

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- 04.11.2025

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Filed by



(Sanchar Anand)
Advocate for the Respondent
14, 1st Floor, National Park
Lajpat Nagar-IV, New Delhi-110024
Phone No.-9958792346
Email- sachar_anand@yahoo.co.in

Place: New Delhi
Dated: 03.11.2025



सत्यमेव जयते

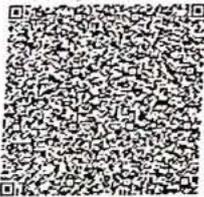
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INDIA NON JUDICIAL

Government of Punjab

e-Stamp

Certificate No. : IN-PB84596903768544X
 Certificate Issued Date : 17-Oct-2025 01:52 PM
 Certificate Issued By : pbstshkuu
 Account Reference : NEWIMPACC (SV)/ pb7060004/ AMRITSAR/ PB-AS
 Unique Doc. Reference : SUBIN-PBPB706000466164711595168X
 Purchased by : VIKRAMJIT SINGH SHERGILL
 Description of Document : Article 4 Affidavit
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : COMMISSIONER MUNICIPAL CORPORATION AMRITSAR
 Second Party : Not Applicable
 Stamp Duty Paid By : COMMISSIONER MUNICIPAL CORPORATION AMRITSAR
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)
 Social Infrastructure Cess(Rs.) : 0
 (Zero)
 Total Stamp Duty Amount(Rs.) : 50
 (Fifty only)

SANJEEV DAVESA
 ACC PB7060004
 AMRITSAR



Please sign above this line



PF

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shrestamp.com/ or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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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 National Green Tribunal

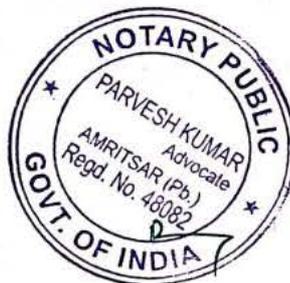
It is submitted that the work of the Bio remediation of legacy waste has been allotted to the M/s Ecostan Infra Private Limited on 1st August-2025 (The copy of work order is attached as Annexure R-1)

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. (The copy of the Agreement is attached as Annexure R2).

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 30th Novemebr-2026. (The copy of the letter is attached as Annexure R3)


DEPONENT



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

Place - Amritsar
Date - 16/10/2025


DEPONENT

Certified that the document presented before me on dated.....17/10/25..... and same is entered at Sr. No. 492... of my register
Name of Sh. Kramjit Singh, Commissioner M&A who is identified by Pankaj Sr. Assistant Manager and the deponent


PARVESH KUMAR Advocate
Notary Public, Amritsar (Pb.) India

17 OCT 2025

I personally know and identify the Executant Deponent He/She has Signed/Thumb marked in my presence.


Pankaj Upadhayays
Sr. Assistant Manager (SWM)



Letter of Award (LoA)

To

M/s Ecostan Infra Pvt. Ltd.
906-A, 9th Floor, 1 Thum Tower A,
Plot No. 40, Sector-62, Noida, Uttar Pradesh - 201301
No. H/.....428.....Dated: 1-8-25

Subject: Letter of Award (LoA) for the Work of "Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite, Amritsar".

Ref : Tender ID: 2025_DLG_141715_2 & Tender Notice No.: H/18 dated 29.05.2025
Estimated Cost of Project: Rs. 46.34 Crores
Allotment Amount: Rs. 36,53,83,333/- (approx. 21% below the estimated cost)

With reference to the Letter of Intent (LoI) No. H/416 dated 28.07.2025 and your subsequent acceptance dated 28.07.2025, I am directed by the higher Authorities to issue this **Letter of Award (LoA)** for execution of the project titled "**Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite, Amritsar**", awarded to the firm **M/s Ecostan Infra Pvt. Ltd.**, at a contract value of **Rs. 36,53,83,333/-** (Thirty-Six Crore Fifty-Three Lakh Eighty-Three Thousand Three Hundred and Thirty-Three Only), which is approximately **21% below** the estimated project cost of Rs. 46.34 Crores.

2. This award is made in accordance with the approval of your Financial Bid by the **Committee of Chief Engineers** vide its decision dated 18.07.2025, duly accepted in anticipation by the **Finance & Contract Committee (F&CC)** through **Resolution No. 22** in its meeting held on 15.07.2025. Formal orders in this regard were issued by the **Commissioner** and **Hon'ble Mayor**, Municipal Corporation Amritsar on dated 28.07.2025.

3. PROJECT SUMMARY

- **Name of Project:** Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite, Amritsar
- **Estimated Quantity of Legacy Waste:** Approx. **11,00,000 metric tons**
- **Contract Value:** Rs. 36,53,83,333/- (Thirty-Six Crore Fifty-Three Lakh Eighty-Three Thousand Three Hundred and Thirty-Three Only)
- **Project Duration:** **15 months** from the date of issuance of this Letter of Award
- **Contract Agreement Date:** To be executed within **7 days** from date of this LoA

4. SCOPE OF WORK

As per the provisions outlined in the Request for Proposal (RFP), the scope of responsibilities of the Firm shall include, but not be limited to:

- Bioremediation** of approx. **11,00,000 metric tons** of Legacy Municipal Solid Waste at the Bhagtanwala Dumpsite, Amritsar through excavation, windrow formation, aeration, and application of bio-cultures.

Pardeep



- ii. **Segregation, processing and scientific disposal** of stabilized waste fractions into recyclables (metals, plastics, etc.), RDF, C&D waste, inert waste and organic fines/ Bio-soil as per applicable environmental norms.
- iii. **Compliance with all applicable environmental laws**, including the Solid Waste Management Rules, 2016 and orders of Hon'ble NGT from time to time.
- iv. **Deployment of necessary equipment, manpower, and logistics** in accordance with the minimum requirements outlined in the RFP.
- v. **Site development, fencing, environmental safety and regular reporting** as mandated by the Municipal Corporation and any other statutory authority.
- vi. **Documentation, monitoring and reporting** in prescribed formats to designated officers and third-party monitoring agency (if appointed).

A detailed description of scope and obligations is defined in the **Concession Agreement, Annexure-A** of the Contract, and the accepted **RFP Document No. H/18 dated 29.05.2025**, which forms part of the agreement.

5. CONTRACT PERIOD

The project shall be completed within **15 months** from the date of issuance of this LoA.

6. CONDITIONS OF AWARD

The Firm is required to comply with the following actions to ensure smooth commencement of the project within prescribed timeline:

- i. **Execution of Agreement:** The contract agreement, as per the format provided, must be signed within 7 (Seven) days from the date of issuance of this LoA.
- ii. **Mobilization:** All resources, manpower, equipment, and facilities must be mobilized **immediately upon execution of Agreement** to adhere to the project schedule.
- iii. **Commencement:** Commence work as per timelines stipulated in the agreement.
- iv. **Submission of Remediation & Reclamation Plan:** A detailed execution schedule and milestone-based action plan must be submitted before work commencement.

7. PERFORMANCE SECURITY

As already submitted on 30.07.2025 in accordance with the LoI requirements, your **Performance Security** of Rs. 1,82,69,166.65/- (5% of contract value) through Bank Guarantee No. 088GT02252100015 issued on 29-JUL-2025 by HDFC Bank Ltd., H1A/12 Sector 63 Sector 63 Gautam Budh Nagar Noida Uttar Pradesh - 201306 remains in effect and will be retained for the entire contract period plus six months.

8. TERMS & COMPLIANCE

- This LoA shall be governed by and construed in accordance with the applicable laws of India.

Palay



Office of the Medical Officer of Health, Municipal Corporation, Amritsar
C- Block, Ranjeet Avenue Amritsar, Punjab-143001
Phone No: - 0183-2502339 Email: mohmcasr@gmail.com

- The project shall be implemented as per the terms and conditions stipulated in the **RFP, Agreement**, and all applicable amendments/corrigenda issued thereunder.
- The Agency shall be held fully responsible for adherence to all statutory requirements, worker safety, site upkeep, and maintaining public hygiene throughout the execution phase.
- **Failure to execute the agreement or commence work within stipulated time** shall result in cancellation of this LoA, forfeiture of EMD and Performance Security, and debarment as per RFP terms.

9. COMMUNICATION AND SUPPORT

For any queries related to contract execution, Agency may contact:

Mr. Pankaj Upadhyay, Senior Assistant Manager, SWM, MC Amritsar

Mob: +91-96464-90599 **Email:** mohmcasr@gmail.com

10. ENCLOSURES

- Copy of RFP
- Letter of Intent (LoI)
- Summary of Financial Bid
- Draft Agreement

We welcome you as our implementation partner in this critical environmental initiative and anticipate your full cooperation and professional commitment toward successful execution.


(Dr. Kiran Kumar)
Municipal Health Officer
Municipal Corporation, Amritsar

Endstt: H/ 429-431 Dated: 1-8-25

A copy of the above is forwarded to the :-

- 1) Hon'ble Mayor, Municipal Corporation, Amritsar;
- 2) Hon'ble Commissioner, Municipal Corporation, Amritsar;
- 3) Additional Commissioner, Municipal Corporation, Amritsar for information please.


(Dr. Kiran Kumar)
Municipal Health Officer
Municipal Corporation, Amritsar



ANNEXURE R-2

Letter of Award (LoA)

To

M/s Ecostan Infra Pvt. Ltd.
906-A, 9th Floor, 1 Thum Tower A,
Plot No. 40, Sector-62, Noida, Uttar Pradesh - 201301
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Pardeep



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A detailed description of scope and obligations is defined in the **Concession Agreement, Annexure-A** of the Contract, and the accepted **RFP Document No. H/18 dated 29.05.2025**, which forms part of the agreement.

5. **CONTRACT PERIOD**

The project shall be completed within **15 months** from the date of issuance of this LoA.

6. **CONDITIONS OF AWARD**

The Firm is required to comply with the following actions to ensure smooth commencement of the project within prescribed timeline:

- i. **Execution of Agreement:** The contract agreement, as per the format provided, must be signed within 7 (Seven) days from the date of issuance of this LoA.
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8. **TERMS & COMPLIANCE**

- This LoA shall be governed by and construed in accordance with the applicable laws of India.



- The project shall be implemented as per the terms and conditions stipulated in the **RFP, Agreement**, and all applicable amendments/corrigenda issued thereunder.
- The Agency shall be held fully responsible for adherence to all statutory requirements, worker safety, site upkeep, and maintaining public hygiene throughout the execution phase.
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Mob: +91-96464-90599 **Email:** mohmcasr@gmail.com

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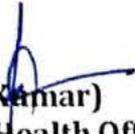
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 (Dr. Kiran Kumar)
 Municipal Health Officer
 Municipal Corporation, Amritsar

Endstt: H/ 429-431 Dated: 1-8-25

A copy of the above is forwarded to the :-

- 1) Hon'ble Mayor, Municipal Corporation, Amritsar;
- 2) Hon'ble Commissioner, Municipal Corporation, Amritsar;
- 3) Additional Commissioner, Municipal Corporation, Amritsar for information please.


 (Dr. Kiran Kumar)
 Municipal Health Officer
 Municipal Corporation, Amritsar

Received
 R.H.
 Pankaj Upadhyay
 9870 929 216



Municipal Corporation Amritsar



C- Block Ranjeet Avenue Amritsar, Punjab-143001 Phone No: - 0183-2502339

No: - /C-698

Date: - 7/8/2025

To whomsoever it may concern

Subject: - Authorization of Additional Commissioner Municipal Corporation Amritsar for signing of Concession Agreement on Behalf of Municipal Corporation Amritsar.

I, Gulpreet Singh Aulakh, IAS, Commissioner Municipal Corporation Amritsar, hereby Authorize, to Mr. Surinder Singh, PCS Additional Commissioner Municipal Corporation, for signing of concession Agreement for Bio remediation of legacy waste between Municipal Corporation Amritsar and M/s Ecostan Infra Private Limited , on behalf of Municipal Corporation Amritsar


Commissioner
Municipal Corporation Amritsar

Ref: EIPL/Amritsar/2025-26/535

Dated: 28.07.2025

To
Municipal Commissioner,
Municipal Corporation Amritsar,
District- Amritsar (Punjab).

Subject: Authorization letter

Name of Work: Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar.

Ref: LOI No. H/416 dated 28.07.2025

Dear Sir,

We, **M/s Ecoston Infra Pvt. Ltd.**, hereby acknowledge the receipt of the Letter of Intent (LOI) bearing No. H/416 dated 28.07.2025.

We do here by authorize Mr. Rakesh Gupta having Adhar Number: 8793-XXXX-6948, who is currently employed with us and holding the position of Business Development Manager to sign the agreement, represent us and collect documents and information on behalf of us.

This authorization is valid solely for the execution of the aforementioned work referenced in the Letter of Intent.

Thank you for your attention and cooperation.

