

**PART VII -SCHEDULES**

## Schedule 1 – Site of the project

### 1.1 The Site

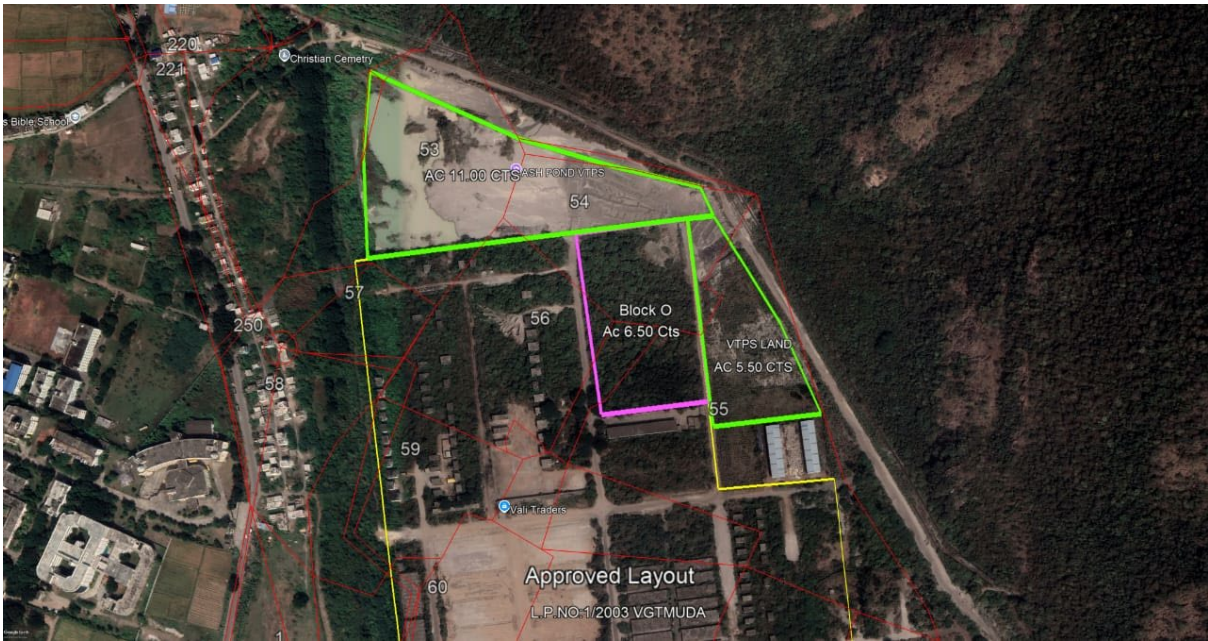
1.1.1 Site of the Project shall include the land, buildings, structures, and road works as described in this Schedule.

1.1.2 An inventory of the Site including the land, buildings, structures, roadworks, trees, and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority and the Concessionaire, and such inventory shall form part of this **Schedule 1**.

### 1.2 Site for Waste to Electricity Processing Facility

1.2.1 Vijayawada Municipal Corporation (VMC) has allocated 12 acres of land within which various facilities envisaged for the project are to be accommodated.

1.2.2 Map of the Land for Waste to Electricity Facility is as shown below:



➤ The coordinates for the Site are: 16.610028, 80.514350

### 1.3 Inventory of the Site

1.3.1. (to be filled at the time of granting concession)

## Schedule 2 -Applicable Permits

### 2.1 Applicable Permits

2.2.1 The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Authority in accordance with the Agreement.

Sl. No.	Approval/ Clearances	Concerned Agency	Responsibility
1	Prior environmental clearance	State Pollution Control Board	Concessionaire
2	Site authorization under MSW Rules	State Pollution Control Board	Authority
3	License in accordance with the rules and provisions of Labour (Regulation and Abolition) Act, 1970	Ministry of Labour & Employment	Concessionaire
4	Consent to establish under Air and Water Act	State Pollution Control Board	Concessionaire
5	NOC from State Fire Services	Directorate of Fire Services	Concessionaire
6	Disaster Management Plan	State Disaster Management Authority	Concessionaire
7	Vehicle Registration	Road Transport Office	The Authority/ Concessionaire
8	Electricity Approval	Discom	Concessionaire
9	Open Access Agreement	State Electricity Regulatory Commission	Concessionaire
10	Airport Authority Clearance	Air Traffic Control/Airport Authority of India	Concessionaire
11	Industrial Setup Approval	Department of Industries	Concessionaire
12	All drawings and document approval	Authority	Concessionaire
13	Water Supply	Municipal Authority	Concessionaire

**Schedule 3 - Proforma of Bank Guarantee in lieu of Performance Security for  
Construction Works**

*(Refer Clause 9)*

*(On Stamp Paper of Appropriate Value as per Indian Stamp Act, 1899 and as amended from time to time from Nationalized Bank & operatable in Vijayawada/ Andhra Pradesh)*

To,  
Vijayawada Municipal Corporation  
Jawaharlal Nehru Buildings,  
Canal Road  
\_\_\_\_\_ District,  
Pin : \_\_\_\_\_

1. In consideration of the Vijayawada Municipal Corporation (VMC), a Company incorporated under the Companies Act 1956 (1 of 56) and having its registered Office at \_\_\_\_\_ (hereinafter called the 'Authority' which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Concession Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between M/s \_\_\_\_\_ (Name of Agency) (hereinafter called the 'Concessionaire' which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns / (its successors and assigns) and the Employer in consideration with \_\_\_\_\_ (Name of Work). (hereinafter called the said "Concession Agreement") to accept a deed of Guarantee as herein provided for Rs. \_\_\_\_\_ by \_\_\_\_\_ (Name of the Nationalized / Scheduled Bank, - \_\_\_\_\_ Branch) towards Performance Security for Construction Works, for the due fulfillment by the Concessionaire of the terms and conditions contained in the said Concession Agreement, We, \_\_\_\_\_ (Name of Bank and detailed address) the Bank constituted and established under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1979 (hereinafter referred to as the 'said Bank') and having our Head Office at \_\_\_\_\_ (address) at the request of M/s. \_\_\_\_\_ (Name of Agency) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reasons of any breach or breaches by the said Concessionaire(s) of any of the terms or conditions contained in the said Concession Agreement and to unconditionally pay the amount claimed by the Employer on demand and without demur to the extent expressed.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to, or would be caused to or suffered by the Employer by reasons of breach by the said Concessionaire(s) of any of the terms or condition contained in the said Concession Agreement or by reasons of the Concessionaire(s) failure to perform the said Concession Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount

not \_\_\_\_\_ exceeding  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only).

3. We, \_\_\_\_\_ (Name of Bank) further agree that the Employer shall be the sole judge of and as to whether the Concessionaire has committed and breach of any of the terms and conditions of the said Concession Agreement and the extent of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the Concessionaire has committed such breach and as to the amount or amounts of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Employer from time to time shall be final and binding on us.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal unequivocal, without demur. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Concessionaire(s)/ Supplier(s) shall have no claim against us for making such payment.
5. We, \_\_\_\_\_ (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the Concession Agreement Period including extensions in time limit if any & also till such time the Taking Over Certificate is issued for the whole completed work including that would be taken from the performance of the said Agreement and shall continue to be enforceable till all the dues of the Employer under or by the said Agreement have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (indicate the Authority & Administrative Department) certified that the terms and conditions of the said Concession Agreement have been fully and properly carried out by the said Concessionaire(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (Concession Agreement period + claim period) we shall be discharged from all liability under this guarantee thereafter.
6. We, \_\_\_\_\_, further agree with the Employer, that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Concessionaire(s) from time to time or to postpone for any time any of the powers exercisable by the Employer against the said Concessionaire(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted the said Concessionaire(s) or for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said Concessionaire(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
7. This guarantee will not be discharged due to the change of the constitution of the Bank or the Concessionaire(s) /Supplier(s).
8. This guarantee is valid till \_\_\_\_\_ (completion due) unless a suitable action to enforce the claim under this guarantee is made within six months from completion date i.e. up to \_\_\_\_\_ (date) all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

9. We, \_\_\_\_\_ (Name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Employer in writing. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**FOR & ON BEHALF OF BANK**

The above guarantee is accepted

**For and on behalf of the Employer**

(Name & Designation) Date:

**Schedule 4- Proforma of Bank Guarantee in lieu of Performance Security for Operation & Maintenance Requirements**

*(Refer Clause 9)*

*(On Stamp Paper of Appropriate Value as per Indian Stamp Act, 1899 and as amended from time to time from Nationalized Bank & operatable in Vijayawada / Andhra Pradesh only)*

To,  
 Vijayawada Municipal Corporation  
 Jawaharlal Nehru Buildings,  
 Canal Road  
 \_\_\_\_\_ District,  
 Pin : \_\_\_\_\_

1. In consideration of the Vijayawada Municipal Corporation, a Company incorporated under the Companies Act 1956 (1 of 56) and having its registered Office at \_\_\_\_\_ (hereinafter called the 'Authority' which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Concession Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between M/s \_\_\_\_\_ (Name of Agency) (hereinafter called the 'Concessionaire' which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns / (its successors and assigns) and the Employer in consideration with \_\_\_\_\_ (Name of Work). (hereinafter called the said "Concession Agreement") to accept a deed of Guarantee as herein provided for Rs. \_\_\_\_\_ by \_\_\_\_\_ (Name of the Nationalized / Scheduled Bank, \_\_\_\_\_ Branch) towards Performance Security for Operation & Maintenance Requirements, for the due fulfillment by the Concessionaire of the terms and conditions contained in the said Concession Agreement, We, \_\_\_\_\_ (Name of Bank and detailed address) the Bank constituted and established under the Banking Companies (Acquisition. and Transfer of Undertaking) Act, 1979 (hereinafter referred to as the 'said Bank') and having our at \_\_\_\_\_ (address) at the request of M/s. \_\_\_\_\_ (Name of Agency) do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reasons of any breach or breaches by the said Concessionaire(s) of any of the terms or conditions contained in the said Concession Agreement and to unconditionally pay the amount claimed by the Employer on demand and without demur to the extent expressed.
2. We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to, or would be caused to or suffered by the Employer by reasons of breach by the said Concessionaire(s) of any of the terms or condition contained in the said Concession Agreement or by reasons of the Concessionaire(s) failure to perform the said Concession Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank

under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, \_\_\_\_\_ (Name of Bank) further agree that the Employer shall be the sole judge of and as to whether the Concessionaire has committed and breach of any of the terms and conditions of the said Concession Agreement and the extent of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the Concessionaire has committed such breach and as to the amount or amounts of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Employer from time to time shall be final and binding on us.
4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Concessionaire(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal unequivocal, without demur. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Concessionaire(s)/ Supplier(s) shall have no claim against us for making such payment.
5. We, \_\_\_\_\_ (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the Concession Agreement Period including extensions in time limit if any & also till such time the Taking Over Certificate is issued for the whole completed work including that would be taken from the performance of the said Agreement and shall continue to be enforceable till all the dues of the Employer under or by the said Agreement have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (indicate the Authority & Administrative Department) certified that the terms and conditions of the said Concession Agreement have been fully and properly carried out by the said Concessionaire(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (Concession Agreement period + claim period) we shall be discharged from all liability under this guarantee thereafter.
6. We, \_\_\_\_\_, further agree with the Employer, that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Concessionaire(s) from time to time or to postpone for any time any of the powers exercisable by the Employer against the said Concessionaire(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted the said Concessionaire(s) or for any forbearance act or omission on the part of the Employer or any indulgence by the Employer to the said Concessionaire(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
7. This guarantee will not be discharged due to the change of the constitution of the Bank or the Concessionaire(s) /Supplier(s).
8. This guarantee is valid till \_\_\_\_\_ (completion due) unless a suitable action to enforce the claim under this guarantee is made within six months from completion date i.e. up to \_\_\_\_\_ (date)

all yours rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

9. We, \_\_\_\_\_ (Name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Employer in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**FOR & ON BEHALF OF BANK**

The above guarantee is accepted

**For and on behalf of the Employer**

(Name & Designation)

Date :

## Schedule 5- Project Completion Schedule

(Refer Clause 14.2)

### 5.1 Project Completion Schedule

The milestones stated in the table below are tentative and Concessionaire can start some of the activities simultaneously to meet the Project Completion Schedule and achieve COD on or before the dates specified in this agreement.

Scheduled COD would be 24 months from the Appointed date.

<b>Project Milestone</b>	<b>Scheduled Completion Timeline</b>	<b>Financial Milestone Achieved</b>
Project Milestone I	Within 365 days from the Appointed Date	64% of financial progress achievement
Project Milestone II	Within 730 days from the Appointed Date	36% of financial progress achievement

- a. The contractor shall furnish the detailed construction programme / schedule using Bar Chart/ CPM/ PERT technique in M.S. Project or in Latest Software format in quadruplicate indicating month wise physical and financial planned target to be achieved.
- b. The contractor shall furnish work progress photographs.

**Schedule 5 A - Detailed Grant/VGF Dispersal Mechanism**

1. A Capital Grant under the VGF Scheme shall be disbursed only after the Private Sector Company has subscribed and expended all the equity contribution required for the Project and will be released in proportion to debt disbursements by Lead Financial Institution.
2. The Grant will be released to the Escrow account only after the recommendations of the Sponsoring Authority.

### Schedule 6 – Drawings

(Refer Clause 14.2)

Sl. No.	Description
1.	<b>Processing and Treatment Facility</b>
a)	General layout and construction details such as fencing /boundary wall, building sectional view, etc
b)	Detail Structural Drawing; Mechanical, Electrical and Plumbing (MEP) Drawing
c)	Plantation and green belt area with species details
d)	Facilities drawing like internal roads, machinery, weighbridges, maneuvering of vehicles, MRF, processing/ treatment, Waste to Electricity Plant, recycling, etc
e)	Utilities drawing such as security arrangement, restroom, etc
f)	Electric supply, water supply, storm water drainage, leachate treatment, etc
g)	Any additional facilities drawing provided by Concessionaire such as rainwater harvesting, solar power or/wind power, etc

**Note:** Drawing- mean all the drawings including working drawings for the Project Facilities, designs, calculations, and documents pertaining to the Project in accordance with the Construction and O&M Requirements based on the Manual of Design Input.

