

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNL
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 570 OF 2024

IN THE MATTER OF:

New item titled A "Major fire breaks out at Bhagtanwala Dump Â" appearing in
The Tribune dated 11.05.2024

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NEXT D.O.H- 16.04.2026

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Filed by

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Place: New Delhi
Dated: 11.04.2026

IN THE NATIONAL GREEN TRIBUNL PRINCIPAL BENCH,

NEW DELHI

OA NO. 570/2024

IN THE MATTER OF:-

SUBJECT:- SUO MOTO CASE REGISTERED ON THE BASIS OF NEWS ITEM TITLED "MAJOR FIRE BREAKS OUT AT BHAGTANWALA DUMP" WHICH APPEARED IN THE "THE TRIBUNE" DATED 11.5.2024.

REPORT ON BEHALF OF COMMISSIONER, MUNICIPAL CORPORATION

AMRITSAR

It is submitted that following action has been taken by MC Amritsar for fulfilling the compliances of NationalGreen Tribunal

1. It is submitted that the work of the Bio remediation of legacy waste has been allotted to the M/s Ecostan Infra Private Limited on 1st August-2025.

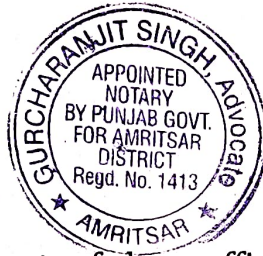


- It is submitted that MC Amritsar has signed the agreement for the work of bio remediation of legacy waste with M/s Ecostan Infra Private Limited on 6th August 2025.

3. It is submitted that the, M/s Ecostan Infra Private limited has submitted that the work of bio remediation and disposal of legacy waste will be completed up-to 31stOctober 2026.
4. It is submitted that, till 7th April-2026 M/s Ecostan Infra Private Limited has remediated and disposed off 4,79,315 MT of legacy waste and disposed of the aggregates produced after the remediation of the Bhagtanwala dumping site.
5. It is submitted that for processing and disposal of fresh waste, MC Amritsar has signed the concession agreement with M/s ASR. Smart city

Private Limited a SPV of M/s 3R Management Limited on 18th December -2026. The scope of work of M/s ASR Smart city Private Limited includes door to door collection and transportation of segregated waste and its processing and disposal **(The copy of the Agreement is attached along with as Annexure R-1).**

6. It is submitted that M/s ASR. Smart city Private Limited has submitted that the processing and disposal facility will be established and will be operational by June -2026.
7. It is submitted that after the establishment of waste processing and disposal facility all the daily generated waste will be processed and disposed off on daily basis.



DEPONENT

Verified at Amritsar that the contents of above affidavit are true and correct to the best of my knowledge and belief as per official record and nothing material has been concealed there from.

Attested as Identified

 GURCHARNJIT SINGH, Advocate
 Notary Dist. Courts, Amritsar Ph

DEPONENT

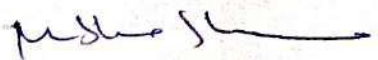
10 APR 2026

ANNEXURE R - 1

PART-II CONCESSION AGREEMENT

*Additional Commissioner
Municipal Corporation,
Amritsar*

For 3R MANAGEMENT LIMITED



DIRECTOR



CONCESSION AGREEMENT

FOR

DEVELOPMENT OF INTEGRATED

SOLID WASTE MANAGEMENT

(Collection, Transportation, Processing & Disposal)

FOR

MUNICIPAL CORPORATION

AMRITSAR

[Territory (2)]

THROUGH

PUBLIC PRIVATE PARTNERSHIP

*Additional Commissioner
Municipal Corporation,
Amritsar*

CONSTRUCTION MANAGEMENT LIMITED



DIRECTOR



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 Amritsar





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 Certificate Issued By : pbhmdrsu
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 Unique Doc. Reference : SUBIN-PBPB706050469623766698204X
 Purchased by : AMIT SHARMA
 Description of Document : Article 5(d) Agreement - if not otherwise provided for
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MUNICIPAL CORPORATION AMRITSAR
 Second Party : ASR SMARTCITY PRIVATE LIMITED
 Stamp Duty Paid By : ASR SMARTCITY PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)
 Social Infrastructure Cess(Rs.) : 0
 (Zero)
 Total Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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Additional Commissioner
Municipal Corporation,
Amritsar

For 3R MANAGEMENT LIMITED

DIRECTOR



PF 0015872695

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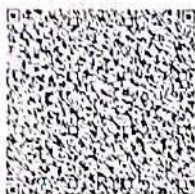
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 Description of Document : Article 5(d) Agreement - if not otherwise provided for
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MUNICIPAL CORPORATION AMRITSAR
 Second Party : ASR SMARTCITY PRIVATE LIMITED
 Stamp Duty Paid By : ASR SMARTCITY PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)
 Social Infrastructure Cess(Rs.) : 0
 (Zero)
 Total Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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Additional Commissioner
Municipal Corporation,
Amritsar

For 3R MANAGEMENT LIMITED

[Signature]
DIRECTOR



IPF 0015872696

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4. For any queries, please contact the Computer Authority.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (Agreement) is made on this 18th day of December, 2025 at Amritsar

BETWEEN

Municipal Corporation, Amritsar, a statutory body constituted under Punjab Municipal Corporation Act of year 1976, represented by Commissioner and having its offices at Municipal Corporation Amritsar, C Block, Ranjit Avenue, Amritsar, Punjab -143001 (hereinafter referred to as the "**Concessions Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **FIRST PART**;

AND

ASR. SMART CITY PRIVATE LIMITED (Subsidiary company of 3R Management Limited), a Company incorporated under the Companies Act, 1956/ 2013 and having its registered office at **SCO No. 119, 1st Floor, District Shopping Complex B-Block Ranjit Avenue Amritsar Punjab**, and Head office at **5F Vandana Building, 11-Tolstoy Marg New Delhi** (hereinafter referred to as "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**;

and the "**Concessions Authority**" and "**Concessionaire**" are collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS,

- a) By Seventy Fourth Amendment to the Constitution of India (with effect from 1st June 1993), Part IX-A was inserted which inter-alia introduced the concept of local self- governance by urban local bodies ("**ULBs**" or "**Municipalities/Deemed Municipalities**"). Article 243-W entrusted powers and responsibilities on the municipalities for performance of functions and implementation of schemes as may be entrusted to them including those in relation to the matters listed in the Twelfth Schedule of the Constitution of India. Public

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For 3R MANAGEMENT LIMITED



DIRECTOR



health, sanitation, conservancy and solid waste management have been provided as a few of the activities in Twelfth Schedule which are required to be undertaken by Municipalities.

- b) Ministry of Environment, Forest and Climate Change ("MoEFCC"), Government of India ("GoI") has formulated the Solid Waste Management Rules, 2016 ("SWM Rules"), which provide that every municipal authority shall within the administrative area of municipality, be responsible for implementation of SWM Rules and for any infrastructure development for collection, storage, segregation, transportation, processing and disposal of Municipal Solid Wastes ("SWM Services"). Accordingly, the Municipal Corporation Amritsar is required to perform obligatory duties within the provision of their respective Acts and also to provide SWM Services in accordance with SWM Rules and to protect the environment and public health of their citizens and public in general.
- c) The Project Area comprises the entire geographic area of Territory (2), as described in the Schedule I, within which the Concessionaire shall provide solid waste management services.. In order to achieve economies of scale and for better co-ordination and implementation of the SWM Services, the Concessioneing Authority will select and appoint a Concessionaire to develop the Project (as defined hereinafter), for enabling construction of an Integrated Solid Waste Management Facility, and perform, execute and implement the Project under and in accordance with the terms and provisions of this Agreement.
- d) The objective of the Project is to develop and implement a viable & environmentally sustainable MSW management system for the Municipal Corporation, Amritsar as a "model system". The Project would include door-to-door collection & transportation of waste from the waste generators, processing and disposal of MSW through waste processing facility on Design, Build, Finance, Operate and Transfer (DBFOT) basis under the Public Private Partnership (PPP) model.
- e) Accordingly, Concessioneing Authority had initiated a competitive bidding process through issue of RFP for the Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory -(2)] through Public Private Partnership.

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- f) After evaluation of the Bids received, the Authorized Representative had accepted the Bid of the **3R Management Limited consortium with M/s Suntan Life** and issued its Letter of Award No. H/617 dated 6/10/2025 (herein after called the "LOA") to the Selected Bidder requiring, inter-alia the formation of Concessionaire and execution of this Concession Agreement within 30 days of the date of Letter of Award.
- g) The Selected Bidder 3R Management Limited has since promoted and incorporated the M/s ASR SMARTCITY PRIVATE LIMITED (Concessionaire) as a Private Limited Company (Special Purpose Vehicle) under the Companies Act, 2013 and has requested the Authority vide letter dated [**] to accept the Concessionaire.
- h) By its letter dated [**], the Concessionaire has also joined the said request of the {Selected Bidder} to the Concessions Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of {Selected Bidder} under the LoA, including the obligations to enter into this Concession Agreement pursuant to LoA. The Concessionaire has further represented to the effect that it has been promoted by the {Selected Bidder} for the purposes hereof. The Concessions Authority has agreed to the said request of the Selected Bidder/the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis subject to and on the terms, conditions and covenants set forth hereinafter.
- i) The Concessions Authority entered into an agreement dated [**] to implement the said project.
- j) The obligations of the Concessions Authority of the said project are elaborated in the said agreement.

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1. Definitions and Interpretation

1.1. Definitions

In this Agreement, the following words and expressions shall have the meaning hereinafter respectively ascribed to them hereunder and shall have full force and effect in respect of the rights, duties, and obligations of the parties mentioned therein; and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules:

S.No.	Title	Definition
a.	Access Road	the motorable approach road for the access as detailed out in the Schedule 9.
b.	Accounting Year	Means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year. It is clarified that first accounting year shall be the period commencing from the COD and ending on the thirty-first day of March of the next calendar year.
c.	Additional Cost	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 in operation, management and implementation of the Project.

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d.	Adjusted Equity	<p>means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the 'Reference Date'), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI) applicable to 'All commodities' announced by Government of India, and for any Reference Date occurring:</p> <p>On or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Execution Date and the Reference Date.</p> <p>From COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.42% (zero point four two per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date.</p> <p>For the avoidance of doubt, the Adjusted equity shall,</p>
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		<p>in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date (or Termination Date if both dates differ); provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made.</p> <p>Note- 1 This number shall be substituted in each case by the figure arrived at upon dividing 100 by the number of months comprising the Concession Period. For example, the figure for a 15 year Concession Period shall be $100/15*12=0.555$ rounded off to two decimal points i.e., 0.55.</p>
e.	Agreement or Concession Agreement	means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement
f.	Applicable Laws	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Punjab, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Concession Agreement.
g.	Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Concession

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		Agreement.
h.	Appointed Date	means the date of signing of the Concession Agreement between the Concessionaire and the Concessing Authority.
i.	Arbitration Act	means the Arbitration and Conciliation Act, 1996, as amended and shall include modifications to or any re-enactment thereof, as may come in force from time to time
j.	Associate or Affiliate	means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise)
k.	Assured Quantity	Means 300 TPD ($\pm 20\%$) of MSW as agreed between Concessionaire and Concessing Authority
l.	Bank	Means a bank incorporated in India and having a minimum net worth of INR 1,000 Crore (Rupees one thousand crore) or any other bank acceptable to Lenders, but does not include a bank in which any Lender has an interest



m.	Bank Rate	means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of Section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect.
n.	Bid	means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposal in accordance with the provisions thereof.
o.	Bid Security	means the security provided by the Selected Bidder to the Authorized Representative along with the Bid as specified, in the Request for Proposal, and which is to remain in force until substituted by the Performance Security.
p.	Bio-medical Waste	shall have the meaning as defined under the Biomedical Waste Management Rules, 2016 and as amended thereto.
q.	CERs	Certified Emission Reduction as defined/notified by MoEFCC.
r.	Change In Law	means the occurrence of any of the following after the date of Bid having a direct impact on the revenues or costs of the project, as compared to a situation with no such Change in Law: <ul style="list-style-type: none"> a) the enactment of any new Indian law; or b) the repeal, modification or re-enactment of any existing Indian law; or c) the commencement of any Indian law which



		<p>has not entered into effect until the date of Bid; or</p> <p>d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid.</p> <p>(The expression "law" used in this definition shall include all the applicable acts and the rules, regulations, guidelines, circulars, notifications etc. issued thereunder.)</p>
s.	Change in Ownership	<p>means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the Consortium members, together with their Associates, in the total Equity to decline below 100% (one hundred percent) thereof during Construction Period and five years thereafter, provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its Bid, as the case may be.) in the proportion of the equity holding of any Consortium member to the total Equity, if it occurs prior to completion of a period of five years after COD, shall constitute Change in Ownership;</p>
t.	Clean Development	Clean Development Mechanism as defined/notified by MoEFCC.

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	Mechanism (CDM)	The Concessionaire will be responsible to plan and execute all steps in CDM development process (project structuring, documentation, registration, validation, verification and marketing) and will integrate mechanisms including end use of methane to maximize the CER (Certified Emission Rates) revenues accruing from the project. The Concessionaire will share CER revenue with Concessioneing Authority on 50:50 basis as per the Concession Agreement and will provide all CER accrual and sale related information with the Concessioneing Authority.
u.	“Commercial Operations Date” or “COD”	means the date when the Waste Processing Plant achieves commercial operations, pursuant to the provisions of the Concession Agreement;
v.	Completion Certificate	Shall have the meaning set forth in Article 16.2
w.	Composting	A controlled process involving microbial decomposition of organic matter
x.	Concession Agreement	Shall mean the agreement to be executed by the SPV with the Authority for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof
y.	Concessioneing Authority/ Authority/ ULB	Shall means the ‘Municipal Corporation Amritsar’
z.	Concessioneing Authority	means such person or persons as may be authorized in writing by the Concessioneing Authority to act on

	Representative	its behalf under this Agreement and shall include any person or persons authorized by the Concessioneing Authority to exercise any rights or perform and fulfill any obligations of the Concessioneing Authority under this Agreement
aa.	Concession Period	Shall mean the period of 3+3+2 (Three +Three +Two) (8) Years commencing from the date of the signing of concession agreement, which may be extended depending upon the technology used for establishment of waste processing facility. Such waste to CNG or waste to energy plant.
bb.	Concessionaire	Shall mean the SPV incorporated by the Selected Bidder to implement the Project and sign the Concession Agreement with the Authority.
cc.	Concessionaire Event of Default	Shall have the meaning set forth in Article 32.1
dd.	Conditions Precedent	Shall have the meaning set forth in Article 4.1
ee.	Construction & Demolition/C & D Waste	means Solid Waste, resulting from construction, modeling, remodeling, repair, renovation or demolition of structures or from land clearing activities or trenching or de-silting activities. "Structures" for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C& D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing

		debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing on-hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures
ff.	Construction Period	Shall mean the period beginning from the signing of the concession Agreement and ending on the COD of the processing facility.
gg.	Construction Plan	As defined in Article 9.3 of Schedule 9
hh.	Construction Requirements	Collectively construction requirements for the Processing Facility in line with minimum specifications given in the Background Documents and in the Schedule 9.
ii.	Construction Works	All works and things required to be constructed by the Concessionaire as part of the Project Facilities in accordance with this Agreement.
jj.	Contractor	means the entity or entities, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract, or any other agreement or a material contract for construction, operation and/or maintenance of the Project or matters incidental thereto (<i>excluding the Financing Agreements</i>).

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kk.	Cure Period	<p>the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:</p> <p>a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice.</p> <p>b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Concessioneing Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Concessioneing Authority or the Independent Engineer to accord their approval</p>
ll.	Daily Reports	Shall constitute the reports to be submitted daily as Defined in the Schedule 15.1.1
mm.	Damages	Shall have the meaning set forth in Sub-Article 4.5 & 4.6
nn.	Debt Due	<p>Means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>a) the principal amount of the debt provided by</p>

the Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date.

- b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-Article (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to the Concessioneing Authority's Event of Default; and
- c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost; provided that if all or any part of the Debt Due is convertible into Equity at the option of Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal there of shall be dealt with as if such conversion had not been undertaken


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oo.	Debt Service	means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Lenders under the Financing Agreements
pp.	Department	Shall means the Department of Local Government, Punjab
qq.	Development Period	Means the period from the date of this Agreement
rr.	Dispute	Shall have the meaning set forth in Article 38.1
ss.	Dispute Resolution Procedure	Means the procedure for resolution of Disputes set forth in Article 38
tt.	Divestment Requirements	Means the obligations of the Concessionaire for and in Respect of Termination as set forth in Article 32.1
uu.	Document or Documentation	Means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form
vv.	Drawings	Means all of the drawings, calculations and documents thereof Pertaining to the Project
ww.	Encumbrances	means, in relation to the Project, any encumbrances 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 any designation of loss



		payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable here in but excluding utilities
xx.	EPC Contract	means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project in accordance with the provisions of this Agreement
yy.	EPC Contractor	Means the entity with whom the Concessionaire Entered into an EPC Contract
zz.	Equity	means the sum expressed in Indian Rupees representing the paid-up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component
aaa.	Event of Default	Shall have the meaning ascribed thereto in Article 31.1.
bbb.	Excluded Waste	Waste material of the nature that the Project Facilities are not designed or authorized to receive, manage, process and dispose which includes Industrial Waste, Treated Bio-medical waste, E-Waste, Construction & Demolition Waste

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ccc.	Execution Date	The date of signing of the Concession Agreement
ddd.	Financial Close	means the fulfillment of all condition's precedent to the initial availability of funds under the Financing Agreements
eee.	Financial Default	Shall have the meaning set forth in Schedule 18
fff.	Financial Model	means the financial model adopted by Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein
ggg.	Financial Package	means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt and Equity Support, if any
hhh.	Financing Agreements	means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non- convertible debenture and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance



		with Article 5.2.2
iii.	Force Majeure or Force Majeure Event	Shall have the meaning ascribed to it in Article 28.1
jjj.	Good Industry Practice	means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical, sustainable and efficient manner
kkk.	Government Agency	Gol, the State Government, the Concessioneing Authority or any governmental department, commission, board, body, bureau, agency, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over Concessionaire, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Concessionaire under or pursuant to this Agreement.
III.	Government	means any department, division or sub-division of the Government of India or the State Government and

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	Instrumentality	includes any commission, board, Concessioning Authority, agency or municipal or statutory body including Panchayat under the control of the Government of India or State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement
mmm.	Hand Over of Project Facilities	Shall have the meaning as cribbed there to in Article 22
nnn.	Hazardous Waste	Shall have the meaning as defined under the Hazardous Wastes Management Rules, 2016 as revised from time to time
ooo.	Indemnified Party	Means the Party entitled to the benefit of an indemnity pursuant to Article 36
ppp.	Indemnifying Party	Means the Party obligated to indemnify the other party pursuant to Article 36
qqq.	Independent Engineer	Shall have the meaning ascribed thereto in Article 13
rrr.	Indirect Political Event	Shall have the meaning set forth in Article 28.3
sss.	Inspection Report	As defined in the Schedule 16
ttt.	Insurance Cover	means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 27. and includes all insurances required to be taken out by the Concessionaire but not actually taken. and when used in the context of any

		act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event
uuu.	Intellectual Property	shall mean all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
vuv.	Land Lease Agreement	Shall mean the agreement referred to set out in Schedule 19.
www.	Lenders	means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold pari-passu charge on the assets, rights, title and interests of the Concessionaire
xxx.	Lender's Representative	means the person duly authorized by the Lenders to act for and on behalf of the Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes



yyy.	Material Adverse Effect	means a material adverse effect of any act or event on the ability of any Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to any Party
zzz.	Material Breach	a breach by any 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
aaaa.	Minimum Assured Quantity	80% of the project capacity.
bbbb.	Monitoring Agency	Any agency authorized by the Concessioneing Authority to monitor progress or adherence to construction or Operations & Maintenance requirements. This includes the Independent Engineer.
cccc.	Monthly Reports	shall constitute the reports to be submitted monthly as defined in the Schedule 15.1.2
dddd.	MSW or Municipal Solid Waste or Waste or Solid Waste	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016
eeee.	Nominated Company	Means a company selected by the Lenders Representative and proposed to the Concessioneing Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement

fff.	Non-Political Event	Shall have the meaning set forth in Article 28.2
gggg.	O&M	Means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services and facilities in accordance with the provisions of this Agreement, set forth in Article 14.3
hhhh.	O&M Expenses	means expenses incurred by the Concessionaire or by the Concessioneing Authority, as the case may be, for all O&M including. <ul style="list-style-type: none"> a) cost of salaries and other compensation to employees, b) cost of materials, supplies, utilities and other services, c) premium for insurance, d) all taxes, duties, cess and fees due and payable for O&M, e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M, and g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement
iii.	O&M Inspection Report	Shall have the meaning set forth in Article 19.2
iiij.	O&M Plan	shall mean the plan referred to in Schedule 10, Article-10.2

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kkkk.	O&M Requirements	The requirements as to operation and maintenance of the Project Facilities set forth in the Schedule 10
llll.	Obligated Quantity	120% of the project capacity.
mmmm	Operation & Maintenance manual or O&M Manual	Shall have the meaning ascribed to it in Article 19.2
nnnn.	Operation Period	Means the period commencing from COD and ending on the Project Transfer Date.
oooo.	Organic Waste	The type of Waste which is biodegradable.
pppp.	Panel of Chartered Accountants	Shall have the meaning set forth in Article 25.2.1
qqqq.	Parties	Means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually
rrrr.	Performance Security	Shall have the meaning set forth in Article 9.1
ssss.	Performance Standards	Standards of operations as defined in the Schedule 12, Article 12.1
tttt.	Performance Standards and Damages	Standards of operations as defined in the Schedule 12, Article 12.2

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uuuu.	Plant	The apparatus and machinery for carrying on the activities required for the Project, fixed or movable, but excluding consumables and premises
vvvv.	Post Concession Period	means the 2 years' time period commencing from the expiry of the Concession Period; for taking up the Post Closure Activities.
wwww.	Preliminary Notice	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
xxxx.	Processing	Processing of MSW by which it is transformed into new or recycled products by using processes such as composting, bio methanation, RDF or any other Proposed Technology in accordance to the standards set forth in the Background Documents, SWM Rules 2016, NGT orders and Applicable Law
yyyy.	Processing Facility	the facilities established for processing of MSW in accordance with the Background Documents and this Agreement.
zzzz.	Processing Weighbridge	Weighbridge installed at the entrance of the Processing Facility(s)
aaaaa.	Project	Means the Integrated Solid Waste Management Project (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)], as per terms and conditions of the Concession Agreement.

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bbbbb.	Project Area	shall mean and refer to the entire geographic area of Territory (2) under Municipal Corporation Amritsar within which the Concessionaire shall provide solid waste management services
cccc.	Project Agreements	means this Agreement, the Financing Agreements, EPC Contract, and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Substitution Agreement.
ddddd.	Project Assets	<p>means all physical and other assets relating to and forming part of the Site including.</p> <p>(a) rights over the Site in the form of Lease, Right of Way or otherwise.</p> <p>(b) tangible assets such as civil works and equipment including foundations, roads and pavements, drainage works, electrical systems, communication systems and administrative offices;</p> <p>(c) Project Facilities situated on the Site;</p> <p>(d) all rights of the Concessionaire under the Project Agreements;</p> <p>(e) financial assets, such as receivables, security deposits etc.;</p> <p>(f) insurance proceeds; and</p> <p>(g) Applicable Permits and authorizations relating to or in respect of the Project</p>

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eeeee.	Project Completion Schedule	means the progressive Project Milestones set forth in Schedule 5 for completion of the Project on or before the Scheduled Completion Date
fffff.	Project Facilities	Means all the amenities and facilities, (a) the Site (b) Door to door collection & Transportation (c) Waste Processing Facilities
ggggg.	Project Milestones	Means the project milestones set forth in Schedule 5
hhhhh.	Proposed Technology	Shall have the meaning set forth in Article 2.1
iiii.	Provisional Certificate	Shall have the meaning set forth in Article 16.3
jjjj.	Punch List	Shall have the meaning ascribed to it in Article 16.4
kkkkk.	RBI	means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, and its successors
lllll.	RDF	the solid fuel in the form of fluff or pellets/ briquettes that is produced by drying and separation of combustible fractions from the MSW meeting the requirements of the boiler to generate electricity.
mmmm.	Rs., or Rupees or Indian Rupees or INR .	Means the lawful currency of the Republic of India

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nnnn.	Readiness Certificate	the certificate issued by Independent Engineer certifying, inter-alia, that Concessionaire has constructed all the facilities so as to enable Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] and the Concessionaire has obtained all approval necessary to receive the Municipal Solid Waste supplied by the Concessionsing Authority
oooo.	Reference Exchange Rate	means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted by a Scheduled Bank
pppp.	Request for Proposals or RFP	Request for Proposal document issued by the Authority for the Project.
qqqq.	Residual Inert Matter	The waste matter obtained after Processing of the MSW by each of the relevant Processing Facilities
rrrr.	Safety Requirements	Shall have the meaning set forth in Article-20.1
ssss.	Scheduled COD	As defined in Schedule 5
tttt.	Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the Authority for the Project
uuuu.	Scope of the Project	Shall have the meaning set forth in Article 2.1
vvvv.	Scheduled	Shall mean that date mentioned for completion of



	Completion Date	Construction Work in schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule 5;
wwwwww	Site or Project Site	As detailed in the Schedule 1
xxxxx.	SPCB/ PCC	State Pollution Control Board / Pollution Control Committee
yyyyy.	Specifications and Standards	means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by the Concessioning Authority.
zzzzz.	SPV or Special Purpose Vehicle	Shall mean the company under the Companies Act, 2013, incorporated by the Selected Bidder for discharging its obligations with respect to the Projects in terms of the Concession Agreement
aaaaaa.	State	Means the State of Punjab.
bbbbbb.	Statutory Auditors	means a chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956/ 2013 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Article 25.2
cccccc.	Subordinated Debt	Means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the



		<p>case may be, outstanding as on the Transfer Date:</p> <p>a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Lenders; and all accrued interest on the debt referred to in Sub-Article (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five percent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month SOFR (Secured Overnight Financing rates) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date; provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken</p>
dddddd.	Substitution Agreement	Shall have the meaning set forth in Article 12.3
eeeeee.	Suspension	Shall have the meaning set forth in Article 30.1
ffffff.	SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)

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gggggg.	Taxes	Means any Indian taxes including, customs duties, Goods and Service Tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project. charged, levied or imposed by any Government. Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income
hhhhhh.	Termination	means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
iiiiii.	Termination Date	The date specified in the Termination Notice as the date on which Termination occurs/comes into effect
jjjjjj.	Termination Notice	means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement
kkkkkk.	Termination Payment	means the amount payable by defaulting party to non-defaulting party upon Termination of the Concession Agreement and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the

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		<p>amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment.</p> <p>For the avoidance of doubt, it is agreed that within a period of 120 (one hundred and twenty) days from COD, the Concessionaire shall notify to the Concessioneing Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Concessioneing Authority , Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost</p>
IIIIII.	Territory (2)	<p>Means the Following 44 Wards of Municipal Corporation Amritsar:</p> <ul style="list-style-type: none"> • East Zone : Ward 20-32, 43-47 • West Zone : Ward 1,2, 64,65, 77, 80- 83, 85 • North Zone: 4,6-19, 51 • Total 44 Wards
mmmm	Tests	Means the tests set forth in Schedule 7 to determine the Completion of the Project in accordance with the provisions of this Agreement
nnnnnn.	Total Project Cost	means the actual capital cost of the Project upon completion of the Project. In case of VGF funding,

		the total project cost shall include grant.
oooooo.	Transfer Date	means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice
pppppp.	Tipping/ Processing Fee	Shall mean the amount payable by the Authority to the Concessionaire for the Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) for Municipal Corporation Amritsar [Territory (2)]
qqqqqq.	User Charges/ User Fee	Shall mean a fee notified by the Government of Punjab and the ULB from time to time on the Waste Generator in the Project Area
rrrrrr.	Vacant Possession	delivery to Concessionaire of the Site free from all Encumbrances and the grant of all easement rights and all other rights appurtenant thereto subject to and in accordance with the Land Lease Agreement.
ssssss.	Vesting Certificate	Shall have the meaning set forth in Article 32.4
tttttt.	Waste Generator	Shall mean an entity such as households, commercial establishments, bulk waste generators, and other waste-generating entities within the Project Area.
uuuuuu.	Waste Reports	Shall have the meaning ascribed in the Schedule 15.