Thanking You.
Yours faithfully,

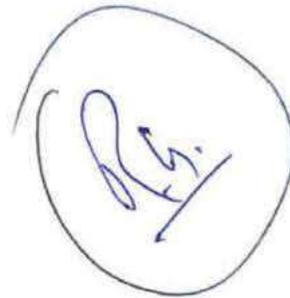
For M/s Ecoston Infra Pvt Ltd

For ECOSTAN INFRA PVT LTD



Director

Satyendra Mishra
Director



WORKS CONTRACT

BETWEEN

**Municipal Corporation, Amritsar
(acting through its Authorized Officer)**

AND

**M/s Ecostan Infra Private Limited
(Concessionaire)****(Acting through its Authorized Signatory)**

For

**BIOREMEDIATION & DISPOSAL OF
LEGACY WASTE AT BHAGTANWALA
DUMPSITE, AMRITSAR**

Additional Commissioner
Municipal Corporation
Amritsar



**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

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Signature Authority


 Additional Commissioner
 Municipal Corporation
 Amritsar
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Signature Concessionaire



**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

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Signature Authority



Additional Commissioner
Municipal Corporation
Amritsar

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Signature Concessionaire




**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

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**Additional Commissioner
Municipal Corporation
Amritsar**

Signature Authority

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Signature Concessionaire



**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

CONCESSION AGREEMENT

This Works Contract (hereinafter referred to as the “**Contract**” or “**Agreement**”) is made this 6th day of August, 2025 at Amritsar, Punjab

BETWEEN

Municipal Corporation, Amritsar, a statutory body constituted under Punjab Municipal Corporation Act of year 1976, represented by its **Additional Commissioner** and having its office at First Floor, Municipal Corporation Building, C- Block, Ranjit Avenue Amritsar (hereinafter referred to as the “**Authority**”/ “**MC Amritsar/MCA**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors and permitted assigns) of **FIRST PART**;

AND

M/s Ecostan Infra Private Limited, a company incorporated under the Companies Act 2013 on 26th June 2019, having Corporate Identification Number (CIN) **U45500UP2019PTC118512**, and its registered/ corporate office at Office No. 906A, 9th Floor, Plot No. A-40, I-Thum Tower-A, Sector-62, Noida, Uttar Pradesh 201309 (India), acting through its Authorized Signatory **Mr. Prabhuti Nath Jha, Director** (hereinafter referred to as the “**Concessionaire/Contractor**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **SECOND PART**.

“**Authority/ MC Amritsar / MCA**” and “**Concessionaire/Contractor**” are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Ministry of Environment and Forests (“**MoEF**”), Government of India has formulated the Municipal Solid Waste (Management and Handling) Rules, 2000 (“**MSW Rules**”) under Environment (Protection) Act, 1986 that impose an obligation on all municipalities in India to adopt suitable process for scientific collection, management, processing and disposal of legacy municipal solid waste (“**MSW**”) generated within its jurisdiction. Further, only that waste which is not suitable for recycling or processing is to be disposed off in a Sanitary Landfill Site (“**SLF**”).
- B. Urban Local Bodies (“**ULBs**”), are responsible for providing municipal and allied civic services in their respective jurisdiction, which encompasses the

Signature Authority


Additional Commissioner
Municipal Corporation
Amritsar

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Signature Concessionaire



**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

collection, transportation, processing and disposal of legacy MSW generated in their respective jurisdiction. ULBs recognize the existing state of legacy MSW in the State of Punjab are insufficient and are raising public health and sanitation concerns that need to be addressed. After taking into account the lack of adequate and appropriate facilities in the State of Punjab, the Authority is desirous of establishing a suitable mechanism on regional basis to scientifically manage the collection, transportation, processing and disposal of legacy MSW generated at existing dumpsite at Bhagtanwala, Amritsar, Punjab ("**Bhagtanwala Dumpsite**") with a view to meet environmental regulations and for the improvement in public health and hygiene. In respect thereof, the Authority intends to undertake Remediation and Reclamation of the existing dumpsite at Bhagtanwala Dumpsite.

- C. Pursuant to the above objective, the MCA had accordingly conducted a competitive bidding process, vide Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar ("**RFP**") document bearing number **H/18 dated 29.05.2025 & Tender ID No. 2025_DLG_141715_2 and dated 29.05.2025** and invited Bids from eligible entities, with a view to undertake the Scope of Work (defined hereinafter), including but not limited to Remediation and Reclamation of the Bhagtanwala Dumpsite in accordance with the Solid Waste Management Rules, 2016 ("**Project**").
- D. The Concessionaire, in response to the said RFP submitted its Bid, which pursuant to evaluation in accordance with and subject to terms thereof and was selected as the **Selected Bidder**, and, accordingly the contract to undertake the work for the Project was awarded to the Concessionaire vide Letter of Award ("**LoA**") No. H/416 dated 28.07.2025, subject to and in accordance with terms thereof and more particularly terms and conditions of this Contract. The **LoA** has been duly accepted by the Selected Bidder by its acknowledgement dated **28.07.2025**.
- E. The Authority is now desirous of entering into an agreement with the Concessionaire vesting it with the rights and obligations required to enable it to duly undertake the Project, subject to and on the terms and conditions set forth hereinafter.
- F. **Contract Value:** The total contract value is **Rs. 36,53,83,333/-** (Thirty-Six Crore Fifty-Three Lakh Eighty-Three Thousand Three Hundred and Thirty-Three) for Bioremediation of approximately **11,00,000 metric tons** of legacy municipal solid waste (MSW) dumped at the Bhagtanwala Dumpsite through excavation, windrow formation, aeration, and application of bio-cultures.
- G. **Project Duration:** The total project duration shall be **15 months** from the date of issuance of the LoA, and 14 months from the date of signing of this Agreement.

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**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagatanwala dumping site**

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

The following documents shall be deemed to form and be read and construed, as part of this agreement viz.

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The said RFP and Letter of Intent (LOI) & Letter of Award
- b) The Scope of Work
- c) Conditions of Contract as specified in the RFP for Work of Bioremediation & Disposal of Legacy Waste at Bhagatanwala Dump Site of Amritsar Municipal Corporation as amended up to date.
- d) Performance Security Deposit by Second Party namely "M/s Ecostan Infra Private Limited" vide No. 088GT02252100015 valid till 28.04.2027.
- e) Corrigendum/Addendum/Pre-bid clarification
- f) The Bid of Selected Bidder (Both Technical & Financial Part)
- g) Letter of vetting of Comparative Statement from the Committee of Chief Engineer issued vide No. C.E.-2025/20973 dated 30.04.2025 (approved by Committee of Chief Engineers in meeting held on 16.04.2025)
- h) Any other document listed in the schedule and annexure as forming part of the contract. The following Schedule and Annexures:
 - Schedule 1:** Special Conditions of the Contract
 - Annexure A:** Scope of Works
 - Annexure B:** Key Performance Indicators
 - Annexure C:** Bank Guarantee for Performance Security
 - Annexure D:** Format of Completion Certificate for Processing Facility and Remediation & Reclamation Works

However, it is clarified here that in case of a discrepancy in the terms and conditions of the Contract and any other document forming a part of the Contract, the provisions mentioned in the Contract will take precedence and supersede all conflicting clauses in the other documents.

2. The mutual rights and obligations of the Authority and the Contractor shall be as set forth in this Contract, *inter-alia* including:

- (a) the Contractor shall carry out the Works subject to and in accordance with the provisions of the Contract; and
- (b) the Authority shall make payments to the Contractor or subject to and in accordance with the provisions of the Contract.

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Concession Agreement for Bio Remediation and disposal of legacy waste at Bhagtanwala dumping site

IN WITNESS WHEREOF the Parties, through their respective authorized officials subscribe their respective signatures and seals hereto on this 6th day of August, 2025.

<p>For and on behalf of the Authority (Municipal Corporation Amritsar)</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  Additional Commissioner Municipal Corporation Amritsar </div> <p>Mr. Surinder Kumar Singh (Authorized Signatory) Additional Commissioner (Name) <u>M.C. Amritsar</u> (Designation)</p>	<p>For and on behalf of the Contractor (M/s Ecostan Infra Private Limited)</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div> <p>(Authorized Signatory) <u>Rakesh Gupta</u> (Name) <u>B.D. Sanyal</u> (Designation)</p>
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Witnesses:

1. Dr. Kiran Kumar  Medical Officer Health
Municipal Corporation Amritsar (Health Officer) (sign, name, Address)
2. Dr. Rama  A.M.O.H.
Municipal Corporation Amritsar (sign, name, Address)

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Amritsar



Handwritten initials/signature

**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In this agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them hereunder:-

- a) **“Access Road”** means the motorable approach road for access to the Bhagtanwala Dumpsite from public road;
- b) **“Affected Party”** shall have the meaning ascribed to it in Clause 8.1 (a) of this agreement;
- c) **“Agreement”** or **“Concession Agreement”** or **“Contract”** means this agreement between Authority and Concessionaire, including all the attached documents listed hereto, the Special Conditions (SC), including its schedules and annexures and any amendments made hereto in accordance with the provisions hereof;
- d) **“Applicable Law”** means all laws, acts, ordinances, rules, regulations notifications and guidelines or bye-laws in force and effect, including the Solid Waste Management Rules, 2016, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project;
- e) **“Applicable Permits”** shall mean any and all permissions, clearances, consents, approvals, authorizations, notifications, acknowledgements, licenses, no-objections and permits of any authority required in connection with and/or for undertaking, performing or discharging the obligations or fulfillment of the requirements as contemplated in this Agreement;
- f) **“Appointed Date”** means the date of execution of this Agreement;
- g) **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof, as in force from time to time;
- h) **“Authority”** shall mean Municipal Corporation, Amritsar, a statutory body constituted under Punjab Municipal Corporation Act of year 1976 having its office at First Floor, Municipal Corporation Building, C- Block, Ranjit Avenue Amritsar;
- i) **“Award”** shall have the meaning ascribed to it in Special Conditions;
- j) **“Bhagtanwala Dumpsite”** shall mean the dumping site to be reclaimed located at the Bhagtanwala, Amritsar, Punjab;
- k) **“Bid”** means the documents in their entirety composed in the bid submitted by the Concessionaire in response to the RFP and the provisions thereof;
- l) **“Bidder”** (including the term 'Tenderer', 'Consultant' 'Vendor' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a Consortium or Joint Venture (that is an

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association of several Persons, or Firms or Companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any Agency, Branch or Office controlled by such person, participating in a procurement process;

- m) **"Bid Due Date"** shall mean the last date for the submission of the Bids under and in accordance with the terms of the RFP;
- n) **"Bid Security"** shall mean the amount which was submitted along with the submission of the Bid in accordance with the terms of the RFP.
- o) **"Bio-remediation & Bio-mining"** shall mean the process of excavating and reconfiguring legacy waste into windrows, followed by stabilization through aeration and the application of composting bio-cultures, separation of stabilized waste to recover valuable resources such as organic fines, bricks, stones, plastics, metals, clothes, rags, RDF, inert etc. and environmentally responsible disposal of recovered resources through approved methods;
- p) **"Concessionaire/Contractor"** shall mean the Bidder that has been issued Letter of Award by the Authority for the Project;
- q) **"Change in Law"** means the occurrence of any of the following after the Bid Due Date:
01. the enactment of any new Indian law;
 02. the repeal, modification or re-enactment of any existing Indian law;
 03. the commencement of any Indian law which has not entered into effect until the Bid Due Date;
 04. 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 Bid Due Date.
 05. any change in the rates of any of the Taxes that have a direct effect on the Project;
- but shall not include
- (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor;
 - (ii) imposition of standards and condition of safety arising out of a new or revised environmental laws;
 - (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; or
 - (iv) any rules or regulations stipulated by any regulatory procurer having jurisdiction over the Project in respect of the standards of Works.
- r) **"Change of Scope"** shall have the meaning ascribed to it in Article 12;
- s) **"Change of Scope Order"** shall have the meaning ascribed to it in Article 12 (d);

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- t) **“Completion Certificate for Remediation and Reclamation Works”** shall have the meaning set forth in Article 15;
- u) **“Commercial Operation Date”** shall have the meaning ascribed to it in Schedule 1;
- v) **“Concessionaire or Contractor”** shall mean and refer to M/s Ecostan Infra Private Limited, a company incorporated under the Companies Act 2013 having its registered office at Office No. 906A, 9th Floor, Plot No. A-40, I-Thum Tower-A, Sector-62, Noida, Uttar Pradesh 201309 (India);
- w) **“Concessionaire Event of Default”** shall have meaning ascribed to it in Article 9.1;
- x) **“Conditions Precedent”** shall have the meaning ascribed to it in Article 2;
- y) **“Confidential Information”** means all documents and other forms of information, including oral and electronic communications, disclosed by a Party or its representatives to the other Party or that Party’s representatives in connection with this Contract and expressly or impliedly indicated to be confidential;
- z) **“Construction & Demolition (C&D) Debris”** means solid waste resulting from construction, re-modeling repair, renovation or demolition of structures or from land clearing 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. Debris includes, 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 no hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures;
- aa) **“Composting”** shall mean a controlled process involving microbial decomposition of organic matter;
- bb) **“CPCB”** short form for the Central Pollution Control Board;
- cc) **“Cure Period”** means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Party responsible for such breach or default;
- dd) **“Dispute Resolution”** means the procedure for resolution of disputes set forth in Article 14;
- ee) **“Effective Date”** means the date on which the Conditions Precedent of both the Parties have been met or waived, as the case may be.
- ff) **“Encumbrances”** shall mean any 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

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any insurance policy;

- gg) **"Events of default"** shall have the meaning ascribed thereto in Article 9;
- hh) **"Excluded Waste"** means waste material of the nature that the Project Facilities are not designed or authorised to receive, manage, process and dispose which includes (i) Hazardous Waste, (ii) Bio-Medical Waste and (iii) Dead Remains;
- ii) **"Financial 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;
- jj) **"Force Majeure"** or **"Force Majeure Event"** shall have the meaning ascribed to it in Article 8.1;
- kk) **"Financing Agreements"** or **"Financing Documents"** means collectively the agreements entered into for providing the debt financing for the implementation of the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Project Facilities or any part thereof in line with this Agreement, for securing the debt provided;
- ll) **"Fortnightly Report"** shall have the meaning ascribed to it in Annexure B;
- mm) **"GoI"** shall mean the Government of India;
- nn) **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of facilities similar to the Project Facilities to be constructed, operated and maintained pursuant to the Project;
- oo) **"Government Instrumentality"** or **"Government Agency"** means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government of Punjab, as the case may be, and having jurisdiction over the Project or the performance of all or any of the Works or obligations of the Contractor under or pursuant to this Agreement;
- pp) **"Hazardous Waste"** shall have the meaning ascribed to it under the Hazardous Wastes (Management and Handling) Rules, 1989 as amended thereto;
- qq) **"Inert"** shall mean wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the surface drains;
- rr) **"Input Waste"** means the legacy waste taken out for processing (screening through trommel) after excavation;

