

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

Execution Application No. 11/2017

**IN**

O.A No.159/2013

(M.A. No. 1169/2018, M.A. No. 1715/2018 & M.A. No. 20/2019)

**WITH**

Original Application No. 77/2016  
(I.A. No. 74/2019 & M.A. No. 204/2019)

IN THE MATTER OF:

All India Lokadhikar Sangathan

...Applicant(s)

Versus

Govt. of NCT of Delhi & Ors.

...Respondent(s)

**WITH**

M/s Ashok Vihar Mitra Mandel

...Applicant(s)

Versus

Govt. of NCT of Delhi & Ors.

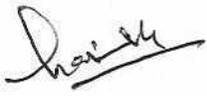
...Respondent(s)

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Place: New Delhi  
Dated : 21-01-2020

  
Executive Engineer (Civil)  
DSII DC  
**HARISH CHANDRA**  
Executive Engineer (Civil)  
D.S.I.I.D.C., T.C. Building  
Wazirpur Indl. Area, Delhi-52

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
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...Respondent(s)

**AFFIDAVIT OF COMPLIANCE FOR SETTING UP OF TREATMENT, STORAGE AND  
DISPOSAL FACILITY (TSDF) BY DELHI STATE INDUSTRIAL & DEVELOPMENT  
CORPORATION LTD. (DSIIDC)**

I, Harish Chandra s/o Late Sh. Dori Lal Singh, aged 54 years do hereby  
solemnly affirm and state on oath as follows:

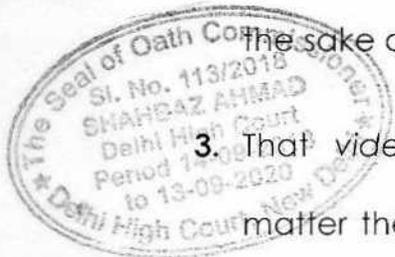


A. That I am the Executive Engineer (Civil) of the Respondent i.e. DSIIDC  
at Technical Centre Building, Wazirpur Indl. Area, Delhi- 110052.

B. That I am familiar with the facts of this case and am competent to  
depose this affidavit on behalf of the Respondent. That I have  
perused the contents of the captioned Appeal and the records as  
are available with the Respondent on the subject, and I have fully  
acquainted myself with the facts of this case to enable me to  
depose on affidavit.

C. That I state that nothing in above-captioned matter be deemed to be admitted except to the extent that it is admitted specifically herein. That I have been advised to state the following:

1. That vide Order dt. 19.11.2019 in above-captioned matter the Hon'ble National Green Tribunal directed that an affidavit of compliance, disclosing the tangible progress on setting up of TSDF, be filed by 20.01.2020 by email at 'judicial-ngt@gov.in'.
2. That this Report is in continuation of the Report on Development of Treatment, Storage and Disposal Facility for Hazardous Waste at Bawana, Delhi, as was filed by DSIIDC before the Hon'ble Tribunal on 15.11.2019 vide e-mail in pursuance of the Orders of this Hon'ble Tribunal. That it is humbly requested that the said Report be read as a part and parcel of the instant Report, and that the facts and averments mentioned therein are not repeated herein for the sake of brevity.



3. That vide Order dated 19.11.2019 in above-captioned matter the Hon'ble Tribunal directed that the setting up of TSDF be completed latest by June, 2020.

4. That in pursuance of Order dated 19.11.2019 the progress regarding the setting up of TSDF is as below:

- i. That DSIIDC re-invited the Request for Proposal ('RFP') for the third time for the development of TSDF on 26.12.2018 but the award of work could not be finalized due to Order dated 23.01.2019 passed in WP(C) 765/2019 titled *M/S SMS Ltd. v. DSIIDC*

(hereinafter 'the said Petition') by the Hon'ble High Court of Delhi. That the copy of Order dated 23.01.2019 is annexed herewith as **Annexure R-1**.

ii. That *vide* Order dated 06.05.2019 the Hon'ble High Court granted liberty to DSIIDC to open the price bid and bring the result in a sealed cover to the Hon'ble Court. That the copy of Order dated 06.05.2019 is annexed herewith as **Annexure R-2**.

iii. That *vide* Order dated 13.05.2019 the Hon'ble High Court deemed it appropriate to hear the matter on merits, and directed that the financial bid, which had been opened, be kept in a sealed cover till further orders. That the copy of Order dated 13.05.2019 is annexed herewith as **Annexure R-3**.



iv. That *vide* Order dated 09.10.2019 the Hon'ble High Court was pleased to dismiss the said Petition holding that since the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract, there was no justifiable reason to interfere in the matter in exercise of jurisdiction under Article 226 of the Constitution of India. That the copy of Order dated 09.10.2019 is annexed herewith as **Annexure R-4**.

- v. That, subsequently, in view of the dismissal of the said writ as aforesaid, on 14.11.2019 DSIIDC opened the financial bids of the RFP, and that M/S Tamil Nadu Waste Management Ltd. ('TNWML') was found as the lowest bidder.
- vi. That, accordingly, on 30.11.2019 a Letter of Acceptance ('LOA') was issued to M/S TNWML for the work of development of TSDF. That a copy of the LOA is annexed herewith as **Annexure R-5**. That on 17.12.2019 the Letter of Commencement ('LOC') of work was issued to M/S TNWML. That a copy of the LOC is annexed herewith as **Annexure R-6**.



- vii. That as per the terms and conditions of the Agreement executed between DSIIDC and TNWML the time for completion of work is 15 months after the award of work. That, however, in pursuance of Order dated 19.11.2019 M/S TNWML has been requested to complete the work by June 2020. That a copy of the said Agreement is annexed herewith as **Annexure R-7**.
- viii. That, subsequently, M/S TNWML submitted a proposal to Ministry of Environment, Forest & Climate Change (MoEF&CC) for seeking Terms of Reference in terms of provisions of the Environment Impact Assessment ('EIA') Notification, 2006 under the Environment (Protection) Act, 1986.

ix. That the said proposal of M/S TNWML for grant of Terms of Reference with respect to the work of 'Treatment, Storage and Disposal Facility' was considered by the Expert Appraisal Committee ('EAC') in its 47<sup>th</sup> meeting held during 26-27 December, 2019; and that on 06.01.2020 the said Terms of Reference were issued by the EAC. That a copy of the said Terms of Reference is annexed herewith as **Annexure R-8**.

x. That in pursuance of the said TOR, as issued by MoEF&CC, the EIA survey has been conducted; and the EIA Report is being prepared which shall be submitted by M/S TNWML to DPCC for necessary action for conducting a public hearing.

xi. That subsequent to such a public hearing the DPCC shall submit a Report to MoEF&CC along with the proceedings of such public hearing for taking necessary action with respect to grant of Environmental Clearance to M/S TNWML for carrying out the said work.

xii. That it is subsequent to the receipt of Environmental Clearance from MoEF&CC that M/S TNWML shall apply to DPCC for 'Consent to Establish', and for other statutory clearances, and necessary action, for setting up of TSDF.



**DEPONENT**  
**HARISH CHANDRA**  
Executive Engineer (Civil)  
D.S.I.I.D.C., T.C. Building  
Wazirpur Indl. Area, Delhi-52

21 JAN 2020

VERIFICATION

Verified at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 that the contents of the above affidavit are true to my knowledge, as based on the records of Respondent, no part of it is false, and nothing material has been concealed therefrom.

*- in person*  
I identified the Deponent who has signed in my presence.

**DEPONENT**  
**HARISH CHANDRA**  
Executive Engineer (Civil)  
D.S.I.I.D.C., T.C. Building  
Wazirpur Indl. Area, Delhi-52

21 JAN 2020



CERTIFIED THAT THE DEPONENT  
Shri/Smt/Kin. Harish Chandra Age 45  
Sta. W/o. Deepa Singh  
R/o. 233  
Identified by in person  
has solemnly affirmed before me at Delhi  
On \_\_\_\_\_ at NO. \_\_\_\_\_  
that the contents of the affidavit which have  
been read before me are true and  
correct to his knowledge.

Oath Commissioner, Delhi  
New Delhi

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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ W.P.(C) 765/2019, C.M. APPL.3325-3326/2019

SMS LIMITED

..... Petitioner

Through : Sh. Ashish Dholakia, Sh. Anikit Mangla  
and Ms. Surbhi Sharma, Advocates.

versus

DELHI STATE INDUSTRIAL & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD ..... Respondent

Through : Ms. Nikita Salwan, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE S. RAVINDRA BHAT**  
**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

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**23.01.2019**

Issue notice. Ms. Nikita Salwan, Advocate accepts notice.

The respondent/DSI IDC's notice invited tenders (NIT) for development of treatment, storage and disposal facility for hazardous waste. Its bid submitted in March 2018 was deemed compliant and acceptable as of October, 2018.

However, it is further contended that till date, the bid has not been rejected. Learned counsel relied upon clause 3.7 of the said NIT issued in March 2018, to the following effect:

***"3.7 Contacts during Bid evaluation***

*Bids shall be deemed to be under consideration immediately after they are opened and until such time DSI IDC makes official intimation of award/rejection to the Bidders. While the Bids are under consideration,*

*Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, DSIIDC and/or their employees/representatives/advisors on matters related to the Bids under consideration."*

It is submitted that the impugned tender/NIT issued in December 2018 is arbitrary inasmuch as that even though the petitioner was deemed complaint and its bid acceptable, a fresh bidding has ensued to its prejudice in this regard.

This Court is of the opinion that in the circumstances, the petitioner should, without prejudice to its rights, be permitted to participate in the fresh bidding/NIT process provided it prefers to do so, within the time given in that regard in the fresh NIT.

The respondent DSIIDC is, in the circumstances, directed not to finalise and award the contract pursuant to the NIT/tender issued in December 2018 till the next date of hearing. The respondent shall ensure that the original records pertaining to the evaluation of the tender/NIT of February 2018 as well as the office notings and documents pertaining to the decision to issue or publish a fresh tender for the same work during the pendency of the earlier NIT without indicating a final decision, are produced in the Court on the next date of hearing. List on 20.02.2019.

**S. RAVINDRA BHAT, J**

**PRATEEK JALAN, J**

**JANUARY 23, 2019/AJK**

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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 765/2019  
SMS LIMITED

..... Petitioner

Through Mr. Ashish Dholakia, Mr. Sandeep Das,  
Mr. Gautam Bajaj & Mr. Surbhi Sharma,  
Advocates.

versus

DELHI STATE INDUSTRIAL & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD

..... Respondent

Through Mr. Sanjay Jain, Sr. Advocate with Mr.  
Vinod Diwakar, Mr. Yuvraj Sharma, Ms.  
Radhika Roy & Mr. Sayandeep Pahari,  
Advocates.

**CORAM:**

**HON'BLE MR. JUSTICE G.S.SISTANI**  
**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

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**06.05.2019**

**CM APPL 3326/2019 (exemption)**

Exemption is allowed subject to just exceptions.

Application stands disposed of.

**W.P.(C) 765/2019, CM APPL. 3325/2019 & 9569/2019**

We are informed by Mr. Jain, learned senior counsel for the respondent that there are only two successful tenderers in the bid arising out of an advertisement dated 18.12.2018. We may note that by an order dated 23.01.2019, the respondent was directed not to finalise and award the contract pursuant to NIT/tender, till this interim order continues. We grant liberty to the respondent to open price bid and bring the result in a sealed cover to this Court. Needless to say that in case the petitioner is successful, this petition would

become infructuous and if not, the matter would be heard on merits.

List on 13.05.2019.

G.S.SISTANI, J

JYOTI SINGH, J

**MAY 06, 2019/ck/**

*W.P.(C) 765/2019*

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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 765/2019, C.M.3325/2019 &amp; 9569/2019

SMS LIMITED

..... Petitioner

Through: Mr.Ashish Dholakia, Mr.Sandeep Das,  
Mr.Rohan Chawla and  
Ms.Surbhi Sharma, Advocates.

versus

DELHI STATE INDUSTRIAL & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD.

..... Respondent

Through: Mr.Vinod Diwakar, CGSC with  
Mr.Sayandeep Pahari and Ms.Radhika  
Roy, Advocates**CORAM:****HON'BLE MR. JUSTICE G.S.SISTANI**  
**HON'BLE MS. JUSTICE JYOTI SINGH****ORDER**

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**13.05.2019**

Mr.Dholakia has handed over a copy of an e-mail dated 10.05.2019 in Court. He submits that the e-mail speaks volumes about the conduct and manner, in which the tendering process has been undertaken. He further contends that the respondents vide e-mail dated 10.05.2019 at 16:05 informed the petitioner about the acceptance of his tender and invited the petitioner to participate in the financial bid scheduled at 4.10 p.m. on the same day i.e. 10.05.2019. He relies on paras 6, 8, 9 and 10 of *Haffkine Bio-Pharmaceutical Corporation Limited, A Government of Maharashtra Undertaking Through Manager vs. Nirlac Chemicals Through its Manager and Others*, and batch matters reported at (2018) 12 SCC 790 in support of his contention that the tenders are to be opened in the presence of the representatives of the bidders. Mr.Diwakar, counsel for the petitioner submits that the respondents are willing

to give sufficient notice to both the parties and open the bid in their presence. Mr.Dholakia is apprehensive of the offer as he submits that bid has already been opened once. We may note that we had, in our previous order dated 06.05.2019, directed opening of the financial bid for the reason that in case, offer of the petitioner was not found eligible, the scope of this writ petition would become narrower. However, we deem it appropriate to hear the matter on merits. Financial bid, which had been opened, has already been kept in a sealed cover. Let the same be kept in a sealed cover till further orders.

List on 22.05.2019.

**G.S.SISTANI, J**

**JYOTI SINGH, J**

**MAY 13, 2019**

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*W.P.(C) 765/2019*

*page 2 of 2*

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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Date of Judgment : 9<sup>th</sup> October, 2019*+ W.P.(C) 765/2019, CM APPLs. 3325/2019 (stay), 9569/2019  
(vacation) & 31289/2019 (impleadment)

SMS LIMITED

..... Petitioner

Through: Mr.Ashish Dholakia, Mr.Sandeep  
Das, Ms.Arushi Mishra & Mr.Asif,  
Advts.

versus

DELHI STATE INDUSTRIAL & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD.

..... Respondent

Through: Ms.Anusuya Salwan, Ms.Shreya  
Sharma, Ms.Nikita Salwan and  
Mr.Ayush Srivastava, Advts. for  
respondent.Mr.Rajshekar Rao, Mr.Matrugupta  
Mishra, Mr.Omar Waziri and  
Mr.Karthik Sundar, Advts. for the  
intervenor/Tamil Nadu Waste  
Management in C.M.31289/2019**HON'BLE MR. JUSTICE G.S.SISTANI****HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI****G.S. SISTANI, J. (ORAL)**

1. With the consent of the parties, this writ petition is set down for final hearing and disposal at the admission stage itself.
2. The necessary facts required to be noticed for disposal of this petition are that a notice bearing RFP no. 2/17-18 (Tender ID: 2017\_DSIDC\_141733\_1) inviting bids for Development of Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste on Build, Operate and Transfer (BOT) basis at Bawana in Delhi was issued by the Delhi State Industrial and Infrastructure Development Corporation Limited (DSIIDC), the respondent, in the month of December, 2017.

The last date for submission of the bid was 08.01.2018. Admittedly, the petitioner was the only bidder.

3. A corrigendum was subsequently released stating that NIT having RFP no. 2/17-18 (Tender ID: 2017\_DSIDC\_141733\_1) is cancelled and the RFP for the work would be re-invited. This corrigendum was issued on 16.02.2018 and a second call for NIT having RFP no. 2/17-18 (Tender ID: 2017\_DSIDC\_141733\_1) was issued. The technical bid under the second NIT was opened on 07.03.2018; whereupon a notice was issued on 27.06.2018 asking the petitioner to make a power-point presentation for the technical proposal on 02.07.2018 at the office of the respondent. The financial bid of the petitioner was opened on 18.10.2018.
4. Thereafter, a tender summary report was uploaded on the e-tendering system of the Government of NCT of Delhi on 18.10.2018 confirming the acceptance for the technical bid made by the petitioner and rejection of the bid made by Tamil Nadu Waste Management Limited (TNWML), who was the second bidder. Subsequently the tender summary report uploaded stated that the financial bid of the petitioner had also been accepted on 22.10.2018.
5. Meanwhile, aggrieved by the decision of the respondent, TNWML filed a writ petition being W.P.(C) No. 11544/2018 in the Delhi High Court wherein this court, vide order dated 19.11.2018, decided not to interfere with the decision of the Respondent regarding rejection of TNWML's bid.
6. A notice of meeting was later sent to the respondent on 01.12.2018, scheduling a meeting on 04.12.2018 at 11 a.m. for negotiation of the 'tipping fee' quoted by the petitioner. On 04.12.2018, a letter regarding

negotiation of tipping fee was sent by the petitioner to the respondent, submitting its final rates after negotiation.

7. A third/fresh tender was however invited by the respondent in December, 2018 for the same purpose, for which the last date for submission of bid was 28.01.2019. Without prejudice to its rights and contentions arising from the earlier tender, the petitioner participated in the third tender as well, as by this point of time, the present writ petition had been filed and permission had been granted to the petitioner to participate as is seen from order dated 23.01.2019, the operative part of which reads as under:

“It is submitted that the impugned tender/NIT issued in December 2018 is arbitrary inasmuch as that even though the petitioner was deemed complaint and its bid acceptable, a fresh bidding has ensued to its prejudice in this regard.

This Court is of the opinion that in the circumstances, the petitioner should, without prejudice to its rights, be permitted to participate in the fresh bidding/NIT process provided it prefers to do so, within the time given in that regard in the fresh NIT.

The respondent DSIIDC is, in the circumstances, directed not to finalise and award the contract pursuant to the NIT/tender issued in December 2018 till the next date of hearing. The respondent shall ensure that the original records pertaining to the evaluation of the tender/NIT of February 2018 as well as the office notings and documents pertaining to the decision to issue or publish a fresh tender for the same work during the pendency of the earlier NIT without indicating a final decision, are produced in the Court on the next date of hearing. List on 20.02.2019.”

8. Pursuant to the directions contained in order dated 23.01.2019, the results of the third tender have been brought to Court in a sealed cover which we have not opened till this point of time. Mr. Ashish Dholakia, learned

counsel for the petitioner submits that the petitioner was the successful bidder; and in this context, Mr. Dholakia has placed strong reliance on a document dated 22.10.2018 to buttress his arguments that the final bid of the petitioner stood accepted and the status was uploaded on the website on 22.10.2018, which is reproduced below:

<b>Bids List</b>							
S.No	Packet Type	Bidder Number	Bidder Name	Submitted Date	Status	Reason	Status Updated On
1	Finance	811764	SMS LIMITED	07-Mar-2018 11:54 AM	Accepted-Finance		22-Oct-2018 01:35 PM

9. The petitioner was called for negotiations and a letter was also sent to the respondent on 04.12.2018 as regards the final rates of tipping fee negotiated between the parties.
10. Learned counsel submits that once the final bid of the petitioner was opened and it came into the public domain, re-tendering would cause serious prejudice to the petitioner as his financial bid would be available to all bidders/competitors. Thus TNWML would be at an unfair advantage as they would have knowledge of the rates that the petitioner has quoted. Moreover, the petitioner's quotation already stood accepted, as is evident from document dated 22.10.2018, which is undisputed.
11. Mr. Dholakia has strongly urged before us that post 22.10.2018, the respondents made every effort to somehow cancel the tender to avoid granting of the contract to the petitioner. It is submitted that the report of the consultant has also been completely ignored, which shows that the petitioner's bid was highly reasonable in light of the nature of work which was to be performed. He further submits that the reasons that have been recorded to justify the cancellation are arbitrary and fanciful; and have been cited solely to accommodate TNWML and somehow not

award the tender to the petitioner. Mr. Dholakia has drawn the attention of the Court to tender condition No.3.7 in support of his submission that post 22.10.2018 as well as in December 2018, when the third tender was issued, the bid of the petitioner must be deemed to be "under consideration". Clause 3.7 reads as under:

**"3.7 Contacts during Bid evaluation**

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

12. Mr. Dholakia has also placed reliance on clause 2.16.3 to contend that in case the intent of the respondent was to cancel the bid, the same was not evident even from the fact that the bid security was not returned to the petitioner. Clause 2.16.3 of the tender is reproduced below:

**"2.16.3 The Bid Security of unsuccessful Bidders will be returned by DSIIDC without any interest, as promptly as possible after execution of the Concession Agreement with the Concessionaire or when the Bidding Process is cancelled by DSIIDC.**

The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing a performance security of an amount of Rs.1.00 Crore(Rupees One Crore only) (the "Performance Security") as per Schedule - G of the Draft Concession Agreement."

However, post the filing of this writ petition and without taking leave of the Court, the bid security amount has been deposited in the account of the petitioner. In short, Mr. Dholakia contends while on the one hand the bid of

the petitioner was under active consideration; on the other hand, a third bid was invited for no justifiable reason.

13. Learned counsel for the petitioner has also referred to the additional affidavit filed by the respondent, wherein note-sheets have also been annexed to justify the action to invite a fresh bid. Mr. Dholakia submits that the chart which has been prepared to show that the rates of the petitioner are higher in comparison to the rates quoted for other States is factually incorrect. Learned counsel has also drawn the attention of the Court to the opinion of the consultant as well as to clause 12.5, which read as under:

“236. Further it is stated that total financial effect works out to Rs.2,70,99,520/- against the estimated cost of Rs.2,63,36,800/- which is 2.89 % above the estimated cost and 6.35% below the justified rates amounting to Rs.2,88,69,949/-.”

#### “12 FINANCIAL FEASIBILITY

##### 12.5 Tariffs at Other Similar Facilities in India

A review of the tipping fees at some of the operational facilities in India was done to get an estimate of the market. The scale of most of the facilities reviewed was much higher than the current facility planned for Delhi and may not be comparable on direct scale.

The tariff charged by the Hazardous Waste facility in Pali (Haryana) for treatment and disposal are projected by the following range:

- Direct Landfill : Rs.1500-2000 per metric tonne;
- Stabilization/solidification followed by landfilling : Rs.5000 to Rs.20000 per metric tonne;
- Incineration : Rs.15,000 – Rs.20,000 per metric tonne.

The pricing structure for the hazardous waste management at Hyderabad are as under:

- Direct Landfill Rs.1500 per metric tonne depending on waste quantities;

- Stabilisation followed by landfill: Cost of landfill + Bulking Factor + cost of stabilisation reagents + Rs. 180 per metric tonne re-handling expenses;
- Incineration of; wastes: Rs. 15 to Rs. 45 per kg of waste depending on characteristics of wastes, such as heat value, halogen content etc.

The pricing structure for the hazardous waste facility at Kanpur Dehat is provided in the following section

- Direct landfilling: Rs.2000-Rs.15000
- Incineration charges : Rs.15000 – Rs.50000

It was observed that most of the facilities have direct landfill rates in the range of Rs 1500-2500 per tonne, the cost for treatment cum landfill was primarily dependent of the type of treatment provided to the waste and ranges between Rs 5000 - Rs.10000 per tonne and cost of incineration was in the range of Rs 15000 - Rs 50000 per tonne. The cost of incineration of waste is much higher due to high fuel and equipment cost.”

14. Mr. Dholakia contends that the report of the consultant could not have been ignored by the respondent since surely, the consultant is an expert in his field; and that comparison of unequals is no comparison in the eyes of law and that therefore the tariffs cited from other places are irrelevant.
15. Mr. Dholakia further submits that the note-sheet sought to be relied upon by the respondent does not portray the correct picture because while preparing the note-sheets the project report rendered by experts has not been taken into account; and the said report should be the deciding factor since it is a report of an expert body. It is also contended that the justification sought to be given for cancellation of the tender is in fact arbitrary and fanciful; and has only been done with a view to deprive the petitioner of being awarded the tender.

16. Ms. Anusuya Salwan, learned counsel for the respondent submits that the apprehension of the petitioner and the allegations of mala fides and favoritism towards TNWML are not borne-out from the record; and that they are even otherwise false. It is contended that in case the respondent was in favour of TNWML, the respondent would not have opposed the writ petition filed by TNWML and contested the same tooth-and-nail. Secondly, it is contended that all the note-sheets filed along with the affidavit indicate the thought process of the respondent and detailed reasons for inviting a third tender for the work in question. It is submitted that the intent, purpose and objective of inviting the third bid was to seek lower rates as the rates quoted by the petitioner were on the higher side in comparison to similar kind of work performed in Pali (Haryana), Hyderabad and Kanpur-Dehat. Strong reliance is placed on the chart provided in the note-sheet which we reproduce below:

Sl. No.	Particulars	As per Estimate (in Rs.)	Quoted rates after negotiation (in Rs.)	Pali (Haryana)	Hyderabad	Kanpur Dehat
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Direct Landfill	2800 Per MT	3800 Per MT	Rs. 1500-2000 Per MT	Rs. 1500 Per MT	Rs. 2000-15000 Per MT
2	Treatment and then landfill	11200 Per MT	8260 Per MT	Rs. 5000 to Rs. 20000 Per MT	-----	-----
3	Incineration and then landfill	28000 Per MT	33040 Per MT	Rs. 15000 to Rs. 20000 Per MT	Rs. 15000 to Rs. 45000 Per MT	Rs. 15000 to Rs. 50000 Per MT

17. Ms. Salwan also contends that the capital cost in case of the petitioner is approximately Rs.32,21,92,000/- ; and as per the report rendered by the experts, the cost should be around Rs. 22 crores, whereby it is apparent that the capital cost quoted by the petitioner is almost 30% higher than the cost estimated by the experts, which, according to Ms. Salwan, would

be compensated somewhere in the amounts bid on other counts. It is contended that a careful reading of the note-sheets of the respondent, which have been placed on record; and the reasons that were accepted by the Board in the minutes of its 280<sup>th</sup> meeting on 19.12.2018, would leave no doubt that the action of the respondent is in public interest and in the best interests of the respondent.

18. Mr. Dholakia clarifies that the capital cost of the project is not relevant; and thus, reliance placed on the capital cost is misplaced; and that the final negotiated tipping fee had been accepted and agreed to by the respondent. Mr. Dholakia has placed reliance on W.P.(C) Nos.4296/2016 & 6314/2016 dated 22.08.2016 titled as *Orion Security Solutions Pvt. Ltd. vs. Govt. of NCT of Delhi & Ors.* more particularly, paragraphs 33 and 34, which are reproduced as under:

“33. In any public contract, the decision is required to be an informed decision and it should not be arbitrary, illegal or based on irrelevant considerations. If the decision is based on irrelevant consideration or it overlooks relevant considerations, it has necessarily to be termed as arbitrary.

34. In a publicized government contract, it is always expected that the lowest bid would be accepted, a possible exception being, its commercial un-viability. An agency inviting tender has the discretion to accept or reject the tenders which includes the right to reject even a lowest tenderer, but such decision has to be based on objective considerations relatable to the requirements in the tender notice and the contract requirements to be performed. It would only be a repetition of sorts regarding the requirement of the state, in all circumstances, to act in an objective, fair and reasonable manner...”

19. Reliance is also placed on *Union of India vs. Dinesh Engineering Corporation & Anr.* reported at (2001) 8 SCC 491, paragraph 15 and 16 of which are reproduced hereinunder:

“15. Coming to the second question involved in these appeals, namely, the rejection of the tender of the writ petitioner, it was argued on behalf of the appellants that the Railways under clause 16 of the Guidelines was entitled to reject any tender offer without assigning any reasons and it also has the power to accept or not to accept the lowest offer. We do not dispute this power provided the same is exercised within the realm of the object for which this clause is incorporated. This does not give an arbitrary power to the Railways to reject the bid offered by a party merely because it has that power. This is a power which can be exercised on the existence of certain conditions which in the opinion of the Railways are not in the interest of the Railways to accept the offer.....”

16. But then as has been held by this Court in the very same judgment that a public authority even in contractual matters should not have unfettered discretion and in contracts having commercial element even though some extra discretion is to be conceded in such authorities, they are bound to follow the norms recognised by courts while dealing with public property. This requirement is necessary to avoid unreasonable and arbitrary decisions being taken by public authorities whose actions are amenable to judicial review. Therefore, merely because the authority has certain elbow room available for use of discretion in accepting offer in contracts, the same will have to be done within the four corners of the requirements of law, especially Article 14 of the Constitution.....”

20. Ms. Salwan, learned counsel for the respondent has further placed strong reliance on the note-sheets and the Minutes of the Meeting of the Board of Directors to justify the action of the respondent in cancelling the bid. She has also placed reliance on clause 2.12 of the tender condition, which we reproduce below:

“2.12 Rejection of Bids: Notwithstanding anything contained in this RFP, DSIIDC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without

any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that DSIIDC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.”

21. We have heard learned counsel for the parties and have considered their rival contentions.
22. The short question which arises for our consideration is as to whether the cancellation of the second tender was done for justifiable reasons or not. The law with regard to dealing with the matters pertaining to tenders is well-settled. The court is not to analyze the decision but only the process employed in arriving at the decision. Judicial intervention is only called for in cases where the action is completely arbitrary or without any basis. The Supreme Court in *Silppi Constructions Contractors vs Union of India* reported at 2019 SCC OnLine SC 1133 has held as under:

“19. This Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction

of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The Courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer.

20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case."

23. Upon an examination of the note-sheets, we find that the respondent has taken into account a comparative table of estimates for various waste

management operations in Pali (Haryana), Hyderabad and Kanpur (Dehat) to reach a conclusion that the bid quoted is excessive; and thus the respondent in its wisdom has decided to recall the tender. Although Mr. Dholakia has strongly urged before us that this comparison is between unequals, we are clear that as far as Courts are concerned, it has been consistently held by the Apex Court that such aspects should be left to the party issuing the tender and is not for the court to decide. Even otherwise, the tender conditions give an unequivocal option and right to the respondent to recall any tender. The Hon'ble Supreme Court of India in the case of *Monarch Infrastructure (P) Ltd. vs. Commissioner, Ulhasnagar Municipal Corporation and Others* (2000) 5 SCC 287 has categorically held that the terms and conditions in the tender that are prescribed by the Government, are done bearing in mind the nature of the contract; and in such matters the authority calling for the tender is the best judge to prescribe the terms and conditions. It was also held that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract.

24. Accordingly, we do not find any justifiable reason to interfere in the matter in exercise of our jurisdiction under Article 226 of the Constitution of India to grant the relief sought.
25. The writ petition is accordingly dismissed. Interim order stands vacated.

**G.S. SISTANI, J**

**ANUP JAIRAM BHAMBHANI, J**

**OCTOBER 09, 2019/rb**

**DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION**  
**TECHNICAL CENTRE BUILDING, WAZIRPUR INDUSTRIAL AREA, DELHI - 52**  
**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**

No: DSIIDC/EE(CYLOA/TSDf/2019-20/1123

Date: -30.11.2019

M/s Tamil Nadu Waste Management Ltd. (TNWML)  
 13<sup>th</sup> floor, Ramky Grandiose, Ramky Towers  
 Gachibowli, Hyderabad-500084

**LETTER OF ACCEPTANCE**

**Name of Work:- Development of Treatment, Storage and Disposal Facility (TSDf) for Hazardous Waste on BOT basis at Bawana in Delhi.**

Dear Sir,

Your Request for proposal (RFP) vide RFP No. 03/18-19 Tender Id-2018\_DSIIDC\_164467\_1 dated 26.12.2018 for the work mentioned above has been accepted on behalf of MD, DSIIDC at your quoted tipping fees for 1<sup>st</sup> year as described below :-

S. No	Particular	Quantum of waste (Tonnes Per annum)	Tipping fee per Ton applicable during 1 <sup>st</sup> year of operation after achieving COD (in Rupees) as quoted by M/s TNWML	Amount as per rate quoted by TNWML (in Rs.)
1.	For Direct land filling	1932	1395/-	26,95,140/-
2.	For treatment and land filling	996	2936/-	29,24,256/-
3.	For incineration and landfilling	349	17991/-	62,78,859/-
Total				1,18,98,255/-

Tipping fees for the subsequent years after the first year shall be applicable as per terms and conditions of RFP. In addition to this, transportation fee and Grant-in-Aid shall also be applicable in accordance of the terms and conditions of the RFP.

You are requested to submit the Performance Security of Rs. 1.00 crore (Rs. One Crore only), in favour of "DSIIDC Ltd." from a scheduled or nationalized bank acceptable to DSIIDC and payable and enforceable in Delhi, (the "Performance Security") and the same shall be kept valid in the specified amounts at all times during the execution of TSDf and Concession Period by renewal or otherwise., within seven days of issue of this letter. The performance Security shall be in the prescribed form of the draft concession agreement of RFP and shall be valid Upto for the year of 2047.

On receipt of prescribed performance security, necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.

Please note that the time allowed for carrying out the work as entered in the tender contracts 15 months which shall be reckoned from the 15 days after the date of issue of this letter.



*Handwritten signature*

Though the time of completion is 15 months as per RFP but all out efforts should be made to complete the work by June, 2020 as per the direction of Hon'ble NGT.

Further, you are requested to submit the acknowledgement agreeing to comply with the conditions set out in the RFP and to execute the Concession Agreement immediately.

Yours faithfully,

*Harish*  
 (Harish Chandra)  
 Executive Engineer (Civil)

Copy to:-

1. Managing Director, DSIIDC
2. Special Commissioner (Env.), GNCTD of Delhi & Member Secretary, DPCC
3. Member Secretary, Central Pollution Control Board
4. Executive Director, DSIIDC
5. Director (Finance), DSIIDC
6. Deputy commissioner of Industries (CETP)
7. Chief Engineer-II, DSIIDC
8. SE (Env.), DSIIDC
9. C.A.O. (W)
10. D.A.O. (W)
11. S.O.(W)
12. Master file



*Harish*  
 20/11/19

**DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORP. LTD.**  
**TECHNICAL CENTRE BUILDING, WAZIRPUR INDUSTRIAL AREA, DELHI - 52**  
**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**

No: DSIIDC/ EE(C)/LOC/TSDF/2019-20/1203  
M/s Tamil Nadu Waste Management Ltd.  
13<sup>th</sup> floor, Ramky Grandiose, Ramky Towers  
Gachibowli, Hyderabad-500084

Date: 18.12.2019

**Letter of Commencement**

**Name of Work:** Development of Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste on BOT basis at Bawana in Delhi.

1. Performance Security /Bank Guarantee no: 16340100012442 dated 04.12.2019 amount to Rs. 1,00,00,000/- Crore (Rs. One Crore only) issued by **Axis Bank Limited credit Management Centre-Hyderabad (AP), 6-3-879/B First Floor Pulla Reddy BL, Greenlands, Begumpet Road, Hyderabad-500016** Valid upto 03.12.2024 submitted vide your letter no: TNWML/DSIIDC/2019/12/01 dated 05.12.2019 received on 06.12.2019.
2. This office letter of acceptance no. DSIIDC/EE(C)/LOA/TSDF/2019-20/1123 dated 30.11.2019.

Dear Sir,

You are requested to contact **Sh. Manish Mishra, JE (C)** for taking possession of site and to start the work at once as per concessionaire agreement and terms & conditions of the RFP.

In continuation to the letter referred to above, you are requested to attend this office to complete the formal agreement within Three days with Rs. 100/- judicial stamp paper from the date of this letter.

*Harish Chandra*  
18/12/19  
(Harish Chandra)  
E.E. (C)

Copy to:-

1. Managing Director, DSIIDC
2. Special Commissioner (Env.), GNCTD of Delhi & Member Secretary, DPCC
3. Member Secretary, Central Pollution Control Board
4. Executive Director, DSIIDC
5. Director (Finance), DSIIDC
6. Deputy Commissioner of Industries (CETP)
7. Chief Engineer-II, DSIIDC
8. SE (Env.), DSIIDC
9. C.A.O. (W)
10. D.A.O. (W)
11. S.O.(Env.)
12. M/s Arcadis Consultant
13. OSD to Y.P.M.C.
14. Master file

*SG*



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*hig*

DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORP. LTD.

TECHNICAL CENTRE BUILDING, WAZIRPUR INDUSTRIAL AREA, DELHI - 52

OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)

Agreement No. : DSIIDC/EE(Civil)/TSDf/Agmt./2019-20/03, dated:-18/12/19

Name of Work : Development of Treatment, Storage and Disposal Facility (TSDf) for Hazardous Waste on BOT basis at Bawana in Delhi.

Name of Agency : M/s TamilNadu Waste Management Ltd.

Performance Security : 1.00 Crore

/Bank Guarantee

Time line : The project shall be developed in 15 months time. Subsequently the facility shall be Operated and maintained for a period of 25 Years.

This agreement contains 01 to 200 pages in chronological order.



*Harish*  
**HARISH CHANDRA**  
Executive Engineer (Civil)  
D.S.I.I.D.C., T.C. Building  
Wazirpur Indl. Area, Delhi-52

APRIL 2001 6-5

3

# Agreement

for

**Development of Treatment, Storage and Disposal  
Facility (TSDF) for Hazardous Waste  
on BOT basis at Bawana in Delhi**

Between

**Delhi State Industrial & Infrastructure  
Development Corporation Limited**

And

**M/s TamilNadu Waste Management Ltd.  
(TNWML)**



Contractor

A handwritten signature is written in the bottom right corner, with a small rectangular stamp or mark below it.

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the [DSI IDC] or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

The issuance of this RFP does not imply that DSI IDC is bound to select a Bidder or to appoint the Successful Bidder for the Project and DSI IDC. Reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

*Shay*



NEFT	National Electronic Fund Transfer System
NGT	National Green Tribunal
O&M	Operation and Maintenance
Performance Security	As defined in Clause 2.16.3
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
RFP or Request for Proposals	As defined in the Disclaimer
RTGS	Real Time Gross Settlement
Rs.	Indian Rupees
Successful Bidder	As defined in Clause 3.5
Technical Bid	As defined in Appendix XI
TPA	Tonnes Per Annum
TSDf	Treatment, Storage and Disposal Facility

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.



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Contract No.

# 1 INTRODUCTION

## 1.1 Background

### 1.1.1 INTRODUCTION

Delhi has witnessed tremendous economic growth in the past few years. With the rapid industrial and urban growth, several environmental challenges have emerged. In spite of a comprehensive regulatory and legislative framework for environment protection, Delhi currently lacks a Treatment, Storage and Disposal Facility (TSDF) for handling hazardous waste, which is being generated from the various industrial units and Common Effluent Treatment Plants (CETPs) functioning in various industrial Estates of Delhi.

Data provided by DPCC indicates that approximately 4198 tonnes per annum of hazardous waste is generated in Delhi, of which 2318 tonnes of hazardous waste is generated per annum from industrial units and 1880.4 tonnes of HW is generated from 13 CETPs. Out of 4198 tonnes, total 3277 tonnes of hazardous waste will be received at TSDF, Bawana. Rest of the recyclable HW which is not expected to come to the TSDF. It has also been estimated that about 45000 tonnes of hazardous waste has been stockpiled as a temporary measure at industrial units and CETPs, awaiting disposal. The quantum of HW mentioned in the RFP is tentative and indicative. Each Bidder should conduct its own investigations & analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information related to quantum of Hazardous Waste contained in this RFP/PIM/CA.

The National Green Tribunal (NGT) has directed that the TSDF for hazardous waste in Delhi shall be developed by Delhi State Industrial & Infrastructure Development Corporation Ltd (DSIIDC) in collaboration with the Delhi Pollution Control Committee (DPCC). Accordingly, DSIIDC proposes to develop a TSDF through Public Private Partnership on Build, Operate and Transfer (BOT) basis on the land measuring 14 Acres at Bawana, Delhi, for Hazardous Waste generated from Industries and CETPs located in Delhi.

For the development of Treatment, Storage and Disposal Facility (the "Project"), DSIIDC proposes to select the Concessionaire for design, transportation, construction, operation and maintenance of the TSDF for Hazardous Waste at Bawana in Delhi through a competitive bidding and e-tendering process. The TSDF facility shall be developed, operated and maintained as per the relevant provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and subsequent amendments and/or direction from DPCC and other statutory authorities.



