaire's or the Contractor's rights in relation to the Project
  - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
  - iii. any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or their vocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- g. Early termination of this Agreement by CSCL for reasons of national emergency or national security.
- h. any failure or delay of a Contractor caused by any of the sub-clauses (f) and (g) here in above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- i. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub clause for which no off setting compensation is payable to the Concessionaire by or on behalf of the Contractor

### 8.3 Notice of Force Majeure Event

- a. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify Project Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:
  - i. The nature and extent of the Force Majeure Event;
  - ii. The estimated Force Majeure Period;
  - iii. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - iv. The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
  - v. Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.
- b. As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall along with the Project Engineer, meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:
  - i. Assess the impact of the under lying Force Majeure Event,
  - ii. To determine the likely duration of Force Majeure Period and,
  - iii. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the under lying Force Majeure Event.
- c. The Affected Party shall during the Force Majeure Period provide to the other Party and the Project Engineer regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

### 8.4 Performance of Obligations

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

- a. Due notice of the Force Majeure Event has been given as required by the preceding Clause 8.3;
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and



- f. Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

#### 8.5 Termination due to Force Majeure Event

##### a. Termination

- i. If a Force Majeure Event, excluding events described under Clauses 8.2 (f), 8.2(g) and 8.2(h), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 60 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 60 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Clauses 8.2(f), or 8.2(h), and the same subsists for a period exceeding 90 days, then either Party shall be entitled to terminate this Agreement.

Provided that CSCL may at their sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 8.2(f) or 8.2(h).

##### b. Termination Notice

If any Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out;

- i. In sufficient detail the underlying Force Majeure Event;
- ii. The Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iii. The estimated Termination Payment including the details of computation thereof and;
- iv. Any other relevant information.

##### c. 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. The Termination Payment, if any, payable by the CSCL / in accordance with the following clause (d) is paid to the Concessionaire on the Termination Date and
- ii. The Project Facilities except moveable assets are handed back to the CSCL by the Concessionaire on the Termination Date free from all Encumbrance. Concessionaire will remove all moveable assets without damaging the project site.

##### d. Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by CSCL in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Clauses 8.2(a) to 8.2(e), no Termination Payment shall be made by CSCL to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies and
- ii. If Termination is due to the occurrence of any event described under Clauses 8.2(f), 8.2(g) or 8.2(h), the CSCL shall pay to the Concessionaire Termination Payment as calculated in the following clause (e).

- iii. If Termination is due to the occurrence of any event described under Clause 8.2 (i), CSCL shall subject to the certification of Project Engineer, pay to the Concessionaire, Termination payment as calculated in the following clause (e). Provided CSCL shall be entitled to deduct from the Termination Payment any amount due and recoverable by CSCL from the Concessionaire as on the Termination Date.
- e. Calculation of Termination Payment

Termination Payment shall be calculated as set out below:

- i. If Termination is due to the occurrence of any event described under Clauses 8.2(f), 8.2(g) or 8.2(h):  
Termination Payment = 100% of Book Value of Immovable assets as on the Date of Termination Notice.
- ii. If Termination is due to the occurrence of any event described under Clause 8.2(i):  
Termination Payment = 100% of Book Value of Immovable assets as on the Date of Termination Notice

#### 8.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 8, neither Party hereto 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.

#### 8.7 Changes in Law

- a. (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 Indian law including laws related to environment;
  - ii. The repeal, modification or re-enactment of any existing Indian law
  - iii. A change in the interpretation or application of any Indian 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 in the rates 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, and CSCL shall subsequently reimburse to the Concessionaire 50% of such Additional Costs.
- c. Upon occurrence of a Change in Law, the Concessionaire may, notify CSCL and the Project Engineer 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, CSCL and the Concessionaire shall along with the Project Engineer hold discussions and take all such steps as may be necessary including determination / certification by the Project Engineer of the quantum of the Additional Cost to be borne and paid by CSCL.
- e. CSCL shall within 45 days from the date of determination of quantum of Additional Cost, 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 CSCL 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 5.14:

- i. The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Project Engineer, is likely to delay achievement of COD beyond thirty (30) days of the Scheduled Construction Completion Date;
- ii. The Concessionaire has failed to achieve COD within thirty (30) days of the Scheduled Construction Completion Date for any reason whatsoever;
- iii. At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements / Good Industry Practices or O & M Requirements and has failed to remedy the same within thirty days;
- iv. The Concessionaire has failed to make any payments due to CSCL and more than 30 days have elapsed since such payment default;
- v. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 15 days;
- vi. Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- vii. A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
- viii. 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 CSCL, 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.
- ix. 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;
- x. The Concessionaire has abandoned the Project Facilities;
- xi. The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xii. 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 45 days.

#### b. CSCL Event of Default

Any of the following events shall constitute an Event of default by CSCL ("CSCL 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 Fifteen (15) days of Appointed Date;

- ii. CSCL has failed to make any payments due to the Concessionaire and more than 90 days have elapsed since such default;
- iii. CSCL is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Concessionaire;
- iv. CSCL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- v. CSCL has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and there by caused or likely to cause Material Adverse Effect.
- vi. Any representation made or a warranty given by CSCL 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 CSCL may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, CSCL 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), CSCL may terminate this Agreement by issue of Termination Notice in the manner set out under Clause 9.2(c).
- ii. If CSCL decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within fifteen (15) days of receipt of the Preliminary Notice, the Concessionaire shall submit to CSCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 15 days, CSCL shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.
- iii. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefor, the Concessionaire shall have further period of 30 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, CSCL shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security.

### b. Termination for CSCL 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 CSCL 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 CSCL. Within 15 days of receipt of Preliminary Notice, CSCL shall forward to the Concessionaire its proposal to remedy/cure the underlying Event of Default (the "CSCL Proposal to Rectify"). In case of non-submission of CSCL Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

- iii. If CSCL Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, CSCL shall have further period of 30 days to remedy/cure the underlying Event of Default. If, however CSCL 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 45 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 CSCL in accordance with the following sub-article (f) is paid to the Concessionaire on the Termination Date; and
- iii. Upon Termination of this Agreement on account of CSCL Event of Default, the Project Facilities except moveable assets are handed back to CSCL as instructed by CSCL, by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to CSCL. The Concessionaire will remove all moveable assets without damaging the project site.
- iv. Upon Termination of this Agreement on account of Concessionaire Event of Default, all Project Facilities including moveable assets are handed back to CSCL as instructed by CSCL, by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to CSCL.

e. Withdrawal of Preliminary Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Preliminary Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Preliminary 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.

f. Termination Payments

Upon Termination of this Agreement on account of CSCL Event of Default, the Concessionaire shall be entitled to withdraw the Performance Security, if subsisting, and receive from CSCL, termination payment.