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- ss) **"Insurance Cover"** shall have the meaning ascribed to it in Article 4.6(a);
- tt) **"Key Performance Indicators"** shall have the meaning ascribed to it in Article 4.17 and Annexure B;
- uu) **"Landfill"** means the landfill site for disposal of solid waste located within the site;
- vv) **"Legacy Waste"** shall mean the existing municipal solid waste, including but not limited to garbage, trash, and other discarded materials, that has been dumped or disposed of at Bhagtanwala Dumpsite prior to the commencement of this Project, and which requires bioremediation and disposal in accordance with applicable laws and regulations;
- ww) **"Lenders"** means the persons that provide the financing for the Projects pursuant to financing agreements;
- xx) **"Local Currency"** means the Indian National Rupees/ "INR" or i.e. the lawful currency of the Republic of India;
- yy) **"Liquidated Damages"** shall mean the damages imposed on the Concessionaire, in case the work is not completed within the stipulated period of completion of whole or part of work (Monthly Processing Target) along with all such extensions which are granted to the Contractor for force Majure, the penalty shall be levied on the Concessionaire at the rate of 1% of the contract amount per day of delay limited to a maximum of 5% of Contract amount;
- zz) **"Material Adverse Effect"** means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Agreement;
- aaa) **"Material Breach"** shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure;
- bbb) **"Member"** means any of the entities that make up the Consortium, and "Members" means all these entities.
- ccc) **"Monthly Report"** shall mean the detailed report containing all the quantity of waste remediated, disposal of aggregates, environmental measures taken, any type of accident reported;
- ddd) **"MSW"** or **"Municipal Solid Waste"** shall mean Municipal Solid Waste as described under the SolidWaste Management Rules, 2016;
- eee) **"MSW Rules"** means the Municipal Solid Wastes (Management and Handling) Rules, 2000 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and includes any statutory amendments/modifications thereto or re-enactments thereof, from time to time;

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- fff) **"NGT"** short form for the National Green Tribunal;
- ggg) **"Operations Period"** means the period commencing from Commercial Operation Date and ending on the expiry of the Term;
- hhh) **"Output waste"** means the legacy waste fraction taken out of the processing facility/site for disposal after Bio mining and Bioremediation;
- iii) **"Party"** or **"Parties"** means the Authority or the Contractor, as the case may be;
- jjj) **"Performance Security"** shall mean Performance Security to be furnished by the Concessionaire by way of a Bank Guarantee in terms of this Contract and **Annexure-C**;
- kkk) **"Person"** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity;
- lll) **"Personnel"** means the personnel who have been deployed by the Contractor or any of its sub-contractors in the Bhagtanwala Dumpsite for the purpose of undertaking Work;
- mmm) **"PCB"** short form for the Punjab Pollution Control Board;
- nnn) **"Preliminary Notice"** means 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;
- ooo) **"Project"** shall mean the work of Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar, as per terms and conditions of the Agreement;
- ppp) **"Processing Fee"** shall have the meaning ascribed to it in Article 5.2.
- qqq) **"Processing Facility"** means the facility setup by the Contractor for processing the Waste at the Bhagtanwala Dumpsite prior to its disposal;
- rrr) **"Project Area"** shall mean the area earmarked by the Authority at the Bhagtanwala Dumpsite;
- sss) **"Project Assets"** means all physical and other assets relating to and forming part of the Bhagtanwala Dumpsite including (a) rights over the Bhagtanwala Dumpsite in the form of license (as applicable) or right of usage or otherwise; (b) tangible assets such as civil works and equipment including but not limited to foundations, buildings, grievance redressal center, processing facility, electrical systems, communication systems, transport vehicles and administrative office; (c) Project Facilities situated on the Sites; (d) insurance proceeds; and (e) Applicable Permits and authorizations relating to or in respect of the Project;
- ttt) **"Project Engineer"** shall be any Engineer of the level of Executive Engineer or above as may be nominated/appointed by the Authority, who shall be the nodal person for supervision and monitoring of compliance by the Concessionaire;

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- uuu) **“Project Facilities”** means all the amenities and facilities required as basic and support infrastructure for implementing the Project and includes transportation vehicles, machinery and equipment procured, inherited, installed & operated and all other Project related physical assets;
- vvv) **“Project Period”** shall mean the period of 15 months from the date of issuance of letter of award of work and 14 months from the date of signing of contract agreement;
- www) **“RDF”** means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc;
- xxx) **“RFP”** means Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar bearing number H/18 dated 29.05.2025 issued by Authority, pursuant to which Contractor submitted its Technical and financial bid for undertaking Work for the Project in terms thereof;
- yyy) **“Reclamation”** means clearing the land parcel after Biomining and Bioremediation of legacy waste.
- zzz) **“Remediation and Reclamation Works”** means the remediation and reclamation works to be undertaken by the Contractor as per the details set out at **Annexure A**, Good Industry Practices, Applicable Permits, Applicable Laws and other terms and conditions of this Contract;
- aaaa) **“Remediation and Reclamation Period”** shall have the meaning ascribed to it in Article 5.2. (b);
- bbbb) **“Remediation and Reclamation Plan”** shall mean the comprehensive remediation and reclamation plan to be submitted to the Authority for approval and which shall be adhered to for the purpose of completing the Remediation and Reclamation Works and which shall include, inter alia, the construction activities and Operation and maintenance (O&M) activities and shall also include a pert chart of activities beginning from construction of Processing Facility to completion of such construction; The Remediation and Reclamation Plan shall be in conformity with the plan submitted by the Contractor along with the submission of its Bid ;
- cccc) **“SC”** means the Special Conditions of Bidding Process as per the Schedule 1;
- dddd) **“Scope of Work”** shall have the meaning ascribed to it in Article 3 and Annexure A;
- eeee) **“Selected Bidder”** means the Concessionaire for the purposes of this Contract, who has been selected by the Authority after being found technically qualified with the lowest financial bid.
- ffff) **“State Government”** means Government of Punjab, and includes its

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**Concession Agreement for Bio Remediation and disposal of legacy waste at
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successors and assigns

- gggg) **"SWM Rules"** shall mean Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986);
- hhhh) **"Tax"** shall mean and includes all taxes, fees, cess, levies that may be payable by the parties under applicable law(s);
- iiii) **"Termination"** shall mean the 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 expiry of its Term;
- jjjj) **"Termination Date"** shall mean the date specified in the Termination Notice as the date on which Termination occurs/comes into effect;
- kkkk) **"Termination Notice"** means notice of Termination issued by any of the Parties to the other party, in accordance with the applicable provisions of this Agreement;
- llll) **"Third party"** means any person other than the parties to this Agreement;
- mmmm) **"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. In the event of Termination, Transfer Date shall be same as the Termination Date;
- nnnn) **"Transfer Requirements"** shall have the meaning ascribed to it in Article Schedule 1;
- oooo) **"ULB"** means Urban Local Body being a Municipal Corporation or a Municipal Council set up under the Punjab Municipal Corporation Act, 1976 or under the Punjab Municipal Act, 1911;
- pppp) **"Vacant Possession"** means delivery to the Concessionaire of possession of the Site(s) free from all Encumbrances and the grant of all easementary rights and all other rights appurtenant thereto;
- qqqq) **"Vesting Certificate for Bhagtanwala Dumpsite"** shall have the meaning ascribed to it in Schedule 1;
- rrrr) **"Waste"** means Municipal Solid Waste and other categories of waste including but not limited to Hazardous Waste, Bio-Medical waste found at the Bhagtanwala Dumpsite.
- ssss) **"Works"** means the setting up of Processing Facility and Remediation and Reclamation Works to be undertaken by the Contractor as per the details set out at **Annexure A** as per Good Industry Practices, Applicable Permits, Applicable Laws and other terms and conditions of this Contract;

The definitions not defined in this Agreement but defined in the RFP shall have the meaning assigned thereto in the RFP.

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**Concession Agreement for Bio Remediation and disposal of legacy waste at
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1.2. Interpretation

- A. The words, phrases and expressions defined hereinabove in Article 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Article 1.1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- B. all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- C. the words "include" and "including" are to be construed without limitation;
- D. the headings of the Articles in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- E. the Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly;
- F. 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;

2. CONDITIONS PRECEDENT

- 2.1. Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement except under this Article shall be subject to the satisfaction in full of the conditions precedent relating to the other Party ("**Conditions Precedent**"). The obligations of a Party under this Article shall be effective from the date of execution of this Agreement.
- 2.2. 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 to assist, so that the Project Implementation Timeline as set out below can be adhered to. The Project Implementation Timeline is as follows:

Sr. No.	Particulars	Timeline
1.	Date of Issuance of Letter of Award	T
2.	Acceptance of Letter of Award	T+7 Days

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3.	Submission of Performance Security	T+15 Days
4.	Submission of Legacy Waste Quantum through Contour/Total Station Survey/Drone Mapping	T+20 Days
5.	Signing of the Contract Agreement	T+30 Days
6.	Mobilization of Manpower and Machinery	T+ 60 days
7.	100% Remediation of Legacy Waste	T+14 Months
8.	Clearing and Handover of Project Site	T+15 Months

2.3. Conditions Precedent for Authority

Subject to the terms of the Agreement, the Conditions Precedent required to be satisfied by the Authority within a period of 90 (ninety) days from the date of execution of this Agreement shall be deemed to have been fulfilled when the Authority shall have:-

- a. Procured and ensured that the Contractor has been granted free and unencumbered access to the Bhagtanwala Dumpsite so as to undertake the Works in accordance with the Contract;
- b. At its own cost and expenses provide lawful right, title and peaceful possession of the site, on a "as is where is basis";
- c. Provide Access Roads to the Bhagtanwala Dumpsite for undertaking the Project;
- d. Earmark a land parcel within the Bhagtanwala Dumpsite on the basis of the survey conducted by the contractor containing no more than 11 Lac MT of waste for the processing & disposal of legacy waste in accordance with the terms of the Contract;
- e. Earmark separate land parcel at any other place for disposal/storage/processing of fresh waste after handing over the Bhagtanwala Dumpsite to the Contractor.
- f. Ensure not to dispose of fresh waste at Bhagtanwala Dumpsite after handing over the site to the Contractor. Any environmental damage occurring due to disposal of fresh waste at the Bhagtanwala Dumpsite would be responsibility of the Authority.
- g. Provide support/assistance to the Concessionaire for obtaining all clearances with respect to the project from the respective authorities, however, it is clarified over here that obtaining all the clearances from the respective

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departments would be the sole responsibility of the Concessionaire.

2.4. Conditions Precedent for Concessionaire

Subject to the terms of the Agreement, the Conditions Precedent required to be satisfied by the Contractor within a period of 90 (ninety) days from the date of execution of this Contract shall be deemed to have been fulfilled when the Contractor shall have:

- a) Provided the Performance Security to the Authority;
- b) Procured all Applicable Permits/approvals as required to be procured for the provision of Works;
- c) Delivered to the Authority, a confirmation of the correctness of the representations and warranties set forth in Article 20;
- d) Provided the Authority notarized true copies of its board resolution authorizing the execution, delivery and performance of this Contract by the Contractor;
- e) Prepared and submitted a comprehensive Remediation & Reclamation Plan, for the First quarter of the Term, which shall include, but not limited to, schedule of obtaining regulatory approvals, manpower & equipment details, implementation schedule for setting up of remediation facility for scientific disposal of inert, detail of procurement of vehicles, timeline to achieve COD, schedule time for reclamation and remediation work etc. For the avoidance of doubt, the Contractor shall be obligated to continue submitting a Remediation and Reclamation plan for each subsequent quarter during the term of the contract; and
- f) Provided the Authority signed LoI/LoA/MoU/Contract between the Contractor and other parties (private or otherwise) stating the purchase and use of different processed waste.

2.5. Non-Compliance with Conditions Precedent

- a. In the event that: (i) the Authority does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Article 2.3 within the period specified in that Clause, and (ii) the delay has not occurred solely as a result of failure to fulfill the obligations by the Contractor, or due to Force Majeure, the Authority shall extend the period of the Contractor by the period during which the delay has been caused. However, it is clarified here that the Contractor in no way is liable to receive any compensation on the ground of delay caused on the part of the Authority.
- b. In the event that (i) the Contractor does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth Article 2.4 within the period specified in that Clause, and (ii) the delay has not occurred solely as a result of failure of Authority to fulfill the obligations or due to Force Majeure, the Contractor shall pay to the Authority, Liquidated Damages of an amount calculated at the rate

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specified in the Schedule 1 and Article 4.15, for each day's delay until the fulfillment of such Conditions Precedent, subject to maximum amount equal to the Bid Security, and upon reaching such maximum threshold, the Authority may, in its sole discretion, terminate the Contract or provide further extension subject to the payment of Liquidated Damages per day, as specified herein.

- c. Notwithstanding anything to the contrary contained in this Contract:
- i. If the event of termination is due to the Authority's failure to fulfill the Conditions Precedent, the Authority shall return the Bid Security (if Performance Security not furnished) or the Performance Security as the case may be, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Contract shall be deemed to have been waived by and to have ceased with the concurrence of the Contractor.
 - ii. In the event of termination due to the Contractor's failure to fulfill the Conditions Precedent, the Authority may encash the Bid Security (if Performance Security not furnished) or encash equivalent amount from Performance Security, as the case may be, and appropriate the proceeds thereof as Liquidated Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Contract shall be deemed to have been waived by and to have ceased with the concurrence of the Contractor.