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## OBJECTIVES OF THE ASSIGNMENT

DSIIDC proposes to enter into an Agreement with the Successful Bidder, (subsequently after the agreement is signed referred to hereinafter as the Concessionaire), having the experience, capability, expertise and technology matching international standards for:

- ♦ Design and Construction of a TSDF at Bawana, Delhi.
- ♦ Operation & Maintenance of the TSDF at Bawana, Delhi.
- ♦ Post closure maintenance of the TSDFs as per the relevant provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and subsequent amendments and/or direction from DPCC and other statutory authorities.

### 1.2 The Project

#### 1.2.1 Scope of the Project

The Project Scope, which the Successful Bidder will have to undertake, is detailed in Concessionaire Agreement of this Document. The Successful Bidder is expected to be responsible for the design, finance, construction, all operations, and maintenance of the TSDF as mentioned below:

- ♦ Design and construction of the TSDF as per required standards in CA, Indian Laws & Regulations and as per guidelines issued by CPCB, DPCC and other statutory authorities and in line with the CA.
- ♦ Obtain all applicable permits and clearances required for construction and operation of TSDF in particular and Hazardous Waste Management in general. Also ensure that the Project meets stipulated pollution norms and guidelines and HW is handled and managed in compliance with the HW Rules, 2016 during the entire construction and concession period.
- ♦ To ensure collection of HW from Generators generating HW as defined in Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016; and includes industrial units, CETPs and other hazardous waste sources located within National Capital Territory of Delhi, as identified and directed by DSIIDC and DPCC.
- ♦ Receiving and Transportation (either directly or through its nominated/ contracted transporters) of hazardous waste from Generator's facility to the TSDF.
- ♦ Inspection/ testing of hazardous waste at the generator premise or at the TSDF site
- ♦ Carrying out collection, segregation, transportation, recovery, storage, treatment and disposal of hazardous wastes as per the Hazardous Wastes and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its amendments thereof.

S. G. Verma  


*[Handwritten signature]*

- Collection of user charges or fees from the Generator (industries, CETPs and other sources) for collection, transportation, treatment and disposal of hazardous waste.
- Environmental Monitoring and Reporting including on site emergency preparedness and response.
- Responsibility for transportation accidents/ spills involving hazardous waste contracted by the Concessionaire.
- Reporting to regulatory authorities, DSIIDC/DPCC as per requirements under the concession and appropriate regulations
- Carrying out public consultation and providing information to industries, CETPs and other hazardous waste generating agencies as deemed necessary and agreed to between the Concessionaire, DPCC and DSIIDC.
- Any other activity required for establishment, operation and maintenance of TSDF including reuse and recycling of HW.
- Carrying out collection, segregation, transportation, recovery, storage, treatment and disposal of hazardous wastes other than industrial hazardous waste & CETP waste as per the Hazardous Wastes and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its amendments thereof.
- Make provision for collection, transportation, storage, treatment and appropriate disposal of domestic hazardous waste in future as per the provision of SWM Rules 2016 and as directed by DSIIDC & DPCC.

All these activities shall be done in compliance with the Government of India's HW Rules, 2016 and in accordance with performance standards and output specifications prescribed in the Concession Agreement.

1.2.2 All permits and clearances shall be obtained by the successful bidder. All expenses for the same shall be borne by the successful bidder.

### **1.3 Waste treatment technology and Secured Landfill for Hazardous waste**

Based on hazardous waste quantity and characteristics, the Concessionaire is required to propose technology for treatment of various types of hazardous waste along with incineration and development of secured landfill. The proposed treatment shall be used on the TSDF site at Bawana, Delhi. The Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable & commercially viable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Laws. The Concessionaire shall have the right to modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the plant, and in line with meeting service level and other provisions of the Concession Agreement after prior approval of DSIIDC/DPCC and other statutory authorities.



*Handwritten signature*

## 1.4 Concession Agreement

DSI IDC shall enter into a concession agreement (the "**Concession Agreement**") with the Successful Bidder (the "**Concessionaire**") in accordance with Appendix XVI (Draft Concession Agreement). The concession period shall be 25 years from the date of commencement of Operation of Maintenance of TSDF. At the end of this period, the Concessionaire shall transfer the assets to DSI IDC free of charge in good condition. A draft of the Concession Agreement is set out in Appendix XVI.

## 1.5 Sources of Revenue

During the Operation & Maintenance, the concessionaire shall have access to the following types of revenue streams:

- a. Tipping Fees for Direct Land filling
- b. Tipping Fees for Treatment and Land filling
- c. Tipping fees for Incineration and Land filling
- d. A flat escalation @ 7% in tipping fees shall be considered per annum for the calculation of tipping fees and the same shall be revised accordingly every year w.e.f. after 1 year post achievement of COD.
- e. Grant in Aid of 50% of capital cost of the project shall be paid to the concessionaire subject to a maximum amount of Rs.10 Cr (to be paid in 5 installments as detailed in CA).

1.5.2 (a) The concessionaire shall charge/collect quoted tipping fees directly from the waste generator.

(b) The collection of payment from waste generators is the responsibility of the concessionaire. DSI IDC has no role in collection of payment from waste generators.

## 1.6 Financing Assumptions

The Concessionaire shall be responsible for financing the Project. The Govt of Delhi shall provide 50% of the capital cost of the project subject to a maximum amount of Rs.10.00 Cr. for capital cost of this project. The mode of release of the capital grant is described in the Concession Agreement. The project cost refers to the capital expenditures required to obtain the Completion Certificate (as defined in the Concession Agreement) to achieve the commercial operation date, minus import duties payable by the Concessionaire.

## 1.7 Brief description of the Bidding Process

1.7.1 DSI IDC invites bidders (the "**Bidders**") for an open competitive bidding process (the "**Bidding Process**") through e-tendering process to submit a Bid for the Project in accordance with the RFP. A Bidder may either be Bidding Company or a Consortium. Bidding Company means a single entity submitting a Bid pursuant

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to the RFP. Consortium means a consortium of entities with a lead member and members submitting a Bid collectively pursuant to the RFP.

1.7.2 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set for the Concession Agreement or the right to amend, alter, change, supplement or clarify the scope of work of the Concessionaire.

1.7.3 The Bidding Documents include this RFP, Concession Agreement, Project Information Memorandum and any other document issued by DSIIDC in relation to this Project, as may be modified and clarified from time to time by DSIIDC.

## 1.8 Schedule of Bidding Process

DSIIDC shall endeavor to adhere to the following schedule:

Event	Date
Call of Bid	26.12.2018
Site Visit and Pre-Bid Conference	08.01.2019
Receipt of requests for clarification	11.01.2019
Issue of Pre-Bid clarification	14.01.2019
Bid Submission Deadline and opening of Technical Bids	28.01.2019
Opening of Financial Bids	After approval of Technical eligibility of bidders



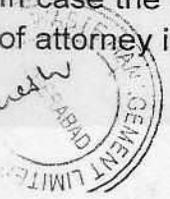
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## 2 INSTRUCTIONS TO BIDDERS

### GENERAL

#### 2.1 General terms of bidding

- 2.1.1 No Bidder shall submit more than one Bid. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on DSIIDC nor confer any right to the Bidders, and DSIIDC shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4 The Bid should be furnished in the formats specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for signing the Concession Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5 The Bidder shall submit as part of its Bid, a Bid Security of Rs.30Lakhs through online payment (NEFT/RTGS) and shall be deposited in favour of DSIIDC Ltd, in the account no - 65093389072 IFSC Code - SBIN0050284, State Bank of India, Branch - Wazirpur Indl. Area, Delhi -110052.
- 2.1.6 By the due date of closing of bids, DSIIDC shall not in any way be responsible in case of the Bid security is not found credited in the said account as mentioned above. No cash/DD/Pay order/Cheque/FDR shall be accepted. The Bidder has to upload the documentary proof of online payment of bid security along with bid.
- 2.1.7 The Bidder should submit a power of attorney as per the format at Appendix VI, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.8 In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Appendix VII.

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- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.11 The Bidding Documents, including this RFP and all attached or other documents are and shall remain the property of DSIIDC and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 2.1.12 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DSIIDC shall be entitled to forfeit and appropriate the Bid Security and /or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to DSIIDC under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of DSIIDC.
- 2.1.13 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
  - b) a constituent of such Bidder is also a constituent of another Bidder; or
  - c) such Bidder, its Member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
  - d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



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- e) such Bidder has a relationship with another Bidder, directly or through common third
- f) parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- g) Such Bidder has participated as a consultant to DSIIDC in the preparation of any documents, design or technical specifications of the Project.

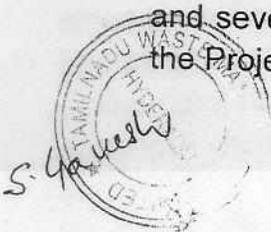
*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12 shall include each Member. For purposes of this RFP, "**Associate**" means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under common control with such Bidder/Member. As used in this definition, the word "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 51% of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

- 2.1.14 This RFP is not transferable and can only be used by the person to whom it has been issued.
- 2.1.15 Any award of concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.
- 2.1.16 A detailed list of documents and information is provided with constituting Bid
- 2.1.17 The Draft Concession Agreement along with Project Information Memorandum shall be duly signed & stamped and shall be uploaded along with the proposal.

## 2.2 Change in composition of the Consortium

- 2.2.1 A Consortium shall be composed of a lead member and not more than 2 members (the "**Members**"). Change in the composition of a Consortium will not be permitted after the Bid Submission Deadline.
- 2.2.2 The Consortium shall submit a power of attorney and a consortium agreement substantially in the format Appendix V and Appendix VII respectively along with the Bid on or before the Bid Submission Deadline. The consortium agreement shall, interlay:
  - a) clearly outline the proposed roles and responsibilities of each Member and the Lead Member;
  - b) Include a provision stating that all Members of the Consortium shall be jointly and severally liable for all the obligations of the Concessionaire in relation to the Project.



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### 2.3 Cost of bidding

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

### 2.4 Site visit and verification of information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site's conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. No claim on this account shall be entertained by DSIIDC.

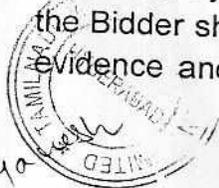
2.4.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DSIIDC relating to any of the matters referred to in Clause 2.5.1;
- c) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Concession Agreement by the Concessionaire; and
- e) Acknowledged that it does not have a Conflict of Interest.

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

### 2.5 Verification and Disqualification

2.5.1 DSIIDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DSIIDC make available all such information, evidence and documents as may be necessary for such verification. Any such



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verification or lack of such verification by DSIIDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DSIIDC there under.

2.5.2 Without prejudice to Clause 2.12, DSIIDC reserves the right to reject any Bid and appropriate the Bid Security if:

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

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

### 2.6 Contents of the RFP

2.6.1 This RFP comprises the disclaimers set forth hereinabove, the contents as listed below and will additionally include in accordance with Clause 2.9 and any clarifications and interpretations issued in accordance with Clause 2.8.

Invitation for Bids	Appendices
Section 1. Introduction	I. Letter for the Bid
Section 2. Instructions to Bidders	II. Details of BIDDER
Section 3. Evaluation of Bids	III. Technical Capacity of the Bidder
Section 4. Fraud & Corrupt Practices	IV. Financial Capacity of the Bidder
Section 5. Pre-Bid	V. Statement of Legal Capacity
Section 6. Miscellaneous	VI. Power of Attorney for Signing of Bid
	VII. Power of Attorney for Lead Member of Consortium
	VIII. Consortium Agreement
	IX. Anti-Collusion Certificate
	X. Format of Technical Bid
	XI. Format of Financial Bid
	XII. Format for Clarifications / Amendments in the Bidding Documents
	XIII. Performance Security
	XIV. Declaration of Undertaking
	XV. Project Information Memorandum
	XVI. Concession Agreement

### 2.7 Clarifications

2.7.1 Bidders requiring any clarification on the Bidding Documents may notify DSIIDC using the format attached at Appendix XII by e-mail only at the following e-mail address: [harish.ee@rediffmail.com](mailto:harish.ee@rediffmail.com).

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- 2.7.2 Any queries must be received by DSIIDC on or before the date of receipt of requests for clarification.
- 2.7.3 DSIIDC shall endeavour to respond to the questions raised or clarifications sought by the Bidders as per section 2.8 of RFP of receipt of such questions or clarifications. The responses will be sent by e-mail. DSIIDC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.7.4 DSIIDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DSIIDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DSIIDC or its employees or representatives shall not in any way or manner be binding on DSIIDC.

### 2.8 Amendment of RFP

- 2.8.1 At any time prior to the Bid submission deadline, DSIIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP.
- 2.8.2 Any addendum or corrigendum issued hereunder will be uploaded on e-procurement website.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, DSIIDC may, at its sole discretion, extend the Bid Submission Deadline.

## PREPARATION AND SUBMISSION OF BIDS

### 2.9 Format and Signing of Bid

- 2.9.1 The Bidder shall in its Bid provide all the information sought under the Bidding Documents. DSIIDC will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.9.2 The Bidder shall upload documents as mentioned under clause 3.3 and clause 3.4.
- 2.9.3 In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bid.
- 2.9.4 Intending bidder are eligible to submit the bid through e-mode provided they have definite proof from the appropriate authority, which shall be to satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified in the bid.
- 2.9.5 The documents to be uploaded along with the bid documents shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments



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made to the Bid shall be initialled by the person signing the Bid. The Bid shall contain page numbers.

## 2.10 Other Documents to be Uploaded

- 2.10.1 Necessary bid security as defined at Sl. No. 2.16 shall be deposited.
- 2.10.2 Presentation of GST Registration valid as on date along with a certificate of the contractor / supplier that upto date returns have been filed along with the copies of such returns submitted to the Central Board of Excise and Customs.
- 2.10.3 Apart from the proposal, the bidder shall also scan and upload the following documents mentioned below :
- a. Detail of NEFT/RTGS towards Bid Security
  - b. Registration /Enlistment certificate
  - c. Work experience Certificates
  - d. An affidavit that returns have been filed and agency have no dues towards GST up to date
  - e. Affidavit regarding submission of bid security & bank particulars
  - f. Acknowledgement of latest copy of GST return filed
  - g. Pan card
  - h. Affidavit regarding the work, not executed through another contractor on back to back basis. (All the above three affidavits to be scanned on stamp paper of 100/- separately for each work)
  - i. Registration with GST
  - j. Registration Certificate with ESI, EPFO
  - k. Labour Welfare Board & Labour License if applicable may be provided after award of work
  - l. Letter for the Bid
  - m. Power of Attorney for signing of Bid
  - n. Power of Attorney for Lead Member of Consortium
  - o. Format for Clarifications/ Amendments in the Bidding Documents
  - p. Key Terms of Concessional Finance
  - q. Draft concession agreement and PIM
- 2.10.4 No document shall be submitted/uploaded by bidders after the bid due date.
- 2.10.5 No bidders shall present himself for verification of documents in the office of the EE (C) before opening the financial bid.
- 2.10.6 After eligibility Verification of the documents in the office of EE (C) in respect of lowest bidder "L-I" shall be carried out after opening of financial bid. The agency L-I shall bring all his originals and photocopies of the documents scanned and uploaded for bid in the office of EE (C) within 7 (seven) days.
- 2.10.7 The Bid Security in the shape of online payment shall be deposited in favour of **DSI IDC, in the account no - 65093389072 IFSC Code - SBIN0050284 at State Bank of India, Branch - Wazirpur Indl. Area, Delhi -110052.** by the due date of closing of bids. At the time of uploading of bid through e-tendering mode, DSI IDC

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shall not be responsible in case the Bid Security is not credited in said account as mentioned above. No cash transaction shall be accepted.

- 2.10.8 For unsuccessful bidders only, the amount which is credited into the account of DSIIDC shall be refunded.
- 2.10.9 The financial bid shall be opened in respect of agencies who are otherwise found eligible as per scanned documents submitted by bidders in technical stage and further the Bid Security is credited in the aforesaid account within 10 (ten) days.
- 2.10.10 If any discrepancy or any short coming is found at later stage or L-1 agency does not turn up for verification of originals and which renders bid of L-1 Agency as invalid, the 50% of Bid Security amount shall be forfeited and the bidder shall be debarred for re-tendering for period of 2 years in DSIIDC.

The time allowed for carrying out the work will be 15 months including the time for obtaining the financial closure, statutory approvals like environment clearance, consent to establish, authorisation etc. from the date of start or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

- 2.10.11 The site for the project is at Bawana, Delhi (the location map and coordinate is provided in PIM)
- 2.10.12 DSIIDC assumes no responsibility for the misplacement or premature opening of the contents of the Bid uploaded and consequent losses, if any, suffered by the Bidder.
- 2.10.13 Bids submitted by other modes except e-tendering shall not be entertained.

## 2.11 Bid Submission Deadline

- 2.11.1 Bids should be uploaded on dt.28.01.2019 up to 3pm (the "Bid Submission Deadline") at the e-procurement website.
- 2.11.2 DSIIDC may, at its sole discretion, extend the Bid Submission Deadline by issuing an addendum in accordance with Clause 2.8 uniformly for all Bidders.

## 2.12 Rejection of Bids

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



## 2.13 Validity of Bids

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

## 2.14 Confidentiality

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

## 2.15 Correspondence with the Bidder

DSIIDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## 2.16 Bid Security

- 2.16.1 The Bidder shall furnish as part of its Bid a Bid Security. The Bid Security The bid security shall be deposited online in favour of **DSIIDC Ltd, in the account no - 65093389072 IFSC Code - SBIN0050284 at State Bank of India, Branch - Wazirpur Indl. Area, Delhi -110052.**
- 2.16.2 Any Bid not accompanied by online transfer details for bid security shall be summarily rejected by DSIIDC as non-responsive.
- 2.16.3 The Bid Security of unsuccessful Bidders will be returned by DSIIDC without any interest, as promptly as possible after execution of the Concession Agreement with the Concessionaire or when the Bidding Process is cancelled by DSIIDC.
- The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing a performance security of an amount of Rs.1.00 Crore (Rupees One Crore only) (the "**Performance Security**") as per Schedule – G of the Draft Concession Agreement.
- 2.16.4 DSIIDC shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to DSIIDC under the RFP, under the following conditions:



- a) If a Bidder is found engaged in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP;



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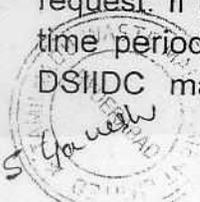
### 3 EVALUATION OF BIDS

#### 3.1 Opening of the Bids

- 3.1.1 An Evaluation Committee, constituted by DSIIDC will open Technical Bids as per scheduled date and time in the presence of the Bidders who choose to attend.
- 3.1.2 The Evaluation Committee will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, DSIIDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response in writing within the time period specified by DSIIDC in this regard.
- 3.1.4 In the event DSIIDC receives only one Bid, it may at its sole discretion open and evaluate such Bid, reject it, cancel the Bidding Process or launch a new bidding process.

#### 3.2 Test of responsiveness

- 3.2.1 Prior to evaluating the Bids, DSIIDC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a) it is received as per the format at Appendix III and Appendix IV;
  - b) it is received by the Bid Submission Deadline including any extension thereof.
  - c) it is accompanied by the Bid Security as specified
  - d) it is accompanied by the power(s) of attorney as specified
  - e) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
  - f) it contains the declaration of undertaking as per the format at Appendix XV;
  - g) it does not contain any condition or qualification; and
  - h) it is not non-responsive or inconsistent in terms of the Bidding Documents.
- 3.2.2 DSIIDC reserves the right to reject any Bid which is non-responsive. If necessary, DSIIDC Limited may ask the Bidders for clarifications. In this case, DSIIDC Limited will make a request for supplementary information or documentation from the Bidder, provided that this request may only be made to clarify information already provided by a Bidder or to request a document that should have been included. Whenever a supplementary request is made, the Bidder must respond to DSIIDC within the time period set by DSIIDC in its request. If the Bidder does not respond to a supplementary request within such time period or does not provide the information or documentation requested, DSIIDC may consider the Bid non-responsive and reject it. Requests for



clarifications shall be made by email. Responses to requests shall be made by email, except where DSIIDC expressly requests otherwise in the request for clarification.

**3.3 Evaluation of Part 1: Qualification**

3.3.1 For the purpose of qualifying under Part 1, the Bidder shall have to demonstrate that it fulfils the technical qualification requirement stipulated under Clause 3.3.2 and the financial qualification requirement stipulated under Clause 3.3.3.

**3.3.2 Technical Qualification Requirement**

3.3.2.1 The Bidder must provide documentary evidencethat it has over the last 10years:

- i. Developed at least one TSDF project including a securedlandfill and incinerator for hazardous waste in India with a minimum capacity of 4000 TPA; and
- ii. Operated the facility successfully for a minimum 3 continuous years.

3.3.2.2 The entities that are evaluated for this requirement mustbe either the Bidding Company or any of the MembersoftheConsortium.EachsinglecriteriadescrbedinClause3.3.2.1above must be complied by at least one Member of the Consortium (on its own; experiences of each Member of the Consortium may not be aggregated with that of other Members for the purposes of complying with each such criteria).

**3.3.3 Financial Qualification Requirement**

3.3.3.1 The Bidder must demonstrate that it has anaverage annual turnover of at least Rs. 25.00croresduring thelast 5 (Five) financial year i.e. , 2013-14, 2014-15, 2015-16 , 2016-2017& 2017-18. The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder along with certificate from Statutory Auditor. In case of consortium, all members of the consortium shall submit audited Balance Sheet and Profit and Loss Account.

3.3.3.2 The entities that are evaluated for this requirement may be either the Bidding Company or the Lead Member of the Consortium.

3.3.4 If the Bidder does not meet either or both of the technical and financial qualification requirements described in Clauses 3.3.2 and 3.3.3, then the Bidder shall be disqualified from the Bidding Process, its Bid Security shall be returned as per Clause 2.16.3, and its Financial Bids shall be returned to the Bidder unopened.

3.3.5 Those Bidders whose Bids were declared responsive in accordance with Clause 3.2 and who meet both the technical and financial qualification requirements set out in Clause 3.3. Bids that have been declared non-responsive or not eligiblewith Clause 3.3 shall be rejected by DSIIDC.



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- 3.3.6 The Technical Bids shall contain all the elements described in Appendix X. If a Bidder does not provide all the elements requested under Appendix X in its Technical Bid, then its Technical Bid shall be declared not eligible by DSIIDC and shall be rejected. A Bidder whose Technical Bid has been declared not eligible by DSIIDC shall be disqualified from the Bidding Process and its Bid Security shall be returned as per Clause 2.16.3.
- 3.3.7 The Evaluation Committee shall review compliant Technical Bids and apply the evaluation criteria set out in Appendix X to determine whether the Technical Bids pass or fail the conditions of such Appendix X
- 3.3.8 Net worth of the bidder should be positive and it should be supported with certificate from Statutory Auditor.
- 3.3.9 The bidder shall furnish a declaration that they have not been blacklisted in the past by any Government/ Semi-Government/ Public Sector undertaking/ Private sector and that there is no vigilance/CBI case pending against the bidder by any Government/ Semi-Government/ Public Sector undertaking/ Private sector. In this regard, the bidder has to submit an affidavit as per Appendix XIV on a nonjudicial stamp paper of Rs.100/- duly attested by Notary.

#### 3.4 Evaluation of Part 2: Financial Bid.

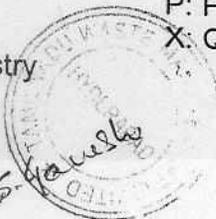
- 3.4.1 DSIIDC shall open the Financial Bids contained in Part 2 of those Bidders whose Bids were declared responsive in accordance with Clause 3.2, who meet both the technical and financial qualification requirements set out in Clause 3.3, and passed the evaluation criteria as per Clause 3.4 & 3.5. The Financial Bids of those Bidders whose Technical Bids were declared non-compliant as per Clause 3.4.2 or which failed the evaluation criteria as per Clause 3.4.2 shall not be opened.
- 3.4.2 The Financial Bid must be uploaded in the PDF format after quoting their rate in accordance of the format provided in Appendix XI. Rates must be quoted after consideration of all the applicable taxes, duties etc. and nothing shall be paid extra in this account.
- 3.4.3 Financial evaluation will be on  $(A \times B) + (C \times D) + (E \times F)$
- 3.4.4 The tipping fee quoted by the bidder in the financial format should include transportation cost for collection from industries within 20 km from TSDF. For collection & transportation of hazardous waste beyond 20 km, additional cost in addition to tipping fee will be calculated using following formula:

$$\frac{D * 2 * P * X}{A * C}$$

Where:

- D: Additional distance travelled by the vehicle beyond 20 km  
 P: Price of Diesel will be the price on first day of every month  
 X: Quantity of Hazardous waste collected & transported from individual

industry



- A: Distance travelled by a vehicle (Km) in one litre  
 C: Carrying capacity of the vehicle

### 3.5 Selection of the Successful Bidder

The Bidder whose Bid is declared responsive and compliant as per Clauses 3.2, 3.3 and 3.4 and who:

- a) has in its Financial Bid offered the lowest cost, or
- b) in case two or more Bidders in the circumstances described in paragraph (i) above have committed to an equal amount of lowest Cost, the Bidder among such Bidders with the highest average turnover of last 5 (Five) years, shall be declared as the successful Bidder (the "**Successful Bidder**").

### 3.6 Issue of the Letter of Award and execution of the Concession Agreement

- 3.6.1 Subsequent to the selection of a Successful Bidder, a letter of Commencement shall be issued to the Successful Bidder by DSIIDC from the date of issue of the Letter of Acceptance (LOA) after receiving the acceptance letter from the successful bidder. The Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and to execute the Concession Agreement. DSIIDC will promptly notify other Bidders that they have been unsuccessful and their Bid Security shall be returned within 15 days, without interest, of the signing of the Concession Agreement with the Concessionaire.
- 3.6.2 Failure by the Successful Bidder to comply with the requirements mentioned in Clause 3.7 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security.
- 3.6.3 The successful bidder shall execute the Concession Agreement within 15 days from the date of issue of the LOA. On the date of signing of the Concession Agreement, the Concessionaire shall provide DSIIDC with a Performance Security as per Schedule G of the Concession Agreement.

### 3.7 Contacts during Bid evaluation

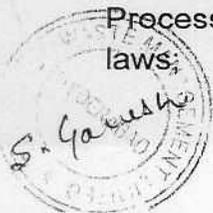
Bids shall be deemed to be under consideration immediately after they are opened and until such time DSIIDC makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save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



*Handwritten signature*

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, in the LOA or the Concession Agreement, DSIIDC may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DSIIDC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to DSIIDC under the Bidding Documents and/or the Concession Agreement or otherwise.
- 4.2 Without prejudice to the rights of DSIIDC under Clause 4.1 hereinabove and the rights and remedies which DSIIDC may have under the LOA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by DSIIDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any bid or RFP issued by DSIIDC during a period of 3 years from the date such Bidder or Concessionaire, as the case may be, is found by DSIIDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of concession period, from the date such official resigns or retires from or otherwise ceases to be in the service of DSIIDC shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;



- b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by ..... with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

*Handwritten signature*

## 5 PRE-BID

### 5.1 Pre-Bid conference

- 5.1.1 A pre-bid conference of the Bidders shall be convened in conference room of DSIIDC office on 08. 01.2019 at 11:00 AM in the N-36, Bombay Life Building, Connaught Circus, New Delhi - 110001. Only duly authorized representatives of the Bidders shall be allowed to participate in the pre-bid conference. A maximum of 2 representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of the pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of DSIIDC; DSIIDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



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## 6 MISCELLANEOUS

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.1.2 DSIIDC in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
  - a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted by on behalf of, and/or in relation to any Bidder;
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
  - e) amend or modify the Bidding Documents or any part thereof; and/or
  - f) accept or reject any or all the Bids
- 6.1.3 It shall be deemed that by the Bid, the Bidder agrees and releases DSIIDC its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.1.4 Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with both:
  - a) applicable social and environmental laws (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labor, health and safety or security risks);
- 6.1.5 The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environment laws.
- 6.1.6 The Successful Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.



*Handwritten signature*

# APPENDIX I: LETTER FOR THE BID

[On the letter head of the Bidder/Lead Member]

Original or copy No:

Dated:

To: [ ]

Sub: Bid for Development of Treatment, Storage and Disposal Facility (TSDF) For Hazardous Waste at Bawana in Delhi

Dear Sir,

With reference to your RFP dated ....., I/we, having examined the Bidding Documents and understood their contents, here by submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified..

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



*hark*

- 6. I/We certify that we are not barred by the Government of Delhi any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on(Bid Submission Deadline).
- 7. I/We declare that:
  - (a) I/We have examined and have no reservations to the Project Documents, including any addendum issued by .....
  - (b) I/We do not have any Conflict of Interest;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP, in respect of any bid or request for proposal issued by or any agreement entered into with ..... or any other public-sector enterprise or any government, Central or State;
  - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;and
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
- 9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
- 10. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
- 11. I/We certify that I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charged by any government agency or convicted by a court of law.



*hark*

- 13. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
- 14. The Statement of Legal Capacity as per format provided at Appendix -V of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at AppendixVI andVII respectively of the RFP, are also enclosed.
- 15. I/We understand that the Successful Bidder shall be required to incorporate and capitalize a Project Company in accordance with the Bidding Documents prior to execution of the Concession Agreement.
- 16. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by ..... in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
- 17. I/We agree and undertake to abide by all the terms and conditions of the RFP.
- 18. I/We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.

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

Yours faithfully,

Date:

(Signature of the authorized signatory)

Place:

(Name and designation of the authorized signatory)

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



*[Handwritten signature]*

**APPENDIX II: DETAILS OF BIDDER**

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

Original or copy No:

Dated:

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

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

3. Details of individual(s) who will serve as the point of contact/communication for.....:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone:
- (f) E-mail:
- (g) Fax:

4. Particulars of the authorized signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:





3.	Has the Bidder/Member of the Consortium paid liquidated damages of more than .....% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last ..... years ?		
----	--	--	--

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



*Handwritten signature*

### APPENDIX III: TECHNICAL CAPACITY OF THE BIDDER

1) List of eligible projects

Project Category	Project Details
<p><b>A. Details on construction and O&amp;M of TSDF in India</b></p> <p>Construction and O&amp;M of HW processing facility including incinerator</p>	<ul style="list-style-type: none"> <li>◆ Title:</li> <li>◆ Location:</li> <li>◆ Hazardous Waste quantity handled/ processed (TPA) &amp; transportation:</li> <li>◆ Total service area covered:</li> <li>◆ Number of Industry collection served:</li> <li>◆ Manpower managed for provision of service</li> <li>◆ Capacity of plant and operational capacity per day</li> <li>◆ Year of award:</li> <li>◆ Commercial operations date:</li> <li>◆ Project description:</li> <li>◆ Contract duration:</li> <li>◆ Commercial operations date:</li> <li>◆ Construction period</li> <li>◆ Operation period</li> <li>◆ Other information:</li> </ul>
<p><b>B. Details on Construction and O&amp;M Secured Landfill for TSDF in India</b></p> <p>Construction and O&amp;M of HW secured landfill facility</p>	<ul style="list-style-type: none"> <li>◆ Title:</li> <li>◆ Location:</li> <li>◆ Hazardous Waste quantity (TPA) handled:</li> <li>◆ Year of award:</li> <li>◆ Project description:</li> <li>◆ Contract duration:</li> <li>◆ Other information:</li> </ul>

*Handwritten signature*

- (a) The above table should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant experience over the last 10 years.
- (b) The bidder should furnish details of the eligible experience and technical capability and furnish documentary evidence from relevant authority to support its eligible experience and technical capability.
- (c) If the Bidder is a Consortium, such details should be provided separately for each Member of the Consortium.
- (d) Bidders may choose to showcase more than one project, considered most relevant by the Bidder.
- (e) For each project showcased in relation to Clause 3.3.2, the following details and supporting documentation should be enclosed:
  - a detailed project information sheet (as per the format below); and
  - work order or certificate (either in original or notarised attested true copy of such original certificate) from the client for each of the projects showcased. The certificate should at least state the following:
    - scope of work and contract type;
    - capacity in terms of TPA;
    - date of award and commercial operations date;
    - contract duration; and
    - current status of the project.

2). **Format for the project information sheet**

Item	Particulars of the Project
Name of the Bidder <i>[If the Bidder is a Consortium, name of all the Members of the Consortium]</i>	
<i>[If the Bidder is a Consortium only]</i> Type of Member (i.e. Lead Member or other)	
Project title	
Project location	
Name, address and reference contact (name, designation and contact details) of the client for whom the project was developed	

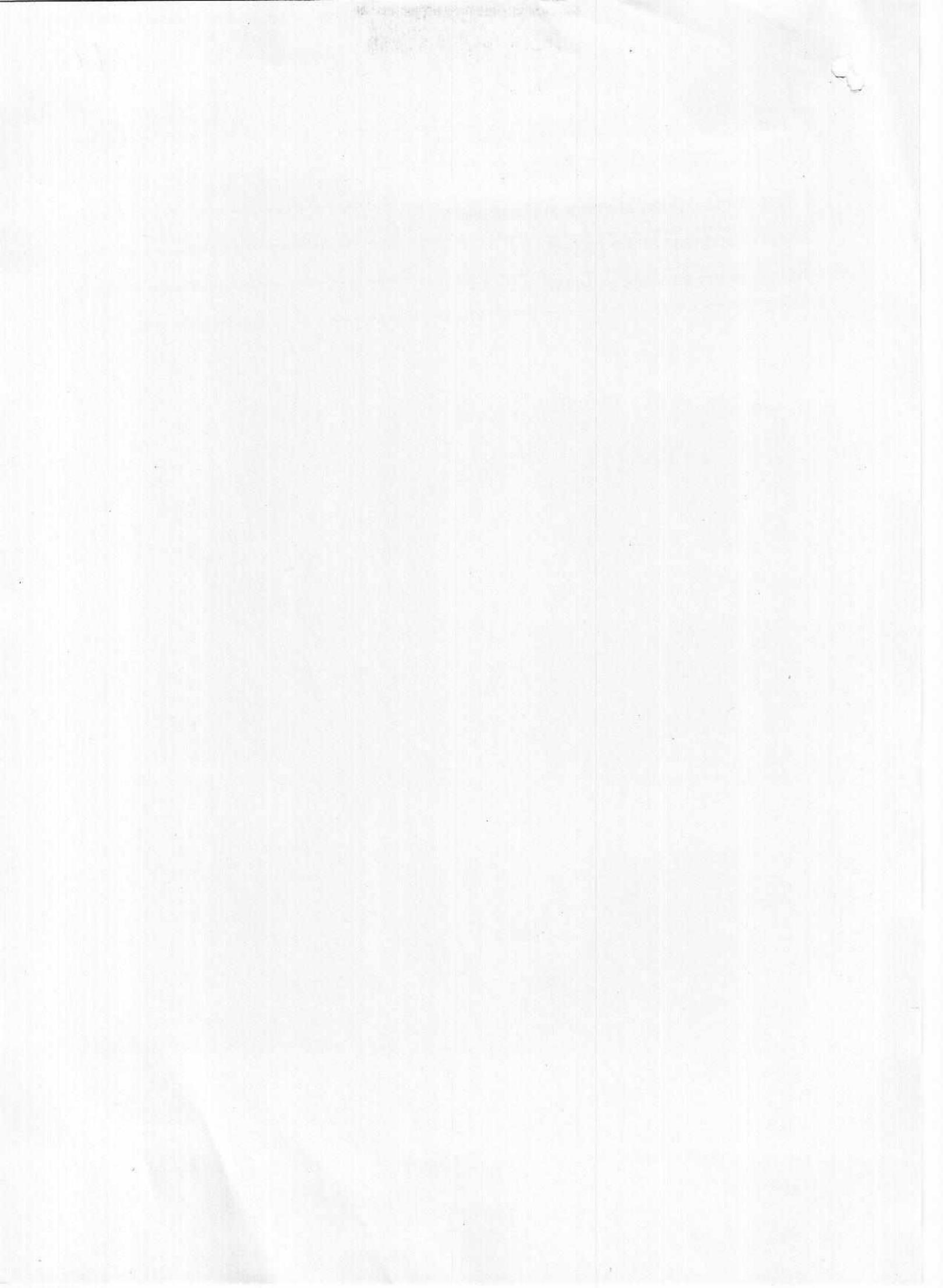


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Date of commencement of the project	
Date of completion/ commissioning	
Role of the Bidder/ Member in the project	
Short description of the project	
Nature of the services provided	



*h-a*



### APPENDIX IV: FINANCIAL CAPACITY OF THE BIDDER

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

Bidder type	Member Code	Financial Year	Turnover (In INR)	Average Turnover (In INR)
Single entity/ Consortium Bidder		Year 1- 2013-14		
		Year 2 - 2014-15		
		Year 3 - 2015-16		
		Year 4 - 2016-17		
		Year 5 - 2017-18		

#### Name & address of Bidder's

#### Instructions:

1. The Bidder/Members of the Consortium will attach copies of the balance sheets, financial statements and audited annual reports for 5 years preceding the Bid Due Date. The financial statements will:
  - a. reflect the financial situation of the Bidder or Members of the Consortium;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods will be requested or accepted, if no audited results are available for such partial periods).
2. Year 1 will be the latest completed financial year, preceding the bidding.
3. The Bidder will provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.
4. If the annual accounts for the latest financial year are not audited, the Bidder will provide the provisional annual accounts for the latest financial year. The provisional annual accounts will be accompanied by an undertaking by the Bidder to the effect that:



*Handwritten signature*



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



*hark*

# APPENDIX V: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the Bidder/Lead Member)

To:

Date:

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which is described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that [ ] (insert member's name) will act as the Lead Member of our Consortium\*.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

\*Please strike out whichever is not applicable.



Handwritten signature

**APPENDIX VI: POWER OF ATTORNEY FOR SIGNING OF BID**

*(to be submitted on nonjudicial stamp paper of Rs. 100/- duly attested by Notary)*

[ ] (name of the company) incorporated under the laws of India and having its registered office at [ ] "**Company**" do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), [ ] son/daughter/wife of [ ] and presently residing at [ ], who is presently employed with us and holding the position of [ ], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated [ ] ("**RFP**") issued by the ..... (".....") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to ....., representing us in all matters before ....., signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with ..... in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof thousand /or till the entering into of the Concession Agreement with.....

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

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP. IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For

.....  
(Signature)  
(Name, Title and  
Address) Witnesses:  
(Notarised)  
Accepted

.....  
(Signature) (Name, Title and  
Address of the Attorney)



*Handwritten signature*

Notes:

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

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.



*Handwritten signature*

**APPENDIX VII: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(to be submitted on nonjudicial stamp paper of Rs. 100/- duly attested by Notary)*

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. \_\_\_\_\_ (Lead Member) and M/s \_\_\_\_\_ (the respective names and addresses of the registered office<sup>1</sup>) do hereby designate M/s.

\_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with ..... or any person in connection with the Project until the Concession Agreement is entered into between the Concessionaire and.....

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

(Executants)

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

<sup>1</sup> In case of partnership firm : name and address of principal office of the partnership firm to be provided



*Handwritten signature*

**APPENDIX VIII: CONSORTIUM AGREEMENT**

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this [ ] day of [ ] 20 [ ] (the "Agreement")

**AMONGST**

1. { [ ] Limited, a company incorporated under the (Indian) Companies Act, 1956 } and having its registered office at [ ] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

**AND**

2. [ ] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 } and having its registered office at [ ] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns;

**AND**

3. [ ] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 and having its registered office at [ ] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)} □

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

**WHEREAS,**

1. The ....., hereinafter referred to as (".....") has invited Bids by its Request for Proposal No. [ ] dated [ ] (the "RFP") for qualifying and selecting bidders for developing a hazardous waste management project in the city of ..... (the "Project") through a public private partnership;
2. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and



*Handwritten signature*

- 3. It is a necessary condition under the RFP that the members of the Consortium shall enter into a concession agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

- The number of Parties will be shown here, as applicable.

