

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

O.A. No. 521/2024

In the matter of:

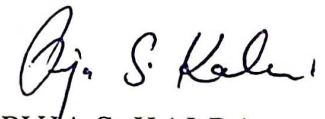
News item titled "MCD's First Engineered Landfill Opens" appearing in The Times of India dated 13.03.2024

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NDOH 9/08/2024

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Through



PUJA S. KALRA

Standing Counsel MCD

Chamber-430, Blcok-I,

Delhi High Court, New Delhi.

Mob. 9312839323

Email:- pujakalra09@gmail.com

New Delhi
Dated :- 28/8/2024

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

O.A. No. 529/2024

In the matter of:

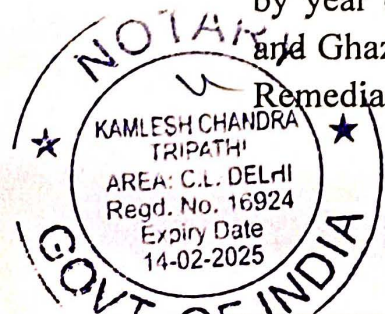
News item titled "MCD's First Engineered Landfill Opens" appearing in The Times of India dated 13.03.2024

STATUS REPORT ON BEHALF OF THE RESPONDENT /MUNICIPAL CORPORATION OF DELHI.

I, Manish Jain S/o Late Sh. D.C. Jain, Executive Engineer (WTE), Municipal Corporation of Delhi, on behalf of the Municipal Corporation of Delhi.

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That I am presently posted as Executive Engineer, (WTE), MCD, New Delhi and is conversant with the facts of the case based on the official records maintained by the department, am as such competent to depose thereto.
2. That the deponent being aware of the facts of the case on the basis of record available in the office and having read and understood the contents of the aforesaid Petition, is competent to depose by way of the present status report in my official capacity as stated above.
3. That the present matter is registered *suo-motu* on the basis of the News item titled "MCD's First Engineered Landfill Opens" appearing in The Times of India dated 13.03.2024 and the matter relates to the opening of Delhi's first Engineered landfill in Tehkhand, Okhla (South East Delhi). As per the article, this launch will be a significant step towards sustainable waste management and environment conservation. The article also states that this modern plant will have an arrangement to process the ash released after disposal of garbage. The article further states that MCD operates three landfill sites in Delhi, of which the one in Okhla is likely to be cleared out by year end. No fresh waste is allegedly disposed here. The Bhalswa site and Ghazipur site is likely to be cleared out by 2025 by the process of Bio Remediation as per direction of this Hon'ble Tribunal.

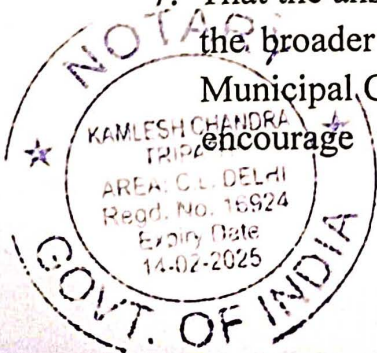


Manish Jain

4. That the issue raised through this article/petition is that “the concerned authorities are required to disclose as to why this ash is being dump here when ash can be used as landfill in low lying area, brick kilns as construction material for hollow bricks and inter locking tiles”
5. That the need of Engineered Sanitary Landfill Facility (E-SLF) has been mandated in the Solid Waste Management Rules, 2016. Specifically, in clause no. 15 (zi) and 22 (point no. 9), there are guidelines on the setting up of Sanitary Landfill sites for the safe disposal of pre-processing rejects and residues from the processing facilities as well as untreatable inert wastes as permitted under the Rules which shall meet the specifications as given in Schedule–I of Rules (**copy enclosed as Annexure “A”**).
6. That recognizing the importance of scientific disposal of residual waste as per SWM Rules 2016, the concept of Engineered Landfills emerged. This Engineered Sanitary landfill is scientifically different from old existing dumpsites which was established in 1996 prior to the notification of SWM Rules, 2000 as amended in 2016 thereby without adhering to any norms. However, this E-SLF is designed considering the norms of SWM Rules, 2016, guidelines of the Ministry of Urban Development, Government of India and Central Pollution Control Board. The E-SLF includes impermeable layers at their bottom and side slopes made up of geo-synthetic materials such as Geo-synthetic clay liner, HDPE liners, Geotextile etc.(**the details of all layers at bottom and slope is enclosed as Annexure “B” for the reference**) that prevents leachate from contaminating soil and groundwater and its treatment through Leachate Treatment Plant (LTP), thereby minimizing environmental impact to a great extent and thus, it is a safe option for the disposal of bottom ash generated from WtE plants. For this, Delhi Development Authority (DDA) provided the land of an area of approx. 47.4 acres to MCD (erstwhile SDMC) including 15 acres for the development of a Waste to Energy Plant at Tehkhand and remaining 32.4 acres of land provided for the establishment of Engineered Sanitary landfill (E-SLF).