1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- 1.2.1. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
- 1.2.2. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- 1.2.3. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.
- 1.2.4. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- 1.2.5. the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by—without limitation or—but not limited to whether or not they are followed by such phrases.
- 1.2.6. references to—construction or—building include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and construct or—build shall be construed accordingly.
- 1.2.7. references to—development include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation, and other activities incidental thereto, and—develop shall be construed accordingly.
- 1.2.8. any reference to any period of time shall mean a reference to that according to Indian Standard Time.
- 1.2.9. any reference today shall mean a reference to a calendar day;



- 1.2.10. references to a —business day shall be construed as a reference to a day (other than a Sunday) on which banks in the state are generally open for business.
- 1.2.11. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar.
- 1.2.12. references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement.
- 1.2.13. 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; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.
- 1.2.14. the words in singular shall include plural and vice versa.
- 1.2.15. references to any gender shall include the other and the neutral gender.
- 1.2.16. lakh means a hundred thousand (100,000 and —crore means ten million (10,000,000).
- 1.2.17. indebtedness shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.
- 1.2.18. references to the —winding-up, —dissolution, —insolvency, or —reorganization of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.19. save and except as otherwise provided in this Agreement, 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; provided that this Sub- Article shall not operate so as to increase liabilities or obligations of the Concessing Authority hereunder or pursuant hereto in any manner whatsoever;
- 1.2.20. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in

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writing under the hand of a duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise.

- 1.2.21. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 1.2.22. references to Recitals, Articles, Articles, Sub-Articles or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Articles, Sub-Articles and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears.
- 1.2.23. 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 (the—Damages); and
- 1.2.24. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.25. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Concessions Authority and/or the Independent Engineer shall be provided free of cost and in three copies, and if the Concessions Authority and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.26. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.27. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Articles Act 1897 shall not apply.

1.3. **Measurements and arithmetic conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

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1.4. Priority of agreements, Articles and schedules

1.4.1. This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) This Agreement; and
- b) All other agreements and documents forming part hereof or referred to herein, i.e., the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2. Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles.
- b) between the Articles of this Agreement and the Schedules, the Articles shall prevail and between Schedules and Annexes, the Schedules shall prevail.
- c) between any two Schedules, the Schedule relevant to the issue shall prevail.
- d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail.
- e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.


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2. Scope of the Project

2.1. Scope of the Project

The scope of the Project shall mean and include, during the Concession Period Design, Build, Finance, Operate and Transfer (DBFOT) of facilities and infrastructure:

- i. The Concessionaire shall be responsible for door-to-door collection of waste in segregated manner from all waste generators i.e., households, commercial establishments, bulk waste generators, and other waste-generating entities within the territory. The Concessionaire shall be responsible for segregating the waste at the source/source point (i.e., at the time of collection from the Waste Generators) and ensuring that the segregated waste is placed in the respective compartments of the collection vehicle designated for different types of waste.
- ii. The Concessionaire shall deploy adequate numbers of covered vehicles, including but not limited to mini tippers, compactors, trolleys, and e-rickshaws, with separate compartments for each waste stream.
- iii. Concessionaire shall implement IT-enabled collection and transportation system by deploying handheld GPS-enabled devices for waste collectors, pasting QR codes on each waste generator of the Territory-I and scanning QR codes for ensuring waste collection.
- iv. The Concessionaire shall ensure that vehicles used for collection and transportation of waste are covered and compartmentalized to prevent waste mixing and spillage, meet pollution and safety standards, operated by trained personnel and GPS tracking systems are installed in all vehicles.
- v. The Concessionaire shall ensure zero open dumping of waste and no garbage vulnerable points (GVPs) across the territory, establish regular monitoring and supervision mechanisms to prevent open dumping and be responsible for the collection, transportation, and safe disposal of sanitary waste, domestic hazardous waste, drain silt, and road sweeping waste.
- vi. The Concessionaire shall collect waste from Bulk Waste Generators (BWG) in accordance with their specified preference, which may include collection of either the entire waste stream or dry waste only, as determined by the BWG. Adherence to the Bulk Waste Management Rules is mandatory. The commercial terms between the BWG and the Concessionaire shall be established mutually. The Minimum user charges shall be guided by the UCC published by the MCA.

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Wet waste processing the BWG and Concessionaire may arrive at mutual agreement. The Municipal Corporation Amritsar shall be responsible for enforcement of the BWG Management Rules.

- vii. The Concessionaire shall carryout all necessary studies, survey for assessment of site conditions for site development and construction of waste processing facility(s). The Concessionaire shall prepare Technical Feasibility Report (TFR) for setting up of waste processing facility(s).
- viii. The Concessionaire shall design, build, operate and maintain the waste processing facility(s) as per SWM Rules, 2016 and other applicable laws;
- ix. The Concessionaire shall set up all necessary infrastructures including plant, building, machinery, temporary storage shed, and other necessary utilities as required.
- x. The Concessionaire shall install a fully electronic, tamper-proof, automatic weighbridge system at the waste processing facility(s). The weighing system shall be integrated with an online backup server for real-time data storage. The data shall be automatically recorded and made available to Concessioning Authority upon request.
- xi. Weighing shall be conducted for the daily incoming waste which is going to be processed and by products before going out of the waste processing facility(s) for selling/disposal.
- xii. The Concessionaire shall be responsible for processing and disposing of the daily waste in accordance with applicable laws and regulations, utilizing its chosen methods and technologies, which may include decentralized or centralized processing, for the entire duration of the Concession Period.
- xiii. The method and technology adopted by the Concessionaire to process and dispose the waste shall follow all applicable standards as per prevailing regulations of CPCB, SPCB and SWM Rules 2016 and as amended thereof.
- xiv. The Authority shall provide appropriate land, for the establishment of processing facility, parking of vehicles and construction and operation of transfer station at mutually agreed terms and conditions by the both parties.
- xv. The Concessionaire shall comply with proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used or incorporated in the Project.
- xvi. The Concessionaire shall obtain all necessary statutory clearances/permissions.

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- xvii. The Concessionaire shall ensure that the work have to be executed in accordance with the drawings (prepared by Concessionaire) and approved by the competent authority and shall have to meet high standards of workmanship, safety and security.
- xviii. The Concessionaire shall ensure that the waste processing facility(s) commences within three (3) months from the date of signing of the Concession Agreement and is fully operational within six (6) months from the said date. During the aforementioned period, the Concessionaire shall submit monthly progress reports to the Concessioning Authority, detailing the progress made towards achieving the operational milestones. In case the delay is happening due to any permission, applicable permits or conditions beyond the control of Concessionaire, the same period shall be added to the completion time, provided the prior information is provided. The time shall be counted from the date of getting the essential permission for establishment of the said processing facilities. The list of permissions related to the plant shall be provided by the Concessionaire to the Authority. The Authority shall endeavor to get the permissions fast tracked wherever possible in the interest of the City.
- xix. The Concessionaire shall sell/dispose of all by-products derived from the processing of Municipal Solid Waste (MSW).
- xx. The Concessionaire shall market and sell recyclable materials recovered from the waste processing facility(s), in compliance with applicable laws and regulations.
- xxi. The Concessionaire shall be responsible for treating and disposing of the leachate generated from the waste processing facility(s) in accordance with applicable environmental laws, regulations, and standards.
- xxii. The Concessionaire shall make its own arrangements for the disposal of post-processing rejects/inert materials/residues at the location provided by the Concessioning authority and ensure that such inert waste is disposed of in an environmentally safe and responsible manner. The SLF is not in the current scope of the Concessionaire.
- xxiii. The Concessionaire shall be responsible for and bear all penalties and levies arising from non-compliance with applicable laws and regulations on their default during the Concession Period.


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- xxiv. The Concessionaire shall establish and maintain a Grievance Redressal Cell & Command Centre within the designated territory and provide a toll-free number for complaint/grievance redressal.
- xxv. The Concessionaire shall maintain a register / records of all grievances received, along with details of the actions taken and resolutions provided.
- xxvi. The Concessionaire shall collect user charges from all waste generators i.e., households, commercial establishments and other waste generators within the territory, as per rates fixed by the Municipal Corporation Amritsar.
- xxvii. The collected user charges shall be the property of the Concessionaire.
- xxviii. The Concessionaire shall maintain daily records (digital inventory management system for each segregated waste fraction) of quantum of incoming, processed waste, rejects, products in the formats approved by Independent Engineer /Authority. The monthly report shall be submitted by the Concessionaire to the Independent Engineer/Authority.
- xxix. The Concessionaire shall conduct capacity building workshops and awareness campaigns for source segregation of waste in the Project Area in association with the Authority.
- xxx. The Concessionaire shall be responsible for water and electricity required to be consumed during the period of construction and O&M of the waste processing facility(s).
- xxxi. The Concessionaire shall prevent odour generation, prevent off-site migration of gaseous emissions nearby waste generators and project site. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations, SWM rules 2016 and other applicable laws/rules.
- xxxii. The Concessionaire shall endeavor & ensure running of the system for at least 330 days in a year during which the processing of Municipal Solid Waste (MSW) shall not be stopped for the reasons other than mentioned below: -
- xxxiii. Any Power shutdown.
- xxxiv. Any Electrical breakdown.
- xxxv. Due to any other reasons specified by the ULB
- xxxvi. Even in the cases mentioned above, the restoration of the system should be done with least interruption.

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- xxxvii. The Construction and manufacturing defects during the concession period shall be attended by the Concessionaire at his own cost.
- xxxviii. Tools and tackles required for operation and maintenance should be provided by the Concessionaire.
- xxxix. Tightening of foundation bolts, checking of oil, lubricating, greasing, preventing leakage, cleaning the equipment every day or as required should be ensured.
- xl. The Concessionaire is expected to employ reserve operators in performance of contract consequent to labor regulations/statute on working of personnel on National Holidays etc., and also on any day when operator(s) is/are absent from duty.
- xli. The operating personnel shall have thorough knowledge of safety precautions during emergency cases and also be conversant with the rules/regulations, IE Act/ Rules and Indian Factory Act/Rules.
- xlii. The Concessionaire shall provide a Notice Board on which the precautions to be taken by operation and maintenance staff have to be exhibited.
- xlili. A daily record should be maintained for any further inspection.
- xliv. Daily charts of the personnel are to be displayed in the premises. The IE/Authority can inspect the attendance on the basis daily charts.
- xlv. The Concessionaire shall erect at least (1) signboard with details (capacity, contact details and signage) about the waste processing facility(s) in local language, Hindi and English of a size not less than 2 ft. by 4 ft. each, adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.
- xlvi. The Concessionaire shall display layout at the entrance and indicate warning signs in the waste processing facility(s).
- xlvii. The Concessionaire shall also set up a board displaying the air quality parameters at the waste processing facility(s).
- xlviii. The workers involved in MSW handling shall be provided with gloves, masks, uniforms, aprons, and other Personal Protective Equipment (PPE).
- xlix. The Concessionaire shall submit regular monthly reports on waste collection, transportation, vehicle movement, user charges collection, processing, and disposal.
- l. The Concessionaire shall, at its own cost, install and maintain CCTV cameras at the waste processing facility(s), at locations designated by the Authority. The Concessionaire shall provide real-time live feed from such CCTV cameras to the

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Authority, for monitoring purposes. The Concessionaire shall also maintain a backup of the CCTV footage for a minimum period of six (6) months.

- ii. The Concessionaire shall adopt digital Management Information Systems (MIS) and dashboard systems, as well as advanced AI systems, to track operations in real-time.
- iii. The Concessionaire shall develop an app to track and monitor the work, allowing both the Concessionaire and the Authority to monitor progress.
- iiii. The Concessionaire shall deploy a patrol team to monitor waste collection, drain silt/road sweeping waste lifting, and GVP removal. The team details should be shared with the Authority, and they will conduct daily patrols in Territory-1.
- liv. Any other activity which the government may by Act declare/notify to be undertaken for SWM.
- lv. The scope of the Project shall also include any and all other activities that are ancillary to the above-mentioned scope of the Project.
- lvi. C&D waste shall be collected by the Concessionaire at the minimum specified cost by the MCA as per the standard User charges. The Concessionaire is hereby authorized to adhere and implement the C&D waste management rules 2025. The list of defaulters shall be provided by the Concessionaire for further action and enforcement.

2.2. Processing Technology

The Concessioneing Authority desires that its MSW management system shall be a model system for the State of Punjab, which would include door-to-door collection & transportation of waste in segregated manner from all waste generators and designing, building, operation & maintenance of Waste Processing Facility(s) to process & dispose the MSW have maximum recycling and recovery, and create public awareness. Without prejudice to the generality of the foregoing, Concessionaire shall develop the Project Facilities using technology or technologies that it had proposed in its Bid to the RFP, adhering to Solid Waste Management Rules, 2016 and in accordance with terms of this Agreement and Applicable Law (the Proposed Technology) which ensures:

- a) The bio-degradable and recyclable content of the MSW is separated through a suitable Material Recovery Facility (MRF).
- b) Windrow Composting, CBG or any other suitable technology is used for Processing of the bio-degradable content of the MSW.

- c) Shall ensure that Inert/Residual Waste of the MSW received at the Processing Facility(s) is disposed of in an environmentally safe and responsible manner.

Shall ensure the processing of BWG and the C&D waste as per the rules and regulations independently and prepare defaulters list for MCA for enforcement.

2.3. Dry Waste Processing Facility(s)

The Concessionaire shall develop the Pre- processing / MRF facility(s) with all associated project facilities to process Municipal Solid Waste (MSW) with an aggregate capacity of minimum **110 TPD**. The Concessionaire shall consider following criteria for technology selection for designing of project:

- a) 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. However, every effort shall be made to recycle or reuse the rejects to achieve the desired objective of minimizing the waste going to sanitary landfill.
- b) Ensure that all the facilities are designed and constructed to meet the present requirements. If needed, the Concessionaire can go ahead to scale up/ expand the Project facility to meet the requirements of handling future increase in waste generation over the concession period with the consent of the Concessions Authority on the same project site.
- c) Obtain all the pre-project approvals, clearances for the project from various statutory bodies which may be required to establish and operate the facility with all approvals and renewals as required during the concession period at Concessionaire's own cost. Concessions Authority shall facilitate concessionaire for obtaining such approvals.
- d) Make all arrangement for all the Utilities like water, electricity etc. at his own cost. Concessions Authority will provide the location from where the same can be drawn. All applicable charges and taxes shall be paid by the Concessionaire.
- e) Carry out necessary activities for evacuation, selling, disposal of end products from the proposed facility.

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2.4. Wet Waste Processing Facility(s)

The Concessionaire shall develop the facility(s) of Windrow Composting or CBG or any other suitable technology with an aggregate capacity of **minimum 150TPD** comprising of the following basic requirements:

- a) The segregated wet biodegradable organic fraction of the waste shall be sent as feed sent to the wet waste processing facility.
- b) Limit the emissions and discharges from the facility and limit the parameters well within the stipulated norms by Central Pollution control Committee (CPCB) or the State Pollution Control Board (SPCB).
- c) Obtain all the pre-project approvals, clearances for the project from various statutory bodies which may be required to establish and operate the facility with all approvals and renewals as required during the concession period at concessionaire's own cost. Concessioning Authority shall facilitate concessionaire for obtaining such approvals

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3. Grant of Concession

3.1. The Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Concessions Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to design, build, finance, construct, operate and maintain the Project (the "Concession") for a period as provided in Article 3.3, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2. Rights Associated with the Grant of Concession

Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

- a) perform and fulfill all of the Concessionaire's obligations under and in accordance with this Agreement;
- b) the Right of Way, access and license rights to use the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
- c) to design, engineer, finance, procure, construct, install, commission, operate and maintain each of the Project Facilities either itself or through such person as may be selected by it;
- d) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- e) upon achieving COD of the Project Facilities, to manage, operate and maintain the same either itself or through such person as may be selected by it, provided that the ultimate obligation and responsibility for the performance of this agreement shall continue to vest with the Concessionaire;
- f) to transfer the Project Facilities to the Concessions Authority at the end of the Concession Period or on Termination, in accordance with the provisions of this Agreement;

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- g) to borrow or raise money or funding required for the due implementation of the Project and mortgage, charge or create lien or encumbrance on the whole or part of the Project Facilities except the Site;
- h) to door-to-door collection & transportation of waste in segregated manner from all waste generators, process and dispose entire Municipal Solid Waste from the Project Area during the Concession Period;
- i) to process MSW at the Plant, produce RDF from dry waste processing facility(s), produce Compost or CBG from wet waste processing facility(s) and dispose the process remains and inert waste as per provisions of this Agreement, Solid Waste Management Rules, 2016 and Applicable Law;
- j) to, in accordance with the Applicable Law, store, use appropriate, market and sell or dispose all the components/ products of the MSW, including but not limited to, RDF, compost, CBG and to further retain and appropriate any revenues generated from the sale of such products/ end-products;
- k) to obtain the utilities required for enabling the construction of the Project Facilities;
- l) exclusively hold, possess, and control the Site, in accordance with the terms of the Concession Agreement for the purposes of the due implementation of this Project, including UCC, service to the BWG at their own terms and implementation of BWG Rules;
- m) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof; without permission of the Concessing Authority.

3.3. Concession Period

3.3.1 The Concession hereby granted is for a period of 3+3+2 (Three + Three + Two) years from the Execution Date during which the Concessionaire is authorized and obliged to implement the Project and to provide Project Facilities and Services as per Scope of work in accordance with the provisions hereof.

Provided that: -

- a) in the event of the Concession being extended by the Concessing Authority beyond the said period of 8 (Eight) years in accordance with the provisions of this Agreement, the Concession Period shall include the period by which the Concession is so extended, and

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3.4. Extension of Concession Period

Without prejudice to any extension of the Concession Period to which the Concessionaire might otherwise be entitled pursuant to the terms of this Agreement, the Concession Period may be extended up to adequate time frame by mutual agreement of the parties upon such terms as may be agreed between the Concessing Authority and the Concessionaire in the light of the continuing feasibility of the Project, the rate of return to both the Authority and the Concessionaire, and the interests of the users and the Company's shareholders. Where the Concessionaire wishes to extend the Concession Period, it shall submit a request to the Authority with a prior written notice minimum of 30 months before expiration of this Agreement and the Authority shall respond in writing within 30 days. After such request by the Concessionaire, the Authority shall establish technical, administrative, economic and financial conditions for such extension, including but not limited to offset the extension cost by means of the new concession period, rights of financial recovery, terms of service, provision of capital grants.

3.5. Re-bidding of the Project on Expiry of Concession Period

3.5.1. The Concessing Authority reserves the right to invite bids for the Project at an appropriate time before expiry of Concession Period to enable smooth transition. The Concessionaire reserves the right to bid. The Concessing Authority reserves the right to amend the bid conditions, scope of work etc. while inviting fresh bids. The Concessionaire shall allow the core team (consisting of maximum of four persons) of such successful bidder to enter the premises 30 (thirty) days before expiry of Concession Period to monitor work and take charge at the appointed hour.

3.5.2. During rebidding the Project, the Concessionaire shall have the first right of refusal, subject to the following:

- a) The Concessionaire shall be eligible to participate in the rebidding of the Project.
- b) The Authority shall reserve the right to modify existing or introduce new terms and conditions and bid parameters; and

- c) The Concessionaire shall have a right to match the lowest evaluated bid to exercise the first right of refusal if its bid is within the range of 10 per cent (ten per cent) of the lowest evaluated bid received.

4. Conditions Precedents

4.1. Conditions Precedent

Save and except as expressly provided in Article 4, 9, 12, 28, 8 and 41, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the condition's precedent specified in this Article 4 ("Conditions Precedent"). The obligations of a Party under Article 4 shall be effective from the date of execution of this Agreement.

4.2. Conditions Precedent for Concessioneing Authority

The Concessioneing Authority shall satisfy the Conditions Precedent set forth in this Article 4.2 within a period of days as may be specified therein, from the Execution Date and the Conditions Precedent required to be satisfied by the Concessioneing Authority shall be deemed to have been fulfilled when the Concessioneing Authority shall have:

- a) ensure that the appropriate land will be given to the Concessionaire, is free from all encumbrances, liens, and other adverse claims, and shall deliver possession thereof to the Concessionaire on or before the Execution Date;
- b) provide the Concessionaire, within thirty (30) days from the Execution Date, all necessary rights, including but not limited to, the Right of Way, access and license rights, to enter upon, occupy, and use the Site for the purposes of the Project in accordance with the provisions of Article 10;
- c) execute and procure the execution of a Substitution Agreement within a period of one hundred twenty (120) days from the date of receipt of the letter of request from the Concessionaire;
- d) Execute the Escrow Agreement with the Concessionaire and the Escrow Bank within Thirty (30) days from the date of execution of this Agreement.



Provided that upon request in writing by the Concessing Authority, the Concessionaire may, in its discretion, waive, any or all of the Conditions Precedent set forth in this Article 4.2.

4.3. Conditions Precedent for the Concessionaire

The Conditions Precedent required to be satisfied by the Concessionaire within a period of days as may be specified therein, from the Execution date, and the Conditions Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have:

- a) shall provide a Performance Security to the Concessing Authority within thirty (30) days from the date of issuance of the execution of the Concession Agreement;
- b) procured all the Applicable Permits specified in Schedule 2 unconditionally and if subject to conditions, all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are applied within ninety (90) days from the execution date;
- c) executed the Financing Agreements/planning/provisioning and delivered to the Concessing Authority 3 (three) true copies thereof, duly attested by a Director/CFO/CS of the Concessionaire within ninety (90) days from the date of commencement;
- d) shall provide documentary evidence of its shareholding pattern, certified by its authorized signatory, within thirty (30) days from the date of commencement, such evidence to include, but not be limited to, certified copies of share certificates and/or other relevant documentation.
- e) Executed and procured execution of Substitution Agreement with the Concessing Authority and the Lenders in the agreed form set out in Schedule 18 within the period as mentioned in the conditions precedent for the Concessing Authority;
- f) shall take vacant and unencumbered possession of the appropriate land from the Authority on or before the Execution Date or as applicable;
- g) Delivered to the Concessing Authority the Operations Plan as per Schedule 11 (i.e., Six weeks prior to the anniversary of COD each year);

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- h) Provided that upon request in writing by the Concessionaire, the Concessioneing Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Article 4.3. For the avoidance of doubt, the Concessioneing Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.4. Satisfaction of Conditions Precedent

- 4.4.1 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required.
- 4.4.2 The parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Parties when any Condition Precedent for which it is responsible has been satisfied. The Parties shall also immediately upon fulfillment of all the respective Conditions Precedents inform to the other Parties that all Conditions Precedent have been satisfied.

4.5. Damages for delay by the Concessionaire

In the event that

- (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Article 4.3 within a period specified in respect thereof, and
- (ii) the delay has not occurred as a result of failure to fulfill the obligations under Article 4.2 or other breach of this Agreement by the Concessioneing Authority, or due to Force Majeure or due to delay in Applicable Permits not attributable to the Concessionaire provided all such conditions required to be fulfilled by Concessionaire for grant of the Applicable Permit(s) shall have been satisfied in full by the Concessionaire, the Concessioneing Authority shall impose the penalty as per the provision of this agreement. impose the penalty as per the penalty clauses..

4.6. Damages for delay by the Concessioneing Authority

In the event that:

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4.6.1 the Concessing Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Article 4.2, within the period specified in respect thereof; and

4.6.2 the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Concessing Authority shall pay Damages to the Concessionaire of an amount equal to the amount put to the concessionaire for same condition.

4.7. Commencement of the Concession Period

The Concession Period will commence from the date of execution of agreement. The Parties agree that the Concessionaire shall, upon occurrence of the execution of agreement hereunder, by notice convey the particulars thereof to the Concessing Authority and shall thereupon be entitled to commence activities of the Project in accordance with the terms of this Agreement.

4.8. Non-compliance with Conditions Precedent

4.8.1 In the event the Conditions Precedent for Concessionaire have not been satisfied within the stipulated time or by the time period extended at the sole discretion of Concessing Authority for satisfaction of the Conditions Precedent for the Concessionaire and/or the Concessing Authority has not waived, fully or partially, such conditions relating to the Concessionaire, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and the Authority shall not be liable in any manner whatsoever to the Concessionaire or Persons claiming through or under it. The days for which penalty is charged shall be excluded from calculation of stipulated time.

4.8.2 In the event this Agreement fails to come into effect on account of non- fulfillment of the Concessionaire's Conditions Precedent, the Concessing Authority shall be entitled to put penalty according to conditions as per the terms of this Agreement;

4.8.3 In the event the Conditions Precedent for the Authority has not been satisfied within the stipulated time or by the time period extended at the sole discretion of

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Concessionaire for satisfaction of the Conditions Precedent for the Concessions Authority and/or the Concessionaire has not waived, fully or partially, such conditions relating to the Concessions Authority, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and the Concessionaire shall not be liable in any manner whatsoever to the Concessions Authority or persons claiming through or under it. The days for which penalty is charged shall be excluded from calculation of stipulated time. In the event of termination, the Authority shall pay to the Concessionaire, reasonable development costs, as determined through the mechanism enumerated below. Parties hereby agree that for determination of the said development cost, the Concessions Authority may appoint a financial consultant for determining such development cost, whose determination shall be final, conclusive and binding. The Parties shall share the cost of such financial consultant. For the purpose of this Article the term "Development Cost" shall mean the reasonable cost (if any) incurred by the Concessionaire and as determined in terms above in relation to and limited to any physical development of the Site;

- 4.8.4 In the event, this Agreement fails to come into effect on account of the non-fulfillment of the Authority Conditions Precedent, the Authority shall in addition to payment of Development Cost in terms of Article 4.8.3 above, shall return the Performance Securities to the Concessionaire; provided there are no outstanding claims of the Authority on the Concessionaire.



5. Obligations of the Concessionaire

5.1. General Obligations of the Concessionaire

- 5.1.1. Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2. The Concessionaire shall be responsible to operate the Project Facilities throughout the Concession Period post COD.
- 5.1.3. The Concessionaire shall be responsible for design, engineering, procurement, construction, operation and maintenance of the infrastructure facilities such as water supply, power supply and access road inside the boundaries of the Project Facilities and shall bear all costs and expenses of the same.
- 5.1.4. The Concessionaire shall be responsible for door-to-door collection & transportation from the waste generators and processing & disposal of MSW through waste processing facility.
- 5.1.5. The Concessionaire shall be responsible for generation of end product from Windrow Composting facility and sell/utilize the end product as per the terms of this agreement.
- 5.1.6. The Concessionaire shall comply with all the Applicable Laws and procure all the Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.7. Subject to the provisions of Article 5.1, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.8. The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in

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force and effect such Applicable Permits in conformity with the Applicable Laws;

- b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
- c) Procure at its own cost, water connection, power connection and other service connections to the Site;
- d) Perform and fulfil its obligations under the Financing Agreements.
- e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- h) support, cooperate with and facilitate the Concessioning Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
- i) transfer the Project to the Concessioning Authority upon expiry of Concession period/Termination of this Agreement, in accordance with the provisions thereof.

5.2. Obligations relating to Project Agreements

5.2.1. It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2. The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Concessioning Authority to step into such agreement, in

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its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the—Covenant). For the avoidance of doubt, it is expressly agreed that in the event the Concessions Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Concessions Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Concessions Authority an acknowledgment and undertaking, in a form acceptable to the Concessions Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the Same and not to seek any relief or remedy whatsoever from the Concessions Authority in the event of Termination or Suspension. The Concessionaire shall also procure that such Project Agreements shall also include a covenant that all disputes arising out of such Agreements shall be settled between the Concessionaire and the Counterparties and that Concessions Authority or its advisors/ contractors/ consultants shall not be impleaded in such disputes whatsoever.