## Schedule 7 – Tests

*(Refer Clause 16.1)*

### 7.1. Tests

- 7.1.1. For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance.
- 7.1.2. In the event that results of any tests conducted, any defects or deficiencies in the Construction Works observed, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer on this behalf.
- 7.1.3. During the Construction Period, Independent Engineer to carry tests to determine whether the Construction is being carried out in conformance with the Construction Requirements given in the Schedules to this Agreement and whether the Construction Milestones of the Project have been achieved.
- 7.1.4. At least 90 (ninety) days prior to the likely completion of the Project Facilities, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Facilities to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire and notified to Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests.
- 7.1.5. Before the civil construction starts, the Concessionaire shall need to follow the entire standard tests such as soil investigations, ground water levels, hydro-geological tests, concrete grades tests, etc.
- 7.1.6. The Concessionaire shall arrange the tests as per recommendations of the manufacturer of all electrical and mechanical machinery and equipment, and the test results shall be recorded in the presence of the Independent Engineer.
- 7.1.7. The Concessionaire shall arrange the tests of electrical equipment as per the requirement of the supply company and the test reports shall be furnished to them to get the electric supply. Similarly, any test required to be carried out as per Supply Company requirements shall be carried out in presence of the Independent Engineer.
- 7.1.8. All tests in relation to the electrical equipment shall be conducted by the licensed electrical contractors only.
- 7.1.9. The relevant tests to be conducted shall be finalized by the Concessionaire in consultation with the Independent Engineer from time to time.



**Schedule 8 - Completion Certificate**

(Refer Clauses 16.2 and 16.3)

**8.1. Completion Certificate**

1. I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated..... (the—**Agreement**), for **Development of 15 MW Waste to Energy Plant (WTE) at Vijayawada on PPP basis**, through.....(Name of Concessionaire), hereby certify that the Tests specified in **Article 15** and **Schedule 7** of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the .....Day of..... 20.....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the **INDEPENDENT ENGINEER** by:

(Signature)

(Name)

(Designation)

(Address)

## Schedule 9 - Construction Requirements

### 9.1 General

- 9.1.1 The facilities to be provided in the Waste to Electricity Facility, which is to be implemented by the Concessionaire as part of the Project, have been highlighted in this Schedule.
- 9.1.2 The Concessionaire shall adhere to all applicable rules, regulations, acts, guidelines, standards, and laws which are applicable for this Project. Some of these important rules, regulations, acts, guidelines, standards, etc. are as follows:
- 9.1.2.1. All applicable rules, regulations, acts, guidelines, standards and laws of GoI and the GoAP
  - 9.1.2.2. All applicable Indian Standards (IS)
  - 9.1.2.3. All applicable standards by the Bureau of Indian Standard (BIS)
  - 9.1.2.4. All norms of the Indian Road Congress (IRC)
  - 9.1.2.5. All norms of the National Building Code (NBC)
  - 9.1.2.6. SWM Rules,2026
  - 9.1.2.7. Environment (Protection) Act,1986
  - 9.1.2.8. Environment (Protection) Rules,1986
  - 9.1.2.9. EIA Notification, 2006 and amendments
  - 9.1.2.10. Guidelines and recommendation of Central Public Health & Environmental Engineering Organization (CPHEEO), MoUD, GoI
  - 9.1.2.11. Electricity Rules,2005
  - 9.1.2.12. Electricity Act, 2003
  - 9.1.2.13. Guidelines of the Andhra Pradesh Electricity Regulatory Commission (APERC)
  - 9.1.2.14. All applicable norms of the Central Electricity Authority (CEA)
  - 9.1.2.15. All applicable rules, regulations, acts, guidelines, standards of Central Pollution Control Board (CPCB) and State Pollution Control Board (SPCB)
  - 9.1.2.16. Motor Vehicle Act and Vehicle Emission Control
  - 9.1.2.17. Labor Laws–Minimum Wages, Contract Labor Abolition and Regulations
  - 9.1.2.18. Construction standards by AP Public Works Department and VMC and any other state government departments

## 9.2 Processing facility

9.2.1 The Concessionaire shall prepare the design and engineering drawings during the preparation period. At a minimum, it is required that the Concessionaire provide the following engineering drawings as follows:

9.2.1.1 **Location and Vicinity Maps:** These shall show the site location and vicinity. The vicinity map should include the site boundary and all major roads, structures, industries, commercial and residential areas within a 2 km radius of the site.

9.2.1.2 **Site Layout:** These shall show locations and dimensions of all proposed site structures including roads, buildings, fencing, amenities, utilities, etc.

9.2.1.3 **Construction Phasing Plan:** These shall provide the ultimate use of the site in a planned phasing approach. Interfacing of construction and operation shall be noted.

At a minimum, it shall require an overall drawing (recommended scale 1:100) as well as construction phase drawings (recommended scale 1:100) showing the construction phasing details. The construction phasing details shall include details on processing facility development, phasing of cells, leachate collection system, roads, and all other components of the processing facility.

9.2.1.4 **Layout Plans and Structural drawings:** These shall be the layout plan and structural drawings for all the components of processing facility.

9.2.1.5 **Leachate Management Plan:** The Concessionaires shall provide a drawing (recommended scale 1:100) that shows the leachate collection, transport, and treatment system. This plan shall include all inverts of the collector pipes, transport pipes, manholes, tanks, etc. The Concessionaire shall be responsible for meeting all permitting requirements for leachate treatment.

9.2.1.6 **Odor Control Management Plan:** This plan shall show odor control **mechanism** and management plan (recommended scale 1:100)

9.2.1.7 **Construction Details:** These shall show liner anchorage details, leachate management and treatment system, roadways, other infrastructure, etc. (recommended scale 1:100)

9.2.1.8 **Inert waste management Plan:** The Concessionaires shall provide a drawing (recommended scale 1:100) that shows the Sanitary landfill site. The Concessionaire shall be responsible for meeting all permitting requirements for Sanitary Landfill Site.

### 9.2.2 Quality Control

During all construction of Processing Facility activities, the Concessionaire shall be responsible for maintaining quality control over all suppliers, services, site conditions, and workmanship. The Concessionaire shall prepare a construction and quality control plan that describes the QA/ QC measures that will be employed during construction. Require that the Concessionaire should submit the plan to the Authority for approval. QA/ QC plan procedures and requirements should include the following:

- 9.2.2.1 Continuous inspection and field supervision by qualified personnel provided by the Concessionaire.
- 9.2.2.2 Laboratory testing of construction materials.
- 9.2.2.3 Utilizing experienced Concessionaires and workers having a minimum of 5 years of experience in their profession or trades.
- 9.2.2.4 Conformance to manufacturer's installation QC procedures. Facility Construction: The Concessionaire must construct the facilities in strict accordance with the approved design drawings by the Independent Engineer. They shall also be advised that any changes of the approved design would require approvals.

### 9.2.3 Construction Phasing Plan

- 9.2.3.1 For each phase, the Concessionaire shall prepare engineering drawings that will be presented to Independent Engineer for review and approvals.
- 9.2.3.2 The construction phasing plan shall demonstrate that the site has sufficient disposal capacity. The phasing plan shall show how interfacing of the construction and operation would take place.
- 9.2.3.3 Concessionaire is responsible for providing appropriate engineering drawings (recommended scale 1:100) showing cell construction details including profile of the cell leachate collection pipes, lateral drawings layers, perimeter roads, and access roads and other important details. The final cover system shall be based on the recommendations of MoEF and CPHEEO Manual.
- 9.2.3.4 The office building shall be a permanent structure and shall be equipped with an office area for facility management and supervisory control.
- 9.2.3.5 The Concessionaire is responsible for design and construction of on-site utilities and facilities.

#### 9.2.4 On-Site Access Road

It is also required that the design include an appropriate access road from the site entrance to the various units / facilities within the premises. This access road shall be designed to accommodate vehicles having a minimum 40 tonne gross weight. The access road shall be at a minimum of 15m wide to handle two-way transfer trailer traffic from the scale house to the various units / facilities. The access road shall be designed and constructed to include ditching and drainage.

#### 9.2.5 Site Access Road

Through the service specification, it shall require that the access road design allow for two way traffic to and from the facilities and shall be designed to accommodate vehicles having a minimum 40- tonne gross weight.

#### 9.2.6 Site Fencing

The processing facility shall be fully secured by boundary wall and wire mesh fencing having a height of at least 2.4m above plinth area with top 0.6 m being barbed wire fencing with mild steel angles.

#### 9.2.7 Storm Water Drainage and Rainwater Harvesting System

The Concessionaire shall design and implement a storm water drainage and rainwater harvesting system within the processing facility.

#### 9.2.8 Lighting

The Concessionaire shall provide adequate lighting system to achieve the lux levels, specified in the Indian Standard Codes (latest versions) of SP-30 and IS 6665-1972 for the different working areas, achieve a minimum lux level of 20 for the working area and street lighting with permanent steel light posts for internal roads and access roads.

#### 9.2.9 Green Belt

The species of the trees for providing vegetative cover shall be approved by the Independent Engineer and as listed in EIA Report. The green cover requirements within the processing facility shall be minimum of 3 m wide along the site boundary. Garden/lawns wherever possible shall be created to improve the aesthetics.

### 9.3 Procedure

9.3.1 Before commencement of any construction activity, the Concessionaire shall finalize a construction plan for the Project (the **Construction Plan**) in consultation with the Independent Engineer. The Construction Plan shall, inter alia, include a detailed plan of implementation for putting up and operationalizing the Project, which shall specify at least four major milestones.

9.3.1.1 Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project- related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration

and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management and quality control),

- 9.3.1.2 A broad method statement for key items (including earth works, concrete works, structural concrete work, and road works) setting out the methodology of construction, materials and construction equipment mobilization/ utilization plans;
- 9.3.1.3 Details of the quality assurance and Plan and quality control procedures and
- 9.3.1.4 Format of the Monthly Project Progress Report giving details of the physical progress in implementation of the Project and operations and maintenance activities undertaken (Monthly Project Progress Report).
- 9.3.1.5 Prior to commencement of any implementation/ construction, the Concessionaire shall also finalize in consultation with the Independent Engineer an appropriate schedule for submission of all the documents for review.

### **9.3.2 During Construction**

The Concessionaire shall:

- 9.3.2.1 ensure that the construction of the Project is undertaken with no inconvenience to the traffic;
- 9.3.2.2 take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third-party rights and properties ;
- 9.3.2.3 ensure adequate safety of the personnel deployed which would include measures such as the provision and maintenance of barricades, and illumination during night in consultation with the Independent Engineer;
- 9.3.2.4 adhere to the Construction Plan and O&M Plan ;
- 9.3.2.5 Deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the Independent Engineer/ The Authority.

### **9.3.3 Positions and Levels**

The Concessionaire shall be responsible for:

- 9.3.3.1 The accurate setting-out survey control points, lines and levels of reference;
- 9.3.3.2 The correctness of the positions, levels, dimensions and alignment of all Components of the Project

- 9.3.3.3 The provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities
- 9.3.3.4 At any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any component of the Project, the Concessionaire, on being asked to do so by the Independent Engineer, shall at his own cost, rectify such errors to the satisfaction of the Independent Engineer
- 9.3.3.5 The checking of any setting-out or of any line or level by the Independent Engineer shall not in any way relieve the Concessionaire of his responsibility for the accuracy there of and the Concessionaire shall carefully protect and preserve all benchmarks, sight rails, pegs and other materials used in setting-out the works.

#### 9.3.4 Tests

**Various tests** (Tests) would be undertaken for the Project as per the standards prescribed under Applicable Laws. Where no testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective works or part thereof shall be agreed upon with the Independent Engineer prior to implementation/construction.

#### 9.3.5 Reporting Requirements and Documents to be provided

- 9.3.5.1 During the Construction Period, the Concessionaire shall submit to the Independent Engineer/ the Authority, Monthly Project Progress Reports (for each calendar month or part thereof) within 5 working days of the last day of the month.
- 9.3.5.2 The report shall review the progress made, identify slippages, if any, and Project the future activities to be undertaken (including rectifications), construction activities undertaken and would, inter alia, include all studies, surveys, investigations, and test carried out.
- 9.3.5.3 The Concessionaire shall submit the copies of documents in the form of three hardcopies (printed) and two in electronic form.

#### 9.4 Schedule for Land Requirement at the Proposed Site

Purpose of land hand over	Milestone for land transfer	Land (Hectare)
Construction of the Processing Waste-to-Electricity Facility	Appointed Date	----
Green Belt		
SLF	Appointed Date	----

## Schedule 10 - Operation and Maintenance Requirements

### 10.1 General

The Concessionaire shall comply with the O&M requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the Project is operated and maintained to the standards and specifications as set out in the Construction Requirements and also meet the other requirements, if any, set out in the Agreement.

In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project, the Concessionaire shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will:

- 10.1.1 Ensure the safety of personnel deployed on and users of the Project or part thereof;
- 10.1.2 Keep the equipment and machinery employed for the Project from undue deterioration and wear and tear;
- 10.1.3 Permit unimpaired performance of statutory duties and functions of any Party in relation to the Project;

During the Concession Period, the Concessionaire shall, in respect of the Project, ensure that:

- 10.1.4 Applicable and adequate safety measures are taken
- 10.1.5 Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project components, due to any of its actions, is minimized.
- 10.1.6 Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/ minimized.
- 10.1.7 Disturbance or damage or destruction to property of third party by operations of the Project or Project components is controlled/ minimized.
- 10.1.8 Data relating to the operation and maintenance of the Project is collected
- 10.1.9 All materials used in the operation, maintenance of any of the Project. component shall meet the Construction Requirements.
- 10.1.10 The personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire to meet the O&M Requirements.

## 10.2. Operations & Maintenance Manual and Plans

The Concessionaire shall finalize the O&M Plan and the O&M Manual for the Project in the manner as set out below:

- 10.2.1. Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalize in consultation with the Independent Engineer:
  - a. The O&M Manual (including the formats for the reports to be submitted during the Operations Period and the Post Closure Period)
  - b. The O&M Plan for the first five years of operations and shall be modified for subsequent year
  - c. If applicable, the month-on-month maintenance schedule for each module of Waste to Energy plants for the first five years of the Concession Period.
- 10.2.2. Six weeks prior to the anniversary of COD each year, the Concessionaire shall submit to the Independent Engineer and The Authority an annual O&M Plan for the next year of operations.

## 10.3. General Requirements

### 10.3.1. Installation of Closed-Circuit Television Cameras

The Concessionaire shall install a closed-circuit television camera at Processing Facility Input and Output Weighbridges to record the vehicles being weighed. The camera shall record clearly the registration details of the vehicle and face of the vehicle driver along with time. At the end of each day, a back-up copy of the closed-circuit television camera recording of the day shall be produced on compact disc (CD).

### 10.3.2. Weighing of Vehicles at the Processing Facility –All incoming and outgoing vehicles to the Processing Facility shall be weighed, inspected and cleaned regularly.