MCD’s approach towards reducing the quantity sending at E-SLF.

7. That the answering respondent MCD is making endeavor in alignment with the broader objectives of waste minimization and resource recovery, the Municipal Corporation of Delhi (MCD) has undertaken several measures to encourage the Concessionaire for utilization of bottom ash, thereby



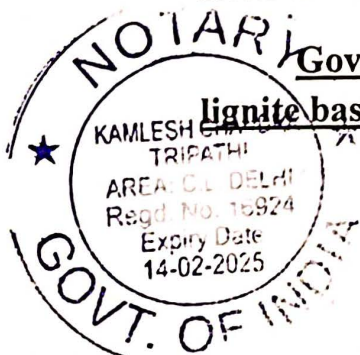
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reducing the quantity being disposed of at the E-SLF. Notably, the MCD has imposed **Reject Handling Charges on the quantity of ash disposed off at the E-SLF, which serves as a deterrent for sending the bottom ash to E-SLF and to explore alternative uses of the ash by the Concessionaire operating the WTE plant.** Provided further that, the Residual Inert Matter shall generally be not more than 20% of the MSW delivered at the WTE plant. In addition to this, the Concessionaire shall also bear the cost of transportation and off-loading of the Residual Inert Matter from the Site to the agreed point at the Landfill Site which also encourages Concessionaire to utilize ash for alternative purposes.

Efforts taken by concessionaire towards utilization of bottom Ash/inert

8. That in order to promote the utilization of ash/ inerts, the Concessionaire has installed a Brick manufacturing plant (capacity 20,000 bricks/day) for utilization of 45 tons/day of fly ash generation at Timarpur Okhla Waste Management Company Limited (TOWMCL)(**copy of Purchase Order enclosed as Annexure "C"**). In addition to this, TOWMCL manufactured paver blocks and Kerb Stones from the Bottom Ash. However, these Fly ash-bricks and Bottom ash- paver blocks are costlier than the Red Bricks and Concreted Paver blocks respectively and **commercially, not self-sustaining.**
9. That as per the report of Central Road Research Institute, New Delhi on "Use of Construction & Demolition Wastes, Incinerated Residues in Road Construction" submitted to the Principal Scientific Advisor, Government of India in March 2023, incinerated residues viz. Bottom Ash and Fly Ash collected from TOWMCL can be tried for construction of >3m height embankment in both National Highways and Rural Roads.
10. That as a result of these measures, the Concessionaire is currently utilizing 50% of bottom ash at construction site of **Six – lane Access Controlled highway from NTPC Eco Park to Faridabad Toll Plaza.** This represents a significant step towards the sustainable management of bottom ash, and efforts are ongoing to further increase the utilization rate. **The requisite letter is enclosed as Annexure "D".**

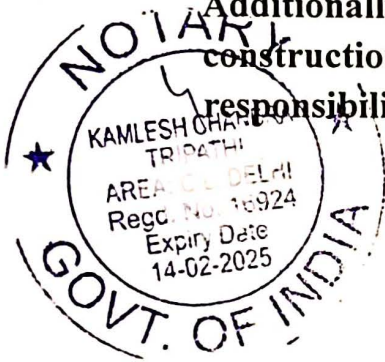
Government directives to utilize fly ash generated by Coal / lignite based Thermal Power Plants and intervention required



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11. That the Ministry of Environment Forest & Climate Change (MoEF&CC) has issued a Notification dated 14th September 1999, wherein it is mandatory for coal/ lignite based thermal power plants to manufacture brick from fly ash to the areas in their vicinity. Further, there is an obligation upon the persons or bodies doing construction within 300 km (by amendment dated 25th September, 2016) of such Thermal Power Plant which generated fly ash to buy such bricks and utilise at least 25% of the bricks used in construction. Even Delhi Government has issued similar directions based upon the above Notification of MoEF&CC.