**1) Definitions and Interpretations**

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

**2) Consortium**

The Parties do here by irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

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

**3) Covenants**

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

**4) Role of the Parties**

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

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



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(b) {Party of the Second Part shall be [ ] ;and}

(c) {Party of the Third Part shall be [ ] }

**5) Joint and Several Liability**

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

**6) Shareholding in the Project Company**

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

First Party

Second Party

Third Party

(e) Subject to the terms of the Concession Agreement, the Lead Member shall for [ ] years hold equity share capital not less than .....% (fifty one percent) of the subscribed, paid up and voting equity share capital of the Project Company; and

(f) [ ]

The Parties undertake that they shall comply with all equity lock-in requirements set forth for the entire duration of the Concession Agreement including O&M..

**7) Representation of the Parties**

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

(g) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;



Contractor ..

*Handwritten signature*  
[Stamp]

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



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 42

**8) Termination**

This Agreement shall be effective from the date here of and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

**9) Miscellaneous**

This Concession Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER BY  
(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART

(Signature)  
(Name)  
(Designation).



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[Stamp]

# APPENDIX IX: ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of Rs.100)

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

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

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this .....day of ....., 201...

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder / Authorised Person)

.....  
(Name of the Authorised Person)



*has*



### APPENDIX X: FORMAT OF TECHNICAL BID

The Bidders shall provide a Technical Proposal based on the requirements given in the RFP, setting out the proposed plan for implementation of the Project. The Technical Proposal shall comprise the technical approach and methodology for collection & transportation; development of TSDF facility for Hazardous Waste; implementation schedule and timelines; manpower deployment, etc. The Technical Proposal shall be in adherence to the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and the requirements set out in the Draft Concession Agreement.

The Bidders shall submit their Technical Proposal in line with the contents provided in the table below. The Technical Proposals shall be evaluated against the criteria outlined for each of the parameters in the table below, with Bidder getting marks for each of the parameter. A Bidder shall have to score at least 70% against each and every parameter in order to qualify for the opening of the Financial Proposal.

S. No.	Parameter	Criteria for Evaluation
1.	<p>Technical Plan for Construction of the TSDF including secured landfill and incinerator for hazardous waste (35marks)</p> <ul style="list-style-type: none"> <li>◆ Methodology statement outlining appreciation of the project</li> <li>◆ Design standards and basis of calculation for design</li> <li>◆ Conceptual designs</li> <li>◆ Present the type, quantity and periodicity of replacement of Infrastructure and vehicles to be provided for execution of the project</li> <li>◆ Area allocation statement – set out the area utilization plan for the Site and Project Facilities including the hazardous waste collection, processing facility, any other facilities and common areas etc.</li> <li>◆ Implementation Plan – present a detailed activity schedule along with milestones in line with the requirements set out in the Concession Agreement. This should include a schedule for procuring, installing, deploying equipment (including bins, ancillary equipment as applicable) for collection, transportation and disposal of HW in the Site. This should also outline the timeline envisaged for obtaining various Government approvals</li> </ul>	<ul style="list-style-type: none"> <li>◆ Compliance with requirements setout in the Concession Agreement</li> <li>◆ Applicability to the local context</li> <li>◆ Realistic nature of plan and time-lines proposed</li> <li>◆ Consistency of assumptions with the proposed Plan and costing</li> <li>◆ Reuse and recycling</li> </ul>



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2 Operation & Maintenance Plan (35marks)

- ◆ Process Flow Chart and Material Balance Statement setting out the activities and the outputs at each stage
- ◆ Calculations and methodology for operations with respect to collection, transportation, processing & disposal of HW in the Site.
- ◆ Timelines and frequency for carrying out and completion of various activities – this should include a) collection of HW from various waste generators in the Project area;
- ◆ Resource Utilization Statement indicating the proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities.

- ◆ Plan should be in line with the costing presented
- ◆ Applicability of the plan to local context
- ◆ Compliance with requirements set out in the Concession Agreement

3 Organization & Staffing (15 marks)

Bidders should present the calculations for manpower requirement for different parts of the HWM value-chain. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, number of shifts per day of operations and roles and responsibilities Bidders should indicate the number of staff to be sourced locally.

- ◆ Adequacy of proposed organization
- ◆ Well defined roles & responsibility that enable the proposed Technical and O&M Plans
- ◆ Local staffing in line with Government expectations (as set out in the

4 Environment, Health & Safety Policy and Practice (15marks)

The Bidders shall indicate the environment, health and safety policies and practices, which are proposed to be adopted during the Concession Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc. needs to be elaborated.

- ◆ Compliance with the requirements set out in the Concession Agreement



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# APPENDIX XI: FORMAT OF FINANCIAL BID

(This cover letter is to be submitted by the Bidding Company/Lead Member on the company's letterhead.)

To the attention of the Executive Engineer (CD-16) [Place and Date]  
From: [Name and address of the Bidding Company/LeadMember]  
Tel:  
Fax:  
Email:

Re:

Development of Treatment, Storage and Disposal Facility (TSDF) For Hazardous Waste at Bawana in Delhi

Dear Sir,

Please find below our Financial Bid for the Development of Treatment, Storage and Disposal Facility (TSDF) For Hazardous Waste at Bawana in Delhi the "Project" in response to the Request for Proposal ("RFP") issued by the DSIIDC(".....") on.....

We hereby confirm the following:

- (a) This Financial Bid is being submitted by [name of Bidder] in accordance with the conditions stipulated in the RFP.
- (b) We confirm that the total estimated capital cost for the project is INR .....
- (c) We have examined in detail and understand and agree to abide by all terms and conditions stipulated in the Bidding Documents any subsequent communications sent by DSIIDC if any. Our Financial Bid is consistent with all requirements of submission stated in the RFP and in any subsequent communication sent by DSIIDC.



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<b>SCHEDULE OF QUANTITY</b>				
<b>S. No.</b>	<b>Quantity in Tons per annum</b>	<b>Tipping Fee per Ton (in Rupees)</b>	<b>Amount in Figures</b>	<b>Amount in words</b>
1	Waste Available for Direct Landfill in TPA during 1 <sup>st</sup> year of operation (A)	{Insert Tipping Fee for 1 <sup>st</sup> year of operation after achieving Commercial operation} (B)	A X B [amount in Rupees]	
2	Waste Available for Treatment and then Landfill in TPA during 1 <sup>st</sup> year of operation(C)	{Insert Tipping Fee for 1 <sup>st</sup> year of operation after achieving Commercial operation}- (D)	C X D [amount in Rupees]	
3	Waste available for Incineration then landfill in TPA during first year of operation (E)	{Insert Tipping Fee for 1 <sup>st</sup> year of operation after achieving Commercial operation}- (F)	E X F [amount in Rupees]	
4	Total		(A X B)+(C X D)+(E X F) [amount in Rupees]	

Quantity of HW: A - 1932 TPA, C - 996 TPA, E -349 TPA.

(d) We are solely responsible for any errors or omissions in our Financial Bid.

Duly authorized to sign the bid for and on behalf of .....

[Signature]

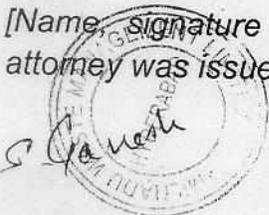
Name:

Title:

Date:

Place:

[Name, signature and title of the Authorized Person in whose name a power of attorney was issued.]



### APPENDIX XII: FORMAT FOR CLARIFICATIONS / AMENDMENTS IN THE BIDDING DOCUMENTS

No.	Document Name	Clause No.	Existing Provision	Clarification Required*	Suggested Text for Amendment*	Rationale for the Clarification or Amendment

\* Select and fill in either column

This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the provisions of Clause 2.8 of this RFP during the pre-bid meeting.

.....

Name:  
Date:  
Place:



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## APPENDIX XIII: PERFORMANCE SECURITY

### (PERFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of \_\_\_\_\_, a body constituted under the \_\_\_\_\_ Act, (hereinafter referred to as "DSI IDC Ltd" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

### WHEREAS

A. By the Concession Agreement ("CONCESSION AGREEMENT") being entered into between DSI IDC Ltd and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office \_\_\_\_\_, ("Concessionaire"), the Concessionaire has been granted the Concession to implement the Project envisaging collection, segregation and transportation and processing of Hazardous Waste generated in the Concession Area and landfilling on Design, Procure, Operate, Maintain and Transfer basis, (hereinafter referred to as "The Project").

B. In terms of Article 5.1 of the Concession Agreement, the Concessionaire is required to furnish to DSI IDC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ only as security for due and punctual performance/discharge of its obligations under the Concession Agreement for the entire duration of the concession document by the Concessionaire.

C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Concessionaire of its obligations relating to the Project;

### NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.
- The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ (hereinafter called "the Concessionaire") of all its obligations relating to the Project and performance of all obligations in accordance with the Concession Agreement for the entire duration of the concession document.
- The Guarantor shall, without demur, pay to DSI IDC sums not exceeding in aggregate Rs. \_\_\_\_\_, within five (5) calendar days of receipt of a written demand therefor from DSI IDC stating that the Company has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by DSI IDC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
- In order to give effect to this Guarantee, DSI IDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/delayed exercise of any of its rights by DSI IDC or any indulgence shown by DSI IDC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DSI IDC or any

S. Ganesha

indulgence shown by DSIIDC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ (25 years from the date of the Concession Agreement or until the end of concession period, whichever is later) unless discharged/released earlier by DSIIDC in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum Rs. \_\_\_\_\_.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.

7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.  
SIGNED AND DELIVERED

by \_\_\_\_\_ Bank  
by the hand of Shri \_\_\_\_\_  
its \_\_\_\_\_ and authorised official.



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### APPENDIX XIV: DECLARATION OF UNDERTAKING

(to be submitted on a nonjudicial stamp paper of Rs.100/- duly attested by Notary)

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by India.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of India.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the Government of India/Delhi and affirm that our company/all members of the consortium will immediately inform the client if this situation should occur at a later stage.

We also declare that our company/ all members of the consortium have not been blacklisted in the past by any Government/ Semi-Government/ Public Sector undertaking/ Private sector/Municipal corporation/Municipal council and that there is no vigilance/CBI case pending against our company/ all members of the consortium by any Government/ Semi-Government/ Public Sector undertaking/ Private sector/Municipal corporation/Municipal council.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding for the client, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

-----  
Place, Date

-----  
Bidder/ Lead member of the Consortium



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APPENDIX XV

PROJECT INFORMATION MEMORANDUM



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**Disclaimer**

*The information contained in this Project information Memorandum (hereinafter referred to as "PIM") provided to the bidders, by DSIIDC or any of their employees or advisors, is provided to the Bidder(s) with the objective to provide the Bidder(s) with information to assist the formulation of their proposals. This document may not contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for DSIIDC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Document. Each Bidder shall conduct its own investigations and analysis and where necessary obtain independent advice from appropriate sources. DSIIDC, their employees or advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document.*

*hisa*



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# 1 INTRODUCTION

The Ministry of Environment, Forest and Climate Change (MOEF&CC), Government of India, notified the Hazardous Waste (Management and Handling) Rules on July 28, 1989 under the provisions of the Environment (Protection) Act, 1986, which were further amended in the year 2000, 2003 and 2008. Subsequently, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 are enacted by Ministry of Environment, Forest and Climate Change for effective management of hazardous waste (HW), mainly solids, semi-solids and other industrial wastes and also enable the Authorities to control storage, transportation, treatment and disposal of hazardous waste in an environmentally sound manner. The rules stipulate that hazardous waste generated from industries should be disposed in a manner so as not to cause damage to human health and environment.

At present, Delhi does not have Treatment, Storage & Disposal Facility (TSDF) for hazardous waste. Hon'ble National Green Tribunal (NGT) has directed Delhi State Industrial and Infrastructure Development Corporation Ltd (DSIIDC) to develop Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste at Bawana in Delhi in collaboration with the Delhi Pollution Control Committee (DPCC).

As per direction of Hon'ble NGT, Department of Environment, GNCTD took over the possession of 14 acres of land at Bawana from North Delhi Municipal Corporation which was further handed over to DSIIDC for developing and implementing hazardous waste management system including collection & transportation and development of a treatment, storage and disposal facility.

DSIIDC is seeking an agency for developing the TSDF on PPP basis on Build, Operate and Transfer (BOT) model for the construction of the facility together with its operation and maintenance for a concession period of 25 years. **Baseline Scenario**

## 1.1.1 General

Hazardous waste in Delhi is generated by industrial units and CETPs, situated in different industrial areas.

There are 13 CETPs to treat effluents of various industrial unit, which are operating under as per the clauses stipulated under CETP Act, 2000 and CETPs Rules, 2001 together with various environmental laws. The CETPs in Delhi are located at Wazirpur, Mangolpuri, Mayapuri, G.T.K, Badli, S.M.A, Okhla Indl. Area, Jhilmil, Nangloi, Lawrence Road, Naraina, Bawana and Narela. The CETPs are being operated by respective CETP societies, except the CETP at Bawana and Narela which are being operated by DSIIDC through concessionaire.

## 1.1.2 Waste Quantification

Data provided by DPCC indicates that approximately 4198 tonnes per annum of hazardous waste is generated in Delhi, of which 2318 tonnes of hazardous waste is generated per annum from industrial units and 1880 tonnes of HW is generated from 13 CETPs. Rest of the recyclable HW which is not expected to come to the TSDF. It has also been estimated that about 45000 tonnes of hazardous waste have been stored as a temporary measure at industrial units and CETPs awaiting for disposal.



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A		
Quantity of Hazardous Waste in Delhi		
S. No	Particular	Quantity
1	Hazardous Waste Generated from Industrial Units (TPA)	2318
2	Hazardous Waste Generated from CETP (TPA)	1880
3	<b>Total Hazardous Waste generated in Delhi (TPA) (1 + 2)</b>	<b>4198</b>
4	Stockpiled CETP waste (tonnes)	25590
5	Stockpiled Industrial waste (tonnes)	20000
B		
Hazardous waste type (Industry waste) as per Schedule 1 of HW Rules 2016		
S. No	Particular	Quantity (TPA)
1	Waste requiring Treatment and Landfilling	996
2	Waste requiring Incineration and Landfilling	349
3	Direct Land fillable waste	1932
	<b>Total</b>	<b>3277</b>

The quantum of HW mentioned in the RFP is tentative and indicative. Each Bidder should conduct its own investigations & analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information related to quantum of Hazardous Waste contained in this PIM. As per the Hazardous Waste Management Rules and guidelines from DPCC, industries in Delhi are required to store waste at source. The industries have made temporary provision for storage of hazardous waste within their premises. The waste is stored in leaked proof plastic container on cemented floor or on a water proof surface in the isolated area within industrial premises under roof.

The proposed TSDF shall handle all types of hazardous waste including domestic hazardous waste in future.

### 1.1.3 Site Details

The proposed TSDF in Bawana is situated in the North-West district of Delhi and is less than a km from the adjoining Bawana Industrial Area which is located across the Western Yamuna canal link road. The proposed site is located at N 28° 47' 48.12" E 77° 03' 51.67" at an elevation of 213 meter.

The land is surrounded by the gas based power plant on the southern side and by the waste to energy plant on the northeastern side. The land is traversed by high tension electric cables originating from the gas based power plant. One of the electrical towers carrying these high voltage cables is right there at the center of the site. A 22 meter wide storm water drain (Bawana escape) is also traversing the entire width of the site on the north-west portion of the land. A green belt has been created on the North-West of the proposed facility. JJ Colony and DDA construction is going on the northern side of the site. The Yamuna canal and Western Yamuna Canal Link Road is on the south west. River Yamuna is flowing about 13.5 Km from the site boundary.

*S. G. S. S.*

Name of Project Site	Bawana
Location of Project Site	North West District, Delhi
Co-ordinates of Project Site	The site is enclosed within the following co-ordinates:- N 28° 47' 48.12" E 77° 03' 51.67"
Area of site:	14 acre (56660 m <sup>2</sup> )
Elevation(m) .	213 meters – Average
Plant adjacent to site	Pragati Power Plant and DMSWSL waste processing facility

This land is a part of land on which North Delhi Municipal corporation has already established a Waste to Energy Plant at Bawana which is also having sanitary landfills besides other treatment facilities for the treatment and disposal of Municipal Solid Waste. The facility is being managed by the Delhi MSW Solutions Ltd (DMSWSL). It is further mentioned that the TSDF site is a part of the land earmarked by DDA for solid waste.

### 1.1.4 Topographical Survey

The topography of the site is almost flat with variation of about 2 meters with slope from north- west to south-east. The contour map of the site at 0.30 m contour interval is available with the DSIIDC. Local co-ordinate system with respect to the magnetic North has also been setup and Temporary Bench Mark (TBM) has been established for future reference. The topographic map is provided in **Annexure-1**.

### 1.2 Implementation plan

The operator of the facility has to take all applicable clearances from DPCC for authorisation for the collection, storage, treatment and disposal of Hazardous wastes as per Form-I. The operator shall be responsible for seeking all other applicable clearances from various departments for construction and O&M of the TSDF. The operator is expected to obtain all clearances within first 6 months of award of work. The operator is expected to complete the construction of the entire facility within 7-8 months. The detailed work flow is provided below:



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Table: Implementation Plan - Indicative

SN	Activities	Months from Award of Contract														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Award of Contract and Signing of Agreement															
2	Statutory and non statutory approvals															
3	Site Demarcation and construction of boundary wall															
4	Detailed design engineering for the facility															
5	Approval of design from the technical committee															
6	Initial Site preparation and levelling															
7	Installation of weighbridge and waste receiving facilities															
8	Construction of Laboratory and Admin Building															
9	Procurement of Infrastructure for laboratory and Administration															
10	Construction of site access road and vehicle parking area															
11	Construction of waste storage areas															
12	Landfill Cell Development															
13	Construction of roads and drainage system															
14	Construction and commissioning of Pre- treatment Plant & AFR unit															
15	Construction and commissioning of Incineration & Stabilization Plant															
16	Construction and commissioning of Effluent Treatment Plant															
17	Installation of support facilities and utilities															
18	Communication with industries for comprehensive waste analysis.															
19	Test run of facility															
20	Inspection by DSJIDG / Third party Engineer															
21	Initiation of commercial operations															

63  
15/06/2023  
UNITED

file

### 1.3 Transportation of HW

The transportation distance to be covered by hazardous waste range from 15 km to 45 km. District wise transportation rate will be fixed for transportation of hazardous waste to TSDF at Bawana. The transportation responsibility includes Waste Collection from Industries, Transportation of waste directly from industries to the facility, Precautions to be followed during transportation as per guideline of Hazardous and Other Wastes (Management & Transboundary Movement) Rules 2016 shall be provided.

Cost of transportation of hazardous waste in Delhi primarily depends on many factors such as type of vehicle used, distance between waste generator and TSDF, waste routing and quantity of waste.

### 1.4 Waste Disposal Facility

Hazardous wastes in Delhi are mainly generated in three forms i.e. solids, sludge and liquids. Broadly the treatment and disposal options are classified into the categories - Storage - blending, mixing & dewatering, Incineration, Neutralisation, Cyanide reduction & Chrome reduction and Solidification / Stabilisation.

The site design concept has to be developed in line of the guidelines of CPCB, MoEF&CC, DPCC and other statutory authorities.

### 1.5 Construction of TSDF

The operator shall be responsible for the construction / establishment of all required infrastructure for TSDF including boundary wall, Solid waste storage shed, liquid storage shed, SS Block, Temporary Storage Area, Finished Product Shed, Raw Material Storage Shed, Effluent Treatment Plant, Leachate Collection Tank, Wheel Wash, Incinerator, Stabilization Plant, Landfill Cell, Parking, Weigh bridge, Admin Building & Laboratory, Guard room, Horticulture, Roads, Drains, Vehicles, Gate, Water Reservoir, Bridge over drain etc.



Contractor

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**Annexure- 2: Specifications & Standards**

**1. Preamble**

The following specification and standards cover only some of the minimum requirements for the development. The Concessionaire shall construct, operate, maintain and manage the proposed TSDF and allied facilities strictly conforming to the relevant Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 and regulation/guidelines from CPCB & DPCC..

**2. Site Development related specifications**

- a. The Concessionaire should provide landscaping, internal road network and parking areas within the site.
- b. The internal paving to be a combination of black top road, concrete paving blocks, interlocking paving blocks, landscaped garden and green areas
- c. Rain/ storm water shall be drained with a network of RCC drains.
- d. The internal road network and parking area should be designed and built in such a way that the vehicles destined to the proposed TSDF are not parked on the existing road.

**3. Civil and Structural Requirements**

- a. The buildings shall be designed in accordance with the latest Indian Standard Codes and shall be designed to resist wind and seismic forces.
- b. RCC structures shall be designed as per IS 456: 2000 Steel structures shall be designed in accordance with the provisions of TS 800 - 19 84. Structural steel shall conform to TS 2062. Tubular sections would conform to IS- 4923.
- c. Concessionaire is advised to carry out its own tests and investigations related to soil condition, strata, bearing capacity and other characteristics.
- d. Concessionaire shall follow CPWD specifications with latest corrections slips during the execution of Civil and Electrical & Mechanical works.

**4. Supporting Facilities and Amenities**



The Concessionaire shall provide all the necessary supporting facilities and amenities conforming to the development controls and meeting the Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.

**5. Fire fighting Facilities**

The Concessionaire shall provide the required fire fighting equipment and facilities including fire exits, fireproof doors, etc conforming to the relevant standards and the applicable rules and regulations.

**6. Water & Electricity Facilities**

The Concessionaire shall arrange electricity, water & other amenities required for the project. Nothing shall be paid extra on this account.



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### Annexure- 3: Maintenance and Performance Standards

#### 1. Preamble

The following maintenance and performance standards cover only some of the minimum requirements for operation. The Concessionaire shall operate, maintain and manage the proposed TSDF and allied facilities strictly conforming to the relevant Indian standards, the best industry practices acceptable norms. Whether the requirements are explicitly stated or not in the RFP documents, the Bidders must note DSIIDC envisages and expects a truly high quality and standard TSDF in all respects from the selected Concessionaire, as the binding contractual obligation.

#### 1. General

During the period of operation, the Concessionaire (Lessee) shall maintain all the facilities in accordance with performance standards and maintenance requirements, as mentioned below:

- a. Perform maintenance on a routine and periodic basis.
- b. Provide functional facilities that (a) meet the requirements of a TSDF (b) have an environmentally acceptable atmosphere for workers of the facility; (c) ensure safety and security; (d) maintain a good environment in the site conducive to all industrial activities.
- c. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.

#### 2. Maintenance Works

The concessionaire shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, furniture for meeting the specified performance standards of a TSDF.



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### Annexure- 4: Activities Prohibited

1. **General:** The Bidders must note that the Project and facilities to be developed are meant for the intended activities and bona-fide use only. No use or activity which is prohibited under the law of the land, shall be allowed.
2. **Environmental Rules and Regulations:** No activities and uses which are prohibited under the Environment (Protection) Act of CPCB and Delhi Pollution Control Committee, to the extent applicable, shall be allowed.
3. **Planning and Building Standards Regulation, Delhi Development Authority:** No development, which is not conforming to the Planning & Development guidelines of Delhi Development Authority (Development Plan), Planning and Building Standards Regulation shall be allowed.



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APPENDIX XVI: CONCESSION AGREEMENT



Contractor .....

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**CONCESSION AGREEMENT**

**between**

**Delhi State Industrial and Infrastructure Development Corporation**

**AND**

**M/s TamilNadu Waste Management Limited**

**For**

**Development of Treatment, Storage, Disposal Facility (TSDf) for Hazardous Waste on BOT basis at Bawana, Delhi**



December 2019

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(To be printed on a Non-Judicial Stamp Paper of Rs. 100/-)

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

**BETWEEN**

Delhi State Industrial and Infrastructure Development(DSIIDC) established under the provisions of the Companies Act, 1956 (hereinafter referred to as "DSIIDC" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

**AND**

TAMILNADU WASTE MANAGEMENT LTDa company incorporated under provisions of the Companies Act, 1956, having its registered office at: 13<sup>th</sup> Floor, Ramky Grandiose, Ramky Tower Complex, Gachibowli, Hyderabad -500032, hereinafter referred to as "Concessionaire" which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

**WHEREAS,**

The Ministry of Environment&Forests and Climate Change (MoEF&CC), Government of India (GoI), has formulated the Hazardous and Other Wastes (Management & Transboundary Movement) Rules 2016 ("HW Rules"), which makes it mandatory for every authority to implement a scientific hazardous waste management system.

Delhi State Industrial & Infrastructure Development Corporation (DSIIDC) intends to develop a Treatment, Storage and Disposal Facility (TSDF) for Hazardous waste in Delhi on behalf of Govt of Delhithrough Public Private Participation (PPP) on Build, Operate and Transfer (BOT) basis.

DSIIDC hadcarried out extensive project development work in connection with the Project (as hereinafter defined). The Request for Proposal document of which this Agreement forms a part has been approved by the Hon'ble Lt. Governor, Delhi to commence bid process.

DSIIDC had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from Bidders including the Concessionaire for implementing the Project.

DSIIDC after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Concessionaire and issued Letter of Acceptance No: DSIIDC/EE(C)/LOA/TSDF/2019-20/1123.dated 30.11.2019to the Concessionaire for developing the Project.

- E. DSIIDC is hereto required for entering into the Concession Agreement to present the records of the terms, condition and covenants of the Concession.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -



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# ARTICLE 1: DEFINITIONS AND INTERPRETATION

## 1.1 Definitions

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

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

**“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.2.

**“Agreement”** shall mean this Agreement, and include any amendments hereto made in accordance with the provisions hereof.

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

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

**“Appointed Date”** shall mean the date of this Agreement.

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

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

**“Change in Law”** shall have the meaning ascribed thereto in Article 8

**“COD”** shall mean the commercial operations date of the Project which shall be the date on which the Third Party Engineer has issued the Provisional Readiness Certificate or the Readiness Certificate in accordance with the provisions of Article 5.5.

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

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

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**"Concessionaire"** shall mean agency engaged for construction as well as O&M of TSDf and includes its successors and permitted assigns expressly approved by DSIIDC.

**"Concessionaire's Associates"** shall mean any company/ies which is/are controlled by the Concessionaire. For the purpose of this definition, the term "control" means the power to direct the management or policies of such entity, directly or indirectly, through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of fifty-one per cent (51%) or more of its voting share capital is deemed to constitute control of such entity, and "controlling" and "controlled" shall be construed accordingly.

**"Construction Requirements"** shall mean TSDf along with the secured landfill and ancillary facilities Construction Requirements.

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

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

**"Defect Liability period"** The Defect Liability Period (DLP) shall be for a period of one years from the date of actual completion of the capital works. The completion of work shall be reckoned from the date of issue of completion certificate by DSIIDC. The Bidder shall not claim the cost of works/items covered under the DLP.

**"DPCC"** shall mean Delhi Pollution Control Committee.

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

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

**"Emergency"** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the TSDf or which poses an immediate threat of material damage to any of the TSDf.

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

**"Expiry Date"** shall mean the date on which Project ends



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

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

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

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

**"GoD"** shall mean the Government of Delhi.

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

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

**"Grant Payment"** shall have the meaning ascribed thereto in Article 6.

**"Handback Requirements"** shall have the meaning ascribed thereto in Article 10.

**"Hazardous Waste"** shall have the meaning as defined under the Hazardous Waste and Other Waste (Management & Transboundary Movement) Rules 2016 and as amended thereto.

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

**"Incineration"** is thermal combustion process for destruction of hazardous waste in all the forms i.e solid / semi solid / liquid and gaseous, so as to render them innocuous in the form of non-toxic and non-hazardous residues.

**"Landfilling"** shall mean disposal of the Landfill Waste in the Secured Landfill in accordance with the terms of this Agreement.

**"Landfill Facility"** shall mean collectively the facilities set out in Schedule C, including the Secured Landfill to be duly designed, engineered, and constructed in accordance with the provisions specified thereto.

**"Landfill Facility Construction Requirements"** shall mean the requirements as to design and construction of the Secured Landfill Facility set forth in Schedule C.

**"Landfill Life"** or **"Operations Period"** shall mean the period commencing from COD and expiring on earlier of

- a. 25 years or

*S. G. Gupta*

*hail*

b. when the Secured Landfill is fully filled with Landfill Waste and a final cover designed in accordance with the HW Rules is laid on the Secured Landfill, and in accordance with the provisions of this Agreement. Provided that prior to achievement of either of the above, the Landfill Life may be further extended after discussions between Parties on mutually agreed terms.

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

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

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

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

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

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

**"Permitted Investments"** shall mean interest bearing demand or time deposits or similar arrangements with scheduled public sector banks in India, Public financial institutions in India, Govt wholly owned corporations or Govt statutory bodies (which in all cases have credit ratings of at least AA) or its equivalent thereof by an approved credit rating agency which is reasonably acceptable to the Parties provided, however, that no Permitted Investment shall have a maturity in excess of six (6) months.

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

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

**"Project"** means the design, engineering, financing, construction, operation and maintenance of the TSDF in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

**"Project Facilities"** shall mean all the facilities for collection, storage and transportation of waste and the facilities at TSDF.



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Requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in Schedule E.

**"Tipping Fee"** shall mean the amounts payable by the Industries to the Concessionaire for collection, transportation, treatment and /disposal of their hazardous waste.

**"Tipping Fee Statement"** shall have the meaning as ascribed thereto in Article 7.1(b).

**"Tipping Fee Rate"** shall mean the amounts payable per tonne of Landfill Waste as set out in Design, Build, Operate and Transfer of Integrated Waste Processing and Secured Landfill Schedule F.

**"Treatment, storage and disposal facility"** means a common facility identified and established individually or jointly or severally by the State Government, occupier, operator of a facility or any association of occupiers that shall be used as common facility by multiple occupiers or actual users for treatment, storage and disposal of the hazardous and other wastes.

**"Waste Processing Facilities"** shall mean the facilities for Processing Hazardous Waste in TSD to be designed, engineered and constructed, within the area earmarked on the Proposed Site, by the Concessionaire in accordance with the provisions of Schedule B.

**"Waste Processing Facility Construction Requirements"** shall mean the requirements as to design and construction of the Waste Processing Facilities set forth in Schedule B.

**"Waste Supply Stoppage Date"** shall have the meaning as ascribed thereto in Article 5.14.

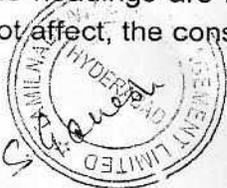
**"Waste Non-Acceptance Penalty"** shall have the meaning as ascribed thereto in Article 5.12(b).

**Interpretation**

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);

the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;



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- (d) the words "include" and "including" are to be construed without limitation;
- (e) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (f) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (g) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (i) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (j) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or by Third Party Engineer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or Third Party Engineer in this behalf and not otherwise;
- (k) the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty
- (l) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;



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## ARTICLE 2: CONCESSION

### 2.1 Grant of Concession

Subject to and in accordance with the terms and conditions set forth in this Agreement, DSIIDC hereby grant and authorise the Concessionaire to investigate, study, design, engineer, procure, finance, construct, operate and maintain the TSDf and to exercise and / or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement ("the Concession").

### 2.2 Concession Period

The Concession hereby granted is for the period of 25 years commencing from the Date of Operation & Maintenance and ending on the Expiry Date ("the Concession Period") during which the Concessionaire is authorised to design, finance, construct, operate and maintain the TSDf in accordance with the provisions hereof.

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

### 2.3 Acceptance of Concession

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



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# ARTICLE 3: PROJECT SITE

## 3.1 Handover of Site

- a) DSIIDC shall, within 15 (Fifteen )days from the Appointed Date ("Effective Date"), handover to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Site free from Encumbrance, for the purpose of implementing the Project.
- b) Upon the Site being handed over pursuant to the preceding sub-article (a), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Site as may be necessary or appropriate to implement the Project and provide the TSDf in accordance with the provisions of this Agreement.

## 3.2 Rights, Title and Use of the Site

- a) The Concessionaire shall have the right to the use of the Site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- b) The Project Facilities shall be and continue to be the property of DSIIDC.
- c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Site save and except as set forth and permitted under this Agreement.
- d) The Concessionaire shall not, without the prior written approval of the DSIIDC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- e) The Concessionaire shall allow access to and use of the Site for laying / installing / maintaining telegraph lines, electric lines or for such other public purposes as the DSIIDC may specify.
- f) Provided that such access or use shall not result in a Material Adverse Effect and that DSIIDC shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.
- g) Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur / suffer any liability on account thereof.

## 3.3 Peaceful Possession

The DSIIDC hereby warrants that:

- a) The Site together with the necessary right of way/way-leaves



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- i. has been acquired through the due process of law
- ii. belongs to, the DSIIDC and is vested with the DSIIDC

and that the DSIIDC have full powers to hold, dispose of and deal with the same consistent, interalia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation / resettlement of any Persons affected thereby.

The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole of the Site during the Construction and Operations Period.

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

**3.3 Applicable Permits**

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



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# ARTICLE 4: THIRD PARTY ENGINEER

## 4.1 Procedure for Appointment

- (a) DSIIDC has already appointed a Project Management Consultant for the project which shall act as the Third Party Engineer during the construction phase. During the operation phase of the project DSIIDC shall appoint Third Party Engineer prior to the start of operation phase for the project. DSIIDC shall call for the technical and the financial bid from qualified interested parties requiring them to quote the annual fee payable to them and thereafter select and take necessary steps to appoint the Person quoting the lowest annual fee to act as Third Party Engineer for the Project. The scope of work of the Third Party Engineer is set out in Schedule E.
- (b) The initial term of the Third Party Engineer during the O&M period shall be for 3 years, which may be reviewed / renewed / extended for a further period not exceeding 3 years at a time.

## 4.2 Payments to Third Party Engineer

- (a) All fees, costs, charges and expenses payable to the Third Party Engineer in accordance with the terms of its appointment (collectively "the Remuneration") shall be paid by DSIIDC. DSIIDC shall pay the Project Engineer, the Remuneration within 10 days of receiving an invoice from Third Party Engineer.

## 4.3 Replacement of the Third Party Engineer

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

*Banesh*



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# ARTICLE 5: CONCESSIONAIRE'S OBLIGATIONS

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

## 5.1 Performance Security

For securing the performance of the obligations of the Concessionaire during the Concession Period, the Concessionaire shall, before the execution of this Agreement and at its own cost, deliver to DSIIDC an unconditional and irrevocable demand bank guarantee, in the format specified in Schedule G of concession agreement, for a sum of Rs.1 Crore (Rupees One crore only), in favour of "DSIIDC Ltd." from a scheduled or nationalized bank acceptable to DSIIDC and payable and enforceable in Delhi, (the "Performance Security") and the same shall be kept valid in the specified amounts at all times during the Concession Period by renewal or otherwise.

### 5.1.1 Appropriation of Performance Security

- (a) In the event of the Concessionaire being in default of the due, faithful and punctual performance of its obligations under this Agreement or the terms and conditions hereof during the period of validity of the Performance Security and failing to remedy such default within ninety days or owing any sums to DSIIDC under this Agreement or in the event of there being any claims or demands whatsoever, whether liquidated or which may at any time be made or have been made on behalf of DSIIDC for or against the Concessionaire / Selected Bidder under this Agreement or against DSIIDC in respect of this Agreement, DSIIDC shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, forfeit, encash and appropriate the relevant or delinquent amounts from the Performance Security as damages for such default, dues, demands or claims.
- (b) The decision of DSIIDC as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the bank providing the Performance Security, the Concessionaire/ Selected Bidder. The Concessionaire/Selected Bidder specifically confirms and agrees and shall ensure that the bank providing the Performance Security agrees and confirms that no proof of any amount of liability accrued or loss or damages caused or suffered by DSIIDC under this Agreement is required to be provided in connection with any demand made by DSIIDC to recover such compensation through encashment of the Performance Security under this Agreement and that no document or any action shall be required other than DSIIDC's written demand in this behalf.
- (c) In the event of encashment of the Performance Security by DSIIDC, in full or part, the Concessionaire/Selected Bidder shall within 30 (thirty) days of receipt of the encashment notice from DSIIDC provide a fresh Performance Security or



replenish the existing Performance Security, as the case may be. The provisions of this Article shall apply mutatis mutandis to such fresh Performance Security. The Concessionaire/Selected Bidder's failure to comply with this provision shall constitute a Concessionaire Event of Default which shall entitle DSIIDC to terminate this Agreement in accordance with the provisions of Article 18 hereof.

- (d) It is agreed that any change in the Scope of the Project or amendment to this Agreement during the validity period of the Performance Security shall not impact the validity of the Performance Security in any manner.

## 5.2 Financing Arrangement

- (a) The Concessionaire shall at its cost, expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

## 5.3 Drawings

### (a) Preparation of Drawings

- (i) The Concessionaire will prepare and make available the drawings of the TSDF to Third Party Engineer and DSIIDC demonstrating the adequacy of infrastructure provisions, provided that the Concessionaire shall in any event be solely responsible for the adequacy of the drawings.

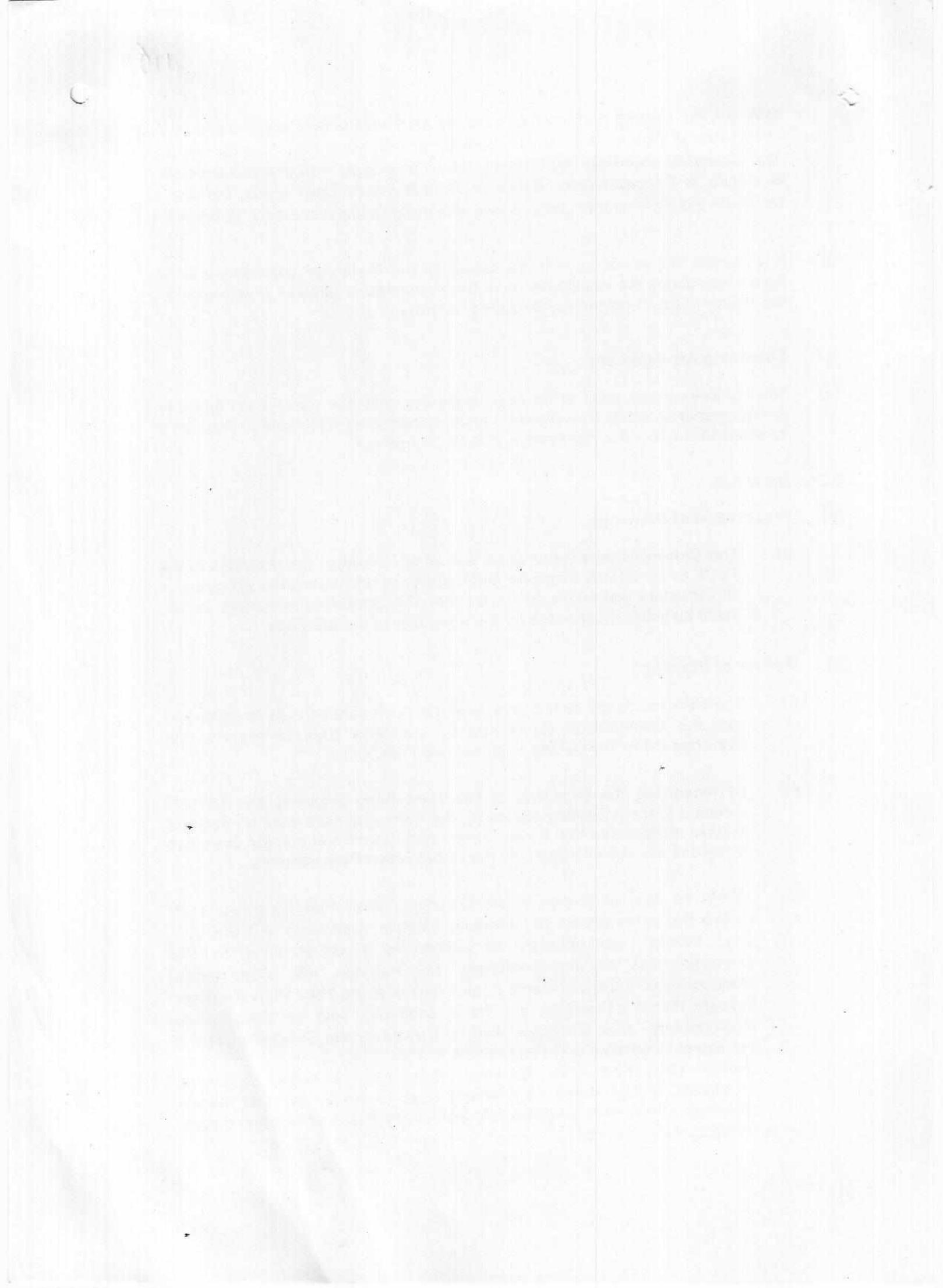
### (b) Review of Drawings

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



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- (iv) If, within the period stipulated in the preceding clause (iii), the Third Party Engineer does not respond to the Drawings submitted to it by the Concessionaire; the Concessionaire shall be entitled to proceed with the Project on the basis of such Drawings submitted by it to the Third Party Engineer but not before intimation of the same to DSIIDC. The same should be highlighted in the periodic reporting by the Concessionaire.
- (v) Notwithstanding any review or failure to review by or the comments / observations of the Third Party Engineer or DSIIDC, the Concessionaire shall be solely responsible for the adequacy of the Drawings and their conformity with the Construction Requirements, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.
- (vi) The Concessionaire shall be solely responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from DSIIDC.
- (vii) The Concessionaire shall in consultation with the Third Party Engineer and DSIIDC finalise an implementation schedule for the Project in accordance with the Construction Requirements.
- (viii) Within 90 (ninety) days of issue of Readiness Certificate or Provisional Readiness Certificate, as the case may be, the Concessionaire shall furnish to Third Party Engineer and DSIIDC three copies of "as built" Drawings of the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements.