### 10.3.3. Maintenance of Structures

- a. The CC, RCC, Masonry, Steel and other structures with the Processing Facility shall be reported to the Independent Engineer and shall be maintained in good conditions.
- b. The CC, RCC, Masonry and other structures shall be checked for cracks and other deformations and shall be attended immediately
- c. Periodic maintenance including plastering, cementing, painting, etc. shall be done for CC, RCC, Masonry and other structures periodically (at least once in two years)
- d. Periodic maintenance including welding, riveting, painting, etc. shall be done for steel structures periodically (at least once in two years)

#### 10.3.4. Maintenance of Utilities and Services

The utilities and services like water supply, lighting, green belt, etc. within the Processing facility shall be attended immediately for any repairs and shall be maintained in good conditions.

#### 10.3.5. Maintain Hygienic and Aesthetic Conditions

The MRF, Processing Facility shall be maintained hygienic and aesthetic conditions by taking proper measures as suggested by the Independent Engineer.

#### 10.3.6. Hazardous Waste Disposal

The Concessionaire shall dispose of the Hazardous Waste generated by the processing units of MSW and/or any other waste such as batteries, used oil in machineries, etc, under the Hazardous Waste (Management and Handling) Rules, 1989.

### 10.4. Cleaning and Maintenance Requirements

The Concessionaire shall plan and execute cleaning and maintenance procedures ensuring, that

10.4.1 The buildings, structures, seeded and planted areas, paved and un-paved traffic areas etc. are maintained clean and proper without damages, that may impede their functionality or appearance.

10.4.2 All moving or fixed equipment and machinery are maintained clean and in good working condition.

10.4.3 All service facilities, e.g., outdoor sewage system, leachate management system, etc., are inspected regularly, cleaned and maintained.

10.4.4 Every day at closing time the internal roads and other paved areas shall be inspected, and any spillage of MSW shall be collected and disposed properly.

### 10.5. Monitoring Procedures

The monitoring at integrated facility shall be carried out during implementation/ Construction Period, Operation Period and Post Closure Period. The monitoring plan shall be prepared in accordance to the applicable State Pollution control Board requirements.

### 10.6. Management of Labor and Prevention of Accidents

The Concessionaire shall comply with all the provisions of the laws regarding deployment of labour under the contract; the Abolition of Contract Labour Act, the Minimum Wages Act, The Workmen's Compensation Act and the provisions of the MSW Rules 2016.

It shall be the liability and responsibility of the Concessionaire to implement the provisions of these acts. In addition to;

- a. The Concessionaire shall not employ in connection with the work any person who has not completed 18 years of age
- b. The Concessionaire shall furnish to the Authority; information on the various categories of labor employed by him and the facilities given to the employees in the form prescribed for the purpose at such intervals as may be specified in the work specification.
- c. The Concessionaire shall keep all records desired under the said labor laws and submit periodical returns to the respective statutory authorities.
- d. The Concessionaire shall in respect of labor employed by him comply with provisions of the various labor Laws and the Rules and Regulations as applicable to them in regard to matters provided therein and shall indemnify Authority in respect of all claims that may be raised against Authority for non-compliance thereof by the Concessionaire.

The Concessionaire shall report and register all occurrences of;

- a. Accidents involving risks for human health and security.
- b. Other incidents connected with occupational health and security; an
- c. Unscheduled interruptions to the planned operations including fires, explosions, break- down of vehicles, break-down of essential machinery & equipment, etc.

The reports shall be forwarded to the Authority & relevant authorities. The registered information shall be kept in the "Report Book". The accident and other incident record formats and record keeping procedure shall be approved by the Authority

#### **10.7. Facilities and Benefits for the Work Force Employed**

The Concessionaire shall furnish the details of the work force employed for the work defined in this document – details of the workers including those for supervision before commencing the work.

Each person (including Supervisor) deployed on this work shall be provided the following facilities.

- a. Uniform with ID approved by the Authority (visible distinctly at night)
- b. Safety and protective gears

**10.8. Training, Social Programmes and Public Grievances**

- a. Fortnightly/ Monthly public awareness program details to be provided to the Authority by the Concessionaire one month prior to such program throughout the Concession Period
- b. The Concessionaire shall provide community and training center within the Project Site wherein multiple employments related capacity building and training activities shall be undertaken and necessary skills shall be imparted.
- c. The Concessionaire shall provide an employment opportunity based on training and skill assessment. The secondary employment and/or business opportunity shall be created through the facility operator or support services.
- d. The Concessionaire shall provide training and awareness to labors at plant, which should be a continuous activity and maintain the records
- e. The Concessionaire shall setup MSW management and innovation center for everyone which will be useful to locals, students and others who would wish to work in this field
- f. The Concessionaire shall give prior importance to neary population to get involved in the activities of horticulture, garden maintenance, energy management, etc. at the Project Facilities.
- g. The Concessionaire shall involve the NGOs, Govt. organizations, representative of local gram panchayats, Dist. Collector Officers, etc. in consultation with the Authority for training and public awareness program.
- h. The Concessionaire shall maintain health records of all the artisans and labor staff. The health record formats and record keeping procedure shall be approved by Authority /concerned medical representative.
- i. The Concessionaire should create a system to register public grievances and redressal system.

**Schedule 11- Operational plan**

(To be submitted by the Concessionaire)

The operational plans should include the following key points:

- a) Collection Facility –
  - Assured Quantity of waste for 20 years of operations period shall be estimated by the Concessionaire in consultation with the Authority
  - Waste Acceptance and Rejection Plan
  - Machineries/equipment operational plan
- b) Processing Facility –
  - Number of processing lines and their operational plan for MRF
  - Number of processing lines and their operational plan for processing Waste to Energy
  - Machineries/equipment operational plan
  - Routine and break down maintenance plan
- c) Environmental Management Plans
  - Monitoring plan
  - Quick response mechanism
  - Maintenance plan for plantation and greenbelt
  - Health and safety plan
  - Pollution control units and their operational plan
- d) Disaster Management Plan
- e) Month-on-month maintenance schedule of Waste-to-Energy plants, if applicable

## Schedule 12- Performance Standards and Damages

### 12.1. Performance Standards

- 12.1.1. The Concessionaire shall have the following requirements related to Operations and Maintenance of the Transfer Stations
- a. The Concessionaire shall ensure that a calibration test of the weigh bridges at the Processing Facility are carried out twice in a year starting from the appointed date and a copy of the calibration test result is submitted to authorize representative immediately after the test. Stamping of weighbridge shall be done through Weights and Measures Department (WMD), State Government.
  - b. Appointed agency/ project monitoring agency shall carry out an audit of the weigh bridge data maintained and made available by the Concessionaire at least once in every month starting from the appointed date and submit the result of such audit to Authority.
- 12.1.2. The Concessionaire shall have the following specific requirements related to Operations and Maintenance of the Processing Facility:
- a. The Concessionaire shall ensure that the MSW Processing is in compliance with Solid Waste Management Rules, 2026 and the terms and conditions of this Agreement.
  - b. The Concessionaire shall ensure MSW is processed and power is generated from Waste to Energy Plant subject to no Event of Default by the discom's side as per terms and conditions of PPA.
  - c. The Concessionaire shall ensure that the process of MSW should be continuous and will not emit smell, odor, and all precautionary measure shall be taken to ensure that such nuisance will not be create.
  - d. The process remnants shall not be stored and shall be disposed off at Scientific Landfill immediately.
  - e. The Concessionaire shall ensure that the quality of compost shall conform to compost quality standards and shall not be stored more than the shelf life. The Concessionaire shall ensure that the off -take arrangement of the produced compost is in place (in case composting is being adopted for processing).
  - f. The Concessionaire shall ensure that the Waste to Energy Plant is in compliance with the guidelines of Ministry of New and Renewable Energy, Government of India (in case waste to energy approach is being adopted for processing).

- g. The Concessionaire shall ensure that proper pollution control measures are installed and operated for Proposed Technology.
- h. The Concessionaire shall free to sell products such as, energy (power) and/ or other material recovered after processing the MSW, at the Project Facilities at such price and to such persons/ organizations and using such marketing and selling arrangements and strategies as it may deem appropriate.
- i. The Concessionaire shall process the recyclables materials such as plastics, paper, or other materials with as environmentally sound processing at the plant site.
- j. The Concessionaire shall ensure that a calibration test of the weigh bridge is carried out twice in a year starting from the Appointed Date and a copy of the calibration test result is submitted to authorize representative immediately after the test. Stamping of weighbridge shall be done through Weights and Measures Department (WMD), State Government.
- k. Appointed agency/ project monitoring agency shall carry out an audit of the weigh bridge data maintained and made available by the Concessionaire at least once in every month starting from the COD.
- l. The Concessionaire shall undertake to ensure that the remnant disposed in the Landfill does not exceed 20% of the total MSW received at the Processing Facility and also the quantity of MSW measured at the Landfilling Weighbridge shall not be less than 2% of the MSW quantity measured at the Processing Output Weighbridge
- m. The Concessionaire shall be liable to Damages if it exceeds more than 20%.
- n. The Concessionaire shall ensure that it maintains daily records of the quantities of MSW and submit the same to the Appointed agency/ project monitoring agency on a Monthly Basis, before the expiry of 2 (Two) working days from the end of the Month:
  - o. Quantity of MSW at the input of Processing Plant
  - p. Quantity of MSW received at the Scientific Landfill facility
- q. The daily records of receipt of the MSW at Processing Facility shall be maintained shift-wise by preparing respective data sheets
- r. Appointed agency/ project monitoring agency shall review the records and certify the same within 3 (Three) working days of submission.

- s. With effect from the COD, the Concessionaire shall not suspend at any time receiving of MSW at the Processing Facility on any day during the Concession Period

## **12.2. Damages**

A key objective of the facility is to reduce the environmental impact of Municipal Solid Waste. The Performance Standards for which the Authority has zero tolerance and violation of which could lead to termination are as described in the table below:

Performance Standards	Acceptable Level	Cure Period	Penalty	Tracking mechanism	Event of Default
<b>Processing Plant</b>					
1) Suspension of MSW Processing	Incidence in $\leq 16$ Shifts per Year and $\leq 6$ continuous shifts	Operation Performance Security at the Rate of 0.2% Each day's default subject to a maximum of 5%.	Daily Report	Event of Default in case $>20$ shifts per Year or $>8$ Continuous Shifts	1) Suspension of MSW Processing
2) Total quantity of unprocessed MSW stored at the Processing Plant	$\leq 20$ days of MSW quantity (calculated from the 15 days trailing average)	7days	Operation Performance Security at the Rate of 0.2% Each day's default	Daily Report	Event of Default in case not cured in the cure Period
3) Noncompliance to compost quality standards, if applicable	No variation	180 days	Operation Performance Security at the Rate of 0.1% Each day's default	Checks conducted by Independent Engineer And other agencies	Event of Default in case not cured in The cure Period quantity received .*
<b>Environmental Compliance and Other Compliance</b>					
4) Non compliance to air quality standards	No variation	30 days	Operation Performance Security at the rate of 0.2% each day's default	Checks conducted by Independent Engineer and other	Event of Default in Case not cured in the cure

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5) Non compliance to ground water quality standards	No variation	30 days	Operation Performance Security at the rate of 0.2% each day's default	Checks conducted by Independent Engineer and other agencies	Event of Default in Case not cured in the cure period
6) Non compliance to any other applicable standards	No variation	30 days	Operation Performance Security at the rate of 0.2% Each day's default	Checks conducted by Independent Engineer and other agencies	Event of Default in Case not cured in the cure period

\*Unless the 7-day trailing average of MSW quantity received at the Processing Input Weighbridge is greater than the Obligated Quantity.

Additional Performance Standards and the associated penalty are described in the table below

Performance Standards	Acceptable Level	Penalty	Tracking mechanism
<b>MSW Processing Plant</b>			
1) Instances of downtime of weighbridges (at the Processing Plant) when standby arrangements are also not Operational	Nil	Operation Performance Security at the rate of 0.1% each day's default	Daily Report
2) Downtime of MRF	≤15shifts	Operation Performance Security at the rate of 0.1% each day's default	Daily Report
3) Downtime of any module of the Processing Plant	≤90days	Operation Performance Security at the rate of 0.1% each day's default	Daily Report
4) Instances when recyclables are sold in loose form	NIL	Operation Performance Security at the rate of 0.1% each day's default	Random Checks

Note:

1. Duration of one shift is considered to be 8 hours

### Schedule 13- Safety Requirements

(SOURCE – Model RFP and concession agreement for Integrated Solid Waste Management Project, MOHUA, GOI)

#### 13.1. Safety Requirements

Concessionaire is responsible for maintaining an incident/ hazard free work environment. In compliance with these provisions, the Concessionaire shall comply with the latest edition of the Contractor Safety Requirements and perform the following:

- 13.1.1. Concessionaire is expected to pre-plan all work to minimize the potential for personal injury and property damage.
- 13.1.2. Develop the plan in a Project specific nature, which is designed to anticipate and identify hazards before work begins. Know in advance what measures will be taken to eliminate hazards or adequately control the anticipated risks for each scope of work. This information shall include, but is not limited to: scope of work, sequence of activities, site specific fall protection, high angle rescue procedures, safety control methods, training records, competent persons, lead abatement, asbestos abatement and excavations. The planning does not stop at the pre- planning stage, but is a continuous process of assessment and evaluation. When changes occur or new hazards are identified during the course of the Project, the work should be suspended while the plan is revised.
- 13.1.3. Ensure all subcontractors, suppliers and vendors are informed of their obligations with regard to safety and of the Contractor Safety Requirements.
- 13.1.4. Plan and execute all work to comply with the stated objectives and safety requirements contained in the Contractor Safety Requirements, contract provisions, federal, state, and local laws and regulations, and standards.
- 13.1.5. Concessionaire or their contractors/subcontractors with 25 or more employees on a single shift will establish a fulltime position of a Contractor Safety Manager to perform safety inspections and training services. In addition, for every additional 100 job site employees added, an additional Safety Management Representative shall be required. In the event that the Contractor has less than 25 employees, the contractor shall appoint an onsite person who along with other concurrent duties shall serve as the Contractor's Safety Representative.
- 13.1.6. Concessionaire shall maintain its own orientation program for its employees that shall include as a minimum a review of (1) hazards present in the area in which they will be working and (2) the personal protective equipment and apparel the workers will be required to use or wear as specified under Occupational Safety and Health Administration (OSHA).