Similar notifications are required to mandate the use of incinerated residues bricks, paver blocks, and other products in construction manufactured from bottom ash of WTE plants. Additionally, it should be mandatory to utilize MSW ash in road construction up to a certain percentage, especially in Delhi, with the responsibility of procurement falling on road construction agencies.



[Signature]

DEPONENT

28 AUG 2024

VERIFICATION:

Verified at Delhi on this ___ day of August 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and nothing material has been concealed there from.

[Signature]
I Identify the Executant/Deponent Who has Signed in my Presence

[Signature]

DEPONENT

CERTIFIED THAT THE CONTENTS EXPRESSED BY THE DEPONENT/EXECUTANT WHO IS SEEMED PERFECTLY TO UNDERSTAND AFFIRMED & DEPOSED BEFORE ME AT NEW DELHI
[Signature]
 IDENTIFY THE EXECUTANT/DEPONENT WHO HAS SIGNED IN MY PRESENCE
 KAMLESH BHANDARI TRIPATHI Advocate Reg. No. 16924
 NOTARY PUBLIC (C.L. DELHI)

18/9/20

28 AUG 2024

नगरपालिकाओं की कुल संख्या:

प्रस्तुत की गई कार्य योजना की संख्या:

प्ररूप-VI

[नियम 25 देखें]

दुर्घटना का प्रतिवेदन

1.	दुर्घटना की तारीख और समय	:	
2.	दुर्घटना के लिए कारकों का अनुक्रम	:	
3.	दुर्घटना में शामिल अपशिष्ट	:	
4.	मानव स्वास्थ्य और पर्यावरण पर दुर्घटनाओं के प्रभावों का मूल्यांकन	:	
5.	किए गए आपातकालीन उपाय	:	
6.	दुर्घटनाओं के प्रभावों को कम करने के लिए उठाए गए कदम	:	
7.	ऐसी किसी दुर्घटना की पुनरावृत्ति को रोकने के लिए उठाए गए कदम	:	
तारीख		हस्ताक्षर	
स्थान		पदनाम	

[फा. सं.18-3/2004-एचएसएमडी]

विश्वनाथ सिन्हा, संयुक्त सचिव

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

NOTIFICATION

New Delhi, the 8th April, 2016

S.O. 1357(E).—Whereas the draft of the Solid Waste Management Rules, 2015 were published under the notification of the Government of India in the Ministry of Environment, Forest and Climate Change number G.S.R. 451 (E), dated the 3rd June, 2015 in the Gazette of India, part II, Section 3, sub-section (i) of the same date inviting objections or suggestions from the persons likely to be affected thereby, before the expiry of the period of sixty days from the publication of the said notification on the Solid Waste Management Rules, 2015 in supersession of the Municipal Solid Waste (Management and Handling) Rules, 2000;

And whereas, copies of the said Gazette were made available to the public on the 3rd June, 2015;

And whereas, the objections or comments received within the stipulated period were duly considered by the Central Government;

Now, therefore, in exercise of the powers conferred by sections 3, 6 and 25 of the Environment (Protection) Act, 1986 (29 of 1986) and in supersession of the Municipal Solid Waste (Management and Handling) Rules, 2000, except as respect things done or omitted to be done before such supersession, the Central Government hereby makes the following rules for management of Solid Waste, namely:-