**(c) Liability for review of Documents, Reports and Development Plan**

Except to the extent expressly provided in this Agreement:

- (i) no review, comment or approval by the DSIIDC or the Third Party Engineer of any documents including project agreement(s), periodic reports, financial statements, Development Plan, Drawings, O&M Plan, O&M Manual or any other documents submitted by the Concessionaire nor any observation or inspection of the development, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (ii) the DSIIDC shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-article (i) above.

**5.4 Project Implementation: Construction Works**

- a. The Concessionaire shall adhere to the Construction Requirements and achieve COD on or before the Scheduled Project Completion Date.
- b. The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire



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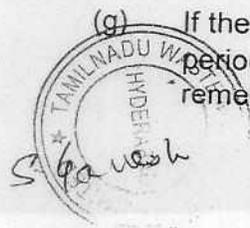


shall remain solely responsible to meet the Construction Requirements.

- c. The Concessionaire shall design and construct the TSDF for handling, collection, reception, treatment, storage, recycling, recovery, reuse and disposal of hazardous wastes according to Hazardous Waste and Other Waste (Management & Transboundary Movement) Rules 2016 and amendments made thereof.
- (d) The Concessionaire shall, before commencement of Construction Works;
- (i) have requisite organisation and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the Third Party Engineer / DSIIDC and to be responsible for all necessary exchange of information required pursuant to this Agreement;
  - (ii) construct, provide and maintain a reasonably furnished site office accommodation for the Third Party Engineer, at the Proposed Site.
- (e) For the purposes of determining that Construction Works are being undertaken in accordance with the Construction Requirements and O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the Third Party Engineer and the Construction Requirements. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- (f) All Tests shall be conducted in accordance with Construction Requirements. If the Tests are successful and the Project Facilities can be safely and reliably opened for operation, the Third Party Engineer shall issue Readiness Certificate.

Provided, notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests, the Third Party Engineer determines that the Project Facilities can be safely and reliably opened for operations, the Third Party Engineer may issue Provisional Readiness Certificate to the Concessionaire. The Provisional Readiness Certificate shall have appended thereto a list of outstanding items signed jointly by the Third Party Engineer and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within such time as may be determined by the Third Party Engineer, not exceeding 90 (ninety) days of the date of issue of the Provisional Readiness Certificate. Upon satisfactory completion of all Punch List items, the Third Party Engineer shall promptly and in any case within 15 days thereof, issue Readiness Certificate.

- (g) If the Concessionaire fails to complete the Punch List items within the said period of 90 days, DSIIDC may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at



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the risk and costs of the Concessionaire. The cost incurred by DSIIDC in completing the Punch List items, as certified by the Third Party Engineer, shall be reimbursed by the Concessionaire to DSIIDC within 7 days from the date of receipt of a claim in respect thereof from DSIIDC. Thereupon, Third Party Engineer may issue Readiness Certificate.

- (h) The Third Party Engineer, may, by written notice, require the Concessionaire to suspend forthwith the whole or any part of the Construction Works, if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Construction Requirements.

The Project shall be deemed to be complete and ready to receive Hazardous Waste only when the Provisional Readiness Certificate or the Readiness Certificate is issued by the Third Party Engineer in accordance with the provisions hereof.

- (i) Provided if COD is delayed beyond 90 days of the Scheduled Project Completion Date, DSIIDC shall, subject to the provisions of Article 9, be entitled to terminate this Agreement and to appropriate the Performance Security.

**5.5 Project Implementation: Operation and Maintenance**

- (a) The Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Requirements provided as Schedule D. All operations including treatment storage and disposal shall comply with the HW rules 2016 and amendment thereof and guidelines /regulations issued by CPCB / MOEF&CC and DPCC.
- (b) The Concessionaire may undertake operations and maintenance of the Project Facilities by itself or through a Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.
- (c) The Concessionaire shall, during the Operations Period;
  - (i) have requisite organisation and designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Project, to deal with the Third Party Engineer / DSIIDC and to be responsible for all necessary exchange of information required pursuant to this Agreement;
  - (ii) construct, provide and maintain a reasonably furnished site office accommodation for the Third Party Engineer, at the Proposed Site;
  - (iii) for the purposes of determining that the Construction Works and Project Facilities are being maintained in accordance with the Construction Requirements (Schedule C) and O&M Requirements(Schedule D), the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the

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supervision of the Third Party Engineer. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

- (iv) conduct all Tests to ascertain compliance with Construction Requirements and O&M Requirements.
- (v) suspend forthwith the whole or any part of the Construction Works upon receiving a written notice from the Third Party Engineer, who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Third Party Engineer, the operations are being carried on in a manner that is not in conformity with the O&M Requirements.
- (d) In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Third Party Engineer / DSIIDC ("Notice to Remedy"), DSIIDC may, without prejudice to any of its other rights / remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by DSIIDC on account of such operation and maintenance or repair and maintenance within 7 days of receipt of DSIIDC claim therefor.
- (e) The Concessionaire shall be deemed to be in material breach of O&M Requirements if the Third Party Engineer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
  - (i) there has been failure / undue delay in carrying out scheduled / planned maintenance or the scheduled / planned maintenance has not been carried out in accordance with the O&M Requirements;
  - (ii) the maintenance of the TSDF or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
  - (iii) there has been a serious or persistent let up in adhering to the O&M Requirements and thereby the TSDF or any part thereof is not safe for operations;
  - (iv) there has been persistent breach of O&M Requirements. For avoidance of doubt, persistent breach shall mean:
    - a. any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the Third Party Engineer / DSIIDC;
    - b. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Third Party Engineer / DSIIDC requiring

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the Concessionaire to remedy a breach, and

- c. repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of a material breach of O&M Requirements, DSIIDC shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

## 5.6 Insurance

### 5.6.1 Insurance Cover

- (a) The Concessionaire shall during the Concession Period purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the Senior Lenders (the "InsuranceCover").
- (b) The premiums payable on Insurance Cover as indicated above, including any costs and expenses incidental to the procurement and enforcement of such Insurance Cover shall be borne by the Concessionaire.
- (c) The Insurance Cover shall be assignable to DSIIDC on the happening of Concessionaire's Event of Default and the respective insurance policies shall contain a specific stipulation to that effect. The Concessionaire undertakes and covenants that it shall neither have nor claim to have any rights, title or interest to such sums. Provided that the Concessionaire may, with the prior written approval of DSIIDC, assign such Insurance Cover in favour of the Senior Lenders.
- (d) Without limiting the generality of the foregoing, the Concessionaire shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the Concession Period, and in case of sub-Section (i) below until completion and commissioning of the Project, such insurances as are necessary and/or required by the Senior Lenders, including but not limited to the following:
  - (i) construction/builders'/contractors' all risk insurance (in relation to development and construction activities);
  - (ii) comprehensive third party liability insurance, including injury or death of Persons who may enter the Site;
  - (iii) workmen's compensation insurance policy;



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- (iv) insurance against theft, destruction, damage and for safe transit (to/from/within the Industrial Estate) of the valuables, raw materials, minerals, products etc. required for/utilized for the purpose of the Project.

Any other insurance that may be necessary to protect the Concessionaire, the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items(i) to (iv).

**5.6.2 Evidence of Insurance**

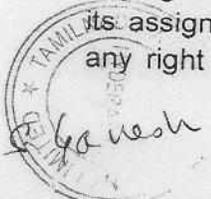
- (a) The Concessionaire shall, from time to time, furnish to DSIIDC copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical after they are received by the Concessionaire and furnish evidence to DSIIDC that all premiums have been paid and that the relevant policies remain in existence. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 30 (thirty) days' clear notice of cancellation is provided to DSIIDC in writing.
- (b) In the event the Concessionaire does not maintain any Insurance Cover pursuant hereto, DSIIDC may, at its option, effect such insurance and the Concessionaire shall reimburse all the costs and expenses incurred in this behalf by DSIIDC within 15 (fifteen) days of receipt of DSIIDC's claim in respect thereof, failing which the same shall be recovered by DSIIDC by exercising right of set off or from the Performance Security any amounts payable by DSIIDC to the Concessionaire (including Annuity). In case of such failure on the part of the Concessionaire, DSIIDC shall not be liable for damages or claims and the Concessionaire shall indemnify DSIIDC for and against all liabilities, costs and expenses arising out of or as a consequence of such failure.

**5.7 Application of Insurance Proceeds**

Unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration or re-instatement of the Project/Project Facilities or any part thereof, which may have been damaged or destroyed.

**5.8 Insurance Companies and Waiver of Subrogation**

- (a) The Concessionaire shall insure all insurable assets comprised in the Project Assets and/or the Project through Indian insurance companies and if so permitted by GOI, through foreign insurance companies, to the extent that insurances can be effected with them.
- (b) All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers there under against, inter alia, DSIIDC and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction.

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whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

- (c) The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, *inter alia*, DSIIDC and its affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible sections in or inadequacy of limits of any such policies of insurance.

**5.9 Environmental Compliance**

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as HW Rules 2016 and subsequent amendments, policies and guidelines from CPCB and DPCC related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances INCLUDING environmental clearances from the DPCC/CPCB or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

**5.10 Land Use**

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

**5.11 Weighment, Acceptance and Rejection of Hazardous waste**

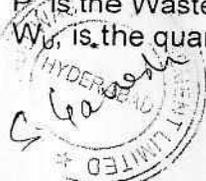
- (a) The Concessionaire ensure that waste from the generator are collected, transported, weighed and accepted at the TSDF in compliance with the manifest notified in the HW Rules 2016.
- (b) The concessionaire shall undertake Quick Check/Finger Print Analysis for the waste transported to TSDF and accordingly diverted to respective processing and disposal pathway.
- (c) The Concessionaire hereby undertakes to accept all Hazardous Waste supplied by Industries, Where the Concessionaire has failed to accept Hazardous Waste supplied by Industries either wholly or partially, the Concessionaire shall pay to DSIIDC a penalty ("Waste Non-acceptance Penalty") calculated in the following manner:

$P = W_u * T_R * 2$

Where,

P is the Waste Non-acceptance Penalty in Rupees

$W_u$  is the quantity of Hazardous Waste the Concessionaire has failed to



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accept, and  $T_R$ , is the Tipping Fee Rate in Rupees applicable for the particular period.

- (d) The Concessionaire also undertakes to accept Hazardous Waste only from the generator which are authorised by DPCC and DSIIDC.

**5.12 Sale / Distribution of Recyclables Hazardous Waste**

- (a) The Concessionaire may adopt such processes and methods as it considers necessary or expedient for Processing of Hazardous Waste and Landfilling at the TSDF, subject to meeting the Construction Requirements and O&M Requirements.

The Concessionaire shall be free to sell or otherwise dispose of the recyclables recovered after Processing the Hazardous Waste, at the TSDF at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate subject to meeting the O&M Requirements.

**5.13 Landfilling**

The Concessionaire shall carry out Landfilling at the TSDF, including carrying out of relevant Tests, maintenance of records and ensure certification by Third Party Engineer, in accordance with O&M Requirements. The Concessionaire shall weigh the Landfillable Waste prior to disposal of the same in the Landfill Facility.

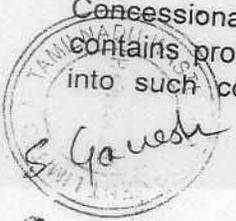
**5.14 Supply Stoppage**

The Concessionaire shall, not less than 120 days prior to the expected expiry of Landfill Life intimate the Third Party Engineer and DSIIDC of the same, whereupon the Parties along with the Third Party Engineer shall mutually agree upon a date on which collection of Hazardous Waste by Concessionaire shall be stopped ("Waste Supply Stoppage Date").

**5.15 General Obligations**

The Concessionaire shall at its own cost and expense:

- (a) investigate, study, design, construct / renovate, operate and maintain Project Facilities including transportation vehicles & TSDF in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- (c) comply with Applicable Law governing the operations of Hazardous Waste processing units including incinerator and secured landfill at all times during the Concession Period;
- (d) ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of DSIIDC to step into such contract/s at DSIIDC discretion, in place and substitution of the



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Concessionaire, pursuant to the provisions of this Agreement or the Substitution Agreement

- (e) Ensure HW collection, transportation, treatment and/or disposal as per HW Rules 2016 as amended and the guidelines/regulations of CPCB and DPCC.
- (f) The concessionaire shall be responsible for safe and environmentally sound operation of TSDF and its closure and post closure phase as per the guidelines and standard operating procedures issued by CPCB and DPCC.
- (g) endeavour to sell or otherwise dispose off, recyclables in a manner which is not detrimental to the environment;
- (h) endeavour to improve the ancillary conditions and infrastructure related to the Project including assistance to informal recycling workers;
- (i) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (j) Undertake clean-up operations in case of contamination resulting from TSDF.
- (k) Pollution and the odour arising out of TSDF operations and subsequent abatement.
- (l) Compliance of regulations concerning occupational safety and health of TSDF employees.
- (m) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DSIIDC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DSIIDC be treated as employer in this regard;
- (n) make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Law and Applicable Permits;
- (o) be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- (p) ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- (q) upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of DSIIDC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- (r) pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.



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**5.16 No Breach of Obligations**

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

- (a) Force Majeure Event, subject to Article 8.4;
- (b) DSIIDC Event of Default;
- (c) Compliance with the instructions of the Third Party Engineer / DSIIDC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- (d) Closure of the Project Facilities or part thereof with the approval of the Third Party Engineer / DSIIDC.

**5.17 Maintenance of Records**

- a. The Concessionaire shall maintain records of the quantum of Hazardous Waste received at the TSDF, waste treated and disposed at TSDF and records as may be specified by DPCC in authorisation to operate TSDF.
- b. The Concessionaire shall provide monthly, quarterly and annual reports of the same to the Third Party Engineer/DSIIDC.
- c. Proper records with regard to the industry wise type of waste received, characteristics as well as the location of the wastes that have been stored at TSDF need to be maintained.
- d. The Concessionaire shall maintain a record of sale, transfer, storage and re-processing of such wastes and make these records available for inspection to the regulatory authorities.

**5.18 Taxes and Duties**

- (a) The Concessionaire and the Sub-Contractors shall pay in a timely manner all Taxes, duties, levies, cess and charges in respect of the Project and its activities relating thereto, including but not limited to income tax, GST, excise duty, customs duty & octroi and other applicable taxes, that may be levied, claimed or demanded from time to time by any Government Instrumentality including any increase therein effected or fines or penalties related thereto. All payments shall be subject to deduction of tax at source as applicable.
- (b) The Concessionaire and the Sub-Contractors shall pay all expenses, applicable taxes, charges and rates, including penalties for default in payment, fines, late fees and other outgoings at the applicable rates to the concerned Government Authorities/entities in relation to the use of utilities and services by the Concessionaire, the Sub-Contractors, their agents or other persons during the construction, implementation and operation of the Project such as water supply, sewerage disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility, and indemnify and keep indemnified DSIIDC in this respect;

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 Signature: G. Ganesan

Signature: [Handwritten]

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- (c) The Concessionaire shall pay to the Government Authorities all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses, penalties and other outgoings, including property and municipality taxes, if any, from time to time during the Concession Period in respect of the Site/Project Facilities/land, buildings, business, activities etc. The Concessionaire shall indemnify and keep indemnified DSII DC from any and all liabilities and consequences arising from any and all such nonpayment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.

#### 5.19 Accidents and Safety

The Concessionaire shall:

- (a) comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the public. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Site (the "**Safety Requirements**") for the Project and its and the Subcontractors' labour and personnel engaged in the execution of the Project and provision of any services under any of the Project Agreements, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
- (b) bear all costs and expenses arising out of or relating to Safety Requirements to the extent such costs and expenses form part of the works and services included in the scope of the Project.
- (c) take all reasonable precautions for the prevention of accidents on or about the Site and provide all reasonable assistance and emergency medical aid to accident victims.
- (d) Medical Aid Posts

For providing emergency medical aid during the Concession Period, the Concessionaire shall assist the State Government or a substitute thereof to be designated by the DSII DC in setting up and operating a medical aid post (the "Medical Aid Post") within the Industrial Estate with round-the-clock ambulance services.

#### 5.20 Audit and Account

The Concessionaire shall:

##### Appointment of Auditors



The Concessionaire shall appoint and have during the subsistence of this Agreement, as its statutory auditors, a reputed firm of chartered accountants duly licensed to practice in India. All fees and expenses of the statutory auditors shall be borne by the Concessionaire.

Any claim or document provided by the Concessionaire to DSIIDC relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto, in connection with the Project shall be valid and effective only if certified by the Concessionaire's statutory auditors.

**b. Maintenance of Accounts**

The Concessionaire shall, during the subsistence of this Agreement, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, on accrual basis in accordance with this Agreement, the Applicable Laws, applicable accounting standards and Good Industry Practice. The Concessionaire shall provide DSIIDC 2 (two) copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Accounting Year to which they pertain.

The Concessionaire shall establish and maintain a quarterly reporting system to provide storage and ready retrieval of data related to the construction and operation of the Project in a format to be mutually agreed between DSIIDC and the Concessionaire. The Concessionaire shall provide copies of such reports to DSIIDC within 15 (fifteen) days of the end of each quarter.

**c. Audit by DSIIDC**

The DSIIDC shall have the right to conduct an audit of the Concessionaire's books of account, either itself or through its authorised representative, at any time after providing three (3) days notice to the Concessionaire, which notice shall provide the identity of the auditors being appointed for this purpose by DSIIDC.

The Concessionaire shall fully co-operate in enabling such audit to be undertaken by DSIIDC including providing such information as requested by the auditors undertaking such audit. In the event the Concessionaire fails to provide the information requested by the auditors within a period of a maximum of five (5) working days, the Concessionaire shall be liable to pay a fine of Rs. 2,000 per day of delay in providing such information, which amount shall increase to Rs. 5,000 per day for each day of delay beyond the first seven days of delay.



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## ARTICLE 6: DSIIDC/DPCC OBLIGATION

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

### 6.1 Specific Obligations

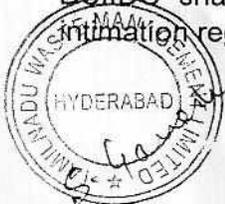
- a) DSIIDC agrees to hand over 14 Acres land at Bawana, Delhi, for development of Treatment, Storage and Disposal Facility for Delhi to the Concessionaire, free from any encumbrance & litigations.
- b) Through this Concession agreement, DSIIDC/ DPCC allow the concessionaire to collect, transport, treat and/ or dispose the hazardous waste generated / stockpiled by various Industrial units, CETP's and Domestic Hazardous Waste in Delhi and charge appropriate tipping fee for collection, transportation, treatment and disposal in TSDF for the Concession period of 25 years.
- c) DSIIDC shall make the payments of the Capital Grant to the concessionaire in five instalments during various stages of the project as per the milestones. Provided in Article 7, subject to approval of the construction by the Third-Party Engineer and fulfilment of Conditions mentioned in this agreement.
- d) DSIIDC and DPCC will instruct the Industrial Units, CETPs and other hazardous waste generators for disposal of the hazardous waste generated within their jurisdiction to the TSDF at Bawana.
- e) DSIIDC and DPCC shall support concessionaire in a timely manner all such approvals, permissions and authorisations which the Concessionaire may require or is obliged to seek from DSIIDC under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorisation for availing of utilities such as power, water, sewerage, telecommunications or any other incidental services / utilities is required, the same shall be provided by the DSIIDC/DPCC in the form as set out in Schedule B, within fifteen days (15) days from receipt of request from the Concessionaire to make available such authorisation.

Provided that nothing contained in this sub-section shall relieve the Concessionaire of its obligation under this Agreement to obtain the Applicable Permits and of being in compliance with the requirements thereof, provided further the Concessionaire shall be required to

(a) provide the relevant details and such other information to DSIIDC as DSIIDC may reasonably require and

(b) keep the Applicable Permits in force and effect throughout the Concession Period.

- f) DSIIDC shall subscribe to the Substitution Agreement within --- days of the intimation regarding financial closure given by the Concessionaire.



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**6.2 General Obligations**

The DSIIDC shall Observe and comply with all its obligations set forth in this Agreement.



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## ARTICLE 7: TIPPING FEE

### 7.1 Tipping Fee

- (a) Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, DSIIDC/ DPCC allow the concessionaire to collect, transport, treat and/ or dispose the hazardous waste generated / stockpiled by the Industrial units, CETP's and other hazardous waste generators in Delhi and collect the Tipping Fee calculated in accordance with **Schedule F**.
- (b) An amount equal to 10% of the total amounts payable will be charged additional by the Concessionaire to the Individual industries, Industrial units and CETPs for Pay into a special account designated as "Post Closure and Emergency Maintenance Account". The account will be in the name of DSIIDC and operated by DSIIDC for post closure monitoring and emergency operations.
- a) The Concessionaire shall sign a separate agreement with the individual industries or industrial units, CETPs and other hazardous waste generators in Delhi for collection, transportation, treatment and disposal of hazardous waste as per the agreed tipping fee calculated in accordance with schedule F.
- b) Tipping fee charged by the concessionaire will increase at the rate of 7% per annum after one-year post achievement of COD.

### 7.2 Mechanism of Payment

- (a) The Industries are expected to pay the Concessionaire within 30 days from the date of receipt of the Tipping Fee Statement.
- (b) Any delay in making any payment in accordance with the Tipping Fee Statement shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at prevailing medium term prime lending rate of State Bank of India calculated for the duration of delay.
- (c) All payments shall be made by way of electronic payment, cheque and or Demand Draft.

### 7.3 Capital Grant

- (a) Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, DSIIDC agrees to provide the Capital Grant to the Concessionaire as mentioned below:
- Grant in Aid of 50% of capital cost of the project shall be paid to the concessionaire subject to a maximum amount of Rs.10.00 Cr (to be paid in 5 instalments)
  - DSIIDC shall make the payments of the Capital Grant to the



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- concessionaire in five instalments during various stages of the project as per the following milestones.

Stages	Milestone	Prerequisite for release of payment	% of grant to be released
1	Completion of all facilities including Secured Landfill	Claim for Capital Grant supported by: a statement of work done Certified by Third Party Engineer & DSIIDC and recommending payment of Capital Grant	25
2	Installation & commissioning of incinerator	Claim for Capital Grant supported by a statement of work done Certified by Third Party Engineer & DSIIDC and recommending payment of Capital Grant	25
3	On achieving COD	Issue of Completion Certificate by Third Party Engineer and DSIIDC	20
4	Submission of as built drawings and O&M manual and trial run of 3 months	Certification Report from Third Party Engineer and DSIIDC	20
5	On completion of defect liability period of one year after issue of completion certificate.	Certification Report from Third Party Engineer and DSIIDC	10

DSIIDC shall release the payment after the receipt of the claim for Capital Grant to the Concessionaire subject to approval by the Third-Party Engineer. The submission of claim for release of matching payment or actual quantum of work done shall be duly supported with relevant invoices of material, manpower and machinery etc., which shall be duly authenticated by the claimant. The matching payments shall be released only after verification of documents submitted.



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## ARTICLE 8: FORCE MAJEURE AND CHANGE IN LAW

### 8.1 Special Conditions

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

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

### 8.2 Force Majeure Event

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

- (a) earthquake, flood, inundation and landslide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- (c) fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- (d) acts of terrorism;
- (e) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor
- (f) action of a Government Agency having Material Adverse Effect including but not limited to
  - (i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project / Project Facilities or any part thereof or of the Concessionaire's or the Contractor's rights in relation to the Project,
  - (ii) any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
  - (iii) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for



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reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.

- (g) early determination of this Agreement by DSIIDC for reasons of national emergency or national security.
- (h) any failure or delay of a Contractor caused by any of the sub-clauses (f) and (g) hereinabove, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- (i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor

**8.3 Notice of Force Majeure Event**

- (a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify Third Party Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:
  - (i) the nature and extent of the Force Majeure Event;
  - (ii) the estimated Force Majeure Period;
  - (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
  - (iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
  - (v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- (b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall alongwith the Third Party Engineer, meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:
  - (i) assess the impact of the underlying Force Majeure Event,
  - (ii) to determine the likely duration of Force Majeure Period and,
  - (iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.



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- (c) The Affected Party shall during the Force Majeure Period provide to the other Party and the Third Party Engineer regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

**8.4 Performance of Obligations**

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

- (a) due notice of the Force Majeure Event has been given as required by the preceding **Clause 8.2;**
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Third Party Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- (e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- (f) any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

**8.5 Termination due to Force Majeure Event**

**(a) Termination**

- (i) If a Force Majeure Event, excluding events described under Clauses 8.2(f), 8.2(g) and 8.2(h), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.



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Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Clauses 8.2(f), or 8.2(h), and the same subsists for a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement.

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

**(b) Termination Notice**

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

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

**(c) Obligation of Parties**

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

- (i) the Termination Payment, if any, payable by the DSIIDC in accordance with the following clause (d) is paid to the Concessionaire on the Termination Date and
- (ii) the Project Facilities are handed back to the DSIIDC by the Concessionaire on the Termination Date free from all Encumbrance.

**(d) Termination Payment**

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

- (i) If Termination is due to a Force Majeure Event, described under Clauses 8.2(a) to 8.2(e), no Termination Payment shall be made by DSIIDC to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate
  - (a) the proceeds of any amounts under insurance policies and
- (ii) If Termination is due to the occurrence of any event described under Clauses 8.2(f), 8.2(g) or 8.2(h), the DSIIDC shall pay to the Concessionaire Termination Payment as calculated in the following clause (e). The Concessionaire would also be allowed to appropriate the proportionate amounts in the Post Closure Emergency Maintenance Account as computed in sub - clause (i).



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(iii) If Termination is due to the occurrence of any event described under Clause 8.2(i), DSIIDC shall subject to the certification of Third Party Engineer, pay to the Concessionaire, Termination payment as calculated in the following clause (e). The Concessionaire would also be allowed to appropriate the proportional amounts in the Post Closure and Emergency Maintenance Account as computed in sub - clause(i). Provided DSIIDC shall be entitled to deduct from the Termination Payment any amount due and recoverable by DSIIDC from the Concessionaire as on the Termination Date.

**(e) Calculation of Termination Payment**

Termination Payment for each DSIIDC shall be calculated as set out below:

(i) If Termination is due to the occurrence of any event described under **Clauses 8.2(f), 8.2(g) or 8.2(h):**

Termination Payment = 170% of Book Value as on the Date of Termination Notice less insurance cover

(ii) If Termination is due to the occurrence of any event described under **Clause 8.2(i):**

Termination Payment = 100% of Book Value as on the Date of Termination Notice less insurance cover

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

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

**8.7 Changes in Law**

(a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- (i) The enactment of any new Indian law including laws related to environment;
- (ii) The repeal, modification or re-enactment of any existing Indian law
- (iii) A change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law shall not include:

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



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- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, and DSIIDC shall subsequently reimburse to the Concessionaire 50% of such Additional Costs, provided such additional cost in any manner as may be mutually agreed upon by parties.
- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify DSIIDC and the Third Party Engineer of the following:
- (i) The nature and the impact of Change in Law on the Project
  - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
  - (iii) The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost
  - (iv) The relief sought by the Concessionaire
- (d) Upon receipt of the notice of Change in Law issued by the Concessionaire pursuant to preceding sub-clause, DSIIDC and the Concessionaire shall along with the Third Party Engineer hold discussions and take all such steps as may be necessary including determination / certification by the Third Party Engineer of the quantum of the Additional Cost to be borne and paid by DSIIDC.
- (e) DSIIDC shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to the Concessionaire in the manner as mutually agreed upon by the Parties.



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## ARTICLE 9: EVENTS OF DEFAULT AND TERMINATION

### a) Events of Default

Event of Default shall mean either Concessionaire Event of Default or DSIIDC Event of Default or both as the context may admit or require.

### (a) Concessionaire Event of Default

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

- (i) The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Third Party Engineer, is likely to delay achievement of COD beyond 60 days of the Scheduled Project Completion Date;
- (ii) The Concessionaire has failed to achieve COD within 60 days of the Scheduled Project Completion Date for any reason whatsoever;
- (iii) The Concessionaire has failed to collect the Hazardous Waste from the Industries, CETPs and other HW sources as directed by DSIIDC and DPCC, and transport it to the TSDF site in accordance with **Article 5.11** at least once within three months' time;
- (iv) At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 15 days;
- (v) The Concessionaire has failed to deposit the amount in the Post closure and Emergency Maintenance Account or any other payments due to DSIIDC and more than 90 days have elapsed since such payment default;
- (vi) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- (vii) Any representation made, or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- (viii) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
- (ix) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DSIIDC, provided that, as part of such amalgamation



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

**(b) DSIIDC Event of Default**

Any of the following events shall constitute an event of default by DSIIDC ("DSIIDC Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

- (i) The Site has not been handed over to the Concessionaire within fifteen days of Appointed Date;
- (ii) Any DSIIDC has failed to make any payments due to the Concessionaire and more than 180 days have elapsed since such default;
- (iii) DSIIDC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire;
- (iv) DSIIDC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (v) DSIIDC has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect.
- (vi) Any representation made or warranties given by DSIIDC under this Agreement has been found to be false or misleading.

**9.2 Termination due to Event of Default**

**(a) Termination for Concessionaire Event of Default**

- (i) Without prejudice to any other right or remedy which DSIIDC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, DSIIDC shall, subject to the provisions of

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 TAMILNADU WATER SUPPLY CORPORATION

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the Substitution Agreement, be entitled to terminate this Agreement in the manner as set out under **Clause 9.2(a)(ii) and Clause 9.2(a)(iii)**.

Provided however that upon the occurrence of a Concessionaire Event of Default as specified under **Clause 9.1(a)(iii)**, DSIIDC may terminate this Agreement by issue of Termination Notice in the manner set out under **Clause 9.2(c)**.

(ii) If DSIIDC decides to terminate this Agreement pursuant to preceding **clause (i)**, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within thirty (30) days of receipt of the Preliminary Notice, the Concessionaire shall submit to DSIIDC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, DSIIDC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security and the amounts in the Post Closure and Emergency Maintenance Account.

(iii) If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, DSIIDC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, and the amounts in the Post Closure and Emergency Maintenance Account.

**(b) Termination for DSIIDC Event of Default**

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

(ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to DSIIDC. Within 30 days of receipt of Preliminary Notice, DSIIDC shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "DSIIDC Proposal to Rectify"). In case of non-submission of DSIIDC Proposal to Rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

(iii) If DSIIDC Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, DSIIDC shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however DSIIDC fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement



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by issuing Termination Notice.

**(c) Termination Notice**

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

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

**(d) Obligation of Parties**

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

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- (ii) the termination payment, if any, payable by DSIIDC in accordance with the following **sub - article (f)** is paid to the Concessionaire on the Termination Date; and the TSDFs handed back to DSIIDC as instructed by Third Party Engineer, by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to DSIIDC.

**(e) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

**(f) Termination Payments**

Upon Termination of this Agreement on account of DSIIDC Event of Default, the Concessionaire shall be entitled to withdraw the Performance Security, if subsisting, and receive from DSIIDC, a termination payment as explained below:



Termination Payment = 170% of Book Value as on the Date of Termination.

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**9.3 Rights of DSIIDC on Termination**

- (a) Upon Termination of this Agreement for any reason whatsoever, DSIIDC shall upon making the Termination Payment, if any, to the Concessionaire, have the power and authority to:
  - (i) enter upon and take possession and control of the Project Facilities forthwith;
  - (ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Facilities;
  
- (b) Notwithstanding anything contained in this Agreement, DSIIDC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handback of the Project Facilities by the Concessionaire to DSIIDC shall be free from any such obligation.

**9.4 Accrued Rights of Parties**

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

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# ARTICLE 10: HANDBACK OF PROJECT FACILITIES

## 10.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by the Concessionaire, shall at all times remain that of DSIIDC/Government of Delhi.

## 10.2 Concessionaire's Obligations

### a) TSDF

- (i) The Concessionaire shall on the date of expiry of Landfill Life or end of concession period, hand back vacant and peaceful possession of the TSDF to DSIIDC free of cost and in good operable condition.
- (ii) Atleast 12 months before the expected expiry of the Landfill Life or end of concession period, a joint inspection of the Project Facilities shall be undertaken by **the all stakeholders** within 45 days of such inspection prepare and furnish to the concessionaire a list of works/ jobs (handback requirement ) , if any to be carried out so as to conform to the Construction and O&M requirement.
- (iii) The Concessionaire shall promptly undertake and complete such works / jobs at least three months prior to the expected expiry of Landfill Life and ensure that the Project Facilities continue to meet such requirements until the same are handed back to DSIIDC.
- (iv) DSIIDC / Third Party Engineer shall, within 45 days of the joint inspection undertaken under preceding clause (b) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DSIIDC along with the TSDF.

### (b) Secured Landfill

- (i) Atleast 12 months before the expected expiry of the Landfill Life, the Parties jointly with the Third Party Engineer shall, in accordance with Schedule E, discuss and jointly prepare the Post Closure Operating Plan for maintenance of the Landfill Facility, under the provisions of the prevailing statutory regulations ("Post Closure Maintenance Plan").
- (ii) Upon the expiry of the Concession Period, the Concessionaire shall hand back peaceful possession of to DSIIDC free of cost and in good condition.

(c) The Concessionaire hereby acknowledges DSIIDC's rights specified in Article 9.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

## 10.3 DSIIDCs' Obligations



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DSI IDC shall, subject to DSI IDC's right to deduct amounts from the Post Closure Performance Account towards;

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

duly discharge and release to the Concessionaire the amounts in the Post Closure Performance Account in accordance with **Article 7.3**.



Contractor

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# ARTICLE 11: DISPUTE RESOLUTION

## 11.1 Amicable Resolution

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Third Party Engineer (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **clause (b)** below.

(b) The Parties may refer such Dispute to DSIIDC (Person holding charge) for the time being, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 11.2 below

## 11.2 Arbitration

a. In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement and/or settlement with the assistance of Expert, as the case may be, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015. The arbitration shall be by a sole arbitrator, appointed in accordance with the following:

- (i) DSIIDC shall provide to the Concessionaire a list of five arbitrators to be the sole arbitrator under this Agreement (the "**Sole Arbitrator**").
- (ii) The Concessionaire shall select three arbitrators from the list provided by DSIIDC, and inform DSIIDC of its selection.
- (iii) DSIIDC shall choose one arbitrator from amongst them, who will be appointed as the Sole Arbitrator.

### b. Place of Arbitration

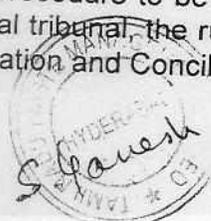
The place of arbitration shall be Delhi.

### c. English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### d. Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 2015 and its subsequent amendments.



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**e. Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction thereof.

**f. Fees and Expenses**

Subject to determination by the arbitrators, DSIIDC and the Concessionaire shall bear and pay in equal proportions the fees and expenses of the arbitrators and all other expenses of the arbitration (half by DSIIDC and half by the Concessionaire). The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

**g. Performance during Arbitration**

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

**11.3 Performance during Dispute**

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



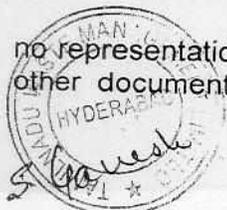
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# ARTICLE 12: REPRESENTATION AND WARRANTIES

## 12.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to DSIIDC that:

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



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relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

- (l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- (m) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by DSIIDC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- (n) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DSIIDC shall not be liable for the same in any manner whatsoever to the Concessionaire.