Provided that upon a request in writing by any of the Parties, the other Party may, in its discretion, waive any of the Conditions Precedent set forth in Article 2 or permit additional time to meet any of the Conditions Precedent set forth herein.

3. SCOPE OF WORK

- 3.1. The Scope of Work shall be of such nature and description as specified and detailed in **Annexure A** and shall complete the Works within the Stipulated Date of Completion.
- 3.2. The Contractor shall commence Remediation and Reclamation Works on the Commercial Operation Date and complete such Works within the Stipulated Date of Completion for Remediation and Reclamation Works as specified in Schedule 1.
- 3.3. The Processing Facility shall be complete when the Completion Certificate for Processing Facility is issued in accordance with the provision of Annexure D and accordingly the commercial operation date of the Project, shall be the date on which such Completion Certificate of Processing Facility is issued (the "**Commercial Operation Date**" / "**COD**"). The Contractor shall from the COD Commence the Remediation and Reclamation Works.



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4. OBLIGATIONS OF CONCESSIONAIRE

4.1. Development and Implementation of Project

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

- a) Undertaking Works in accordance with the Scope of Work set out in **Annexure A**; Setting up of Processing Facility within the Stipulated Date of Completion of Processing Facility
- b) Undertake the process of disposal of the Waste present at the Bhagtanwala Dumpsite;
- c) Achieve Commercial Operation Date in accordance with the provision of Article 3.3;
- d) Provide an undertaking if the Concessionaire can assure zero landfill, however, Leachate Treatment Plant (LTP) is mandatory. Penalty will be imposed as per Article 4.16 and Annexure B on the Concessionaire if the Concessionaire deviates from the undertaking. Further, the Concessionaire shall carry out the Pre-treatment of the generated leachate from this project and only then allowed to transport the treated leachate into the STP plant as per the disposal standards as recommended in the SWM Rules, 2016, Central Pollution Control Board (CPCB) and guidelines issued by the Government.
- e) Complete the Remediation and Reclamation Works in accordance with the terms and conditions of this Agreement within the stipulated date of Completion of Remediation and Reclamation Works;
- f) Conduct density, moisture & volumetric quantification test through Sample Testing & Total Station Survey of the earmarked Bhagtanwala Dumpsite on a monthly basis and submit the findings to the Authority in the Monthly Report. The Sample Testing & Total Station Survey needs to be done through a NABL accredited Lab & the cost will be borne by the Contractor. The Concessionaire may also submit the Density Report with Quarterly Drone Survey Report issued by a government institution or NABL accredited Lab.
- g) Conduct Waste characterization and geotechnical studies at the Bhagtanwala Dumpsite on a bi-annually basis till the completion of the Project;
- h) List of equipment and machinery shall be provided by the Concessionaire proposed for execution of work. The Concessionaire shall procure all the Project Assets and Project Facilities at their cost, as may be essential to implementing the Project;
- i) Carry out excavation of Waste as well as screening and segregation of various fractions at the Bhagtanwala Dumpsite;
- j) Take the necessary steps and precautions that will aid in control of leachate, odor and landfill gas at the Bhagtanwala Dumpsite;
- k) Ensure that at least 80% of the Waste at the Bhagtanwala Dumpsite is removed

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from the site and being utilized by the Concessionaire to produce output but not limited to Bio-soil, recyclables, RDF and products from construction and demolition waste, etc.

- l) Recover and separately process and dispose the various fractions excavated from the Bhagtanwala Dumpsite i.e. organic, combustible, inert and recyclables etc.;
- m) Handover of the site which should be free from waste, plant and machinery, temporary structures such as storage structures, site offices etc. and any other unwanted materials to the MCA.

4.2. Applicable Permits and Applicable Laws

It shall be the sole responsibility of the Contractor to:

- a) Obtain, maintain and periodically renew the requisite authorisation under the Applicable Laws and in particular the MSW Rules for establishing, managing and operating and maintaining the Project Facilities, including Post Closure Activities;
- b) Obtain, maintain and periodically renew at its cost all Applicable Approvals, including environmental clearances, in conformity with the Applicable Laws and be in compliance therewith at all times;
- c) Comply with the obligations at all times, under any approval or issued from time to time by any Government Authority, including without limitation the Government of Punjab, Government of India (under the Environment Protection Act, etc), the Punjab Pollution Control Board (PPCB) and the CPCB, and not undertake any act, deed or thing that violates the terms and conditions of any approval, clearance or no-objection certificate granted by such authority in relation to the Project;
- d) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, intellectual property rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- e) Be in compliance with the Applicable Laws, including without limitation those relating to municipal solid waste, materials and wastes, safety, health, sanitation, environment and labour, as amended from time to time, and the statutory and regulatory framework relating to the implementation of the Project and the establishment, operation and maintenance, including post closure maintenance of the Project Facilities. Without limiting the generality of the foregoing, the Concessionaire shall comply with the Environment (Protection) Act, 1986, the MSW Rules, the Water Pollution Act, 1974, the Public Liability Insurance Act, 1991, the Water (Prevention and Control of Pollution) Cess Act, 1977, the Air (Prevention and Control of Pollution) Act, 1981, the Motor Vehicles Act, 1988 and the rules framed there under by Government of Punjab or Government of

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India, as the case may be.

- f) Shall not engage and shall cause their personnel or any other personnel as well as their sub-contractors and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

4.3. Personnel and Labour

- a) Appoint and retain key personnel as required. In the event the Concessionaire is required by the Authority to remove or change any key personnel, it shall forthwith provide as replacement a person of equivalent or higher qualifications acceptable to the Authority;
- b) Provide requisite training related to the handling and management of Legacy MSW to all persons (the labour and personnel of Concessionaire, its contractors, agents or otherwise) employed or working at the Project site;
- c) Make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement and be the primary employer, vis-a-vis the Authority in respect of such labour and personnel;
- d) Be solely responsible and liable for compliance with all Applicable Laws, including but not limited to, the Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Employees' Compensation Act, 1923 and other Applicable labour and local Laws. The Contractor shall provide and maintain all necessary welfare facilities etc. for its personnel and employees of its sub-contractors in accordance with the Applicable Laws;
- e) At all times be responsible for its employees and contractors and the Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.
- f) It is expressly agreed and understood that the personnel engaged or employed by the Contractor for the execution of services under this Contract shall be the employees of the Contractor only and shall have no claim or right whatsoever against the Authority for employment, regularization, absorption, or any other service benefits. The services rendered by the Contractor under this Contract shall not create any obligation or liability on the part of the Authority to offer or consider any such personnel for regular appointment or any form of employment under the Municipal Corporation, either during the term of this Contract or upon its expiry or termination.

4.4. Taxes

- a) Pay all charges, Taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Concessionaire or its sub-contractors and agents

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during the implementation and operation of the Project such as water supply, sewage disposal, fuel, MSW collection and disposal, electric power, gas, telephone and other utilities and consumables used in the implementation of the Project and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility;

- b) Pay in a timely manner all Taxes, duties, levies, cess and charges including but not limited to income tax, sales tax, value added tax, excise duty, customs duty and octroi that may be levied, claimed or demanded from time to time by any Government Authority, including any increase therein effected from time to time by any Government Authority, in respect of the Project.
- c) In the event of any increase in the rates of taxes, duties, levies, or other statutory charges imposed by the Central Government, State Government, or any other statutory authority during the term of this Contract, the Contractor shall bear such increased financial burden, and the Authority shall not be liable to pay or reimburse any such additional amount. The agreed consideration under this Contract shall remain firm and fixed and shall not be subject to any escalation on account of such increases.

4.5. Change in Law

- a) In the event of a Change in Law which results in a financial burden (on account of any variation in costs or revenue or any other financial burden), the Authority shall not be liable to pay or reimburse any such additional amount. The agreed consideration under this Contract shall remain firm and fixed and shall not be subject to any escalation on account of such increases.

4.6. Insurance

- a) The Concessionaire shall obtain and maintain at its cost and expense, and shall cause any sub-contractors to obtain and maintain, at their cost and expense, as the case may be, during the Term all such insurances (in addition to those mandated by Applicable Laws or required by the Lenders) including but not limited to all insurance premium payments ("**Insurance Cover**"), on terms and conditions approved by the Authority, such insurances as Concessionaire may reasonably consider necessary or prudent in accordance with Good Industry Practice to cover any damages, personal injuries or deaths of any person arising out of or in course of the Term of Project. The insurance policies so procured shall mention the Authority as co-insured insurance against the risks, and for the coverage of the insurance policies;
- b) All insurances obtained by the Concessionaire in accordance shall be maintained with insurers on terms consistent with Good Industry Practice. Within 7 (seven) days of obtaining any insurance, the Concessionaire shall

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furnish to the 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 30 (thirty) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority;

- c) If the Concessionaire fails to effect and keep in force the Insurance Cover for which it is responsible pursuant hereto, the Authority shall have the right to keep in force any such insurances itself and pay such premium and recover the costs thereof from the Concessionaire;
- d) The Parties agree and confirm and the Concessionaire undertakes and consents that all insurance proceeds related to physical damage of the Equipment shall compulsorily be applied in first instance to restoration, repair, and reconstruction/ rehabilitation of the Equipment and only then the remaining balance (if any) shall be utilized by Concessionaire at its discretion;
- e) The Concessionaire shall keep the Authority harmless and indemnified against any claims, liabilities, damages, losses etc. arising due to lapse of such insurance policy.
- f) Waiver of Subrogation - All insurance policies in respect of the insurance obtained by the Concessionaire shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to 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.

4.7. Sub-Contracting

- a) The Concessionaire shall obtain the Authority's prior approval in writing before entering into a sub-contract with the sub-contractors for the performance of any part of the Works.
Provided however, that during the Term of this Agreement, the Concessionaire shall be responsible and liable for any omission, breach or act of default of its subcontractors and shall be solely responsible for remedying any such default or omission on the part of the sub-contractor.
- b) The Concessionaire shall not sub-contract the entire Works.

4.8. Specific Obligations of the Concessionaire during operations period

- a) The Concessionaire shall make its endeavor to achieve a daily target of handling

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at least 3,334 (Three Thousand Three Hundred and Thirty-Four) tons of Waste per day at the Bhagtanwala Dumpsite by adopting suitable technology as per Applicable Laws. However, the Authority may waive this requirement cumulatively for 60 (sixty) days due to breakdown of machinery, due to which the Concessionaire would be unable to undertake the Remediation and Reclamation Works for the Project. However, this period of 60 (sixty) days shall not be consecutive period;

- b) The Concessionaire shall take the necessary steps and processes that would aid in control of odour and leachate in and around the Bhagtanwala Dumpsite;
- c) The Concessionaire shall carry out necessary geotechnical surveys for considering the hydrological and flooding potential at Bhagtanwala Dumpsite, in order to mitigate any effect on the activities during Bio-Mining in terms of leachate transport;
- d) The Concessionaire shall provide a weighbridge to measure quantity of various components of Waste at dumpsite is processed in terms of sorting and segregated materials but not limited to RDF, Bio-soil, C&D Waste, and inerts going out of the Bhagtanwala Dumpsite.
- e) The Concessionaire shall ensure that weighbridge is fully online, electronic, wherein data of weighment facility shall be maintained for the entire Term with backup server facilities, daily online reports should be generated. Online data shall be provided to the Authority mandatorily on monthly basis or as and when required by the Authority. The same should also have CCTV surveillance system;
- f) A website shall be developed so that the Authority can view the online data whenever required in order to ensure high transparency;
- g) Weighbridge should be calibrated as and when required and shall be monthly reviewed by Authority. In case of breakdown of the weighbridge, it should be rectified within 24 hours. During the said period of breakdown, weighing should be done at private weighbridge approved by the Authority;
- h) The Weightbridge shall be operated and maintained by the Concessionaire, at no additional cost to the Authority;
- i) The Concessionaire shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy operations during night hours shall be provided and safety provisions including health inspections of workers at site shall be carried out;
- j) The Concessionaire shall prevent environmental impacts of the activities as per the Solid Waste Management Rules, 2016, adopt guidelines for development of landfill as per Schedule-I of the said Rules;
- k) The Concessionaire shall undertake a mass awareness/ sensitization program, in surrounding residential/village areas, so as to ensuring the local people are aware and taken into confidence of the Reclamation activities as per **Annexure**

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A;

- l) The Concessionaire shall be responsible for the sale of recyclables to appropriate vendors and shall be entitled to keep the proceeds from sale of the recovered components from the Bhagtanwala Dumpsite;
- m) The Concessionaire shall be responsible for the sale of RDF to the nearest cement industries/thermal power plants/ sugar mills/ any other industry and shall be entitled to retain the proceeds from the sale of the recovered components;
- n) The Concessionaire shall be responsible for disposal and sale of Bio-soil, C&D debris, C&D products, any other product that is glass, metals, etc. and shall be entitled to keep the proceeds from sale of components from Bhagtanwala Dumpsite.
- o) During the Term, the Concessionaire shall, no later than 15 (fifteen) days after the close of half year, furnish to the Authority, a bi-annual report bringing out in detail the progress of the Works and entire dumpsite assessment ("**Bi-Annual Report**");
- p) During the Term, the Concessionaire shall, no later than 15 (fifteen) days after the close of each quarter, furnish to the Authority, a quarterly report bringing out in detail the progress of the Works, work site assessment and proofs of disposal of processed waste ("**Quarterly Report**");
- q) During the Term, the Concessionaire shall, no later than 15 (fifteen) days after the close of each month, furnish to the Authority, a monthly report bringing out in detail the progress of the Works ("**Monthly Report**");
- r) All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Authority. The Concessionaire shall take reasonable precautions to prevent Concessionaire's Personnel or other persons from removing or damaging any of these findings. The Concessionaire shall, upon discovery of any such finding, promptly give notice to the Authority, who shall issue instructions for dealing with it.