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- (za) prepare and submit annual report in Form IV on or before the 30th April of the succeeding year to the Commissioner or Director, Municipal Administration or designated Officer;
- (zb) the annual report shall then be sent to the Secretary -in-Charge of the State Urban Development Department or village panchayat or rural development department and to the respective State Pollution Control Board or Pollution Control Committee by the 31st May of every year;
- (zc) educate workers including contract workers and supervisors for door to door collection of segregated waste and transporting the unmixed waste during primary and secondary transportation to processing or disposal facility;
- (zd) ensure that the operator of a facility provides personal protection equipment including uniform, fluorescent jacket, hand gloves, raincoats, appropriate foot wear and masks to all workers handling solid waste and the same are used by the workforce;
- (ze) ensure that provisions for setting up of centers for collection, segregation and storage of segregated wastes, are incorporated in building plan while granting approval of building plan of a group housing society or market complex; and
- (zf) frame bye-laws and prescribe criteria for levying of spot fine for persons who litters or fails to comply with the provisions of these rules and delegate powers to officers or local bodies to levy spot fines as per the bye laws framed; and
- (zg) create public awareness through information, education and communication campaign and educate the waste generators on the following; namely:-
- (i) not to litter;
 - (ii) minimise generation of waste;
 - (iii) reuse the waste to the extent possible;
 - (iv) practice segregation of waste into bio-degradable, non-biodegradable (recyclable and combustible), sanitary waste and domestic hazardous wastes at source;
 - (v) practice home composting, vermi-composting, bio-gas generation or community level composting;
 - (vi) wrap securely used sanitary waste as and when generated in the pouches provided by the brand owners or a suitable wrapping as prescribed by the local body and place the same in the bin meant for non-biodegradable waste;
 - (vii) storage of segregated waste at source in different bins;
 - (viii) handover segregated waste to waste pickers, waste collectors, recyclers or waste collection agencies; and
 - (ix) pay monthly user fee or charges to waste collectors or local bodies or any other person authorised by the local body for sustainability of solid waste management.
- (zh) stop land filling or dumping of mixed waste soon after the timeline as specified in rule 23 for setting up and operationalisation of sanitary landfill is over;
- (zi) allow only the non-usable, non-recyclable, non-biodegradable, non-combustible and non-reactive inert waste and pre-processing rejects and residues from waste processing facilities to go to sanitary landfill and the sanitary landfill sites shall meet the specifications as given in Schedule-I, however, every effort shall be made to recycle or reuse the rejects to achieve the desired objective of zero waste going to landfill;
- (zj) investigate and analyse all old open dumpsites and existing operational dumpsites for their potential of bio-mining and bio-remediation and wheresoever feasible, take necessary actions to bio-mine or bio-remediate the sites;
- (zk) in absence of the potential of bio-mining and bio-remediation of dumpsite, it shall be scientifically capped as per landfill capping norms to prevent further damage to the environment.
- 16. Duties of State Pollution Control Board or Pollution Control Committee.-** (1) The State Pollution Control Board or Pollution Control Committee shall,-
- (a) enforce these rules in their State through local bodies in their respective jurisdiction and review implementation of these rules at least twice a year in close coordination with concerned Directorate of Municipal Administration or Secretary-in-charge of State Urban Development Department;
 - (b) monitor environmental standards and adherence to conditions as specified under the Schedule I and Schedule II for waste processing and disposal sites;
 - (c) examine the proposal for authorisation and make such inquiries as deemed fit, after the receipt of the application for the same in Form I from the local body or any other agency authorised by the local body;

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- (3) The operator of the facility shall obtain necessary approvals from the State Pollution Control Board or Pollution Control Committee.
- (4) The State Pollution Control Board or Pollution Control Committee shall monitor the environment standards of the operation of the solid waste processing and treatment facilities.
- (5) The operator of the facility shall be responsible for the safe and environmentally sound operations of the solid waste processing and or treatment facilities as per the guidelines issued by the Central Pollution Control Board from time to time and the Manual on Municipal Solid Waste Management published by the Ministry of Urban Development and updated from time to time-
- (6) The operator of the solid waste processing and treatment facility shall submit annual report in Form III each year by 30th April to the State Pollution Control Board or Pollution Committee and concerned local body.