The calculation is explained below:

Termination Payment= (100% of Book Value of Immovable assets as on the Date of Termination Notice)

### 9.3 Rights of CSCL on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, CSCL shall upon making the Termination Payment, if any, to the Concessionaire, have the power and authority to:
  - i. Enter upon and take possession and control of the Project Facilities forth with;
  - ii. Prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/dealing with the Project Facilities;
- b. Notwithstanding anything contained in this Agreement, CSCL 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 hand back of the Project Facilities by the Concessionaire to CSCL shall be free from any such 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 there in by the Concessionaire, shall at all times remain that of CSCL.

### 10.2 Concessionaire's Obligations

#### a. Mining of Legacy Waste Facility

i. At least 2 months before the expected expiry of the Operation & Maintenance Period, the Parties jointly with the Project Engineer shall discuss and prepare the Plan for Handback of Project Facilities.

ii. Upon the expiry of the Concession Period, the Concessionaire shall hand back peaceful possession of the Project Facility except moveable assets to CSCL free of cost and in good condition subject to Article 9.2 (d) (iv). However, the Concessionaire will remove and take back only moveable assets without damaging the project site.

b. After completion of the concession period, within 2 months the concessionaire shall completely remove the moveable assets i.e. plant, machineries and equipment from the site, clear the project area and hand over the land, shed and immovable assets to CSCL subject to Article 9.2 (d) (iv). Performance security of the concessionaire will be released only after the entire project site has been handed over to CSCL without encumbrances.

### 10.3 CSCLs' Obligations

CSCL shall, subject to CSCL's right to deduct amounts from the Performance Security 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 CSCL 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, including those arising with regard to acts, decision or opinion of the Project Engineer (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. The Parties may refer such Dispute to the Chief Executive Officer, CSCL (or the Person holding charge) for the time being, for amicable settlement. Upon such reference, the Parties 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 Disputes 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. Any dispute, difference or Claim arising out of or in connection with this agreement which is not resolved amicably shall be settled by Arbitration in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 including Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification/amendments thereof for the time being in force to be read with the Chandigarh Arbitration Centre (CAC) Rules, 2018. The appointment of Arbitrator(s) shall be made from the approved Panel of Arbitrators provided under the Chandigarh Arbitration Centre (CAC) (Arbitration Proceedings) Rules, 2018 as available on the website of High Court of Punjab and Haryana at Chandigarh i.e. [https://highcourtchd.gov.in/?trs=adr\\_rules](https://highcourtchd.gov.in/?trs=adr_rules) by the parties. The Dispute shall be referred to a Sole Arbitrator to be appointed by mutual consent of the Parties herein. In case of disagreement on the appointment of Sole Arbitrator by the parties, there shall be a Board of Three (3) Arbitrators of whom one shall be appointed by the Concessioneing Authority, one shall be appointed by the Concessionaire, and the third shall be appointed by the two arbitrators appointed as aforesaid. The 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. The fees of the Arbitral Tribunal and the cost of the arbitration proceedings shall be borne by the Parties in equal proportions. Each Party shall be bear its own legal fees incurred as a result of any Dispute under this Clause. 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.
- b. The arbitration proceedings shall be conducted in Chandigarh and the venue of the Arbitration proceedings shall be the Chandigarh Arbitration Centre. The arbitration proceedings shall be conducted in the English language.

## 12 Representations and Warranties

### 12.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to CSCL 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 investigation 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 CSCL 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 CSCL on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or CSCL;
- k. no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to CSCL 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 CSCL, 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 here under.

- n. The Concessionaire also acknowledges and here by accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that CSCL shall not be liable for the same in any manner whatsoever to the Concessionaire.

#### 12.2 Representations and Warranties of CSCL

CSCL represents and warrants to the Concessionaire that:

- a. CSCL has full power and authority to grant the Concession;
- b. CSCL 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 CSCL 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 favor of any person this Agreement or the rights, benefits and obligations here under save and except with prior consent of CSCL.
- b. The Concessionaire shall neither create nor shall permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of CSCL, which consent CSCL be entitled to decline without assigning any reason whatsoever.
- 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 / moveable assets, revenue and receivables as security for indebtedness, in favor of the Lenders and working capital providers for the Project;
  - iii. Assignment of Concessionaire's rights and benefits under this Agreement to or in favor 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 medium term 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 or 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 under lying breach of payment obligations.

### 13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Chandigarh only 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 here under 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 of any obligations already incurred here under 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 here to shall be valid and effective unless agreed to by all the Parties here to 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/ international courier/ mail/ telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to CSCL

The Chief Executive Officer,

Chandigarh Smart City Limited,

Building No. 1, 2nd and 3rd Floor, Adjoining SCO 17-18-19, Over New Bridge, Sector 17 A, Chandigarh – 160017

If to the Concessionaire: The Managing Director,

Address of the office of the Concessionaire

Or such address, telex number, or facsimile number as maybe 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 anyway relevant to this Agreement shall be in writing and in English language.

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 Counter parts

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.

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

SIGNED SEALED AND DELIVERED

For and on behalf of CSCL by:

(Signature) (Name) (Designation)

For and on behalf of CONCESSIONAIRE by:

(Signature) (Name) (Designation)

In the presence of:

1)

2)

## Schedule 1: Details of Project Site and Scope of Work

Salient information pertaining to site location, area, topography, geology and climate etc. is provided here under.

### 1 Site location and area

The waste disposal site is located in village Daddu Majra which is in the south west quarters of Chandigarh, close to Sector 38 and Sector 39. It is bound by Dakshin Marg on the east, Maloya Colony Road on the north and Daddu Majara Colony on the west and south. Across the Maloya Colony Road a small seasonal stream 'Patiala Ki Rao' flows along the norther side of the site. Waste from the city is brought to the site through the Dakshin Marg which is an all-weather tar road.

Waste generation in CSCL area has risen from around 250 MT/d to the presently level of around 450 MT/d. Currently CSCL generates waste to the tune of 450 TPD from the 26 municipal wards of Chandigarh encompassing 56 residential sectors, markets area and 41 urban slums. Waste from the rural habitations of the Union Territory of Chandigarh comprising 9 villages has also been disposed of by the UT Administration at the same site.