- 13.1.7. Concessionaire shall provide and maintain a chemical and flammable material storage area as described in the Contractor Safety Requirements. Be responsible for the control, availability and use of necessary safety equipment, including personal Protective equipment (PPE) and apparels for the Concessionaire employees
- 13.1.8. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions and a review of any incidents and corrective actions. Additionally, encourage, solicit and follow up on safety related suggestions from Concessionaire employees.
- 13.1.9. Report all injuries and incidents in a timely manner in accordance with federal and/or state laws and regulations and the Contractor Safety Requirements.
- 13.1.10. Analyze all incidents and implement immediate corrective action.
- 13.1.11. Provide job supervisors with appropriate training materials to conduct weekly safety meetings and attend said meetings to evaluate their effectiveness.
- 13.1.12. Review safety meeting reports submitted by job supervisors and take necessary action to ensure that the job supervisors hold meaningful weekly safety meetings.
- 13.1.13. Implement safety-training programs for Contractor supervisors and employees applicable to their specific responsibilities.
- 13.1.14. Maintain list on-site of personnel available for first aid and emergency treatment for injured Contractor employees.
- 13.1.15. Concessionaire will be responsible for providing a safety orientation training session for all workers before they are allowed to begin work. The orientation safety training will be conducted by the authorized representative as suggested by the Authority and will include a summary of the Contractor Safety requirements/ Heads - Up Safety Training and awareness.
- 13.1.16. At a minimum Contractor representative to adequately train its employees according to applicable safety standards. This training may include but is not limited to: fall protection, fire watch, scaffolds, forklifts, excavation, ladders, confined space entry, respiratory protection, OSHA-PSM (Process Safety Management), grounding, shoring and traffic control etc.
- 13.1.17. In the event of a work-related incident resulting in a Contractor employee injury or near miss, Contractors shall notify their Appointed Representative immediately.
- 13.1.18. Contractors shall provide the appointed representative with an initial report of incident, in writing, within 24 hours of the accident. Hard copy or electronic formats are acceptable.

- 13.1.19. Contractors shall provide a completed accident investigation report within three (3) working days of the incident. In the event, their investigation requires more time to investigate due to the complexity of the incident, Contractors shall communicate to the appointed Representative in writing including intimation to higher authorities of Authority. This communication shall include the issues causing the delay and an estimated investigation completion date.
- 13.1.20. All first aid injuries shall be documented for record keeping purposes. In the event a first aid case develops into a contractor employee injury, accident reporting and investigation procedure be initiated as outlined previously.
- 13.1.21. To maintain a safe and healthy work environment in emergency situations, Concessionaire has developed this emergency action plan to help safeguard Contractor employees while working on Authority Sites. All Contractor employees will be trained in the use of this plan and informed of their role in implementing it during their required safety orientation training. This policy is mandatory and must be strictly followed by all Contractors and their personnel while working on Sites.
- 13.1.22. When notified of an emergency evacuation (an audible alarm/verbal announcement will be used by Concessionaire to alert employees of an evacuation), Contractors must immediately evacuate their personnel from the Project Site, perform a head count and report missing personnel to concerned in-charge of the facility and take appropriate steps for investigation. When evacuating any building, structure or job site, employees should utilize the nearest exit to them. Personnel will remain at the designated site until an allclear is announced or further evacuation steps are ordered.
- 13.1.23. Concessionaire shall comply with the latest revision Safety Rules & Procedures Permit. Contractors shall provide adequate fire protection equipment in each of their storage areas, offices and other temporary structures.
- 13.1.24. Concessionaire is responsible for orienting employees on the specific safety rules that must be followed by all persons working on Project Facilities. Other personal protective equipment (PPE) is also required in accordance with the appropriate safety standards and equipment as set by the manufacture's specifications. A list of the minimum personal protective requirements is as follows:
- 13.1.25. The Contractor shall be responsible for providing and ensuring the use of required personal protective equipment for its employees.
- 13.1.25.1. Approved hard hats, shall be always worn while on the Site. It is required that each Contractor use an American National Standards Institute (ANSI) approved hardhat.
- 13.1.25.2. Safety glasses, which meet applicable ANSI standards, are required at all times while on the Site and should include approved side shields. Only clear safety glasses are allowed to be used inside buildings or enclosed

structures. Shaded goggles or hoods may be used while welding or cutting requires. Prescription safety glasses with self-tinting capabilities may be worn on-site.

- 13.1.25.3. PPE shall be worn while travelling from the security gate, while travelling through the plants, working outside or otherwise engaged in work at each station, except in areas specifically designated as PPE not required.
- 13.1.25.4. Contractor's vendors and visitors will be required to meet these same standards.

## Schedule 14 - Environmental and Social Standards

### 14.1. Environmental Standards

- 14.1.1. The Concessionaire shall follow all the environmental standards for processing facility as per Solid Wastes Management Rules, 2026 and any amendments thereto till date.
- 14.1.2. The Concessionaire shall meet the standards during the construction period as per the instruction or suggestion by the Independent Engineer from time to time based on the environmental standards applicable.
- 14.1.3. The Concessionaire shall meet the standards during the operation period as per the instruction or suggestion by the Appointed Agency/ Project Monitoring Agency from time to time as per the design requirement and applicable standards.
- 14.1.4. The Concessionaire shall form the Environmental Monitoring Cell (EMC) to review the effectiveness of environment management system during construction and operation phase of the Project Facilities. Independent Engineer shall be the Governing the Authority over the EMC functions.
- 14.1.5. EMC shall follow the schedule for monitoring and shall meet regularly to review the effectiveness of the EMP (Environmental Monitoring Programme) implementation. The data collected on various EMP measures would be reviewed by EMC and if needed corrective action will be formulated for implementation purposes.
- 14.1.6. The Concessionaire through EMC shall co-ordinate all monitoring programmes at Project Site and data thus generated shall be regularly furnished to the state regulatory agencies. The Environmental Audit reports and review shall be prepared for the entire year of operations and shall be regularly submitted to regulatory authorities.
- 14.1.7. The Concessionaire shall setup a well-equipped laboratory for monitoring and analysis of environmental parameters for air quality, meteorology, water, wastewater, noise, groundwater, etc. based on the overall monitoring requirement.
- 14.1.8. The Concessionaire shall follow the QA/QC procedures for all laboratory services and strive to get the certified laboratory status from quality point of view such as ISO 9000 and other similar standards. The overall goal should also be to acquire the status of certified and recognized laboratory under MOEF, Government of India. The Concessionaire shall strive to get ISO14001 certification for the entire facility.
- 14.1.9. The Concessionaire shall follow the environmental issues with management action along with responsibilities as mentioned in the following table.

<u>Environmental Issues</u>	<u>Management Action</u>	<u>Implementation Responsibilities</u>
<b>Project Location</b>		
Tree Clearance	<ul style="list-style-type: none"> <li>EMC will prepare a detailed Transplantation and Plantation plan and monitoring the implementation</li> </ul>	Concessionaire
Energy Conservation Plan	<ul style="list-style-type: none"> <li>EMC will prepare a detailed Energy Conservation plan and monitoring the implementation</li> </ul>	Concessionaire
Loss of local fauna	<ul style="list-style-type: none"> <li>EMC to create plan as per EIA report and implement the same</li> </ul>	Concessionaire
Loss of trees & vegetation in the Project area	<ul style="list-style-type: none"> <li>EMC will prepare a detailed plantation plan and monitoring the implementation</li> <li>the Authority to closely oversee the work of trees and vegetation removal or plantation</li> </ul>	The Authority/ Concessionaire
Increase in the water requirement for domestic purpose	<ul style="list-style-type: none"> <li>EMC to monitor and prevent the excess water consumption</li> </ul>	Concessionaire
Stress on the surrounding marine ecosystem	<ul style="list-style-type: none"> <li>EMC will plan the earth movement in consultation with the Concessionaire and see to it that the mitigation measures are implemented by the contractor/ operator</li> </ul>	Concessionaire
Change in land use pattern	<ul style="list-style-type: none"> <li>Preparation the landscaping and greenery plan</li> </ul>	Concessionaire
Loss of any archaeological/ cultural /historic site	<ul style="list-style-type: none"> <li>The operator of the facility will be planned to eliminate any odour or pollution</li> </ul>	Concessionaire
<u>Environmental Issues</u>	<u>Management Action</u>	<u>Implementation Responsibilities</u>
<b>Processing/Implementation</b>		
Air Pollution	<ul style="list-style-type: none"> <li>The EMC would look into the Action of the operator on regular basis</li> </ul>	Concessionaire
High dust level	<ul style="list-style-type: none"> <li>The EMC would look into the action of the contractor on a regular basis</li> <li>the Authority through its monitoring agency can receive feedback and direct the agency for corrective measures</li> </ul>	The Authority /Concessionaire
Sediment runoff	<ul style="list-style-type: none"> <li>EMC will plan the excavation, etc. In consultation with the contractor and see to it that the mitigation measures are Implemented by the contractor</li> </ul>	Concessionaire
Safety of workers	<ul style="list-style-type: none"> <li>EMC to monitor and ensure the security and safety of workers</li> </ul>	Concessionaire

Interference with the natural drainage of the local ecosystem	<ul style="list-style-type: none"> <li>▪ Possible changes in natural drainage system to be avoided</li> <li>▪ Authority to closely oversee any changes in natural drainage system</li> </ul>	The Authority/ Concessionaire
Flooding in other low-lying areas	<ul style="list-style-type: none"> <li>▪ EMC to monitor the construction and layout plan</li> </ul>	Concessionaire
Noise Pollution	<ul style="list-style-type: none"> <li>▪ Make provision in the contract to limit the noise pollution</li> <li>▪ EMC will monitor noise</li> <li>▪ Low noise vehicles with proper maintenance and monitoring</li> </ul>	Concessionaire
Disposal of excavated material	<ul style="list-style-type: none"> <li>▪ EMC to monitor the quantity and disposal</li> </ul>	Concessionaire
Safety hazard during the erection and operation	<ul style="list-style-type: none"> <li>▪ Regular monitoring and reporting</li> </ul>	Concessionaire
<b>Environmental Issues</b>	<b>Management Action</b>	<b>Implementation Responsibilities</b>
<b>Operation Phase</b>		
Air pollution due to the MSW vehicles and processing plants	<ul style="list-style-type: none"> <li>▪ EMC to ensure the air pollution of facility meets the norms</li> <li>▪ Regular noise monitoring and reporting</li> </ul>	Concessionaire
Increase in power consumption	<ul style="list-style-type: none"> <li>▪ EMC will prepare a detailed Energy Conservation plan and monitor the implementation with the operator of the facility</li> </ul>	Concessionaire
High air pollution along the various transport corridors leading to and away from the site	<ul style="list-style-type: none"> <li>▪ EMC will monitor pollution and inspection log of vehicles</li> </ul>	Concessionaire
Noise pollution due to the operational activities	<ul style="list-style-type: none"> <li>▪ EMC to monitor noise and give feedback for control</li> </ul>	Concessionaire
Noise pollution along the various transport corridors leading to and away from site	<ul style="list-style-type: none"> <li>▪ EMC to monitor the noise pollution</li> </ul>	Concessionaire
Solid waste management issues	<ul style="list-style-type: none"> <li>▪ EMC to monitor and report</li> </ul>	Concessionaire
Sewage/ leachate treatment issues	<ul style="list-style-type: none"> <li>▪ to maintain the STP as per the standard prescribed norms.</li> <li>▪ EMC to monitor the same</li> </ul>	Concessionaire
Periphery Development	<ul style="list-style-type: none"> <li>▪ The Authority initiatives to be Communicated to Concessionaire for its implementation</li> </ul>	Concessionaire

## 14.2 Social Standards

- 14.2.1. The Concessionaire shall provide a separate clinic at the Project Site where people can approach for primary health advice.
- 14.2.2. The Concessionaire shall provide community and training center within the Project Site wherein multiple employments related capacity building and training activities shall be undertaken and necessary skills shall be imparted.
- 14.2.3. The Concessionaire shall provide an employment opportunity based on training and skill assessment. The secondary employment and/or business opportunity shall be created through the facility operator or support services.
- 14.2.4. The Concessionaire shall provide training and awareness to labors at plant, which should be a continuous activity.
- 14.2.5. The Concessionaire shall setup MSW management and innovation center for everyone which will be useful to locals, students and others who would wish to work in this field.
- 14.2.6. The Concessionaire shall give prior importance to nearby population to get involved in the activities of horticulture, garden maintenance, energy management, etc. at the Project Facilities.

### **14.3 Emission Guarantee**

The technology shall meet the following operating and emission standards under SWM Rules, 2026 and any amendments/ revision thereto till date:

Perimeter	Emission Standards	
Particulates	50 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
HCL	50 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
SO <sub>2</sub>	200 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
CO	100 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
Total Organic Carbon	20 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
HF	4 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
NO <sub>x</sub> (NO and NO <sub>2</sub> expressed as NO <sub>2</sub> )	400 mg/Nm <sup>3</sup>	Standard refers to half hourly average value
Total dioxins and furans	0.1 mg TEQ/Nm <sup>3</sup>	Standard refers to 6-8 hours sampling.
Cd + Th + their compounds	0.05 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours
Hg and its compounds	0.05 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours
Sb + As + Pb + Cr + Co + Cu + Mn + Ni + V + their compounds	0.5 mg/Nm <sup>3</sup>	Standard refers to sampling time anywhere between 30 minutes and 8 hours
Note: All values corrected to 11% Oxygen on a dry basis		

**Note:**

1. Suitably designed pollution control devices shall be installed or retrofitted with the incinerator to achieve the above emission limits.
2. Wastes to be incinerated shall not be chemically treated with any chlorinated disinfectants.
3. Chlorinated plastics shall not be incinerated.
4. If the concentration of toxic metals in incineration ash exceeds the limits specified in the Hazardous Waste (Management, Handling and Trans boundary Movement) Rules, 2008, as amended from time to time, the ash shall be sent to the hazardous waste treatment, storage and disposal facility.
5. Only low sulphur fuel like LDO, LSHS, Diesel, bio-mass, coal, LNG, CNG, RDF and bio-gas shall be used as fuel in the incinerator.
6. The CO<sub>2</sub> concentration in tail gas shall not be more than 7%.
7. All the facilities in twin chamber incinerators shall be designed to achieve a minimum temperature of 9500 C in secondary combustion chamber and with a gas residence time in secondary combustion chamber not less than 2 (two) seconds.

8. Incineration plants shall be operated (combustion chambers) with such temperature, retention time and turbulence, as to achieve total Organic Carbon (TOC) content in the slag and bottom ash less than 3%, or the loss on ignition is less than 5% of the dry weight.
9. Odour from sites shall be managed as per guidelines of CPCB issued from time to time.