20. Criteria and actions to be taken for solid waste management in hilly areas.- In the hilly areas, the duties and responsibilities of the local authorities shall be the same as mentioned in rule 15 with additional clauses as under:

- (a) Construction of landfill on the hill shall be avoided. A transfer station at a suitable enclosed location shall be setup to collect residual waste from the processing facility and inert waste. A suitable land shall be identified in the plain areas down the hill within 25 kilometers for setting up sanitary landfill. The residual waste from the transfer station shall be disposed of at this sanitary landfill.
- (b) In case of non-availability of such land, efforts shall be made to set up regional sanitary landfill for the inert and residual waste.
- (c) Local body shall frame Bye-laws and prohibit citizen from littering wastes on the streets and give strict direction to the tourists not to dispose any waste such as paper, water bottles, liquor bottles, soft drink cans, tetra packs, any other plastic or paper waste on the streets or down the hills and instead direct to deposit such waste in the litter bins that shall be placed by the local body at all tourist destinations.
- (d) Local body shall arrange to convey the provisions of solid waste management under the bye-laws to all tourists visiting the hilly areas at the entry point in the town as well as through the hotels, guest houses or like where they stay and by putting suitable hoardings at tourist destinations.
- (e) Local body may levy solid waste management charge from the tourist at the entry point to make the solid waste management services sustainable.
- (f) The department in- charge of the allocation of land assignment shall identify and allot suitable space on the hills for setting up decentralised waste processing facilities. Local body shall set up such facilities. Step garden system may be adopted for optimum utilisation of hill space.

21. Criteria for waste to energy process.- (1) Non recyclable waste having calorific value of 1500 K/cal/kg or more shall not be disposed of on landfills and shall only be utilised for generating energy either or through refuse derived fuel or by giving away as feed stock for preparing refuse derived fuel.

- (2) High calorific wastes shall be used for co-processing in cement or thermal power plants.
- (3) The local body or an operator of facility or an agency designated by them proposing to set up waste to energy plant of more than five tones per day processing capacity shall submit an application in Form-I to the State Pollution Control Board or Pollution Control Committee, as the case may be, for authorisation.
- (4) The State Pollution Control Board or Pollution Control Committee, on receiving such application for setting up waste to energy facility, shall examine the same and grant permission within sixty days.

22. Time frame for implementation.- Necessary infrastructure for implementation of these rules shall be created by the local bodies and other concerned authorities, as the case may be, on their own, by directly or engaging agencies within the time frame specified below:

Sl. No.	Activity	Time limit from the date of notification of rules
(1)	(2)	(3)
1.	identification of suitable sites for setting up solid waste processing facilities	1 year

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2.	identification of suitable sites for setting up common regional sanitary landfill facilities for suitable clusters of local authorities under 0.5 million population and for setting up common regional sanitary landfill facilities or stand alone sanitary landfill facilities by all local authorities having a population of 0.5 million or more .	1 year
3.	procurement of suitable sites for setting up solid waste processing facility and sanitary landfill facilities	2 years
4.	enforcing waste generators to practice segregation of bio degradable, recyclable, combustible, sanitary waste domestic hazardous and inert solid wastes at source ,	2 years
5.	Ensure door to door collection of segregated waste and its transportation in covered vehicles to processing or disposal facilities.	2 years
6.	ensure separate storage, collection and transportation of construction and demolition wastes	2 years
7.	setting up solid waste processing facilities by all local bodies having 100000 or more population	2 years
8.	Setting up solid waste processing facilities by local bodies and census towns below 100000 population.	3 years
9.	setting up common or stand alone sanitary landfills by or for all local bodies having 0.5 million or more population for the disposal of only such residual wastes from the processing facilities as well as untreatable inert wastes as permitted under the Rules	3 years
10.	setting up common or regional sanitary landfills by all local bodies and census towns under 0.5 million population for the disposal of permitted waste under the rules	3years
11.	bio-remediation or capping of old and abandoned dump sites	5years

23. State Level Advisory Body. – (1) Every Department in-charge of local bodies of the concerned State Government or Union territory administration shall constitute a State Level Advisory Body within six months from the date of notification of these rules comprising the following members, namely:-

Sl. No	Designation	Member
(1)	(2)	(3)
1.	Secretary, Department of Urban Development or Local self government department of the State	Chairperson, ex-officio
2.	One representative of Panchayats or Rural development Department not below the rank of Joint Secretary to State Government	Member, ex-officio
3.	one representative of Revenue Department of State Government	Member, ex-officio
4.	One representative from Ministry of Environment, Forest and Climate Change Government of India	Member, ex-officio