4.9. Submission and Approval of Remediation and Reclamation Plan:

- a) The Concessionaire shall submit the comprehensive Remediation and Reclamation Plan within 20 (twenty) days of the Appointed Date. The Authority shall within 7 (seven) days of receipt of the Remediation and Reclamation Plan shall review and convey its comments to the Concessionaire with particular reference to its conformity with the Key Performance Indicators. The Concessionaire shall modify the Remediation and Reclamation Plan in accordance with the comments provided by the Authority and provide the final Remediation and Reclamation Plan thereof to the Authority.
- b) The Concessionaire hereby acknowledges that the Remediation and

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Reclamation Works shall be completed in accordance with the Remediation and Reclamation Plan.

4.10. Other Obligations

The Contractor shall also perform the following activities and fulfill the following obligations as part of the Scope of Work:

- 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 all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- b) undertake the Works as set out in **Annexure A**;
- c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Contract;
- d) Ensure that the Project site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- e) ensure and procure that its Personnel comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- f) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Contract;
- g) transfer the Project without any consideration and free from all lien, Encumbrances to the Authority on Transfer Date in accordance with the provisions thereof;
- h) not indulge in any corrupt practices;
- i) Concessionaire shall not undertake Change in Ownership, without intimating at least 30 (thirty) days in advance to the Authority in writing, of such change;
- j) The Contractor shall at all times be wholly responsible for and in respect of its dealings with sub-contractors or third parties; and shall fully indemnify the Authority in respect of any claim, proceedings, actions, losses arising in connection thereof or in relation thereto. In the event the Work does not conform with the Key Performance Indicators, the Authority shall inform the Concessionaire and the Concessionaire shall immediately without any delay take such remedial action as is necessary;
- k) Be liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the site;
- l) In case the Concessionaire is a Consortium, then all Members of the Consortium shall be jointly and severally liable towards the Authority to execute the Project during the Term of the Contract and irrespective of the failure of any particular Member of the Consortium. The Authority shall be entitled to call upon the other Member(s) including the Lead Member of the Consortium to discharge the

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obligations of the Concessionaire as enshrined in this Agreement.

- m) Give priority to safety in its construction and planning activities in order to protect, life, health, property and environment;
- n) Take all reasonable precautions for the prevention of accidents and emergencies on or about the Project Site, including from fire, explosion, unplanned release of MSW etc. by installing firefighting devices, alarms and communication systems and maintaining adequate water supply, safety equipment and material at the Project Facilities. water supply, safety equipment and materials at the Project Facilities. The Concessionaire shall liaison and maintain contact with Emergency response teams, hospitals, police, the fire department, taxi services etc. The Concessionaire shall provide all reasonable assistance and Emergency medical aid to accident victims;
- o) Comply with and make sure that its personnel and sub-contractors comply with all Applicable Laws, Applicable Permits, requirements of the Authority in all matters relating to occupational health, safety and the environment;
- p) Except with the prior written consent of the Authority, the Contractor and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Works.

4.11. Liability

- a) Be the applicant, the authorized person, the occupier, the transporter (where applicable) and operator of the Project Facilities under and for the purposes of the Applicable Laws, including the MSW Rules. The Concessionaire accepts all liability and shall be liable under the Applicable Laws or otherwise for the implementation, operation and maintenance of the Project Facilities and indemnify and keep indemnified at its cost the Concessioneing Authority and the Government Authorities from and against any liability arising due to its acts or deeds or lack of any of its acts or deeds either by itself or Persons claiming through or under it, for the Project;
- b) Bear at its cost and consequence, all risks of loss of or damage to life, limb, personal injury, death, physical property and environment, in or around the Project Site(s) or in relation to implementation of project, which arise in connection with or in consequence of the performance of the Construction Works by the Concessionaire or Persons claiming through or under it. Concessionaire shall restore and/or compensate at its cost as the case may be for all such losses or damages;
- c) Be liable for all cost overruns in the implementation of the Project, save and except as expressly provided herein;
- d) Be liable for its contracts with its Contractors, personnel, labour or any Third Party. The Authority shall not be liable in any manner in this behalf;
- e) Be solely liable for any cost or price escalation resulting from fluctuation in the

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prices of goods, materials, consumables, things and services used in the construction and implementation of the Project and not be exempted from its obligation to implement the Project or compensated in any form on account of any such escalation;

The obligation set out in this Article 4.11 shall survive the expiration or prior termination of this Agreement.

4.12. Performance Security

- a) Within 21 days of receipt of the Letter of Acceptance, the Contractor shall deposit to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] for an amount equivalent to 5% of the Contract Value in form of Bank Guarantee from a Nationalized/Scheduled Bank in India acceptable to the Authority. The Contractor shall provide such Performance Security within 21 days from the date of letter of award but prior to signing of Agreement Such Performance Security shall be in the form set forth in **Annexure C** hereto. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Contractor. No interest shall be payable by the Authority against the Performance Security.

- b) Upon occurrence of an Event of Default by the Contractor or failure of the Contractor to meet any of the Conditions Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Contractor Default. Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Contract in accordance with Article 9.1 and 9.2. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Liquidated Damages, and to terminate this Contract in accordance with Article 9.1 and 9.2.

- c) The Performance Security shall remain in force and effect for up to 180 days

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after the completion of the Project, shall be released after 180 (one hundred eighty) days of Transfer Date in accordance with this Contract.

4.13. Retention Money (Security Deposit)

- a) The Engineer on behalf of the Employer shall retain 5% of the amount of each payment due to the Contractor until Completion of the whole of the Project/Work to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work executed. This retention shall be inclusive of the initial bid security deposited by the bidder.
- b) The Performance Security and retention security deposit shall be released to the Contractor only upon fulfillment of all the following conditions:
 - Successful implementation of the project as stipulated in the agreement.
 - Effective management, operation, and maintenance of all services under this agreement.

4.14. Mobilization Advance

- a) The Authority may make advance payment to the Contractor of the amounts upto 5% of the contract amount. Interest shall be charged at the rate of 9% per annum on the advance payment. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the work. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer. The Mobilization Advance shall be released by the Authority within 30 (thirty) days of the agreement
- b) It is hereby agreed by and between the Parties that the Mobilization Advance amount shall be adjusted in equal installments against the Processing Fee payable every month to the Contractor till the Mobilization Advance amount is recovered in full. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Price Adjustments, Compensation Events, or Liquidated Damages.

4.15. Liquidated Damages

- a) In case the work is not completed within the stipulated period of completion of whole or part of work (Monthly Processing Target) along with all such extensions which are granted to the Contractor for Force Majeure, the penalty shall be levied on the contractor at the rate of 1% of the contract amount per day of delay limited to maximum of 5% of contract amount.
- b) The Authority will deduct the liquidated damages from payments due to the Contractor.
- c) If the liquidated damage attains to a maximum of 5% of the contract amount the

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Authority may:

- Terminate the contract agreement and forfeit the Performance Security.
 - Retain the contractor on depositing the amount equivalent to such liquidity damage of 5% of the contract amount. However, the retention of the contractor on such ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.
- d) The decision of the Authority in this regard shall be final and binding upon both the parties.
- e) The Concessionaire shall execute the Works in such manner so as to meet its Project related obligations as set out herein within the Stipulated Completion Date. In the event, the Concessionaire fails to provide Works in accordance with this Agreement, Good Industry Practice and within the Stipulated Completion Date, the Concessionaire shall be liable to pay the Liquidated Damages which shall be in turn be liable to be deducted from the monthly processing fee payable to the Concessionaire.
- f) For the avoidance of doubt, the Liquidated Damages stipulated herein does not include the Liquidated Damages which may be levied for non-adherence to the Key Performance Indicators, as set out in **Annexure B**, which are in addition to the Liquidated Damages specified herein this Clause.

4.16. Key Performance Indicators

The Key Performance Indicators set forth herein shall be in addition to, and not in substitution of, those specified in Annexure B, which forms an integral part of this Contract.

SR. No.	Description	Penalty/Incentive Amount
1.	<p>Non-achievement of Processing Efficiency i.e. monthly milestones, with respect to the reduction of waste quantities as per work schedule.</p> <p>Monthly Processing Target- 1.00 Lakh MT Daily Processing Target [3334 MT] will be calculated as = [1.00 Lakh MT]/no. of days in the month</p>	<p>No penalty if minimum 95% of daily waste processing target is achieved on daily basis.</p> <p>If the daily waste processed is less than 95% of [3334 MT] - Penalty of INR 50 per ton for every extra ton of waste not processed below [95%] of [3334 MT] will be levied.</p> <p>Exclusions:</p>

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		<ul style="list-style-type: none"> Penalty not applicable if the monthly target [1.00 Lakh MT] is met by the end of the month. Factors not under the control of the operator. The Penalty should be considered on monthly target as per the provisions of the Key Performance Indicators. The Authority will not deduct penalty in case of rainy season but this quantity of aggregates should be dispose-off within one week after the day of rain.
2.	<p>Over-achievement of Processing Efficiency i.e. (monthly) milestones, with respect to the reduction of waste quantities as per work schedule.</p> <p>Monthly Processing Target- 1.00 Lakh MT Daily Processing Target [3334 MT] will be calculated as = [1.00 Lakh MT]/no. of days in the month.</p>	<p>If the daily waste processed is more than [105%] of [3334 MT] - Incentive of INR 50 per ton for every extra ton of waste processed above [105%] of [XD] will be provided.</p> <p>Exclusions:</p> <ul style="list-style-type: none"> Incentive not applicable if the monthly target [1.00 Lakh MT] is not met by the end of the month.
3.	Non-compliance to SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the RFP.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
4.	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
5.	Non-availability of Site Facilities as per the detailed plan of action/ work plan, submitted by the Contractor at the start of work and duly approved by the Authority.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.

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6.	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
7.	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	50% of the value of bills certified for three (03) preceding months from the month of incidence noticed.
8.	Fire Incident.	Rs. 20,000/- per additional incidence per day. Exclusion: 1 incident of fire at the dumpsite per 10 Lakh MT of residual waste will be exempted from penalty.
9.	Fails to uplift/dispose of the processed aggregates i.e., Inert, RDF, and Bio-soil etc. from the dumpsite within 7 days of processing.	Rs. 100/- for every Ton of aggregates lying on the dumpsite beyond the stipulated 7- day period.

4.17. Overriding powers of the Authority

- a) If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Key Performance Indicators, and such breach is causing or likely to cause the disruption in the Works not being available, the Authority may, without prejudice to any of its rights under this Contract including termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying the defect(s) with respect to the Works and/or remedy the breach of the obligation, as the case may be.
- b) In the event that the Concessionaire upon notice, fails to rectify or remove the defect in the Works within a Cure Period specified by the Authority, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such defect; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover from the Contractor or set off from the Processing Fee payable and/ or the Performance Security of the Concessionaire.
- c) In the event of a national emergency, civil commotion or any other act, the

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AMRITSAR
Auth.
Date

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Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Authority, and give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority.

- d) For the avoidance of doubt, the consequences of such action shall be dealt with in accordance with the provisions of Article 8 (Force Majeure).

4.18. General Prohibitions

- a) The Concessionaire agrees not to undertake, directly or indirectly, any of the following practices or actions, the violation of which shall be deemed a material breach and may result in immediate termination of this Agreement:
- i. make any representations or promises on behalf of the Authority other than those which have been expressly permitted under this Agreement;
 - ii. infringe any of the Authority's proprietary rights;
 - iii. register or seek to register any trademark, service mark, service name, or domain name, which includes, relates to, or is confusingly similar to those of the Authority; and
 - iv. transfer, assign, distribute, sell, or otherwise grant to any third party any rights under this Agreement.
- b) The Concessionaire shall, unless otherwise provided in the Agreement, employ such qualified and experienced Personnel as are required to carry out the Works. It is expressly agreed and understood by Parties that the Concessionaire shall be wholly responsible for engaging the minimum required personnel at the Bhagtanwala Dumpsite for undertaking the Works including in relation to their salary, benefits, statutory payments, contributions towards any benefits, as would be payable under Applicable Laws for the duration of their deployment. The Concessionaire shall not employ any children/ child labour below the age of 18 years. The Concessionaire will submit details of key people to be deployed in the project along with their experience and qualifications.

5. PAYMENTS TO THE CONCESSIONAIRE

5.1. Payment Obligations

The Authority shall ensure timely payment of the Processing Fee in accordance with the provisions of this Contract.

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5.2. Processing Fee

- a) For undertaking the Remediation and Reclamation Works, in compliance with the terms of this Contract, the Contractor shall, subject to and in accordance with terms hereof, be paid on monthly basis a fee for the Waste processed at the Bhagtanwala Dumpsite (“**Processing Fee**”) commencing from the Commercial Operation Date, to be billed on a monthly basis. The Processing Fee shall be payable by the Authority to the Contractor for the remediation/processing of Waste done at the Bhagtanwala Dumpsite during the month in accordance with the timelines specified in this Article 5.3.
- b) The Processing Fee shall be fee per ton of processed waste in the Bhagtanwala Dumpsite during the period of 15 months (Fifteen Months) from the Commercial Operation Date (“**Remediation and Reclamation Period**”), during which period, the Contractor shall undertake Remediation and Reclamation Works in accordance with the provision of this Contract.