5.3. Environmental Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as SWM Rules 2016, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances as detailed in the Schedule 2.

5.4. Land Use

The Concessionaire shall ensure optimum utilization of the Site and land available and shall not use the same for any purpose unconnected or which is not incidental to the

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Project or related activities. For avoidance of doubt, any land given by the Concessions Authority to the Concessionaire for this Project shall not be used for development of residential or commercial facilities or premises for rent, lease or similar purpose other than for the work directly related to the project execution and only for the tenure of concession period. The land provided for the workshop shall only be used for the purpose of vehicles workshop and vehicle service, repair, spares, kits, washing and related activities only.

5.5. Processing of MSW

The technologies adopted to process the MSW shall be complying to the technology parameters/ standards, track record etc. as specified in the RFP/ Concession agreement. If the proposed technology is owned by another entity (either the bidder or a third party), the concessionaire should also be required to execute a technology license agreement with the selected bidder or the third-party technology provider, as the case may be.

5.6. Measurement of MSW

- 5.6.1. For measurement of MSW, Weighbridge shall be constructed at the entry of the Processing Facility(s) by the Concessionaire as per the Schedule 15.3.
- 5.6.2. The Concessionaire shall prepare Waste Reports as defined in Schedule 15 or better format as decided between the parties, which shall be final and binding on the Parties.
- 5.6.3. Each consignment delivered to the Project Site shall undergo screening and weighing at the Weighbridge. The Concessionaire is responsible for maintaining detailed records of the weight and volume of each empty delivery truck. This data will be used to accurately determine the net weight of consignments for Municipal Corporation Amritsar.
- 5.6.4. Municipal Corporation Amritsar as and when required shall depute a responsible person from the ULB (the "ULB Representative") to monitor the operations of the Weighbridges.
- 5.6.5. The Weighbridges shall be monitored and inspected regularly by the Concessionaire and Independent Engineer to ensure due calibration and accuracy, and any errors shall be rectified immediately.


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5.7. Maintenance of Records and Operations Plan

The Concessionaire shall maintain records of the quantum of MSW as per the Schedule 15.

5.8. Sale/Distribution of Compost/ Manure

The Concessionaire may adopt such processes and methods as it considers necessary or expedient for processing of MSW at the Project Facilities, subject to complying with the provisions of the Concession Agreement, construction requirements, operation requirements and the Background Documents.

5.9. Penalty for O&M Breach

The Concessionaire recognizes that the services under this Agreement constitute a public health issue and concerns the wellbeing and quality of life of the citizens. Accordingly, the Concessionaire shall perform the services with diligence and promptness and manage the MSW system of the Concessioneing Authority. To ensure due performance and guard against performance breaches, Schedule 12 sets out certain Damages for non-compliance to the O&M Requirements of this Agreement.

5.10. Equity Lock-in Requirements

The Concessionaire acknowledges that:

- 5.10.1. In case the Selected Bidder is a sole entity, it shall hold [100% (one hundred per cent)] shareholding in the paid-up Equity capital of the Concessionaire until expiration of [03 (three)] year from award date, a minimum [51% (fifty-one per cent)] shareholding in the paid-up Equity capital during the remaining Concession Period.
- 5.10.2. In case the Selected Bidder is a Consortium of entities, then the Lead Member of the JV/Consortium shall have shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of the 3-year period from the award date and shall have minimum 26% (twenty six percent) of the paid up and subscribed equity during the remaining Concession Period.
- 5.10.3. All other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of

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the paid up and subscribed equity of the Concessionaire until expiry of 3 (three) years from award date as per the terms of this RFP and the Concession Agreement and thereafter any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessions Authority. The Concessions Authority shall review and approve such request within 120 days, subject to the condition that the exiting member is replaced by a new entity that matches the capacity and expertise along with the equity of the exiting member. The exit and replacement of a non-Lead Member shall be permitted only once during the Concession Period and shall be subject to the prior approval of the Concessions Authority.

- 5.10.4. Any violation in the shareholding pattern in the equity lock-in requirements would be treated as Concessionaire Event of Default.

5.11. Exit from Consortium

- 5.11.1. Any non-Lead Member of the Consortium may request to exit the Consortium by submitting a written request to the Concessions Authority. The Concessions Authority shall review and approve such request within 120 days, subject to the condition that the exiting member is replaced by a new entity that matches the capacity and expertise along with the equity of the exiting member. The exit and replacement of a non-Lead Member shall be permitted only once during the Concession Period and shall be subject to the prior approval of the Concessions Authority. In no circumstance, shall the lead member be allowed to leave the Project midway i.e. before completion of the Concession Period under the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Article shall apply only when the Bidder is a Consortium.

5.12. Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.13. Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.14. Branding of Project

The Concessionaire agrees that the Project shall be known, promoted, displayed and advertised by the name of "Development of Integrated Solid Waste Management (Collection, Transportation, and Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)]. The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders save and except as may be necessary in the normal course of business. The Concessionaire or lead bidder shall, however, have right to utilize the name of the Project to exhibit whole technical and financial capability of the Concessionaire for bidding for other projects.

5.15. Sole purpose of the Concessionaire

The Concessionaire have been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written

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consent of the Concessing Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.16. Concessionaire's Representative

To fulfill the Concessionaire's obligations and for implementation of the Project in accordance with this Agreement, the Concessionaire shall deploy representative(s) (the "Concessionaire Representative") on its behalf including a team leader (the "Team Leader"). The Team Leader shall have full authority to act on behalf of the Concessionaire for all matters relating to this Agreement and shall be an overall in-charge to ensure implementation of the project in accordance with the provisions hereof. The Team Leader shall closely co-ordinate with the Independent Engineer/Concessing Authority and shall be responsible to ensure redressal on an immediate basis, of any objections, observations, shortcomings, defects or defaults pointed out by the Independent Engineer during routine inspections and project review meetings and submit action take report to the Independent Engineer/Concessing Authority, as the case may be, within a period not later than 7 (seven) days from the date of conveying of such defect/shortcoming. The Team Leader or its nominee shall make themselves available for meetings as and when called upon by the Independent Engineer and the Concessing Authority, as the case may be.

5.17. Obligations relating to Change in Ownership

- 5.17.1. The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Concessing Authority, except as otherwise permitted in this agreement.
- 5.17.2. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:
- a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty-five per cent) or more of the total Equity of the Concessionaire or
 - b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any

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person or persons acting in concert with him shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon no later than 30 (thirty) days from the date of receipt of request for approval appended with all the necessary and required details. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Article 5.17.2:

- a. the expression "acquirer", "control" and "person acting in concert shall have the meaning ascribed thereto in the Security and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire:
- b. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the
- c. direct or indirect beneficial ownership or control of any company or companies whether in India or
- d. abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- e. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the Concessionaire, not

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less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.18. Obligations relating to Taxes

The Concessionaire shall pay and comply, at all times during the subsistence of this Agreement, all Taxes (Including Goods & Service Tax), levies, duties, cess and all other statutory charges payable and fall due in respect of the Project.

5.19. Obligations relating to Information.

5.19.1. Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, upon receiving a notice from the Concessioneing Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Concessionaire shall provide such information forthwith in the manner and form required by the Concessioneing Authority.

5.19.2. After receiving a notice from the Concessioneing Authority for comments on the accuracy and text of any information relating to the Concessionaire's activities under or pursuant to this Agreement which the Concessioneing Authority proposes to publish, the Concessionaire shall provide such comments in the manner and form required by the Concessioneing Authority.

5.20. Obligations relating to Other Charges

5.20.1. The Concessionaire shall make timely payments for all utility services in respect of the Sites, other than electricity, including water, sewerage, telecommunication, internet and cable charges, etc. on its own account.

5.20.2. The Concessionaire shall hold the Concessioneing Authority harmless and keep the Concessioneing Authority indemnified from any fine/penalty/charges/levies/ damages/losses on account of any claims/suits/demands/proceedings arising out of non-payment or delayed

payment of such charges or any default on the part of the Concessionaire in payment of such charges whatsoever.

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6. Obligations of the Concessions Authority

6.1. Specific obligations of the Concessions Authority

6.1.1. The Concessions Authority shall grant in a timely manner all such approvals, permissions and authorizations which Concessionaire may require or is obliged to seek from the Concessions Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing permits for utilities such as power, water, sewerage, telecommunications, or any other incidental services/utilities is required, the same shall be assisted by the Concessions Authority within 30 (Thirty) days from receipt of request from Concessionaire to make available such authorization, subject to the conditions of the applications/details submitted being complete and correct..

- a) The Concessions Authority agrees, for the purposes of the Financing Documents, to intimate to the Lenders by such notice as required under the Financing Documents:
 - i. Of the happening or likely happening of an Event of Default on the part of Concessionaire.
 - ii. Of the termination of this Agreement by the Concessions Authority.
 - iii. Of the occurrence, continuance and cessation of any force majeure cause; or
 - iv. Other breach or default on the part of Concessionaire under this Agreement.
- b) The Concessions Authority shall declare and maintain, or cause to declare and maintain, a no-development zone of habitation around the Site in accordance with Applicable Laws.
- c) The Concessions Authority shall pay the fee to the Concessionaire, on a monthly basis, equivalent to the amount calculated as per provisions of this agreement. The payment of tipping/processing fee for collection and transportation services shall start from the date of actual D2D Collection & Transportation start by Concessionaire. The Concessions Authority hereby agrees that if there are any financial benefits or otherwise in respect or on account of the Project, they shall accrue directly and exclusively to Concessionaire

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alone and not to the Concessing Authority and the Concessing Authority hereby undertakes that it shall not claim or file an application claiming such benefits to the prejudice of Concessionaire. The Concessing Authority agrees to facilitate the receipt of all such benefits by Concessionaire and for the purpose to give all needed recommendations, no-objections, authorizations, etc.

- d) The Concessing Authority shall handover land to the Concessionaire, upon signing of a Land Lease Agreement in the form attached herewith as Schedules, for development of waste management services as per the agreement. Accordingly, the land at the proposed location shall be handed over to the Concessionaire on, after or before the Execution Date based on requirement and best availability in the interest of the city.

6.2. Obligations relating to Refinancing.

Without prejudice to any rights or remedies of the Concessing Authority under this Agreement or otherwise, upon request made by the Concessionaire to this effect, the Concessing Authority shall, in conformity with any regulations or guidelines that may be notified by the Government Instrumentality, permit and enable the Concessionaire to secure refinancing on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; [provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Concessing Authority, which consent shall not be unreasonably withheld. The Concessing Authority shall endeavor to convey its decision on such request of the Concessionaire within [30 (thirty)] days of receipt of the proposal by the Concessing Authority]. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but their payment there of shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

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7. Representations and Warranties

7.1. Representations and Warranties of Concessionaire

Concessionaire represents and warrants to the Concessing Authority that:

- a) It is duly organized, validly existing and in good standing under the laws of India.
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- c) It has taken all necessary corporate and other actions under Applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
- d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement.
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement will be legally binding, valid and enforceable obligations against it in accordance with the terms hereof.
- f) It is subject to the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this jurisdiction or matter arising thereunder, including any obligation, liability or responsibility hereunder.
- g) The information furnished in the Bid and as updated on or before the date of this Agreement is to the best of its knowledge and belief, true and accurate in all respects as on the date of this Agreement.
- h) 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 Concessionaire's Memorandum and Articles of Association or any of the Applicable laws or any covenant, agreement, understanding, decree or order to

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- which it is a party or by which it or any of its properties or assets are bound or affected;
- i) There are no actions, suits, proceedings or investigations pending, or to 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;
 - j) 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;
 - k) 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.
 - l) All its rights and interests in the Project shall pass to and vest in the Concessions Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act of deed on its part or act of the Concessions Authority and that none of the Project Assets shall be acquired by it, subject to any agreement, under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
 - m) It shall at no time undertake or permit any Change in Ownership except as permitted under Article 5.19.
 - n) The Consortium members and their Associates have the financial standing and the resources to fund the required Equity and to raise debt necessary for undertaking and implementing the Project in accordance with this Agreement.
 - o) Each Consortium member is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has requested the

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Concessing Authority to enter into this Agreement with the Concessionaire pursuant to LOA; and has agreed to unconditionally accept the terms and conditions set forth in this Agreement.

- p) No representation or warranty by it contained herein or in any other document furnished by it to Concessing Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- q) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Concessing Authority in connection therewith; and

7.2. Representations and warranties of the Concessing Authority

The Concessing Authority represents and warrants to Concessionaire:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement.
- b) That the Concessing Authority has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement.
- c) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian law.



7.3. Obligation to Notify Change

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

8. Disclaimer

8.1. Disclaimer

8.1.1. 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 Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil, and geology, MSW waste characteristics and all information provided by the Concessing Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Concessing Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, Statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Concessing Authority in this regard.

8.1.2. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 8.1.1 above and hereby acknowledges and agrees that the Concessing Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, {the Consortium Members and their} Associates or any person claiming through or under any of them.

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- 8.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth in Article 8.1.1 above shall not vitiate this Agreement or render it voidable.
- 8.1.4. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Article 8.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Concessioneing Authority to give any notice pursuant to this Article 8.1.4 shall not prejudice the disclaimer of the Concessioneing Authority contained in Article 8.1.1 and shall not in any manner shift to the Concessioneing Authority any risks assumed by the Concessioneaire pursuant to this Agreement.
- 8.1.5. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessioneaire and the Concessioneing Authority shall not be liable in any manner for such risks or the consequences thereof.


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9. Performance Security

9.1. Performance Security

- 9.1.1. The Concessionaire shall be required to submit a Performance Security equivalent to 5% value of the Estimated Project Cost (i.e., Rs. 2.44 Cr.) to the Authority as per terms of the Agreement. The Performance Security has to be furnished by the Concessionaire within 30 days of signing the Concession Agreement and the Performance Security shall remain valid for a period of 30 days from the date of the completion of the Project.
- 9.1.2. Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire as per the terms decided, the Concessions Authority may direct Authorized Representative to encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.
- 9.1.3. The renewal of the Performance Security, as and when required, is to be done by the Concessionaire at least one month before the date of expiry of the subsisting Performance Security, failing which, the Concessions Authority shall be entitled to invoke the Performance Security. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security, if subsisting as on the Termination Date shall, subject to rights of the Concessions Authority to receive amounts at prevailing time, if any, due from Concessionaire under this Agreement, be duly discharged and released to Concessionaire within 30 days from the Termination Date.

9.2. Appropriation of Performance Security for Construction Works

- 9.2.1. In the event the Concessionaire fails to achieve the Scheduled Commercial Operation Date in accordance with Schedule 5 due to reasons other than

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Concessions Authority Event of default or Force Majeure, the Concessions Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as per the requirement under this agreement.

9.3. Release of Performance Security

Notwithstanding anything mentioned in the Article 9.1.1, the Performance Security shall be released by the Concessions Authority upon receipt of the project completion certificate.

9.4. Cost to be Borne by the Concessionaire

The cost of procuring the Performance Security shall be borne solely by the Concessionaire.

10. Project Site

10.1. Vesting of Site with Concessionaire

10.1.1. Pursuant to grant of Concession and in consideration of grant of lease of the provided appropriate land in accordance with Land Lease Agreement, the Concessionaire shall pay to the Concessions Authority by way of lease payment (the "Lease Payment"), as per Schedule during the Concession Period. Subject to other provisions of the Concession Agreement, Concessionaire shall have the full right to regulate the entry into and use of the Site. The land constituting the Site shall be vested with Concessionaire under this Concession, for the sole purposes of performance, execution and implementation of the Project.

10.1.2. The Concessions Authority will hand over land to the Concessionaire in accordance with provisions in this agreement.

10.2. Rights, Title and Use of the Site

10.2.1. The Concessionaire shall have the right to the use of the Site in accordance with the provisions of this Agreement.

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- 10.2.2. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Site. Save and except as otherwise permitted under this Agreement.
- 10.2.3. It is expressly agreed that the lease rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Concessioneing Authority to terminate the Land Lease Agreement, upon the expiry of Concession period of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub- leases, the lease rights in respect of the Site shall automatically terminate, without any further act of the Parties, upon expiry of Concession period of this Agreement.
- 10.2.4. The Concessionaire hereby irrevocably appoints the Concessioneing Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the lease rights granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Concessioneing Authority.
- 10.2.5. It is expressly agreed that trees on the Site are property of the Concessioneing Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period. The Concessionaire shall allow access to and use of the Site for laying/installing/ maintaining telegraph lines, electric lines, gas lines or for such other public purposes as the Concessioneing Authority may specify, provided that such access or use shall not result in a Material Adverse Effect to the Concessionaire.
- 10.2.6. The Concessionaire accepts the Site on an "as is where is" basis and undertakes to bear all risk arising out of the inadequacy or physical condition of the Site.



10.3. Site Data and Verification

- 10.3.1. The Concessioneing Authority has made available to the Concessionaire, the layout plans of land site.
- 10.3.2. The Concessionaire shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the implementation of the Project at the Sites.
- 10.3.3. The Concessionaire shall also be deemed to have inspected and examined the Site and its surroundings, analyzed and verified the accuracy and reliability of the studies, reports and data provided by the Concessioneing Authority and any other information available with respect to the Sites for any project component and to have satisfied itself as to all the relevant matters including:
- a) the nature of the Site, including the subsurface, hydrological, climatic and general physical conditions of the Site.
 - b) the suitability of the Site for undertaking the construction and operation of the Project.
 - c) the condition of the utilities available till the battery limits of the Sites.
 - d) the extent, nature and availability of labour, material, transport, accommodation, storage facilities and other facilities and resources necessary to undertake the Project.
 - e) the nature of design, construction work and O&M services necessary for the performance of its obligations under this Agreement.
 - f) Applicable Laws and Applicable Permits required to be obtained and maintained to undertake the Project.
 - g) the risk of injury or damage to Adjoining Property and to the occupiers of such property or any other risk.
 - h) the suitability and adequacy of any access roads to the Sites and other utilities and facilities to be provided by the relevant Government Authority; and
 - i) all other matters that may affect the performance of its obligations under this Agreement.



10.3.4. Subject to Article 10.3, the Concessionaire acknowledges and agrees that if any error or discrepancy is subsequently discovered in the data made available by the Concessions Authority, then the Concessions Authority and the Concessionaire may mutually arrive at a decision regarding any extension of the Scheduled COD and/or compensation for additional costs incurred caused due to such error or discrepancy. Provided that the Concessionaire shall not be entitled to any extension as mentioned above, nor shall it be open to the Concessionaire to justify any default or delay on the ground of the Concessionaire having not visited or acquainted itself with the Sites and Sites Conditions in any manner whatsoever. Further, any misinterpretation of the data, studies and reports provided by the Concessions Authority shall not relieve the Concessionaire from the performance of its obligations under this Agreement on the ground that it could not reasonably be expected to have foreseen any of the matters listed in Article 10.3.3 above, which affect or may affect the Project or the performance of any of its obligations under this Agreement.

10.4. Possession of the Site

10.4.1. In order to handover the possession of the Site pursuant to Article 4.2.1, the authorized representatives (as given in recitals) of the Concessions Authority and the Concessionaire shall, on mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, building, structures, road network, trees, pipelines and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix specifying in reasonable detail those parts of the Site to which vacant and unencumbered possession of the Site have not been granted to the Concessionaire. Signing of the memorandum, as above, by the authorized representatives of the Parties shall, subject to the provision of Article 10.1, be deemed to constitute a valid handover of possession of the Site to the Concessionaire for free and unrestricted use and development of the vacant

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and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For avoidance of doubt, it is agreed that vacant and unencumbered possession of the Site in respect of those parts of the Site which have been set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant handover of possession being provided.

- 10.4.2. Without prejudice to the provision of Article 10.4.1, the Parties hereto agree that on or prior to the Execution date, the Concessions Authority has handed over possession of land of approximately establishment of waste processing and disposal facility and various facilities for Integrated waste management facilities to the Concessionaire in accordance with Schedule 9.
- 10.4.3. On and after signing the memorandum referred to in Article 10.4.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forth with to the Concessions Authority and undertake its removal at its cost and expense.
- 10.4.4. The Concessions Authority to provide support on best effort basis to handover, within justified time from the date of signing the Concession Agreement, the possession of the land, and in the event of delay for reason other than Force Majeure or breach of this Agreement by the Concessionaire, the Concessions Authority shall in writing, inform the Concessionaire the sufficient reasons for the delay, if any.
- 10.4.5. Upon receiving the possession of the land included in the Appendix, the Concessionaire shall complete the Construction Work thereon within 180 days (which will be extendable with mutual consent) period in accordance with Good Industry Practice; provided that the issue of Provisional Completion Certificate shall not be affected or delayed on account of vacant possession of any part of Site was not handed over to the Concessionaire or

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any construction on such part of the Site remaining incomplete on the date of Tests on account of delay or denial of such possession thereto..

10.4.6. Subject to the Sub-Articles of this Article 10.4, the Concessing Authority hereby warrants that:

- a) The Site has been acquired through the due process of law and belongs to and is vested in the Concessing Authority and that the Concessing Authority has full powers to hold, dispose of and deal with the same; consistent and interlaid 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 person affected today.
- b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole Site during the Concession Period.

10.5. Applicable Permits

The Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. The Concessing Authority shall provide all necessary co-operation/ assistance for obtaining the permission. The Concessionaire shall be responsible to act in compliance with the terms and conditions subject to which Applicable Permits have been issued.

10.6. Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

[Signature]
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10.7. Access to the Concessions Authority and Independent Engineer

The lease rights to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Concessions Authority and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8. Unforeseen Site Conditions

Without prejudice to Article 10.3, if during the execution of the Project, the Concessionaire encounters any adverse physical conditions, which could not have been reasonably foreseen by acting in accordance with Good Industry Practices, the Concessionaire may seek a Variation in accordance with Article 17. Upon receipt of a request for a Variation due to unforeseen Site conditions, if, in the opinion and sole discretion of Concessions Authority /Authority, such conditions could not have been reasonably foreseen by a prudent Concessionaire acting in accordance with Good Industry Practices, then Concessions Authority /Authority shall issue a Variation Order in accordance with Article 17. Any decision of Concessions Authority /Authority regarding the existence of any unforeseen Site conditions shall be final and binding.

10.9. Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the lease rights granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Concessions Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Concessions Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably

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give for the removal of such property. In case of such discovery and if the Site becomes permanently unusable, the Concessionaire and the Concessions Authority shall mutually decide whether to shift the operations to any alternative site, Utilities, Associated Roads and Trees.

11. Utilities, Associated Roads and Trees

11.1. Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the Concessions Authority as the controlling body of such road, right of way or utility, and the Concessions Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2. Shifting of obstructing utilities

The Concessions Authority (depending on the respective jurisdiction) shall, subject to Applicable Laws, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a Material Adverse Effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Concessions Authority..

11.3. New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Concessions Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Article 11.3 shall not in any manner relieve the

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Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.4. Felling of trees

The Concessions Authority shall assist the Concessionaire obtain the Applicable Permits for felling of trees to be identified by the Concessionaire for this purpose if such trees cause a Material Adverse Effect on the construction, operation or maintenance of the Project. The cost of such felling shall be borne by the Concessions Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Concessions Authority and shall be disposed in such manner and subject to such conditions as the Concessions Authority may in its sole discretion deem appropriate.

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12. Substitution Agreement

- 12.1. This Agreement shall not be assigned by the Concessionaire. Provided, however, subject to the provisions of this Agreement, Lenders may be given the right of substitution by execution of the Substitution Agreement in the form annexed hereto as Schedule 18.
- 12.2. The Lenders may exercise the rights of step in or substitution as provided in the Substitution Agreement provided that the Nominated Company substituting the Concessionaire shall enjoy all rights and be responsible for performing/fulfilling all obligations of the Concessionaire under this Agreement. Provided that in the event the Lenders are unable to substitute the Concessionaire by Nominated Company as per the provisions of the Substitution Agreement, the Concessioneing Authority /Authority shall proceed to terminate the Agreement.

13. Independent Engineer

13.1. Procedure for Appointment & Duties and Functions of Independent Engineer

- 13.1.1. Independent Engineer shall be a third-party agency, appointed preferably within 1 (One) month of this Agreement. The broad scope of nature of work of the Independent Engineer is set out in this agreement but shall be refined after discussions between the Concessioneing Authority and the Concessionaire. Role of the IE is advisory in nature towards the Concessioneing authority and the concessionaire both. The IE shall provide their views on the matters of interpretation of the agreement, concession tenure, concession rights related to project financial feasibility and any suggestions for amendment basis the SWM rules and requirements in the benefit of the city. The parties if agree to the views may amend this agreement terms on such suggestions and advice in the benefit of the project and the city.

- 13.1.2. The Concessioneing Authority shall invite expressions of interest from consulting engineering firms or bodies corporate or individuals or partnership firms and thereupon shortlist 5 (five) qualified firms in accordance with pre-determined criteria. The Concessioneing Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinize the relevant records of the Concessioneing Authority to ascertain whether the shortlisting of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Concessioneing Authority within 07 (seven) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Concessioneing Authority shall, after considering all relevant factors, finalize and constitute a panel of 5 (five) firms and convey its decision to the Concessionaire. The Selection Committee comprising 2/3rd representation of Concessioneing Authority and 1/3rd representation of the Concessionaire will select one firm as Independent Engineer from the above list, based on a transparent competitive bid process and a Quality and Cost based approach shall be adopted for the same.
- 13.1.3. The Independent Engineer shall be appointed for the entire Concession Period including the Construction period and the O&M period. The initial term of the Independent Engineer shall be 3 (three) years. On expiry of the aforesaid period, the Selection Committee will renew the appointment or appoint another firm from a fresh panel to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.
- 13.1.4. The Independent Engineer shall be required to act independently, reasonably, fairly and expeditiously to ensure:
- 13.1.5. The timely completion of construction of the Project Facilities on or before the Scheduled Construction Completion Date,
- 13.1.6. The Independent Engineer shall at all times during office hours in the Concession Period have the right to enter upon and access the Site. The Concessionaire shall have the right to accompany the Independent Engineer during its inspection of the Project Facilities.
- 13.1.7. During the Construction Period, the Independent Engineer shall inspect the Project Facilities at least once a month and prepare an inspection report, setting out the progress of the construction of the Project Facilities, defects or deficiencies, if any, and status of compliance with the Construction Plan, Specifications and Standards, and Designs and Drawings. The Independent Engineer shall send the report to Concessioneing Authority /Authority and the Concessionaire within 7 (seven) days of such inspection, pursuant to which, the Concessionaire shall be required to rectify the defects or deficiencies, if any, identified by the Independent Engineer.



- 13.1.8. During the O&M Period, the Independent Engineer shall inspect the Project Facilities at least once a month and prepare an inspection report, setting out the defects or deficiencies, if any, and status of compliance with the KPIs. The Independent Engineer shall send the report to Concessions Authority/ Authority and the Concessionaire within 7 (seven) days of such inspection, pursuant to which, the Concessionaire shall be required to rectify the defects or deficiencies, if any, identified by the Independent Engineer. The Independent Engineer shall also have the right to verify the results of the tests undertaken by the Concessionaire at any time during the O&M Period of the quality of the compost or any other by-products created during waste management processes which are intended to be sold in the market.
- 13.1.9. Except as specifically provided in this Agreement, the Independent Engineer shall have no authority, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.
- 13.1.10. The Concessionaire agrees that notwithstanding any review by the Independent Engineer of any or all of the construction works or O&M services, the Concessionaire shall bear all risk, responsibility and liability for the quality, adequacy and suitability of the Project Facilities.
- 13.1.11. Compliance with the KPI s during the O&M Period.

13.2. **Payments to Independent Engineer**

The Concessions Authority shall pay the Independent Engineer all fees, costs, charges and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively the — “**Remuneration**”).

13.3. Replacement of the Independent Engineer

13.3.1. The Concessing Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Article 13.1.

13.3.2. If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Concessing Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Concessing Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Concessing Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the provisions of the Dispute Resolution set out in Article 39.1. In the event, the appointment of the Independent Engineer is terminated hereunder, the Concessing Authority shall appoint forthwith another Independent Engineer in accordance with Article 13.1.