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LAYERS OF GEO-SYNTHETIC MATERIALS AT BOTTOM :-

1mm thick HDPE liner (Temporary liner)
400 GSM Geo-textile
300mm thick Gravel drainage media
800 Gsm Geo-textile
1.5mm thick HDPE smooth liner
Geo-synthetic clay liner
500mm Compacted Good earth layer with 2% slope

LAYERS OF GEO SYNTHETIC MATERIALS AT SLOPE :-

1mm thick HDPE liner (Temporary)
Geo-textile (800 GSM)
5mm HDPE Geo-net
1.5mm thick HDPE textured liner
Geo-synthetic clay liner
800 GSM Geo-textile

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PURCHASE ORDER

ANNEXURE-"C"



Timarpur-Okhla Waste Management Company Limited 28, Shivaji Marg Ne

011-66463983 011-664639

82 www.towmcl.com

Tel No: 011-66463983 Fax:011-66463982

CIN : U37100DL2005PTC135146

10

Vendor:100995 Jayem Manufacturing Company C-99, Sector-4 Noida-Uttar Pradesh-201301 GST Reg No. 09AAFPD1949L1Z1	PO No : 4500004281 Date : 18.08.2015
Vendor's Detail Contact Person : J. L. Dhawan Phone No. : 0120-2530163 Email_Id : jldhawan.jayem@gmail.com	Buyer's Detail Contact Person : Sumit Kumar Thakur Phone No. : 9899100779 Email_Id : sumit.thakur@jindalecopolis.com

Billing Address: Timarpur-Okhla Waste Management Company Limited 28, Shivaji Marg Ne Old NDMC Compost Plant, Adjacent Okhla Sewage Plant (Gate No. 1) Mathura Road Okhla 110025 GST Reg No. : 07AACCT2592F1ZC	Consignee Address : TIMARPUR-OKHLA WASTE MANAGEMENT COMPANY LIMITED 28,SHIVAJI MARG NE Old NDMC Compost Plant, Adjacent Okhla Sewage Plant (Gate No. 1) Mathura Road Okhla 110025 GST Reg No. : 07AACCT2592F1ZC
--	--

Subject :
Reference : Reference to you final quote dated 01.08.2015 and subsequent discussions had with you.

Dear Sir, We are pleased to release the Purchase/Service/Work order on you for the following :-

S.No.	Item Code	Description	UOM	Qty	Rate	Value
1	100003650	Automatic Brick Plant Make: Jayem Scope of Supply and Technical Parameters as per Annexure 1 attached.	NOS	1.00	3454200.00	3454200.00

Applicable Tax: ED (12.5%) ND + CST 2% Ag Form C ND

Basic Amount (In Words) Thirty four lakh fifty four thousand two hundred rupees only.	Basic Amount	3,454,200.00
	Excise Duty @ 12.50%	431775.00
	CST @ 2.00% Against C Form	77719.50
Total Amount (In Words) Thirty nine lakh sixty three thousand six hundred ninety four rupees fifty paise only.	Total Amount (INR)	3,963,694.50

Price Basis : FOR Okhla Site
Payment Terms : As mentioned in terms & Conditions

For TIMARPUR-OKHLA WASTE MANAGEMENT COMPANY LIMITED

Prepared By _____ Checked By _____ Authorised Signatory _____
Page No.1 / 3

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Terms & Conditions:

Scope of supply and technical parameters:-
As per attached Annexure 1.

Design & Drawing:
Necessary design information & drawings including foundation/erection details/drawings to be provided by supplier after receipt of the Order.

Prices:-
Firm - Till the completion of supply/execution of order.

Payment Terms:-
15% advance against submission Advance Bank Guarantee of equivalent value, 65% against Performa Invoice on readiness of plant, after inspection by us but before dispatch, 10% immediately on installation of plant at our site duly certified by our EIC, balance 10% within 3 months after installation and successfully running of plant or same may be released on submission of Performance Bank Guarantee of equivalent value.