5.3. Manner in which the Payment is to be made

- a) The Bidder shall submit to the Authority a statement (“the Running Bill”) on completion of every month, but in no case late than 7th (Seventh) day of the succeeding month or in case the 7th (Seventh) day is a holiday then on the following working day of such month.
- b) The Bill submitted by the Contractor shall include all the Supporting Record, including but not limited to:
 - Invoice for Service;
 - Weighbridge Slip Records;
 - Contour/Total Survey/Drone Mapping Report showing volumetric reduction;
 - Monthly Progress Report with Mass Balance Sheet;
 - RDF Disposal Certificate;
 - and any other relevant document.
- c) The Authority shall make payment to the Contractor on a monthly basis, subject to the submission of monthly by the 7th day of every month or in case the 7th day of a Month is a holiday then by the following working day of such Month, accompanied by all the supporting records as defined above. Monthly Payment to the contractor shall be calculated as under:

Monthly Payment= (Total Quantum of legacy waste processed in a month * Finalized per ton rate)- Penalties/Liquidated Damages.

Note: An amount equivalent to 5% of each monthly bill will be deducted as a retention security deposit of the finalized contract value.

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- d) Upon the receipt of the monthly bill and supporting records, the Authority shall verify the same and pay the bill amount within 15 (fifteen) days of submission be subject to deductions and penalties, as per the terms and conditions of this Agreement. Timely payment by the Authority is the essence of the contract as failure in making timely payment may affect the execution of the work. If the delay is caused in fulfillment of any obligation by the Contractor due to delay in payment of monthly bills as aforesaid, no penalty or any other sum of whatever name called in this contract shall be levied on the Contractor.
- e) The Authority reserves the right to deduct any sums due to the Authority from the bill amount on account of Liquidated Damages for delay, Penalties for non-performance and any other sums due to the Authority under the Agreement.
- f) Upon fulfillment of all the following conditions:
- Successful implementation of the project as stipulated in the agreement.
 - Effective management, operation, and maintenance of all services under this agreement.
- The Authority shall issue the Completion Certificate to the Contractor and shall pay the dues after deducting any sums due towards the Authority within 30 (thirty) days of the issuance of the completion certificate.
- g) It is agreed between the parties that in case any payment to be made by the Authority to the Contractor is delayed due to any of the reasons maybe procedural, non-availability of the funds or any other reason, no interest shall be payable to the Contractor for such delayed payment.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY

6.1. The Authority hereby represents and warrants and covenants that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement including the power and authority to provide the Bhagtanwala Dumpsite on license to the Concessionaire and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and

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- e) 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 Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Contract;

6.2. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

7. OBLIGATIONS OF THE AUTHORITY

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

7.1. Applicable Permits

- a) Upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality, if required, for implementation of the Works and facilitate the co-ordination with various state and other concerned authorities and agencies, and all other assistance and facilities. However, it is clarified here that it shall be the sole responsibility of the Concessionaire to obtain the applicable permits and licenses from the concerned authorities and agencies;
- b) The Authority shall use its best efforts to ensure the assistance to the Concessionaire to obtain the permits and licenses from various agencies as is reasonably required to enable Concessionaire to perform its Works as specified in **Annexure A**.
- c) Without prejudice to the generality of Article 7.1 (a) above:
- i) recommend and forward to the relevant authority/ministry/department, any application of the Concessionaire to obtain any Applicable Approval;
 - ii) facilitate the grant of the Applicable Approval with the relevant authority/ministry/department, including entry permits from traffic police, and assist the Concessionaire in getting necessary clearances from the relevant authorities / ministry/departments;
 - iii) ensure that the building plans for the Project Facilities at Processing Facilities Site and Project Sites are duly and expeditiously approved

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by the concerned authorities under the Act / building by-laws / other
relevant by-laws or regulations;

7.2. Grant of License

- a) For the purpose of this Agreement, the Authority, in accordance with the terms and conditions set forth herein, shall grant to the Concessionaire, commencing from the Effective Date, a right of way to access the Bhagtanwala Dumpsite and to undertake Works, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever at the said Bhagtanwala Dumpsite belonging to or in any way appurtenant thereto or enjoyed therewith, for the purposes permitted under this Contract, and for no other purpose whatsoever.

Provided however that the rights being vested herein does not, and shall not be construed as creating any demise, interest or ownership in the Bhagtanwala Dumpsite and, whatsoever, and is a mere permission to enter the Bhagtanwala Dumpsite and perform the Works envisaged hereunder, subject to and in accordance with terms hereof. For avoidance of doubt and subject to provision of this Agreement, License for the Bhagtanwala Dumpsite is granted to the Concessionaire for Remediation and Reclamation Period.

- b) It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any separate action to be taken by the Authority, upon the termination of this Agreement for any reason whatsoever.
- c) The Concessionaire shall use only such part of the Bhagtanwala Dumpsite and as is handed over to it by the Authority and shall not use the Bhagtanwala Dumpsite for any other purpose except to carry out its obligations as per the terms of this Agreement. Further, the Concessionaire shall not sub-license its rights hereunder or create Encumbrances/charge of any nature whatsoever, save and except as may be expressly set forth in this Agreement.

7.3. Payment obligation

The Authority shall ensure timely payment of the Processing Fee in accordance with the provisions of this Agreement to the Concessionaire.

7.4. Peaceful use

The Authority shall ensure peaceful use of the Processing Facilities Site and Project Site by the Concessionaire under and in accordance with the provisions of this Agreement without any let or hindrance from any Persons claiming through or under the Concessioning

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7.5. Testing During the Operations Period

- a) For determining that the operation and maintenance of Bio remediation site undertaken during the Operations Period conform to the specifications, Applicable Laws and requirements of this Contract, the Authority shall require the Contractor 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 Authority from time to time, in accordance with Good Industry Practice. The Contractor shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Authority and furnish the results thereof to the Authority. For the avoidance of doubt, the costs to be incurred on any such test undertaken shall be borne solely by the Contractor.
- b) In the event that results of any tests conducted under this Article establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Authority in this behalf. For the avoidance of doubt, it is agreed that tests pursuant to this Article shall be undertaken in addition to and independent of the tests that shall be carried out by the Contractor 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 Contractor to the Authority forthwith.

8. FORCE MAJEURE

8.1. Definition

- a) 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.
- b) 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;

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- 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 lighting, 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;
- 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, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 4.5; and
- 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.

8.2. 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

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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.

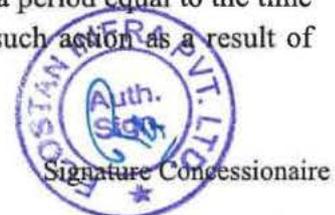
8.3. Measures to be taken

- a) The Affected Party shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with minimum delay.
- b) Upon occurrence of a Force Majeure Event, the Affected Party shall by notice notify the other Party of such event as soon as possible, and in any event not later than 5 (five) days following the occurrence of such event:
- i) providing the details of the nature, extent and cause of such event 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.
- c) 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 5 (five) 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.
- d) 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 8.3 (b), and, such other information as the other Party may reasonably request the Affected Party to provide.
- e) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

8.4. Extension of Time

- a) Any period within which a Party is, pursuant to this Agreement, required to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of

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Force Majeure Event or any other reason.

8.5. Allocation of costs arising out of Force Majeure

- a) Upon occurrence of any Force Majeure Event prior to the Effective Date and during the Term, 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 Authority to the Concessionaire for the days on which the Works are not executed by the Contractor. 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 loss of Fee, revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Proposal may be relied upon to the extent that such information is relevant.
- d) Save and except as expressly provided under the Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

8.6. Termination due to Force Majeure

- a) If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 365 (three hundred and sixty five) days either Party may in its discretion terminate this Contract by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, 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

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Agreement, neither party shall be held liable for any loss, damage or compensation.

8.7. Termination Payments in case of Force Majeure

- 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.

8.8. Excuse from performance of obligations

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

9. TERMINATION DUE TO EVENTS OF DEFAULT

9.1. Termination by the Authority

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 set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Concessionaire shall be deemed to be in default of this Agreement ("**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

- a) the Performance Security encashed and appropriated and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- b) failure to achieve completion of setting up of Processing Facility within the

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Stipulated Date of Completion of Processing Facility, including any extension of time granted hereof;

- c) failure to achieve completion of Remediation and Reclamation Works within the Stipulated Date of Completion of Remediation and Reclamation Works, including any extension of time granted hereof;
- d) failure to achieve the completion of the Project as per provision of this Contract;
- e) subsequent to the replenishment or furnishing of fresh Performance Security, the Concessionaire fails to cure, within a Cure Period of 15 (fifteen) days, the Concessionaire Default for which whole or part of the Performance Security was initially appropriated;
- f) the Concessionaire is in material breach of its obligations and / or scope of Work as laid down in this Contract;
- g) the Concessionaire abandons or manifests intention to abandon the Works and/ or operation & maintenance of the Sanitary Landfill without the prior written consent of the Authority;
- h) the Concessionaire is adjudged bankrupt or insolvent;
- i) if any receiver, liquidator, trustee or administrator or similar official has been appointed for Concessionaire or winding up, insolvency or dissolution proceedings in respect of Concessionaire have been initiated;
- j) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- k) 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;
- l) the Contractor has failed to fulfill any obligation, for which failure termination has been specified in 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 Contract;
- n) if the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- o) if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Works for a period of not less than 60 (sixty) days;
- p) if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- q) in any quarter during the Term, the quantum of Damages levied on the Concessionaire for non-fulfillment of the Key Performance Indicators is beyond 5% (five percent) of the value of the Performance Security;
- r) if the processing rejects/inert within the Sanitary Landfill exceeds the limit as per applicable rules, as specified in this Contract, on either more than 5 days during a month during or 30 days during the term;

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- s) if the Concessionaire fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 14 hereof; and/or
- t) without prejudice to the right of Authority, a Change in Ownership has occurred, without intimating at-least 30 (thirty) days in advance to the Authority in writing, of such change.
- u) Any other circumstance or situation which has been described as a Concessionaire Default under this Agreement.

9.2. Termination Notice by the Authority-

- a) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall issue a **first written notice**, specifying the breach and allowing a period of twenty-one (21) days for the Concessionaire to remedy the default.
- b) If the Concessionaire fails to cure the breach within the aforementioned period, the Authority shall issue a **second written notice** providing an additional **fourteen (14) days** for the Concessionaire to resolve the issue. If the Concessionaire still fails to cure the breach, the Authority shall issue a **final written notice** granting **seven (7) days** to rectify the default.
- c) If the Concessionaire fails to remedy the breach within the final seven (7) days' notice period, the Authority may terminate the agreement with immediate effect, without prejudice to any other rights and remedies available to the Authority under the agreement or applicable law.
For the avoidance of doubt, the date of Termination Notice shall be deemed to be the **Termination Date**.

9.3. Termination by the Concessionaire

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 (sixty) days or such longer period as has been expressly provided in this Contract, the Authority shall be deemed to be in default of this Contract (**the "Authority Default"**) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

- a) If the Authority fails to pay any money due and payable (including but not limited to the Processing Fee) to the Concessionaire subject to and in accordance with terms of this Agreement and such claimed amount is not subject to dispute pursuant to hereof;

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- b) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Article 14 hereof;
- c) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement;
- d) Any other circumstance or situation which has been described as an Authority Default under this Agreement.

9.4. Termination Notice by the Concessionaire- Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

For the avoidance of doubt, the date of Termination Notice shall be deemed to be the **Termination Date**.

9.5. Termination Payments

- a) Upon termination of this Agreement on account of the event of default- Concessionaire, the Authority shall be entitled to terminate this Agreement and encash & forfeit the Performance Security of the Concessionaire. In such an event, the Concessionaire shall only be entitled to the payments against the Processing Fee on proportionate basis due for the Work done till the Termination Date.
- b) Upon termination of this Agreement on account of the event of default- Authority, the Authority shall return the Performance Security to the Concessionaire and shall pay the unpaid and due Processing Fee on proportionate basis for the Works rendered in accordance with term hereof prior to Termination Date.

9.6. Consequences of Termination

- a) Upon termination of this Agreement pursuant to Article 9 or upon expiration of this Agreement, as the case may be, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, as the case may be, including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract (ii) the

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obligation of confidentiality set forth in Article 16.1, and (iii) recourse to arbitration and indemnity obligations; and (iv) any other right which a Party may have under the Applicable Laws.

9.7. Accrued Rights of Parties

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

10. MODIFICATIONS OR VARIATIONS

- a) Any modification or variation of the terms and conditions of this Contract by the Authority for remedying any unforeseen adverse circumstances/ events, including any modification or variation of the Scope of the Work, can only be made by a written agreement between the Parties

11. TRANSFER AND HANDOVER

Upon expiry of the Term or upon termination of this Agreement, the Concessionaire shall transfer and handover the remediated and reclaimed land parcel at Bhagtanwala Dumpsite in accordance with the provisions of Schedule 1.

The Parties shall thereafter consult in good faith to agree to such modifications failing which the affected Party may, by notice, require the other Party to pay an amount that would place it in the same financial position that it would have enjoyed had there been no such Change in Law. However, in case the other Party disputes such payment the matter shall be settled in accordance with the dispute resolution procedure set out in Article 14. It is clarified that the Parties shall continue to fulfill their obligations under this Contract pending resolution of any Dispute.