13.4. Authorized signatories

The Concessing Authority shall require the Independent Engineer to designate and notify to the Concessing Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

14. Development and Operations of the Project

14.1. Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

- a) Submit to the Concessing Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule 5.

- b) appoint its representative duly authorized to deal with the Concessioneing Authority in respect of all matters under or arising out of or relating to this Agreement.
- c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- d) make its own arrangements for procuring materials needed for the Construction Works and in accordance with the Applicable Laws and Applicable Permits.

14.2. Project Implementation: Construction of Project Facilities

- 14.2.1. Unless otherwise permitted by the Concessioneing Authority, no Construction Works shall begin until the Independent Engineer is in place and has assumed charge.
- 14.2.2. The Concessioneaire shall adhere to the Construction Requirements and the Project Completion Schedule and achieve COD on or before the dates specified in this Schedule 5.
- 14.2.3. The Concessioneaire shall adhere to all the Construction Requirements as per Schedule 9 and the Background Documents and shall adhere to the standards/guidelines for construction as per BIS, Solid Waste Management Rules, 2016 and other applicable standards / guidelines.
- 14.2.4. The Concessioneaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessioneaire shall solely be responsible to meet the Construction Requirements.
- 14.2.5. The Concessioneaire shall, before commencement of construction of Project Facilities:
 - a) Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Construction Works of Project, to interact with the Independent Engineer/the Concessioneing Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement.

- b) Construct, provide, incur day to day office running expenditure and maintain a reasonably furnished site office accommodation for the Independent Engineer/the Concessions Authority personnel, at the Project Site.
- 14.2.6. For the purposes of determining that Construction Works are being undertaken in accordance with the requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests with advance intimation to the Concessions Authority who either in person or through his representative may choose to be present during the conduct of such tests. 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 and keep the Concessions Authority informed.
- 14.2.7. If the Tests are successful and the Project Facilities can be safely and reliably opened for trial runs, the Independent Engineer/ Concessions Authority shall issue Readiness Certificate.
- 14.2.8. The Concessions Authority, 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, in case the same is not responded to within 7 (seven) days of such notice.
- 14.2.9. The Concessionaire shall construct the Project Facilities in accordance with the Project Completion Schedule set out in the Schedule 5. In the event that the Concessionaire fails to complete any of the activities/milestones (the—Project Milestones) which would result in delayed commissioning, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Concessions Authority, the Concessions Authority shall act on actions as per the provisions of this agreement.

14.3. Project Implementation: Operation and Maintenance

- 14.3.1. The Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Requirements.
- 14.3.2. The Concessionaire may undertake operations and maintenance of the Project Facilities by itself or after prior written consent of the Concessions Authority, 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.
- 14.3.3. The Concessionaire shall, for Operations and Maintenance:
- a) have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to deal with the Independent Engineer/ Concessions Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 - b) construct, provide, incur day to day office running expenditure and maintain a reasonably furnished site office accommodation for the Independent Engineer/ Concessions Authority, at the Project Site.
- 14.3.4. For the purposes of determining that the Construction Works and Project Facilities are being maintained in accordance with the Construction Requirements and O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with the instructions and under the supervision of the Independent Engineer/ Concessions Authority. 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.
- 14.3.5. The Concessionaire shall conduct all the Tests to ascertain compliance with Construction Requirements and O&M Requirements.
- 14.3.6. The Concessionaire shall suspend forthwith the whole or any part of the Operation and Maintenance activities upon receiving a written notice from the Concessions Authority, who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the

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Independent Engineer, the operations are being carried on in a manner that is not in conformity with the O&M Requirements.

- 14.3.7. 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 Independent Engineer or the Concessions Authority (the —Notice to Remedy), the Concessions Authority 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, under the supervision of Independent Engineer, at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by the Concessions Authority on account of such operation and maintenance or repair and maintenance, and as certified by Independent Engineer, within 7 days of receipt of the Concessions Authority claim, therefore.
- 14.3.8. The Concessionaire shall be deemed to be in material breach of O&M Requirements if the Independent Engineer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire, the commissioner shall be the appellate authority in such matters:
- a) 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.
 - b) The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements.
 - c) There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations.
 - d) There has been persistent breach of O&M Requirements. For avoidance of doubt, persistent breach shall mean:



- i. 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 Independent Engineer/Concessioning Authority;
- ii. Recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Independent Engineer/Concessioning Authority requiring the Concessionaire to remedy a breach, and
- iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise
- iv. Upon occurrence of any breach of O&M Requirements, the Concessioning Authority shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement.

14.4. Drawings

14.4.1. Preparation of Drawings

- a) The Concessionaire may, subject to the Construction Requirements, adopt with or without modifications the drawings made available by the Concessioning Authority, if any, or adopt its own drawings, provided that the Concessionaire shall in any event be solely responsible for the adequacy of the drawings.
- b) If the Concessionaire proposes any modifications to the drawings made available by the Concessioning Authority, if any, or submits alternate drawings or drawings in respect of any item for which no drawings are made available by the Concessioning Authority, the same shall be subject to review by the Independent Engineer as hereinafter provided in Article 14.4.2.

14.4.2. Review of Drawings

- a) The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the drawings

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- as mentioned in the Schedule 6 to the Independent Engineer and the Concessioneing Authority.
- b) By forwarding the drawings to the Independent Engineer and the Concessioneing Authority pursuant to the preceding Article 14.4.2.1, the Concessioneaire shall be deemed to have represented that it has verified and determined that the drawings forwarded are in conformity with the Construction Requirements.
- c) Within 07 (seven) days of receipt of the drawings, Independent Engineer shall review the same taking into account, inter-alia, comments of the Concessioneing Authority, if any, thereon, and convey its comments/ observations to the Concessioneaire on the conformity of drawings with Construction Requirements. If the comments/observations of the Independent Engineer indicate that the drawings are not in conformity with the Construction Requirements, such drawings shall be revised by the Concessioneaire to the extent necessary and resubmitted to Independent Engineer for further review. The Independent Engineer shall give its observations and comments, if any, within 07 (seven) days of receipt of such revised drawings, which shall be taken into account by the Concessioneaire while finalizing the drawings.
- d) If, within the period stipulated in the preceding Article 14.4.2 (c), the Independent Engineer does not respond to the drawings submitted to it by the Concessioneaire shall be entitled to proceed with the Construction Works on the basis of such drawings submitted by it to the Independent Engineer /Concessioneing Authority. The same should be highlighted in the periodic reporting by the Concessioneaire.
- e) Notwithstanding any review or failure to review by or the comments/observations of the Independent Engineer or the Concessioneing Authority, the Concessioneaire 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.

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- f) Within 30 (thirty) days of issue of Readiness Certificate, the Concessionaire shall furnish to the Concessions Authority three sets of —as built" Drawings, 2 (two) hard copies and 1 (one) soft copy, reflecting the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements. The Concessionaire shall also submit an as built survey illustrating the layout of the Project Facilities and setback lines, if any, of the building and structures forming part of Project Facilities.

15. Monitoring of Construction

15.1. Monthly progress reports

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Concessions Authority and the Independent Engineer a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

15.2. Inspection

During the Construction Period, the Independent Engineer shall inspect the construction of the Project Facilities at least once a month and make a report of such inspection (the —**Inspection Report**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Concessions Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report.

15.3. Tests

- 15.3.1. For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in

such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The costs incurred on the Tests shall be borne solely by the Concessionaire.

- 15.3.2. In the event that results of any tests conducted under this Article 15.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Article 15.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Article 15.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

15.4. Delays during construction

If the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that the Project Milestone is not likely to be achieved, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 07 (seven) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Scheduled Completion Date indicated in Project Completion Schedule.

15.5. Suspension of unsafe Construction Works

- 15.5.1. Upon recommendation of the Independent Engineer to this effect, the Concessioning Authority may, by notice, require the Concessionaire to suspend forthwith the whole or any part of the Construction Work if, in the

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reasonable opinion of the Concessing Authority, such work is unsafe and potential safety hazard.

- 15.5.2. The Concessionaire shall, pursuant to notice under Article 15.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Concessing Authority and thereupon carry out remedial measure to secure the safety of suspended works. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measure forthwith and make a report to the Concessing Authority recommending whether or not such suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Concessing Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Concessing Authority, and the procedure set forth in Article 15.5.1 shall be repeated until the suspension hereunder is revoked.

16. Completion Certificate

16.1. Tests

- 16.1.1. At least 30 (thirty) days prior to the likely completion of the construction of Project Facilities, the Concessionaire shall notify the Independent Engineer of its intent to subject the Construction Works to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire and notified to the Concessing Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days notice to the Independent Engineer.
- 16.1.2. All Tests shall be conducted in accordance with Schedule 7. The Independent Engineer shall observe, monitor and review the results of the Tests to

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determine compliance of the Construction Works with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Concessions Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Construction Works with Specifications and Standards.

16.2. Completion Certificate

Upon completion of Construction Works and the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Concessions Authority a certificate substantially in the form set forth in Schedule 8 (the Completion Certificate).

16.3. Provisional Certificate

The Independent Engineer, after obtaining approval from the Concessions Authority, may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule 8 (the—**Provisional Certificate**) if the Tests are successful and the Project Facilities can be safely and reliably placed in commercial operation though certain works or things of a minor or snagging nature forming part thereof are outstanding and not yet complete, but do not affect commercial operation of the Project. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire.

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16.4. Completion of Punch List items

- 16.4.1. All items in the Punch List shall be completed by the Concessionaire within 30 (thirty) days or as reasonable period of the date of issue of the Provisional Certificate, and for any delay thereafter, other than for reasons solely attributable to the Concessions Authority or due to Force Majeure, which would result in delayed commissioning, the Concessions Authority shall act as per the terms in this agreement, charge penalty as per the conditions.
- 16.4.2. Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Article.
- 16.4.3. For any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Concessions Authority or conditions beyond control of concessionaire, shall entitle the Concessions Authority to invoke the penalty clause.
- 16.4.4. If the Concessionaire fails to complete the Punch List items within said period of 30 (thirty) days or other period as suggested, the Concessions Authority may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Concessionaire. The cost incurred by the Concessions Authority in completing the Punch List items, as certified by the Independent Engineer/Concessions Authority, shall be reimbursed by the Concessionaire to the Concessions Authority within 7 days from the date of receipt of a claim in respect thereof from the Concessions Authority.

16.5. Withholding of Provisional Certificate

- 16.5.1. If the Independent Engineer determines that the Construction Works or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Concessions Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Concessions

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Authority, is of the opinion that the Construction Works is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Construction Works and direct the Independent Engineer to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with the rules. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

16.5.2. Notwithstanding anything to the contrary contained in this agreement the Concessioning Authority may, at any time after receiving a report from the Independent Engineer under that Article, direct the Independent Engineer to issue a Provisional Certificate, and such direction shall be complied forthwith.

16.6. Rescheduling of Tests

If the Independent Engineer certifies to the Concessioning Authority and the Concessionaire that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

17. Variation

17.1. Variation in Scope of the Project

The Concessioning Authority and the Concessionaire may, at any time during the Concession Period, propose a Variation to the Scope of Work, Technical Specifications, and/or the Designs and Drawings.

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17.2. Concessioneing Authority Proposed Variation

- 17.2.1. Concessioneing Authority may propose a Variation in the Scope of Work, Technical Specifications or the approved Designs and Drawings. Provided that, Concessioneing Authority shall not propose a Variation, which: (i) is not technically feasible; or (ii) is not in compliance with any Applicable Law or Applicable Permit
- 17.2.2. Within 07 (seven) days of receipt of a request for Variation from Concessioneing Authority, the Concessioneaire shall submit a proposal to Concessioneing Authority (with a copy to the Project Engineer) setting out in sufficient detail the implications of the proposed Variation, including any implications on the Construction Plan, the Scheduled Milestone Completion Date, the Scheduled Construction Completion Date and Scope of Work and additional Costs incurred in undertaking the Variation or any reduction in Costs resulting from the Variation. It is clarified that the additional Costs incurred in undertaking the Variation or any reduction in Costs resulting from the Variation will be determined on the basis Concessioneing Authority schedule of rates for similar works.
- 17.2.3. Based on its review of the proposal submitted by the Concessioneaire, Concessioneing Authority may, at its sole discretion: (i) accept the proposal and the corresponding adjustment to the Construction Plan and/or the additional Costs, additional concession or rights of cost recovery or reduction in the Bid Project Cost for undertaking the Variation; (ii) provide its comments on the proposal seeking amendments and/or justification for the implications put forth by the Concessioneaire; or (iii) reject the proposal submitted by the Concessioneaire and withdraw the proposed Variation, within 15 (fifteen) days from the date of receipt of the Concessioneaire's proposal under Sub- Article 28.2(b) above.
- 17.2.4. To the extent, Concessioneing Authority seeks amendments and/or justification in the proposal submitted by the Concessioneaire, the Concessioneaire shall

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incorporate or address, in writing, Concessing Authority comments and submit a revised proposal.

- 17.2.5. On approval of the proposal or the revised proposal, as the case may be, Concessing Authority shall issue a Variation Order and Concessionaire shall proceed with the Variation in accordance with the Variation Order.
- 17.2.6. If the Parties are unable to agree on the implications of a Variation proposed by Concessing Authority, which in Concessing Authority's view is necessary or desirable for the Project, Concessing Authority shall have the right to require the Concessionaire to carry out the proposed variation at the cost determined in accordance with Concessing Authority's schedule of rates for similar works. Where Concessing Authority schedule of rates do not provide schedule of rates for similar works, then the cost of the works covered by the proposed Variation will be determined by Concessing Authority, in consultation with the Independent Engineer. Concessing authority may give extra concession or rights, or tenure or a combination of all to the Concessionaire to recover cost in lieu of paying the cost increment based on the mutual discussion. Any dispute on the terms of the Variation will be resolved in accordance with the provision of this agreement.
- 17.2.7. On implementation of a Variation Order, the Concessionaire shall be entitled to the agreed adjustment to the Construction Plan, Scheduled Milestone Completion Date, Scheduled Construction Completion Date and/or payment of additional amounts, additional concessions or rights in lieu of the cost paid, additional tenure to compensate cost, if any, set out in the Variation Order.

17.3. Concessionaire Proposed Variation

- 17.3.1. The Concessionaire may propose a Variation if it considers such Variation necessary or desirable to improve the efficiency, quality, reliability, durability, maintainability or safety of the Project Facilities.

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- 17.3.2. To propose a Variation, the Concessionaire shall submit a proposal to Concessioning Authority (with a copy to the Independent Engineer), with a statement setting out:
- a) The need for a Variation.
 - b) The additional work required; and
 - c) adjustment to the Construction Plan, Scheduled Milestone Completion Date and Scheduled Construction Completion Date.
- 17.3.3. Based on its review of the proposal submitted by the Concessionaire, if Concessioning Authority is of the view that the proposed Variation is justified, then it will determine the cost of the proposed Variation using Concessioning Authority schedule of rates for similar works and where Government/Authority's schedule of rates do not provide schedule of rates for similar works, then the cost of the works covered by the proposed Variation will be determined by Concessioning Authority, in consultation with the Independent Engineer. Thereafter, Concessioning Authority shall notify the Concessionaire of the additional cost determined by Concessioning Authority for the proposed Variation and any other comments that Concessioning Authority may have on the implications of the proposed Variation. To the extent, Concessioning Authority seeks amendments and/or justification in the proposal submitted by the Concessionaire, the Concessionaire shall incorporate or address, in writing, Concessioning Authority comments.
- 17.3.4. On the Concessionaire's acceptance of the costs determined by Concessioning Authority for the proposed Variation and any other amendments sought by Concessioning Authority to the Concessionaire's proposal, Concessioning Authority shall issue a Variation Order and Concessionaire shall proceed with the Variation in accordance with the Variation Order. The cost may be in the form of additional concessions or rights in lieu of the cost paid, additional tenure to compensate cost.

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- 17.3.5. Based on its review of the proposal submitted by the Concessionaire, the Concessioneing Authority shall have the right to accept or reject a Variation if reasonable in the Concessioneing Authority's view.
- 17.3.6. Notwithstanding anything to the contrary in this Article 17, the Concessionaire shall be bound to implement any Variation that is necessitated by a Change in Law and any consequent adjustment in the Construction Plan and additional Costs shall be determined in accordance with Article 34.
- 17.3.7. Notwithstanding the above, a Variation made necessary due to any act, omission or default of the Concessionaire or any Sub-Contractor in the performance of the Concessionaire's obligations under this Agreement shall not entitle the Concessionaire to any adjustment in the Construction Plan or any other compensation or relief.
- 17.3.8. No Variation shall invalidate this Agreement.

18. Entry into Commercial Service

18.1. Commercial Operations Date (COD)

The Commercial Operation Date (COD) shall be the date upon which the Concessionaire commences processing of waste at the Processing Facility. From this date, the Project shall enter into commercial service. The Completion Certificate or the Provisional Certificate as the case may be for the Construction Works shall be issued by the Independent Engineer under the provisions of Article 16 only when the Concessionaire demonstrates its ability to process 100% of the incoming waste, thereby fulfilling the requirements for completion of the Construction Works.

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19. Operation and Maintenance

19.1. Operation & Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project conforms to the operation & maintenance requirements set forth in Schedule 10 (the—**Operation & Maintenance Requirements**).

19.2. Operation & Maintenance Manual

19.2.1. No later than 30 (thirty) days prior to the Scheduled Completion Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve an operation and maintenance manual (the —**Operation & Maintenance Manual**) for the Operation & Maintenance Requirements (Schedule 10), Safety Requirements (Schedule 13) and Good Industry Practice, and shall provide 5 (five) copies thereof to the Concessioneing Authority and 2 (two) copies to the Independent Engineer. The Operation & Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Article 19.2 shall apply, mutatis mutandis, to such revision.

19.2.2. The Operation & Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

19.3. Damages for breach of operation & maintenance obligations

19.3.1. In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Operation & Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Concessioneing Authority shall be entitled to recover, in addition to the specific Damages provided in Schedule 12, Damages, to be calculated and paid for each day of delay until the breach is cured at a rate of 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by

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the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Concessions Authority under this Agreement.

- 19.3.2. The Damages set forth in Article 19.3 may be assessed and specified forthwith by the Independent Engineer; provided that the Concessions Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

19.4. Concessions Authority's right to take remedial measures.

- 19.4.1. In the event, the Concessionaire does not maintain and /or repair the Project Facilities or part thereof in conformity with the Operation & Maintenance Requirements or the Maintenance Manual, as the case may be, and fails to commence the remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or notice on this behalf from the Concessions Authority or the Independent Engineer, as the case may be, the Concessions Authority shall, without prejudice to its right under this Agreement thereof, be entitled to undertake such remedial measure at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire.

19.5. Overriding powers of the Concessions Authority

- 19.5.1. If in the reasonable opinion of the Concessions Authority, the Concessionaire is in material breach of its obligations under this Agreement, and such breach is causing or likely to cause the Project to violate environmental norms or cause nuisance to the surrounding areas, the Concessions Authority may, without prejudice to any of its rights under this Agreement, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- 19.5.2. If the Concessionaire fails to rectify or remove such hardship or danger, the Concessions Authority may, without prejudice to any other rights or remedy

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available to it under this Agreement, remove such hardship at the risk and costs of the Concessionaire. The cost incurred by the Concessions Authority in rectifying such default of the Concessionaire, as certified by the Independent Engineer/ Concessions Authority, shall be reimbursed by the Concessionaire to the Concessions Authority within 7 days from the date of receipt of a claim in respect thereof from the Concessions Authority

- 19.5.3. In the event of national emergency, civil commotion or any other Indirect Political Event specified in Article 26.3, the Concessions Authority may take over the performance of any or all of the obligations of the Concessionaire to the extent deemed necessary by it and exercise such control over the Project and give such direction to the Concessionaire as maybe deemed necessary. It is agreed that the Concessionaire shall comply with such directions issued by the Concessions Authority and shall provide necessary assistance and cooperation to the Concessions Authority, on best effort basis, for performance of its obligations hereunder.

20. Safety Requirements

20.1. Safety Requirements

The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the personnel at the Project Site. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project, and shall comply with the safety requirements set forth in Schedule 13 (the—**Safety Requirements**).

20.2. Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the scope of the Project.

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21. Monitoring of Operation and Maintenance

21.1. Monthly status reports

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Concessions Authority a monthly report stating in reasonable detail the condition of the Project Facilities including its compliance or otherwise with the Operation & Maintenance Requirements, Operation & Maintenance Manual, and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

21.2. Inspection

The Independent Engineer shall inspect the Project Facilities at least once a month. It shall make a report of such inspection (the —**O&M Inspection Report**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Operation & Maintenance Requirements, Operation & Maintenance Manual, and Safety Requirements, and send a copy thereof to the Concessions Authority and the Concessionaire within 7 (seven) days of such inspection.

21.3. Tests

For determining that the Project Facilities conforms to the Operation & Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests forthwith to the Independent Engineer. The costs incurred on the Tests shall be borne solely by the Concessionaire.

21.4. Remedial measures

21.4.1. The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in

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Article 21.3 and furnish a report in respect thereof to the Independent Engineer and the Concessions Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be, provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

- 21.4.2. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Facilities into compliance with the Operation & Maintenance Requirements and the procedure set forth in this Article 21.4 shall be repeated until the Project Facilities conforms to the Operation & Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Concessions Authority shall be entitled to recover Damages from the Concessionaire in accordance with Article 16.3 of this Agreement. For avoidance of doubts, levy and recovery of Damages by the Concessions Authority from the Concessionaire shall not absolve the Concessionaire for its obligation and the Concessions Authority shall be entitled to seek specific performance by the Concessionaire of its obligations under this Agreement.

22. Handover of Project Facilities

22.1. Ownership during the Concession Period

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

- 22.1.1. That of all immovable assets including site and civil structures created for transfer station and for Processing & Disposal facilities shall remain with the

Concessionaire till expiry of Concession Agreement as permitted by the agreement.

- 22.1.2. That of all movable assets including equipment & machinery and vehicles shall remain with Concessionaire and in accordance with the Financing Documents and first prior charge to Lenders privileges.

22.2. Concessionaire's Obligations

- 22.2.1. **Project Facilities:** Construction of Transfer Station (if required), Processing & disposal Facility. Concessionaire shall on the date of expiry of the Concession Period, hand back peaceful possession of the Project facilities to the Concessions Authority free of cost and free from all encumbrances and in good operational condition. At least 12 months before the expiry of the term of agreement, a joint inspection of the Project Facilities shall be undertaken by Independent Engineer/ the Concessions Authority and Concessionaire. Concessionaire shall promptly undertake and complete such works/jobs on its own cost and expense, as may be required by the Concessions Authority at least three months prior to the expiry of Concession Period and ensure that the Project Facilities may continue to meet such requirements even after the same are handed back to the Concessions Authority.
- 22.2.2. The Concessionaire shall provide training to the selected team comprising Concessions Authority's staff appointed by the Concessions Authority for taking over the Project Facilities from the Concessionaire for at least 3 (three) months.
- 22.2.3. On completion of the Concession Period, the Concessionaire shall transfer all movable infrastructure and facilities including vehicles, equipment, workshop, offices, communication arrangements etc. and immovable infrastructure/ facilities to the Concessions Authority, in working condition and certified by Independent Engineer, free of cost.

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For 3R MANAGEMENT LIMITED



DIRECTOR



22.3. The Concessions Authority's obligations

The Concessions Authority shall, subject to the Concessions Authority's right to encash Performance Security for getting executed the works / jobs listed under Article 23.2 at Concessionaire cost and risk, and which have not been carried out by Concessionaire, or any outstanding dues, which may have accrued in respect of the Project during the Concession Period, duly discharge and release to Concessionaire the bank Guarantees of the Concessionaire.

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23. Payments to Concessionaire

23.1. Payment of User Charges

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 covenant's set forth in this Agreement, the MCA agrees and undertakes to allow the Concessionaire to collect user charges for door- to-door collection services as notified by the MCA from time to time. The Concessionaire shall ensure that the collected user charges are in accordance with the MCA -approved rates and shall implement any rate changes only upon receipt of written instructions from the Municipal Corporation Amritsar. The user charges shall be as per the annexure in the tipping fee.

23.2. Tipping/Processing Fee

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Municipal Corporation Amritsar agrees and undertakes to pay Tipping/Processing Fee to Concessionaire as per this Article. The Tipping/Processing Fee shall be allocated as follows: 40% (forty percent) for Collection and Transportation services and 60% (sixty percent) for Processing and Disposal of waste.

23.3. Payment of Tipping/Processing Fee

The Concessionaire shall, on the 5th day of every Month or in case the 5th day of a Month is a holiday then on the following working day of such Month, submit to the Independent Engineer a statement (Tipping/Processing Fee Statement) providing the following details, in the manner as set out in the O&M Requirements:

- i. Separate Statement of total quantity/weight of Municipal Solid Waste collected and transported to processing site and processed by the concessionaire along with the corresponding weigh bridge slips in the previous

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Month from the Municipal Corporation Amritsar (Territory 1) Area including other such areas as directed by the Authority from time to time.

- ii. Amount payable, if any, to the Concessionaire by the Municipal Corporation Amritsar in accordance with Article 23.3
- iii. Quantity of Landfill Waste on each day of the previous Month along with Weigh Bridge slips.
- iv. Aggregate quantity of Landfill Waste for the previous Month,
- v. The parties may decide any other suitable method on this to make the billing process smooth and compliant.

23.3.1 The Concessionaire shall quote a Tipping/Processing fee for all activities covered under the Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] project including door to door collection & transportation from the waste generators and processing & disposal of MSW through waste processing facility. In case the Concessionaire commence Collection and Transportation services before COD of processing facility, the Authority shall pay 40% of the submitted monthly bill to the Concessionaire. The balance 60% payment shall be done only after the Concessionaire process & dispose the equal quantum of waste dumped at the dumpsite prior to the COD of the processing facility.

23.3.2. The Concessionaire will produce his bill to the Independent Engineer/Nodal officer in first week of each month of the preceding month along with the required support documents, weigh bridge slips etc. as provided in this agreement or as per the process set by the Concessioning authority. The Independent Engineer/Nodal officer shall review and certify the Monthly bill, the statement of MSW quantum handled from the Municipal Corporation Amritsar (Territory 1) jurisdiction area and support documents submitted by the concessionaire. Within 3 days of the receipt of the Monthly bill from the concessionaire the Independent Engineer shall submit to the Authority the statement of

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shares payable in the monthly Tipping/Processing fees by the Concessioneing Authority along with the original monthly bill and all the supporting documents submitted by the concessionaire. The Independent Engineer/Nodal officer shall also calculate the amount of Tipping/Processing fees to be withheld in the payable Tipping/Processing fees as per provision of the agreement.

- 23.3.3. The Concessioneing Authority, within 7 days of the receipt of statements of Tipping/Processing fees and supporting documents from the Independent Engineer, shall raise the statement of waste collected from the Municipal Corporation Amritsar area and the amount payable to the concessionaire. The Concessioneing Authority shall disburse the bill amount to the Concessionaire as per the payment mechanism set- out in Article 23.4.

23.4. Mechanism of Payment

- 23.4.1 The Concessioneing Authority shall maintain an Escrow Account (Tipping/Processing fees reserve account) for the disbursement of the monthly Tipping/Processing fees payable to the concessionaire.
- 23.4.2 The Concessioneing Authority shall, within specified days from the date of receipt of the Tipping/Processing Fee Statement from the Independent Engineer / Nodal officer as per the provision of Article 24.2.2 deposit its share of Tipping/Processing fees payable to the Account.
- 23.4.3 Mechanism for Disbursement of Payment to the Concessionaire
- i. All amount payable to the Concessionaire shall be disbursed through the Escrow account only subject to the fulfillment of the conditions of the concession agreement.
 - ii. Within 7 days of receipt of Tipping/Processing Fees Statement by the Concessioneing Authority as per the provisions of Article 23.2 the total amounts payable to as stated in such Tipping/Processing Fee Statement shall be disbursed to the concessionaire through the Escrow account.



iii. Any amount that is disputed under show cause notice and not settled by the Commissioner shall be withheld.

iv. The UCC portion of payment as per the payment schedule agreed either normalized on per MT basis or as the percentage basis.