This waste is transported and managed at Daddu Majra waste disposal site. CSCL now intends to recover the land at Daddu Majra Dumping Ground (DMDG) in Chandigarh by adopting suitable technology in respect of the existing legacy garbage dump which is spread over around 8.1 Ha and has been operational for more than the past 20 years. Average height of the waste dump is 10m. The quantity of this material which is to be disposed of from DMDG through scientific processing is approximately 0.5 Million MT. However, the bidder shall visit the site and make his own assessment about the quantity of legacy waste to be mined to make the site cleared of all the legacy waste as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016.

Over the last 2 decades Village Daddu Majra has developed as a labour colony which currently has a population of about 2000.

Total area of the land under the possession of Chandigarh Smart City Limited is about 18.2 hectare. However, out of this about 8.1 ha is occupied with another 10m high open dump which needs to be stabilized and reclaimed under this Project.

Land use	Area (hectare)
Total area with CSCL	18.2
Area of open dump capped in 2006-07	10.1
- Area of existing SLF	2.8
- Area left open for Proposed Sanitary Landfill	7.3
Existing open dump [Project Site]	8.1
Area for Processing Plant at Project Site	0.8 (Approx. 2 Acres)

A layout imagery of the site is presented below which shows the relative locations of the dump, the SLF, the treatment plant, etc. It will be noted that the dump area available for mining of waste is free from any encumbrances. The adjoining ground is reclaimed area over a legacy dump which was capped in 2006-07.



## 2 Geology and hydrogeology

South western side of Chandigarh is comparatively on a lower level and falls on the downstream of the local drainage system. Patial Ki Rao which is a seasonal stream flows on the northern side of the site which helps in easy drainage of the area. The site is not prone to flooding. Moreover, the water table in the area is found to be more that 20m below ground.

## 3 Scope of Work

The various works to be carried out under the Project inter alia comprise the following:

- a. Design, Construction and Operation of Legacy Waste site including all the required facilities for safe disposal of municipal solid waste in Chandigarh at Village Daddu Majra. This will include, but not limited to the following:
  - o The Concessionaire has to set up processing facility to dispose legacy waste from the Daddu Majra Dumping Ground (DMDG) through scientific processing within the Concession Period.
  - o For continuous and reliable operations of the entire system, the Concessionaire shall install two sets of screening system.



- The Concessionaire shall install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc. The Concessionaire shall also take all necessary measures to prevent air pollution, dust emission and noise emission at/from the site.
  - For ease of operations and monitoring, the entire area of existing dump shall be divided into 20m x 20m grids. The slope of edges of capped dump site shall be maintained at ratio of 1:3 or as per the site requirement. Mining of existing dump will be done grid-wise in consultation with the Concessionaire and as approved by the Project Engineer/ CSCL.
  - The Concessionaire shall set up & operate a treatment plant for effluents etc. if required.
  - The Concessionaire shall install a shed of requisite size to cover entire processing facility.
  - Initial land required for setting up processing plant and machineries shall be made available to the Concessionaire out of the existing dump itself.
  - The Concessionaire shall set up computerized weigh bridges of required capacity with RFID facility for weighing of the waste mined from the open dump and for the outgoing processed materials as approved by CSCL.
- b. Procurement and deployment of the necessary and required numbers of vehicles/ equipment as required to perform efficient mining and processing of legacy waste as defined in the Concession Agreement.
  - c. The Concessionaire would design, procure, finance, construct, operate and maintain the Project during the Concession Period on a Build–Operate–Transfer (BOT) Concession basis. The Project including the land and all immovable components would be transferred back to CSCL at the end of the Concession Period. The successful Bidder will remove all movable components/assets without damaging the project site.
  - d. The Concessionaire shall at its cost/ expenses and risk make such financing arrangements, in a timely manner as would be necessary to implement the Project, and to meet all of its obligations under the Concession Agreement.
  - e. The Concessionaire shall adhere to the Construction Requirements and achieve Commercial Operations Date (COD) on or before the Scheduled Construction Completion Date, as specified in the Concession Agreement.
  - f. 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 Successful Bidder shall remain solely responsible to meet the Construction Requirements, as specified in the Concession Agreement.
  - g. The Concessionaire by itself or through a Contractor (not more than 3) shall operate and maintain the Project in accordance with the provisions as set out in the Concession Agreement.
  - h. The Concessionaire shall, at all times, ensure that all aspects of the Project 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 SWM Rules, 2016, policies and guidelines related thereto.

#### **4 Project Timeline:**

The project is expected to complete in 540 days. Below are the proposed milestones of the project:

<b>S. No.</b>	<b>Particulars</b>	
1	Total estimated quantity of waste to be disposed off	5,00,000 MT
2	Handing over of Site	10 days
3	No work due to Rains + Implementation/Equipment's Mobilization Time	170 Days
4	No. of working days in which entire material will have to be disposed.	360 Days
5	The period of completion of project	540 Days

## Schedule 2: Construction and Operations & Maintenance Requirement for Mining and Processing Facility

1. Weighment System: The Concessionaire shall set up weigh bridges of required capacity for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by Project Engineer/ CSCL. This weighment system shall be installed at the entry and exit gate of the proposed processing facility to be decided in consultation with Project Engineer/ CSCL and should meet the following conditions:
  - a. It should be a pit-less fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire Concession period with backup server facility and shall be provided as & when required by Project Engineer/ CSCL officials and competent authorities.
  - b. Entire dumping/mining complex should be under complete CCTV surveillance during the Concession Period. Weighment system should be operated in CCTV surveillance with data storage of entire Concession period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by CSCL) shall be provided by the Concessionaire with following specifications, but not limited to: (1) Speed-30 fps (2) Resolution-Full HD, Infrared-supported, Automatic number plate recognition and integrate the feeds of Cameras with Command and Control Centre of CSCL and SCADA Room of MCC.
  - c. CCTV Recordings of operation of weighment system and APIs shall be provided as and when required by Project Engineer/ CSCL officials and competent authorities.
  - d. Correction/repairs of any malfunctioning in operation of weighment system will be the responsibility of the concessionaire.
  - e. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by the concessionaire within a period of 24 hrs. During this period of failure, weighing of MSW shall be carried out either at the CSCL weigh bridge located on the other end of the SLF; or a private weighbridge located outside which should be approved by Project Engineer/ CSCL at concessionaire's cost and no additional charges will be paid by CSCL.
  - f. The vehicles used for transportation of waste within site shall be registered with R.T.O. Chandigarh and fulfil all rules & regulations in force as specified by the said authority from time to time. Also, these vehicles shall be equipped with Radio Frequency Identification (RFID).
2. Server & connectivity for Weighment: The requirements of the project to be met by the Concessionaire are as listed hereunder:
  - a. Weighment system application, database, other software licenses, server with adequate capacity and required configuration shall be provided by the Concessionaire. The server facilities like server room, rack, power supply, UPS & air conditioning shall be provided by the Concessionaire. It will be installed at DMDG site, location of which will be notified by PE/CSCL.
  - b. Server should have back up storage of all the data of weighment system during the Concession Period.
  - c. Dedicated connectivity for CSCL authorities shall be provided by the Concessionaire to get the real time data to monitor the operations as and when desired by CSCL/PE.
  - d. All the facilities i.e. weighment system application, database, other software licenses, server facilities shall be the property of CSCL after end of the Concession Period.
  - e. Administrative privileges of the server related to all data of weighment system, and CCTV shall be with CSCL.
  - f. Any technical errors/malfunctioning of server data shall be rectified by the concessionaire at his own cost in the shortest possible time within 24 hours.