## Schedule 15- Waste Reports

(Refer Clause 5.7)

### 15.1 Report for Processing Plant

#### 15.1.1 Daily Report for other details of the Processing Facility

<b>Date:</b>			
Downtime of weighbridges (hrs):			
Down time of MRF (hrs):			
Downtime of Processing Plant module (hrs):		Description of the module:	
Total quantity of MSW received:		100%	(tonnes)
Quantity of recyclable MSW recovered:		100%	(tonnes)
Quantity of biodegradable and combustible MSW:		100%	(tonnes)
Quantity of Waste Landfilled	Inert waste:	100%	(tonnes)
	Process Remnants:	100%	(tonnes)
	Total (b):	100%	(tonnes)
Quantity of unprocessed MSW at the Processing Plant			(tonnes)
Quantity of MSW rejected:	(tonnes)	Reason for Rejection	
Amount of energy sold to discom			-----MU

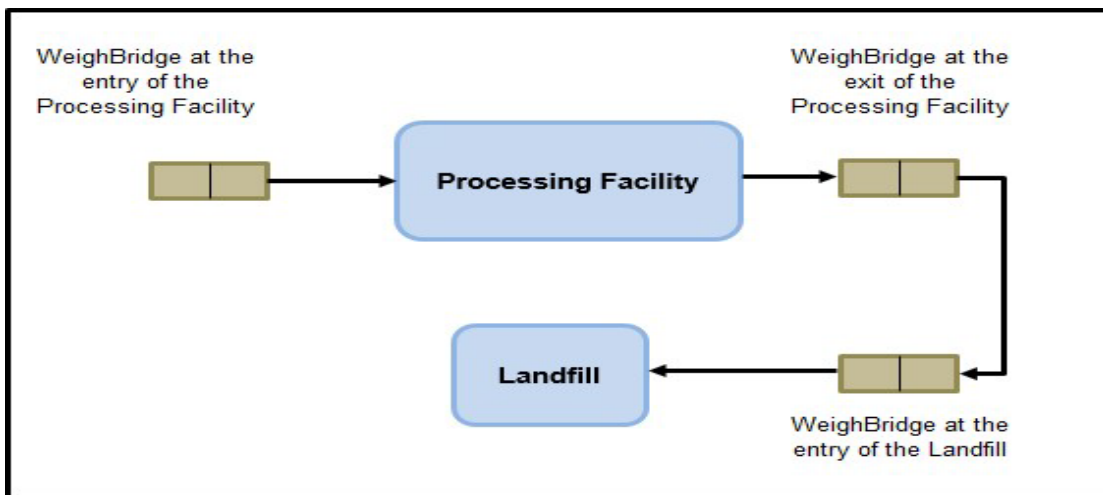
## 15.1.2 Monthly Report

<b>Date from:</b>		<b>Date to:</b>	
Total downtime of weighbridges (no of shifts):			
Total downtime of MRF (no of shifts):			
Downtime of each Processing Plant module (no of shifts):	S. No.	Module Description	Downtime
Total quantity of MSW received:		100%	(tonnes)
Total quantity of recyclable MSW recovered:		%	(tonnes)
Total quantity of biodegradable		%	(tonnes)
Total quantity combustible MSW		%	(tonnes)
Total quantity of waste landfilled	Inert waste:	%	(tonnes)
	Process remnants:	%	(tonnes)
	Total:	%	(tonnes)
Total quantity of unprocessed MSW at the Processing Plant			(tonnes)
Total quantity of MSW rejected:	(tonnes)	Reasons for Rejection:	
Note on compliance to applicable standards			

**15.2. Consolidated Monthly Report**

Monthly Waste Report		
Date from:		Date to:
Total quantity of MSW received at the Processing Facility	100%	(tonnes)
Total quantity of waste landfilled	%	(tonnes)
Total energy sold to the discom		-----MU

**15.3. Schematic Drawing of Weigh Bridges Locations**



## Schedule 16 - Independent Engineer

(Refer Clause 13.1)

### A. Deleted

### B. Scope of Work of Independent Engineer

#### 16.1. Scope

These Terms of Reference for the Independent Engineer (the "TOR") are being specified pursuant to the Concession Agreement dated..... (the "Agreement"), which has been entered into between the Authority and .... (the "Concessionaire") for (Project name). \*\*in the State on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

#### 16.2. Definitions and Interpretation

16.2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement

16.2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

16.2.3. The rules of interpretation stated in clause 1.2, 1.3, 1.4 of the agreement shall apply, mutatis mutandis, to this TOR

#### 16.3. Role of the Independent Engineer

16.3.1. Review of Project drawings and milestones submitted by the Concessionaire in conformance with Schedule 5 and 6.

16.3.2. Review, inspection and monitoring of construction works as set out in Schedule 9.

16.3.3. Conducting tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Schedule 8.

16.3.4. Determining as required under the Agreement the cost of any works or services or their reasonableness.

16.3.5. Determining as required under the Agreement, the period or any extension thereof, for performing any duty or obligations

- 16.3.6. Assisting the parties in case of any dispute
- 16.3.7. Undertaking all other duties and functions in accordance with the Agreement
- 16.3.8. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 16.3.9. During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data. The Independent Engineer shall complete such review and send its comments/ observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 16.3.10. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 16.3.11. The Independent Engineer shall undertake a detailed review of the Construction Milestones defined and submitted by the Concessionaire and send its comments/ observations to the Authority and the Concessionaire within 15 days of receipt.
- 16.3.12. Upon reference by the Authority, the Independent Engineer shall review and comment on the contracts entered into by the Concessionaire for the purpose of execution of this Agreement.
- 16.3.13. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 days of receipt.
- 16.3.14. The Independent Engineer shall inspect Project Facilities twice in a month, preferably after receipt of the monthly progress report from the Concessionaire, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of construction works with the Scope of the Project and the Specifications and Standards.
- 16.3.15. The Independent Engineer may inspect the Project Facilities more than 2 times in a month if any lapses, defects or deficiencies require such inspections.
- 16.3.16. For determining that the construction conforms to construction requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance.

- 16.3.17. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Facilities is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 10 (ten) days the steps proposed to be taken to expedite progress, and the period within which the Project construction would be completed. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 16.3.18. The Monitoring Agency during operation period shall review the monthly report furnished by the Concessionaire and shall submit its comments on the same to the Authority and to the Concessionaire within 7 days of the receipt of the report.
- 16.3.19. The Monitoring Agency during operation period shall inspect the Project Facilities and processes at least twice in a month and carry out tests as might be deemed necessary and furnish the observations of the inspection to the Concessionaire and to the Authority within 7 days of such Inspection.
- 16.3.20. The Monitoring Agency during operation period is authorized to conduct surprise checks on the Project Facilities and processes to ensure that they comply with the Project specifications.
- 16.3.21. The Monitoring Agency during operation period shall report the results of surprise checks to the Authority within 7 days of such checks.
- 16.3.22. The Monitoring Agency during operation period is authorized to require the Concessionaire to carry out such tests/ arrange to carry out such tests as it deems necessary and present the result and inferences of the same to the Authority.
- 16.3.23. In case any deficiency or maintenance requirement is observed by the Monitoring Agency during operation period during the inspection or tests, it shall report the same to the Authority along with the possible impact on the Project Facilities and the cost of rectification of the same.
- 16.3.24. The Monitoring Agency during operation period shall inspect the Project Facilities once the Concessionaire rectifies the defect and report the results of such inspection to the Authority.
- 16.3.25. The Monitoring Agency during operation period shall audit and certify the weighbridges located at the Processing Facility at least once a month and submit the results of such review to the Authority and the Concessionaire.
- 16.3.26. The Monitoring Agency during operation period shall audit the SWM quantity supply data recorded at Processing Facility site to ensure that the data reported by the Concessionaire is accurate and that the provisions of this agreement are conformed

with. The Monitoring Agency during operation period is authorized to conduct surprise checks and tests for this purpose.

#### **16.4. Development Period**

- 16.4.1. During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/ observations to the Authority and the Concessionaire within 30 (thirty) days of receipt of such Drawings. Such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 16.4.2. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receiving such Drawings or Documents.
- 16.4.3. The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 30 (thirty) days of receiving such report.
- 16.4.4. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 30 (thirty) days of receipt thereof.
- 16.4.5. Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the project, and furnish its comments within 15 (fifteen) days from receipt of such reference from the Authority.

#### **16.5. Construction Period**

- 16.5.1. In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 16.5.2. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

- 16.5.3. The Independent Engineer shall inspect the Construction Works and the Project once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection
- 16.5.4. The Independent Engineer may inspect the Project more than once in a month if any lapses, defects or deficiencies require such inspections.
- 16.5.5. For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance.
- 16.5.6. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests
- 16.5.7. The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice
- 16.5.8. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests
- 16.5.9. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that

completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

- 16.5.10. If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 16.5.11. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 16.5.12. If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 16.5.13. The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-7 and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 16.5.14. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information works and services as set forth in Article 13 and certify the reasonableness of such costs for payment by the Authority to the concessionaire.
- 16.5.15. The Independent engineer shall aid and advise the concessionaire in preparing the maintenance manual.

## **16.6. Operation Period**

- 16.6.1. In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

- 16.6.2. The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon by 10 days to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 16.6.3. The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 16.6.4. The Independent Engineer shall inspect the Project once every month, preferably after receipt of the monthly status report from the Concessionaire but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 16.6.5. The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 16.6.6. The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. They shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 16.6.7. In respect of any defect or deficiency referred to in Paragraph 3 of Schedule -K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 16.6.8. The independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 16.6.9. Deleted
- 16.6.10. The Independent Engineer shall monitor and review the curing or defects and deficiencies by the Concessionaire as set forth in Clause 21.4.
- 16.6.11. In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project, the Independent Engineer shall

review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

#### **16.7. Termination**

16.7.1. At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 32.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 32.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

16.7.2. The Independent Engineer shall inspect the Project once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 36, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

#### **16.8. Determination of costs and time**

16.8.1. The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

16.8.2. The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

#### **16.9. Assistance in Dispute resolution**

16.9.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

16.9.2. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### **16.10. Other duties and functions**

16.10.1. The Independent Engineer shall perform all other duties and functions specified in the Agreement.

**16.11. Miscellaneous**

- 16.11.1. The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection
- 16.11.2. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 16.11.3. The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer. Where upon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 16.11.4. The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by them, including 'as-built' Drawings, and keep them in their safe custody.
- 16.11.5. Upon completion of the assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

**16.12. Assistance to Authority in review of book of accounts**

- 16.12.1. Upon receipt of copy of books of accounts from Authority, the Independent Engineer shall review the Escrow account statements with respect to the provisions of the Escrow agreement, books of accounts for information pertaining (a) the traffic count (b) Fee determination thereof, and (c) Project costs, and (d) such other information relating or resulting from other duties and functions of Independent Engineer in accordance with the Agreement, as the Authority may reasonably require and submit its report within 10 days.



**Schedule 17 - Vesting Certificate**

1. The Commissioner, Authority (the “**Authority**”) refers to the Concession Agreement dated ..... (the “**Agreement**”) entered between the Authority and ..... (the “**Concessionaire**”) for Integrated Solid Waste Management in Ibrahimpatim Depot on design, build, finance, operate and transfer (DBFOT) basis.
  
2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Article 30 ,on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
  
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this ..... day of ....., 20... at (Place).

AGREED, ACCEPTED AND SIGNED  
For and on behalf of CONCESSIONAIRE  
by: (Signature)

(Name) (Designation) (Address)  
SIGNED, SEALED AND DELIVERED  
For and on behalf of the Authority by: (Signature)  
(Name)

(Designation)

In the presence of:

- |           |    |
|-----------|----|
| 1.        | 2. |
| (Address) |    |

### Schedule 18 - Substitution Agreement

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

1. The Vijayawada Municipal Corporation (VMC), established under the \_\_\_\_\_, represented by its Commissioner and having its principal offices at ..... (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
2. .... LIMITED, a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at ....., (hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
3. Name and particulars of Lenders' Representative and having its registered office at, acting for and on behalf of the Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

- A. The Authority has entered into a Concession Agreement dated .....with the Concessionaire (the "Concession Agreement") for the Project on design, build, finance, operate and transfer basis (DBFOT), and a copy of which is annexed hereto and marked as Annex -A to form part of this Agreement.
- B. Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- C. Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
- D. In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

## 18.1. Definitions and Interpretation

### 18.1.1. Definitions

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

“**Agreement**” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“**Financial Default**” means occurrence of any breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

“**Lenders’ Representative**” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“**Nominated Company**” means a company, incorporated under the provisions of the Companies Act, 1956/ 2013, selected by the Lenders’ Representative, on behalf of Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

“**Notice of Financial Default**” shall have the meaning ascribed thereto in Subclause 18.3.2(a) of Clause 18.3.2; and

“**Parties**” means the parties to this Agreement collectively and “**Party**” shall mean any of the Parties to this Agreement individually.

### 18.1.2. Interpretation

- a. References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Lenders.
- b. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- c. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and

expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

- d. The rules of interpretation stated in Clauses 0, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

## **18.2. Assignment**

### **18.2.1. Assignment of rights and title**

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Lenders under the Financing Agreements.

## **18.3. Substitution of the Concessionaire**

### **18.3.1. Rights of substitution**

- a. Pursuant to the rights, title and interest assigned under Clause 18.2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.
- b. The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively).

### **18.3.2. Substitution upon occurrence of Financial Default**

- a. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 18.3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.
- b. Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 14 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forth with by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

#### **18.3.3. Substitution upon occurrence of Concessionaire Event of Default**

- a. Upon occurrence of a Concessionaire Event of Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.
- b. In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Sub -clause (a) of Clause 18.3.3, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written re quest from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

#### **18.3.4. Procedure for substitution**

- a. The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Sub -clause 18.3.3(b) of Clause 18.3.3, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate

- and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Lenders under the Financing Agreements.
- b. To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.
- c. Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:
- i. accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;
  - ii. endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
  - iii. enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.
- d. If the Authority has any objection to the transfer of Concession in favor of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/ deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 18.3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

#### **18.3.5. Selection to be binding**

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Lenders or the Authority taken pursuant to this Agreement including the transfer/ assignment of the Concession in favour of the Nominated Company. The concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or

Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

#### **18.4. Project Agreements**

##### **18.4.1. Substitution of Nominated Company in Project Agreements**

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

#### **18.5. Termination of Concession Agreement**

##### **18.5.1. Termination upon occurrence of Financial Default**

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 28 of the Concession Agreement.

##### **18.5.2. Termination when no Nominated Company is selected**

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Sub-clause 18.3.3(b) of Clause 18.3.3, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

##### **18.5.3. Realization of Debt Due**

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim in accordance with the provisions of the Concession Agreement.

## **18.6. Duration of the Agreement**

### **18.6.1. Duration of the Agreement**

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- a. Termination of the Agreement; or
- b. no sum remains to be advanced, or is outstanding to the Lenders, under the Financing Agreements.