**12.2 Representations and Warranties of DSIIDC**

DSIIDC represents and warrants to the Concessionaire that:

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

**12.3 Obligation to Notify Change**

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



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Contractor

# ARTICLE 13: MISCELLANEOUS

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## 13.1 Assignment and Charges

- (a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of DSIIDC.
- (b) The Concessionaire shall not create nor shall permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of DSIIDC, which consent DSIIDC be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in clauses (a) and (b) above shall not apply to:
  - (i) Liens / encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
  - (ii) Pledges / hypothecation of goods / moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
  - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

## 13.2 Interest and Right of Set Off

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

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

## 13.3 Governing Law and Jurisdiction

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

## 13.4 Waiver



Signature  
Date

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

**13.5 Survival**

Termination of this Agreement

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

**13.6 Amendments**

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

**13.7 Notices**

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



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Name and Designation of the Officer  
Address of DSIIDC

**If to the Concessionaire:**

The Managing Director,  
Address of the office of the Concessionaire

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

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

**13.8 Severability**

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

**13.9 No Partnership**

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

**13.10 Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**13.11 Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement



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between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

**13.12 Counterparts**

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

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

SIGNED SEALED AND DELIVERED

**For and on behalf of DSIIDC by:**

(Signature)

(Name)

(Designation)

**For and on behalf of CONCESSIONAIRE by:**

(Signature)

(Name)

(Designation)

**In the presence of :**



Contractor

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**SCHEDULES TO THE CONCESSION AGREEMENT**



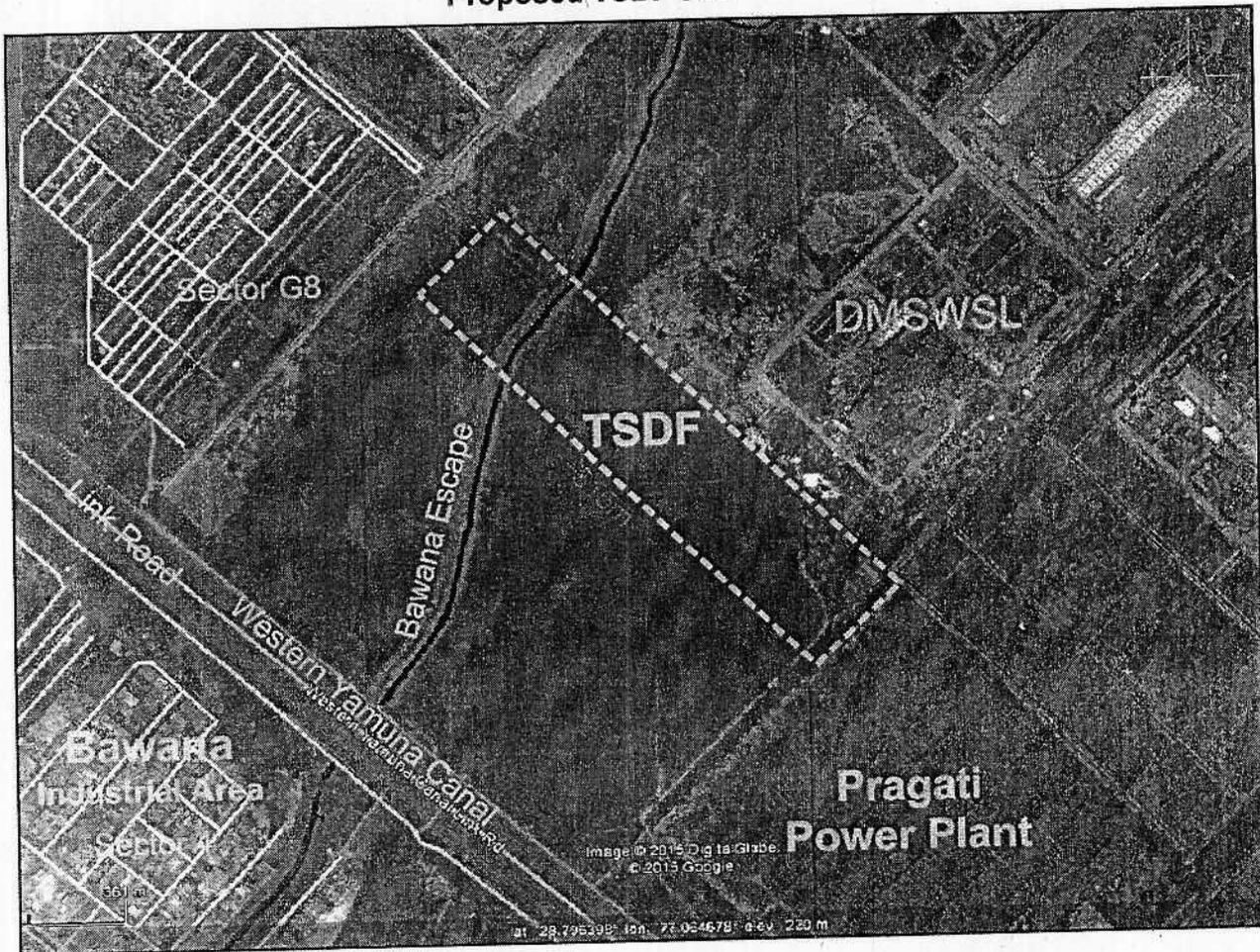
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### SCHEDULE A - SITE DETAILS

Name of Project Site	Bawana
Location of Project Site	North West District, Delhi
Co-ordinates of Project Site	The site is enclosed within the following co-ordinates:- N 28° 47' 48.12" E 77° 03' 51.67"
Area of site:	14 acre (56660 m <sup>2</sup> )
Elevation(m)	213 meters – Average

Proposed TSDf site



Contractor

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## SCHEDULE B – LIST OF CLEARANCES

The Concessionaire shall obtain and renew (whenever required), as required under the Applicable Laws, the following Applicable Permits, save and except to the extent of waiver granted by the DPCC/DSIIDC.

S.No.	Approval/Clearance	Concerned Agency	Responsibility
1.	Prior environmental Clearance	DPCC/MoEF&CC	Concessionaire
2.	Authorisation under HW rules in Form 1	DPCC	Concessionaire
3.	License in accordance with the rules and provisions of Labour (Regulation and Abolition) Act, 1970	MoLE	Concessionaire
4.	Consent to establish under Air and Water Act	DPCC	Concessionaire
5.	Consent to Operate under Air and Water Act	DPCC	Concessionaire
5. (6)	NOC from Delhi Fire Services	DPCC	Concessionaire
7.	Vehicle Registration	RTO	Concessionaire
8.	Electricity Approval	Power Distribution Company	Concessionaire
10. (9)	Airport Authority Clearance	ATC / AAI	Concessionaire
12. (10)	All Drawings and Document Approval	TMC	Concessionaire
13. (11)	Water Supply	DJB	Concessionaire
14 (12)	Applicable Permission / licences from the transport department	RTO	Concessionaire

Where;

DPCC – Delhi Pollution Control Committee

MoLE – Ministry of Labour and Employment

RTO – Regional Transport Office

ATC – Airport Traffic Control, [Place]

AAI – Airport Authority of India

DoI – Directorate of Industries, Delhi

MoEF&CC – Ministry of Environment, Forest and Climate Change



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# SCHEDULE C - CONSTRUCTION REQUIREMENTS

## SECTION I: CONSTRUCTION REQUIREMENTS-GENERAL

### 1. General

- 1.1. The Concessionaire shall, within 15 days of the Appointed Date and prior to any construction activity, finalize in consultation with the Third Party Engineer.
  - a) Construction Plan.
  - b) Quality assurance and quality control procedures to cover all aspects of the
    - i. Construction Works so as to ensure the desired quality.
- 1.2. The Concessionaire shall give due weightage to develop the collection, transportation system for handling Hazardous Waste and development of the TSDF.
- 1.3. The concessionaire will be responsible to ensure that the Project meets all the applicable laws, stipulated including Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 as amended, regulations/Guidelines Central Pollution Control Board, Ministry of Environment & Forests and DPCC norms and other relevant guidelines. The Concessionaire will be responsible to obtain and maintain all the clearances, permits and approvals for the project during the entire duration of the concession period including O&M.
- 1.4. The Concessionaire shall be responsible for the provision of requisite plant, machinery, vehicles, equipments and other equipment essential for setting up TSDF and implementation of the project. This shall also include any redundancy, spare vehicles/equipment to meet the Construction Requirements and O&M Requirements.
- 1.5. The Concessionaire shall provide New Assets, additional vehicles/ equipments, for implementation of the Project, in accordance with the Construction Plan and the terms of this Agreement.
- 1.6. The Concessionaire will be responsible for the provision of intangible assets, technical inputs, consumable materials and required staff for construction, operation, maintenance and management of the project facility. The arrangement and cost of power & water required during construction and testing period will be borne by the Concessionaire.
- 1.7. The Concessionaire shall at its own cost and expense provide all additional equipments/ vehicles, capacity addition to the Project Facilities including TSDF required for the Project during the Concession Period in accordance with this Agreement.
- 1.8. A committee shall be formed with representatives of DSII/DC, DPCC, Concessionaire, and Third Party Engineer and others as decided by DSII/DC as members, to ensure that Project Facility funded from the Capital Grant are procured at the competitive prices.

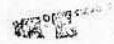
### 2. Codes and Standards

The following standards in order of preference shall be adopted in consultation with the Third Party Engineer, unless otherwise specified:

- i. Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 as amended
- ii. Guidelines & Regulations of Ministry of Environment and Forests
- iii. All applicable rules, regulations, acts, guidelines, standards of Central Pollution Control Board (CPCB)



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- iv. All applicable rules, regulations, acts, guidelines, standards of Delhi Pollution Control Committee (DPCC)
- v. Bureau of Indian Standards (BIS)
- vi. Suitable specification/standard devised by the Third Party Engineer
- vii. Any other standard proposed by the Concessionaire and approved by the Third Party Engineer
- viii. Any other statutory obligation notified by GOI, Govt. of Delhi/ any other regulatory authority.
- ix. Guidelines/orders of National Human Right Commission (NHRC) and other statutory authorities

**3. Procedures**

**3.1. Before Commencement of Construction**

3.1.1 Within 15 days of Appointed Date, the Concessionaire shall submit and finalize a Construction Plan for the Project in consultation with the Third Party Engineer and DSIIDC within the timeline specified in **Article 6**. The Construction Plan shall, inter alia, include:

- i. A detailed schedule of implementation for putting up and operationalizing the Project Facilities including TSDF, which shall specify all the major milestones of the project;
- ii. The Critical Path Method (CPM)/ Programme Evaluation and Review Technique (PERT) charts or similar activity planning technique/ method for monitoring. This would cover all stages/ aspects of implementation of the Project Facilities including design and engineering, procurement of materials and equipment, installation, construction and testing;
- iii. 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);
- iv. Detailed procurement plan including technical specification of equipment and machinery that would be used, their locations, and arrangements for conveying and handling materials.
- v. Details of the quality assurance and quality control procedures.
- vi. Detailed Health & Safety Plan for the construction of the TSDF.

The finalised construction plan shall be submitted to the Third Party Engineer and DSIIDC for approval. Construction on the site shall not start till the approval of the construction Plan.

3.1.2 The Concessionaire shall have:

- i. Finalized such Construction Plan, Drawings in consultation with the Third Party Engineer,
- ii. Obtained, all such Applicable Permits as are necessary to commence construction of such Project Facilities;



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- iii. Mobilized the requisite resources, personnel and organization necessary for the same and designated and appointed suitable officers/ representatives as it may deem appropriate with responsibility to supervise construction of the Project and for exchange of information with the Third Party Engineer and DSIIDC;
  - iv. Finalized in consultation with the Third Party Engineer quality assurance and quality control procedures to cover all aspects of the work so as to ensure the desired quality of Construction Plan. This would include establishment of a well-equipped functional laboratory.
- 3.1.3 The Concessionaire shall immediately upon commencement of Construction Works notify Third Party Engineer and DSIIDC of the same.

**3.2. During Construction**

3.3.1 The Concessionaire shall:

- i. ensure that the construction/ renovation /rehabilitation of the Project Facilities is undertaken with minimal inconvenience to the public/ DSIIDC operations;
- ii. take precautions to avoid inconvenience, damage, destruction or disturbance to any third party's rights and properties;
- iii. mobilize adequate numbers of equipment and machinery to ensure adherence to the Construction Plan;
- iv. deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the Third Party Engineer/ DSIIDC.

**3.3. Positions and Levels**

The Concessionaire shall be responsible for:

- i. The correctness of the positions, levels, dimensions and alignment of all parts of the Construction Works;
- ii. The provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities;

If, at any time during construction of the Project Facilities/ Construction Works, any error is noticed in the position, levels, dimensions or alignment of any part of the Project Facilities/ Construction Works, the Concessionaire, on being asked to do so by the Third Party Engineer/ or DSIIDC, shall at his own cost, rectify such errors to the satisfaction of the Third Party Engineer.

**3.4. Tests**

Various quality control Tests would be undertaken as per the Construction Requirements and standards prescribed by Bureau of Indian Standards. Where no Testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective Project Facilities/ Construction Works or part thereof shall be agreed upon with the Third Party Engineer prior to construction.

*S. Kash*  
TAMIL NADU WATER SUPPLY CORPORATION

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The Tests would be carried out at a location that the Third Party Engineer may reasonably require, at the cost and expense of the Concessionaire.

The Third Party Engineer may from time to time require removal of any material, equipment, machinery which, in its opinion, do not meet the Construction Requirements specified in this schedule and Construction Plan.

Where material properties of the Project Facilities/ Construction Works vary from or comply only marginally with the specifications contained in this schedule and Construction Plan, the Third Party Engineer may increase the frequency of testing as appropriate at the cost of the Concessionaire.

The Concessionaire shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials, as required by the Third Party Engineer undertake Tests.

3.3.2 Third Party Engineer may from time to time require:

- i. Removal/substitution of any material, equipment or machinery which, in its opinion, do not meet the standards specified in this schedule from the construction site, within such time as may be specified in its instructions.
- ii. Re-execution, of any or part of the Construction Works which in the opinion of the Third Party Engineer do not meet the standards set out in this schedule;

#### 4. Reporting Requirements during the Construction Period

During the Construction Period, the Concessionaire shall submit to the Third Party Engineer fortnightly progress report (for each calendar month or part thereof) within first 7 calendar days of the report period inter alia, including the following:

- i. Pre-construction activities - mobilization of equipments, personnel, site office, utility relocation etc.
- ii. Work done in the last month including any slippages.
- iii. Review of milestones set out in Construction Plan and reasons for delay/ deviations, if any.
- iv. Details of major equipments/ vehicles purchased.
- v. Suspension of construction, if any, its reasons, duration and the steps undertaken to resume construction.
- vi. Brief report of any accident/incident within the construction site, injury/ fatality, property damage, cause of accident and actions taken to avoid recurrence.



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- vii. Notes of meetings between the Concessionaire, the Third Party Engineer and DSIIDC highlighting critical decisions taken or agreements reached.

#### 5. Procedures after Completion of Construction

Upon completion of construction but prior to issue of the Completion Certificate, the Project Site shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and an aesthetically pleasing appearance to the satisfaction of the Third Party Engineer.

### SECTION II: CONSTRUCTION REQUIREMENTS: COLLECTION AND TRANSPORTATION

#### 1. General

- 1.1. The Concessionaire shall procure/deploy the equipment/ vehicles which are suitable and sufficient for collection, storage and transportation of Hazardous Waste generated in the Concession Area, during the Concession Period.

The Concessionaire shall suitably design the transport vehicles to handle and transport the hazardous wastes. The transportation of HW should be done in closed containers at all times.

#### 2. Collection of Hazardous Waste

- 2.1. Collection of Hazardous waste shall be undertaken by the Concessionaire from all the waste generators by using appropriate container or packaging as prescribed under HW Rules.
- 2.2. Labelling of waste containers and packaged material shall be according to the rules of Hazardous waste management representing purpose of recycling, characteristics of material and emergency measures to be taken in case of accident.

#### 3. Waste Containers/ Packaging

- 3.1. The Concessionaire shall provide waste containers and packaging material in the transportation vehicle as per the approved Construction Plan.
- 3.2. The HW containers used for collection and transportation of waste should be

- Leak Proof
- Mechanically Stable
- Aesthetic
- Rigid and Durable
- UV stabilized
- Cold and heat resistant
- Non – absorbent and water tight
- Chemical and corrosion resistant
- Rodent proof and easily cleanable
- Covered and designed to allow convenient and safe dropping of waste



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**4. Transport Vehicles**

- 1.1. The Concessionaire shall procure new transport vehicles for the Project as per the approved Construction Plan. All the transport vehicles shall adhere to the Motor Vehicle Act and latest vehicle emission control norms and subsequent amendments.
- 1.2. The transport vehicles and the transportation system should be designed for appropriate Loading and Unloading of the material will be depended on the type, volume and characteristics of the hazardous waste material.
- 1.3. The Concessionaire shall be responsible for adhering to the Applicable Law for the transport vehicles.
- 1.4. All transport vehicles shall be equipped with a mobile phone communication system and Vehicle Tracking and Management System.
- 1.5. Before using any vehicle, it shall be inspected and cleared for use ("Fit for Use") by the Third Party Engineer and DSIIDC.

**5. Replacement of Equipments/ Vehicles**

- 1.1. All the transport vehicles and other movable equipment's shall be replaced by the Concessionaire at its own cost with equipment's of similar or better specifications, after the expiry of its useful life or 7 years whichever is earlier.
- 1.2. All such new equipments shall be subject to inspection by the Third Party Engineer and shall be used only after obtaining the "Fit for Use" certificate from the Third Party Engineer.

**SECTION III: CONSTRUCTION REQUIREMENTS: TREATMENT STORAGE AND DISPOSAL FACILITY**

**1. General**

- i. The Concessionaire would be expected to select a combination of technologies / systems having processes such as recycling and stabilization of waste, etc. which would maximize waste recycling/ treatment and would lead to minimum rejects going to Landfill facility.
- ii. TSDF shall be developed with the objective to adhere to the rules of HW Rules 2016 as amended, Environment (Protection) Act 1986, Central Pollution Control Board, Ministry of Environment & Forests and DPCC norms and other relevant guidelines. The minimum facilities to be provided in the Hazardous Waste Management Facility which is to be implemented by the Concessionaire as part of the Project have been highlighted in this schedule.
- iii. TSDF shall conform to the minimum design and construction requirements set out in this schedule and the HW Rules 2016.

**2. TSDF**



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**(2.1) Vehicle Receiving & Weighbridge Facility**

The Concessionaire develop a vehicle receiving and weighbridge facility Minimum requirement is one weigh bridge with two Project weighing platforms of rated capacity of 40 metric tonnes each at the entry gate of the Hazardous Waste Processing Facility. Each weighing platform shall have minimum dimensions of 12m length and 3m width.

**(2.2) Storage sheds for different types of waste**

Storage sheds for different types of waste shall be provided for storage of various types of hazardous waste which include intermediate waste storage area, liquid storage tanks, sludge storage, additive storage area, scrap storage and any other storage type required for the facility

- i. Sheds for Storage of wastes shall be provided considering the general criteria for compatibility of selected waste.
- ii. Automatic smoke, heat detection system should be provided in the sheds.
- iii. Adequate firefighting systems should be provided for the storage area, along with the areas in the facility.
- iv. Storage area may consist of different sheds for storing different kinds of incinerable hazardous wastes and sheds should be provided with suitable openings.
- v. Storage area should be designed to withstand the load of material stocked and any damage from the material spillage.
- vi. Storage area should be provided with the flameproof electrical fittings and it should be strictly adhered to.
- vii. There should be at least 15 m distance between the storage sheds.
- viii. The storage area shall be designed in such a way that the floor level is at least 150 mm above the maximum flood level.
- ix. Floor in the storage area should be provided with secondary containment such as proper slopes as well as collection pit so as to collect wash water and the leakages/spills, etc.
- x. All the storage yards should be provided with proper peripheral drainage system connected with the sump in order to collect accidental spills, if any, on roads or within the storage yards as well as any accidental flow due to fire fighting.

Provision for storage drums / containers shall be provided for storage of liquid and other HW as required under various guidelines issued by CPCB.

Adequate fuel storage area should also be provided within the facility

**1. Quality Control Laboratory**

The concessionaire shall establish a quality control laboratory to carry out the following activities;

- i. Physical and chemical characterization of Hazardous waste as per MoEF&CC and DPCC recommendations
- ii. Regular monitoring during implementation, construction, operation and post closure phases as set out in operation and maintenance requirements



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The laboratory shall meet the standards of National Accreditation Board for Testing and Calibration Laboratories (NABL) and MoEF&CC. The laboratory shall be accredited by NABL and MoEF&CC within two years of its establishment.

#### (4) Waste Processing

##### (4.i) Incinerator

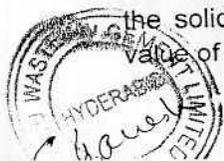
- Incinerator plant of minimum rated capacity of 70 kg per hour shall be provided
- Incinerator plant shall be designed as per the guidelines for "Common hazardous waste incinerator" proposed by CPCB.

##### Combustion Chambers (Rotary Kiln and Secondary Combustion Chamber)

- i. Incineration plants shall be designed, equipped, built and operated in such a way that the gas resulting from the process is raised, after the last injection of combustion air, in a controlled and homogenous fashion.
- ii. Incineration plant shall be equipped with at least one auxiliary burner. This burner must be switched on automatically with the temperature of the combustion gases after the last injection of combustion air falls below specified temperature. It shall also be used during plant start-up and shut-down operations in order to ensure that the minimum specified temperature is maintained at all times during these operations and as long as unburnt waste is in the combustion chamber.
- iii. The burners may be pressure-atomized type with approved certification from the Bureau of Indian Standards or equivalent.
- iv. Kiln and secondary combustion chamber of the incinerator may be made of mild steel conforming to IS: 2062 and of suitable thickness lined with high-grade refractory and insulation, so as not to buckle in or bulge out.
- v. Incinerator facility shall have a window fitted with safety view glass to view the kiln (axially) and flame in secondary combustion chambers.
- vi. As the common incineration systems will be handling wastes having varying heat value, and while ensuring TOC and LOI requirements in the ash/slag, there are possibilities for sudden rise of temperatures in the kiln. Therefore, the facilities may like to have thermal refractory bricks and insulation capable of withstanding a minimum temperature of 1,300°C (typically, corundum / chromium bricks).
- vii. Needful safety arrangement must be provided in case of high-pressure development in the furnace.
- viii. Interlocking arrangements for CO and temperature controls (in primary and secondary chamber) with feeding devices shall also be provided.
- ix. All the burners are to be equipped with flame control system (if no flame is detected, fuel injection has to be stopped, automatically – use of fast-stop-valve).
- x. Whenever the pressure in the combustion chambers becomes positive, immediately the feeding of waste shall be stopped and needful measures be taken to restore negative pressure.
- xi. Exit doors shall be provided at suitable place, one each on the primary kiln and the secondary chamber of the incinerator for ease in inspection and maintenance.

##### Rotary Kiln

- i. Incinerator shall be designed to maintain designed heat capacity of the kiln, quantity of the solid waste injection package (kg/single injection) shall be adjusted w.r.t. calorific value of the waste feed.



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- ii. Appropriate slope (in general, 3 degrees), rotation rates (around 10/hr) and solid waste residence time (1-10 hrs) may be adjusted for the kilns, in order to achieve total organic carbon (TOC) and loss on ignition (LOI) requirements in the ash/slag.
- iii. To ensure life of refractory and insulation bricks, it is a practice to feed silica and glass in appropriate ratios to the kilns to form a cover over the refractory lining, as and when the thickness of the layer reduces.
- iv. It has been reported that reduction of out-side surface temperature of the rotary kiln enhances the life of refractory bricks and lining. Thus, may be explored, where feasible.
- v. Rotary kiln shall be designed to maintain the temperature shall at 800+°C in order to ensure complete burning of solid waste. Controlled flow of air shall be maintained for complete volatilization of solid waste.

### Secondary Combustion Chamber

- i. Secondary Combustion Chamber shall be designed to maintain the temperature of 1100° C.
- ii. The design and operating conditions shall demonstrate a minimum of 2 seconds residence time in the secondary combustion chambers, under critical feed conditions, so as to bring complete combustion of volatile matter evolved from the primary combustion chamber.

### Pollution Control Devices

- i. Pollution control devices shall be provided to comply with prescribed standards for particulate matter, HCl, SO<sub>2</sub>, CO, Total Organic Carbon, HF, NO<sub>x</sub> (NO and NO<sub>2</sub> expressed as NO<sub>2</sub>), Hydrocarbons, Dioxins/Furans, Cd +Th (and its compounds), Hg (and its compounds), Sb + As + Pb + Cr + Co + Cu + Mn + Ni + V (and their compounds).
- ii. Incineration facility shall explore, to the extent possible, for heat recovery.
- iii. Designed treatment scheme shall comprise of following equipment, in combination, with adequate efficiencies to meet the emission standards:

- **Dioxins:** Keeping De-novo synthesis in the backdrop, steps must be taken to prevent reformation of dioxins by rapidly lowering the flue gas temperatures, particularly from 500° C to less than 200° C by adopting rapid quench / catalyst / adsorption by activated carbon etc.
- **Particulate matter:** Fine particulates in the flue gases requires specific dust separation technologies such as bag filters, electro static precipitator etc. in order to meet flue gas standard. In case of electro static precipitators, special care is required to avoid electric sparks due to the dust to avoid reformation of dioxins and adsorption to the fine dust.
- **Mercury:** If the feeding waste contains mercury and its compounds, there is every chance of these emissions to get air borne. Therefore, requires specific treatment for control of these emissions. (Ex. activated carbon, conversion into mercuric chloride and then to mercuric sulphide etc.)
- **SO<sub>2</sub>:** Sulphur in the feeding waste upon thermal oxidation forms sulphur dioxide, which requires control measures to meet the standard. Conventional method followed is scrubbing by alkali (alkali dry / wet scrubber with hydrated lime or sodium hydroxide injection)
- **HCl & HF:** In order to control halogen emissions to the desired level, in particular chlorides and fluorides, conventionally water/alkali scrubbers are in use.



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- **Mist:** Often there is a need to eliminate the mist in the stack emissions, therefore, where necessary de-mister may be provided.

**Stack height**

- i. Stack height shall not be less than 30 meters, in any case.
- ii. Stack height requirement based on sulphur dioxide emissions by using the equation – stack height = 14 (Q) 0.3 [where, Q is the emission rate of SO2 in kg/hr]
- iii. By using simple Gaussian plume model to maintain ambient air quality requirements for all concerned parameters, in the receiving environment.
- iv. The required stack height shall be the maximum of the above three considerations.

**Monitoring & Online Display Requirement**

- i. Sampling platform shall be provided as per CPCB norms to collect stack samples from the chimney for monitoring the air pollutants, as and when required. Holes need to be provided on chimney as per standard CPCB norms, following diametric calculations.
- ii. Access shall be provided, online, to see the continuous monitoring data by DPCC and annual environmental report giving complete details of operation & compliance with regulatory requirements need to be published and made available to the public

**Ash and Slag Management**

- i. Water locking arrangement shall be provided for removal of ash/slag from the combustion chambers.
- ii. Where appropriate, options may be explored for recycling of ash/slag either with in the facility or outside.
- iii. Dry slag and ash (residues from combustion processes, boiler dust, residues from treatment of combustion gases etc.) shall be placed in closed bags, containers etc. to prevent diffused emissions

**Quench/ Scrubber liquor management**

- i. Appropriate treatment to the wastewaters from the cleaning of exhaust gases be provided.
- ii. The treated wastewater shall conform to the disposal specific effluent standards.
- iii. If forced evaporation is considered as a treatment option for quench/ scrubber liquor, the organic emissions, if any, shall be collected and returned to incinerator.
- iv. Re-feeding of these liquors into the system may enhance the concentration levels therefore, adequate sink capacity shall be ensured

**(4.2)Chemical Stablisation/ solidification**

The waste received for disposal should be stabilized by choosing suitable technology and methodology to reduce the scope of generation of harmful effects to the environment. Waste treatment / stabilisation should be performed on all waste that needs to be disposed in the landfill, but do not meet landfill disposal criteria.

**(5)Secured Landfill**

**5.1 General**



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- i. A primary composite liner comprising of
    - a) A HDPE geomembrane of thickness 1.5 mm or more
    - b) A compacted clay (or compacted amended soil) layer of thickness 45 cm or more having a coefficient of permeability of  $10^{-7}$  cm/sec ( $10^{-9}$  m/sec) or less
  - ii. A secondary composite liner comprising of
    - a) A HDPE geomembrane of thickness 1.5 mm or more
    - b) A compacted clay layer of thickness 45 cm or more having a co-efficient of permeability of  $10^{-7}$  cm/sec ( $10^{-9}$  m/sec) or less

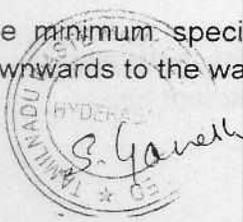
### 5.3 Leachate Collection and Removal System ("LCRS")

The Concessionaire shall provide the LCRS, which shall consist of: Primary leachate Collection System (PLCS) and Secondary leachate detection system (LDS)

- i. PLDS shall comprise of
  - a. Primary leachate collection layer of thickness 30 cm or more and co-efficient of permeability in excess of  $10^{-2}$  cm/sec ( $10^{-4}$  m/sec) with the slope of 2%
  - b. 100mm dia HDPE feeder pipes ("Feeder Pipes") with a maximum lateral spacing of 30 m.
  - c. 150mm dia HDPE header pipes ("Header Pipes") with a maximum lateral spacing of 50 m.
  - d. a HDPE main header pipe ("Main Header Pipe") of size 250mm dia, which will collect leachate from the header pipes and discharge into a day sump.
- ii. LDS shall comprise of
  - a. collection layer (also called leak detection layer) of thickness 30 cm or more and co-efficient of permeability in excess of  $10^{-3}$  cm/sec ( $10^{-5}$  m/sec)
  - b. LDS shall also be connected with sump through a network of pipes. Leachate if detected in LDS lyre shall be pumped out from the sump via motor and pipe arrangement to a holding tank
- iii. The leachate from the PLDS and LDS should be collected into the Leachate Collection Tank without any stagnation (except in storage/holding tanks). leachate treatment tank/s and a leachate collection network which shall meet the O&M Requirements
- iv. Overall design of the leachate system should be such as to ensure that there is no percolation of the leachate into the ground and it does not come into contact with any water body.

### 5.4 Landfill Cover system

The minimum specifications of the cover system given below are from top surface downwards to the waste:

  
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HYDERABAD  
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The Concessionaire shall provide the Final Cover which shall consist of:

- i. A surface layer of local top soil which supports self-sustaining vegetation and which has a thickness not less than 60 cm;
- ii. A drainage layer of thickness 30 cm or more having a coefficient of permeability in excess of  $10^{-2}$  cm/sec ( $10^{-4}$  m/sec)
- iii. A single composite barrier comprising of
  - a) A HDPE geomembrane of thickness 1.5 mm or more and
  - b) A compacted layer clay (or compacted amended soil) layer of thickness 60 cm or more having a coefficient of permeability of  $10^{-7}$  cm/sec ( $10^{-9}$  m/sec) or less. At locations where availability of clay is limited, amended soil will be constituted by mixing bentonite or any other suitable clay to locally available soil to achieve the desired permeability.
- iv. A regulatory layer (optional) of thickness 30 cm having coefficient of permeability greater than  $10^{-2}$  cm/sec ( $10^{-4}$  m/sec). Such a layer shall be provided whenever there is requirement of (i) gas collection or (ii) transition filter between waste and soil

**(6) Storm Water Drainage System**

The storm water drainage system within the TSDF should have trapezoidal or rectangular cross section masonry drain and shall meet the following requirements:

- i. Project from the Leachate System;
- ii. the run-off rain water from the hinterland does not enter the Hazardous Waste storage and processing area;
- iii. there is no stagnation of rain water in the Site.

**(7) Effluent Collection and Treatment Facility**

Effluent collection and treatment facility shall be provided for treatment of leachate and other effluent generated from the facility. No discharge from the effluent treatment facility shall be allowed outside the TSDF.

**(8) Water Supply System**

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

**(9) Internal Roads**

The Concessionaire shall provide good quality motorable roads within the Hazardous Waste Processing Facility which shall be of minimum 5m width and as per specifications of Ministry of Surface Transport/ NHA/ Indian Road Congress standards.



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**(10) Wheel Wash**

Wheel wash to be proposed for washing of wheels of vehicles operating on the hazardous waste. The effluent from the wheel wash should be diverted to the effluent treatment facility.

**(11) Lighting**

The Concessionaire shall provide,

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

**(12) Safety infrastructure**

Appropriate safety infrastructure such as Fire hydrant system, smoke detection and alarm system, and fire extinguishing system as per the guidelines of CPCB/ DPCC should be provided in the storage areas and other areas.

**(13) Other Electrical Works**

The Concessionaire shall provide any additional electrical equipment and other electrical works in accordance with Good Industry Practices. The Concessionaire shall provide power back-up to ensure operation of at least the following facilities:

- i. Weigh bridge
- ii. Lighting of work area
- iii. Leachate circulation and treatment system
- iv. Water supply system

**(14) Office Building**

The office building should be a permanent structure. It should be equipped with an office area for facility management and supervisory staff and also include the following:

- i. Office for the facility manager
- ii. Office to accommodate working space and desks for the employees.
- iii. Office to store landfill drawings and records
- iv. Washrooms and shower area.
- v. Bathroom facilities
- vi. Lunch room for employees.
- vii. First aid station.
- viii. Visitor reception area.



**(15) Site Fencing**

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The Concessionaire shall construct a 2.4 m high boundary wall with top 0.6 m being barbed wire fencing with mild steel angles, on the periphery of Hazardous Waste Processing Site.

**(16) Name Board**

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

"This property belongs to DSIIDC and has been handed over to M/s \_\_\_\_\_ for TSDF".

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

**(17) Green Belt**

The Concessionaire shall provide a vegetative cover in a strip of width 10 m all along the fencing. The species of trees for providing vegetative cover shall be approved by the Third Party Engineer.

**(18) Additional Requirement**

The concessionaire should additionally meet the requirements/ specifications outlined in Enclosure 2 and 3 of this schedule.



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## SCHEDULE D - OPERATION AND MAINTENANCE REQUIREMENTS

The O&M Requirements to be adhered to by the Concessionaire has been laid down in this Schedule. The O&M Requirements under this schedule has been divided in the following sections:

### SECTION I: OPERATION AND MAINTENANCE REQUIREMENTS: GENERAL

#### 1. General

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

#### Basic Services

During the Operations Period, the Concessionaire shall, in accordance with this Concession Agreement undertake the following activities and shall be solely responsible to provide necessary staff and equipment, in a manner consistent with this Agreement and considered Good Industry Practice to the satisfaction of the Third Party Engineer and the DSIIDC.

- i. All the activities will be carried out as per the Hazardous and Other Waste (Management & Transboundary movement) Rules 2016 as amended, regulation/technical guidelines issued by the Central Pollution Control Board and DPCC.
- ii. During the Concession Period, the Concessionaire shall ensure that all HW generated within the Concession Area is collected, transported, Stored and disposed in accordance with Applicable Laws and in accordance with this Agreement.

In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, 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:

- i. ensure the safety of personnel deployed on and users of the Project Facilities or part thereof;
- ii. permit unimpaired performance of statutory duties and functions of any party in relation to the Project;

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

- i. applicable and adequate safety measures are taken;
  - ii. adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facilities, due to any of its actions, is minimized and is limited to standard as per HW Rules;
  - iii. any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;
  - iv. disturbance or damage or destruction to property of Project by operations of the Project Facilities is controlled/minimised;
- all materials used in the maintenance, repair and replacement of any of the Project Facilities shall meet the Construction Requirements;



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The Concessionaire shall ensure that the TSDF shall remain operation for 320 days a year subject to shut down due to planned maintenance. The Concessionaire should endeavour that the TSDF shall become operational within 72 hours of its breakdown.

The Concessionaire shall be solely responsible to provide necessary staff and equipment for the above activities in a manner consistent with this Agreement and Good Industry Practice.

## 2. Operations and Maintenance Manual and O&M Plans

Prior to making an application for issue of Project Completion Certificate for the Project, the Concessionaire shall finalise in consultation with the Third Party Engineer and DSIIDC:

- the O&M Manual (including the formats for the reports to be submitted during the Operations Period and the Post Closure Period)
- the O&M Plan for the first year of operations.

Six weeks prior to the anniversary of COD each year, the Concessionaire shall in consultation with the Third Party Engineer and DSIIDC finalise an annual O&M Plan for the next year of operations.

The Concessionaire shall also update the O&M Manual every 3 years in consultation with the Third Party Engineer and DSIIDC.

## 3. Codes and Standards

The following standards in order of preference shall be adopted in consultation with the Third Party Engineer, unless otherwise specified:

- i. Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 as amended
- ii. Guidelines & Regulations of Ministry of Environment and Forests
- iii. All applicable rules, regulations, acts, guidelines, standards of Central Pollution Control Board (CPCB)
- iv. All applicable rules, regulations, acts, guidelines, standards of Delhi Pollution Control Committee (DPCC)
- v. Bureau of Indian Standards (BIS)
- vi. Suitable specification/standard devised by the Third Party Engineer
- vii. Any other standard proposed by the Concessionaire and approved by the Third Party Engineer
- viii. Any other statutory obligation notified by GOI, Govt. of Delhi/ any other regulatory authority.

## 4. Routine Maintenance Standards

In order to ensure smooth and uninterrupted operations, routine maintenance of the Project Facilities shall include but not be limited to:



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- i. prompt repairs of the weigh-bridge, leachate collection drainage and treatment system, electrical items, drains, internal roads, lighting and fencing;
- ii. replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the TSDF;
- iii. maintaining the shape, scope, full cross-section of the storm water drainage system and leachate collection and drainage system;
- iv. keeping the Project Facilities in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the Project Facilities or any other property on or near the Site;
- v. undertaking maintenance works in accordance with the O&M Plan and O&M Manual;
- vi. preventing, with the assistance of law enforcement agencies, where necessary, any unauthorised entry to and exit from and any encroachments including any encroachments on the Site;
- vii. taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/Applicable Permits.

The Concessionaire, for the purpose of routine maintenance shall, in consultation with the Third Party Engineer, set forth such criteria as to conform to Good Industry Practice for sound maintenance of the Project Facilities.

The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Construction Requirements/ specifications.

**5. Emergency Maintenance**

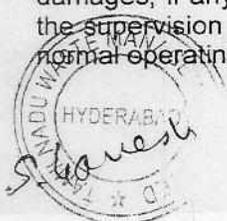
The Emergency Response Protocol ("ERP") shall be developed by the Concessionaire in consultation with the Third Party Engineer. This shall be a part of the O&M Manual developed by the Concessionaire.

The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to vehicle accidents involving personal injuries or fatalities, property damage and force majeure as follows:

- i. In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Project Facilities or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the Project Facilities to safe condition and in any event, shall carry out such works before the affected area of the TSDF is re-opened to for normal operations.
- ii. The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.

In case of Emergency, the Concessionaire shall

- i. carry out such emergency maintenance and repairs as may be required to repair the damages, if any, in consultation with the Third Party Engineer and where required under the supervision of the police, if required in order to ensure that the TSDF are returned to normal operating standards as quickly as possible



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- ii. take all necessary measures to minimise pollution in accordance with the procedure specified in the O&M Plan.

## 6. Reporting Requirements

The Concessionaire shall submit to the DSIIDC the following reports duly verified by the Third Party Engineer:

- i. Industrial Area wise quantity of HW received and its characterization
- ii. Leachate generation and treatment
- iii. Test reports
- iv. Detail of Monthly Tipping Fee.
- v. Annual compilation of Monthly tipping fee.
- vi. Monthly compilation of HW processed and disposed in landfilled.

The frequency and formats for the reports to be submitted shall be finalised in consultation with the Third Party Engineer and shall form part of the O&M Plan and O&M Manual.

## 7. Records

The Concessionaire shall maintain and keep all operation & maintenance records (the "Records") at the TSDf inter alia including the following:

- i. Attendance Cards/ Register of the manpower deployed
- ii. Log Book of vehicles
- iii. Register of Stock of implements, and other materials and their issue
- iv. Register for issue of uniforms and protective gears
- v. Maintenance & operations records of all vehicles
- vi. Any other record for regulatory compliance.

The Concessionaire shall finalize the formats for the records in consultation with the Third Party Engineer and document the same.

The Concessionaire would keep the Records for a period as per the statutory requirements or for at least 10 years, whichever is higher.

The Records shall be made available upon the request of the Third Party Engineer or the DSIIDC or any other statutory government body.



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Considering the toxic, flammable, explosive or corrosive characteristics of hazardous waste, the concessionaire has to plan its transport in such a way that this waste does not cause danger to health or environment, when handled individually or when in contact with other wastes or substances during transportation.

### 1. Packaging of hazardous waste

The containers must be able to withstand normal handling and retain integrity for at least six months. In general, packaging for hazardous waste must meet the following requirements:

- i. All packaging material including containers shall be of such strength, construction and type that they would not break open or become defective during transportation
- ii. All packaging material including containers shall be packaged and sealed in such a way that those spillages of hazardous wastes/substances are prevented during transportation due to jerks and vibrations caused by uneven road surface
- iii. Re-packaging materials including that used for fastening must not be affected by the contents or form a dangerous combination with them
- iv. Packaging material should be such that there will be no significant chemical or galvanic action among any of the material in the package

The containers when used for packaging of hazardous wastes shall meet the following requirements:

- i. Container shall be of mild steel with suitable corrosion-resistant coating and roll-on roll-off cover, which may either be handled by articulated crane or by a hook lift system comfortably for a large variety of wastes. Other modes of packaging, like collection in 200-litre plastic drums, cardboard cartons, PP and HDPE/LDPE containers, etc., may also be used for a variety of wastes. However, all such containers should hold up mechanical handling.
- ii. They should be leak proof.
- iii. In general, the containers for liquid hazardous waste should be completely closed, in fact sealed. There should be no gas generation due to any chemical reaction within the container, and hence, there should not be any need for air vents; expansion due to increase/decrease in temperature normally does not need air vents.
- iv. Container should be covered with a solid lid or a canvas to avoid emissions of any sort including spillage, dust, etc., and to minimise odour generation both at the point of loading as well as during transportation.
- v. Container used for transportation of waste should be able to withstand the shock loads due to vibration effect/undulations of pavements, etc.,
- vi. Container should be easy to handle during transportation and also emptying.
- vii. Manual handling of containers should be minimised to the extent possible.
- viii. Appropriate material handling equipment is to be used to load, transport and unload containers. This equipment includes drum, dollies, forklifts, drum handling equipment, lift gates and pallets. Drums should not be rolled on off vehicles.
- ix. Where two-tier or three-tier storage is envisaged, the frame should have adequate strength to hold the containers.
- x. One-way containers (especially 160-litre drums) are also allowed. The multi-use containers should be reusable provided it should be cleaned and free from deterioration or defects.