3. ETP and other facilities: The Concessionaire shall set up & operate a treatment plant for effluents etc. if required. All the other facilities required under applicable laws and to meet scope & conditions of this contract shall be set up by the concessionaire.
4. SCADA The Concessionaire shall set up a SCADA system which should provide weigh bridges readings, amount of waste processed at each Trommel. The Concessionaire shall invariably share the feeds and APIs with CSCL/ MCC.
5. Land for the processing plant: Land required for setting up processing plant and machineries admeasuring up to maximum 2 Acres shall be made available to the concessionaire out of the existing dump itself. The required land area will be cleared by the Concessionaire at his own cost. Concessionaire shall shift the waste within the site for clearing and reclaiming this land.

The entire area of the Daddu Majra waste disposal site is demarcated by boundary wall on two sides and fencing on the other sides. However, to separate the landfill and the dump mining operations, the Concessionaire is required to erect 2m high fencing between the area earmarked for new SLF construction and the area occupied by the dump.

As mentioned earlier, weigh bridges of required capacity will be installed at the entrance and exit of the processing area.

6. Responsibility for removal of processed and recovered materials:
  - i. It is the sole responsibility of the concessionaire to dispose off the residues/ rejects as well as the fines generated or recovered during the process.
  - ii. By-products from such processing, viz. recyclables, enriched soil, compost, etc. will be the property of the concessionaire and the Concessionaire shall be required to dispose it off from the site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016.
  - iii. It is expected that e-waste, hazardous waste and recyclables such as plastic, glass, metal, etc. do not in any way form the part of fines.
  - iv. The Concessionaire shall ensure that the reject material which is to be transported for disposal after scientific processing is not dumped at or in the vicinity of DMDG. The Concessionaire shall make necessary arrangement like fencing or any other suitable arrangement as directed by CSCL authorities to prevent such cases.
7. Processing System And Project Management

Management of the project and methodology required to be adopted for handling the legacy waste at DMDG shall include, but not limited to, the following:

- i. The handing and processing capacity of the plant shall not be less than 926 MT/d. However, if Concessionaire so desires, he can decide to install a higher capacity plant.
- ii. The hardware and technology adopted may include, but not limited to the following:
  - a. Size reduction and screening machinery. At least two sets of screening machinery shall be deployed. The opening size of trommels, intermediate and final screens will be decided by the Concessionaire considering end use requirement for the fines.
  - b. Magnetic separator for ferrous metals & scraps; and eddy current separator for removal of non-ferrous metals.
  - c. Effective separation of coarse fraction/ non-biodegradable material like plastics, cloth, etc.
- iii. Deploying of all requisite heavy earth moving machinery and equipment viz., chain excavators, front end loaders, conveyors, tippers, dumpers & handling equipment, water tanker, etc. will be Concessionaire's responsibility.

- iv. The plant and machineries necessary for each of the above steps will be part of the operations plan to be submitted to CSCL for approval.
- v. The waste removed from the dump site is to be safely transferred to the treatment facility erected at the site. The Concessionaire will prepare a layout clearly showing the area required for treatment of the mined waste along with allied activities.
- vi. The Concessionaire will fence this area by erecting 2 m high barbed wire fencing. An entry and exit gate will be constructed for a defined entry and exit to the processing area.
- vii. Weigh bridges of adequate capacity will be installed at the entry and exit gate for weighing of incoming and outgoing vehicles.
- viii. The Concessionaire should ensure regulated and continuous removal of waste from dump site with utmost safety and under standard hygienic conditions as per Solid Waste Management Rules, 2016.
- ix. The system proposed should be comprehensive in terms of providing a source to end solution.
- x. By-products from such processing like recyclables, RDF, etc. will be the property of the Concessionaire and the Concessionaire shall be required to dispose it off as Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016.
- xi. The treatment facility should be provided with necessary infrastructure like security and access control/s, supervisor room, camera monitoring and recording features, etc. by the Concessionaire.
- xii. A separate first aid facility will be provided at the treatment plant within 100 m of the treatment facility.
- xiii. Concessionaire may plan work in three shifts.
- xiv. The Concessionaire shall ensure that the plant is not shut down for a continuous period of longer than 3 days; and it shall operate for not less than 26 days in a month. In the event of shut down longer than 3 days; or operation for less than 26 days penalties as specified in Schedule 3 shall be imposed excluding rainy days.
- xv. The concessionaire shall ensure that the average quantity of legacy waste to be mined is not less than 24,076 MT per month after commissioning of all equipments; and the shortfall shall be calculated on quarterly basis. In the event of shortfall, penalties as specified in Schedule 3 shall be imposed.
- xvi. The segregated material shall be disposed of from the site within 15 days of its mining.

#### 8. Provision For Building Ancillary Facilities

In case concessionaire is required to set up ancillary facilities at site like fuel storage bunker, DG set, etc. CSCL may assist the concessionaire in getting the same installed at site for the period of the contract only. However, the necessary permissions required are to be obtained by concessionaire at his own cost.

All handling of chemical hazardous/explosives, including storage, transport shall be carried out under the statutory rules adopted by the CPCC or as may be directed by CPCC.

#### 9. Water and Electricity

Arrangement of water and electricity required for the project will be the responsibility of the Concessionaire. Necessary assistance shall be provided by the CSCL. Also concessionaire has to ensure power back up for the smooth operation of weighbridge, critical electrical system, security & surveillance system, etc. All expenditure incurred on account of such facilities shall be borne by the Concessionaire.