## **18.7. Indemnity**

### **18.7.1. General indemnity**

- a. The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third-party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- b. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- c. The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

### **18.7.2. Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 18.7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to

contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **18.8. Dispute Resolution**

### **18.8.1. Dispute resolution**

- a. Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the High Court Mediation and Arbitration Centre in High Court Building of Amravati, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- b. The seat and venue of such arbitration shall be Amravati, India and the language of arbitration proceedings shall be the English language.
- c. There shall be an arbitral tribunal in accordance with the rules of arbitration set by High Court Mediation and Arbitration Centre in High Court Building of Amravati. Appointment of the members of the arbitral tribunal shall be made in accordance with the Rules of Arbitration and Conciliation (Amendment) Act, 2015.

## **18.9. Miscellaneous Provisions**

### **18.9.1. Governing law and jurisdiction**

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

### **18.9.2. Waiver of sovereign immunity**

The Authority unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of The Authority with respect to its assets;

- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

#### **18.9.3. Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

#### **18.9.4. Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly Authorized Representatives of the Parties.

#### **18.9.5. Waiver**

- a. Waiver by any Party of a default by another 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 of or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly Authorized Representative of the 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 thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### **18.9.6. No third-party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

#### **18.9.7. Survival**

- a. Termination of this Agreement:

- i. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- ii. 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.
- iii. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

#### **18.9.8. Severability**

If for any reason whatever 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 will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 18.8 of this Agreement or otherwise.

#### **18.9.9. Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **18.10.10. Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

**18.9.11. Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

**18.9.12. Authorized Representatives**

Each of the Parties shall by notice in writing designate their respective Authorized Representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such Authorized Representative by similar notice.

**18.9.13. Original Document**

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

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

SIGNED SEALED AND DELIVERED

For and behalf of Authority by:

(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

SIGNED, SEALED AND DELIVERED

For and behalf of Authority by:

(Signature)  
(Name)  
(Designation)

(Address)  
(Fax No.)  
(e-mail address)

### Schedule 19 - Land Lease Agreement

This LEASE AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year [ ].

BETWEEN

Vijayawada Municipal Corporation (VMC) established under the  
\_\_\_\_\_ and having its registered office at

\_\_\_\_\_ acting through the Commissioner (hereinafter referred to as the “**Authority**” or “**Lessor**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

AND

[XXX], a Company incorporated under the Companies Act, 1956/ 2013 and having its registered office at [XXX] (hereinafter referred to as “**Concessionaire**” or “**Lessee**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its associate/ group companies, successors and permitted assigns) of the OTHER PART

The Authority and Concessionaire are hereinafter referred to individually as the “Party” and collectively as the “Parties”

- A. The VMC covers a total area of XXXX sq.km and an estimated population of XXXX lakhs (in the year .....).
- B. The Authority is desirous of improving its municipal solid waste management and disposal capabilities in order to enable the due discharge of its functions under the SWM Rules 2026 and for that purpose has approved the establishment of Municipal Solid Waste processing facility Project by the Lessee (“**Project**”) and has entered into a concession agreement dated \_\_ with M/s \_\_, the Developer (“**Concession Agreement**”), on the same date as this lease Agreement, for **22 years** under which the Authority has appointed the Concessionaire to perform, execute and implement the Project under and in accordance with the terms and provisions of Concession Agreement.
- C. For due implementation of the Project and to discharge its obligations under the Concession Agreement, the Authority is handing over to the Lessee (the “**Concessionaire**” under the Concession Agreement), by way of this Land Lease Agreement (“**Agreement**”), the Demised Premises (more particularly delineated in **Schedule A** hereto and shown in the site map attached thereto) for the purposes of performing, executing and implementing the Project including constructing, operating and maintaining the integrated SWM Processing Facility, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement and is to be read, for any interpretation; together with the provisions of the Concession Agreement.
2. The terms that are used but not defined in this Agreement shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the Lease Payment ("**Lease Payment**") stipulated in Clause 4 below; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) which is described, delineated and shown in the Schedule A hereto (the "**Demised Premises**"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The Lessor be entitled to handover possession of the Demised Premises in parts. The Term of this Agreement shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of each of the Project Facilities on the Demised Premises in accordance with the terms of the Concession Agreement.
4. In consideration of the handover of the Demised Premises under this Agreement. The Lessor shall, from the Appointed Date, receive a Lease Payment of INR 1 (Rupee One) per annum per acre, calculated based on Site Area. All taxes, including the lease tax, in relation of the Lease of the Demised Premises shall be borne and paid by the Lessee.

<b>Year</b>	<b>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22</b>
Annual Lease payment (in Rs/ acre)	

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

such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.

6. The Demised Premises are being vested with the Lessee, under this Agreement only for the purposes of the Project including for the purposes of developing, establishing, designing, constructing, operating and maintaining the Plant, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing and disposal of SWM in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of Municipal Solid Waste, the storage and processing of Municipal Solid Waste and disposal of SWM.
7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructures, facility or any movable or immovable structures comprising each of the Project Facilities on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessee hereby agrees that the construction, operations and maintenance of each Project Facility at the Demised Premises and the receipt, storage and processing of Municipal Waste at the Demised Premises, being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling the Authority to discharge their functions of managing, processing and disposing Municipal Waste.
8. The Lessee shall have the right to, after taking prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person, the Nominated Company, to replace the Lessee and undertake the construction, operation and maintenance of the Plant upon the occurrence of an Event of Default by the Lessee, as the case may be, under any of the Financing Agreements for the Project. The Lessor shall then assign/ novate this Agreement in favor of the Nominated Company, which shall constitute an agreement between the Nominated Company and the Lessor on the terms and conditions of this Agreement as existing at the time of such assignment/ novation.
9. The Lessor hereby authorizes the Lessee to create any Encumbrance over the Project Facilities constructed on the Demised Premises (excepting the land) and this Agreement in favour of the Lenders for enabling financing of the construction, operation and maintenance of the Project. The Lessor agrees that it shall facilitate such agreement as may be required by the Lenders to enable financing of the Project and creation of the Encumbrance required by the Lenders.
10. Without prejudice to the terms of this Agreement, the Lessor shall be governed by the terms of any agreement that the Lenders may have entered into with the Lessor in respect of the Encumbrance over the Project Facilities (other than the land constituting

the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favor of the Lenders.

11. The Lessor hereby covenants and assures the Lessee that:
  - a. all the land comprising the Site is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Plant and 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 The Authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
  - c. Lessor is the lawful owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
  - d. subject to Clause 4, it shall not increase the lease payment due and payable by the Lessee under the provisions of this Agreement;
  - e. it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favor of the Lenders in accordance with the provisions of the Concession Agreement;
  - f. subject to terms of the Concession Agreement, it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the SWM Processing Plant; (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use; by the Lessee of the Demised Premises and the Plant
  - g. It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Agreements;
  - h. there is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending before any The Authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing SWM; and
  - i. the Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.
12. The Lessee hereby covenants with the Lessor as follow:
  - i. That it shall implement the Project in accordance with the Concession Agreement; and
  - ii. that it shall observe and perform all terms; covenants, conditions and stipulations of this Agreement.
13. The Lessor has lawful title, possession and control of all the lands constituting the Site and has the requisite right and The Authority to lease the same to Lessee for the Term

for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Concession Period, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.

14. (a) Subject to Sub-Clause(b) and (c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part to, by any Party without prior written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor
- (b) It is hereby specifically agreed that the Lessee shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Plant, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favor of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee, shall; however, in such event obtain formal consent from the Lessor, which consent shall not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.
- (c) The Lessor hereby agrees that the Lessee shall not require any prior approval of the Lessor for creating any Encumbrance, right, title, or interest over the Demised Premises (excepting land) and the Project Facilities under his ownership in accordance with the Concession Agreement in favor of the Lenders.
- (d) Lessor confirms that the Financing Documents may include suitable rights in favor of the Lenders for taking over the Demised Premises (excepting land) and the Plant for management, in enforcement of their security upon the happening of an event of default thereunder the Concession Agreement on the part of the Lessee.

15. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not Terminate or seek to Terminate this Agreement except upon the expiry or early Termination of the Concession Agreement. The Parties hereby agree that on the expiry or Termination of the Concession Agreement, the Demised Premises shall be handed back to the Lessor in accordance with the provisions of the Concession Agreement and that this Agreement shall Terminate only on the handing over of the Plant and the Site to the Lessor in accordance with the terms of the Concession Agreement.

- 16. 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 34** of the Concession Agreement as per provisions of the Arbitration and Conciliation Act; 1996. The governing law of the arbitration shall be Indian law. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessor and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.
- 17. The Courts in the city of execution of Agreement shall have exclusive jurisdiction over all matter arising out of or relating to this Agreement.

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

SIGNED; SEALED AND DELIVERED SIGNED; SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF IN THE NAME AND ON BEHALF OF THE LESSOR THROUGH: The LESSEE THROUGH:

.....

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AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

## Schedule 20 - Scope of Work

### Part- Scope of Work

#### PART- I -SCOPE OF WORK

- The Concessionaire will Design, Build, Finance, Operate and Maintain the Waste to Energy Facility for a concession period of 22 years (including 24 months of construction period) and Transfer the facility to the Authority after completion of Concession period as defined in Concession Agreement, in line with the Applicable Laws including but not limited to Solid Waste Management Rules, 2026 and as amended and in force from time to time.

**The Concessionaire has to set up (2) no. of a weighbridge of 50 Tons capacity or any other suitable system for weighing with SCADA as approved by Authority for measurement of MSW to be processed and for outgoing material after processing.**

- Concessionaire shall design, develop, operate and maintain Wheel Wash System along with Dirt Trap System and Scraper conveyor for cleaning of the all the vehicles that are entering and exiting the facility.
- The Concessionaire shall design, develop, operate and maintain Fully Mechanized/ Automated Material Recovery facility (MRF) with least human intervention and having processing capacity of **1000 TPD** and capable of producing at least grade-II RDF and having the machinery adhering to the minimum specifications as mentioned in **Schedule 23**.
- The Concessionaire shall develop, operate and maintain Waste to Energy (WtE) Plant capable of handling of combustible fraction of waste based on Rankine Cycle which can be upgraded to any other efficient & better technology and producing energy not less than **15 MW** electricity installed capacity of plant.
- The Concessionaire shall transport the inert waste to the designated sanitary landfill facility (SLF) at its own cost upto 10km radius from the WTE plant.
- Leachate management at site as per APPCB norms updated from time to time.
- The Concessionaire shall have to procure the plant and machinery meeting the minimum specifications as mentioned in **Schedule 23** from original equipment manufacturer specifically for this project.
  - The plant shall be set up on the land provided by Authority. The land provided shall only be used for the purposes of the Project.
- The Concessionaire shall undertake necessary Industrial Safety & Fire Protection measures at site.
- The Concessionaire shall also provide fire detection and extinguishing control System for the Project.

- The Concessionaire has to construct and maintain Cement Concrete Road with proper drainage and street lighting facility inside the plant complex.
- The Concessionaire shall design, develop, operate and maintain laboratory adhering to the minimum standards and specifications.
- The Concessionaire shall provide & maintain CCTV Camera in all critical and general areas in consultant with Authority with 30 days storage facility of the feed at site also parallel feed of CCTV needs to be provided at office. The Concessionaire shall also provide a space for the Authority employee as a representative to sit at these sites and monitor the services provided and records maintained by them.
- A facility will be also equipped with suitable environmental pollution control Dust collection system, Noise suppression devices, Odor control system; Heating, ventilating & air conditioning (HVAC) and monitoring equipment.
- The Concessionaire should set up necessary infrastructures including plant, building, machinery, temporary storage shed and other necessary utilities as required.
- Concessionaire shall construct Fully Furnished air-conditioned Administration Building with an area of 6000 sq. ft.
- The bidder shall provide aesthetic architectural facade treatment preferably of latest coated metallic material which would be suitable to the site and the ambient environmental conditions of the facility. The drawing of architectural treatment along with material specification would have to be approved from Consultant and Authority. Authority reserves the right to instruct the concessionaire to modify and change the architectural treatment which the concessionaire has to adhere without any additional cost. The Facility should have led illumination system for entire facility. The building and surrounding façade should have minimum 50% of live plant as vertical garden at all time.
- The Concessionaire shall propose technology as per the detailed list of equipment's & minimum Technical Specifications as per terms of the RFP.
- The Concessionaire shall maintain daily records (digital inventory management system for each segregated waste fraction) of quantum of incoming, processed waste, rejects, products in the formats approved by Independent Engineer/ Project Engineer/ Project Management Unit/ Authority. The monthly report shall be submitted by the Concessionaire to the by Independent Engineer/ Project Engineer/ Project Management Unit/ Authority.
- The Concessionaire shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy operations during night hours shall be provided and safety provisions including health inspections of workers at site shall be carried out.
- The workers involved in Plant handling shall be provided with gloves, masks, uniforms, aprons, and other Personal Protective Equipment (PPE).

- The Energy generated from the WtE plant shall be generally used for captive purposes at Authority's public infrastructure and for any other use with consent of Authority. The power evacuation up to the specified point shall be responsibility of the agency, further distribution of energy shall be responsibility of Authority/Discoms as per terms of the PPA.
- The Concessionaire shall be responsible for obtaining all statutory approvals for establishment and operation of the said facility including power generation and evacuation facility upto the injection point. The charges for the same in form of deposit and statutory fees may be claim from Authority if the approvals are sought in name of Authority. The permission for grant of Open Access from designated power injection point to the various load of Authority shall also have to be facilitated by the Concessionaire.
- The Concessionaire will be responsible for selling the recyclables as per the SWM Rules, 2026 and other applicable environmental laws. It will also be responsible for disposal of post- processing rejects/ Inert/ residues (not exceeding 25% of incoming waste quantity) at a Sanitary Landfill Facility (SLF) developed by the Authority.
- Concessionaire can use steam or residual Steam or flue gases after scrubbing for development of project such as district cooling and heating system and if developer is not interested in such projects, then Authority will retain the first right to use it without any cost.
- The Concessionaire should endeavour & ensure running of the system for at least 330 days during which the waste processing shall not be stopped for the reasons other than mentioned below: - 1 Electrical Grid Failure. 2 Due to any other reasons specified by the Authority.
- Even in the cases mentioned above, the restoration of the system should be done with least interruption.
- The Construction and manufacturing defects during the Concession period shall be attended by the Concessionaire at his own cost.
- Tools and tackles required for operation and maintenance should be provided by the Concessionaire.
- Tightening of foundation bolts, checking of oil, lubricating, greasing, preventing leakage, cleaning the equipment every day or as required should be ensured.
  - The Concessionaire are expected to employ reserve operators in performance of contract consequent to labour regulations/ statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/ are absent from duty.
- Concessionaire has to provide training to Authority employees or personnel nominate by Authority if requested for operations of the plant.
- The Concessionaire shall carryout all necessary studies, survey for assessment of site conditions for site development and construction of WTE Facility. The Concessionaire shall

prepare Detail Engineering Report for setting up of WtE Facility on land provided by Authority.