Taxes & Duties:
Excise Duty: Extra @ 12.5% of the basic value and included in aforementioned price.
CST: Extra @ 2% against form C on total amount (Basic + excise duty) as included in aforementioned price.

Delivery Period:
Within 6 Weeks from date of purchase order/advance payment whichever is earlier.

Freight & Insurance:
Inclusive in the order value. As prices are FOR Okhla Site, the supplier will arrange a reputed transporter for safe delivery of materials to site. Transit Insurance is in supplier's scope and its supplier's responsibility to ensure safe arrival of the materials up to our stores at site and in the event of any shortages/damages/breakages it shall be supplier's responsibility to compensate the loss and effect replacement of such shortages/damages if any, immediately.

Loading Charges:-
Inclusive in the order value.

Inspection:-
As per Engineer In-Charge at your works before dispatch.

Erection/Commissioning and installation:-
Erection/Commissioning and installation of the plant shall be done by supplier at our site free of cost.

Facilities to be provided by TOWMCPL:-
At the time of erection/commissioning/installation of plant, structure steel, Civil work, foundations at site, hydra cranes, labours, operators, first fill of lubricants, water & electricity, various consumables to be provided by us (TOWMCPL) to supplier free of cost.

Training:-
Training to our personnel shall be provided by M/s Jayem on free of cost basis at the time of installation and commissioning.

Contact Person:
Mr. Dheeraj Agrawal (+91 9540952305)

Packing & Forwarding:
Items covered under the scope of this PO shall be packed in suitable standard durable packing, generally used for such items to avoid any damage/pilferage/handling problem etc.
The packing shall be of sufficient strength to withstand rough handling during transit, storage at site and subsequent handling in the field. Packing shall be properly tagged, legibly and correctly so as to ensure safe arrival at their destination and to avoid the possibility of goods being lost or wrongly dispatched on account of faulty packing and faulty or illegible

Liquidated Damages:-
In case the delivery time LD will be applicable after 8 Weeks of placement of order the material under the scope of the Seller is exceeded for the reasons solely attributable to the Seller beyond the delivery schedule fixed by the Order or any extension thereof, with exception of the Force Majeure events and change of technical specifications or scope as agreed between the Parties hereto, Seller shall be liable for paying liquidated damages. LD shall be 0.1% of the balance portion of works week to a maximum of 5% of the balanced portion of works.

PO-011818/PUR-01/14 OF WASTE MANAGEMENT
COMPANY LIMITED 28, SHIVAJI MARG NE

"You are duly requested to return the duplicate copy of the purchase order duly signed & stamped on each page as a token of acceptance within three (3) days, otherwise shall be treated as deemed accepted by you".

In case Performance Guarantee Test parameters specified in the Technical Specifications are not achieved even after repeated attempts for the reasons solely attributable to the Seller; Seller shall be liable for payment of liquidated damages adequately stipulated in reference to the lower performance at that time. However, cumulative liquidated damages for such non-fulfillment of performance guarantee test parameters shall not exceed ten per cent (5%) of the Order Price. The liquidated damages shall be paid by direct bank transfer within 30 days from the date of receipt of Buyer's invoice. The cumulative amount of liquidated damages for delay in delivery and non-fulfillment of performance guarantee test parameters as per Articles shall be limited to a maximum of five percent (5 %) of the Order Price. Payments of the above liquidated damages shall constitute exclusive remedies for corresponding damages suffered by Buyer.

Warranty:-

Warranty against any failure due to defective materials or poor workman ship for a period of 12 months from the date of installation or 18 months from date of supply whichever is earlier. During the Warranty period if any defect is detected due to wrong design, poor workmanship or defective raw material, etc., Supplier shall replace the materials free of cost at our site, to our satisfaction within 10-12 days from the date of issue of our notice.

Visit to Workshop & Inspection:-

Inspection will be done by us at your works and our site. The quality, design features and workmanship of the equipment#s shall be strictly as per the specifications and as per standard engineering practices.

Inspection is only a precautionary measure taken by us and it will not absolve from its responsibilities regarding quality and performance of the items being supplied by you covered under the scope of this PO.