12. CHANGE OF SCOPE

- a) The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional Works which are not included in the Scope of Works. Any such Change of Scope shall be made in accordance with the provisions of this Article and the costs thereof shall be expended by the

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Concessionaire and reimbursed to it by the Authority in accordance with this Article;

- b) In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the Works contemplated thereunder (the "**Change of Scope Notice**").
- c) Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of:
 - i) the impact, if any, which the Change of Scope is likely to have on the Project if the Works are required to be carried out during the Term; and
 - ii) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown specifying the material and labour costs calculated; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority.
- d) Upon receipt of information set forth in Article 12 (c) above, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the dispute.
- e) Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of implementing Change of Scope as agreed hereunder. The Concessionaire shall, after commencement of the activities, present to the Authority bills for payment in respect of the work in progress supported by such documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts after making a proportionate deduction for the advance payment made hereunder, and in the event of any dispute, final adjustments thereto shall be made under and in accordance with the dispute resolution procedure set out in Article 14.
- f) Notwithstanding anything to the contrary contained in this Article 12, the Authority shall not require the Concessionaire to undertake any Works if such Works are likely to obstruct or impair the continuous execution of the Project.
- g) Furthermore, notwithstanding anything to the contrary contained in this Article 12, all aggregate costs arising out of all Change of Scope Orders issued during the Term, shall not exceed 10% (ten percent) of the consideration being paid

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under this Contract for the entire Term.

13. PAYMENTS BY THE CONTRACTOR

- 13.1.** The Contractor shall be liable to pay all the statutory levies, including but not limited to, the applicable taxes, the charges of the Electricity and any other levy imposed by the State Government and the Central Government or any other regulatory Authority.
- 13.2.** Any penalty, interest, or other financial liability imposed on the Contractor due to non-payment or delayed payment of any taxes, duties, charges, or levies, whether statutory or otherwise, shall be the sole responsibility of the Contractor. Such liability shall not, under any circumstances, create any obligation or right against the Authority, nor shall the Authority be held liable for the same in any manner whatsoever.

14. DISPUTE RESOLUTION MECHANISM

- 14.1.** If any dispute or differences of any kind whatsoever arise between the Authority and the Contractor in connection with or arising out of the Contract, they shall be resolved as under:

Pre-Arbitration Mechanism

- 14.2.** In the event, if a dispute arises between the parties, whether before the commencement or during the progress of Project or after the termination, abandonment or breach of the Contract, the dispute shall in the first instance supported with complete documents and further documents, if any, be referred to the Engineer-in-Charge. The Engineer-in-Charge after giving an opportunity of hearing to both sides, shall pass a reasoned order within the time frame as determined by the Engineer-in-Chief, preferably, within a period of 30 (thirty) days after the receipt of the dispute in writing. The decision rendered by the Engineer-In-Chief shall be final and binding in all respects on the Parties.
- 14.3.** In the event that either party is dissatisfied with the decision of the Engineer-in-Charge, such party may refer the matter to the Commissioner, Municipal Corporation Amritsar, within a period of 30 (thirty) days from the decision of the Engineer-in-Charge, for the purpose of seeking an amicable settlement of the dispute. The decision of the Commissioner, arrived at after giving both parties an opportunity to be heard, shall be given due consideration by both parties in good faith with a view to resolving the matter amicably.

Arbitration

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- 14.4. In the case, the parties are not able to resolve their dispute or difference amicably by way of consultation, then the aggrieved party may approach the other party for the resolution of the dispute by the appointment of an independent arbitrator, appointed by mutual consultation of both parties.
- 14.5. 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 clause.
- 14.6. 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.
- 14.7. The fees of the Arbitral Tribunal shall be as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996.
- 14.8. In the event of passing of an Award by the Arbitral Tribunal, the same shall be binding upon all the Parties.

15. COMPLETION CERTIFICATE FOR RECLAMATION AND REMEDIATION WORKS

- 15.1. A completion certificate for Remediation and Reclamation Works ("**Completion Certificate for Remediation and Reclamation Works**") as per the format set out in Annexure D shall be issued by the MCA/Superintending Eng after completion of Remediation and Reclamation Works and conducting inspection.

16. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

16.1. Confidentiality

- a) Except with the prior written consent of the Authority, the Concessionaire and its personnel shall not at any time communicate to any person or entity any confidential information acquired during the course of the Works.
- b) The Authority shall not at any time divulge or disclose or suffer or permit its 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 Facilities, Project, the Concessionaire and the Authority (including any information concerning the contents of this Agreement) except to its 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.
- c) The Authority shall use such Proprietary Material and information only for the

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purposes of this Agreement or as otherwise expressly permitted by the Concessionaire in writing.

- d) 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.
- e) The aforesaid provisions shall not apply to the following information:
 - i) already in the public domain otherwise than by breach of this Agreement;
 - ii) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
 - iii) disclosed due to a court order or under any Act of GoI/GoP.

16.2. Survival

The Concessionaire and the Authority accepts and confirms that the provisions of this Article 16 survive the expiration or any earlier termination of this Agreement.

17. REPRESENTATIONS AND WARRANTIES

17.1. Representations and Warranties of Parties

Each Party represents and warrants to the others that:

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the Project;
- e) This Agreement constitutes its legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;
- f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof; and
- g) It shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid.

17.2. Representations and Warranties of the Concessionaire

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The Concessionaire represents and warrants to the Authority that:-

- a) The Concessionaire shall not venture into or continue any business which is in direct or indirect competition with the Project/Project Facilities. In the event the Concessionaire engages in such activities, the same shall constitute a fundamental breach of this Agreement by the Concessionaire;
- b) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- c) there are no actions, suits, proceedings or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute the Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effects;
- d) 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;
- e) 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;
- f) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to any Government Authority in relation to Applicable Approvals contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- g) its shareholding pattern is in compliance with the requirements of this Agreement.

17.3. Representations and Warranties of Authority

The Authority represents and warrants to the Concessionaire that nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it.

17.4. Disclaimer

- a) Without prejudice to any express provision contained in this Agreement, the

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Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, the Technical Specifications, all the information and documents provided by the Authority or any Government Authority, the market and demand conditions, and the cost, risks, consequences and liabilities involved in implementing the Project, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

- b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 17.4(a) above and hereby confirms that the Concessions Authority/Authority, any Government Authority and their consultants and advisors shall not be liable for the same in any manner whatsoever to the Concessionaire or Persons claiming through or under the Concessionaire.
- c) The Concessionaire accepts that it is solely responsible for the verification of any design, data, documents or information provided by the Authority, any Government Authority or their consultants and advisor the Concessionaire and that it shall accept and act thereon at its own cost and risk.
- d) The Concessionaire shall be solely responsible for the contents, adequacy and correctness of the design, data, drawings and detailed engineering prepared or procured by the Concessionaire for implementing the Project.

17.5. Obligation to Notify Change

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

18. MISCELLANEOUS PROVISIONS

18.1. Assignment and Charges

The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except in accordance with the provisions of the Concession Agreement.

18.2. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with this Contract or its subject matter, existence, validity, termination,

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

18.3. Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorised 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.

18.4. Survival

Termination of this Agreement shall not relieve the Concessionaire or the Authority 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 any Party, shall not relieve any 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.

18.5. Amendments

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

18.6. Severability

If for any reason whatsoever any provision of this Agreement is or

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

18.7. Relation between the parties

- a) The Parties unconditionally agree and understand that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship as between the Authority and the Contractor or its personnel. The Contractor, subject to this Contract, shall have complete charge of personnel performing the Works and shall be fully responsible for the Works performed by them or on their behalf hereunder. None of the Parties shall be entitled to, by act, word, or deed or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent of the other Party.
- b) This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- c) Neither party shall have any authority to bind the other in any manner whatsoever.

18.8. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if other than English is used at the costs and expenses of the Party sending such communication, notice, documentation and proceedings.

18.9. 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

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in a binding legal agreement executed by both Parties.

18.10. Counterparts

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

18.11. Notices

- a) Any notice, request or consent required or permitted to be given or made pursuant to this Agreement, shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Schedule-1.
- b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Schedule-1.
- c) Notice will be deemed to be effective as specified in the Schedule-1.

18.12. 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 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).

18.13. Liability for Review

Except to the extent expressly provided in this Agreement:

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- a) no review, comment, certification, verification or approval by the Authority, or an Independent Expert or any Government Authority of any Project Agreement, design, detailed engineering, or document, accounts, invoice etc. submitted by the Concessionaire nor any observation, testing, certification, validation or inspection of the construction, operation or maintenance of the Project Facilities nor the failure to review, approve, comment, observe, test or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- b) the Authority, its advisors or the Government Authorities shall not be liable to the Concessionaire by reason of any review, comment, approval observation, testing, certification, verification, validation or inspection referred to in sub-article (a) above.

18.14. Unforeseen Event

Any event or condition that has not been explicitly covered under the provisions of this Agreement shall be resolved after discussion and mutual agreement between the Parties.

18.15. Liability and Indemnification

- a) The Concessionaire shall indemnify, defend and hold harmless (**the "Indemnifying Party"**) the Authority (**the "Indemnified Party"**) during the operation Period from and against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgements, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising, for personal injury, for damage to or loss of any property and any Third Party liability, including reasonable attorneys' fees, actually incurred or suffered by the Indemnified Parties, arising out of or in any way connected with (i) any breach, negligence, default, omission, violation, infringement etc., as the case may be, by the Indemnifying Party or Persons claiming through or under it of such Party's representations and warranties herein; covenants, agreements or obligations contained herein or the terms and conditions hereof; any intellectual property right of any Person; (ii) failure of the Indemnifying Party or Persons claiming through or under it to comply with Applicable Laws or the Applicable Permits or to pay taxes or make contractual or other payments due and payable to any Person; (iii) the employment, sickness, injury or death of any Person employed directly or indirectly by the Indemnifying Party or Persons claiming through or under it or (iv) as provided elsewhere herein.

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- b) The Authority shall not be liable to the Concessionaire for any indirect, consequential, incidental, punitive or exemplary damages, loss of profit, consequential financial or economic loss or any disruption in the flow of MSW into the Project Facilities for any reason whatsoever.
- c) Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and registration of this Agreement; provided however, the Concessionaire shall bear the stamp duty and registration charges (if any) in respect of execution of this Contract.
- d) The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and third party claims 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 land comprised in the Site, and/or (ii) breach by urban local bodies 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.
- e) The Concessionaire shall keep the Authority indemnified during the operation Period against any claims, damages, liabilities, costs, penalties etc. (i) from or by any Government Authority, including the CPCB or the PPCB, and Third Parties for damages to the environment or any acts, omissions, defaults or negligence of the Concessionaire that damages the environment; and (ii) resulting from accidents at work, occupational diseases and contingencies that may arise at or around the Site(s) or in the employment of labour and personnel at the Project Facilities. The Concessionaire shall remain liable for its acts or omissions in implementing the Project in accordance with the Technical Specifications and the Applicable Laws even after the Termination or expiration of this Agreement by efflux of time or otherwise.
- f) Except as expressly provided in this Agreement, the Concessionaire shall carry out and perform its rights and obligations under this Agreement and the Project Agreements at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to this Agreement and the Project Agreements.

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g) The provisions of this Article 18.15 shall survive the expiration or prior termination of this Agreement.

IN WITNESS WHEREOF the Parties, through their respective authorized officials subscribe their respective signatures and seals hereto on this 6th day of August 2025.

SIGNED, STAMPED AND DELIVERED

<p>For and on behalf of the Authority (Municipal Corporation Amritsar)</p> <div data-bbox="212 712 753 958"> </div> <p>(Authorized Signatory) <u>Swinder Singh (P.C.S.)</u> (Name) <u>Additional Commissioner</u> (Designation) <u>MC Amritsar</u></p>	<p>For and on behalf of the Contractor (M/s Ecostan Infra Private Limited)</p> <div data-bbox="794 712 1335 958"> </div> <p>(Authorized Signatory) <u>Rakesh Gupta</u> (Name) <u>B.D. Manager</u> (Designation)</p>
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Witnesses:

1. Dr. Kisan Kumar (Health Officer) (Sign, Name, Address)
Municipal Corporation Amritsar.
2. Dr. Rama (A.M.O.H.) (Sign, Name, Address)
Municipal Corporation Amritsar.