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- xi. Loads are to be properly placed on vehicles. Hazardous waste containers are not to overhang, perch, lean or be placed on any unstable base. Load should be secured with straps, clamps, braces or other measures to prevent movement and loss. Design of the container should be such that it can be safely accommodated on the transport vehicle.
- xii. Dissimilar wastes shall not be collected in the same container. Wastes shall be segregated and packed separately. This is necessary to ensure that each waste finds its way to the right disposal point.

## 2. Labelling

The concessionaire shall comply with the labelling requirement during collection, transportation and storage of hazardous waste as per the HW rules 2016. The labelling requirements are provided in the following section.

- i. Labelling of individual transport containers (ranging from a pint-size to a tank), and labelling of transport vehicles
- ii. All hazardous waste containers must be clearly labelled showing all its contents. The labels must be waterproof and firmly stuck to the containers, so that they cannot be removed. Previous content labels shall be obliterated when the contents are changed.
- iii. Proper marking of containers is essential.
- iv. Containers storing hazardous waste shall be labelled with the words "HAZARDOUS WASTE" in vernacular language, Hindi/English. The information on the label must include the code number of waste, waste type, origin (name, address, telephone number of generator), hazardous property (e.g. flammable), and the symbol for the hazardous property (e.g. the red square with flame symbol). The label must withstand the effects of rain and sun. Labelling of containers is important for tracking the wastes from the point of generation up to the final point of disposal. The following are the requirements for labelling:
  - v. The label should contain the name and address of the generator and operator of the facility where it is being sent for treatment and final disposal *i.e.*, labelling of container shall be provided with a general label as per Form 8 of HW (M&H) Rules, 1989 and as amended).
  - vi. Emergency contact phone numbers shall be prominently displayed *viz.* the phone number of concerned Regional Officer of DPCC, Fire Station, Police Station and other agencies concerned.

## 3. Collection and Transportation Requirements

The concessionaire shall ensure safe transportation of hazardous waste to the TSDF. Apart from the guidelines mentioned in packaging and labelling in the above sections, the following additional guidelines shall be followed for handling the waste:

- i. Transport of hazardous wastes shall be in accordance with the provisions of the rules made by the Central Government under the Motor Vehicles Act, 1988 and other guidelines issued from time to time
- ii. All hazardous waste containers shall be provided with a general label as given in Form 8 in HW Rules 2016, as amended
- iii. The concessionaire shall not accept hazardous wastes from an occupier (generator) unless seven-copies (with colour codes) of the manifest (Form 9) as per Rule 7 of the HW Rules 2016 and as amended are provided by the generator. The Concessionaire shall give a copy of the manifest signed and dated to the generator and retain the remaining four copies to be used for further necessary action prescribed in HW Rules 2016.

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- iv. The Concessionaire shall ensure that generator provide the relevant information in Form 10, i.e. Transport Emergency (TREM) Card regarding the hazardous nature of the wastes and measures to be taken in case of an emergency.
- v. The Concessionaire while collecting the wastes from the waste collections points and CETPs, shall also follow the manifest system as per Rule 7 of the HW 2016 Rules.

#### 4. Responsibilities of the hazardous waste transporter

The Concessionaire shall be responsible for transportation of hazardous waste as "transporter". The transportation vehicles and containers shall be suitably designed to handle the hazardous wastes. The transporter shall carry/display the TREM card during transportation of the hazardous wastes and comply with the provisions under Motor Vehicles Act (MVA), 1988, as amended, and rules made there under. Transporter of hazardous wastes shall be responsible for:

- i. Clean-up operators in case of spillage, leakage or any other accidental/incidental discharge of hazardous wastes and shall keep the DPCC suitably informed
- ii. Obtaining permission from DPCC for transport of hazardous waste [in addition to any other permission that may be required under the Motor Vehicles (Amendment) Act of 1988]
- iii. Design of suitable transport vehicles to handle and transport the hazardous wastes of various characteristics

The concessionaire shall follow all the rules pertaining to transportation of hazardous waste as stipulated under HW Rules 2016 and as amended

- i. Transporting the wastes in closed containers at all times
- ii. Delivering the wastes at designated points only
- iii. Informing DPCC or local authority, occupier/operator of a facility, and others concerned immediately in case of spillage, leakage or other accidents during transportation
- iv. Training the driver with regard to the emergency response measures to be taken during the transportation of waste
- v. Clean-up in case of contamination
- vi. Cleaning of vehicles only at TSDF where there are facilities to treat such wastewaters

#### 5. Transportation requirement

The concessionaire shall follow the requirements pertaining to the transportation of hazardous wastes:

- i. Vehicle used for transportation shall be in accordance with the provisions under the Motor Vehicles Act, 1988, and rules made there under.
- ii. Transporter shall possess requisite copies of the certificate (valid authorization obtained from the concerned DPCC for transportation of wastes by the waste generator and operator of a facility) for transportation of hazardous waste.
- iii. Transporter should have valid "Pollution under Control Certificate" (PUCC) during the transportation of HW and shall be properly displayed.
- iv. Vehicles shall be painted preferably in blue colour with white strip of 15 to 30 cm width running centrally all over the body to facilitate easy identification.
- v. Vehicle should be fitted with mechanical handling equipment for safe handling and transportation of wastes.
- vi. The words "HAZARDOUS WASTE" shall be displayed on all sides of the vehicle in vernacular language, Hindi, and English.
- vii. Name of the generator or the transporter, as the case may be, shall be displayed.



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- viii. Emergency phone numbers and TREM Card in Form 10 of HW (M&H) Rules, 1989 and as amended shall be displayed properly.
- ix. Vehicle shall be fitted with roll-on/roll-off covers if the individual containers do not possess the same.
- x. Carrying of passengers is strictly prohibited except for the waste haulers. Access to these waste haulers shall be restricted to the cabins only.
- xi. Transporter shall carry documents of manifest for the wastes during transportation as required under Rule 7 of the Hazardous Waste (M&H) Rules, 1989, as amended.
- xii. The trucks shall be dedicated for transportation of hazardous wastes and they shall not be used for any other purpose.
- xiii. Each vehicle shall carry first-aid kit, spill control equipment and fire extinguisher.
- xiv. HW transport vehicle shall run only at a speed specified under Motor Vehicles Act in order to avoid any eventuality during the transportation of HW.
- xv. The driver of the transport vehicle shall at least have cleared the SSC exam (10th standard) and shall have valid driving license for heavy vehicles from the State Road Transport Authority and shall have experience in transporting the chemicals.
- xvi. Driver(s) shall be properly trained for handling the emergency situations and safety aspects involved in the transportation of hazardous wastes.
- xvii. The design of the trucks shall be such that there is no spillage during transportation

**6. TSDF operations**

The Concessionaire would be responsible for following activities at TSDF:

- i. Accepting hazardous wastes at TSDF from the generators authorised by DPCC
- ii. Establishing a system for optimal movement of hazardous wastes transportation, treatment and disposal operations, which may include resource recovery/recycling as the case may be
- iii. Fingerprinting analysis to confirm the wastes shall be the responsibility of the operator
- iv. Operating the TSDF as per conditions stipulated in the authorisation
- v. Ensuring waste treatment and/or disposal as per HW Rules 2016, as amended
- vi. Undertake clean-up operation in case of contamination resulting from TSDF
- vii. Pollution and the odour arising out of TSDF operations and subsequent abatement
- viii. Compliance of regulations concerning occupational safety and health of TSDF employees
- ix. In the event, there are differences in the analysis results, the generator may either accept the results of operator or send their samples to a mutually agreed third party analysis at their own cost

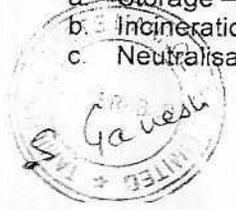
**SECTION III: OPERATION AND MAINTENANCE REQUIREMENTS:TREATMENT STORAGE AND DISPOSAL FACILITY**

**Operation & Maintenance of the TSDF**

**Objective**

The objective can be divided into the following:

- i. Different waste types will require different treatment systems or technologies.
- ii. Treatment of hazardous waste will dependent of physio – chemical characteristics of the waste.
- iii. Broadly the treatment and disposal options to be followed are classified into the following categories
  - a. Storage – blending, mixing and dewatering
  - b. Incineration
  - c. Neutralisation, Cyanide reduction and Chrome reduction



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(d) Solidification / Stabilisation

(e) Disposal in Secured landfill

1. Waste acceptance

The concessionaire will follow the following sequence of activities for operation at TSDF:

- i. The Concessionaire shall receive a comprehensive report on analysis of waste from the generator
- ii. The Concessionaire shall examine the report and plan pathway for waste treatment and disposal
- iii. Upon confirmation of the same by concessionaire to the generator, waste shall be dispatched to the TSDF accompanied by transport manifest
- iv. Upon receipt at the facility, the wastes shall be weighed and properly logged
- v. Waste shall then undergo a visual inspection to confirm the physical appearance
- vi. A representative sample of waste shall be collected and sent to on-site laboratory for finger print analysis
- vii. The results of fingerprinting analysis shall be compared with the results of earlier analysis. If the results do not match with the previous test results the waste will be returned to the generator and the same will be informed to the DPCC
- viii. Upon confirmation, waste shall then be sent for TSDF operations according to the identified pathway

TSDF operators shall be equipped with adequate laboratory facilities in order to carry out the monitoring and analysis of all required parameters. These laboratories may be accredited as per the Environment (Protection) Act, 1986 and ISO 17025 through NABL system.

2. Storage area (storage shed)

The concessionaire shall follow the following for storage of various types of hazardous waste

- i. Incinerable hazardous wastes (organic wastes) should not be kept haphazardly without any labelling at the location/proposed location of incinerators
- ii. In storage of wastes, general criteria for compatibility of selected waste should be followed
- iii. While storing or mixing of incinerable wastes to optimise the feed, compatibility of wastes has to be considered and tested.
- iv. Flammable, ignitable, reactive and incompatible wastes should be stored separately and never should be stored in the same storage shed.
- v. Adequate storage capacity (i.e. 50 % of the annual capacity of the hazardous waste incinerator) should be provided in the premises.
- vi. Loading and unloading of wastes in storage sheds should be done under the supervision of the well trained and experienced staff only.
- vii. Fire break of at least 04 meters between two blocks of stacked drums should be provided in the storage shed. Storage capacity of one block of drum should not exceed 300 MT.
- viii. Minimum of 1 m clear space should be left between two adjacent rows of drums in pair for inspection.
- ix. The storage and handling should have at least two routes to escape in the event of any fire in the area.

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- x. Doors and approaches of the storage area should be of suitable sizes for entry of forklift and firefighting equipment
- xi. The exhaust of the vehicles used for the purpose of handling, lifting and transportation within the facility such as forklifts or trucks should be fitted with the approved type of spark arrester.
- xii. In order to have appropriate measures to prevent percolation of spills, leaks, etc. to the soil and ground water, the storage area should be provided with concrete floor or steel sheet depending on the characteristics of waste handled and the floor must be structurally sound and chemically compatible with wastes.
- xiii. Measures should be taken to prevent entry of runoff into the storage area.

**3. Storage drums/containers**

- i. The container shall be made or lined with suitable material, which will not react with or in other words compatible with the hazardous wastes proposed to be stored.
- ii. The stacking of drums in the storage area should be restricted to three high on pallets (wooden frames). Necessary precautionary measures should be taken so as to avoid stack collapse. However, for waste having flash point less than 65.5 OC, the drums should not be stacked more than one height.
- iii. No drums should be opened in the storage sheds for sampling, etc., and such activity should be done in designated places outside the storage areas
- iv. Drums containing wastes stored in the storage area should be labelled properly indicating mainly type, quantity, characteristics, source and date of storing, etc.

**4. Spillage/leakage control measures**

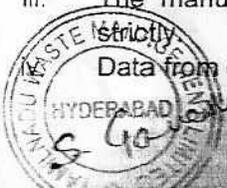
- i. The storage areas should be inspected daily for detecting any signs of leaks or deterioration, if any. Leaking or deteriorated containers should be removed and ensured that such contents are transferred to a sound container.
- ii. In case of spills/leaks, dry adsorbents/cotton should be used for cleaning instead of water

**5. Finger print analysis & Weighment**

- i. All the vehicles carrying HW for delivery at the TSDF, as the case may be shall be weighed at the entry gate by the designated weighbridge in the manner specified in this Schedule.
- ii. The Concessionaire shall get the vehicles weighed and record at least the following data at the weighbridge facility for each of the vehicles:
  - Date and time of weighment
  - Registration Number of the vehicle disposing HW
  - Total laden weight of the vehicle
  - Time of entry of the vehicle
  - Collection area code
  - Type of Hazardous Waste
  - Total unladen weight of the vehicle
  - Net weight of HW
  - Time of exit of the vehicle

iii. The manufacturer' operation manuals for the individual units shall be adhered to

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Data from each weighing procedure shall be recorded in a database



- v. The format for recording shall be finalised in consultation with the Third Party Engineer, and the same shall be documented as part of the O&M Manual.
- vi. In the event that the weigh-bridge is not in operation, the Concessionaire shall use the weighbridge available nearby for weighment of HW.
- vii. The weighbridge should have safe working conditions and provisions for the workers therein as per Good Industry Practice
- viii. Routine maintenance and painting shall be carried out at least twice every year.
- ix. All vehicles departing the HW Processing Facility shall be washed, weighed and inspected.

**6. Operations and Maintenance Standards**

**6.1 Incinerator**

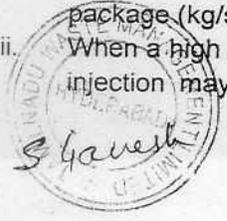
- i. Operates the incinerator as per the "Guidelines for Common Hazardous Waste Incineration" of Central Pollution Control Board
  - (ii) Incinerator shall be designed to achieve a minimum temperature of 1100°C in secondary combustion chamber and with a gas residence time in secondary combustion chamber not less than 2 (two) seconds.
  - (iii) Incineration plants shall be operated (combustion chambers) with such temperature, retention time and turbulence, so as to achieve Total Organic Carbon (TOC) content in the slag and bottom ashes less than 3%, or their loss on ignition is less than 5% of the dry weight of the material.
  - (iv) Incineration plants shall be designed, equipped, built and operated in such a way that the gas resulting from the process is raised, after the last injection of combustion air, in a controlled and homogenous fashion.

**Combustion chamber**

- i. During the start-up and shut-down or when the temperature of the combustion gas falls below specified minimum temperature, the auxiliary burner shall not be fed with fuels, which can cause higher emissions than those resulting from burning of gas oil /liquefied gas / natural gas.
- ii. In case of low calorific value liquid fuels are proposed to be injected into kiln, then double fuel injection burners may carry auxiliary fuel or equivalent liquid waste in one injection tube and low calorific value waste feed in other.
- iii. Combustion chambers (Kiln & secondary combustion chamber) shall be supplied with excessive air to ensure complete burning of wastes. The blower shall have the capability to provide appropriate supply of combustion air.
- iv. An inventory of fuel oil for 5days continuous operation of the incineration facility may be kept in reserve
- v. Needful safety arrangement must be provided in case of high-pressure development in the furnace.
- vi. Whenever the pressure in the combustion chambers becomes positive, immediately the feeding of waste shall be stopped and needful measures be taken to restore negative pressure.

**Incineration Kiln**

- i. To maintain designed heat capacity of the kiln, quantity of the solid waste injection package (kg/single injection) shall be adjusted w.r.t. calorific value of the waste feed.
- ii. When a high calorific value possessing solid waste is injected in packets, the size of each injection may be reduced, such that the peak CO concentration in the Kiln does not



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exceed too high in the initial stage, creating shooting of emissions to the secondary chamber, thereby crisis in ensuring the required retention time.

- iii. In the incineration kiln, the temperature shall be maintained at 800+°C in order to ensure complete burning of solid waste. Controlled flow of air shall be maintained for complete volatilization of solid waste.

**Secondary combustion chamber**

- i. Minimum temperature requirement in the secondary combustion chamber is 1100° C. This may be ensured by averaging the temperature measurement of three detectors (not exactly positioned in the burner flame) at the same time with in the combustion chamber.
- ii. The design and operating conditions shall demonstrate a minimum of 2 seconds residence time in the secondary combustion chambers, under critical feed conditions, so as to bring complete combustion of volatile matter evolved from the primary combustion chamber.

**Flue Gas Emission Standards**

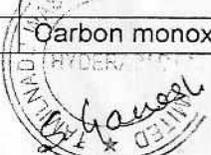
Treated flue gas emissions discharge through stack to atmosphere shall always be less than or equal to the following parameter-specific emission standards

PARAMETER	EMISSION STANDARD	SAMPLING DURATION
Particulates	50 mg/Nm3	30 Minutes
HCl	50 mg/Nm3	30 Minutes
SO2	200 mg/Nm3	30 Minutes
CO	100 mg/Nm3	30 Minutes
	50 mg/Nm3	Standard refers to daily average value
Total Organic Carbon	20 mg/Nm3	30 Minutes
HF	4 mg/Nm3	30 Minutes
NOX (NO and NO2 expressed as NO2 )	400 mg/Nm3	30 Minutes
Total dioxins and furans	0.1 ng TEQ/Nm3	6-8 hours sampling. Please refer guidelines for 17 concerned congeners for toxic equivalence values to arrive at total toxic equivalence.
Cd + Th + their compounds	0.05 mg/Nm3	Sampling time anywhere between 30 minutes and 8 hours.
Hg and its compounds	0.05 mg/Nm3	Sampling time anywhere between 30 minutes and 8 hours.
Sb + As + Pb + Cr + Co + Cu + Mn + Ni + V + their compounds	0.5 mg/Nm3	Sampling time anywhere between 30 minutes and 8 hours.

**Monitoring frequency**

Frequency of monitoring for various parameters is given below:

S.No.	Parameter	Location	Frequency
1	Temperature	Secondary combustion chamber, stack emissions	Continuous monitoring
2	Carbon monoxide	Stack emissions	Continuous



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S.No.	Parameter	Location	Frequency
3	Excess oxygen	Secondary combustion chamber, stack emissions	Continuous
4	Pressure	Combustion chambers	Continuous
5	Total particulate matter	Stack emissions	Continuous
6	HCl	Stack emissions	Continuous
7	HF	Stack emissions	Once in every month, initially for first year. If the correlation with HCL scrubbing efficiency is established, the frequency may be relaxed by the State Boards/ Pollution Control Committees appropriately
8	SO2	Stack emissions	Continuous
9	NOx	Stack emissions	Continuous
10	TOC	Stack emissions	Continuous
		Residues from the combustion processes (slag / ash)	Once in every week (pooled sample), initially for first year. If there is consistency in meeting the standard, may be relaxed to once in a month (pooled sample)
11	Loss on ignition (LOI)	Residues from the combustion processes (slag/ash)	-do-
12	Mercury	Stack emissions	Twice a year, under critical operating conditions
13	Heavy metals	Stack emissions,	Twice a year, under critical operating conditions
14	Dioxins and furans	Stack emissions, ash/dust, scrubber liquors, quench liquor	Twice a year under critical operating conditions

6.2 Other Facilities

During the Operations Period, the Concessionaire shall operate and maintain the TSDF as follows:

Sl. No.	Facility	Operation and Maintenance Standard
1	Weigh Bridge	• Calibration certification from manufacturer/ Project certification agency (approved by the Third Party)

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		<p>Engineer) to be renewed every year</p> <ul style="list-style-type: none"> <li>• Maximum period of non-operation: 5 days</li> <li>• Data recording and reporting format to be decided in consultation with the Third Party Engineer and to form part of the O&amp;M Plan and/or O&amp;M Manual.</li> </ul>
2	HW Platform	<ul style="list-style-type: none"> <li>• Leachate drain around the HW platform is free from clogging and allows unobstructed flow of leachate. Maintain shape &amp; scope of the leachate drains in the designed manner during the lifetime</li> <li>• No cracks/ruptures in the top CC layer</li> </ul>
3	Storm Water Drainage System	<ul style="list-style-type: none"> <li>• All storm water drains are free from clogging and allows unobstructed flow of water</li> <li>• Maintain shape &amp; scope in the designed manner during the lifetime</li> <li>• No stagnation of rain water on the Site</li> </ul>
4	Leachate Collection and Drainage System	<ul style="list-style-type: none"> <li>• No overflow of leachate from the Leachate Collection Tanks</li> <li>• Cracks or leaks in the leachate collection and drainage system to be sealed immediately</li> <li>• Should be free from clogging and allows unobstructed flow of leachate</li> <li>• No untreated leachate, which does not meet the applicable Code and Standards, shall be let out from the TSDF.</li> </ul>
5	Leachate Treatment Plant	<ul style="list-style-type: none"> <li>• Maximum period of shut-down: 24 hrs.</li> <li>• Treated leachate to meet standards as per applicable Codes and Standards</li> <li>• No untreated leachate to be let out from the Site, unless it meets the standards as set out in Table 4.3 of this Water Supply Schedule</li> </ul>
6	Water Supply System	<ul style="list-style-type: none"> <li>• Water for drinking purposes to meet IS:10500</li> <li>• Water supply for gardening and flushing to meet Inland Surface Water standards as per Central Public Health and Environmental Engineering Organisation (CPHEEO)</li> </ul>
7	Quality Control Laboratory	<ul style="list-style-type: none"> <li>• Quality and calibration certification from manufacturer/Project certification agency (approved by the Third Party Engineer) to be renewed every year</li> <li>• Maximum period of non-operation: 5 days</li> <li>• Data recording and reporting format to be decided in consultation with the Third Party Engineer and to form part of the O&amp;M Plan and/or O&amp;M Manual.</li> </ul>
8	Internal Roads	<ul style="list-style-type: none"> <li>• The roads shall be pot-hole free and in good motorable condition</li> </ul>
9	Lighting and other electrical works	<ul style="list-style-type: none"> <li>• Minimum lux level of 20 in the area of operation (in case of 2 shift operations)</li> </ul>
10	Boundary Wall and Fencing	<ul style="list-style-type: none"> <li>• Any breach in the boundary wall and fencing to be brought to the notice of the Third Party Engineer immediately and to be sealed within 1 day</li> <li>• Boundary wall and fencing to be inspected at least once every week and rejects (paper, plastics etc.), if any, found trapped in the fencing to be removed promptly</li> </ul>
11	Green Belt	<ul style="list-style-type: none"> <li>• Maintained in accordance with O&amp;M Plan and O&amp;M Manual</li> </ul>
12	Pulverisation & Additive / Binder Storage and Mixing	<ul style="list-style-type: none"> <li>• Regular preventive maintenance of conveyors, pulveriser, mixer, drier and other machinery etc</li> <li>• Room shall be regularly maintained for leakage,</li> </ul>



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Room and any other place where HW during any processing cycle is placed	painting etc
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**6.3 Other operation requirement**

The Concessionaire shall ensure smooth and uninterrupted operations of such processing plant and shall carry out the routine maintenance including but not be limited to following:

- i. prompt repairs of the components of TSDF;
- ii. replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of TSDF;
- iii. maintaining the shape, scope, full cross-section of the storm water drainage system and leachate collection and drainage system;
- iv. keeping such processing plant in a clean, tidy and orderly condition and taking all practical measures to prevent damage to such processing plant or any other property on or near the Site;
- v. Smoking shall be prohibited in and around the storage areas
- vi. Only those vehicles with spark proof should be allowed
- vii. Good housekeeping has to be maintained around the storage areas
- viii. Signboards showing precautionary measures to be taken in case of normal and emergency situations should be displayed at appropriate locations
- ix. To the extent possible, manual operations with in storage area are to be avoided. In case of manual operation, proper precautions need to be taken, particularly during loading/unloading of liquid hazardous waste in drums
- x. A system for inspection of storage area to check the condition of containers, spillages, leakages, etc., should be established and proper records should be maintained
- xi. The wastes containing volatile solvents or other low vapor pressure chemicals should be adequately protected from direct exposure to sunlight and adequate ventilation should be provided
- xii. Tanks for storage of liquid waste should be properly dyked and should be provided with adequate transfer systems
- xiii. Storage Site should have adequate and prompt emergency response equipment systems for the hazardous waste stored on-site. This should include firefighting arrangement based on the risk assessment, spill management, evacuation and first aid
- xiv. Immediately on receipt of hazardous waste, it should be analysed and depending upon its characteristics its storage should be finalised
- xv. Only authorized personnel trained in hazardous waste handling procedures should have access to the storage site
- xvi. Mock drill for on-site emergency should be conducted regularly and records should be maintained

**6.4 Treatment to produce marketable products**

The Concessionaire shall use other methods/ process for treatment/ recycling of the HW to produce other products which should be certified as fit for sale by the Third Party Engineer and DPCC in accordance with applicable Codes and Standards. The Concessionaire shall in accordance with the O&M Plan and/or O&M Manual, operate and maintain TSDF.



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**7. Disposal of waste in secured Landfill**

Waste received at landfill site can be handled in different ways i.e.,

- i. Direct disposal into landfill
- ii. Treatment/stabilisation of wastes and then disposal into landfill

**7.1 Pathway of wastes accepted for direct disposal**

Wastes accepted for direct disposal shall conform to the concentration limit/criteria. Depending upon the characteristics of wastes and the reactivity of the wastes with each other as well as with the liner system, the wastes which could be allowed are identified. The wastes coming to the facility for the disposal must be de-watered up to the level of 60 - 70% solids, from the stability point of view; the following listed wastes should not be allowed to dispose off directly into the landfill facility unless an appropriate treatment is provided

- i. Waste, which is a fluid, slurry or paste
- ii. Waste, which is delivered under pressure or under vacuum
- iii. Waste, which has an obnoxious odour
- iv. Waste, which reacts with moisture to produce considerable amount of heat or gases
- v. Waste, which has a calorific value of more than 3200 Kcal/kg. These wastes have to go for authorised energy recovery or for incineration
- vi. Waste, which is highly inflammable (flash point < 550C)
- vii. Waste, which contains shock sensitive substances
- viii. Waste, which contains very strong oxidizing agents
- ix. Waste, which contains volatile substances of significant toxicity
- x. Waste, which falls below a pH value of 4 and exceeds the value of 13, if evaluated in distilled water in the ratio of 1: 10

In addition to above, the criteria for disposal of hazardous waste into secured landfill facility as recommended in the CPCB/DPCC guidelines has to be followed.

**7.2 Sampling and Testing of Landfill Waste going to Landfill Facility**

Landfill Waste is taken into the Landfill Facility only between 9:00 AM and 5:00 PM or as mutually agreed upon between DSIIDC, Third Party Engineer and the Concessionaire. The Concessionaire shall record the following minimum data with regard to the Landfill Waste:

- i. Date of operation
- ii. Total laden weight of the truck
- iii. Time of entry of the truck
- iv. Total unladen weight of the truck
- v. Time of exit of the truck

**7.3 Closure Requirements**



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- i. The Concessionaire shall apply in writing, at least one year in advance, seeking approval for the closure of the facility. The application must be accompanied with details of the closure plan, which should be approved by Third party engineer, DSIIDC and DPCC.
- ii. The closure plan should indicate all steps to perform partial and/or final closure of the facility. The minimum action shall include:
  - a. description of how each hazardous waste management unit at the facility will be closed the closure schedule
  - b. detailed description of the steps needed to remove or decontaminate all hazardous waste residues and contaminated containment system components, equipment, structures and soils during the closure including procedures for clearing equipment and removing contaminated soils details of post-closure care including monitoring of the facility, groundwater quality, etc., chronological list of different types of wastes disposed off in low facility site.
- iii. The Concessionaire shall provide the Final Cover in accordance with the Construction Requirements.
- iv. HW Rules ensure the provision of a vegetative cover after laying of the Final Cover. The selection of the varieties of plants and trees to be planted shall be decided in consultation with the Third-Party Engineer/DSIIDC and shall form part of the Post Closure Maintenance Plan.

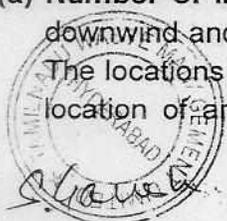
**7.4 Post-Closure Maintenance Plan**

- i. At least 3 months before the expected expiry of the Landfill Life, the Parties jointly with the Third Party Engineer shall discuss and jointly prepare the Post Closure Operating Plan for maintenance of the Landfill Facility, under the provisions of the prevailing statutory regulations ("Post Closure Maintenance Plan").
- ii. The Concessionaire shall maintain the Landfill Facility during the Post Closure Period in accordance with the Post-Closure Maintenance Plan.
- iii. Post-closure maintenance shall be in accordance with Applicable Laws and shall involve periodical inspections by the Concessionaire, of at least once every three months, of the Landfill Facility to monitor land surface care, leachate collection, and methane control by way of flaring and to maintain flaring equipment.
- iv. Post-closure maintenance shall also involve investigations for detection of adverse environmental impacts, if any, and implementation of measures for mitigation of the same.
- v. Upon the expiry of the Post Closure Period, the Concessionaire shall hand back peaceful possession of the Landfill Facility to DSIIDC free of cost and in good condition.

**7.5 Environment Monitoring System for TSDF and Landfill**

**i. Ambient Air Quality Monitoring**

(a) **Number of Monitoring Stations:** Air quality monitoring stations at upwind, downwind and at three stations at 120° angle around the TSDF is necessary. The locations of air quality monitoring stations depend on the stack height and location of any particular ecologically sensitive feature around the disposal



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facility. Location of air quality monitoring stations may be decided by the operator of the TSDF in consultation with DPCC.

**(b) Additional Parameters to be monitored:** Apart from the standard parameters stipulated under the National Ambient Air Quality Standards (NAAQS), additional parameters, namely, Total Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAH), to align the monitoring Programme with the potential impacts of TSDF operations, should be monitored.

**(c) Frequency of Ambient Air Quality Monitoring:**

- (i) Parameters, namely, SPM, RPM, NOx and SOx should be continued to be monitored as per NAAQS criteria (minimum of 104 measurements in a year taken twice a week, 24 hourly).
- (ii) In addition, VOCs (total), and PAH should be monitored at least twice in a year (pre-monsoon and post-monsoon).

**ii. Monitoring of the Vent Gases attached with the capped SLF**

**(a). Suggested parameters and the frequency:** Parameters, namely, total VOCs and H<sub>2</sub>S should be monitored at least once in a month through the vents of the capped cells till designed lifespan of the TSDF.

**iii. Ground Water Monitoring**

It is recommended to monitor ground water characteristics at least once in a quarter till designed life span of the TSDF.

**(a) Parameters to be analyzed:** It is recommended that groundwater should be analyzed for pH, Colour, EC, Turbidity (NTU), SS, TDS, TOC, COD, heavy metals (such as Pb, Cd, Cu, Zn, Cr, Hg, Ni), Fe, CN, F, As and Mn, Cl, NO<sub>3</sub>, SO<sub>4</sub>, TKN, Total Alkalinity, Total hardness and Total Pesticides.

**(b) Sampling Locations:** It is recommended that the ground water samples should be collected at least up to a distance of 5 KM from the TSDF location.

If no open wells or tube wells are available, action needs to be taken to provide at least **four monitoring wells (piezometric)** around the TSDF i.e. one on up gradient of the ground water flow and other three on the down gradient side of the ground water flow at least up to first layer aquifer. Depending upon the situation, if required, the monitoring wells till second aquifer should also be extended in consultation with the DPCC.

The directions of the ground water flow have to be established in consultation with the State Ground Water Board or any other authority. The ground water flow direction has to be ascertained periodically and reported at least **once in three years** so as to know any changes in the ground water flow directions due to any changes in the local conditions such as draw down of ground water.

**iv. Surface waters**



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Monitoring of surface waters (nullah/ river, impoundments) at upstream and downstream and in adjoining area is necessary at least **once in a quarter**. It is also necessary to collect the sample of benthal deposit of the stream up to a distance of 500 m from the TSDF. It is recommended that the surface water samples should be analyzed for pH, Colour, EC, Turbidity (NTU), SS, TDS, TOC, DO, BOD, COD, heavy metals (such as Pb, Cd, Cu, Zn, Cr, Hg, Ni), Fe, CN, F, As and Mn, Cl, NO<sub>3</sub>, SO<sub>4</sub>, TKN, Total Alkalinity, Total hardness.

v. **Soil samples Monitoring:**

(a) **Parameters to be analyzed:** It is recommended that the soilsamples should be analyzed for pH, EC, Colour, TDS, TOC, TSS, PAH, heavy metals (such as Pb, Cd, Cu, Zn, Cr, Hg, Ni), CN, F, As and Mn.

(b) **Sampling Location & Frequency of Sampling:** At least onenumber of composite soil sample is required to be collected upto a depth of 1 m beneath the soil surface for every grid size of 250 X 250 m up to a radius of 500 m from the centre of the TSDF. It is recommended that the soil samples should be collected and analyzed for the suggested parameters at least once in a year i.e. pre-monsoon.

vi. **Biological indicator:** Plantations of locally available sensitive plants to be made in all directions of the TSDF and at different distances and to observe and record periodically the health of each plant.



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## SCHEDULE E - THIRD PARTY ENGINEER

### 1. Role and functions of the Third Party Engineer

- 1.1 The Third Party Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 1.2 The scope of work of the Third Party Engineer shall be to review and oversee the (i) design and construction works of the TSDf except for the activities covered in the scope of Third Party Engineer; and (ii) operations and maintenance of the Project.
- 1.3 Broadly, the role of the Project Engineer is set out in the following paragraphs.
  - a. Project review, monitor and wherever required by the Agreement, to approve the design, construction, operation and maintenance of the TSDf to ensure compliance by the Concessionaire with the Construction Plan, Drawings, Construction Requirements and O&M Requirements
  - b. Verification and random checks of weighment and Testing of the HW at the Processing and Landfill Site.
  - c. Verify and submit a monthly report to DSIIDC on compliance by the Concessionaire with the requirement of the agreement and with Applicable Laws.
  - d. Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests.
  - e. Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

### 2. Scope of Services of the Third Party Engineer

The specific scope of services to be provided by the Third Party Engineer in accordance with the applicable provisions of this Agreement are specified below:

#### 2.1 Implementation Period

The Third Party Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation of the Collection and Transportation facilities and ensure compliance with the Construction Requirements. For this purpose, the Third Party Engineer shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- i. Undertake the detailed review of the Construction Plan (with respect to Collection and Transportation related activities) submitted by the Concessionaire within 7 days of receipt of the Construction Plan.
- ii. Convey of its comments/observations to the Concessionaire on the Construction Plan, including the need, if any, to modify the same.
- iii. Provide administration of the Agreement in full and in complete accordance with applicable laws;
- iv. Issue Provisional/Completion Certificate;
- v. Act on the DSIIDC's behalf as the DSIIDC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- vi. Designate tests on materials and/or equipment;
- vii. Review and approve test results and materials and/or equipment used in the Construction Works;
- viii. Interpret the requirements of the Concession Agreement and make decisions regarding performance of the Concessionaire. The Third Party Engineer shall inform and advise the DSIIDC, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- ix. Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of

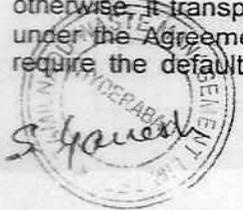


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- defective work / equipment / vehicle, the Third Party Engineer may require inspection or testing of such work/ equipment / vehicle;
- x. The Third Party Engineer shall prepare and submit to DSIIDC, fortnightly progress reports including the following:
  - a. Fortnightly progress of works;
  - b. Slippages, if any, in the construction / renovation / procurement vis-à-vis planned construction / renovation / procurement schedule and the reasons thereof;
  - c. Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same
  - d. Photographic record of progress of works.

2.2 Operations Period

- i. The Third Party Engineer shall aid and advise the Concessionaire in preparing the O&M Manual.7
- ii. In respect of the Operation Plan and other periodic reports received by the Third Party Engineer from the Concessionaire for its review and comments during the Operation Period, the provisions of above Paragraph shall apply, mutatis mutandis.
- iii. The Third Party Engineer shall review the periodic status report furnished by the Concessionaire and send its comments thereon to the DSIIDC and the Concessionaire within 7 (seven) days of receipt of such report.
- iv. The Third Party Engineer shall review the activities carried out by the Concessionaire in the Concession Area on a weekly basis. It shall make a report of such review (the "Operation & Maintenance Review Report") stating inter alia the review relating to operations and maintenance of the Project
- v. The Third Party Engineer shall in its Operation & Maintenance Review Report specify the remedial measures that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the operations of the Project is in conformity with the O&M Requirements, Operation Plan, Operation & Maintenance Manual, Applicable Laws and Concessionaire's obligations as per the Concession Agreement. It shall monitor and review the results of actions taken by the Concessionaire in this behalf.
- vi. As part of the O&M review, the Third Party Engineer shall also determine and recommend the damages / penalties, if any in accordance with the Concession Agreement to be levied on the Concessionaire in view of non-adherence to Concessionaire's obligations as per the Concession Agreement, Operational Plan, O&M Manual, etc.
- vii. The Third Party Engineer shall monitor and review the curing of deficiencies and non-compliances by the Concessionaire.
- viii. In the event that the Concessionaire notifies the Third Party Engineer of any modifications or expansion / addition / renovation of the TSDf and / or procurement of equipment / vehicles, the Third Party Engineer shall review the same and send its comments to the DSIIDC and the Concessionaire within 7 (seven) days of receiving the proposal.
- ix. Conduct random inspections of the TSDf by visual assessment with careful observation of the specific object/ item for identification and quantification of the deficiencies or damages to the TSDf and operation and maintenance of the TSDf.
- x. In addition to the daily responsibilities, conduct a general inspection of the TSDf at least once a month and as and when exigencies require to ascertain conformity with Construction Requirements and O&M Requirements;
- xi. Monitor Operation and Maintenance activities (including maintenance of TSDf and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- xii. Issue "Notice to Remedy" in event of observing non-compliance to O&M Requirements;
- xiii. Record and report to the DSIIDC on the incidents of Material Breach or Persistent Breach of O&M Requirements;
- xiv. If during the course or upon review/inspection undertaken by the Third Party Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Third Party Engineer shall, under intimation to both the Parties, require the defaulting Party to remedy such breach/default within such time and in such



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manner as the Third Party Engineer may deem fit and in each case the same shall be recorded.

- xv. Monthly review of the various records and registers maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.
- xvi. Undertake audit of the user charges collected from the HW generators and verify the collection efficiency;
- xvii. Provide the services of a full time resident project representative during the period commencing from 3 (three) days from the date of appointment of the Third Party Engineer until the expiry of the contract for Third Party Engineer's appointment;

In addition to the above, the specific activities to be carried by the Third Party Engineer during the Operation Period are:

**Monitoring at TSDF**

The Third Party Engineer's prime responsibility would be to monitor the operations at the weighbridge and waste inspection area at the HW Processing Facility. For this purpose, the Third Party Engineer shall undertake, inter alia, the following activities:

- a. Verification of the weighment and records generated at the weighbridge;
- b. Verification of the Testing of the HW in accordance with the O&M Requirements;
- c. Monitor, in accordance with Good Industry Practice and O&M Requirements, the operations and maintenance activities undertaken by the Concessionaire;
- d. Review, approve or disapprove drawings, samples and other submissions of the Concessionaire to determine compliance and conformance with the O&M Requirements;
- e. Inspect and certify the quantity of waste
- f. Check the quality of materials and the workmanship of the Secured Landfill, including that of the following:
  - i. leachate collection system;
  - ii. intermediate liner system of the Secured Landfill;
  - iii. daily cell cover;
  - iv. slope stability of the Secured Landfill;
  - v. final cover system.