10. Responsibility to abate odour and fires:

It is the sole responsibility of the Concessionaire to abate the odour nuisance and fire hazards on the dump site. The Concessionaire shall use all proven relevant measures such as laying of soil cover on exposed waste and aeration, etc. which will help to abate odour and flies nuisance. While processing the legacy waste, the Concessionaire may set up a Diffuser with scented water at the Dump Site especially around the residential houses to cover up the offensive odors. Necessary fire extinguishers or fire fighting vehicles shall be arranged to abate fire hazards. However, in case of major fire incidence, CSCL may assist by providing fire fighting vehicles according to availability at that point of time. In any case necessary safety gears shall be provided by the Member to all staff working as per the good industry practice.

11. Operations Plan:

The Concessionaire shall submit a comprehensive operations plan (covering all activities e.g., excavation/ mining/ removal, separation, processing, transportation, disposal in a scientific manner, stocking on- and off-site, etc.). The Plan shall cover fines disposal aspects which will include, among others, identification of fines disposal area/ site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rule 2016. No land belonging to CSCL will be given for the disposal of fines of this project. However, the rejects comprising the coarse fraction shall be safely disposed of in accordance to the Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016. The Concessionaire shall treat the entire waste with environmental friendly solutions and ensuring that the site is free from flies/mosquitos/rodents and bacteria etc..

### Schedule 3: Waste Non-Mining Penalty

Penalties for non-performance will be applicable as listed and defined below. The powers to relax/condone the penalties fully or partially shall vest with the Chief Executive Officer who will decide each case on merit.

#### PENALTIES ON ACCOUNT OF DELAYS IN EXECUTION, VIOLATIONS, TEMPERING, MALFUNCTION AND OTHERS

S. No.	Particulars	Penalty
1	Delay in commencement of the project after completion of mobilization & construction period	Rs. 20,000/- per day
2	Violation of SWM Rules, 2016 or other applicable environmental norms notified by competent authorities	Rs.5,000/- per incident
3	Tampering of records at weighbridge or submission of manipulated records or any malpractice (i.e. Such as disposal of unprocessed Legacy Waste or fines) which will affect quantity & quality of work done.	100 % of the value of monthly Tipping Fee certified for three preceding months from the month of incidence noticed + Loss incurred to CSCL due to such event
4	Malfunction/technical problems in weighment system is not rectified within 24 hrs	Rs. 2,000 per hour starting after 24 hrs of permissible repairing time.
5	Plant closure longer than a continuous period of 3 days	Rs. 5,000 for every day of plant closure.
6	Operation of the plant less than 26 day in a month	Rs. 5,000 for every day less than 26 days in a month.
7	Processing less quantity of waste than designed for a particular stage - to be calculated on quarterly basis.	5% of the quoted tipping fee per tonne multiplied by quarterly shortfall in MT
8	If fire at site is not stopped within 24 hrs.	Rs. 25,000 per hr. after 24 hrs.
9	Safety measures/Safe disposal not taken as per the guidelines issued by the Central Pollution Control Board from time to time and the Manual on Municipal Solid Waste Management published by the Ministry of Urban Development and updated from time to time	Rs.5000 per fault per Incident

GST as applicable on damages/ penalties shall be chargeable separately.

## Schedule 4: Scope of Work of Project Engineer

### 1 Role of the Project Engineer

The Project Engineer ("PE") is expected to play a positive and independent role in discharging its functions, there by facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Project Engineer 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 and Good Industry Practices.
- 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 Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

- 2.1 Implementation Period-Design and Planning
  - a. Ensure that all design work fully complies with all Applicable Laws and, in particular, SWM Rules 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 Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation of the Mining and Processing Facility and ensure compliance with the Construction Requirements. For this purpose the Project Engineer shall undertake, interalia, the following activities and where appropriate make suitable suggestions:
    - a. Provide administration of the contract in full and in complete accordance with applicable laws;
    - b. Act on behalf of CSCL as the CSCL 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 PE shall inform and advise the CSCL, 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 PE may require in section 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 PE until the expiry of the PE's appointment;
  - i. Provide the services of experts to check the quality of materials and the workmanship during the installation/development of the mining and processing facility including the following.
    - i. Weigh bridges at the mining and processing facility
    - ii. Drainage system as per site requirement;
  - j. Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
- 2.2.2 The PE shall attend regular meetings ("Project Review Meetings" or "PRMs") with the CSCL and the Concessionaire, to be held at least once in every two week 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 PE shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.
- 2.2.3 The PE shall prepare and submit to the CSCL, 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 Operations and Maintenance Period
- 2.3.1 During this period the Project Engineer 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 CSCL behalf as the CSCL representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- c. Designate tests on materials and/or equipment if any;
- 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 PE shall inform and advise the CSCL, 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 PE 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 seven (7) days from the date of appointment of the PE until the expiry of the PE'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 Mining and Processing Facility.
- k. Inspect and certify the quantity of Mined Legacy Waste from the DMDG
- l. Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
- m. Review the O & M Plans submitted by the Concessionaire from time to time and assists the Concessionaire in finalizing the same. The Project Engineer shall also consult the CSCL prior to finalization of the O & M Plans;
- n. Periodically review the O & M Manual for adequacy;
- o. 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;
- p. Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- q. 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 PE shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the CSCL, and the Concessionaire, to be held at least once in every month during the Operations and Maintenance 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 PE 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 PE shall prepare and submit to the CSCL, Monthly Project Reports including the following:
- a. Report on notices issued
  - b. Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
  - c. Photographic record of progress of works over the previous week.
- 2.4 Meetings, Records and Reporting
- 2.4.1 In addition to attending the meetings here in above mentioned, the PE shall also participate in emergency or extra-ordinary meetings of the Parties held to deal with any Force Majeure Event or other exigencies.
- 2.4.2 The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include record in respect of the following:
- a. Manpower deployed and other organizational arrangements of the Project Engineer;
  - 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. Hand back Requirements
- 2.4.3 The Project Engineer 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 Project Engineer (including Force Majeure, and breach of obligations).
  - b. Operations and Maintenance 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 Project Engineer (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 CSCL or as may be necessary to give effect to the provisions of the Agreement.