Standards:-

Except where otherwise specified or implied the manufacturing of items covered under the scope of this PO shall conform to the provisions of various Indian/International Standards

Termination:-

In the unforeseen circumstance, we may discontinue our purchase order. We shall serve you a prior notice on the same. In the event of termination on account of default by any reason attributable to you, we shall be entitled to claim from you, difference in costs and other damages sustained in the process.

Arbitration:-

All disputes arising here from shall be governed by and construed in accordance with Indian Laws and the parties to this Guarantee hereby submit to jurisdiction of courts in New Delhi, India only and parties shall submit to arbitration proceedings in accordance with the Indian Arbitration and Conciliation Act, 1996. Each party shall appoint an arbitrator and both the arbitrator shall appoint another arbitrator. The arbitrators shall be commercial men with knowledge and experience in the field of operations. The decision of the arbitrators shall be final and binding upon the parties. Venue of arbitration shall be New Delhi, India.

Limitation of Liability:-

No liability for any reasons whatsoever shall be assumed by the Parties unless expressly stated in the Purchase Order. Accordingly, the rights and remedies provided for under the Purchase Order are final and exclusive and shall not be modified, changed or amended by any law. For the defect and for non-performance, of the Equipment based on the basic data/basic engineering/detail engineering supplied by the Buyer, the same shall be modified /rectified by the Buyer based on the mutual discussions between the Buyer and the Seller. However, if such defects and/or non-performance is due to the faulty basic data/ basic engineering/detail engineering by the Seller, the Seller's liability shall be to the extent of correction of basic data/ basic engineering/detail engineering free of cost to the Buyer.

Notwithstanding any provision of the Purchase Order to the contrary, neither Party shall be liable to the other for any kind of special, incidental, indirect and/or consequential damages whatsoever, such as but not limited to loss of use, loss of profits, loss of production, irrespective of the legal basis for any such claim.

Notwithstanding any provision of the Purchase Order to the contrary, the Seller's cumulative- maximum liability under this Purchase Order arising out of any cause whatsoever including but not limited to warranty, rejection, replacement, etc. shall be limited to the Purchase Order price.

Governing Laws:-

This Work Order shall be governed by Indian Laws & Regulations & shall be subjected to courts of competent jurisdiction at Delhi, India only.

Order Acceptance:-

You are requested to return the duplicate copy of the Work Order duly signed & stamped on each page as a token of your confirmation of acceptance within three (3) days. Otherwise it will be treated as accepted.

**For TIMARPUR-OKHLA WASTE MANAGEMENT
COMPANY LIMITED 28,SHIVAJI MARG NE**

"You are duly requested to return the duplicate copy of the purchase order duly signed & stamped on each page as a token of acceptance within three (3) days, otherwise shall be treated as deemed accepted by you".

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**DINESHCHANDRA VAISHNODEVI
INFRA PVT LIMITED**



Infra Projects Developer
D-3, R.D. Apartment,
Sec-6, Plot No. 20, Dwarka,
New Delhi-110075

Letter No: DRAIPL/NHAI /DND-KMP/Pkg-II/1492

Date-20/10/2023

To,
Mr. Sandip Dutt,
Vice-President,
Timarpur-Okhla Waste Management Co. Ltd.

Subject: - Construction of Six Lane access-controlled Highway from Junction with Jaitpur- Pushta Road to Junction with Sector-62/65 dividing road on Faridabad -Ballabhgarh Bypass Section of NH-148NA (Design Ch. 9+000 to 33+000) including spur from Design Ch. 13+200 to Junction of Faridabad-Ballabhgarh Bypass with NH-19 near Badarpur Border in the state of Haryana under Bharatmala Pariyojana Hybrid Annuity Mode Pkg-II. Permission to supply Bottom ash at Construction site of Six-lane Access Controlled highway from NTPC Eco Park to Faridabad toll plaza -Reg.

Ref.: Your letter no. TWEPL/2023-24/3009 dated 30.09.2023.

Dear Sir,

We hereby give consent to supply the bottom ash at our project site location conforming the material as per specification for filling in embankment work.

Our representative **Mr. Hemant Sethi (7355754527)** shall be in coordination for dumping of material at site with your department.

Yours Faithfully,
For and on behalf of
Dineshchandra Vaishnodevi Infra Private Limited

Authorized Signatory

TRUE COPY