**Conducting Random Inspections**

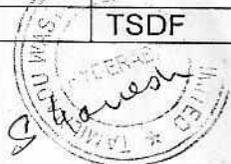
The Third Party Engineer shall conduct random inspections of the TSDF as well as the operations as follows:

- i. The random inspections may be carried out by visual assessment with careful observation of the specific object/item for identification and for quantification of the deficiencies or damages of the TSDF and operation and maintenance of the TSDF. For this purpose, the Third Party Engineer can use photographs with time and place record.
- ii. During the random inspections, the Third Party Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Contractor so as to ensure compliance with the O&M Requirements;
- iii. Take certificate from Chartered Accountant for fixed assets verification and then physically verify the fixed assets as per O&M Plan.
- iv. Issue "Notice to Remedy" in the event of noncompliance to O&M Requirements and recording the same.
- v. Record and report to the DSII DC on the incidents of Material Breach or Persistent Breach of O&M Requirements;

**Random inspection of TSDF**

The Third Party Engineer shall undertake inspection of the TSDF in such frequency and sample selection as mentioned in the table below:

S. No	TSDF	Frequency of inspection	Sample selection requirement
1	TSDF	Twice a Month	



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2	Transport and Loading Vehicles	Twice a Month	A minimum sample of 10 % of each category of vehicles deployed in the Concession Area. There should not be repetition of the same set of vehicles in the next round of inspection.
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**3. Post Closure Period**

- a. During the Post Closure Period, the Third Party Engineer shall monitor and certify compliance with the Post Closure Maintenance Plan.
- b. Attend meetings with the DSIIDC and the Concessionaire, to be held at intervals as mutually decided upon by the Parties, to discuss problems or other pertinent matters relating to the Project. The Third Party Engineer shall take notes at the meetings and provide a copy of the minutes of such meetings to each person who attended the meeting.
- c. Approval for Closure of the Landfill Site or part thereof.

**4. Handback of TSDF to DSIIDC**

At the expiry / termination of the Concession Period and / or at the time of handback of the TSDF to DSIIDC, the Third Party Engineer shall:

- i. Monitor the compliance with the Handback Requirements as provided in Article 13 of this Agreement and
- ii. Issue a certificate of compliance on satisfactory completion of Handback Requirements by the Concessionaire.
- iii. Assist in preparation of the Post Closure Maintenance Plan

**5. Maintenance of Records**

The Third Party Engineer would participate in the review meetings/ emergency/ extraordinary meetings held by the Parties and assist the parties in dealing with any problem, Emergency, Force Majeure Event or other exigencies.

The Third Party Engineer shall retain at least one copy each of all drawings and documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

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

- a. Manpower deployed and other organizational arrangements of the Third Party Engineer;
- b. Inspections undertaken and notices/instructions issued to the Concessionaire;
- c. Review compliance by the Concessionaire with the Agreement;
- d. Force Majeure Events;
- e. Material and Persistent Breach of O&M Requirements and Events of Default by the Parties; and
- f. Compliance by the Concessionaire with Handback Requirements

**6. Verification and Reporting by Third Party Engineer**

The Third Party Engineer would be required to verify/issue the following reports to the Parties:

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Period/Event	Verification	Applicable report to be issued by the Third Party Engineer
Construction Period	<ul style="list-style-type: none"> <li>• Verification of purchase order/s of the major equipment/ vehicles for collection and transportation</li> <li>• Verification of major equipment/ vehicles at site for collection and transportation</li> <li>• Review monthly progress report submitted by the Concessionaire</li> <li>• Issue "Notice to Remedy" in event of noncompliance by the Concessionaire</li> <li>• Issue Provisional/ Completion Certificate</li> </ul>	As per the requirement
Monitoring at Weighbridge	<ul style="list-style-type: none"> <li>• Verify weightment slip</li> <li>• Verify monthly Tipping Fee statement</li> </ul>	Monthly Inspection Report
Monitoring at Waste Inspection Area	<ul style="list-style-type: none"> <li>• Verify recording of Test results</li> <li>• Verify monthly Tipping Fee statement and</li> <li>• penalties (if applicable)</li> </ul>	Monthly Inspection Report
Monitoring at Landfill Facility	<ul style="list-style-type: none"> <li>• Verify recording of Test results</li> <li>• Verify quantum of Residue Inert Waste going to Landfill and penalties (if applicable)</li> </ul>	Monthly Inspection Report
Random Inspections of TSDf	<ul style="list-style-type: none"> <li>• Advise DSIIDC on penalties payable by the Concessionaire</li> </ul>	Monthly Inspection Report
Force Majeure/ Material and Persistent Breach of O&M Requirements/ Events of Default.	<ul style="list-style-type: none"> <li>• Issue "Notice to Remedy" in event on non-compliance</li> <li>• Record Events of Default, Material/Persistent Breach of O&amp;M Requirements, Force Majeure Events</li> </ul>	
Handback of TSDf	<ul style="list-style-type: none"> <li>• Specify list of works/jobs to be carried out by the Concessionaire in accordance with Handback Requirements.</li> <li>• Specify list of items to be handed back to DSIIDC by the Concessionaire.</li> <li>• Verify compliance by the Concessionaire with Handback Requirements</li> </ul>	Issue of compliance certificate for Handback Requirements

**7. Other Aspects**

- i. The Third Party Engineer shall review the Awareness Campaign programme conducted by the Concessionaire in accordance with Schedule P.
- ii. The Third Party Engineer shall assist the Parties in arriving at an amicable settlement of disputes, if any, and



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**SCHEDULE F - TIPPING FEE** (To be filled during signing of concession agreement with successful bidder)

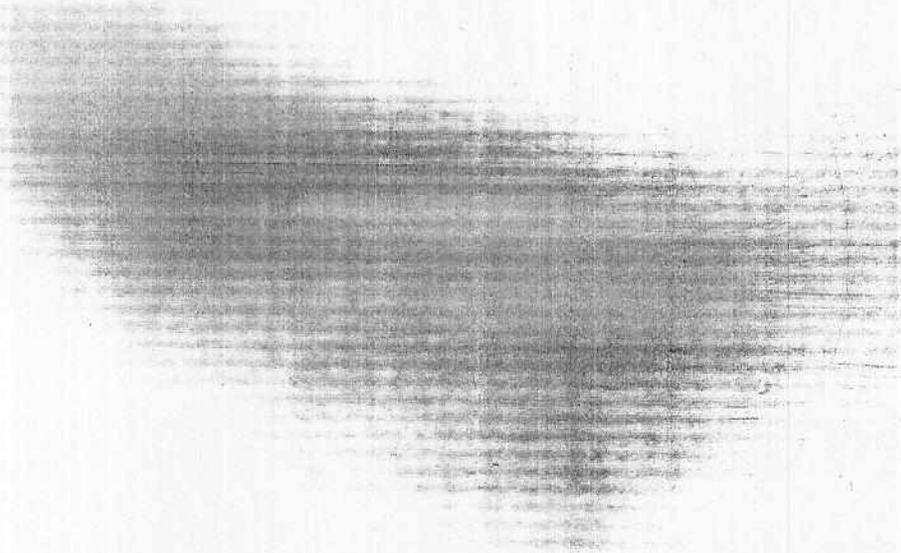
SN.	Tipping Fee per Ton applicable during 1st year of operation after achieving COD (in Rupees)
1	for Direct Landfill : Rs 1395/- per tonne
2	for Treatment and then Landfill : Rs 2936/- per tonne
3	for Incineration and then Landfill : Rs 17991/- per tonne

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- iii. The Third Party Engineer shall review safety and environment management related aspects of the Project.
- iv. The Third Party Engineer shall monitor the performance of the Concessionaire and report on incidence of Material and Persistent Breach of O&M Requirements.
- v. The Third Party Engineer shall devise suitable specification/standard, if required. And approve any other standard proposed by the Concessionaire
- vi. The Third Party Engineer shall carry out such other functions as may be specifically assigned to it under the Agreement including certification of adequacy of insurance and verification of termination payments.



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**SCHEDULE G - PERFORMA OF BANK GUARANTEE**

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by

\_\_\_\_\_ (Name of the Bank) having its Head/Registered office \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to

as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of \_\_\_\_\_, a body constituted under the \_\_\_\_\_ Act, (hereinafter referred to as "DSI IDC Ltd" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

A. By the Concession Agreement ("CONCESSION AGREEMENT") being entered into between DSI IDC Ltd and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office \_\_\_\_\_, ("Concessionaire"), the Concessionaire has been granted the Concession to implement the Project envisaging collection, segregation and transportation and processing of Hazardous Waste generated in the Concession Area and landfilling on Design, Procure, Operate, Maintain and Transfer basis, (hereinafter referred to as "The Project").

B. In terms of Article 5.1 of the Concession Agreement, the Concessionaire is required to furnish to DSI IDC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ only as security for due and punctual performance/discharge of its obligations under the Concession Agreement for the entire duration of the concession document by the Concessionaire.

C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Project;

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.



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2. The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ (hereinafter called "the Concessionaire") of all its obligations relating to the Project and performance of all obligations in accordance with the Concession Agreement for the entire duration of the concession document.

3. The Guarantor shall, without demur, pay to DSIIDC sums not exceeding in aggregate Rs. \_\_\_\_\_, within five (5) calendar days of receipt of a written demand therefor from DSIIDC stating that the Company has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by DSIIDC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, DSIIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/delayed exercise of any of its rights by DSIIDC or any indulgence shown by DSIIDC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DSIIDC or any indulgence shown by DSIIDC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ (25 years from the date of the Concession Agreement or until the end of concession period, whichever is later) unless discharged/released earlier by DSIIDC in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum Rs. \_\_\_\_\_.

6. This Guarantee shall not be affected by any change/in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.

7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO

THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.



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SIGNED AND DELIVERED

by \_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.



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ENTRANCE

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**DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORP. LTD.**  
**TECHNICAL CENTRE BUILDING, WAZIRPUR INDUSTRIAL AREA, DELHI - 52**  
**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**

No: DSIIDC/ EE(C)/LOC/TSDF/2019-20/1203  
M/s Tamil Nadu Waste Management Ltd.  
13<sup>th</sup> floor, Ramky Grandiose, Ramky Towers  
Gachibowli, Hyderabad-500084

Date: 18.12.2019

**Letter of Commencement**

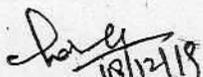
**Name of Work:** Development of Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste on BOT basis at Bawana in Delhi.

1. Performance Security /Bank Guarantee no: 16340100012442 dated 04.12.2019 amount to Rs. 1,00,00,000/- Crore (Rs. One Crore only) issued by **Axis Bank Limited credit Management Centre-Hyderabad (AP), 6-3-879/B First Floor Pulla Reddy BL, Greenlands, Begumpet Road, Hyderabad-500016** Valid upto 03.12.2024 submitted vide your letter no: TNWML/DSIIDC/2019/12/01 dated 05.12.2019 received on 06.12.2019.
2. This office letter of acceptance no. DSIIDC/EE(C)/LOA/TSDF/2019-20/1123 dated 30.11.2019.

Dear Sir,

You are requested to contact **Sh. Manish Mishra, JE (C)** for taking possession of site and to start the work at once as per concessionaire agreement and terms & conditions of the RFP.

In continuation to the letter referred to above, you are requested to attend this office to complete the formal agreement within Three days with Rs. 100/- judicial stamp paper from the date of this letter.

  
18/12/19  
(Harish Chandra)  
E.E. (C)

Copy to:-

1. Managing Director, DSIIDC
2. Special Commissioner (Env.), GNCTD of Delhi & Member Secretary, DPCC
3. Member Secretary, Central Pollution Control Board
4. Executive Director, DSIIDC
5. Director (Finance), DSIIDC
6. Deputy Commissioner of Industries (CETP)
7. Chief Engineer-II, DSIIDC
8. SE (Env.), DSIIDC
9. C.A.O. (W)
10. D.A.O. (W)
11. S.O.(Env.)
12. M/s Arcadis Consultant
13. OSD to Y.P.M.C.
14. Master file



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**TAMILNADU WASTE MANAGEMENT LIMITED**  
 CIN : U74140TG2002PLC039702  
 Registered Office:  
 13<sup>th</sup> Floor, Ramky Grandiose  
 Ramky Towers, Gachibowli  
 Hyderabad – 500032, Telangana  
 Tel :040-23015000, Fax : 040-23015100  
 E-mail: [ganesh.srk@ramky.com](mailto:ganesh.srk@ramky.com)

Ref: TNWML/DSIIDC/PS/2019/12/04  
 Date: 17.12.2019

To

The Executive Engineer (Civil)  
 Technical Central Building  
 Wazirpur Industrial Area  
 Delhi -110 052

**Sub:** Undertaking for getting the Performance Security of Rs.1.00 Crore renewed by Bank in favour of DSIIIDC Ltd for the project relating to Development of TSDf for Hazardous Waste on BOT basis at Bawana, Delhi – regarding

**Ref:**

1. Our Performance Security No:16340100012442 dated 04.12.2016.
2. Letter of Acceptance no: DSIIIDC/EE (C)/LOA/TSDf/2019-20/1123 dated 30.11.2019.

Dear Sir,

In reference to the aforementioned subject, we wish to inform that we shall get the Performance Security renewed in the auto mode by the Bank before the expiry of the validity period of the current Performance Security submitted to DSIIIDC.

Thanking you.

Yours truly,

**For Tamil Nadu Waste Management Ltd,**

*S. Ganesh*  
 17/12/19

Ganesh Sivaramakrishnan  
 13<sup>th</sup> Floor, Ramky Grandiose  
 Gachibowli, Hyderabad- 500 032  
 Telangana, India.  
 M: +91 9100924874  
 E: [ganesh.srk@ramky.com](mailto:ganesh.srk@ramky.com)  
 W: [www.ramky.com](http://www.ramky.com)



*S. Ganesh*

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TAMILNADU WASTE MANAGEMENT LIMITED  
CIN : U74140TG2002PLC039702  
Registered Office:  
13<sup>th</sup> Floor, Ramky Grandiose  
Ramky Towers, Gachibowli  
Hyderabad – 500032, Telangana  
Tel :040-23015000, Fax : 040-23015100  
E-mail: ganesh.srk@ramky.com

Towards sustainable growth

Ref: TNWML/DSIIDC/2019/12/01  
Date: 05.12.2019

To  
The Executive Engineer (Civil)  
Technical Central Building  
Wazirpur Industrial Area  
Delhi -110 052

**Sub:** Submission of Performance Security of Rs.1.00 Crore in favour of DSIIDC Ltd for the project relating to Development of TSDf for Hazardous Waste on BOT basis at Bawana, Delhi – regarding

**Ref:**

1. Letter of Acceptance no: DSIIDC/EE (C)/LOA/TSDf/2019-20/1123 dated 30.11.2019.
2. Tender ID : 03/18-19 and our Tender ID: 2018\_DSIDC\_164467\_1 dated 26.12.2018.

Dear Sir,

In reference to the aforementioned subject, we are pleased to submit our Performance Security vide Bank Guarantee No: 16340100012442 dated 04.12.2019 issued by Axis Bank, Begumpet Branch, Hyderabad for a sum of Rs. 1,00,00,000/- (Rupees One Crore Only).

We would be grateful, if you could kindly acknowledge the receipt of the above Performance Security.

Thanking you.

Yours truly,

**For Tamil Nadu Waste Management Ltd,**

*S. Ganesh*  
5/12/19  
Authorized Signatory

Encl: As above

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6/12/19



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Sr. No. 11036781

# AXIS BANK LIMITED



AXIS BANK LIMITED  
Credit Management Centre-HYDERABAD  
HYDERABAD [AP]  
6-3-879/B FIRST FLOOR, G PULLA REDDY BL  
GREENLANDS, BEGUMPET ROAD  
HYDERABAD-500016

Ref. No : 16340100012442  
Date: 04-12-2019

To,

DSIIDC LTD, (DELHI STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION,  
LTD, A/3-4, STATE EMPORIUM BLDG,  
BAWA KHARAK SINGH MARG N DELHI,  
NEW DELHI-110001.

Dear Sirs,

BG No.	: 16340100012442
Date of Issue	: 04-12-2019
Amount of BG	: Rs. 1,00,00,000.00 ( RUPEES ONE CRORE ONLY )
Expiry Date	: 03-12-2024
Claim Expiry Date	: 03-12-2025
Name and Address of the Applicant	: MS. TAMILNADU WASTE MANAGEMENT LIMITED : LEVEL 4, DIAMOND DUNE, 323 POONAMALLEE HIGH : ROAD, AMINJIKARAI

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

2. The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

**Please Note:**

3. The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank in writing.

AXIS BANK LIMITED  
BG Confirmation Desk, Transaction Banking Operations  
5th floor, Gigaplex, Building No 1, Plot No I.T.5,  
MIDC, Airoli Knowledge Park, Airoli,  
Navi Mumbai 400708 (Tel/Fax: 022-71315803)

4. BG confirmation can also be sought by sending email to [ibg.confirmation@axisbank.com](mailto:ibg.confirmation@axisbank.com).

FOR AXIS BANK LIMITED



AUTHORISED SIGNATORY  
NAME: V. Subramanyam  
SS No. S.S. No: 3509  
Asst. Vice President

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY  
NAME: K.V. Subba Rao  
SS No. 4129



Encl: Bank Guarantee Number 16340100012442

*Signature*

Contractor

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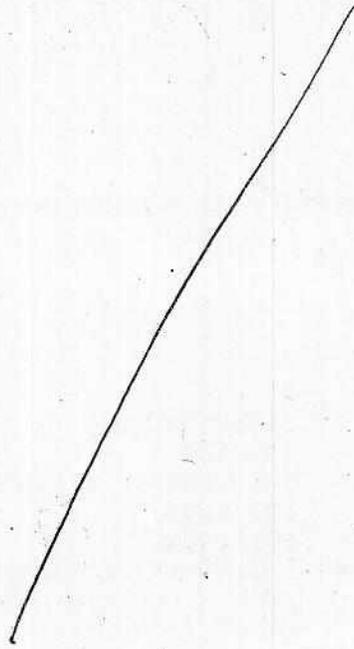
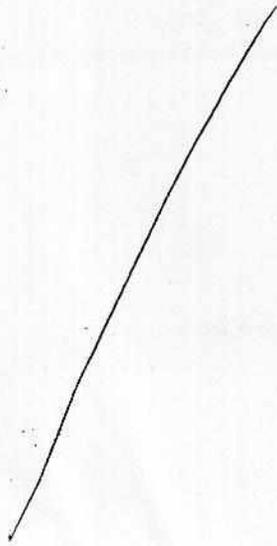
Utility Forms Pvt. Ltd. L10/Mumbai/CTS-2010-20-08-2019

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తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 43129 Date : 03-12-2019  
Sold to : M. Srikanth  
S/o. Late M. Gopal, R/o Hyd  
For whom : Axis Bank Ltd

X 040933  
P. Sananya Rani  
LICENSED STAMP VENDOR  
L No:16-04-019/2013  
R L No:16-04-005/2019  
# 8-2-238, Road NO.1,  
Banjara Hills, HYDERABAD-50  
Cell: 8074691182

PERFORMANCE SECURITY  
BANK GUARANTEE NO.16340100012442 DATED 04.12.2019

TO,  
DSIIDC LTD,  
(DELHI STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD)  
A/3-4, STATE EMPORIUM BLDG,  
BAWA KHARAK SINGH MARG N DELHI,  
NEW DELHI-110001.

TAMILNADU  
Srikanth

For Axis Bank Limited

Authorized Signatory

Subramanyam



For Axis Bank Limited

Authorized Signatory

Page 1 of 3

Signature

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తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 43178..... Date : 03-12-2019  
 Sld to : M. Srikanth  
 S/o. Late M. Gopal, R/o Hyd  
 For whom : Axis Bank Ltd

X 040932  
*P. Sandhya Rani*  
**P. Sandhya Rani**  
 LICENSED STAMP VENDOR  
 L No:16-04-019/2013  
 R L No:16-04-005/2019  
 # 8-2-279, Phase NO.1,  
 Banjara Hills, HYDRABAD-50  
 Call: 8074091

This Non-Judicial Stamp paper forms an  
 integral part of the Bank Guarantee No.  
 16340100012442 Dated 04<sup>th</sup> December 2019  
 issued by Axis Bank Limited.

For Axis Bank Limited

Authorised Signatory

*V. Subramanyam*  
 S.S. No: 3509  
 Asst. Vice President



For Axis Bank Limited

Authorised Signatory

*P. Sandhya Rani*  
 S.S. No: 4129



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**BANK GUARANTEE NO.16340100012442 DATED 04.12.2019**

Expiry Date: 03.12.2024  
Claim Expiry Date: 03.12.2025

THIS DEED OF GUARANTEE executed on this the 04<sup>th</sup> day of December 2019 at Hyderabad by **Axis Bank Limited**, a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor, Opposite Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad- 380 006, Gujarat and its Corporate office at Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai- 400 025 and one of its branch office at First Floor, No 6-3-879/B, Green Lands, Begumpet Road, Hyderabad- 500016 (hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of **Delhi State Industrial and Infrastructure Development Corporation Ltd.**, a body constituted under the Companies Act, 1956 (hereinafter referred to as "**DSIIDC Ltd**" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

- A. By the Concession Agreement ("CONCESSION AGREEMENT") being entered into between **DSIIDC Ltd** and **Tamilnadu Waste Management Ltd** a company incorporated under the provisions of the Companies Act, 1956, having its registered office at: **13<sup>th</sup> Floor, Ramky Grandiose, Ramky Tower Complex, Gachibowli, Hyderabad -500 032**, ("Concessionaire"), the Concessionaire has been granted the Concession to implement the Project envisaging collection, segregation and transportation and processing of Hazardous Waste generated in the Concession Area and landfilling on Design, Procure, Operate, Maintain and Transfer basis, (hereinafter referred to as "**The Project**").
- B. In terms of Article 5.1 of the Concession Agreement, the Concessionaire is required to furnish to DSIIDC, an unconditional and irrevocable bank guarantee for an amount of **Rs.1,00,00,000/- (Rupees One Crore Only)** as security for due and punctual performance/discharge of its obligations under the Concession Agreement for the entire duration of the concession document by the Concessionaire i.e., till **03.12.2024 (Expiry Date)**.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Concessionaire of its obligations relating to the Project;

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

The Guarantor hereby irrevocably guarantees the due and punctual performance by **Tamilnadu Waste Management Limited** (hereinafter called "the Concessionaire") of all its obligations relating to the Project and performance of all obligations in accordance with the Concession Agreement for the entire duration of the concession document i.e., till **03.12.2024 (Expiry Date)**.

The Guarantor shall, without demur, pay to DSIIDC sums not exceeding in aggregate **Rs.1,00,00,000/- (Rupees One Crore Only)**, within five (5) calendar days of receipt of a written demand therefor from DSIIDC stating that the Company has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by DSIIDC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof or till **03.12.2024**

TAMILNADU WASTE MANAGEMENT LTD  
HYDERABAD  
*[Signature]*

For Axis Bank Limited

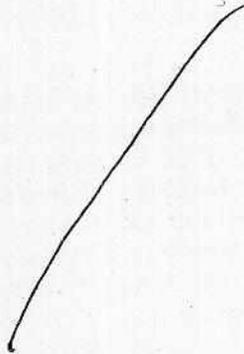
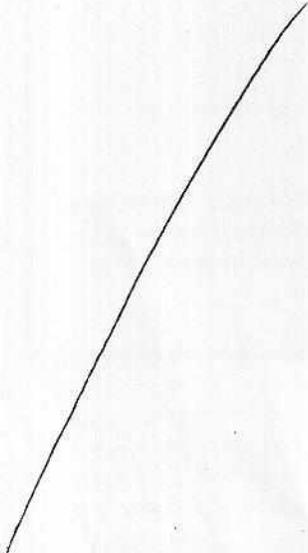
Authorised Signatory



For Axis Bank Limited

Authorised Signatory

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**BANK GUARANTEE NO.16340100012442 DATED 04.12.2019**

(Expiry Date), whichever is earlier.

In order to give effect to this Guarantee, DSIIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/delayed exercise of any of its rights by DSIIDC or any indulgence shown by DSIIDC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DSIIDC or any indulgence shown by DSIIDC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until **03.12.2024 (Expiry Date)**, unless discharged/released earlier by DSIIDC in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum **Rs.1,00,00,000/- (Rupees One Crore Only)**.

This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted to him.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HERE UNTO ON THE 04<sup>th</sup> DAY, DECEMBER 2019 AND YEAR FIRST HEREINABOVE WRITTEN. SIGNED

DATE: 04.12.2019  
PLACE: HYDERABAD

For Axis Bank Limited

Authorised Signatory

*Subramanyam*  
S.S. No: 3509  
Asst. Vice President



For Axis Bank Limited

Authorised Signatory

*[Signature]*  
S.S. No. 4129



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**DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION**  
**TECHNICAL CENTRE BUILDING, WAZIRPUR INDUSTRIAL AREA, DELHI - 52**  
**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**

No: DSIIDC/EE(C)/LOA/TSDF/2019-20/1123

Date: -30.11.2019

M/s Tamil Nadu Waste Management Ltd. (TNWML)  
13<sup>th</sup> floor, Ramky Grandiose, Ramky Towers  
Gachibowli, Hyderabad-500084

**LETTER OF ACCEPTANCE**

**Name of Work:- Development of Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste on BOT basis at Bawana in Delhi.**

Dear Sir,

Your Request for proposal (RFP) vide RFP No. 03/18-19 Tender Id-2018\_DSIDC\_164467\_1 dated 26.12.2018 for the work mentioned above has been accepted on behalf of MD, DSIIDC at your quoted tipping fees for 1<sup>st</sup> year as described below :-

S. No	Particular	Quantum of waste (Tonnes Per annum)	Tipping fee per Ton applicable during 1 <sup>st</sup> year of operation after achieving COD (in Rupees) as quoted by M/s TNWML	Amount as per rate quoted by TNWML (in Rs.)
1.	For Direct land filling	1932	1395/-	26,95,140/-
2.	For treatment and land filling	996	2936/-	29,24,256/-
3.	For incineration and landfilling	349	17991/-	62,78,859/-
Total				1,18,98,255/-

Tipping fees for the subsequent years after the first year shall be applicable as per terms and conditions of RFP. In addition to this, transportation fee and Grant-in-Aid shall also be applicable in accordance of the terms and conditions of the RFP.

You are requested to submit the Performance Security of Rs. 1.00 crore (Rs. One Crore only), in favour of "DSIIDC Ltd." from a scheduled or nationalized bank acceptable to DSIIDC and payable and enforceable in Delhi, (the "Performance Security") and the same shall be kept valid in the specified amounts at all times during the execution of TSDF and Concession Period by renewal or otherwise., within seven days of issue of this letter. The performance Security shall be in the prescribed form of the draft concession agreement of RFP and shall be valid Upto for the year of 2047.

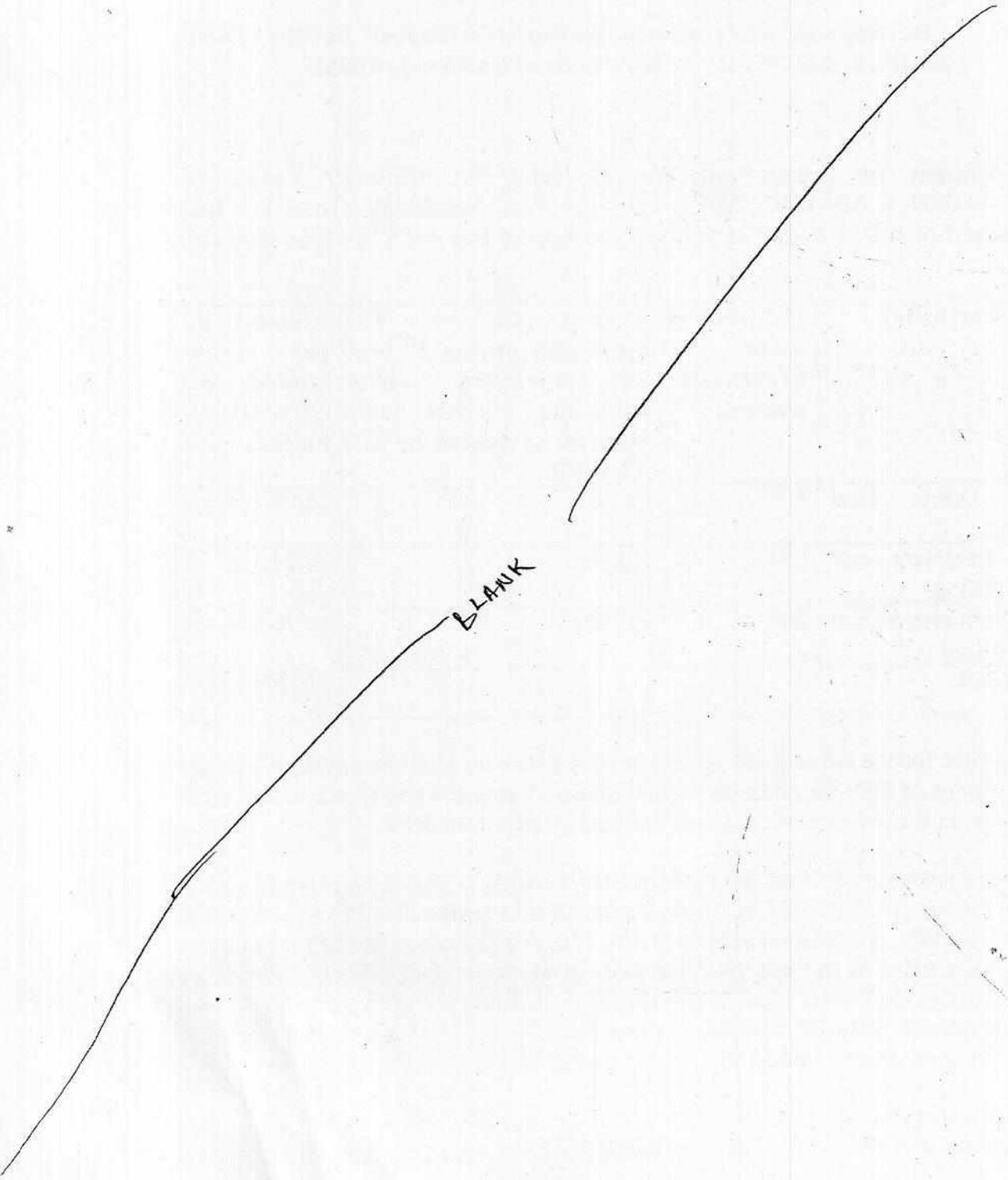
On receipt of prescribed performance security, necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.

Please note that the time allowed for carrying out the work as entered in the tender contract is 15 months which shall be reckoned from the 15 days after the date of issue of this letter.



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Though the time of completion is 15 months as per RFP but all out efforts should be made to complete the work by June, 2020 as per the direction of Hon'ble NGT.

Further, you are requested to submit the acknowledgement agreeing to comply with the conditions set out in the RFP and to execute the Concession Agreement immediately.

Yours faithfully,

*Harish*  
28/11/19  
(Harish Chandra)  
Executive Engineer (Civil)

Copy to:-

- 1. Managing Director, DSIIDC
- 2. Special Commissioner (Env.), GNCTD of Delhi & Member Secretary, DPCC
- 3. Member Secretary, Central Pollution Control Board
- 4. Executive Director, DSIIDC
- 5. Director (Finance), DSIIDC
- 6. Deputy commissioner of Industries (CETP)
- 7. Chief Engineer-II, DSIIDC
- 8. SE (Env.), DSIIDC
- 9. C.A.O. (W)
- 10. D.A.O. (W)
- 11. S.O.(W)
- 12. Master file



*Harish*  
28/11/19

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Tamil Nadu Waste Management Limited,  
Level-4, "Diamond Dune", No. 323,  
Poonamalle High Road, Chennai-600  
029 Tel: 4344 3650  
Email: [ganesh.srk@ramky.com](mailto:ganesh.srk@ramky.com)

**APPENDIX XI: FORMAT OF FINANCIAL BID**

Place: Hyderabad  
Date: 28.01.2019

To the attention of the Executive Engineer (CD-16)

From:  
Tamil Nadu Waste Management Limited  
13<sup>th</sup> Floor, Ramky Grandiose, Ramky Tower Complex  
Gachibowli, Hyderabad -500 084  
Tel:044-2479809  
Fax:  
Email: [ganesh.srk@ramky.com](mailto:ganesh.srk@ramky.com)

Re: Development of Treatment, Storage and Disposal Facility (TSDf) For Hazardous Waste at Bawana in Delhi

Dear Sir,

Please find below our Financial Bid for the Development of Treatment, Storage and Disposal Facility (TSDf) For Hazardous Waste at Bawana in Delhi the "**Project**") in response to the Request for Proposal ("RFP") issued by the DSIIDC("RFP, No. 3/18-19, Tender ID : 2018\_DSIDC\_164467\_1 ") on: 26.12.2018.

We hereby confirm the following:

This Financial Bid is being submitted by Tamil Nadu Waste Management Ltd in accordance with the conditions stipulated in the RFP.

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We confirm that the total estimated capital cost for the project is INR 23.40 Crores

We have examined in detail and understand and agree to abide by all terms and conditions stipulated in the Bidding Documents any subsequent communications sent by DSIIDC if any. Our Financial Bid is consistent with all requirements of submission stated in the RFP and in any subsequent communication sent by DSIIDC.

**SCHEDULE OF QUANTITY**

S.no.	Quantity in Tons per annum	Tipping Fee per Ton (in Rupees)	Amount in Figures	Amount in words
1.	1,932	1395	2695140	Twenty Six Lakhs Ninety Five Thousand One Hundred and Forty Only
2.	996	2936	2924256	Twenty Nine Lakhs Twenty Four Thousand Two Hundred and Fifty Six Only
3.	349	17991	6278859	Sixty Two Lakhs Seventy Eight Thousand Eight Hundred and Fifty Nine Only
4.	Total		11898255	One Crore Eighteen Lakhs Ninety Eight Thousand Two Hundred and Fifty Five Only

We are solely responsible for any errors or omissions in our Financial Bid. Duly authorized to sign the bid for and on behalf of Tamil Nadu Waste Management Limited.

Name: Ganesh Sivaramakrishnan  
Title: AGM - Business Development  
Date: 28.01.2019  
Place: Hyderabad

1/2 by 14/11/19

*Signature*

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Corporate Office: 13<sup>th</sup> Floor, Ramky Grandiose, Ramky Tower Complex, Gachibowli, Hyderabad-500032. Tel: 040 2301 5000, Email : ganesh.srk@ramky.com

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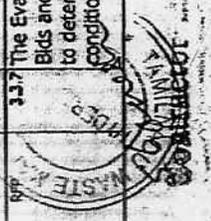
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N/w Development of Treatment, Storage and Disposal Facility (TSD/F) for hazardous waste at Bawana, Delhi  
 Sub: Clarifications to the queries of the M/s Ramky Enviro Engineers Ltd. As raised during the prebid meeting held on 08-01-2019  
 Tender ID - 2018\_DSIDC\_164467\_1

No.	Document Name	Clause No	Existing Provision	Clarification Required	Suggested Text for Amendment	Rationale behind Clarification or amendment	DSIIDC response to the query
1	RFP	2.2.1	Obtain all applicable permits and clearances required for construction and operation of TSDF in particular and Hazardous Waste Management in general. Also ensure that the Project meets stipulated pollution norms and guidelines and HW is handled and managed in compliance with the HW Rules, 2016 during the entire construction and concession period	We would request the support of DSIIIDC in expediting of clearances for the concerned authorities, if required.			RFP condition shall prevail
2	RFP	1.3	Based on hazardous waste quantity and characteristics, the concessionaire is required to propose technology for treatment of various types of hazardous waste along with incineration and development of secured landfill	Explicit mention of few technologies would be helpful	Kindly modify this clause by mentioning technologies like Plasma, Incineration, landfill, shredding, disinfectant, hydro claving, autoclaving etc.		RFP condition shall prevail
3	RFP	1.4	The concession period shall be 25 years from the date of commencement of Operations of Maintenance of TSDF.	In clause no. 2.2. it states that the concession period includes construction period of 15 months and 25 years of operations and maintenance period. However, in clause no. 2.10.10 it mentions that the time allowed for carrying out the work is 15 Months including the time for obtaining financial closure, statutory approvals etc.	Our understanding is that construction period is 15 months and operations & maintenance period thereafter is 25 years. Please confirm.		RFP condition shall prevail
4	RFP	1.4	A draft of concession agreement is set out in Appendix XV	As per RFP Concession Agreement is in Appendix XVI	Kindly issue necessary amendment in this regard		RFP Clause 1.4- Appendix XV is amended to Appendix XVI
5	RFP	2.1.7	The Bidder should submit a power of attorney as per the format at Appendix VII, authorizing the signatory of the Bid to commit the Bidder.	As per RFP, the Power of Attorney is in Appendix VI.	Kindly issue necessary amendment in this regard		RFP Clause 2.1.7- Appendix VII is amended to Appendix VI.
6	RFP	2.1.8	In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Appendix VIII	As per RFP, the Power of Attorney is in Appendix VII.	Kindly issue necessary amendment in this regard		RFP Clause 2.1.8- Appendix VIII is amended to Appendix VII.
7	RFP	2.7.1	Bidders requiring any clarification on the Bidding Documents may notify DSIIIDC using the format attached at Appendix XIII by e-mail only at the following e-mail address: hartsh.ee@rediffmail.com	As per RFP, Format of Clarification is Appendix XII.	Kindly issue necessary amendment in this regard		RFP Clause 2.7.1- Appendix XIII is amended to Appendix XII.
8	RFP	3.3.6	The Technical Bid shall contain all the elements described in Appendix XI. If a Bidder does not provide all the elements requested under Appendix XI in its Technical Bid, then its Technical Bid shall be declared not eligible by DSIIIDC and shall be rejected.	As per RFP, Appendix XI is the format of Financial Bid and Appendix X is Format of Technical Bid.	We assume it is a typo mistake and hence request you to kindly amend the clause with the relevant Appendix number		RFP Clause 3.3.6- Appendix XI is amended to Appendix X.
9	RFP	3.3.7	The Evaluation Committee shall review compliant Technical Bids and apply the evaluation criteria set out in Appendix X to determine whether the Technical Bids pass or fail the conditions of such Appendix XI	As the Technical bids shall be reviewed as per evaluation criteria set out in Appendix X, reference to Appendix XI here seems to be a typo mistake	Kindly issue necessary amendment in this regard		RFP Clause 3.3.7 - Appendix XI is amended to Appendix X.