- The Concessionaire shall comply with proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used or incorporated in the Project.
- The Concessionaire should obtain necessary statutory clearances/ permissions.
- The work shall have to be executed in accordance with the drawings (prepared by Concessionaire) and approved by Authority and shall have to meet high standards of workmanship, safety and security.
- The WtE Facility shall be commissioned with successful trial runs of 3 months within a period of 2 years or the implementation schedule submitted in the technical proposal (whichever is minimum) from the date of signing of Concession Agreement or handing over of land.
- The Concessionaire shall submit monthly progress reports during the above period to the Authority. The Concessionaire shall operate and maintain the WtE Facility in accordance with the Applicable Laws.
- Authority will provide Tertiary Treated water to the Concessionaire till the gate of the Project Site. The cost of internal water distribution infrastructure shall be borne by the Concessionaire. And the Concessionaire shall be responsible for obtaining electricity connection of requisite load from the Utility Company. Authority shall assist Concessionaire for facilitating the application for obtaining such connection and shall reimburse all cost associated with the new power connection.
- Concessionaire shall be allowed to take fuel required to run the plant optimally to the capacity and to meet the desired standards of pollution control without compromising on the processing of MSW supplied by Authority.
- All penalties, levies due to any non-compliance will be borne by the Concessionaire.
- The Concessionaire shall prepare a compressive environment management plan with environment parameter monitoring schedule for the approval and shall implement the approved plan at site. The plan shall incorporate the action plan to minimize odor generation, prevent off-site migration of gaseous emissions.
  - The Concessionaire shall develop and maintain the green belt of area equivalent to 33% of the total land area proposed for setting up the plant. The green belt shall be developed in and around the proposed land or any such land as designated by Authority.
- The Ambient air quality at the site and in the vicinity shall be monitored through establishment of 2 continuous monitoring stations, the location of which shall be finalised in consultation with Authority, and with display at project site entrance.
- The Concessionaire shall be responsible for installation, operation and maintenance of CAAQMS along with a board displaying the air quality parameters.

- The Concessionaire shall prepare safety management plan for approval and post approval shall implement at site and should deploy qualified safety professional having thorough knowledge of safety precautions during emergency cases and also be conversant with the rules/regulations, IE Act/ Rules and Indian Factory Act/Rules.
- The Concessionaire shall provide a Notice Board on which the precautions to be taken by operation and maintenance staff have to be exhibited.
- A daily record should be maintained for any further inspection.
- Daily charts of the personnel are to be displayed in the premises. The engineer in charge can inspect the attendance on the basis daily charts.
- The Concessionaire shall erect at Digital signboard with details (capacity, contact details and signage) about the facility in Telugu, Hindi and English of a size not less than 2 m by 4 m each, adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.
- The Concessionaire shall display layout at the entrance and indicate warning signs in the facility.
- The Concessionaire shall provide air-conditioned media room with 30-person seating capacity and with audio & video tour facility along with associate hardware, software, media content and appropriate human resource in order to facilitate the orientation.
- The Concessionaire will provide 1 (one) Nos. Air-Conditioned 7/8- seater Vehicle in good condition along with driver and the same will be kept at the disposal of the Engineer for the use by Authority Engineers and consultant during the Concession period.
- The Concessionaire shall be responsible for obtaining all the necessary permissions including building permission from Authority / consents from APPCB, MoEFCC or any other clearances or an in-principal approval as is required under any statutes in force for developing WTE Facility at Vijayawada and in respect of the land forming part of the right of way for transmission up to the Delivery Point in the name of Authority.
- Authority shall assist Concessionaire to procure necessary permissions/ consents from APPCB, MoEFCC or any other clearances or an in-principal approval as is required under any statutes in force for developing WTE Facility at Vijayawada and in respect of land forming part of the right of way of transmission up to the Delivery Point.
  - The Authority reserve the right to allow multiple commercial operation date of the various facilities developed by the concessionaire in phases during construction period in order to operationalize the plant.



**Schedule 21  
Escrow Agreement**

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

1. .... LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at .....(hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
2. .... (insert name and particulars of Lenders’ Representative) and having its registered office at ..... acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “**Lenders’ Representative**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
3. .... (insert name and particulars of the Escrow Bank) and having its registered office at ..... (hereinafter referred to as the “**Escrow Bank**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
4. \_\_\_\_\_ (hereinafter referred to as the “**Lead ULB**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) acting on behalf of itself and all the Participating ULBs;

**WHEREAS:**

- (A) The Lead ULB and the Participating ULBs have entered into a Concession Agreement dated ..... with the Concessionaire (the “Concession Agreement”) for undertaking the .....Project on design, build, finance, operate and transfer (the “DBFOT”) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

**NOW THEREFORE**, in consideration of the fore going and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- (a) The Concessionaire shall maintain full accounts of all revenues derived/collected by it from and on account of use of the Project and of O&M expenses and other costs paid out of the Escrow Account and shall provide to the Authority and the State Government copies of the said accounts duly audited and certified by the Concessionaire’s Statutory Auditors within 120 (one hundred twenty) days of the close of each Financial Year to which they pertain, during the subsistence of this Agreement. Such audited accounts

shall form the basis of various payments by either Party under this Agreement. The Concessionaire shall also furnish, within one week of its publication, certified copies of the audited accounts and annual report published by the Company under the Applicable Laws.

- (b) The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors (the "Statutory Auditors") a firm of Chartered Accountants duly licensed to practice in India out of the mutually agreed list of 10 (ten) independent and reputable firms of Chartered Accountants in India (the "List of Chartered Accountants"). The criteria for preparing the List of Chartered Accountants are set forth in Article 23 . Subject to 30 (thirty) days" notice to Authority and the State Government and the replacement Statutory Auditors being appointed from the List of Chartered Accountants, the Concessionaire may terminate the appointment of any Statutory Auditor appointed in accordance with this Article. The fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.
- (c) On or before the 15th (fifteenth) day of April each year, the Concessionaire shall provide for the preceding Financial Year a statement duly audited by its Statutory Auditors giving summarized information, the revenues derived from the Project and such other information as the Authority and the Lead ULB may reasonably require.
- (d) Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right but not the obligation to appoint at its cost another firm of Chartered Accountants from the List of Chartered Accountants (the "Additional Auditor") to audit and verify all those matters, expense, costs, realizations and things which the Statutory Auditors of the Concessionaire, are required to do, undertake or certify pursuant to this Agreement.
- (e) In the event of there being any difference between the finding of the Additional Auditor, and the certification provided by the Statutory Auditors of the Concessionaire, such Auditors shall meet to resolve such differences and if they are unable to resolve the same such disputed certification shall be resolved by recourse to the Dispute resolution procedure.

## 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 herein after respectively assigned to them:

**"Agreement"** means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

**"Concession Agreement"** means the Concession Agreement referred to in Recital (A) above and annexed here to as Annex-A, and shall include all of its Recitals and Schedules

and any amendments made there to in accordance with the provisions contained in this behalf therein;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by Lead ULB or the Lenders’ Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

“Escrow Account” means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

“Minimum Escrow Balance ” shall have the meaning as ascribed there to in Article 24.2 ;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually;

“Participating ULBs” means the following Urban Local Bodies (ULBs): .....

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“Payment Date” means, in relation to any payment specified in Article 24.4, the date(s) specified for such payment; and

“Sub-Accounts” means the respective sub-accounts of the Escrow Account, into which the monies specified in Article 24.3 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

## **1.2 Interpretation**

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed there to herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.3 References to Articles are, unless stated otherwise, references to Articles of this Agreement.
- 1.2.4 The rules of interpretation stated in Articles 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

## **2. ESCROW ACCOUNT**

### **2.1 Escrow Bank to act as trustee**

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Lead ULB, the Lenders' Representative and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for Department, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Lead ULB, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

### **2.2 Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders, or the Lead ULB with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Lead ULB, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

### **2.3 Establishment and operation of Escrow Account**

- 2.3.1 The Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

#### **2.4 Escrow Bank's fee**

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1 mentioned below.

#### **2.5 Rights of the Parties**

Save and except as otherwise provided in the Concession Agreement, the rights of the Lead ULB, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Lead ULB, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

#### **2.6 Substitution of the Concessionaire**

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

### **3. DEPOSITS INTO THE ESCROW ACCOUNT**

#### **3.1 Deposits by the Concessionaire**

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- (a) funds received in relation to the Project from any source, including the Senior Lenders, and the Lead ULB;

- (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
- (c) tariff received by the Concessionaire under Power Purchase Agreement from the APERC
- (d) any other revenues from or in respect of the Project:
- (e) all proceeds received pursuant to any insurance claims; and
- (f) all other monies in accordance with the Concession Agreement.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

### **3.2 Deposits by the Lead ULB**

The Lead ULB agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) Grant Payments (under Article 22.3) and other monies disbursed by the Lead ULB to the Concessionaire
- (b) all fees collected by the Lead ULB in exercise of its rights under the Concession Agreement; and
- (c) Termination Payments:

### **3.3 Deposits by Senior Lenders**

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project;

### **3.4 Interest on deposits**

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate there from the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

## **4 WITHDRAWALS FROM ESCROW ACCOUNT**

### **4.1 Withdrawals during Concession Period**

- 4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following or

thereby depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project; However, property tax (Land revenue tax) shall be paid by the authority.
- (b) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) operation and maintenance expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) operation and maintenance expenses and other costs and expenses incurred by the Lead ULB in accordance with the provisions of the Concession Agreement, and certified by the Lead ULB as due and payable to it;
- (e) all payments and Damages certified by the Lead ULB as due and payable to it by the Concessionaire;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) any reserve requirements set forth in the Financing Agreements; and
- (h) balance, if any, in accordance with the instructions of the Concessionaire
- (k) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

#### **4.2 Withdrawals upon Termination**

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- a. all taxes due and payable by the Concessionaire for and in respect of the Project;
- b. 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- c. all payments and Damages certified by the Lead ULB as due and payable to it by the Concessionaire
- d. retention and payments arising out of, or in relation to, liability for defects and deficiencies;
- e. operation and maintenance expense

f. balance, if any, in accordance with the instructions of the Concessionaire:

Provided that the disbursements specified in Sub-clause(a) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Lead ULB.

#### **4.3 Application of insufficient funds**

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

#### **4.4 Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

#### **4.5 Withdrawals during Suspension**

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

### **5 OBLIGATIONS OF THE ESCROW BANK**

#### **5.1 Segregation of funds**

Funds and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances 7(seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices in discharge of its duties and obligations here under, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

#### **5.4 No set off**

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

#### **5.5 Regulatory Approvals**

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

### **6 ESCROW DEFAULT**

#### **6.1 Escrow Default**

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any actor omission of the Lead ULB or the Lenders' Representative:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds in to the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days;  
or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences there of shall be dealt with under and in accordance with the provisions of the Concession Agreement.

## **7 TERMINATION OF ESCROW AGREEMENT**

### **7.1 Duration of the Escrow Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Lead ULB remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

### **7.2 Substitution of Escrow Bank**

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Lead ULB and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

### **7.3 Closure of Escrow Account**

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Article 24.4, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

## **8 SUPPLEMENTARY ESCROW AGREEMENT**

### **8.1 Supplementary escrow agreement**

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Article 24.4 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal there from, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which

is in consistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

## **9 INDEMNITY**

### **9.1 General indemnity**

9.1.1 The Concessionaire will indemnify, defend and hold the Lead ULB, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

### **9.2 Notice and contest of claims**

In the event that any Party here to receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Article 33 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **10 DISPUTE RESOLUTION**

### **10.1 Dispute resolution**

(a) Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising of one nominee each of the State Government, the Authority ULB, the Concessionaire and the Lenders' Representative and a Presiding Arbitrator appointed by all the nominees. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. The Arbitrators shall issue a

reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Amravati and the language of arbitration shall be English.

- (b) Conciliation In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Municipal Commissioner of the ULB and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting doesn't take place within the 7 (Seven) days period or the Dispute is not amicably settled within 30 (Thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of within 30 (Thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (Sixty) days of the notice in writing referred to in Clause 34.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 34.2 .

## **11 MISCELLANEOUS PROVISIONS**

### **11.1 Governing law and jurisdiction**

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

### **11.2 Waiver of Sovereign Immunity**

The Lead ULB unconditionally and irrevocably:

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

### **11.3 Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

#### **11.4 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

#### **11.5 Waiver**

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(b) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion up on the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### **11.6 No third-party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

#### **11.7 Survival**

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations here under which expressly or by implication survive 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.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement except for the obligations of indemnification which shall survive cancellation, expiration or termination of this Agreement.

#### **11.8 Severability**

If for any reason whatever 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 will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such in valid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Article 35.11 of this Agreement or otherwise.

### **11.9 Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

### **11.10 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

### **11.11 Language**

All notices, certificates, correspondence, and proceedings under or in connection with this Agreement shall be in English

### **11.12 Authorised representatives**

Each of the Parties shall, by notice in writing, designate the irrelative authorised representatives through whom only all communications shall be made. A Party here to shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

### **11.13 Original Document**

This Agreement may be executed in four counter parts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof £ :

<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of ESCROW BANK by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of LEAD ULB by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>
<p>In the presence of:</p> <p>1.</p>	<p>2.</p>
<p>SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lenders' Representative:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p> <p>(Fax No.)</p> <p>(e-mail address)</p>

£ To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

**Schedule 22**  
**KPI**

- I. Bidder shall ensure 330 days of plant operations
- II. Inert should not be more than 25% of the incoming waste and should be handed over/transported to the delivery point (to be informed by the authority).
- III. Environmental Parameters: a. Bidder will ensure dust, Air pollution (fly ash and bottom ash control) & noise, levels as per guidelines prescribed by CPCB/SPCB on Ambient Air Quality Standards and Noise Pollution at site and in the vicinity.

**Schedule 23**  
**Technical Specification**

To be filled as per the DPR approved by the Authority

**Schedule 24  
Letter of Credit**

**(To be provided by the Authority on or before execution date)**

## SCHEDULE-25 DISPUTE RESOLUTION BOARD

### Procedure for Dispute Resolution Board

The parties to the Concession Agreement mutually agree as follows:

1 The Board shall comprise of 03 (three) members having experience in the field of construction or have been involved in the works related to construction and with the interpretation of contractual documents. 01 (one) member shall be selected by each of the Authority and the Concessionaire.