23.4.4 The withheld amount as in Article 23.4.3 (iii) shall be disbursed and settled in the next bill payable to the concessionaire subject to the satisfactory submission of the response of the show-cause notice issued to it within such time as directed in the show-cause notice along with sufficient documentary evidence and acceptance by the Concessions Authority as the case may be at its sole discretion. If the Concessionaire does not respond to the show-cause notice within the directed time schedule or the Concessions Authority is not satisfied with the response submitted by the Concessionaire, it will forfeit the withheld amount. The right and decision of the acceptance or rejection of the response of the show-cause notice submitted by the concessionaire duly reviewed by Independent Engineer lies only with the Concessions Authority and in all cases shall be acceptable by the concessionaire. The withheld amount forfeited by the Concessions Authority shall remain deposited in the Escrow account and after yearly reconciliation shall be utilized in Information, Education & Communication (IEC) or any other such activity as decided by the Concessions Authority.

23.4.5 Escalation/Revision in Tipping/Processing fee - The Concession Agreement shall have a Article for revision/escalation in Tipping / Processing Fee at the rate of as per the inflation adjustment procedure explained in the Article 23.4.6, whichever is less.

23.4.6 Inflation Adjustment- To give effect to inflation/deflation in the quoted tipping / processing fees following procedure shall be adopted.

- i. Various cost components in quoted tipping / processing fees are assumed as follows:
 - a. 15% of Tipping / processing Fees towards Fuel component (—W1—)
 - b. 40% of Tipping / processing Fees towards Labour component (—W2—)
 - c. 25% of Tipping / processing fees towards rest of component(—W3—)



- ii. Following Formula shall be used for the revision of Tipping / processing Fees:

$$T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * W_{PII} / W_{PIO})) + (0.20 * T_0)$$

Wherein:

T_n = Revised Tipping / processing Fees

T₀ = Base Tipping / processing Fees

D₀ = Base Diesel price

D₁ = Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) as on day of revision

L₀ = Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)

L₁ = Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government as on day of revision)

W_{PIO} = Base Monthly Wholesale Price Index (All Commodities) Rate published by Office of the Economic Advisor, Government of India on Monthly basis

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

W₁ = Tipping / Processing Fees which is 0.15;

W₂ = Weightage of Labor component in the overall Tipping / Processing Fees which is 0.40.

W₃ = Weightage of Rest of the components in the overall CTC which is 0.25



- iii. Base Values Shall be the corresponding values in the previous year of revision year.
- Base Diesel Price (D0) – Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil Corporation (Whichever is lower) on the same day as of D1 in previous year.
 - Base Unskilled Adult Male Wages (in line of Minimum Wage Act, notified by Government) (L0) - Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government on the same day as of L1 in previous year
 - Base Monthly Wholesale Price Index (All Commodities) Rate published by office of the Economic Advisor, Government of India on Monthly basis (WPI0) - Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on the same day as of WPI1 in the previous year.
- iv. Illustration for understanding Base Values: If Revision Date = 01.06.2023
- D0=Corresponding Value on date 01.06.2022
 - D1=Corresponding Value on date 01.06.2023
 - L0=Corresponding Value on date 01.06.2022
 - L1=Corresponding Value on date 01.06.2023
 - WPI0=Corresponding Value on 15.05.2022
 - WPI1=Corresponding Value on 15.05.2023
- v. Note: Figures indicated here above are hypothetical figures and for illustration purpose only
- Revision in Tipping / Processing Fees shall be done every year. **Year** means Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However, in case COD is achieved between 01 January and 31 March, increase would be applicable in next-to-next FY. The Independent Engineer before one month in advance of every revision in tipping / processing fees shall intimate the Concessioning Authority about the estimated revised Tipping / Processing Fees backed with the calculation of such revision.



23.5. Viability Gap Funding (VGF) / Grant

23.5.1 The Special Purpose Vehicle (SPV) set up by the Selected Bidder shall be eligible to receive a capital grant ("Grant") as Viability Gap Funding (VGF) in accordance with the guidelines of the Swachh Bharat Mission (SBM) for establishing waste processing facility(s). The total admissible Grant shall be up to Rs. 2144.18 Lakhs, subject to fulfillment of the following conditions:

- **Fixed Grant:** A fixed Grant of Rs. 600 Lakhs shall be payable to the Concessionaire.
- **Composting Plant:** If the Concessionaire sets up a composting plant with a minimum capacity of 20 TPD, an additional Grant of Rs. 89.59 Lakhs or other available amount shall be payable.
- **CBG Plant:** If the Concessionaire sets up a Compressed Biogas (CBG) plant with a minimum capacity of 150 TPD, an additional Grant of Rs. 1081.94 Lakhs or other available amount shall be payable.
- **MRF Plant:** If the Concessionaire sets up a Material Recovery Facility (MRF) plant with a minimum capacity of 110 TPD, an additional Grant of Rs. 372.65 Lakhs or other available amount shall be payable.

Note: The Authority clarifies that the Concessionaire shall have the sole discretion to determine the feasibility of the projects mentioned above and shall not be bound to implement any or all of the projects. The Grant shall be payable only upon fulfillment of the specified conditions and verification by the Authority. Any amount in the form of VGF under SBM by the Central or State Government shall be paid to the concessionaire during the existence of the concession.

23.5.2 The disbursement of the eligible Grant shall be tied to the achievement of specific milestones. The Grant shall be paid in the following installments:

23.5.2.1 Twenty percent (20%) of the eligible Grant shall be paid upon physical verification of the construction works undertaken for the waste processing facility(s), based on the bills submitted by the Concessionaire and verification by the Independent Engineer and Authority.

- 23.5.2.2 Forty percent (40%) of the eligible Grant shall be paid upon receipt of the "Readiness Certificate" for the waste processing facility(s) from the Independent Engineer and verification by the Authority.
- 23.5.2.3 Thirty percent (30%) of the eligible Grant shall be paid upon receipt of the COD Certificate for the waste processing facility(s), verified by the Independent Engineer and Authority.
- 23.5.2.4 The final ten percent (10%) of the eligible Grant shall be paid after successful operation of the waste processing facility(s) for a period of one (1) year post-COD, as verified by the Independent Engineer and the Authority.

23.5.3 Subject to the conditions specified in the Article 23.4.1, the Grant shall be credited to the Escrow Account and shall be applied by the Concessionaire for meeting the Total Project Cost.

23.5.4 Grant shall be due and payable to the Concessionaire after it has expended the Equity and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financing Agreements. The Concessioning Authority shall disburse each tranche of the Grant as and when due, but not later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars.

23.5.5 In the event of occurrence of a Concessionaire Default, disbursement of Grant shall be suspended till such Concessionaire Default has been cured by the Concessionaire.

23.6. Other revenue sources for the Concessionaire

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and Undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Concessioning Authority agrees to provide the Concessionaire with the ownership of the material extracted from solid waste and retain all the revenue earned from the sale of these materials if any. Also, the Concessioning Authority agrees to allow the Concessionaire to retain the revenue resulting sale of by-products from Composting, CBG and MRF etc.

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23.7. Penalties

- 23.7.1 From the date of start of actual operation i.e., daily door-to-door collection of waste in segregated manner from all waste generators of MSW, the Concessionaire shall be subject to the following service level penalties for his failure to carry out operations and providing services properly.
- 23.7.2 For the processing and disposal facility, the penalties will be applicable from the date of issue of readiness certificate from the Concessions Authority. If the Total Penalties, exceed 20% of the total dues of the Concessionaire for any given month, then the same would be considered as an event of default, subject to other provisions of the Agreement. The dues as well as the penalties of the Concessionaire shall be calculated on a monthly basis.
- 23.7.3 Penalties shall be applied in case of defaults as indicated below. The Independent Engineer and till the time no Independent Engineer is appointed, the designated officer from the Concessions Authority in the role of Independent Engineer shall certify the work done by the Concessionaire and shall have the responsibility to notify to the Concessions Authority any such default in the functions of the Concessionaire. In case the Independent Engineer/the designated officer in role of Independent Engineer finds any default on the part of concessionaire which can be attributed directly to the actions or no action of the concessionaire or to his negligence, the act or abstinence shall be brought to the notice of the Concessions Authority. The Independent Engineer shall prepare a list of such defaults in a month or to every event of such default and a show-cause notice shall be issued to the Concessionaire by the Concessions Authority for such defaults. The Concessionaire is free to agitate against the show-cause issued to him within the time stipulated in the show-cause notice by presenting response of the same to the Concessions Authority along with sufficient documentary proof. If the Concessions Authority finds the response of the concessionaire satisfactory and decides that any penalty was imposed without just reasons it shall nullify such show-cause notice issued and corresponding penalty imposed. The right to accept or reject the response to the show-cause notice presented by the concessionaire lies with the Commissioner and shall be binding on the concessionaire. If the Commissioner is of

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the view to sustain the default to be valid even after the response to the show-cause notice the same shall lead to deduction of Penalty as per table below or as per provision of this agreement.

Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
Door-to-Door Collection & Transportation				
1	Door-to-Door Collection of MSW in segregated manner is not provided to Waste Generators	User Complaint/ Verification by Independent Engineer/ Authority	No Collection of Waste for 2 Consecutive Days	Rs. 500/- Per Day Per Waste Generator
			No Collection of Waste for 5 Consecutive Days	Rs. 1000/- Per Day Per Waste Generator
2	Non-clearance of bins/dhalao/GVP/road sweeping waste/drain silt	Spot inspection conducted by Authority/ IE/ User complaint	One day	Rs. 5000/- Per Instance*
3	Transportation of MSW in non-covered vehicles	Spot inspection conducted by Authority/ IE/ User complaint	One day -	Rs. 1000/- Per Instance
4	Non-operation of C&T Operations for One Day	Spot inspection conducted by Authority/ IE/ User complaint	One day	Rs. 2,00,000/- Per Day
5	User Charge Collection	40% user charge collection is land mark.		
Waste Processing Facility(s)				
5	Weigh-Bridge is non-operational at Processing	Daily check by Authority/IE	ULB will select WB from a list of	Rs. 5000/- Per Day after 2 days

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Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
	facility due to breakdown for a consecutive period of 2 days		weighbridges provided by operator for weighing, located near the Project/Processing Site till the problem resolves	
6				

Disposal of Inert / Processing rejects

7				
8	Inert/ Residual waste greater than 20% not from the Road and silt	Weighment Slips/ Daily Reports/ Inspection	Two days-	For every ton of increase beyond 20% of incoming waste, an amount equivalent to 2.5 times of per ton processing fee payment made on Processing. In the event Tipping/Processing fee quoted by selected operator is zero, penalty shall be imposed at the rate of Rs 2500/ ton.

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Sr. No.	Default	Monitoring Mechanism	Cure Period	Penalty
9	Improper working of Command Centre/Complain Redressal Cell/ Toll Free Number: Down time exceeds 3 hours per day	Inspection by Authority/IE	3 hours	Rs. 5000/- Per Hour after 3 Hours

Note: 1.) * "Instance" shall mean the period of Four (4) Hours.

2.) Notwithstanding anything to the contrary contained herein, in the event the plant is non-operational for more than 30 days apart from the scheduled maintenance then the same shall be construed as Concessionaire Event of Default, which shall make this Agreement liable for penal action.

24. Model Key Performance Indicators

24.1. Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Concessionaire shall develop, operate and maintain the Project Facilities, machinery, and vehicles such that it achieves the performance indicators comprising Availability, Reliability, Operation, Punctuality, Frequency, Safety, upkeep and conformity with ISO certification, as specified in this Article, Good Industry Practice and Applicable Laws (the—Key Performance Indicators).

24.2. Collection and Transportation

24.2.1 **Availability** - The Concessionaire shall ensure that the Availability of the collection and transportation vehicles on every day during the O&M Period shall be 100% (one hundred percent) (the—Guaranteed Availability).

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24.2.2 **Collection Coverage** - Waste Generator level coverage of solid waste management services through door-to-door collection of domestic waste (the—Collection Coverage) shall be the percentage of waste generators that are covered by a daily doorstep collection system, measured on a monthly basis. The Collection Coverage shall be no less than [100% (Hundred per cent)] in a month.

24.2.3 **Reliability**

- i. The Parties agree that the average reliability of the collection and transportation vehicles shall be measured on a monthly basis in terms of the number of Breakdowns per [100 (one hundred)] kilometers travelled each by all transportation vehicles, separately (the —Reliability). For this purpose, Breakdown shall mean mechanical failure of a vehicle that prevents it from being operational or impedes the operation so much that it is impossible or dangerous to operate
- ii. The Reliability hereunder shall be equal to the quotient of the cumulative distance travelled by all collection vehicles and all transportation vehicles, separately, divided by the aggregate number of Breakdown of all such collection vehicles and all such transportation vehicles multiplied by [100 (one hundred)].
- iii. The Concessionaire agrees that the Reliability for the collection vehicles and transportation vehicles each in accordance with Article 24.2 (c) shall be equal to or more than [1 (one)]
- iv. The Reliability requirement shall be separately achieved for collection vehicles and the transportation vehicles.

24.2.4 **Operation** - The Concessionaire shall at all times procure that, save and except any determined damage caused by theft, arson or vandalism:

- i. there are adequate arrangements for collection and transportation of waste from door to door in segregated form as per Specifications and Standards.
- ii. the collection and transportation vehicles are maintained in accordance with Maintenance Requirements.
- iii. the collection and transportation vehicles are operational, clean, and hygienic.

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- iv. the Waste Collection Information Systems shall mean and include (but not limited to) the timings of collection of waste from different localities for purpose of information of user / waste generator in the Project Area function efficiently.
- v. the Waste collection and transportation vehicles and machinery and facilities for processing of fresh waste function efficiently, and their availability is no less than [98% (ninety-eight per cent)] in a month.

24.2.5 Punctuality

- i. Punctuality shall be measured on a monthly basis in terms of the percentage of on-time start of trips of the collection vehicles to the total number of trips operated on a daily basis (—Start Punctuality). The total number of trips starting/arriving late during the month will be recorded and subtracted from the number of trips operated to arrive at the on- time trips operated figures separately in each case.
- ii. The Concessionaire agrees that the Punctuality for arrival at the respective destination shall be measured on a monthly basis in terms of the percentage of trips with on-time arrival at destination to the total number of trips operated on a daily basis (—Arrival Punctuality).
- iii. The Parties agree that the Concessionaire may exercise a relaxation equivalent to [3 (three)] minutes, for start of the schedule of the collection vehicles, and [10% (ten per cent)] of the subsequent scheduled trip time (subject to a maximum of [15 (fifteen) minutes]) for start of subsequent schedules and arrival of trips.
- iv. Subject to the provisions of Article 24.2.4, the Concessionaire agrees that the Start Punctuality determined in accordance with Article 24.2.4 shall be equal to or more than [90% (ninety per cent)] and the Arrival Punctuality shall be equal to or more than [80% (eighty per cent)] respectively.

24.2.6 Frequency of collection vehicles

- i. The frequency of operation of collection vehicles shall be measured on a monthly basis in terms of percentage of the cumulative trips travelled by all collection vehicles to the aggregate number of scheduled trips (—Trip

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Frequency) and a percentage of the cumulative kilometers of collection vehicles operated to the aggregate scheduled kilometers of collection vehicles (—Collection Vehicles Kms Frequency), respectively.

- ii. The Concessionaire agrees that the Trip Frequency and the Collection Vehicles Kms Frequency, as the case may be, determined in accordance with Article 24.2.5 shall be equal to or more than [94% (ninety four percent)].
- iii. The collection vehicles shall be operated continuously such that the first collection vehicle in each direction shall depart no later than [07:00 hours] and the last collection vehicle shall reach the secondary waste site or processing facility not later than [13:00 hours] at the frequency specified in the Deployment Plan of collection vehicles and this Agreement;
- iv. The collection vehicles in each direction shall be operated such that the each waste generator of the Project Area is covered once a day for [7 (seven)] days of the week within the time range allotted to each waste generator as per the Waste collection information system of the Project Area;
- v. The average duration of stops at the designated points as per the Deployment Plan shall not be more than [15 (fifteen)] minutes each, save and except Breakdown of the vehicle or event of Force Majeure.

24.2.7 Safety of Operations

- i. The Parties agree that the Safety of collection vehicles shall be measured in terms of inverse of number of accidents per [1,000 Kms (One Thousand kilometers)] (the —General Safety) and the number of fatalities per [10,000 Kms (Ten Thousand kilometers)] (the—Severe Safety), respectively. The General Safety and Severe Safety shall be calculated in terms of cumulative Collection Vehicles Kms operated divided by number of accidents multiplied by [1,000 (One Thousand)] and cumulative Collection Vehicles Kms operated divided by number of fatalities multiplied by [10,000 (Ten Thousand)], respectively.



- ii. The Concessionaire agrees that the General Safety and the Severe Safety, as the case may be, determined in accordance with Article 4.2.7 shall be equal to or more than [1(one)].

24.3. Facilities at Project Facilities

24.3.1 The Concessionaire shall endeavor & ensure running of the system for at least 330 days in a year.

24.3.2 Availability

The Concessionaire shall ensure that the Availability of the Project Facilities at the processing and disposal facilities on every day during the post-COD period shall be [100% (one hundred percent)] (the—Guaranteed Availability).

24.3.3 Operation

- i. The Concessionaire shall at all times procure that, save and except any determined damage caused by theft, arson or vandalism:
- there are adequate arrangements of Project Facilities as per Specifications and Standards.
 - all machinery, equipment and facilities are operational, function efficiently, and their availability is no less than [98% (ninety - eight per cent)] in a month.
 - the Project Facilities are maintained in accordance with Maintenance Requirements.

24.3.4 Punctuality and duration of work

- i. The Concessionaire agrees that the Punctuality as to the duration of work of the Project Facilities shall be measured on a monthly basis in terms of the percentage of days with minimum [8 (eight)] hours of operation to the total number of working days (—Duration Punctuality).
- ii. The Concessionaire agrees that the Duration Punctuality shall be equal to or more than [80% (eighty percent)] respectively.

24.3.5 Safety of Operations

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- i. The Parties agree that the Safety of operation of the Project Facilities shall be measured in terms of inverse of number of accidents per [1,00,000 MT (One Lakh Metric Tonnes)] (the —General Safety) and the number of fatalities per [10,00,000 MT (Ten Lakh Metric Tons)] (the—Severe Safety), respectively. The General Safety and Severe Safety shall be calculated in terms of total quantum of Waste cleared divided by number of accidents multiplied by [1,00,000 (One Lakh)] and total quantum of Waste cleared divided by number of fatalities multiplied by [10,00,000 (Ten Lakh)], respectively.
- ii. The Concessionaire agrees that the General Safety and the Severe Safety, as the case may be, determined in accordance with Article 24.2.7 shall be equal to or more than [1(one)].

24.4. Miscellaneous

24.4.1 Extent of recovery of waste collected.

The quantum of waste collected, which is either recycled or processed shall be expressed in terms of percentage of waste collected (the —Extent of Recovery). The Extent of Recovery shall be annually increased by the Concessionaire up to [95% (ninety-five percent)] or above, with the minimum recovery not being less than [70% (seventy per cent)] during any year of operation. All rights and interest in the [residual inert waste, recyclables, fertilizers etc.], shall vest with the Concessionaire at all times during the O&M Period, unless transferred by the Concessionaire to a third-party buyer/off-taker in accordance with this Agreement.

24.4.2 Quantum of inert/residual waste disposed

The Concessionaire shall make reasonable endeavors to ensure sale of most of the recovered waste products, materials, etc., so as to limit the quantum of inert/residual waste which disposed to maximum of [10% (ten per cent)] in a year.

24.4.3 By way of illustration, assuming that the total quantum of waste collected by the Concessionaire in a year is 1000 (one thousand) tons, the Concessionaire would have recycle/process at least 900 (nine hundred)

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tons. The remaining 100 (one hundred) tons would constitute of the inert/residual waste. If 100 (one hundred) tons out of the 900 (nine hundred) tons of processed waste are not sold by the Concessionaire, the 100 (one hundred) tons would also constitute of inert/residual waste. Hence, the total quantum of inert/residual waste for the year would be equal to 200 (two hundred) tons which exceeds the limit of 10% (ten per cent) on inert/residual waste. Hence, the Concessionaire may be liable to pay Performance Liquidated Damages.

24.4.4 Efficiency in redressal of customer complaint

The total number of Project related complaints redressed within 24 (twenty- four) hours of the receipt of complaint, as a percentage of the total number of Project related complaints received in the given time period (the "Efficiency in Redressal of Customer Complaint") shall be increased by the Concessionaire annually up to 100% (one hundred per cent), with the efficiency not being less than 50% (fifty per cent) during any year of operation.

24.4.5 Certification

- i. The Concessionaire shall, prior to 1st (first) Anniversary of the COD, achieve and thereafter maintain throughout the Concession Period, [ISO standards] certification or a substitute thereof for the Project Facilities including door to door collection vehicles, Secondary Collection and Transportation vehicles, and shall provide certified copies thereof to the Concessioneing Authority.
- ii. In the event of default in obtaining the certification specified in Article 25.1.3 (d), the Concessionaire shall, within [15 (fifteen)] days thereof, submit to the Concessioneing Authority, an action plan that sets out the actions proposed to be taken by the Concessionaire for rectifying its deficiencies and obtaining such certification for the Project Facilities.
- iii. If the period of default in obtaining the ISO certification under this Article shall exceed a continuous period of [15 (fifteen)] months, the

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Concessionaire shall pay Damages to the ULB in an amount equal to [5% (five per cent)] of the Performance Security.

24.4.6 Monthly Report - The Concessionaire shall, no later than [7 (seven)] days after the end of each month, furnish to the Concessioneing Authority, a report stating the KPI achievement of the Project Facility as measured on a daily basis. The Concessionaire shall promptly give such other relevant information as may be required by the Concessioneing Authority.

24.4.7 Notwithstanding anything to the contrary contained herein, in the event the plant is non-operational for more than 30 days apart from the scheduled maintenance then the same shall be construed as Concessionaire Event of Default, which shall make this Agreement liable for penal action.

24.4.8 Environmental Parameters:

The Concessionaire shall ensure dust, Air pollution & noise levels as per guidelines prescribed by CPCB/SPCB on Ambient Air Quality Standards and Noise Pollution at site and in the vicinity.

24.4.9 Inert should not be more than 10% of the incoming waste.

24.5. Availability of Project Facilities

24.5.1 The 'Availability' of each Project Facilities will be determined as a ratio of the number of hours in a day during which such Project Facility was available to carry out operations up to its design capacity, to the total number of hours in a day, and the term 'Available' shall be construed accordingly.

24.5.2 In computing the Availability of each Project Facilities, the Concessionaire agrees that the Project Facilities will be deemed to be Available at all times, other than during the period of:

- An Unscheduled Outage affecting such Project Facility.
- A Power Outage affecting such Project Facility.
- suspension of the O&M services for such Project Facility, for reasons attributable to the Concessionaire; or



- an Emergency affecting such Project Facility, attributable to the Concessionaire, during which the Project Facility will be deemed to be not Available.
- Notwithstanding anything to the contrary contained in this Agreement, during the period of a Forced Unavailability or a Force Majeure, the Project Facility affected by such Forced Unavailability, or a Force Majeure will be deemed to be Available.
- If the Availability for a Project Facility on any given day is less than the Guaranteed Availability, the ULB shall issue a notice to the Concessionaire requiring the Concessionaire to cure the default causing the reduction in Availability in [3 (three)] days. Any failure to cure the default and achieve the Guaranteed Availability within [3 (three)] days of receipt of the notice from the Authority shall constitute a Concessionaire Event of Default. The Concessioneing Authority may claim Availability Liquidated Damages would be available till the default is cured or the Agreement is terminated.

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25. Accounts and Audit

25.1. Audited accounts

25.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including revenue from power sale and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (One Hundred and Eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement.

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25.2. Set-off

In the event any amount is due and payable by the Concessing Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Concessing Authority of its rights under this Article shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise. However, the concessionaire shall not be entitled to set off any amount due to the authority.

25.3. Escrow Account

- a) The Concessing Authority shall open and establish an Escrow Account with a Bank (the Escrow Bank) to ensure that the amount of probable 3 months bill to be kept in the account. The entire VGF amount needs to be put in this account to ensure the payment to the concessionaire. A 3 months' worth of amount shall be maintained by the Concessing authority.

26. Insurance**26.1 Insurance**

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practices. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Concessing Authority as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Concessing Authority shall be a co-insured and that the insurer shall pay the proceeds to insurance. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Lenders' dues.

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25.4. Notice of the Concessing Authority

No later than 15 (fifteen) days prior to commencement of the Construction Period and the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Concessing Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 27. Within 15 (fifteen) days of receipt of such notice, the Concessing Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

25.5. Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 27.3 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Concessing Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Concessing Authority. The Concessionaire shall maintain a register of entry in order of premiums paid towards Insurance of the Project Facilities.

25.6. Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Concessing Authority shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

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25.7. Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 27 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Concessioneing Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.8. Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the Concessioneing Authority, and its assigns, undertaking, and their 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, liability or obligations 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 Articles in or inadequacy of limits of any such policies of insurance.

25.9. Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall designate the Concessioneing Authority as the beneficiary for the assets under ownership of the Concessioneing Authority as per Article 27.1 and may designate the Lenders as the beneficiaries for the assets under the Concessionaire ownership as per Article 27.1 or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project.

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The Concessionaire shall carry such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement to the extent possible in the same condition as it were prior to such damage or destruction, normal wear and tear accepted.

25.10. No Breach of Insurance Obligation

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

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28. Force Majeure

28.1 Force Majeure

For the purposes of this Agreement, "Force Majeure" or "Force Majeure Event" means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Contract and which event or circumstance: (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Agreement.

Such events or circumstances shall include, without limitation:

- i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- iii) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project by the Concessionaire or any contractor or sub-contractor of the Concessionaire or any such affiliate or any of their respective employees, servants or agents;
- iv) strikes, working-to-rule, go-slows and/or lockouts which are in each case widespread, nationwide or political;
- v) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, at the site of the Project;
- vi) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
- vii) epidemic or plague within India;

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- viii) any judgment or order of any court of competent jurisdiction or statutory Authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- ix) Change in Law;
- x) unlawful or unauthorized or without jurisdiction revocation of, or refusal;
- xi) any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (x), above.

28.2 No Breach of Contract .

- a) The failure of a Party to fulfill any of its obligations either wholly or partially due to Force Majeure, under this Agreement, shall not be considered to be a breach of contract, or default under this Contract, in so far as such inability arises from an event of Force Majeure, provided that:-
 - i) The Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement; and
 - ii) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event;
 - iii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

28.3 Duty to report Force Majeure Event

- a) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
- I. The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 28 with evidence in support thereof.
 - II. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement.
 - III. the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - IV. any other information relevant to the Affected Party's claim.
- b) The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 30 (thirty) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the: probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- c) For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Article 28.3.2, and such other information as the other Party may reasonably request the Affected Party to provide.
- d) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

28.4 Effect of Force Majeure Event on the Concession

- a) Upon the occurrence of any Force Majeure Event prior to the Financial closure, the period set forth in Article 12.1.1 for achieving Financial Closure



shall be extended by a period equal in length to the duration of the Force Majeure Event.

- b) At any time after the Execution Date, if any Force Majeure Event occurs:
- i. before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
 - ii. after COD, if the delivery of the MSW is suspended, the Concession Period shall be extended by a period equal in length to the period during which the collection of the delivery of the MSW is suspended.

28.5 Allocation of costs arising out of Force Majeure

- a) Upon occurrence of any Force Majeure Event prior to the Financial Closure, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- b) At any time after the Effective Date, if any Force Majeure Event occurs whereupon the Concessionaire is unable to execute the Works during the period for which Force Majeure exists, no Payment shall be made by the Concessioning Authority to the Concessionaire for the days on which the Works are not executed by the Concessionaire. However, the Concessionaire shall not be liable to pay any Liquidated Damages in case it is unable to execute the Works on account of any Force Majeure Event.
- c) For the avoidance of doubt, Force Majeure costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, and for determining such costs, information contained in the Financing Documents may be relied upon to the extent that such information is relevant.
- d) Save and except as expressly provided in this Article 28, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss,

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damage, cost, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereto.