### Schedule 5: Tipping Fee Rate

Year	Tipping Fee Rate per tonne (in figures)	Tipping Fee Rate per tonne (in words)

## Schedule 6: Performance Security (Pro-forma of 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 Favor of

CSCL, constituted under the Act, (hereinafter referred to as "CSCL") 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 CSCL and a company in corporate under the Companies Act, 1956 / 2013, having its registered office at

("the Concessionaire"), the Concessionaire has been granted the Concession to implement the project envisaging design, financing, construction, operations, maintenance and Mining of Legacy Waste Facility at the Daddu Majra Dumping Ground Chandigarh on Build-Operate-Transfer 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 CSCL, 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. At the request of the Concessionaire, 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 here by 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 CSCL sums not exceeding in aggregate Rs.----- (Rupees in words), of receipt of a written demand therefore from CSCL 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 CSCL 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 here under 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, CSCL 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 CSCL or any indulgence shown by CSCL 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 CSCL or any indulgence shown by CSCL, provided nothing contained herein shall enlarge the Guarantor's obligation here under.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged/released earlier by CSCL in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate is 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 WHERE OF THE GUARANTOR HAS SET ITS HANDS HERE UNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED

By Bank by the hand of Shri  
its and authorized official.

Date:

## Schedule 7: Letter of Authorization

To whom so ever it may Concern

This is to confirm that to pursuant to the Concession Agreement dated\_\_\_\_\_ entered into between CSCL and ("the Concessionaire"), the Concessionaire has been authorized to construct, operate and maintain the Mining of Legacy Waste and Recovery of Land at Daddu Majra Dumping Ground at Chandigarh 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 there with on his own costs.

Yours faithfully,

Name and Designation of Officer of CSCL

Address of office of CSCL



## Schedule 8: Substitution Agreement

THIS SUBSTITUTION AGREEMENT is entered into on this the-----day of -----(Month)----(Year)at-----.

AMONGST,

CSCL, established under the provisions of the

(hereinafter referred to as "CSCL" 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, 1956/ 2013, having its registered office at , herein after referred to as "Concessionaire" which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

AND

YYYY (Financial Institution/Bank) having its Registered Office/Head Office at-----

-----herein after referred to as" the Lender". OR

ZZZZ (Financial Institution/Bank) having its Registered Office/Head Office at-----

-----acting for and on behalf of the Lenders listed in Schedule I here to (hereinafter referred as "(the Lenders' Representative)").

WHEREAS

CSCL desires to disposed off the Legacy Waste at the Daddu Majra Dumping Ground, Chandigarh through private participation on Build, Operate and Transfer basis;

A. By the Concession Agreement dated entered into between CSCL and the Concessionaire (herein after referred to as "the Concession Agreement") the Concessionaire has been granted the Concession to implement the Project on BOT basis;

B. With a view to facilitate financing of the Project by the Concessionaire, CSCL 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 here after respectively assigned to them.

"Agreement" means this agreement and includes any amend mentor 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 CSCL 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

CSCL and the Concessionaire here by irrevocably agree that upon Termination of the Concessionaire simultaneously by XXX, 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

CSCL 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(c) 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, CSCL shall not be obliged to issue Preliminary Termination Notice until receipt by CSCL of their call 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 CSCL being required, and that CSCL shall have the right to enter up on and take over 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 CSCL forth with upon suspension becoming effective.

## 2.4 Substitution Notice

CSCL 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 there in, notify CSCL 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").

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 is charge of dues, if any, of the Concessionaire to CSCL 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 titled, within a period of 15(fifteen) 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 CSCL 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 would be necessary and relevant for CSCL to decide as to the acceptability of the Selectee. The Lender/Lender's Representative shall provide to CSCL additional information and clarification in respect of any data, particulars or information contained in the Proposal, as CSCL 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 CSCL 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, takeover, 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 under take to enter into such documents and writings with CSCL and the Lender(s) as may be necessary or required to give effect to the substitution of the Concessionaire by the Selectee.

(c) CSCL 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 CSCL, 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 CSCL, whichever is later.

(d) At any time prior to the acceptance of the Selectee by XXX pursuant to this Agreement, CSCL may require the Lender/Lenders' Representative to satisfy it as to the eligibility of the Selectee and the decision of CSCL 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 CSCL 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 30days prescribed in preceding sub-article (iii), CSCL shall be deemed to have accepted the Proposal/the Selectee

(e) The rejection of the Selectee if made by CSCL 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 proceeding sub-article (iii) and (iv) shall apply mut at is mut and is to such fresh Proposal.

(f) If XXX accepts the Proposal/fresh Proposal, XXX 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 favor of CSCL 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 CSCL and upon the delivery by CSCL 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 CSCL or any claim of CSCL 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 90days to cure any breach/default subsisting on the date of substitution and required or agreed to be cured.

(h) The decision of the Lenders and CSCL 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 CSCL has declined to accept the Selectee proposed by the Lender/Lenders' Representative, CSCL 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 CSCL and it is expressly agreed that CSCL 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

##### 4.1 Mode of Payment

CSCL 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 CSCL 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 CSCL 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 CSCL 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

(b) The Parties here to expressly represent and warrant that they are duly empowered to sign and execute this Agreement.

(c) Notices under this Agreement shall be sent to the Addresses first herein above 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.

(d) The expressions "CSCL", 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.

(e) This Agreement shall not be affected by reorganization of any Lender, the Concessionaire or CSCL and the successor in interest of the Lender or CSCL shall have the benefit of this Agreement.

(f) 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 in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 including Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification/amendments thereof for the time being in force to be read with the Chandigarh Arbitration Centre (CAC) Rules, 2018. The appointment of Arbitrator(s) shall be made from the approved Panel of Arbitrators provided under the Chandigarh Arbitration Centre (CAC) (Arbitration Proceedings) Rules, 2018 as available on the website of High Court of Punjab and Haryana at Chandigarh i.e. [https://highcourtchd.gov.in/?trs=adr\\_rules](https://highcourtchd.gov.in/?trs=adr_rules) by the parties. The Dispute shall be referred to a Sole Arbitrator to be appointed by mutual consent of the Parties herein. In case of disagreement on the appointment of Sole Arbitrator by the parties, there shall be a Board of Three (3) Arbitrators of whom one shall be appointed by the First Party, second arbitrator shall be appointed by the other party, and the third shall be appointed by the two arbitrators appointed as aforesaid. The 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. The fees of the Arbitral Tribunal and the cost of the arbitration proceedings shall be borne by the Parties in equal proportions. Each Party shall bear its own legal fees incurred as a result of any Dispute under this Clause. The arbitration proceedings shall be conducted in Chandigarh and the venue of the Arbitration proceedings shall be the Chandigarh Arbitration Centre. The arbitration proceedings shall be conducted in the English language.