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10	3.3.9 In this regard, the bidder has to submit an affidavit as per Appendix XV on a non-judicial stamp paper of Rs. 100/- duly attested by notary.	As per RFP, Appendix XV is Project Information Memorandum and Appendix XIV is Declaration of Undertaking.	Please issue necessary amendment in RFP for this typo mistake	RFP Clause 3.3.9 - Appendix XV is amended to Appendix XIV.
11	Evaluation of Part 2 - Financial Bid  3.4.4 The tipping fee quoted by the bidder in the financial format should include transportation cost for collection from industries within 20 km from TSDF. For collection & transportation of hazardous waste beyond 20 km, additional cost in addition to tipping fee will be calculated using following formula: D*2.4* $\pi$ *X/A* $\pi$ C	The distance is highly variable from industry to industry. Hence, the clause of inclusive of transportation within 20 km may be omitted	Please issue necessary clarification/amendment in this regard	RFP condition shall prevail
12	RFP - Article 6  6.1 DSII DC shall subscribe to the Substitution Agreement within _____ days of the intimation regarding financial closure given by the Concessionaire.	Number of days is not specified as it is left blank	Please clarify the number of days of intimation	RFP condition shall prevail
13	RFP Article 7  7.1 An amount equal to 10% of the total amounts payable will be charged additional by the Concessionaire to the Individual Industries, Industrial units and CETPs for Pay into a special account designated as "Post-Closure and Emergency Maintenance Account". The account will be in the name of DSII DC	1. Post Closure and Emergency Maintenance Account is "same as Escrow account as per the GO No: 23-1/2008- HSMD".  2. Is MoEF GO No. 23-1/2008-HSMD is over and above the concessionaire liability or suffice?	Please clarify	RFP condition shall prevail
14	7.1 An amount equal to 10% of the total amounts payable will be charged additional by the Concessionaire to the Individual Industries, Industrial units and CETPs for Pay into a special account designated as "Post-Closure and Emergency Maintenance Account". The account will be in the name of DSII DC	3. An amount equal to 10% of the total amounts payable will be charged additional by the Concessionaire to the Individual Industries, Industrial units and CETPs for Pay into a special account designated as "Post-Closure and Emergency Maintenance Account". The account will be in the name of DSII DC and operated by DSII DC for post closure monitoring and emergency operations.	Please clarify what does "total amount" mean. Kindly clarify	RFP condition shall prevail
15	7.1 An amount equal to 10% of the total amounts payable will be charged additional by the Concessionaire to the Individual Industries, Industrial units and CETPs for Pay into a special account designated as "Post-Closure and Emergency Maintenance Account". The account will be in the name of DSII DC			



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*Dr. G. S. S. S.*

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16 Article 7	7.1 The Concessionaire shall sign a separate agreement with the individual industries or industrial units, CEIPs and other hazardous waste generators in Delhi for collection, transportation, treatment and disposal of hazardous waste as per the agreed tipping fee calculated in accordance with schedule F.	Please provide the copy of the separate agreement	Successful bidder can enter a separate agreement based on the scope of services desired by the generator. It is also likely that waste characteristics may vary depending upon the process adopted by each industry. So disposal pathway may vary based on process. Accordingly the treatment and handling charges will be in addition to the tipping fee to be quoted by the concessionaire.	In Delhi Domestic Hazardous Waste, Expired Goods, expired chemicals/drugs generated from R&D labs, university labs, warehouses, customs require different scope including consultancy, knowledge share, treatment and disposal of specific waste generated through varied process.	RFP condition shall prevail
17 RFP Article 7	7.1 Delhi for collection, transportation, treatment and disposal of hazardous waste as	There are possibilities of some industries who do not make payment on time. Is any other mechanism DSIIDC going to propose or shall DSIIDC reimburse same or will DSIIDC recommend/write Govt. for cancellation of registration of the defaulting industry.	Please issue necessary amendment in this regard		RFP condition shall prevail
18 RFP change in law	8.7 per the agreed tipping fee calculated in accordance with schedule F.	PI consider 100% for all consequences occurred due to Change in Law.			RFP condition shall prevail
19 RFP Article 9	The Concessionaire has failed to adhere to the Construction Requirements and such failure.	PI consider "only for the reasons solely attributable to the Concessionaire"			RFP condition shall prevail
20 RFP Article 9	The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Third Party Engineer, is likely to delay achievement of COD beyond 60 days of the Scheduled Project Completion Date;		Please consider changing the para to "The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Third Party Engineer" is likely to delay achievement of COD beyond 90 days of the Scheduled Project Completion Date;		RFP condition shall prevail
21 RFP Article 9	The Concessionaire has failed to achieve COD within 60 days		The Concessionaire has failed to achieve COD within 90 days		RFP condition shall prevail
22 RFP Article 9	At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 15 days		Please consider changing the para to " At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 45 days"		RFP condition shall prevail

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30/08/2020

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23 R	Article 9	The Concessionaire has failed to deposit the amount in the Post closure and Emergency Maintenance Account or anyotherpayments due to DSIDC and more than 90 days have elapsed since such payment default;	Please consider amending this clause to "The oncessionaire has failed to deposit the amount in the Post closure and Emergency maintenance Account or nyotherpayments due to DSIDC and more than 90 days have elapsed since such payment default;The Concessionaire has failed to deposit the amount in the Post closure and Emergency Maintenance Account or anyother payments due to DSIDC and more than 90 days have elapsed since such payment default;	RFP condition shall prevail
24	Schedule C   Section-3   Cl 5.3	PLDS shall comprise of	PI replace "PLDS" with "PLCS"	RFP condition shall prevail
25	Section II on page 77	Appropriate material handling equipment is to be used to load, transport and unload containers.	Since the waste needs to be loaded at generator premises, we assume that the loading of waste would be the responsibility of the generator/industry at this site.	RFP condition shall prevail
	Site Details on page 5	The land is traversed by high tension electric cables originating from the gas based power plant. One of the electrical towers carrying these high voltage cables is right there at the center of the site. A 22 meter wide storm water drain (Bawana escape) is also traversing the entire width of the site on the north-west portion of the land. A green belt has been created on the North-West of the proposed facility	In order to make optimum utilization of the land, we are planning to hire the services of reputed technical agencies like NGRI, IIT for design of nalla outside the site. We would request DSIDC to grant permission for the same	TSDF is to be developed in the existing 1.4 acre of land without diverting the existing natural escape drain.

*Harish*  
21/10/19  
Harish Chandra

EE (C)

*Harish*



Contract

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తెలంగాణ తేలంగానా TELANGANA

*E. Koti Reddy* 078829

Sl.No : 16886 Date: 16-12-2019 Rs.100/-  
Sold To: GANESH SIVARAMAKRISHNAN,  
S/o. G. A. SIVARAMAKRISHNAN, R/o HYD  
For whom: Tamil Nadu Waste Management Limited

E.KOTI REDDY  
LICENCED STAMP VENDOR  
LIC No. 15-11-031/2014, RL No.15-11-061/2017  
H.NO. LIG-441, Road No-3, KPHB Colony  
Kukatpally, Medchal-Malkajgiri Dist.  
Cell: 9491628238

### Concession Agreement

This Concession Agreement mutually agreed and entered into on this 18th day of December Two thousand and Nineteen (18/12/2019) at Delhi

BETWEEN

Delhi State Industrial and Infrastructure Development (DSIIDC) established under the provision of the Companies act, 1956 (hereinafter referred to as "DSIIDC" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

M/s TamilNadu Waste Management Limited (TNWML), a company incorporated under provisions of the Companies Act, 1956, having its registered office at: 13<sup>th</sup> Floor, Ramky Grandiose, Ramky Tower Complex, Gachibowli, Hyderabad 500 032 hereinafter referred to as "Concessionaire" which Expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.



*Signature*



WHEREAS,

- A. The Ministry of Environment, & Forests and Climate Change (MoEF&CC), Government of India (GoI), has formulated the Hazardous and Other Wastes (Management & Transboundary Movement) Rules 2016 ("HW Rules"), which makes it mandatory for every authority to implement a scientific hazardous waste management system.
- B. Delhi State Industrial and Infrastructure Development (DSIIDC) intends to develop a Treatment, Storage and Disposal Facility (TSDF) for hazardous waste in Delhi on behalf of Govt. of Delhi through Public Private Participation (PPP) on Build, Operate and Transfer (BOT) basis.
- C. DSIIDC had carried out extensive project development work in connection with the project (as hereinafter defined). The request for Proposal document of which this Agreement forms a part has been approved by the Hon'ble Lt. Governor, Delhi to commence bid process.
- D. DSIIDC had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from Bidders including the Concessionaire for implementing the Project.
- E. DSIIDC after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Concessionaire and issued Letter of Acceptance No: DSIIDC/EE(C)/LOA/TSDF/2019-20/1123 dated: 30.11.2019 to the Concessionaire for developing the Project.
- F. DSIIDC is hereto required for entering into the Concessionaire Agreement to present the records of the terms, condition and covenants of the Concession.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

S. Ganes  
  
 CONTRACTOR  
 Contractor

  
 FOR AND ON BEHALF OF MD, DSIIDC  
**HARISH CHANDRA**  
 Executive Engineer (Civil)  
 D.S.I.I.D.C., T.C. Building  
 Wazirpur/Indi. Area, Delhi-52

Witness :-

1. NITESH KUMAR (Nitesh Kumar)  
 Manager - Project Business Development  
 REEL
2.   
 (Sharat Kumar)  
 Supt Engineer, DSIIDC

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HARISH CHANDRA  
Executive Engineer (Civil)  
D.S.I.D.C. To Building  
Western Indl Area, Delhi-85

TAMILNADU WASTE MANAGEMENT LIMITED  
CIN : U74140TG2002PLC039702  
Registered Office:  
13<sup>th</sup> Floor, Ramky Grandiose  
Ramky Towers, Gachibowli  
Hyderabad – 500032, Telangana  
Tel :040-23015000, Fax : 040-23015100  
E-mail: [cs.reel@ramky.com](mailto:cs.reel@ramky.com)

CERTIFIED TRUE EXTRACT OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TAMILNADU WASTE MANAGEMENT LIMITED HELD ON WEDNESDAY, THE 04<sup>TH</sup> DAY OF DECEMBER, 2019 COMMENCED AT 11.30 AM AND CONCLUDED AT 12.00 NOON AT 13<sup>TH</sup> FLOOR, RAMKY GRANDIOSE, RAMKY TOWERS, GACHIBOWLI, HYDERABAD – 500 032.

**AUTHORISATION TO EXECUTE THE CONCESSION AGREEMENT WITH DELHI STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION (DSIIDC), DELHI:**

The Letter of Award No. DSIIDC/EE(C)/LOA/TSDf/2019-20/1123, dated 30.11.2019 of Delhi State Industrial & Infrastructure Development Corporation (DSIIDC), Delhi for the project of "Development of Treatment, Storage and Disposal Facility (TSDf) for Hazardous Waste on BOT basis at Bawana in Delhi" was presented before the Board. According to the Letter of Award, it is necessary to enter into Concession Agreement. In this connection, it was suggested that Mr. Ganesh Sivaramakrishnan, Authorised Signatory of the Company, may be authorised as Company's Representative to sign and execute the concession agreement with Delhi State Industrial & Infrastructure Development Corporation (DSIIDC), Delhi. The Board after brief discussion approved the same and passed the following resolution unanimously:

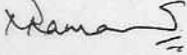
"RESOLVED THAT consent of the Board be and is hereby accorded to Mr. Ganesh Sivaramakrishnan, Authorised Signatory of the Company to act as Company's Representative to enter into Concession Agreement with Delhi State Industrial & Infrastructure Development Corporation (DSIIDC), Delhi in connection with the work of "Development of Treatment, Storage and Disposal Facility (TSDf) for Hazardous Waste on BOT basis at Bawana in Delhi" on behalf of the Company.

RESOLVED FURTHER THAT the "Concession Agreement" to be entered into with Delhi State Industrial & Infrastructure Development Corporation (DSIIDC) (a copy tabled in the meeting) be and is hereby approved.

RESOLVED FURTHER THAT Mr. Shujath Bin Ali, Authorised Signatory of the Company should be authorised to execute power of attorney on behalf of the Company in favour of Mr. Ganesh Sivaramakrishnan, Authorised Signatory of the Company to sign and execute the Concession Agreement and to do all such acts, deeds, matters and things as may be deemed necessary, desirable or expedient from time to time for giving effect to the above."

// CERTIFIED TRUE COPY //

For Tamilnadu Waste Management Limited

  
Name: Nagarajan Ramamurthy  
Designation: Director  
DIN: 08389544





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తెలంగాణ తెలంగాణ TELANGANA

Sl.No : 16885 Date: 16-12-2019 Rs.100/-  
Sold To: GANESH SIVARAMAKRISHNAN,  
S/o. G. A. SIVARAMAKRISHNAN, R/o HYD  
For whom: Tamil Nadu Waste Management Limited

*E.Koti Reddy* 078828  
E.KOTI REDDY  
LICENCED STAMP VENDOR  
LIC No. 15-11-031/2014, RL No.15-11-061/2017  
H.NO. LIG-441, Road No-3, KPHB Colony  
Kukatpally, Medchal-Malkajgiri Dist.  
Cell: 9491628238

POWER OF ATTORNEY

Know all men by these presents; We Tamilnadu Waste Management Limited, a company incorporated in India under the Companies Act, 1956/2013 and having its registered office at 13<sup>th</sup> Floor, Ramky Grandiose, Ramky Towers Complex, Gachibowli, Hyderabad – 500032, do hereby constitute, appoint and authorize Mr. Ganesh Sivaramakrishnan, who is employed with us to sign and execute the concession agreement in our name and on our behalf and to do all such acts, deeds and things necessary in connection with or incidental to Letter of Acceptance (LoA) /work order for "Development of Treatment, Storage and Disposal Facility (TSDF) for Hazardous Waste on BOT basis at Bawana in Delhi" ("the Project") including signing and execution of undertakings, affidavits and such other related documents and providing information / responses to Delhi State Industrial & Infrastructure Development Corporation (DSIIDC), Delhi and further to do all such acts, deeds and things as may be deemed necessary in connection with or incidental to the said LoA/ work order

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

In witness whereof we, Tamilnadu Waste Management Limited, the above named principal have executed this power of attorney on this the 6<sup>th</sup> December, 2019.

For TAMILNADU WASTE MANAGEMENT LIMITED

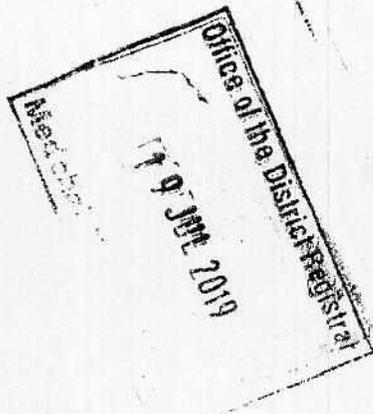
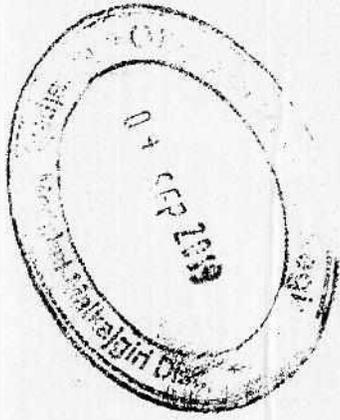


*Shujath*  
Shujath Bin Ali  
Authorized Signatory

*hob*

Contractor

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*Shawell*



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ACCEPTED

*S. Ganesh*

Ganesh Sivaramakrishnan  
Authorized Signatory



Attested by

*Shujath*

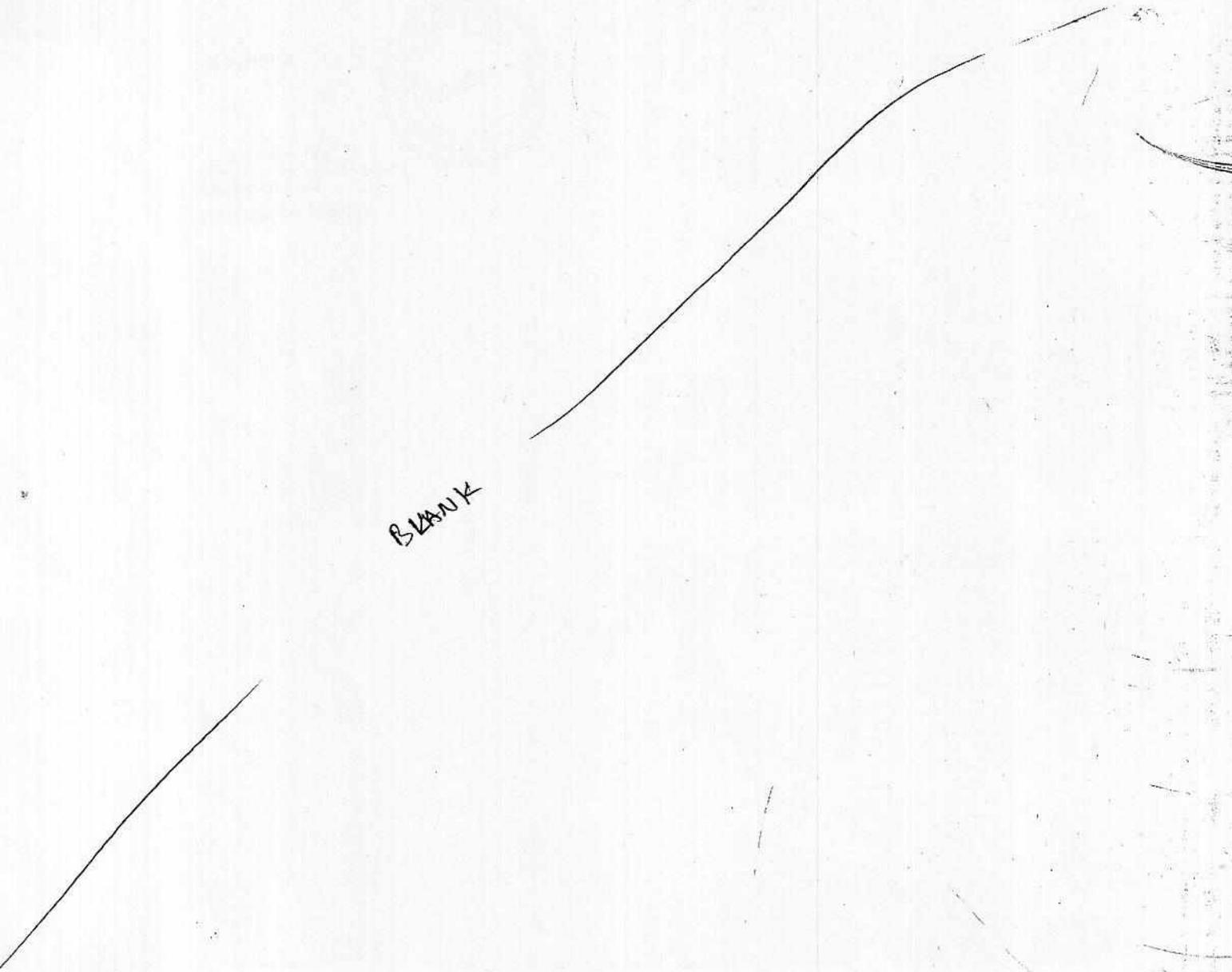
Shujath Bin Ali  
Authorized Signatory



*Shujath*

10/12/2019

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# TAMILNADU WASTE MANAGEMENT LIMITED

## OVERVIEW

Tamilnadu Waste Management Limited is an unlisted public company. It was incorporated on 03 October, 2002 and is located in Hyderabad, Telangana. It is classified as a public limited company. The company has four directors - Sastry Gangadhara Peddibhotla, Sambandam Thirugnana, and others.

The registered office of the company is at 13th Floor, Ramky Grandiose, Ramky Towers Gachibowli, Hyderabad, Hyderabad, Telangana.

The total paid-up capital is INR 25.95 cr. The last reported AGM (Annual General Meeting) of the company, per our records, was held on 30 September, 2019. Also, as per our records, its last balance sheet was prepared for the period ending on 31 March, 2019.

## REGISTERED DETAILS

<b>CIN</b> U74140TG2002PLC039702	<b>INCORPORATION DATE / AGE</b> 03 October, 2002 / 17 yrs	<b>LAST REPORTED AGM DATE</b> 30 September, 2019
<b>AUTHORIZED CAPITAL</b> INR 2700.0 Lacs	<b>PAIDUP CAPITAL</b> INR 2595.4096 Lacs	<b>INDUSTRY*</b> Business Services
<b>TYPE</b> Unlisted Public Company	<b>CATEGORY</b> Company limited by Shares	<b>SUBCATEGORY</b> Non-govt company

### EMAIL ADDRESS

Login for email address. This is to prevent spam.

### WEBSITE

Website not known. Click here to let us know.

### REGISTERED ADDRESS

13th Floor, Ramky Grandiose, Ramky Towers  
Gachibowli  
Hyderabad  
Hyderabad - 500032  
Telangana - India



2018 22/4

## FINANCIAL HIGHLIGHTS

Actual numbers and more financial data, updated until 31 March, 2019\* are included in purchased financial report. View Sample Report.

Operating Revenue	000000
EBITDA	000000
Networth	▲ 000000
Debt/Equity Ratio	000000
Return on Equity	000000

See more...

\* Company has reported to have approved financials for 31 March, 2019. However, in case, they are not yet filed with MCA, then last filed financials shall be provided instead.

## DIRECTORS

The company has 4 directors and 2 reported key management personnel.

The longest serving director currently on board is Sastry Gangadhara Peddibhotla who was appointed on 01 September, 2015. Sastry Gangadhara Peddibhotla has been on the board for 4 years and 3 months. The most recently appointed directors are Sanjiv Kumar and Nagarajan Ramamurthy, who were appointed on 14 May, 2019.

Sastry Gangadhara Peddibhotla has the largest number of other directorships with a seat at a total of 11 companies. In total, the company is connected to 18 other companies through its directors.

NAME	DESIGNATION	APPOINTMENT DATE	
SASTRY GANGADHARA PEDDIBHOTLA	Director	01 September, 2015	View other directorships
SAMBANDAM THIRUGNANA	Director	16 November, 2015	View other directorships
SANJIV KUMAR	Director	14 May, 2019	View other directorships
NAGARAJAN RAMAMURTHY	Director	14 May, 2019	View other directorships
Manish Kumar Tripathi	KMP	07 February, 2019	No other directorships
KAMAKSHI MANOHARAN	KMP	01 March, 2017	No other directorships

## BANK-WISE BIGGEST CHARGES ON ASSETS



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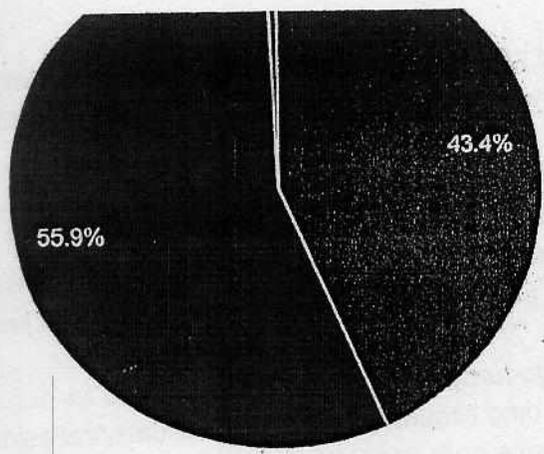


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OTHERS



See more...

### PREVIOUS NAMES

No previous names were found for this company.

### PREVIOUS CINS

No previous CINS were found for this company.

### SIMILAR COMPANIES

NAME	INCORPORATION YEAR	STATE	PAID UP CAPITAL	
OWL TECH PRIVATE LIMITED	2016	Tamil Nadu	26.00 cr	Buy financial reports
SECUREVALUE INDIA LIMITED	2012	Maharashtra	26.05 cr	Buy financial reports
HAITONG SECURITIES INDIA PRIVATE LIMITED	2011	Maharashtra	26.07 cr	Buy financial reports

See more...



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\*Industry classification is inferred. If the company has changed line of business without intimating the Registrar or is a diversified business, classification may be different. We make no warranties about accuracy of industry classification

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201/25 Heritage City, M.G. Road, Gurgaon - 122002 (CIN: U72502DL2013PTC261372)

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F.No.10-60/2019-IA-III  
Government of India  
Ministry of Environment, Forest and Climate Change  
(IA.III Section)

Indira Paryavaran Bhawan,  
Jor Bagh Road, New Delhi - 3

Date: 6<sup>th</sup> January, 2020

To,

**M/s Tamil Nadu Waste Management Limited**  
13<sup>th</sup> Floor Ramky Grandiose Ramky Tower Complex  
Gachibowli Hyderabad - 500032, Telangana  
E Mail: [consultancygroup@ramky.com](mailto:consultancygroup@ramky.com)

**Subject: 'Treatment Storage Disposal Facility' at Plot No. N1, Sector 5 Bawana Industrial Area, Narela, Delhi by M/s Tamil Nadu Waste Management Limited - Terms of Reference - reg.**

Sir,

This has reference to your proposal No. IA/DL/MIS/127887/2019 dated 16.12.2019 submitted to this Ministry for seeking Terms of Reference (ToR) in terms of the provisions of the Environment Impact Assessment (EIA) Notification, 2006 under the Environment (Protection) Act, 1986.

2. The proposal for grant of Terms of Reference (ToR) to the project 'Treatment Storage Disposal Facility' at Plot no N1, Sector 5 Bawana Industrial Area, Narela, Delhi by M/s Tamil Nadu Waste Management Limited was considered by the Expert Appraisal Committee (Infra-2) in its 47<sup>th</sup> meeting held during 26-27 December, 2019.

3. The details of the project, as per the documents submitted by the project proponent, and also as informed during the above said meeting, are under:-

- (i) A huge quantum of hazardous waste is lying in the premises of industries and CETPs and they are facing difficulties to accommodate more hazardous waste due to lack of space in their premises. Leading to increasing pollution the state of Delhi, the Hon'ble NGT intervened and gave directions in different cases to develop a TSDF in the State of Delhi.
- (ii) In compliance to the direction in one hearing in the matter of Balamsingh Rawat V/s Govt. of NCT of Delhi & Ors. Delhi State Industrial and Infrastructure Development Corporation Ltd (DSIIDC) filed an affidavit before Hon'ble NGT in July 2015 that the work of TSDF shall be completed within two years. In the other case, M/s Rajiv Naryana & Anr. V/s Union of India & Ors., Hon'ble NGT has directed vide its order dated 30.07.2018 that TSDF is to be set up within three months in Delhi. Later on Hon'ble NGT vide their order dated 19.11.2019 directed DSIIDC that setting up of TSDF may also be completed latest by June, 2020.
- (iii) In this regard, Delhi State Industrial and Infrastructure Development Corporation Ltd. (DSIIDC) has selected M/s Tamil Nadu Waste Management Limited as successful bidder for the development of Treatment, Storage and Disposal Facility (TSDF) at 14 acres of land, earmarked "ABCD" of size (515\*110) sqm measuring 14 acres area out of 67.9112 Ha earmarked as "abcdefgh" as Secured Land Fill (SLF) site at Narela Bawana PH 1 near Western Yamuna Canal. This land is part of the Master Plan of Delhi (MPD). The land is Notified Land for Waste Management in the MPD falling near the notified industrial estate of Narela Bawana.
- (iv) The details of project capacities proposed for environmental clearance to be developed are given in below:

S. No.	Name of the Facility	Proposed capacity
1.	Secured landfill (DLF)	65000 MTA
2.	Treatment/Stabilization (LAT)	
3.	Incineration (INC) - common for HW and other wastes	1.5 T/hr

*J. Jaiswal*

4.	Alternative Fuel and Raw Material (AFRF)	10000 TPA
5.	E waste	2000 TPA
6.	Used Oil Recycling	1000 KLPA
7.	Spent Solvent Recycling	1000 KLPA
8.	Paper Recycling	1000 TPA
9.	Plastic Recycling	1000 TPA
10.	Drum Recycling	200 /day

- (v) The total land allotted for the proposed project is 14 Acres (5.66 Ha).
- (vi) The total water requirement for the project is 100 KLD. The water will be sourced from Delhi Jal Board Tankers and bore well. The power required for operations is 500 kVA which will be taken from North Delhi Power Ltd. DG set of 500 kVA capacity will be used as backup power during emergency backup.
- (vii) The distance between the project site and some important eco-sensitive areas include Yamuna Western Canal is located at 0.5 km in SW direction, CRPF Camp is located at 2 km in NW direction, Air Force Station Ghoga is located at 3 km in NW direction, Sultanpur Reserve Forest in SW direction, Marmurpur Protected Forest is located at 7 km in NE direction. There are no National Parks, Wildlife Sanctuaries within the study area of the project.
- (viii) Investment Cost of the proposed project is Rs. 24 Crores
- (ix) Benefits of the project: The proposed project facilitates better management of the industrial hazardous waste. It minimizes the pollution load on environment from the industrial hazardous waste. It reduces the number of hazardous waste dump sites in the area and also eliminates the pollution potential. Increase in employment and Physical Infrastructure.
- (x) Employment potential: Administrative - 5 nos., skilled and unskilled manpower - 35 nos., Total - 40 nos.

4. The project/activity is covered under category A of item 7(d) 'Common hazardous waste treatment, storage and disposal facilities (TSDFs)' of the Schedule to the EIA Notification, 2006 and its subsequent amendments, and requires appraisal at Central level by Sectoral EAC.

5. It was informed by the project proponent that leading to increase in pollution in the state of Delhi, the Hon'ble NGT intervened and gave directions in different cases to develop a TSDF in the State of Delhi. Hon'ble NGT vide their order dated 19.11.2019 directed DSIIDC that setting up of TSDF may be completed latest by June 2020. The Cabinet of Delhi has approved the proposal of setting up of Treatment, Storage and Disposal Facility (TSDF) at Bawana, Delhi vide its decision no 2583, dated 21.06.2018 as conveyed through Commissioner (CETP) vide his letter no F-12/484/Env/Appeal-305/2013/241 dated 07.08.2018.

6. The EAC, in its 47<sup>th</sup> meeting held during 26-27 December, 2019, after detailed deliberations, recommended the project for grant of ToR as specified by the Ministry as Standard ToR in April, 2015 for the said project/activity and the following ToR in addition to Standard ToR for preparation of EIA-EMP report. As per the recommendation of the EAC, the Ministry of Environment, Forest and Climate Change hereby accords ToR to the project 'Treatment Storage Disposal Facility' at Plot no N1, Sector 5 Bawana Industrial Area, Narela, Delhi by M/s Tamil Nadu Waste Management Limited for preparation of the Environmental Impact Assessment (EIA) Report and Environmental Management Plan (EMP) with the following specific and general conditions in addition to Standard ToR provided at **Annexure**:

- (i) Importance and benefits of the project.
- (ii) The E.I.A. would address to the conformity of site to the stipulations as made in the Hazardous and other Wastes (Management, handling and trans-boundary movement) Rules, 2016 and will have a complete chapter indicating conformity to the said rules.
- (iii) Project proponents would also submit a write up on how their project proposal conform to the stipulations made in the "Protocol for Performance evolution and monitoring of the

*S. Rose*

Common Hazardous Waste Treatment Storage and Disposal facilities including common Hazardous Waste incinerators", published by the CPCB on May 24, 2010.

- (iv) Status of compliance to the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, and Bio-Medical Waste Management Rules, 2016.
- (v) Details of various waste management units with capacities for the proposed project.
- (vi) List of waste to be handled and their source along with mode of transportation.
- (vii) Other chemicals and materials required with quantities and storage capacities.
- (viii) Details of temporary storage facility for storage of hazardous waste at project site.
- (ix) Details of pre-treatment facility of hazardous waste at TSDF.
- (x) Details of air emissions, effluents, hazardous/solid waste generation and their management.
- (xi) Requirement of water, power, with source of supply, status of approval, water balance diagram, man-power requirement (regular and contract).
- (xii) Process description along with major equipments and machineries, process flow sheet (quantitative) from waste material to disposal to be provided.
- (xiii) Hazard identification and details of proposed safety systems.
- (xiv) Details of Drainage of the project up to 5 km radius of study area. If the site is within 1 km radius of any major river, peak and lean season river discharge as well as flood occurrence frequency based on peak rainfall data of the past 30 years. Details of Flood Level of the project site and maximum Flood Level of the river shall also be provided.
- (xv) Ground water quality monitoring in and around the project site.
- (xvi) The Air Quality Index shall be calculated for base level air quality.
- (xvii) Status of the land purchases in terms of land acquisition Act and study the impact.
- (xviii) Status of acquisition of land. If acquisition is not complete, stage of the acquisition process and expected time of complete possession of the land.
- (xix) R&R details in respect of land in line with state Government policy.
- (xx) Details of effluent treatment and recycling process.
- (xxi) Leachate study report and detailed leachate management plan to be incorporated.
- (xxii) Action plan for measures to be taken for excessive leachate generation during monsoon period.
- (xxiii) Action plan for any pollution of ground water is noticed during operation period or post closure monitoring period.
- (xxiv) Detailed Environmental Monitoring Plan as well as Post Closure Monitoring Plan.
- (xxv) Submit details of Bio Medical Waste to be handled and the other facilities operating within 75 km area.
- (xxvi) A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project.
- (xxvii) A detailed Plan for green belt development.
- (xxviii) A certificate from the local body supplying water, specifying the total annual water availability with the local authority, the quantity of water already committed, the quantity of water allotted to the project under consideration and the balance water available. This should be specified separately for ground water and surface water sources, ensuring that there is no impact on other users.

*J. Anand*

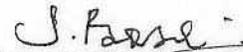
- (xxix) Any litigation pending against the project and/or any direction/order passed by any Court of Law against the project, if so, details thereof shall also be included. Has the unit received any notice under the Section 5 of Environment (Protection) Act, 1986 or relevant Sections of Air and Water Acts? If so, details thereof and compliance/ATR to the notice(s) and present status of the case.
- (xxx) The project proponents shall satisfactorily address to all the complaints/suggestions that have been received against the project till the date of submission of proposals for Appraisal.
- (xxxi) Public hearing to be conducted and issues raised and commitments made by the project proponent on the same should be included in EIA/EMP Report in the form of tabular chart with financial budget for complying with the commitments made.
- (xxxii) Plan for Corporate Environment Responsibility (CER) as specified under Ministry's Office Memorandum vide F.No. 22-65/2017-IA.III dated 01.05.2018 shall be prepared and submitted along with EIA Report.
- (xxxiii) A tabular chart with index for point wise compliance of above ToRs.

#### General Guidelines

- (i) The EIA document shall be printed on both sides, as far as possible.
- (ii) All documents should be properly indexed, page numbered.
- (iii) Period/date of data collection should be clearly indicated.
- (iv) Authenticated English translation of all material provided in Regional languages.
- (v) The letter/application for EC should quote the MoEF&CC File No. and also attach a copy of the letter prescribing the ToR.
- (vi) The copy of the letter received from the Ministry on the ToR prescribed for the project should be attached as an annexure to the final EIA-EMP Report.
- (vii) The final EIA-EMP report submitted to the Ministry must incorporate the issues mentioned in ToR and raised during public hearing. The index of the final EIA-EMP report, must indicate the specific chapter and page no. of the EIA-EMP Report where the specific ToR prescribed by Ministry. Questionnaire related to the project (posted on MoEF&CC website) with all sections duly filled in shall also be submitted at the time of applying for EC.
- (viii) Grant of ToR does not mean grant of EC.
- (ix) The status of accreditation of the EIA consultant with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.
- (x) On the front page of EIA/EMP reports, the name of the consultant/consultancy firm along with their complete details including their accreditation, if any shall be indicated. The consultant while submitting the EIA/EMP report shall give an undertaking to the effect that the prescribed ToRs (ToR proposed by the project proponent and additional ToR given by the MoEF&CC) have been complied with and the data submitted is factually correct (Refer MoEF&CC Office memorandum dated 4<sup>th</sup> August, 2009).
- (xi) While submitting the EIA/EMP reports, the name of the experts associated with/involved in the preparation of these reports and the laboratories through which the samples have been got analysed should be stated in the report. It shall clearly be indicated whether these laboratories are approved under the Environment (Protection) Act, 1986 and the rules made there under (Please refer MoEF&CC Office Memorandum dated 4<sup>th</sup> August, 2009). The project leader of the EIA study shall also be mentioned.
- (xii) All the ToR points as presented before the Expert Appraisal Committee (EAC) shall be covered.

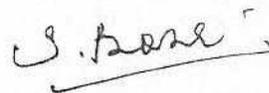
J. Bose

7. The above ToR should be considered for the project 'Treatment Storage Disposal Facility' at Plot no N1, Sector 5 Bawana Industrial Area, Narela, Delhi by M/s Tamil Nadu Waste Management Limited, in addition to all the relevant information as per the 'Generic Structure of EIA' given in Appendix III and IIIA in the EIA Notification, 2006. The draft EIA/EMP report shall be submitted to the Delhi Pollution Control Committee for public hearing. The issues emerged and response to the issues shall be incorporated in the EIA report.
8. The project proponent shall submit the detailed final EIA/EMP prepared as per ToR to the Ministry for considering the proposal for environmental clearance within 3 years as per the MoEF&CC O.M. No.J-11013/41/2006-IA-II(I) (P) dated 08.10.2014.
9. The consultants involved in preparation of EIA/EMP report after accreditation with Quality Council of India/National Accreditation Board of Education and Training (QCI/NABET) would need to include a certificate in this regard in the EIA/EMP reports prepared by them and data provided by other Organization(s)/ Laboratories including their status of approvals etc. vide Notification of the MoEF&CC dated 19.07.2013.
10. The prescribed ToR would be valid for a period of three years for submission of the EIA/EMP Reports.
11. This issues with the approval of Competent Authority.

  
(Dr. Subrata Bose)  
Scientist F

Copy to:

The Member Secretary, Delhi Pollution Control Committee, Department of Environment,  
Government of N.C.T. Delhi, 4<sup>th</sup> Floor, ISBT Building, Kashmere Gate, Delhi.



## Annexure

**7(d): STANDARD TERMS OF REFERENCE FOR CONDUCTING ENVIRONMENT IMPACT ASSESSMENT STUDY FOR COMMON HAZARDOUS WASTE TREATMENT, STORAGE AND DISPOSAL FACILITIES (TSDFS) AND INFORMATION TO BE INCLUDED IN EIA/EMP REPORT**

- 1) Reasons for selecting the site with details of alternate sites examined/rejected/selected on merit with comparative statement and reason/basis for selection. The examination should justify site suitability in terms of environmental damages, resources sustainability associated with selected site as compared to rejected sites. The analysis should include parameters considered along with weightage criteria for short-listing selected site.
  - 2) Submit the details of the road/rail connectivity along with the likely impacts and mitigative measures
  - 3) Submit the present land use and permission required for any conversion such as forest, agriculture etc
  - 4) Examine the details of transportation of Hazardous wastes, and its safety in handling.
  - 5) Examine and submit the details of on line pollutant monitoring.
  - 6) Examine the details of monitoring of Dioxin and Furan.
  - 7) MoU for disposal of ash through the TSDF.
  - 8) MoU for disposal of scrubbing waste water through CETP.
  - 9) Examine and submit details of monitoring of water quality around the landfill site.
  - 10) Examine and submit details of the odour control measures.
  - 11) Examine and submit details of impact on water body and mitigative measures during rainy season.
  - 12) Environmental Management Plan should be accompanied with Environmental Monitoring Plan and environmental cost and benefit assessment. Regular monitoring shall be carried out for odour control.
  - 13) Water quality around the landfill site shall be monitored regularly to examine the impact on the ground water.
  - 14) The storage and handling of hazardous wastes shall be as per the Hazardous Waste Management Rules.
  - 15) Submit details of a comprehensive Disaster Management Plan including emergency evacuation during natural and man-made disaster.
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- 16) Public hearing to be conducted for the project in accordance with provisions of Environmental Impact Assessment Notification, 2006 and the issues raised by the public should be addressed in the Environmental Management Plan. The Public Hearing should be conducted based on the ToR letter issued by the Ministry and not on the basis of Minutes of the Meeting available on the website.
- 17) A detailed draft EIA/EMP report should be prepared in accordance with the above additional TOR and should be submitted to the Ministry in accordance with the Notification.
- 18) Details of litigation pending against the project, if any, with direction /order passed by any Court of Law against the Project should be given.
- 19) The cost of the Project (capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
- 20) Any further clarification on carrying out the above studies including anticipated impacts due to the project and mitigative measure, project proponent can refer to the model ToR available on Ministry website <http://moef.nic.in/Manual/Incinerator>

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