28.6 Termination Notice for Force Majeure Event

- a) If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided in this Article 28, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.
- b) Upon occurrence of a Force Majeure Event resulting in Termination of the Agreement, neither party shall be held liable for any loss, damage or compensation.

28.7 Termination Payment for Force Majeure Event

- a) If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the Concessionaire. The Concessionaire shall only be entitled to payment of unpaid and due Processing Fee on proportionate basis for the Work undertaken in accordance with term hereof prior to Termination Date.
- b) In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure, provided

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that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

28.8 Excuse from Performance of Obligations

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

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

29 Compensation for Breach of Agreement

29.1 Compensation for default by the Concessionaire

Subject to the provisions of Article 29.4, in the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Concessions Authority by way of compensation, all direct costs suffered or incurred by the Concessions Authority as a consequence of such material default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Article 29.1 for any breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Concessions Authority.

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29.2 Extension of Concession Period

Subject to the provisions of Article 29.4, in the event that a material default or breach of this Agreement set forth in Article 29.1 causes delay in achieving COD or leads to suspension, as the case may be, the Concessing Authority shall, in addition to receiving the payment of compensation under Article 29.1 and damages for delay under Article 4.6, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed.

29.3 Compensation to be in addition.

Compensation payable under this Article 29 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

29.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

30 Suspension of Concessionaire's Rights

30.1 Suspension upon Concessionaire Event of Default

Upon occurrence of a Concessionaire Event of Default, the Concessing Authority shall, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to be entitled to exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same.

On its behalf during such suspension (the Suspension). Suspension here under shall be effective forthwith upon issue of notice by the Concessing Authority to the Concessionaire and may extend up to a period not exceeding 90 (Ninety) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Concessing Authority shall extend the aforesaid period of 90 (ninety) days by a further period not exceeding 30 (thirty) days.


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30.2 Concessioneing Authority to act on behalf of Concessionaire.

- a) During the period of Suspension, the Concessioneing Authority shall be entitled to encash the Operation Performance Security for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses.
- b) During the period of Suspension hereunder, all right and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Concessioneing Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Concessioneing Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub- licenses respectively, the Concessioneing Authority or any other person authorized by it under Article 30.2 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

30.3 Revocation of Suspension

- a) In the event that the Concessioneing Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Concessioneing Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

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- b) Upon the Concessionaire having cured the Concessionaire Event of Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Concessing Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

30.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Concessing Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Article 30.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Lenders.

30.5 Termination

- a) At any time during the period of Suspension under this Article 30, the Concessionaire may by notice require the Concessing Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Article 30.4, the Concessing Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 30.
- b) Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Article 30.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Concessing Authority upon occurrence of a Concessionaire Event of Default.

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31 Events of Default and Termination

31.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or Concessing Authority's Event of Default or both as the context may admit or require.

31.2 Concessionaire's Event of Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period and where no cure period is specified, within the Cure Period of 30 (thirty) days, the Concessionaire shall be deemed to be in default of this Agreement (the Concessionaire Event of Default), unless the default has occurred solely as a result of any breach of this Agreement by the Concessing Authority or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security has been encashed and appropriated in accordance with Article 9.1 & 9.4 respectively and the Concessionaire fails to replenish or provide fresh Performance Security within specified time.
- b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Article 9.4, the Concessionaire fails to cure, within a Cure Period of 30 (thirty) days, the Concessionaire Event of Default for which whole or part of the Performance Security was appropriated.
- c) the Concessionaire fails to achieve any of the Project Milestones due in accordance with respective Scheduled Project Milestone Date, as set in the Schedule 5 and continues in default for 60 days (sixty) resulting in delayed commissioning.
- d) the Concessionaire has failed to achieve Scheduled COD as specified in Schedule 5 and has failed to comply with the provisions specified in Article no. 9.2.2.



- e) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project without the prior written consent of the Concessions Authority.
- f) the Punch List items have not been completed within the period set forth in Article 16.4.
- g) the Concessionaire fails to process the Obligated Quantity of MSW after COD for a period of 7 days consecutively provided the Plant is under maintenance.
- h) the Concessionaire is non-compliant to the Performance Standards as specified in the Schedule 12, Article 12.1 and remains non-compliant such that it becomes an Event of Default.
- i) the Concessionaire is in breach of the Operation and Maintenance Requirements or the Safety Requirements, as the case may be.
- j) upon occurrence of a Financial Default, the Lender's Representative has to issue a notice to the Concessions Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove.
- k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect.
- l) the Concessionaire creates any Encumbrance in breach of this Agreement.
- m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.
- n) a Change in Ownership has occurred in breach of the provisions of Article 5.17.
- o) the Equity holding of the Concessionaire is not in line with Article 5.11.
- p) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect.
- q) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect.



“the Concessionaire has been admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016, or entered into liquidation or similar state or any order is made for the voluntary or compulsory winding up or dissolution of the Concessionaire or the Concessionaire has become unable to pay its debts or the appointment of a receiver or administrator or any such person in respect of the Concessionaire, or its business and assets has taken place or any re-structuring, re-organization, amalgamation, arrangement or compromise has taken place which is affecting the Concessionaire's ability to fulfill its obligations under this Agreement or which otherwise has or may have a Material Adverse Effect”.

- r) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false or the Concessionaire is at any time hereafter found to be in breach thereof.
- s) the Concessionaire submits to the Concessioneing Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Concessioneing Authority 's rights, obligations or interests and which is false in material particulars.
- t) the Concessionaire has failed to make any payment to the Concessioneing Authority within period specified in this Agreement.
 - i. the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
 - ii. the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Concessioneing Authority.
- u) in the event the Lenders are unable to substitute the Concessionaire by Nominated Company as per the provisions of the Substitution Agreement.
- v) The termination is the final outcome post all the legal remedies available to the Concessionaire has exhausted. During that period the obligations of both the parties shall be applicable as per general standards of law.

31.3 Concessioneing Authority's Event of Default

In the event that any of the defaults specified below shall have occurred, and the Concessioneing Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Concessioneing Authority shall be deemed to be in default of this Agreement (the Concessioneing Authority Event of Default) unless the default has occurred as a result of any breach of this Agreement by the Concessioneaire or due to Forec Majeure. The defaults referred to herein shall include:

- a) The Concessioneing Authority 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 Concessioneaire.
- b) any representation or warranty of the Concessioneing Authority herein contained which is, as of the date hereof, found to be materially false or the Concessioneing Authority is at any time hereafter found to be in breach thereof.
- c) The Concessioneing Authority is in breach of applicable laws or permits.

31.4 Termination due to Event of Default

- a) Termination for Concessioneaire Event of Default
 - i. Without prejudice to any other right or remedy which the Concessioneing Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessioneaire Event of Default, the Concessioneing Authority shall, subject to the provisions of the Substitution Agreement if any, with the Lenders, pursuant to which, in case of Default by Concessioneaire, Lenders shall be allowed to take charge of Concessioneaire's roles and responsibilities under this Agreement), be entitled to terminate this Agreement in the manner as set out under Article 31. Provided however that upon the occurrence of a Concessioneaire's Event of Default as specified under Article 31.2, the Concessioneing Authority may terminate this Agreement by issue of Termination Notice in the manner set out under Article 31.5.

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- ii. If the Concessing Authority decides to terminate this Agreement pursuant to preceding Article 31.2, it shall in the first instance issue Preliminary Notice to Concessionaire. Within 30 (thirty) days of receipt of the Preliminary Notice, Concessionaire shall submit to the Concessing Authority in sufficient detail and if applicable the manner in which inter-alia it proposes to cure the underlying Event of Default or prevent the Event of Default from reoccurring (the "Concessionaire Proposal to Rectify"). The same shall be reasonably considered by the Concessing Authority. In case of non-submission of Concessionaire's Proposal to Rectify within the said period of 30 days, the Concessing Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting. In case Concessionaire has made a Proposal to Rectify within the period stipulated therefore, and the same is accepted by the Concessing Authority as reasonable, the Concessionaire shall be allowed a Cure Period of 60 (sixty) days. If, however the Concessionaire fails to remedy/cure the underlying Event of Default or the factors causing the Event of Default within such further period allowed, the Concessing Authority shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting. For the avoidance of doubt, the Concessing Authority, at its sole discretion, can reject the Concessionaire Proposal to Rectify if it feels that it is not adequate to cure the Event of Default or prevent the Event of Default from reoccurring.
- b) Termination for the Concessing Authority's Event of Default
- I. Without prejudice to any other right or remedy which Concessionaire may have in respect thereof under this Agreement, upon the occurrence of the Concessing Authority Event of Default, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- II. If Concessionaire decides to terminate this Agreement pursuant to preceding Sub-Article (a) it shall in the first instance issue Preliminary Notice to the Concessing Authority. Within 30 days of receipt of Preliminary Notice, if applicable, the Concessing Authority shall forward to Concessionaire its



proposal to remedy / cure the underlying Event of Default (the "Concessing Authority Proposal to Rectify"). In case of non-submission of the Concessing Authority Proposal to Rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

- III. In case Concessing Authority Proposal to Rectify is forwarded to Concessionaire within the period stipulated therefore, the Concessing Authority shall have further period of 180 days to remedy/cure the underlying Event of Default. If, however the Concessing Authority fails to remedy/ cure the underlying Event of Default within such further period allowed, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

31.5 Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Article 31, it shall issue Termination Notice setting out:

- a) Insufficient detail the underlying Event of Default.
- b) the Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice.
- c) the estimated termination payment including the details of computation thereof; and,
- d) any other relevant information.

The Parties hereby agree that any Termination Notice shall also be sent to all Lenders, by registered post/courier and a public notice of default of the Concessionaire in leading daily newspaper (of both English and the prevalent local language) of the state.

31.6 Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall, subject to the provision of the Financing Documents and the rights of the Lenders provided therein, promptly take all such steps as may be necessary or required to ensure that:

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- a) 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.
- b) The Termination Payment, if any, payable by the Concessioneing Authority in accordance with the Article 31.2 is paid to Concessioneaire on the Termination Date.
- c) The Project Facilities are handed back to the Concessioneing Authority by Concessioneaire on the Termination Date free from any Encumbrance along with any payment that may be due by Concessioneaire to the Concessioneing Authority

31.7 Withdrawal of Termination Notice

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as mutually agreed upon by both parties.

31.8 Termination Payments

Upon Termination of this Agreement on account of Concessioneing Authority Event of Default, the Concessioneaire shall be entitled to the following termination payments in addition to payment from the Concessioneing Authority that may have accrued to Concessioneaire prior to the Termination:

a) **Concessioneing Authority Event of Default:**

Upon Termination of this Agreement on account of the Concessioneing Authority Event of Default, the Concessioneaire is entitled from the Concessioneing Authority to the following termination payment, Termination payment = Debt Due

The Concessioneaire shall be entitled to withdraw the Operation Performance Security, if subsisting, provided that the Operation Performance Security

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shall be withdrawn only after substitution of the Concessionaire in accordance with the provisions of Substitution Agreement, if any.

b) **Concessionaire Event of Default:**

Upon Termination on account of a Concessionaire Event of Default after COD, the Concessions Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to Debt Due and further indemnify the Concessions Authority for any third party claims that may arise on account of the termination due to the Concessionaire's Event of Default. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Event of Default occurring prior to COD.

Upon Termination of this Agreement on account of Concessionaire Event of Default the Operation Performance Security, if subsisting, shall be invoked by the Concessions Authority. The Concessionaire expressly agrees that Termination Payment under this Article 31.2 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

31.9 Rights of the Concessions Authority on Termination

Upon Termination of this Agreement for any reason whatsoever, the Concessions Authority shall have the power to:

- a) Enter upon and take possession and control of the Project Facilities, Plant, and Site, forthwith free from any encumbrances.
- b) Prohibit Concessionaire and any person claiming through or under Concessionaire from entering upon dealing with the Project Facilities,
- c) Plant, and Site or permit as required for pending resolution of any issues to a limited number of representatives of Concessionaire.



- d) Notwithstanding anything contained in this Agreement, the Concessioning Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by Concessionaire in connection with the Project directly or under any of the Project Agreements, and the handover of the Project Facilities by Concessionaire to the Concessioning Authority shall be free from any such obligation.

31.10 Survival of 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 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.

32 Divestment of Rights and Interest

32.1 Divestment Requirements

32.1.1. Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

- a) notify to the Concessioning Authority forthwith the location and particulars of all Project Assets.
- b) deliver forthwith the actual or constructive possession of the Project and Project Facilities as specified in the Article 22, save and except to the extent set forth in the Substitution Agreement.

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- c) cure all Project Assets, including structures and equipment, of all defects and deficiencies so that the Project is compliant with the Operation and Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on as is where is basis after bringing them to a safe condition.
- d) deliver and transfer relevant records, reports, Intellectual Property, and other licenses pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete as built Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Concessions Authority free of any encumbrance.
- e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws.
- f) execute such deeds of conveyance, documents and other writings as the Concessions Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project, including manufacturers warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Concessions Authority, absolutely unto the Concessions Authority or its nominee; and
- g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Concessions Authority or to its nominee.

32.1.2. Upon the expiry or earlier termination of the Concession Period, the Concessionaire shall handover to the Concessions Authority the peaceful and vacant possession of the Site including the structure/installations/ fixtures

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erected or installed on the same. Failure to hand over the same within a period of 7 (seven) days of the expiry or earlier termination of the Concession Period would make the Concessionaire liable for payment of penalty equivalent to 1% (one per cent) of the last annual Tipping/Processing Fee including Revenue Share per day up-to a maximum of 15 (fifteen) days, after which the Concessioning Authority shall be entitled to enter upon and take possession of the Site including the Project on as-is- where- is basis.

- 32.1.3. Subject to the exercise by the Concessioning Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

32.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer/concessioning authority shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Operation and Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Operation and Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 33 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 32.

32.3 Cooperation and assistance on transfer of Project

- 32.3.1. The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience, other members of the public or the lawful occupiers of any part of the Site.

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- 32.3.2. The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Concessions Authority, its other concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.
- 32.3.3. The Concessions Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project, but which does not form part of the assets specified in Article 32.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

32.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Concessions Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule 17 (the Vesting Certificate), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Concessions Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Concessions Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

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32.5 Divestment costs etc.

- 32.5.1. The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project in favour of the Concessions Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Concessions Authority.
- 32.5.2. In the event of any dispute relating to matters covered by and under this Article 32, the Dispute Resolution Procedure shall apply. This would make the Concessionaire liable for payment of penalty equivalent to 1% (one per cent) of the last annual Tipping/Processing Fee including Revenue Share per day up-to a maximum of 15 (fifteen) days, after which the Authority/Concessions Authority shall be entitled to enter upon and take possession of the Site including the Project on as-is- where-is basis.

33. Defects Liability after expiry of Concession period/Termination

33.1 Liability for defects after expiry of Concession period/

- 33.1.1. The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (One hundred and twenty) days before expiry of Concession period/Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Concessions Authority in this behalf, the Concessions Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Operation and Maintenance Requirements. All costs incurred by the Concessions Authority hereunder shall be reimbursed by the Concessionaire to the Concessions Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the



Concessions Authority shall be entitled to recover the same from the Operation Performance Security in accordance with Article 9.

34 Assignment and Charges

34.1 Restrictions on assignment and charges

- 34.1.1. Subject to Articles 34.2 and 34.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Concessions Authority, which consent the Concessions Authority shall not unreasonably withhold.
- 34.1.2. Subject to the provisions of Article 34.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Concessions Authority, which consent the Concessions Authority shall not unreasonably withhold.

34.2 Permitted assignment and charges

The restraint set forth in Article 34.1 shall not apply to:

- a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;
- b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, and as security only for indebtedness to the Lenders under the Financing Agreements and/or for working capital arrangements for the Project;
- c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lender's Representative as nominee and for the benefit of the Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Lenders under the Financing Agreements; and
- d) liens or encumbrances required by any Applicable Law.



34.3 Substitution Agreement

- 34.3.1. The Lender's Representative, on behalf of Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the Substitution Agreement) to be entered into amongst the Concessionaire, the Concessions Authority and the Lender's Representative, on behalf of Lenders, substantially in the form set forth in Schedule 18.
- 34.3.2. Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Concessions Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

34.4 Assignment by the Concessions Authority

Notwithstanding anything to the contrary contained in this Agreement, the Concessions Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Concessions Authority, capable of fulfilling all of the Concessions Authority's then outstanding obligations under this Agreement.

35. Change in Law

35.1 Increase in costs

- 35.1.1. If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 125% (One Hundred twenty five per cent) of the Bid Project Cost in any Accounting Year, the

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Concessionaire may so notify the Concessing Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as afore said. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

- 35.1.2. Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Concessing Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessing Authority shall pay the amount specified therein; provided that if the Concessing Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.2 Reduction in costs

- 35.2.1. If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds 125% (One Hundred Twenty Five Percent) of the Bid Project Cost in any Accounting Year, the Concessing Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Concessing Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days

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from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

- 35.2.2. Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessing Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Concessing Authority; provided that if the Concessionaire shall dispute such claim of the Concessing Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Article 35.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.3 Restriction on cash compensation


The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than two years from the close of such Accounting Year.

36. Liability and Indemnity

36.1 General indemnity

- 36.1.1. The Concessionaire will indemnify, defend, save and hold harmless the Concessing Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the Concessing Authority Indemnified Persons)

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against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Concessioning Authority Indemnified Persons.

- 36.1.2. The Concessioning Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Concessioning Authority in the land comprised in the Site, and/or (ii) breach by the Concessioning Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.
- 36.1.3. The Authority shall be responsible for, release, hold harmless and indemnify the Concessionaire and the Concessionaire Related Parties on demand from and against, all suits, actions, claims, demands, losses, damages, fines, penalties, costs or expenses (including costs of legal fees) any other liability incurred or suffered by the Concessionaire under Applicable Laws, or pursuant to the law of torts, principles of absolute liability or strict liability or polluter pays principle, as a result of:




- a. any environmental pollution, contamination or health hazard at or below the Site (including contamination of the land, water, environment and air quality and/or any findings of pollutants, chemical waste, hazardous waste, minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest) that existed at the Site prior to handover of the Site to the Concessionaire, provided that, such environmental pollution, contamination or health hazard is not identified in the Site Contamination Report and is not attributable to any act or omission of the Concessionaire; or
- b. any environmental pollution, contamination or health hazard caused by the delivery of any Prohibited Waste to the Site after the handover of the Site to the Concessionaire.

36.2 Indemnity by the Concessionaire

- 36.2.1. Without limiting the generality of Article 36.1, the Concessionaire shall fully indemnify, hold harmless and defend the Concessions Authority and the Concessions Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - a) failure of the Concessionaire to comply with Applicable Laws; payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or
 - b) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.
 - c) Death or injury to any person(s) deployed by the Concessionaire either directly or indirectly for the subject project or loss or damage to any property of the Concessionaire for any reasons whatsoever.
- 36.2.2. Without limiting the generality of the provisions of this Article 36, the Concessionaire shall fully indemnify, hold harmless and defend the Concessions Authority Indemnified Persons from and against any and

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all suits, proceedings, actions, claims, demands, liabilities and damages which the Concessing Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Concessing Authority a license, at no cost to the Concessing Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non- infringing.

36.2.3. Concessionaire agrees to indemnify, and hold indemnified the Concessing Authority against all cost, expenses, and penalties arising out of:

- a) Operations of the Project Facilities under this Agreement.
- b) Compliance with all labour laws and all possible claims and employment related liabilities of its staff employed in relation with the Project.



36.3 Notice and contest of claims.

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 36 (the Indemnified Party) it shall notify the other Party (the Indemnifying Party) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

36.4 Defense of claims

36.4.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 36, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure



the loss to be indemnified hereunder to the extent so compromised or settled.

- 36.4.2. If the Indemnifying Party has exercised its rights under Article 36.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 36.4.3. If the Indemnifying Party exercises its rights under Article 36.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
 - b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
 - c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or
 - d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - e) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
 - f) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement: Provided that if sub-Articles a, b and c of this Article 36.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and



disbursements of such counsel shall constitute legal or other expenses hereunder.

36.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 36, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

36.6 Survival on expiry of Concession period/Termination

The provisions of this Article 36 shall survive expiry of Concession period/Termination.

37. Rights and Title over the Site

37.1 Lessee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole Lessee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

37.2 Access rights of the Concessioneing Authority and others

37.2.1. The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Concessioneing Authority, Lenders, and the Independent Engineer, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect the Project or to investigate any matter within their Project Area, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

37.2.2. The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

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37.3 Property taxes

All property taxes related to the Land given on lease to the Project Developer shall be payable by the Concessioneing Authority.

37.4 Restriction on sub-letting

The Concessionaire shall not sub-lease or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project.

38. Dispute Resolution

38.1 Dispute resolution

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

38.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Municipal Commissioner of the Concessioneing Authority and the

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Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7(seven) day period or the Dispute is not amicably settled within 30 (Thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (Sixty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 38.3.

38.3 Arbitration

- a) In the case, the parties are not able to resolve their dispute or difference amicably then the aggrieved party may approach the other party for the resolution of the dispute by the appointment of an independent arbitrator.
- b) It is further agreed between the parties, that either party would not raise any dispute during the Arbitration process, which have not been raised during the Pre-Arbitral Mechanism Stage.
- c) In case, the cumulative value (including both Claims and Counter Claims) of the Dispute is less than 5 (five) crores, in that eventuality the disputes shall be referred to an Arbitral Tribunal consisting of an Independent Sole Arbitrator, appointed after consultation with both the Parties.
- d) In case, the cumulative value (including both Claims and Counter Claims) of the Dispute is more than 5 (five) crores, in that eventuality the disputes shall be referred to an Arbitral Tribunal consisting of three Arbitrators, in which one of the Arbitrator is appointed by the Authority and the Other Arbitrator is appointed by the Contractor and both the appointed Arbitrators shall appoint the Third Arbitrator.
- e) Neither party shall be at liberty to raise the request for the appointment of arbitrator, dispute after the expiration of 60 (sixty) days after the parties have failed to settle their disputes amicably.
- f) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law thereunder or modification thereof and for the time being in force shall apply to the arbitration proceedings under this Article.

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- g) The Seat of the Arbitration shall be at Amritsar, which can be changed with the expressed consent of the parties. The venue of the Arbitration shall be at the convenience of the Arbitral Tribunal.
- h) The fees of the Arbitral Tribunal shall be as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.
- i) In the event of passing of an Award by the Arbitral Tribunal, the same shall be binding upon all the Parties.
- j) The language of arbitration shall be English.
- The arbitrators shall make a reasoned award (the Award). Any Award made in any arbitration held pursuant to this Article 38 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Concessing Authority agree and undertake to carry out such Award without delay.
- k) The Concessionaire and the Concessing Authority agree that an Award may be enforced against the Concessionaire and/or the Concessing Authority, as the case may be, and their respective assets wherever situated.

39.3.1. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

38.4 Enforcement of Award

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

38.5 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.



39. Disclosure**39.1 Disclosure of Specified Documents**

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Operation & Maintenance Manual, and the Operation and Maintenance Requirements (hereinafter collectively referred to as the Specified Documents), free of charge, during normal business hours on all working days at the Project Site and at the Concessionaire's Registered Office.

39.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a no profit no loss basis.

Notwithstanding the provisions of Articles 39.1 and 39.2, the Concessions Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Articles.

39.3 Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Articles 39.1 and 39.2, or portions thereof, the disclosure of which the Concessions Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

40. Redressal of Public Grievances**40.1 Complaint Redressal Cell & Mobile Application**

40.1.1. The Concessionaire will set up a Complaint Redressal Cell/Command Centre with a tollfree number within Project facility.



- 40.1.2. The Concessionaire has to ensure that there is dedicated staff and phone lines to receive complaints. All calls shall be recorded and shall be reviewed for the quality of interaction of their staff with the customers. This recording shall be made available to the Concessioneing Authority, any or all the agency designated by the Authority for auditing purpose.
- 40.1.3. Control Room shall be staffed adequately to receive and process the complaints.
- 40.1.4. The Concessionaire shall design, develop, and deploy a mobile application for its waste collection personnel to scan the QR code of each Waste Generator after collecting waste, record and store related data, and provide the Authority with real-time access to the Mobile App data and records.
- 40.1.5. The Concessionaire will also integrate its IT system to add specific features on Registration of complaints related to non-collection of waste from waste generators, spilling of garbage from litter bins and transfer station, trucks carrying garbage spilling garbage on the road etc. A unique tracking code along with the time allocated to address the grievance will be given to the customer.

40.2 Redressal of complaints

- 40.2.1. The Concessionaire shall deploy adequate staff at the Complaint Redressal Cell to take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the reports maintained on complaint redressal and a reply stating the particulars thereof shall be sent by the Concessionaire to the registered mobile number of the Complainant.
- 40.2.2. Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Concessioneing Authority and to the Independent Engineer an online copy of the complaints registered, and the action taken to address them. The Concessioneing Authority may, in its discretion, advise the Concessionaire to take such further action as the Concessioneing Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Concessioneing Authority of its decision thereon, and if the Concessioneing Authority is of

the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

41. Miscellaneous

41.1 Confidentiality

- a) The Concessionaire and the Authority shall not at any time divulge or disclose or suffer or permit their servants or agents to divulge or disclose, transfer, communicate to any Person or use in any manner for any purpose unconnected with the Project any Proprietary Material or other information, material, documents, records or data, concerning the Project, Project, the Concessionaire and the Authority (including any information concerning the contents of this Agreement) except to their directors, officials, employees, Contractors, consultants, agents or representatives on a need to know basis or as may be required by any law, rule, regulation or any judicial process.
- b) The Concessionaire and the Authority shall use such Proprietary Material and information only for the purposes of this Agreement or as otherwise expressly permitted by the Concessionaire in writing.
- c) The Concessionaire shall ensure that all its directors, employees, Subcontractors, consultants, agents or representatives execute, deliver and comply with customary confidentiality and non-disclosure agreements reasonably required by the Authority, which have been duly approved by the Authority, with respect to the Project.
- d) The aforesaid provisions shall not apply to the following information:
 - i. obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
 - ii. already in the public domain otherwise than by breach of this Agreement;



- iii. disclosed due to a court order or under any Act of Gov / State Governments/UT

41.2 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 owned by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of State Bank of India per annum from the due date for payment hereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under Law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 41.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a party nor be deemed or construed to be a waiver of the underlying breach of payment obligation.

42. Governing Law and Jurisdiction

This agreement shall be governed by the laws of India. The Courts in the city of execution of Agreement shall have exclusive jurisdiction over all matter arising out of or relating to this Agreement.

43. Waiver

Waiver by either party of any default by the other party in the observation and performance of any provision of or obligation under this Agreement:

- a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligation under this agreement;
- b) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c) Shall not affect the validity or enforceability of this agreement in any manner.



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.

44. Survival

Expiry of Concession period/Termination of this agreement shall not relieve the either party of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and 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 expiry of Concession period/effectiveness of such termination or arising out of such expiry of Concession period/termination. Further, the provisions of indemnity, confidentiality and dispute resolution shall survive expiry of Concession period/termination of this Agreement.

45. Amendments

This Agreement and the Schedules/Annexures 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.

46. Notice

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

If to

Concessions Authority: **Office of the Municipal Commissioner, Municipal Corporation Amritsar**

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Address of the Concessing Authority

If to Concessionaire:

M/s ASR SMART CITY PRIVATE LIMITED

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:

in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address;

Local Registered office:- SCO No- 119, 1st Floor, District Shopping Centre B Block , Ranjit Avenue, Amritsar, Punjab – 143001 and

Head office is at 3R Management Limited

5F, Vandana Building, 11, Tolstoy Marg,

New Delhi - 110001

- a) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

47. 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 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.

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48. No Partnership

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

49. Waiver of immunity

Each Party unconditionally and irrevocably:

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

50. Depreciation and Interest

For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Concessing Authority shall not in any manner be liable in respect of

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any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

51. Delayed payments


The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars.