(g) 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 Chandigarh alone shall have jurisdiction overall matters arising out of or relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings there under.

(h) 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.

(i) This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

#### SCHEDULE I: PARTICULARS OF FINANCIAL ASSISTANCE.

Name and Address of the Lender	Nature and Amount of Financing Assistance
--------------------------------	---

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET THEIR HANDS HERE UNTO ON THE DAY, MONTH AND YEAR HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED ON BEHALF OF.....

.....LIMITED

BY:

Name: Title:

SIGNED AND DELIVERED ON BEHALF OF CSCL

BY:

Name: Title:

SIGNED AND DELIVERED ON BEHAL FOF

-----ON BEHALF OF THE LENDER SSET FORTH IN SCHEDULE I

BY:

Name:

## Schedule 9: Format of Land License Agreement

This LICENCE AGREEMENT (hereinafter referred to as the License Agreement/Agreement) is made on the \_\_\_\_ day of \_\_\_ in the year Two Thousand and Nineteen at <name here>

AMONGST

<Name here> Chandigarh Smart City Limited, a company incorporated under the Company's Act 1956/ 2013, having its registered office at <Location here>, acting through its Chief Executive Officer (hereinafter referred to as "the Licensor" which expression shall wherein the context or subject implies include its successors) of the FIRST PART

AND

M/s -----, a company incorporated under the Company's Act 1956/ 2013, having its registered office at -----, India (hereinafter referred to as "Licensee" which expression shall unless it be repugnant to the subject or context be deemed to include its successors and permitted assigns), through Mr. -----, duly authorized in this behalf by way of a Board Resolution dated -----, of the SECOND PART Licensor and Licensee are hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS

A. The <name here> CSCL has approved the project i.e. Mining of Legacy Waste and Recovery of Land at the Daddu Majra Dumping Ground, Chandigarh on Build Operate and Transfer Basis ("Project") and has entered into a Concession Agreement dated : \_\_\_\_\_ with M/s -----, the Concessionaire ("Concession Agreement"), on the same date as this license Agreement, under which it has authorized the Licensee to implement the Project.

B. The Chandigarh Smart City Limited in order to enable the due implementation of the Project and to discharge its obligations under the Concession Agreement is hereby providing the Licensee (the Concessionaire under the Concession Agreement), by way of this License Agreement ("this Agreement"), the Demised Premises (more particularly delineated in Schedule-1 hereto and shown in the Site map attached thereto) for the purposes of implementing the Project and disposing off Legacy Waste on the Demised Premises, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LICENCE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement (including the initial Term and any extension thereof) and is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The capitalized 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 Licensee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the Licence payment stipulated in Article 4 below; the Licensor hereby demises unto the Licensee, all the land admeasuring ..... (together with any physical structures existing thereon) which is described, delineated and shown in the Schedule-1 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 Licensor hereby agrees and authorizes the construction, operation and maintenance of the plant and Mining of Legacy Waste Facility 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 Licensor shall, effective from COD, receive a rent of Rupee one (Re. 1 Only) per annum (Licence Payment), or such other rental rate as may be fixed by the Licensor, on or before the 10th day of the first calendar month in each year provided however, the Licence Payment can be paid in advance for such period of time as the Licensee may deem fit. The Licensor undertakes and assures the Licensee that the Licence 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 Licensee, under this Agreement, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Licensee 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 Licensee discovers any Encumbrances upon or under the Demised Premises which materially and/or adversely affect its rights in relation to the Demised Premises/the Project, it shall notify the Licensor, 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 Licensor fails to remove such Encumbrances within twenty-one (21) days from the notice thereof, the Licensee may remove or cause to be removed such Encumbrance.

6. The Demised Premises are being vested with the Licensee, under this Agreement only for the purposes of the Project including for the purposes of developing, establishing, designing, constructing, operating and maintaining the Project facilities as per the Concession Agreement, which the Licensor is desirous of being constructed, operated and maintained on the Demised Premises in accordance with the Concession Agreement.

7. The Licensor hereby authorizes the Licensee, 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 Project Facility.

8. The Licensee by virtue of a No Objection Certificate from the CSCL shall have the right to, without requiring any prior permission of the Licensor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the facilities situated on the Demised Premises by appointing a person, the substitute entity, to replace the Confirming Party and undertake the construction, operation and maintenance of the Plant upon the occurrence of an event of default by the Confirming Party / Licensor as detailed in the Concession Agreement, as the case may be, under any of the Financing Agreements. The Licensor shall novate this Agreement in favour of the substitute entity and the Licensor on the terms and conditions of this Agreement as existing at the time of such novation.

9. The Licensor hereby covenants and assures the Licensee that to the best of its knowledge and belief:

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, 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) Licensor controls the land 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 Licence Payment prior to the COD 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 on the facilities in the Demised Premises in favour of the Lenders in accordance with the provisions of the Concession Agreement;

f) 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 Legacy waste; and

g) The Licensee shall have lawful and uninterrupted, possession, control and use of the Demised Premises.

10. The Licensee hereby covenants with the Licensor 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.

c) That it shall use the Demised Premises only for the purposes stated herein or in the Concession Agreement and for no other purpose.

d) That it shall not create or cause to be created on the Demised Premises any Encumbrance in any manner and shall keep the Licensor indemnified at all time during the term of this Agreement against any such Encumbrance that may be arising out of the actions and/or omissions of the Licensee except what has been permitted under this Agreement.

11. Licensor has possession and control of all the land constituting the Site and has the requisite right and authority to License the same to Licensee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Licensee 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 Licensor or from any person claiming through under or in trust for Licensor or from any third person whosoever. Licensor shall keep the Licensee 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 Licensee as a result or in consequence of such claims or demands as aforesaid.

12 (a) Subject to Sub-Articles (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 Licensee 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 Licensee subject however to obtaining formal consent from the Licensor in writing, which consent shall not be withheld by Licensor. Any assignment by the Licensee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Licensee.

13. The Licensor hereby assures and represents to the Licensee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force or till such time as the all the contractual obligations are met with and the Licensor shall not terminate this Agreement except upon the expiry or early termination of the Concession Agreement or all the contractual obligations are met with. The Parties hereby agree that on the expiry or termination of the Concession Agreement, the Demised Premises shall be handed back to the Licensor 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 Licensor in accordance with the terms of the Concession Agreement.

14. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with Article 11 of the Concession Agreement. The governing law of the arbitration shall be Indian law.

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEREIN AND SEALED TO THIS LICENCE AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF THE LICENSOR THROUGH:

SIGNED, SEALED AND DELIVERED BY LICENSEE THROUGH ITS AUTHORISED SIGNATORY

IN PRESENCE OF:

## Schedule 10: Environmental Clearances of the Project Site

The Concessionaire has to obtain all required permissions/NOCs from various authorities like State Level Environment Impact Assessment Authority (SEIAA), Pollution Control Board/ Committee, Ministry of Environment & Forest and Climate Change (MoEF & CC), clearance of land owner for disposal of rejects/fines and any such requisite regulatory/ statutory permissions etc. in order to process the legacy waste lying at the DMDG. CSCL may assist the Concessionaire in obtaining these permissions. The Concessionaire shall comply/ adhere to the following Environmental Standards and has to obtain clearances that may be required for setting up the operations are, but not limited to as listed below in the Table.

### INDICATIVE LIST OF CLEARANCES REQUIRED FOR THE PLANT

Sl. Nr.	Clearance	Authority
1	Environmental Clearance/ EIA for the project	Chandigarh Pollution Control Committee (CPCC)
2	Authorization under SWM Rules	CPCC
3	Consent to establish/ Consent to operate	CPCC
4	Any other clearances under applicable laws and rules	Competent Authority

#### Environmental Standards:

- a) Air Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
- b) Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
- c) Leachate Treatment – As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
- d) Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.
- e) Water Quality Monitoring - As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
- f) Emission standards for Incinerators – As specified in Annexure-I
- i Concessionaire shall make all the necessary arrangements for monitoring of various parameters and achievement of the standards.
- ii Concessionaire may appoint a professional agency approved by CPCC/MoEF/NABET to Monitor and achieve these standards.

Responsibility to abate odour and fires:

It is the sole responsibility of the Concessionaire to abate the odour nuisance and fire hazards on the dump site. The Concessionaire shall use all proven relevant measures such as laying of soil cover on exposed waste and aeration, etc. which will help to abate odour and flies nuisance. While processing the legacy waste, the Concessionaire may set up a Diffuser with scented water at the Dump Site especially near the residential houses to cover up the offensive odors. Necessary fire extinguishers or fire fighting vehicles shall be arranged to abate fire hazards. However, in case of major fire incidence, CSCL may assist by providing fire fighting vehicles according to availability at that point of time. In any case necessary safety gears shall be provided by the Member to all staff working as per the good industry practice.

Hazardous waste management

- i. The Concessionaire shall be responsible for the safe disposal of hazardous waste as defined in Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 if existing/ found during mining /generated during processing, etc. He shall dispose of the same at a Hazardous Waste Treatment Storage and Disposal (TSD) Facility approved by CPCPC in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter.
- ii. All the commensurate charges for disposal of hazardous waste shall be borne by the Concessionaire.
- iii. Concessionaire has to submit documentary evidence regarding disposal of hazardous waste at the approved sites.

## Annexure –I: Environmental Standards

1. Ambient Air Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters. Ambient Air Quality Monitoring

2. Noise Pollution: The measurement of ambient noise would be done at the interface of the facility with the surrounding area, i.e., at plant boundary. According to The Noise Pollution (Regulation & control) Rules, 2000, the standards for noise for areas/zones are presented in Table below.

Area Code	Category of Areas/Zones	Limits in dB	
		Day Time 6AM to 10PM	Night Time 10PM to 6AM
a	Industrial area	75	70
b	Commercial area	65	55
c	Residential area	55	45
d	Silence zone	50	40

3. Standards for treated leachate from landfill site: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters. 3Standards for treated leachate from landfill site

4. Water Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.

5. Odour Monitoring (with respect to baseline site parameters)

Odour detection threshold

As per CPCB Guidelines on 'Odour Pollution & Its Control (May 2008)'

Parameter	Odour detection threshold (ug/m <sup>3</sup> )
SO <sub>2</sub>	2616
NH <sub>3</sub>	695
H <sub>2</sub> S	1390
Aldehyde	1226
Methyl Mercaptan	1962

6. A. Operating standards for incinerators shall be as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 or amendments thereafter.

B. Emission standards (stricter norms shall be applicable):- Parameter concentration in Mg/m<sup>3</sup> at 12% Co<sub>2</sub> correction. Figures in bracket need to be met by the operator:

Particulate matter	150 [50]
Nitrogen Oxides	450 [210]

HCl	50 [21]
Minimum stack height shall be 30 meters above ground	[65]
Volatile organic compounds in ash shall not be more than	0.01%

Note:

- Suitably designed pollution control devices shall be installed or retrofitted with the incinerator to achieve the above emission limits, if necessary.
- Waste to be incinerated shall not be chemically treated with any chlorinated disinfectants.
- Chlorinated plastics shall not be incinerated.
- Toxic metals in incineration ash shall be limited within the regulatory quantities as specified in the Hazardous Wastes (Management and Handling) 1989 as amended from time to time.
- Only low sulphur fuel like LDO, and LSHS, and Diesel shall be used as fuel in the incinerator.
- Additional standards to be met for all or any thermal processes. Interim Maximum Achievable Control Technology (MACT) Standards for Combustors in United States of America (USEPA, Sept 1999)

Pollutants	Interim MACT Standards Incinerators
Dioxin and Furan (ng TEQ/dscm)	0.20
Mercury ( $\mu\text{g}/\text{dscm}$ )	45
Semi Volatile Metals ( $\mu\text{g}/\text{dscm}$ )	120
Low Volatile Metals ( $\mu\text{g}/\text{dscm}$ )	97
HCl/Cl <sub>2</sub> (ppm v dry)	21

Note:

- dscm is dry standard cubic meter
- If the temperature of flue gas at the exit of last combustion chamber by rapid quench or heat recovery to less than 204.4 Degree Celcius
- If the gas temperature at the inlet of the dry particulate control device is maintained below 204.4 Degree Celcius
- For parameters which are not covered as above, Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB ([Http://cpcb.nic.in/uploads/plasticwaste/MSW\\_guidelines\\_29.04.2019.pdf](http://cpcb.nic.in/uploads/plasticwaste/MSW_guidelines_29.04.2019.pdf)) and SWM Rules 2016 and other applicable rules/norms or standard rules by any appropriate authority shall apply as amended from time to time.