In the event the Parties fail to select the member within 28 (twenty eight) days of the date of the signing of the Concession Agreement, in that eventuality, upon the request of either or both Parties such member shall be selected by Authority within 14 (fourteen) days. The third member shall be selected by the other two The third member shall serve as chairman of the board.

2 The board shall be constituted when each of the three board members has signed a board member's declaration of acceptance as required by the DRB's rules and procedures (which, along with the declaration of acceptance form, are attached as Annexure herewith).

3 In the event of death, disability, or resignation of any member, such member shall be replaced in the same manner as the member being replaced was selected. If for any other reason, a member fails or is unable to serve, the chairman (or failing the action of the chairman then either of the other members) shall inform the Parties and such non-serving member shall be replaced in the same manner as the member being replaced was selected. Any replacement made by the parties shall be completed within 28 (twenty eight) days after the event giving rise to the vacancy on the board. Replacement shall be considered complete when the new member signs the board member's declaration of acceptance.

Throughout any replacement process, the members not being replaced shall continue to serve and the board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the board shall not conduct a hearing nor issue a decision until the replacement is completed.

4 If either the Authority or the Concessionaire is dissatisfied with any decision of the board, and/or if the board fails to issue its decision within 56 (fifty six) days after receipt of all the pleadings (along with the supporting documents) of the parties by the chairman of the board or any extension mutually agreed upon by the Authority and the Concessionaire, in such a case, either the Authority or the Concessionaire may, within 28 (twenty eight) days after his receipt of the decision, or within 28 (twenty eight) days after the expiry of the said period, as the case may be, give notice to the other party, with a copy for information to the Independent

Expert, of his intention to refer the matter to the Conciliation Committee of Independent Experts (CCIE) of the Authority for conciliation/amicable settlement.

- 5 It is mandatory to refer all the Disputes to DRB before issuance of completion certificate and satisfactory completion of punch list items. No Dispute shall be entertained after completion of aforementioned date.
- 6 If the board has issued a decision to the Authority and the Concessionaire within the said 56 (fifty six) days or any extension mutually agreed upon by the Authority and the Concessionaire and notice of intention to commence Conciliation by the Conciliation Committee of Independent Experts (CCIE) of the Authority for conciliation/ amicable settlement as to such dispute has been given by either the Authority or the Concessionaire within 28 (twenty eight) days after the Parties received such decision from the board, the decision shall become final and binding upon the Authority and Concessionaire.
- 7 Whether or not it has become final and binding upon the Authority and the Concessionaire, a decision shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the Dispute to which the decision relates.
- 8 All decision of DRB which have become final and binding or till they have been reversed in subsequent conciliation/arbitration process shall be implemented by the Parties forthwith. Such implementation shall also include any relevant action of the Independent Expert.
- 9 If during the Concession Period, the Authority and the Concessionaire are of the opinion that the Disputes Resolution Board is not performing its functions properly, the Authority and the Concessionaire may together disband the Disputes Resolution Board and reconstitute it. In that case, a new board shall be selected in accordance with the provisions applying to the selection of the original board as specified above, except that words "within 28 (twenty eight) days after the signing of this Concession Agreement" shall be replaced by the words "within 28 (twenty eight) days after the date on which the notice disbanding the original board became effective".
- 10 The Authority and the Concessionaire shall jointly sign a notice specifying that the board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by email to each member of the board. A member shall be deemed to have received the email even he refuses to have received the same.
- 11 All other terms and conditions of the original Concession Agreement shall remain unaltered/unaffected and the parties shall remain bound by terms and conditions as contained therein.

**Annexure to Schedule 25**  
**Disputes Resolution Board's Rules and Procedures**

1. Except for providing the services required hereunder, the board members shall not give any advice to either Party or to the Independent Expert concerning conduct of the works. The board members:
  - a. Shall have no financial interest in any Party to the Concession Agreement, or the Independent Expert, or a financial interest in the contract, except for payment for services on the Board.
  - b. Shall have had no previous employment by, or financial ties to, any party to the Concession Agreement, or the Independent Expert, except for fee based consulting services/advisers on other projects, and/or be retired Government officers (not connected in whole or part with the Project), all of which must be disclosed in writing to both Parties prior to appointment to the board.
  - c. Shall have disclosed in writing to both Parties prior to appointment to the board any and all recent or close professional or personal relationships with any director, officer, or employee of Party to the Concession Agreement, or the Independent Expert, and any and all prior involvement in the Project to which the Concession Agreement relates;
  - d. Shall not, while board member, be employed whether as a consultant or adviser or otherwise by either Party to the Concession Agreement, or the Independent Expert, except as a board member, without the prior consent of the Parties and the other board members;
  - e. Shall not, while a board member, engage in discussion or make any agreement with any Party to the Concession Agreement, or with the Independent Expert, regarding employment whether as a consultant or otherwise whether after the Concession Agreement is completed or after service as a board member is completed.
  - f. Shall remain and be impartial and independent of the Parties and shall disclose in writing to the Authority, the Concessionaire and one another any fact or circumstance which might be such as cause to either the Authority or the Concessionaire to question the continued existence of the impartiality and independence required of board members; and
  - g. Shall be fluent in the language of the Concession Agreement.
2. Except for its participation in the board's activities as provided in the Concession Agreement and in this Agreement none of the Authority, the Concessionaire, and or the Independent Expert shall solicit advice or consultation from the board or the board members on matters dealing with the conduct of the works.

3. The Concessionaire shall:
  - a. Furnish to each Board member one copy of all documents which the board may request including Concession Agreement, progress reports and other documents pertinent to the performance of the Concession Agreement.
  - b. In cooperation with the Authority, coordinate the site visits of the board, including conference facilities, and secretarial and copying service.
4. The board shall begin its activities following the signing of a board member's declaration of acceptance by all three board members, and it shall terminate these activities as set forth below:
  - (a) The board shall terminate its regular activities when either
    - (i) issuance of completion certificate and completion of punch list items or
    - (ii) the Parties have terminated the Concession Agreement and when, in either case, the board has communicated to the Parties and the Independent Expert its decision on all Disputes previously referred to it.
  - (b) Once the board has terminated its regular activities as provided by the previous paragraph, the board shall remain available to process any dispute referred to it by either Party. In case of such a referral, board members shall receive payments as provided in paragraphs 7(a) (ii), (iii) and (iv).
5. Board members shall not assign or subcontract any of their work under these rules and procedures.
6. The board members are independent and not employees or agents of either the Authority or the Concessionaire.
7. Payments to the board members for their services shall be governed by the following provisions:
  - (a) Each board member will receive payments as follows:
    - i. A retainer fee per calendar month as specified in the schedule of fee made part of this Schedule and its revision from time to time. This retainer fee shall be considered as payment in full for:
      - (A) Being available, on 7 (seven) days' notice, for all hearings, Site visits, and other meetings of the board.
      - (B) Being conversant with all project developments and maintaining relevant files.
      - (C) All offices and overhead expenses such as secretarial services, photocopying and office supplies (but not include telephone calls, faxes and telexes) incurred in connection with the duties as a board member.
    - ii. A daily fee as specified in the schedule of fee in respect of fee for site visit & meeting, fee for meeting/ hearing not at site and extra charges for days (maximum. of 2 (two) days for travel on each occasion) other than hearing / meeting days.

- iii. Expenses, in addition to the above, all reasonable and necessary travel expenses (including economy class air fare, subsistence, and other direct travel expenses). Receipts for all expenses in excess of Rs. 2000/- (Rupees two thousand only) shall be provided.
  - iv. Reimbursement of any taxes that may be levied on payments made to the board member pursuant to this paragraph
    - a. The retainer fee and other fees shall remain fixed for the period of each board member's term until revised by Authority.
    - b. Phasing out of monthly retainer fee, beginning with the next month after the completion certificate (or, if there are more than one, the one issued last) has been issued, the board members shall receive only one-third of the monthly retainer fee till next one year. Beginning with the next month after the board has terminated its regular activities pursuant to paragraph 4(a) above, the board members shall no longer receive any monthly retainer fee. (c) Payments to the board members shall be shared equally by the Authority and the Concessionaire. The concerned Project Implementation Unit (PIU) of Authority shall pay members' invoices within 30 (thirty) calendar days after receipt of such invoices and shall invoice the Concessionaire for onehalf of the amounts of such invoices. The Concessionaire shall pay such invoices within 30 (thirty) days' time period after receipt of such invoices.
8. Board Site visits:
- (a) The board shall visit the Site and meet the representatives of the Authority, the Concessionaire and the Independent Expert at regular intervals, at times of critical construction events, at the written request of either Party, and in any case not less than 6 (six) times in any period of 12 (twelve) months. The timing of Site visits shall be as agreed among the Authority, the Concessionaire and the board, but failing agreement shall be fixed by the board.
  - (b) Site visits shall include an informal discussion of the status of the construction of the works. Site visits shall be attended by personnel from the Authority, the Concessionaire and the Independent Expert.
  - (c) At the conclusion of each Site visit, the board shall prepare a report covering its activities during the visit and shall send copies to the Parties and to the Independent Expert.
9. Procedure for Dispute Referral to the Board:
- (a) If either Party objects to any action or inaction of the other Party or the Independent Expert, the objecting Party may file a written notice of Dispute to the other Party with a copy to the Independent Expert stating that it is given pursuant to the Agreement and state clearly and in details the basis of the Dispute.
  - (b) The Party receiving the notice of Dispute will consider it and respond to it in writing within 14 (fourteen) days after receipt.

- (c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 10 (ten) days after receiving the response and call upon Independent Expert to mediate and assist the Parties in arriving an amicable settlement thereof. Both Parties are encouraged to pursue the matter further to attempt to settle the Dispute.
- (d) If the Independent Expert receiving the notice of Dispute fails to provide a written response within 14 (fourteen) days after receipt of such notice or failing mediation by Independent Expert, either Party may require such Dispute to be referred to the board, either Party may refer the Dispute to the board by written request to the board. The request for decision shall state clearly and in full detail the specific issues of the Dispute (s) to be considered by board and shall be addressed to the chairman of the board, with copies to the other board members, the other Party and the Independent Expert, and it shall state that it is made pursuant to this Agreement.
- (e) When a Dispute is referred to the board, and the board is satisfied that the Dispute requires the board's assistance, the board decide when to conduct a hearing on the Dispute. The board may request that written documentation and arguments from both Parties be submitted to each board member before the hearing begins. The Parties shall submit insofar as possible agreed statements of the relevant facts.
- (f) During the hearing, the Concessionaire, the Authority, and the Independent Expert shall each have ample opportunity to be heard and to offer evidence. The board's decision for resolution of the Dispute will be given in writing to the Authority, the Concessionaire and the Independent Expert as soon as possible, and in any event not more than 56 (fifty six) days or any mutually extended period between the Authority and the Concessionaire. The time period of 56 (fifty six) days of issuance of DRB decision will reckon/start from the day of first hearing that begins after submission of complete pleadings (including supporting documents, if any) by the parties.

#### 10. Conduct of Hearings:

- (a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the board. Private session of the board may be held at any cost-effective location convenient to the board. Video recordings of all hearings shall invariably be made.
  - (b) The Authority, the Independent Expert and the Concessionaire shall be given opportunity to have representatives at all hearings. Parties should restrain to bring any Advocate/Law Firm during DRB hearings.
- (c) During the hearings, no board member shall express any opinion concerning the merit of the respective arguments of the parties.
- (d) After the hearings are concluded, the board shall meet privately to formulate its decision. The private meeting (s) of the board shall not exceed 3 (three) sittings. All board deliberations shall be conducted in private, with all members' individual views kept strictly

confidential. The board's decisions, together with an explanation of its reasoning shall be submitted in writing to both Parties and to the Independent Expert. The decision shall be based on the pertinent contract provisions, applicable laws and regulations and the facts and circumstances involved in the dispute.

- (c) The Board shall make every effort to reach a unanimous decision. If this proves impossible the majority shall decide and the dissenting member may prepare a written minority report together with an explanation of its reasoning for submission to both Parties and to the Independent Expert.
11. In all procedural matters, including the furnishing of written documents and arguments relating to Disputes, Site visits and conduct of hearings, the board shall have full and the final authority. If a unanimous decision on any such matter proves impossible, the majority shall prevail.
12. After having been selected and where necessary approved each board member shall sign two copies of the following declaration and make one copy available each to the Authority and to the Concessionaire.

### **"BOARD MEMBER'S DECLARATION OF ACCEPTANCE"**

#### WHEREAS

- (a) A Concession Agreement (the Concession) for the \_\_\_\_\_ Project (fill in the name of Project) has been signed on \_\_\_\_\_ (fill in date) between \_\_\_\_\_ (name of Authority) and \_\_\_\_\_ (name of Concessionaire) (the Concessionaire).;
- (b) The provisions of Agreement and Dispute Resolution Board's rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).

(c) The undersigned has been selected to serve as a board member on said board; NOW THEREFORE, the undersigned board member hereby declares as follows:

1. I accept the selection as a board member and agree to serve on the board and to be bound by the provisions of Concession Agreement and rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).
2. With respect to paragraph 1 of Dispute Resolution Board's rules and procedure said Annex A, I declare:
  - (a) that I have no financial interest of the kind referred to in subparagraph (a):
  - (b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and
  - (c) that I have made to both Parties any disclosures that may be required by sub- paragraphs (b) and (c).

BOARD MEMBER \_\_\_\_\_ (insert name of board member)

Date: \_\_\_\_\_

**Schedule of expenses and fees payable to the member (s) of Dispute Resolution Board**

The fee and other expenses payable to the members of DRB shall be as under:

S. No	PARTICULAR	AMOUNT PAYABLE
1.	Retainer-ship fee, secretarial assistance and incidental charges (telephone, fax, postage etc.)	Rs. 50, 000/- per month
2.	Fee for site visit or meetings at site	Rs. 25, 000/- per day
3.	Fee for meetings/hearings not at site	Rs. 10,000 /- per day
4.	Traveling expenses	Economy class by air, AC first class by train and AC taxi by road
5.	Lodging & Boarding	Rs 15,000/- per day (Metro Cities) Rs. 10,000 /- per day (in other cities) or Rs. 5,000/- per day (own arrangement)
6.	Extra charges for days other than hearing/meeting days (travel days maximum of 2 (two) days on each occasion)	Rs.5,000/-
7.	6 Local conveyance	Rs.2,000/-

**Notes:**

- Lodging, boarding and travelling expenses will be allowed only for those members who are residing 100 (one hundred) kms away from the place of meeting.
- Delhi, Mumbai, Chennai, Kolkata, Bangalore, and Hyderabad shall be considered as metro cities.
- The above schedule of fee and expenses shall be applicable on or after the date of issue of this circular. iv. The expenses are to be shared equally by the parties i.e. Authority and Concessionaire