52. Exclusion of implied warranties etc.

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

53. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement 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 such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such. Spirit of the agreement is the partnership and any disputer arising out of this agreement from the interpretation of provisions perspective, the parties shall mutually discuss decide and make the addendum as part of this agreement. Any penalty under thig agreement shall be spend in the project facilities and the basis of such penalty shall always be the benefit of the city and betterment of the project. The concessionaire shall be free to raise funds via equity, grants, CSR and other VGF opportunity. The concessioning authority shall furnish


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and help them in obtaining any such funds for the betterment of the project. Any new matter which is not covered in this agreement shall be guided by the RFP and spirit of PPP agreement and the resolution shall be made with the mutual deliberation and consent of the parties. The same shall form the part of addendum of this agreement.

54. Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

55. Successors and Assigns

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

56. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

57. Counterparts


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

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

SIGNED SEALED AND DELIVERED

For and on behalf of Concessing Authority by:

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(Signature)

(Name)(Designation)

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the 18th day of December 2025 here unto affixed in the presence of

.....

Director, who has signed these presents in token thereof and company Secretary /
Authorised Officer who has countersigned the same in token thereof:

In the presence of:

1.

2.


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SCHEDULES

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1. Details of the Land

1.1. The Site

Map of the Land:

1.2. Detail of Territory-1

1.3. Ward wise Map of Municipal Corporation Amritsar

1.4. Inventory / Machinery / Infrastructure available the Project Site

There is no existing infrastructure or inventory available at the proposed site; the proposed site is plain land. There is no legacy waste dumped at the site. The Concessioneing Authority shall provide approximately XX acres of clear land to the successful bidders for the establishment of ISWM. All necessary infrastructure and required inventory for the smooth functioning of ISWM shall be developed / established by the successful bidders.

1.5. The basic detail of the Municipal Corporation Amritsar is as under: -

Sr. No.	Name of ward	Approximate population of the ward	Nos. of HHs in the ward	Tendered Waste generation (in MT)	Approximate Distance from Proposed site (in KM)
1.	East Zone	20-32, 43-47,		274	10
	West Zone	1,2, 64,65, 77, 80- 83, 85			
	North	4,6-19, 51			
	Total	44			

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- 1.6. The chemical analysis report of the MSW of Municipal Corporation Amritsar is
- 1.7. User charge bifurcation.

2. Applicable Permits

(Refer Article 4.3.1)

2.1 Applicable Permits

The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Financial Closure, save and except to the extent of a waiver granted by the Concessing Authority in accordance with Article 4.1.3 of the Agreement.



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

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Amritsar



3. Draft Performance Security

(Refer Article 9.1)

The Commissioner, Concessioneing Authority WHEREAS:

- 1 The Concessionaire & the Concessioneing Authority have entered into a Concession Agreement dated (the Agreement) whereby the Concessioneing Authority has agreed to the Concessionaire undertaking Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] on design, build, finance, operate and transfer (DBFOT) basis, subject to and in accordance with the provisions of the Agreement.
- 2 The Agreement requires the Concessionaire to furnish a Performance Security to the Concessioneing Authority, for an amount of INR -- Cr. (the-Guarantee amount) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- 3 We.....through our Branch at (the-Bank) have agreed to furnish these Bank Guarantees by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Concessioneing Authority , upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Concessioneing Authority shall claim, without the Concessioneing Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Concessioneing Authority, under the hand of the Municipal Commissioner, the Concessioneing Authority that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The

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Bank further agrees that the Concessing Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Concessing Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other Concessing Authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Concessing Authority shall be titled to act as if the Bank were the principal debt or and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Concessing Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Concessing Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Concessing Authority against the Concessionaire, and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Concessing Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Concessing Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Concessing Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

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6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Concessing Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Not with standing anything contained herein before, the liability of the Bank under this Guarantee will remain in force until compliance of the conditions specified in Paragraph 8 below and unless a demand or claim in writing is made by the Concessing Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Concessing Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security will be valid till one year after the expiry of the Concession Period.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Concessing Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Concessing Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period specified in Paragraph 8 above.

Signed and sealed this..... day of.....,20.....at.....

SIGNED, SEALED AND DELIVERED.

For and on behalf of the Bank by

(Signature) (Name)(Designation) (Code Number) (Address)

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NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.


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4. Deleted

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5. Project Completion Schedule

(Refer Article 14.2.2)

5.1 Project Completion Schedule

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

Scheduled COD would be 3 months from the date of signing of concession agreement.

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S. N	Description	Days											
		Financial closure						Construction Period					
1	Preparation of all Project drawings & approval from the required approval authority or the authority appointed Agency from Letter of Award (LoA)												
2	Obtain all applicable permits such as licenses, consents, permissions, NOCs & approvals from the concerned and Govt. agencies from Letter of Award (LoA)												
3	Complete provision of all the utilities such as water, power, internal roads, boundary wall, lighting facility, storm water drain at Processing Facility as per Manual of Design Input from Letter of Award (LoA)												



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4	Complete construction of Transfer Stations, Processing facilities at the site after completion of Sr.No.1, 2 and 3																					
5	a) Plant installation, machinery including electrical, mechanical and instrumentation facilities / utilities at Processing Facility b) Completion of construction works for power evacuation facilities. c) Completion of construction works for collection, storage d) And treatment of leachate, etc. after completion of Sr.No.1 and 2.																					
6	Testing period to monitor the plant, machinery and equipment and processing facility after the completion certificate received from Independent Engineer.																					
7	Final commissioning with full load capacity after completion of Sr.No.6																					



6. Drawings

(Refer Article 14.4)

Sr. No.	Description
1.	Processing and Treatment Facility & Transfer Station (if any)
a)	General layout and construction details such as fencing / boundary wall, building sectional view, etc
b)	Plantation and green belt area with species details
c)	Facilities drawing like internal roads, machinery, weighbridges, maneuvering of vehicles, MRF, processing/ treatment, Windrow Composting facility recycling, etc
d)	Utilities drawing such as security arrangement, restroom, etc
e)	Electric supply, water supply, storm water drainage, leachate treatment, etc
f)	Any additional facilities drawing provided by Concessionaire such as rainwater harvesting, solar power or/wind power, etc

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

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7. Tests

(Refer Article 16.1.2)

Tests

For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance.

In the event that results of any tests conducted, any defects or deficiencies in the Construction Works observed, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer on this behalf.

During the Construction Period, Independent Engineer to carry tests to determine whether the Construction is being carried out in conformance with the Construction Requirements given in the Schedules to this Agreement and whether the Construction Milestones of the Project have been achieved.

At least 90 (ninety) days prior to the likely completion of the Project Facilities, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Facilities to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire and notified to Concessioneing Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests.

Before the civil construction starts, the Concessionaire shall need to follow the entire standard tests such as soil investigations, ground water levels, hydro-geological tests, concrete grades tests, etc.

- 7.1.1 The Concessionaire shall arrange the tests as per recommendations of the manufacturer of all electrical and mechanical machinery and equipment, and the test results shall be recorded in the presence of the Independent Engineer.
- 7.1.2 The Concessionaire shall arrange the tests of electrical equipment as per the requirement of the supply company and the test reports shall be furnished to them to get the electric supply. Similarly, any test required to be carried out as per Supply Company requirements shall be carried out in presence of the Independent Engineer.

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- 7.1.3 All tests in relation to the electrical equipment shall be conducted by the licensed electrical contractors only.
- 7.1.4 The relevant tests to be conducted shall be finalized by the Concessionaire in consultation with the Independent Engineer from time to time.

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8. Completion Certificate

(Refer Articles 16.2 and 16.3)

8.1 Completion Certificate

- I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated.....(the Agreement), for Development Of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] in Amritsar, Punjab on design, build, finance, operate and transfer (DBFOT) basis, through **M/s ASR SMART CITY PRIVATE LIMITED**, hereby certify that the Tests specified in Article 16 and Schedule 7 of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service.

It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the

Day of..... 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the INDEPENDENT ENGINEER by:

(Signature)

(Name) (Designation) (Address)

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8.2 Provisional Certificate

I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated.....(the Agreement), for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] in Amritsar, Punjab on design, build, finance, operate and transfer (DBFOT) basis, through M/s **ASR SMART CITY PRIVATE LIMITED**, hereby certify That the Tests specified in Article16 and Schedule7 of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.

Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Concessions Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire.) I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project, pending completion thereof.

In view of the foregoing, I am satisfied that the Project can be safely and reliably placed in commercial service, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into commercial operation on this theday of20.....

ACCEPTED, SIGNED, SEALED AND DELIVERED

For and on behalf of CONCESSIONAIRE by: (Signature) (Name)
(Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of the

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INDEPENDENT ENGINEER by: (Signature)
(Name)(Designation)(Address)

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9. Construction Requirements

9.1. General

- 9.1.1. The facilities to be provided in the Integrated Municipal Solid Waste (MSW) that which includes Pre-Processing Facility/MRF, Wet Waste Processing (Windrow Composting or any suitable technology) Facility, which is to be implemented by the Concessionaire as part of the Project, have been highlighted in this Schedule and as given in the Background Documents.
- 9.1.2. The Concessionaire shall adhere to all applicable rules, regulations, acts, guidelines, standards and laws which are applicable for this Project. Some of these important rules, regulations, acts, guidelines, standards, etc. are as follows:
- 9.1.2.1. All applicable rules, regulations, acts, guidelines, standards and laws of Government of India and the State Government
 - 9.1.2.2. All applicable Indian Standards (IS)
 - 9.1.2.3. All applicable standards by the Bureau of Indian Standard (BIS)
 - 9.1.2.4. All norms of the Indian Road Congress (IRC)
 - 9.1.2.5. All norms of the National Building Code (NBC)
 - 9.1.2.6. SWM Rules, 2016
 - 9.1.2.7. Environment (Protection) Act, 1986
 - 9.1.2.8. Environment (Protection) Rules, 1986
 - 9.1.2.9. EIA Notification, 2006 and amendments
 - 9.1.2.10. Guidelines and recommendation of Central Public Health & Environmental Engineering Organization (CPHEEO), MoUD, GoI
 - 9.1.2.11. Electricity Rules, 2005
 - 9.1.2.12. Electricity Act, 2003
 - 9.1.2.13. Guidelines of the State Electricity Regulatory Commission
 - 9.1.2.14. All applicable norms of the Central Electricity Authority (CEA)
 - 9.1.2.15. All applicable rules, regulations, acts, guidelines, standards of Central Pollution Control Board (CPCB) and State Pollution Control Board (SPCB)
 - 9.1.2.16. Motor Vehicle Act and Vehicle Emission Control
 - 9.1.2.17. Labour Laws—Minimum Wages, Contract Labour Abolition and Regulations

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9.1.2.17. Construction standards by Punjab State Public Works Department and Municipal Corporation Amritsar and any other state government departments

9.2. Transfer Station (If any)

9.2.1 The minimum facilities to be provided in the Transfer station is to be implemented by the Concessionaire as part of the Project have been presented in this Schedule.

The Transfer station shall conform to the minimum design requirements set out in this Schedule and to the SWM Rules 2016.

The land is available in Municipal Corporation Amritsar for development of Transfer station. The area utilization for development of the Transfer station, as specified in this schedule, shall be as per the Applicable Laws, Good Industry Practices and in accordance with the construction requirements as set out hereunder.

Transfer station should be capable to handle waste quantity expected to be received during last year of the concession period. Further, the facility is to be designed in a manner so that it is able to take variable input up to more than 20% of the designed handling capacity, which has to be determined by the Concessionaire in the DPR prepared during the Planning Phase. Further, the Concessionaire shall provide the design of the proposed system with the justification of its adequacy to be able to handle the generated waste during the entire project life and get it approved by the Independent Engineer (IE) and the Authority before commencement of construction.

The Concessionaire shall follow general guidelines of the building design including energy conservation methods, an aesthetic look and vertical design to minimize ground coverage for architecture of the proposed facility.

Transfer station is a Temporary waste storage facility where vehicles (by the Concessionaire). bring the waste and waste is transported to ISWM facility (by the Concessionaire). Transfer station shall include:

- i. A boundary wall of 2 m high
- ii. A shed of appropriate dimension.
- iii. Appropriate platform for receiving the waste.
- iv. Portable Compactors (separate compactors Dry Waste, Wet Waste and Mixed waste, if any) should be placed for storage of waste.
- v. One hydraulically operated device to receive and unload the waste into container.
- vi. A compactor container body shall be 10.5 cum so that the same can be lifted by Hook Loader mounted on 16 MT chassis for transportation and unloading of compacted garbage at the processing site.

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- vii. The container shall be provided with leachate collection tray for collection of leachates during compaction of garbage & there should be suitable drainage system.
- viii. The compactor head shall be powered by Hydraulic power unit.

The complete facility infrastructure development, along with design and specifications of all components, shall be included in the DPR prepared by the Concessionaire during the Planning Phase and should be approved by the Independent Engineer (IE) and the Authority. The complete facility infrastructure development should include the following at a minimum (as per the proposal submitted and accepted by the Authority):

Concessionaire shall establish and maintain Transfer station in such a manner as they do not create unhygienic and insanitary conditions around it.

- i. Wastes stored are not exposed to open atmosphere and shall be aesthetically acceptable and user-friendly.
- ii. Concessionaire needs to ensure that no compactors, wherever placed, shall overflow with the waste at any point of time.

Concessionaire ensures to train their workers to avoid manual handling of waste. If unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers by regular use of required protective gears.

The Concessionaire is entitled to use the existing immovable facilities available at Transfer station of Municipal Corporation Amritsar including permanent structures, bins etc., wherever available and useful, and maintain the same during the Concession Period.

9.3. Processing facility

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

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

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

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9.3.1.3 Construction Phasing Plan: These shall provide the ultimate use of the site in a planned phasing approach. Interfacing of construction and operation shall be noted. At a minimum, it shall require an overall drawing (recommended scale 1:100) as well as construction phase drawings (recommended scale 1:100) showing the construction phasing details. The construction phasing details shall include details on processing facility development, phasing of cells, leachate collection system, roads, and all other components of the processing facility.

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

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

9.3.1.6 Odour Control Management Plan: This plan shall show odour control mechanism and management plan (recommended scale 1:100).

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

9.3.2 Quality Control

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

9.2.2.1- Continuous inspection and field supervision by qualified personnel provided by the Concessionaire.

9.2.2.2 Laboratory testing of construction materials.

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9.2.2.3 Utilizing experienced Concessionaires and workers having a minimum of 5 years of experience in their profession or trades.

9.2.2.4 Conformance to manufacturer's installation QC procedures.

Facility Construction: The Concessionaire must construct the facilities in strict accordance with the approved design drawings by the Independent Engineer. They shall also be advised that any changes of the approved design would require approvals.

9.3.3 Construction Phasing Plan

9.3.3.1 For each phase, the Concessionaire shall prepare engineering drawings that will be presented to Independent Engineer for review and approvals.

9.3.3.2 The construction phasing plan shall demonstrate that the site has sufficient disposal capacity. The phasing plan shall show how interfacing of the construction and operation would take place.

9.3.3.3 Concessionaire is responsible for providing appropriate engineering drawings (recommended scale 1:100) showing cell construction details including profile of the cell leachate collection pipes, lateral drawings layers, perimeter roads, and access roads and other important details. The final cover system shall be based on the recommendations of MoEF and CPHHEO Manual.

9.3.3.4 The office building shall be a permanent structure and shall be equipped with an office area for facility management and supervisory control as mentioned in the Background Documents.

9.3.3.5 The Concessionaire is responsible for design and construction of on-site utilities and facilities as given in Background Documents.

9.3.4 On-Site Access Road

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

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house to the various units / facilities. The access road shall be designed and constructed to include ditching and drainage.

9.3.5 Site Access Road

Through the service specification, it shall require that the access road design allow for two-way traffic to and from the facilities and shall be designed to accommodate vehicles having a minimum 40- tonne gross weight. The approach road Up to the project site shall be provided by the Concessioning Authority.

9.3.6 Site Fencing

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

9.3.7 Storm Water Drainage and Rainwater Harvesting System

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

9.3.8 Lighting

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

9.3.9 Green Belt

The species of the trees for providing vegetative cover shall be approved by the Independent Engineer and as listed in Background documents/ EIA Report. The green cover requirements within the processing facility shall be

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minimum of 3 m wide along the site boundary. Garden/lawns wherever possible shall be created to improve the aesthetics.

9.4 Procedure

9.4.1 Before commencement of any construction activity, the Concessionaire shall finalize a construction plan for the Project (the **Construction Plan**) in consultation with the Independent Engineer. The Construction Plan shall, inter alia, include:

A detailed plan of implementation for putting up and operationalizing the Project, which shall specify at least four major milestones.

9.4.1.1 Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project- related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management and quality control).

9.4.1.2 A broad method statement for key items (including earth works, concrete works, structural concrete work, and road works) setting out the methodology of construction, materials and construction equipment mobilization/ utilization plans.

9.4.1.3 Details of the quality assurance and quality control procedures and 9.3.1.4.

9.4.1.4 Format of the Monthly Project Progress Report giving details of the physical progress in implementation of the Project and operations and maintenance activities undertaken (Monthly Project Progress Report). Prior to commencement of any implementation/construction, the Concessionaire shall also finalize in consultation with the Independent Engineer an appropriate schedule for submission of all the documents for review.

9.4.2 During Construction

The Concessionaire shall:

9.4.2.1 ensure that the construction of the Project is undertaken with no inconvenience to the traffic.

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9.4.2.2 take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third-party rights and properties.

9.4.2.3 ensure adequate safety of the personnel deployed which would include measures such as the provision and maintenance of barricades, and illumination during night in consultation with the Independent Engineer.

9.4.2.4 adhere to the Construction Plan and O&M Plan.

9.4.2.5 Deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the Independent Engineer.

9.4.3 Positions and Levels

The Concessionaire shall be responsible for:

9.4.3.1 The accurate setting-out survey control points, lines and levels of reference,

9.4.3.2 The correctness of the positions, levels, dimensions and alignment of all Components of the Project,

9.4.3.3 The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities,

9.4.3.4 At any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any component of the Project, the Concessionaire, on being asked to do so by the Independent Engineer, shall at his own cost, rectify such errors to the satisfaction of the Independent Engineer

9.4.3.5 The checking of any setting-out or of any line or level by the Independent Engineer shall not in any way relieve the Concessionaire of his responsibility for the accuracy there of and the Concessionaire shall carefully protect and preserve all benchmarks, sight rails, pegs and other materials used in setting-out the works.

9.4.4 Tests

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

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be agreed upon with the Independent Engineer prior to implementation/construction.

9.4.5 Reporting Requirements and Documents to be provided

9.4.5.1 During the Construction Period, the Concessionaire shall submit to the Independent Engineer/the Concessioning Authority, Monthly Project Progress Reports (for each calendar month or part thereof) within 5 working days of the last day of the month.

9.4.5.2 The report shall review the progress made, identify slippages, if any, and Project the future activities to be undertaken (including rectifications), construction activities undertaken and would, inter alia, include all studies, surveys, investigations and test carried out.

9.4.5.3 The Concessionaire shall submit the copies of documents in the form of three hardcopies (printed) and two in electronic form.

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10. Operation and Maintenance Requirements

10.1. General

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

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

- 10.1.1. Ensure the safety of personnel deployed on and users of the Project or part thereof;
- 10.1.2. Keep the equipment and machinery employed for the Project from undue deterioration and wear
- 10.1.3. Permit unimpaired performance of statutory duties and functions of any Party in relation to the Project;
- 10.1.4. During the Concession Period, the Concessionaire shall, in respect of the Project, ensure that:
 - Applicable and adequate safety measures are taken.
 - Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project components, due to any of its actions, is minimized
 - Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized
 - Disturbance or damage or destruction to property of third party by operations of the Project or Project components is controlled/minimized

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- Data relating to the operation and maintenance of the Project is collected.
- All materials used in the operation, maintenance of any of the Project component shall meet the Construction Requirements;
- The personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O&M Requirements.

10.2. Operations & Maintenance Manual and Plans

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

10.2.1.1. Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalize in consultation with the Independent Engineer:

10.2.1.2. The O&M Manual (including the formats for the reports to be submitted during the Operations Period and the Post Closure Period)

10.2.1.3. The O&M Plan for the first five years of operations and shall be modified for subsequent years.

10.2.2. Six weeks prior to the anniversary of COD each year, the Concessionaire shall submit to the Independent Engineer and The Concessing Authority an annual O&M Plan for the next year of operations.

10.3. General Requirements

10.3.1. Installation of Closed-Circuit Television Cameras

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

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

10.3.3. Maintenance of Structures

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

10.3.4. Maintenance of Utilities and Services

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

10.3.5. Maintain Hygienic and Aesthetic Conditions

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

10.3.6. Hazardous Waste Disposal

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

10.4. Cleaning and Maintenance Requirements

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

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

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- 10.4.2 All moving or fixed equipment and machinery are maintained clean and in good working condition.
- 10.4.3 All service facilities, e.g. outdoor sewage system, leachate management system, etc., are inspected regularly, cleaned and maintained.
- 10.4.4 Every day at closing time the internal roads and other paved areas shall be inspected, and any spillage of MSW shall be collected and disposed properly.

10.5. Monitoring Procedures

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

10.6. Management of Labour and Prevention of Accidents

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

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

- (a) The Concessionaire shall not employ in connection with the work any person who has not completed 18 years of age.
- (b) The Concessionaire shall furnish to the Concessions Authority; information on the various categories of labour employed by him and the facilities given to the employees in the form prescribed for the purpose at such intervals as may be specified in the work specification.
- (c) The Concessionaire shall keep all records desired under the said labour laws and submit periodical returns to the respective statutory authorities.

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- (d) The Concessionaire shall in respect of labour employed by him comply with provisions of the various labour Laws and the Rules and Regulations as applicable to them in regards to matters provided therein and shall indemnify Concessioneing Authority in respect of all claims that may be raised against Concessioneing Authority for non-compliance thereof by the Concessionaire.

The Concessionaire shall report and register all occurrences of;

- (e) Accidents involving risks for human health and security;
 (f) Other incidents connected with occupational health and security; and
 (g) Unscheduled interruptions to the planned operations including fires, explosions, break- down of vehicles, break-down of essential machinery & equipment, etc.

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

10.7. Facilities and Benefits for the Work Force Employed

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

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

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

10.8. Training and Social Programs

- (a) The Concessionaire shall provide community and training center within the Project Site wherein multiple employments related capacity building and training activities shall be undertaken and necessary skills shall be imparted.

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- (b) The Concessionaire shall provide an employment opportunity based on training and skill assessment. The secondary employment and/or business opportunity shall be created through the facility operator or support services.
- (c) The Concessionaire shall provide training and awareness to labours at plant, which should be a continuous activity and maintain the records.
- (d) The Concessionaire shall involve the NGOs, Govt. organizations, representative of local gram panchayats, Dist. Collector Officers, etc in consultation with the Concessioneing Authority for training and public awareness program.
- (e) The Concessionaire shall maintain health records of all the artisans and labour staff. The health record formats and record keeping procedure shall be approved by Concessioneing Authority /concerned medical representative.

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11. Operational Plan

(To be submitted by the Concessionaire)

The operational plans should include the following key points:

- a) Door-to-Door Collection and Transportation
 - Daily Operational Plan for collection of waste from door-to-door
 - Machineries/equipment operational plan
- b) Transfer Station (If Any)
 - Machinery/Equipment Operational Plan
- c) Secondary Collection and Transportation
 - Daily Operational Plan for collection & transportation of waste from transfer station
 - Machineries/equipment operational plan
- d) Processing Facility
 - Number of processing lines and their operational plan for Pre-processing facility/ MRF facility.
 - Number of processing lines and their operational plan for processing (Windrow Composting facility)
 - Machineries/equipment operational plan
 - Routine and break down maintenance plan
- e) Environmental Management Plans
 - Monitoring plan
 - Quick response mechanism
 - Maintenance plan for plantation and greenbelt
 - Health and safety plan
 - Pollution control units and their operational plan
- f) Disaster Management Plan
- g) Month-on-month maintenance schedule of plant.

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13. Safety Requirements

13.1. Safety Requirements

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

- 13.1.1 Concessionaire is expected to pre-plan all work to minimize the potential for personal injury and property damage.
- 13.1.2 Develop the plan in a Project specific nature, which is designed to anticipate and identify hazards before work begins. Know in advance what measures will be taken to eliminate hazards or adequately control the anticipated risks for each scope of work. This information shall include, but is not limited to: scope of work, sequence of activities, site specific fall protection, high angle rescue procedures, safety control methods, training records, competent persons, lead abatement, asbestos abatement and excavations. The planning does not stop at the pre-planning stage, but is a continuous process of assessment and evaluation. When changes occur or new hazards are identified during the course of the Project, the work should be suspended while the plan is revised.
- 13.1.3 Ensure all subcontractors, suppliers and vendors are informed of their obligations regarding safety and of the Contractor Safety Requirements.
- 13.1.4 Plan and execute all work to comply with the stated objectives and safety requirements contained in the Contractor Safety Requirements, contract provisions, federal, state, and local laws and regulations, and standards.
- 13.1.5 Concessionaire or their contractors/subcontractors with 25 or more employees on a single shift will establish a fulltime position of a Contractor Safety Manager to perform safety inspections and training services. In addition, for every additional 100-job site employees added, an additional Safety Management Representative shall be required. In the event that the Contractor has less than 25 employees, the

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- contractor shall appoint an onsite person who along with other concurrent duties shall serve as the Contractor's Safety Representative.
- 13.1.6 Concessionaire shall maintain its own orientation program for its employees that shall include as a minimum a review of (1) hazards present in the area in which they will be working and (2) the personal protective equipment and apparel the workers will be required to use or wear as specified under Occupational Safety and Health Administration (OSHA).
- 13.1.7 Concessionaire shall provide and maintain a chemical and flammable material storage area as described in the Contractor Safety Requirements. Be responsible for the control, availability and use of necessary safety equipment, including personal Protective equipment (PPE) and apparels for the Concessionaire employees.
- 13.1.8 Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions and a review of any incidents and corrective actions. Additionally, encourage, solicit and follow up on safety related suggestions from Concessionaire employees.
- 13.1.9 Report all injuries and incidents in a timely manner in accordance with federal and/or state laws and regulations and the Contractor Safety Requirements.
- 13.1.10 Analyze all incidents and implement immediate corrective action.
- 13.1.11 Provide job supervisors with appropriate training materials to conduct weekly safety meetings and attend said meetings to evaluate their effectiveness.
- 13.1.12 Review safety meeting reports submitted by job supervisors and take necessary action to ensure that the job supervisors hold meaningful weekly safety meetings.
- 13.1.13 Implement safety-training programs for Contractor supervisors and employees applicable to their specific responsibilities.
- 13.1.14 Maintain list on-site of personnel available for first aid and emergency treatment for injured Contractor employees.
- 13.1.15 Concessionaire will be responsible for providing a safety orientation training session for all workers before they are allowed to begin work. The orientation safety training will be conducted by the authorized representative as suggested by

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the Concessioneing Authority and will include a summary of the Contractor Safety requirements/ Heads- Up Safety Training and awareness.

- 13.1.16 At a minimum Contractor representative to adequately train its employees according to applicable safety standards. This training may include but is not limited to: fall protection, fire watch, scaffolds, forklifts, excavation, ladders, confined space entry, respiratory protection, OSHA-PSM (Process Safety Management), grounding, shoring and traffic control etc.
- 13.1.17 In the event of a work-related incident resulting in a Contractor employee injury or near miss, Contractors shall notify their Appointed Representative immediately.
- 13.1.18 Contractors shall provide the appointed representative with an initial report of incident, in writing, within 24 hours of the accident. Hard copy or electronic formats are acceptable.
- 13.1.19 Contractors shall provide a completed accident investigation report within three (3) working days of the incident. In the event, their investigation requires more time to investigate due to the complexity of the incident, Contractors shall communicate to the appointed Representative in writing including intimation to higher authorities of Concessioneing Authority. This communication shall include the issues causing the delay and an estimated investigation completion date.
- 13.1.20 All first aid injuries shall be documented for record keeping purposes. In the event a first aid case develops into a Contractor employee injury, accident reporting and investigation procedure be initiated as outlined previously.
- 13.1.21 In order to maintain a safe and healthy work environment in emergency situations, Concessionaire has developed this emergency action plan to help safeguard Contractor employees while working on Concessioneing Authority Sites. All Contractor employees will be trained in the use of this plan and informed of their role in implementing it during their required safety orientation training. This policy is mandatory and must be strictly followed by all Contractors and their personnel while working on Sites.

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- 13.1.22 When notified of an emergency evacuation (an audible alarm/verbal announcement will be used by Concessionaire to alert employees of an evacuation), Contractors must immediately evacuate their personnel from the Project Site, perform a head count and report missing personnel to concerned in-charge of the facility and take appropriate steps for investigation. When evacuating any building, structure or job site, employees should utilize the nearest exit to them. Personnel will remain at the designated site until an all-clear is announced or further evacuation steps are ordered.
- 13.1.23 Concessionaire shall comply with the latest revision Safety Rules & Procedures Permit. Contractors shall provide adequate fire protection equipment in each of their storage areas, offices and other temporary structures.
- 13.1.24 Concessionaire is responsible for orienting employees on the specific safety rules that must be followed by all persons working on Project Facilities. Other personal protective equipment (PPE) is also required in accordance with the appropriate safety standards and equipment as set by the manufacture's specifications. A list of the minimum personal protective requirements is as follows:
- 13.1.25 The Contractor shall be responsible for providing and ensuring the use of required personal protective equipment for its employees.
- 13.1.25.1. Approved hard hats, shall be worn at all times while on the Site. It is required that each Contractor use an American National Standards Institute (ANSI) approved hardhat.
- 13.1.25.2. Safety glasses, which meet applicable ANSI standards, are required at all times while on the Site and should include approved side shields. Only clear safety glasses are allowed to be used inside buildings or enclosed structures. Shaded goggles or hoods may be used while welding or cutting requires. Prescription safety glasses with self-tinting capabilities may be worn on-site.
- 13.1.25.3. PPE shall be worn while travelling from the security gate, while travelling through the plants, working outside or otherwise engaged in

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work at each station, except in areas specifically designated as PPE not required.

- 13.1.25.4. Contractor's vendors and visitors will be required to meet these same standards.
- 13.1.25.5. Good housekeeping affects safety, quality and production. It is the responsibility of Concessionaire onsite to keep their work area clean. Concessionaire are responsible or trash and debris that is generated by their work. Trash and debris must be collected and placed in proper containers on a daily basis.
- 13.1.25.6. Trash shall not be randomly thrown off a floor or through openings in the floor. Trash chutes, trash boxes, or other approved means such as barricading and/or flagging shall be utilized.
- 13.1.25.7. Safety requirement mentioned in the Environment Impact Assessment (EIA) Report shall be compliance.

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14. Environmental and Social Standards

- 14.1. Environmental Standards
- 14.1.1. The Concessionaire shall follow all the environmental standards for processing facility as per Solid Wastes Management Rules, 2016 and any amendments thereto till date. It shall also follow all those additional or stricter standards as defined in the Background Documents.
- 14.1.2. The Concessionaire shall meet the standards during the construction period as per the instruction or suggestion by the Independent Engineer from time to time based on the environmental standards applicable.
- 14.1.3. The Concessionaire shall meet the standards during the operation period as per the instruction or suggestion by the Appointed Agency/ Project Monitoring Agency from time to time as per the design requirement and applicable standards.
- 14.1.4. The Concessionaire shall form the Environmental Monitoring Cell (EMC) to review the effectiveness of environment management system during construction and operation phase of the Project Facilities. Independent Engineer shall be the Governing the Concessions Authority over the EMC functions.
- 14.1.5. EMC shall follow the schedule for monitoring as given in Background Documents and shall meet regularly to review the effectiveness of the EMP (Environmental Monitoring Program) implementation. The data collected on various EMP measures would be reviewed by EMC and if needed corrective action will be formulated for implementation purposes.
- 14.1.6. The Concessionaire through EMC shall co-ordinate all monitoring programs at Project Site and data thus generated shall be regularly furnished to the state regulatory agencies. The Environmental Audit reports and review shall be prepared for the entire year of operations and shall be regularly submitted to regulatory authorities.
- 14.1.7. The Concessionaire shall setup a well-equipped laboratory for monitoring and analysis of environmental parameters for air quality, meteorology, water,

wastewater, noise, groundwater, etc based on the overall monitoring requirement as given in Background Documents.

- 14.1.8. The Concessionaire shall follow the QA/QC procedures for all laboratory services and strive to get the certified laboratory status from quality point of view such as ISO 9000 and other similar standards. The overall goal should also be to acquire the status of certified and recognized laboratory under MOEF, Government of India. The Concessionaire shall strive to get ISO14001 certification for the entire facility.
- 14.1.9. The Concessionaire shall follow the environmental issues with management action along with responsibilities as mentioned in the following table.

Environmental Issues	Management Action	Implementation Responsibilities
Project Location		
Tree Clearance	EMC will prepare a detailed Transplantation and Plantation plan and monitoring the implementation	Concessionaire
Energy Conservation Plan	EMC will prepare a detailed Energy Conservation plan and monitoring the implementation	Concessionaire
Loss of local fauna	EMC to create plan as per EIA report and implement the same	Concessionaire
Loss of trees & vegetation in the Project area	EMC will prepare a detailed plantation plan and monitoring the implementation.	The Concessioneing Authority /

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	The Concessions Authority to closely oversee the work of trees and vegetation removal or plantation	Concessionaire
Increase in the water requirement for domestic purpose	EMC to monitor and prevent the excess water consumption	Concessionaire
Stress on the surrounding marine ecosystem	EMC will plan the earth movement in consultation with the Concessionaire and see to it that the mitigation measures are implemented by the contractor/operator	Concessionaire
Change in land use pattern	Preparation the landscaping and greenery plan	Concessionaire
Loss of any archeological/cultural /historic site	The operator of the facility will be planned to eliminate any odor or pollution	Concessionaire
Processing/Implementation		
Air Pollution	The EMC would look into the Action of the operator on regular basis	Concessionaire

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High dust level	The EMC would look into the action of the contractor on a regular basis. The Concessioning Authority through its monitoring agency can receive feedback and direct the agency for corrective measures	The Concessioning Authority / Concessionaire
Sediment runoff	EMC will plan the excavation, etc in consultation with the contractor and see to it that the mitigation measures are implemented by the contractor	Concessionaire
Safety of workers	EMC to monitor and ensure the security and safety of workers	Concessionaire
Interference with the natural drainage of the local ecosystem	Possible changes in natural drainage system to be avoided. Concessioning Authority to closely oversee any changes in natural drainage system	The Concessioning Authority / Concessionaire
Flooding in other low-lying areas	EMC to monitor the construction and layout plan	Concessionaire
Noise Pollution	Make provision in the contract to limit the noise pollution. EMC will monitor noise. Low noise vehicles with proper maintenance and monitoring EMC to	Concessionaire

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	monitor the quantity and disposal	
Disposal of Excavated material	EMC to monitor the quantity and disposal	Concessionaire
Safety hazard during the erection and operation	Regular monitoring and reporting	Concessionaire
Operation Phase		
Air pollution due to the MSW vehicles and processing plants	EMC to ensure the air pollution of facility meets the norms. Regular noise monitoring and reporting	Concessionaire
Increase in power consumption	EMC will prepare a detailed Energy Conservation plan and monitor the implementation with the operator of the facility	Concessionaire
High air pollution along the various transport corridors leading to and away from the site	EMC will monitor pollution and inspection log of vehicles	Concessionaire

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SmartCity Private Limited

Noise pollution due to the operational activities	EMC to monitor noise and give feedback for control	Concessionaire
Noise pollution along the various transport corridors leading to and away from site	EMC to monitor the noise pollution	Concessionaire
Solid waste management issues	EMC to monitor and report	Concessionaire
Sewage/leachate treatment issues	To maintain the STP as per the standard prescribed norms. EMC to monitor the same	Concessionaire
Periphery Development	The Concessioneing Authority initiatives to be Communicated to Concessionaire for its implementation	Concessionaire

14.2. Social Standards

- 14.2.1. The Concessionaire shall provide a separate clinic at the Project Site where people can approach for primary health advice.
- 14.2.2. The Concessionaire shall provide community and training center within the Project Site wherein multiple employments related capacity building and training activities shall be undertaken and necessary skills shall be imparted.
- 14.2.3. The Concessionaire shall provide an employment opportunity based on training and skill assessment. The secondary employment and/or business

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opportunity shall be created through the facility operator or support services. The Concessionaire shall provide training and awareness to labours at plant, which should be a continuous activity.

- 14.2.4. The Concessionaire shall give prior importance to nearby population to get involved in the activities of horticulture, garden maintenance, energy management, etc. at the Project Facilities.

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15. Waste Reports

(Refer Article 5.7)

15.1 Report for Processing Plant

15.1.1 Daily Report for other details of the Processing Facility

Date:			
Downtime of weighbridges (hrs):			
		Downtime of Pre-Processing/MRF (hrs):	
Downtime of Processing Plant module (hrs):		Description of the module:	
Total quantity of MSW received:			100% (tonnes)
Quantity of recyclable MSW recovered:			% (tonnes)
Quantity of biodegradable and combustible MSW:			% (tonnes)
Quantity of waste landfilled	Inert waste:		% (tonnes)
	Process remnants:		% (tonnes)
	Total(b):		% (tonnes)
Quantity of unprocessed MSW at the Processing Plant			(tonnes)
Quantity of MSW rejected:	ton	Reasons for the rejection:	

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15.1.2 Monthly Report

Date from:		Date to:	
Total downtime of weighbridges (no of shifts):			
Total downtime of Pre-Processing facility and RDF Facility (no of shifts):			
Downtime of each Processing Plant module (no of shifts):	S. No.	Module Description	Downtime
Total quantity of MSW received:			(tonnes)
Total quantity of recyclable MSW recovered:			(tonnes)
Total quantity of biodegradable and combustible MSW:			(tonnes)
Total quantity of waste landfilled	Inert waste:		(tonnes)
	Process remnants:		(tonnes)
	Total:		(tonnes)

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Total quantity of unprocessed MSW at the Processing Plant		(tonnes)
Monthly Average quantity of MSW delivered at the Processing Plant		(tonnes)
Total quantity of MSW rejected:	(tonnes)	Reasons for the rejection:
Note on compliance to applicable standards		

15.2 Consolidated Monthly Report

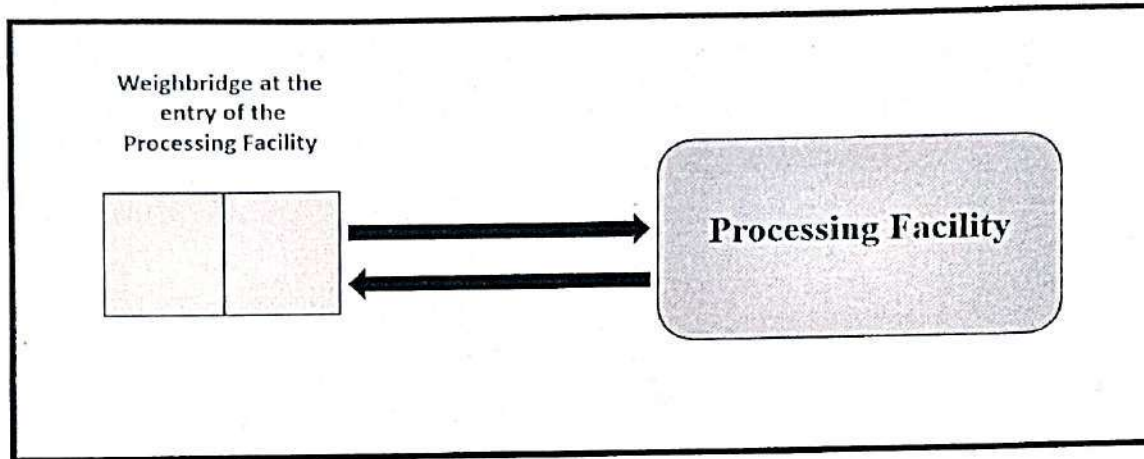
Monthly Waste Report		
Date from:	Date to:	
Total quantity of MSW received at the Processing Facility	100%	(tonnes)
Total quantity of waste landfilled	%	(tonnes)

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15.3 Schematic Drawing of Weigh Bridges Locations



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16. Vesting Certificate

The Municipal Commissioner, Amritsar refers to the Concession Agreement dated 4th December 2025 (the "Agreement") entered into between the Concessing Authority

and

M/s ASR SMART CITY PRIVATE LIMITED (the "Concessionaire") for Development of Integrated Solid Waste Management (Collection, Transportation, Processing & Disposal) For Municipal Corporation Amritsar [Territory (2)] in Amritsar, Punjab on design, build, finance, operate and transfer ("DBFOT") basis.

The Concessing Authority hereby acknowledges compliance and fulfillment by the Concessionaire of the Divestment Requirements set forth in Article 29.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Concessing Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Concessing Authority, free from any encumbrances, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this

AGREED, ACCEPTED AND SIGNED

For and on behalf of CONCESSIONAIRE by:

(Signature)

(Name)

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(Designation)

(Address)

AGREED, ACCEPTED AND SIGNED

For and on behalf of Concessing Authority by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

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17. Substitution Agreement

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

AMONGST

1. The MC Amritsar, established under the ____ Act 1974, represented by its Municipal Commissioner and having its principal offices at [Address of Concessing Authority] (hereinafter referred to as the "Concessing Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
2. **M/s ASR SMART CITY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at **SCO No- 119, 1st Floor, District Shopping Centre B Block , Ranjit Avenue, Amritsar, Punjab – 143001** and head office at **3R Management Limited 5F, Vandana Building, 11, Tolstoy Marg, New Delhi - 110001**, (hereinafter referred to as the "Concessionaire" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
3. name and particulars of Lenders' Representative and having its registered office at, acting for and on behalf of the Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

The Concessing Authority has entered into a Concession Agreement dated with the Concessionaire (the "Concession Agreement") for the Project on design, build, finance, operate and transfer basis (DBFOT), and a copy of which is annexed hereto and marked as Annex -A to form part of this Agreement.

- A. Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

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- B. Lenders have requested the Concessioneing Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
- C. In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Concessioneing Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

18.1. Definitions and Interpretation

18.1.1 Definitions

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

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

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

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

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

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

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

18.1.2 Interpretation

- a. References to Lender’s Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lender’s Representative, acting for and on behalf of Lenders.
- b. References to Articles are, unless stated otherwise, references to Articles of this Agreement.
- c. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- d. The rules of interpretation stated in Articles 0, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

18.2 Assignment

18.2.1 Assignment of rights and title

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

18.3 Substitution of the Concessionaire

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18.3.1 Rights of substitution

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

18.3.2 Substitution upon occurrence of Financial Default

- (a) Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof and send a copy to the Concessions Authority for its information and record. A Notice of Financial Default under this Article 18.3 shall be conclusive evidence of such Financial Default, and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.
- (b) Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.
- (c) At any time after the Lender's Representative has issued a Notice of Financial Default, it may by notice require the Concessions Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 27 of the Concession Agreement, and upon receipt of such notice, the Concessions Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated

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Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Concessing Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Concessing Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Concessing Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lender's Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

18.3.3 Substitution upon occurrence of Concessionaire Event of Default

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

18.3.4 Procedure for substitution

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- a) The Concessing Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Concessing Authority under Sub-Article 18.3.3(b) of Article 18.3.3, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Concessing Authority under the Concession Agreement and towards the Lenders under the Financing Agreements.
- b) To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Concessing Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Concessing Authority that all or any of such criteria may be waived in the interest of the Project, and if the Concessing Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.
- c) Upon selection of a Nominated Company, the Lenders' Representative shall request the Concessing Authority to:
- (i) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;
 - (ii) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
 - (iii) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.
- d) If the Concessing Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Concessing Authority, the Nominated Company shall be deemed to have been

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accepted. The Concessing Authority there upon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Concessing Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Article 18.3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

18.3.5 Selection to be binding

The decision of the Lenders' Representative and the Concessing Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Lenders or the Concessing Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Concessing Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Concessing Authority or the Lender's Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

18.4 Project Agreements

18.4.1 Substitution of Nominated Company in Project Agreements

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

18.5 Termination of Concession Agreement

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18.5.1 Termination upon occurrence of Financial Default

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

18.5.2 Termination when no Nominated Company is selected.

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

18.5.3 Realization of Debt Due

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

18.6 Duration of the Agreement

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

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

18.7 Indemnity

18.7.1 General indemnity

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

18.7.2 Notice and contest of claims

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

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involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

18.8 Dispute Resolution

18.8.1 Dispute resolution

- (a) Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Concessing Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.
- (b) The Arbitrators shall issue a reasoned award, and such award shall be final and binding on the Parties. The venue of arbitration shall be at Chandigarh and the language of arbitration shall be English.

18.9 Miscellaneous Provisions

18.9.1 Governing law and jurisdiction

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

18.9.2 Waiver of sovereign immunity

The Concessing Authority unconditionally and irrevocably:

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

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proceedings shall be claimed by or on behalf of the Concessing Authority with respect to its assets;

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

18.9.3 Priority of agreements

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

18.9.4 Alteration of terms

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

18.9.5 Waiver

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

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deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.9.6 No third-party beneficiaries

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

18.9.7 Survival

a) Termination of this Agreement:

- i. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- ii. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

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

18.9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Article 18.8 of this Agreement or otherwise.

18.9.9 Successors and assigns

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

18.9.10 Notices

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

18.9.11 Language

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

18.9.12 Authorized Representatives

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

18.9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and

[Handwritten signature]
Authorized Representative
Amisbar



delivered shall constitute an original of this Agreement.

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

SIGNED SEALED AND DELIVERED
For and on behalf of Concessioneing Authority by:
(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

--

*Additional Commissioner
Municipal Corporation,
Amritsar*



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

SIGNED, SEALED AND DELIVERED

For and on behalf of LENDERS by the Lenders' Representative: (Signature) (Name)
(Designation) (Address) (Fax)
(e-mail address)

In the presence of:

- 1.
- 2.

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19. Land Lease Agreement

This LEASE AGREEMENT made on this day of in the year .

BETWEEN

MC Amritsar, established under the _____ Act, 1974 (Punjab) and having its registered office at [Municipal Corporation Amritsar, Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001] acting through the Commissioner (hereinafter referred to as the “Concessing Authority ” or “Lessor”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONEPART

AND

M/s ASR. SMARTCITY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956/ 2013 and having its registered office at SCO No- 119, 1st Floor, District Shopping Centre B Block , Ranjit Avenue, Amritsar, Punjab – 143001 and

Haed office at

3R Management Limited

5F, Vandana Building, 11, Tolstoy Marg,

New Delhi - 110001

M/s ASR. SMARTCITY PRIVATE LIMITED (hereinafter referred to as “Concessionaire” or “Lease”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its associate/ group companies, successors and permitted assigns) of the OTHER PART

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

- A. The MC Amritsar covers a total area of XXXX sq.km and an estimated population of XXXX lakhs (in the year).
- B. The Municipal Corporation Amritsar is desirous of improving its municipal solid waste management and disposal capabilities in order to

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enable the due discharge of its functions under the SWM Rules 2016 and for that purpose has approved the establishment of Municipal Solid Waste Project by the Lessee ("Project") and has entered into a concession agreement dated __ with M/s ASR, SMARTCITY PRIVATE LIMITED, the Developer ("Concession Agreement"), on the same date as this lease Agreement, for [**] years under which the Concessions Authority has appointed the Concessionaire to perform, execute and implement the Project under and in accordance with the terms and provisions of Concession Agreement.

- C. For due implementation of the Project and to discharge its obligations under the Concession Agreement, the Concessions Authority is handing over to the Lessee (the "Concessionaire" under the Concession Agreement), by way of this Land Lease Agreement ("Agreement"), the Demised Premises (more particularly delineated in **Schedule A** hereto and shown in the site map attached thereto) for the purposes of performing, executing and implementing the Project including constructing, operating and maintaining the integrated SWM Processing Facility, on the terms and conditions and subject to the covenants and stipulations hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement and is to be read, for any interpretation, together with the provisions of the Concession Agreement.
2. The terms that are used but not defined in this Agreement shall have the same meaning as given to them in the Concession Agreement.
3. In consideration of the Lessee undertaking to implement the Project in accordance with the provisions of the Concession Agreement and undertaking to pay the Lease Payment ("Lease Payment") stipulated in Article 4 below; the Lessor hereby demises to the Lessee, all the land (together with any physical structures existing thereon) which is described,

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delineated and shown in the Schedule A hereto (the "Demised Premises"), to hold the said Demised Premises, without interruption or interference together with the full and free right and liberty of way and passage and other rights in relation thereto, for as long as the Concession Agreement does not lapse due to expiry of its term or is not terminated earlier in accordance with the provisions thereof. The Lessor be entitled to handover possession of the Demised Premises in parts. The Term of this Agreement shall be co-terminus with the Concession Agreement. The Lessor hereby agrees and authorizes the construction, operation and maintenance of each of the Project Facilities on the Demised Premises in accordance with the terms of the Concession Agreement.

4. In consideration of the handover of the Demised Premises under this Agreement. The Lessor shall, from the COD, receive a Lease Payment of INR 1 (Ruppee one) per annum per SqM, calculated based on Site Area. All taxes, including the lease tax, in relation of the Lease of the Demised Premises shall be borne and paid by the Lessee.

Year	1	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Annual Lease payment (in Rs./acre)																									
Annual Lease Payment (in Rs.)																									

Additional Commissioner
 Mr. A



5. The Demised Premises are being vested with the Lessee, under this Agreement, free from any Encumbrances (other than the existing physical structures thereon which has been inspected by the Lessee and agreed to be taken over in accordance with the terms of the Concession Agreement), whether legal or physical in nature. At any time during the term of this Agreement if the Lessee discovers any Encumbrances under the Demised Premises which materially adversely affect its rights in relation to the Demised Premises the Project, it shall notify the Lessor, which shall, within twenty one (21) days from the receipt of the notice, either remove or cause to be removed such encumbrances at its own cost. In the event that the Lessor fails to remove such encumbrances within twenty one (21) days from the notice thereof, the Lessee may remove or cause to be removed such encumbrance and the costs and expenses or consequential liabilities incurred in respect thereof shall be reimbursed to the Lessee by the Lessor.
6. The Demised Premises are being vested with the Lessee, under this Agreement only for the purposes of the Project including for the purposes of developing, establishing, designing, constructing, operating and maintaining the Plant, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing and disposal of SWM in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of Municipal Solid Waste, the storage and processing of Municipal Solid Waste and disposal of SWM.
7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructures, facility or any movable or immovable structures comprising each of the Project Facilities on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessee hereby agrees that the construction, operations and maintenance of the each Project Facility at the Demised Premises and the receipt, storage and processing of Municipal Waste at the Demised Premises, being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling The

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Concessions Authority to discharge their functions of managing, processing and disposing Municipal Waste.

8. The Lessee shall have the right to, after taking prior permission of the Lessor, vest with the Lenders the power to take over the control, possession and all rights and interests in relation to the Demised Premises by appointing a person, the Nominated Company, to replace the Lessee and undertake the construction, operation and maintenance of the Plant upon the occurrence of an Event of Default by the Lessee, as the case may be, under any of the Financing Agreements for the Project. The Lessor shall then assign / novate this Agreement in favour of the Nominated Company, which shall constitute an agreement between the Nominated Company and the Lessor on the terms and conditions of this Agreement as existing at the time of such assignment / novation.
9. The Lessor hereby authorises the Lessee to create any Encumbrance over the Project Facilities constructed on the Demised Premises (excepting the land) and this Agreement in favour of the Lenders for enabling financing of the construction, operation and maintenance of the Project. The Lessor agrees that it shall facilitate such agreement as may be required by the Lenders to enable financing of the Project and creation of the Encumbrance required by the Lenders.
10. Without prejudice to the terms of this Agreement, the Lessor shall be governed by the terms of any agreement that the Lenders may have entered into with the Lessor in respect of the Encumbrance over the Project Facilities (other than the land constituting the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favour of the Lenders.
11. The Lessor hereby covenants and assures the Lessee that:
 - a) all the land comprising the Site is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Plant and the Project Facilities;
 - b) the Site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any The Concessions Authority,

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body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;

- c) Lessor is the lawful owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
- d) subject to Article 4, it shall not increase the lease payment due and payable by the Lessee under the provisions of this Agreement;
- e) it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favour of the Lenders in accordance with the provisions of the Concession Agreement;
- f) subject to terms of the Concession Agreement, it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the SWM Processing Plant; (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use; by the Lessee of the Demised Premises and the Plant;
- g) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Agreements;
- h) there are no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending before any The Concessioneing Authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing SWM; and
- i) the Lessee shall have complete, lawful and uninterrupted, possession, control and use of the Demised Premises.

12. The Lessee hereby covenants with the Lessor as follow:

- i. That it shall implement the Project in accordance with the Concession Agreement; and

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- ii. that it shall observe and perform all terms; covenants, conditions and stipulations of this Agreement.
13. The Lessor has lawful title, possession and control of all the lands constituting the Site and has the requisite right and The Concessing Authority to lease the same to Lessee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Concession Period, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.
- 14.
- (a) Subject to Sub-Article(b) and(c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part to, by any Party without prior written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- (b) It is hereby specifically agreed that the Lessee shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at liberty to assign and transfer the Plant, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed limited company or in favour of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee shall; however, in such event obtain formal consent from the Lessor, which consent shall

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not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.

- (c) The Lessor hereby agrees that the Lessee shall not require any prior approval of the Lessor for creating any Eneumbrance, right, title, or interest over the Demised Premises (excepting land) and the Project Facilities under his ownership in accordance with the Concession Agreement in favour of the Lenders.
- (d) Lessor confirms that the Financing Documents may include suitable rights in favor of the Lenders for taking over the Demised Premises (excepting land) and the Plant for management, in enforcement of their security upon the happening of an event of default thereunder the Concession Agreement on the part of the Lessee.
15. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not Terminate or seek to Terminate this Agreement except upon the expiry or early Termination of the Concession Agreement. The Parties hereby agree that on the expiry or Termination of the Concession Agreement, the Demised Premises shall be handed back to the Lessor in accordance with the provisions of the Concession Agreement and that this Agreement shall Terminate only on the handing over of the Plant and the Site to the Lessor in accordance with the terms of the Concession Agreement.
16. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with Article 38 of the Concession Agreement as per provisions of the Arbitration and Conciliation Act; 1996. The governing law of the arbitration shall be Indian law. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessor and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.
17. The Courts in the city of execution of Agreement shall have exclusive jurisdiction over all matter arising out of or relating to this Agreement.

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

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

AUTHORISED SIGNATORY AUTHORISED SIGNATORY IN PRESENCE OF:

~~Additional Commissioner~~
Municipal Corporation,
Amritsar



20. Tipping/Processing Fee

Schedule of Tipping/Processing Fees

The details of the Tipping/ processing Fess is tabulated below:-

S. No	Fees Head	Amount in INR	Remarks
1	Bid price for Collection transportation , processing and disposal	1600.61	Bid price for Territory-1

The Concessionaire shall be permitted to collect User Charges from waste generators, as per slab rates approved by the Municipal Corporation. Where full recovery is not achieved, the Municipal Corporation shall compensate up to 40% of the shortfall, calculated as the difference between the estimated recoverable amount and the actual amount collected by the Concessionaire. Furthermore, in the event that the Concessionaire is able to collect more than 40% of the total estimated user charges from the waste generators, then the excess amount beyond the 40% threshold shall be shared equally between the Concessionaire and the Municipal Corporation, in the ratio of 50:50. Accordingly, 50% of the excess amount collected over and above the 40% mark shall be retained by the Concessionaire, and the remaining 50% shall be remitted to the Municipal Corporation as part of revenue sharing. Monthly user charge recovery reports shall be submitted to the Corporation for review and settlement purposes. All taxes as per the applicability shall be paid. For the amount of waste above the quantum of waste tendered with the estimate, the estimated rate adjusted with the bid price variation shall be paid.

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Sachdev