Signature Authority
 Additional Commissioner
 Municipal Corporation
 Amritsar

Signature Concessionaire

**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

Schedule 1: Special Conditions Of Contract

Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract. The SCC shall irrespective of anything contrary contained in GCC prevail over GCC.
1.1	<p>The addresses are: Authority: Municipal Corporation Amritsar Municipal Corporation Building, C- Block, Ranjit Avenue, Amritsar. 143001 E-mail: _____</p> <p>Contractor: M/s Ecostan Infra Private Limited Office No. 906A, 9th Floor, Plot No. A-40, I-Thum Tower-A, Sector-62, Noida, Uttar Pradesh 201309 (India)</p> <p>E-mail: _____</p> <p>Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, 24 (twenty-four) hours following confirmed transmission; (c) In the case of telegrams, 24 (twenty-four) hours following confirmed transmission; and (d) In the case of facsimiles, 24 (twenty-four) hours following confirmed transmission.</p>
1.2	<p>The authorized representatives are: For the Authority: _____</p> <p>For the Contractor: _____</p>
1.3	<p>This Contract shall be valid from the Appointed Date till (a) the expiry of 15 (Fifteen) months (inclusive of monsoon) or any other mutually extended date, as the case may be; or (b) its earlier termination in terms hereof.</p>
1.4	<p>Stipulated Date of Completion for Processing Facility shall be 6 (six) months from the Effective Date.</p>
1.5	<p>Stipulated Date of Completion for Remediation and Reclamation Works shall be 15 (Fifteen) months from the Commercial Operation Date.</p>
1.6	<p>The termination payments payable in case of occurrence of Force Majeure is as follows: If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the Contractor. The Contractor shall only be entitled to payment of unpaid and due Processing Fee on proportionate basis for</p>

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	the Work undertaken in accordance with term hereof prior to Termination Date. The Contractor shall take appropriate Insurance Cover for hedging risks associated with the events of Force Majeure.
1.7	<p>The following shall be the termination payments payable upon termination of the Contract:</p> <p>a) Upon termination on account of a Contractor Default during the Term, the Authority shall be entitled to terminate this Contract and encash & forfeit the Performance Security of the Contractor. In such an event, the Contractor shall only be entitled to the payments against the Processing Fee on proportionate basis due for the Work done till the Termination Date. The Authority shall not make any other payment.</p> <p>b) Upon termination on account of Authority Default, the Authority shall return the Performance Security to the Contractor and shall pay the unpaid and due Processing Fee on proportionate basis for the Works rendered in accordance with term hereof prior to Termination Date.</p>
1.8	In case the work is not completed within the stipulated period of completion of whole or part of work (Monthly Processing Target) along with all such extensions which are granted to the Contractor for Force Majeure, the penalty shall be levied on the contractor at the rate of 1% of the contract amount per day of delay limited to maximum of 5% of contract amount.
1.9	The Contractor shall furnish an irrevocable and unconditional bank guarantee from a Nationalized /Scheduled Bank as per specified format in Annexure C, for an amount equivalent to INR _____ [insert in words] as Performance Security valid for a period of 180 days of the Transfer Date.
1.10	<ul style="list-style-type: none"> • The Contractor shall be entitled to receive a mobilization advance amount equivalent to 5% (Five percent) of the total project cost, as submitted by the Selected Bidder in the remediation plan. • The above advance shall bear an interest of 9% per annum. The interest on the amounts paid as advance is chargeable from the date the amount is paid. • Recovery of Mobilization Advance paid against it aforesaid, shall be recovered by the Authority from each monthly running bill payment due to contractor on pro-rata basis at rate of 6 to 8 installments. Retention Money at 5% will be deducted from each monthly bill generated by the contractor.
1.11	<p>The Insurance Cover required to be taken out and maintained by the Contractor for the purpose of this Contract shall include (but not limited to):</p> <p>a) comprehensive third-party liability insurance including injury to or death of personnel of the Authority caused by the Project activities;</p> <p>b) liability to third parties for goods or property damage;</p> <p>c) workmen's compensation insurance;</p> <p>d) any other insurance that may be necessary to protect and sustain the Project, the Equipment therein, the Contractor and its employees, including for all</p>

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	Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (c) above.
1.12	<p>In the event the Contractor does not abide by or fulfill the aforesaid obligations as set out in Scope of Work in Annexure A, then the Contractor shall be liable to pay any and all penalties and fines which may be levied by the competent authority or Government Instrumentality responsible for monitoring the non-compliance of any violation of Applicable Laws pertaining to the environment including but not limited to the SWM Rules, 2016.</p> <p>Furthermore, in case the difference of land remediated by the Contractor and the land to be remediated according to the Remediation and Reclamation Plan is more than - 5% (minus five) upon the completion of any given quarter, the Contractor shall be liable to pay Liquidated Damages equivalent to twice the Processing Fee on the differential amount. For the purpose of illustration, if according to the Remediation and Reclamation Plan for a quarter, the Contractor is required to remediate 1 lakh ton of Waste, but reclaims only 90,000 tons of waste, then the Liquidated Damages shall be calculated as [500 X (2 x Processing Fee quoted)].</p> <p>Moreover, if the contractor fails to remediate the dumpsite within the stipulated date under the Contract, he shall be liable to pay Liquidated Damages equivalent to 5% of Performance Security, per month of delay. Recovery of such Liquidated Damages shall be without prejudice to the other rights of the Authority under this Contract, including the right of termination.</p> <p>For the avoidance of doubt, it is clarified that the provisions of this SC Clause 1.13 shall not be applicable for any default in complying with the Key Performance Indicators, and the Liquidated Damages payable for such default has been expressly specified in Annexure A of this Contract.</p> <p>For the avoidance of doubt, it is clarified that no damages shall be levied under this SC Clause 1.12 if the default is on account of reasons not attributable to the Contractor.</p> <p>If the contractor deviates from the zero-landfill undertaking, he shall be liable to pay Liquidated Damages equivalent to 5% of Performance Security, per month of delay.</p> <p>If the contractor fails to construct / operate / maintain LTP as per the all the terms of the contract, he shall be liable to pay Liquidated Damages equivalent to 2% of Performance Security, per month of delay</p> <p>Recovery of such Liquidated Damages shall be without prejudice to the other rights of the Authority under this Contract, including the right of termination.</p>
1.13	<p>The Contractor shall comply with and conform to the following transfer requirements ("Transfer Requirements"):</p> <p>a) transfer the reclaimed and remediated Bhagtanwala Dumpsite, free and clear of all Encumbrances upon issuance of Completion Certificate for Remediation and Reclamation Works or expiry of the Remediation and Reclamation Period or termination of this Contract, as the case may be.</p>

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- b) transfer forthwith the Sanitary Landfill Site, free and clear of all Encumbrances upon expiry of the Term in accordance with the provision hereof.
- c) Demobilize personnel, equipment, plant and machinery deployed for the Project from the Bhagtanwala Dumpsite upon issuance of Completion Certificate for Remediation and Reclamation Works and from the Sanitary Landfill Site upon expiry of the Term;
- d) transfer and/or deliver all Applicable Permits relating to the Works to the extent required and permissible under Applicable Laws to the Authority;
- e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Contractor in the Project, including the right to receive outstanding insurance claims to the extent due and payable to the Authority or its nominee; and
- f) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Contractor in the Project, free from all Encumbrances, absolutely unto the Authority.

Vesting Certificate

The transfer of all rights, title and interest in the Bhagtanwala Dumpsite shall be deemed to be complete on the date when Authority has issued the Completion Certificate for Remediation and Reclamation Works and has paid all remaining dues including any part of the Processing Fee payable to the Contractor (after deducting any Liquidated Damages payable by the Contractor) in accordance with the Contract. In such case, the Authority shall, without unreasonable delay, thereupon issue a certificate of vesting ("**Vesting Certificate for Bhagtanwala Dumpsite**").

The issuance of the above-mentioned certificates will have the effect of constituting evidence of transfer by the Contractor of all of its rights, title and interest in the Project in the Authority pursuant hereto. It is expressly agreed that any defect in the Transfer Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project, even if, all the Transfer Requirements have been complied with by the Contractor.

For the avoidance of doubt, the cost of fulfilling the Transfer Requirements shall be solely borne by the Contractor.

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ANNEXURE A - SCOPE OF WORK

Upon execution of the Contract, the Contractor shall undertake following activities:

1. The Contractor shall have the sole responsibility of obtaining the requisite permissions from the different departments and shall also comply with the environmental norms laid down by the CPCB, PPCB and NGT from time to time.
2. The Contractor shall ensure assessments of the prevailing bio mining site/surrounding environmental conditions, situation analysis, and issues out of current unscientific waste disposal.
3. The Contractor shall carry out the Technical Survey (Total Station Survey), of complete project site including area earmarked in which Bio-mining is to be done as well as specifying the volumetric quantification of topographical survey, geotechnical condition, water quality, leachate, and waste characterization and present it in the form of a Technical Feasibility Report before signing of agreement.
4. The Contractor shall submit a pre-remediation survey report to the Authority within 20 days from the issuance of letter of Award of work.
5. The Contractor shall submit a detailed roll out/action plan of bioremediation activities with the timeline within 30 days from the issuance of the letter of award of work.
6. The Machinery must include, but is not limited to, excavators, trommel screens, tippers, loaders, conveyors and dust suppression systems.
7. The workforce shall include, but not limited to, trained workers, operators, supervisors, and a designated manager authorised to represent the Contractor in interactions with the Authority.
8. The remediation process shall be carried out up to ground level, ensuring 100% processing of the waste.
9. The Contractor shall ensure the implementation of adequate dust suppression, odor control, and vector control measures to prevent environmental nuisance.
10. The Contractor shall ensure to provide technical details of bio-mining technology, vis-à-vis, reclamation process details, reclamation plan, waste relocations, reuse/disposal option & procedure etc. and shall be subject to approval from the Authority.
11. Project costing at 100% outsourced model for dumpsite closure and for all associated infrastructural facilities shall be at the cost of the Contractor.
12. The Contractor shall confirm details of implementation mechanisms—pre and post remediation phases- this includes landfill management as well as environmental

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management plan, along with responsibility matrix of manpower deployment.

13. The Contractor shall ensure to excavate the existing mixed compacted garbage and sieve the waste through mechanical sieving machines/ any other equipment at the cost of the Contractor.
14. The Legacy waste shall be spread out in windrows for drying and bio-cultures shall be used in accordance with "CPCB Guidelines for Disposal of MSW Legacy Waste (Old Municipal Solid Waste)-February 2019.
15. The Contractor shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the Bhagtanwala Dumpsite. The Contractor shall take all reasonable steps as per the CPCB, PPCB, NGT, and other Government Bodies related to environment conservation in India, to ensure that there is control of odour, dust and treatment generated leachate flies, rodents and bird menace and fire hazards in and around the Bhagtanwala Dumpsite during the period of reclamation.
16. The Contractor shall ensure to get environmental clearance certificate/approval from the central and state pollution control board for all the recovered materials (Bio-Soil, RDF, Leachate, and any other process product or by-product/s) generated from bio-mining, before disposal or sale.
17. The Contractor shall ensure the environmentally safe disposal of all segregated materials in accordance with the following guidelines:
 - a. RDF shall be supplied to waste-to-energy plants, cement kilns, or other authorized co-processing units and Contractor shall submit the disposal certificate to the Authority with the monthly running bill.
 - b. Inert Material, such as soil-like material, shall be utilised for low-lying landfilling, road construction, or other permissible applications as per the Solid-Waste Management Rules, 2016 (amended from time to time).
 - c. Bio-soil shall be utilised for landscaping, soil conditioning, or other suitable environment applications.
 - d. Metallic and Recyclable Waste shall be handed over to the authorized recyclers for responsible recycling and disposal.
18. The Contractor shall ensure processing of the 11 Lakhs MT of Legacy Waste in accordance with CPCB guidelines for handling Legacy Waste (Old Municipal Solid Waste dated March 2020) along with SWM Rules 2016 (as amended from time to time).
19. The Contractor shall set up an eco-friendly and non-polluting processing system in order to reduce the impact of the dumping site on the adjacent areas.
20. The Contractor shall set up a processing system flexible enough and convenient for segregation of dumped materials.

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21. The Contractor shall set a soil and ground water baseline so that the same will be available to evaluate post Bio-Mining and Remediation/ Reclamation of the Bhagtanwala Dumpsite.
22. The Contractor shall carry out necessary geotechnical surveys for considering the hydrological and flooding potential at sites, in order to mitigate any effect on the activities during Bio-Mining in terms of leachate transport. The agency will also ensure collection, treatment & disposal of leachate generated at site by using suitable technology as per CPCB Norms. Further, if the said Leachate is found to be flowing/released into open environment around the Bhagtanwala Dumpsite or found to be not properly disposed of, the Contractor shall be liable to be penalized for the same in accordance with the term of the Contract.
23. The Contractor shall Segregate the excavated garbage in the land portion earmarked, into as many kinds and categories as possible at the cost of the Contractor. Maximize the separation of recyclables viz, glass, metal etc. from the Bhagtanwala Dumpsite, Maximize the separation of components for generation of Refuse Derived Fuel (RDF) from the Bhagtanwala Dumpsite.
24. The Contractor shall use on-site storage facility for various fractions of processed Waste. The Authority will not be providing any land for disposal of any fractions (apart from inert disposal at earmarked SLF land) of processed Waste.
25. The contractor shall make reasonable endeavours to maximize the utilization of the waste from the Bhagtanwala dumpsite and for this purpose shall ensure that at least 95% of the waste is utilized/reused by the contractor to produce products/outputs such as bio-soil, recyclables, RDF, and products from construction and demolition waste.
26. The Contractor shall Deal with pre-processing outputs such as RDF.
27. While reclaiming and excavating MSW from the present open dumpsite following aspects must be handled carefully.
 - a. Exposure to hazardous material, leachate, gases, odour etc.
 - b. Contaminated wastes that may be uncovered during reclamation operations require special handling and disposal requirements.
 - c. Precautions must be taken while excavating as it releases gases like methane, Sulphur dioxide and other gases which cause explosion and fire.
28. The Contractor shall explore the possibility of minimizing the disposal of inert/processing rejects in SLF as per applicable rules..
29. The Contractor has to maximize the usage of bio soil & inert/processing rejects including but not limited to making of curb side blocks, filling of low-lying areas, construction of roads etc. The Contractor shall take approval of Authority for using of the bio soil & inert/processing rejects for any project within Municipal

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limits

30. The Contractor will be responsible for the disposal / sale and marketing of all recovered materials such as Bio Soil, RDF, Recyclable to appropriate vendors within **FIFTEEN DAYS** of segregation, without any accumulation in the storage facility at the project site, and, in case MC Amritsar is willing to use any of the recovered materials, then MC Amritsar should be given the first priority at free of cost to be delivered at the MCA's desired location(s). Before selling the recovered material the contractor, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Authority or applicable rules/guidelines, and submit the report of the same to the Authority.
31. The Contractor shall be responsible for creation and maintenance of infrastructure, facilities and amenities for sieving the excavated garbage and storing the segregated materials etc. at their own risk and cost. Provide adequate number of processing machines for achieving its daily target of handling at least 3334 (Three Thousand Three Hundred Four) MT of Waste per day or above so as to achieve the total reclamation of land within the estimated time at Bhagtanwala Dumpsite. Further, if the said daily target is not achieved the Contractor shall be liable to be penalized for the same in accordance with Article 4.16.
32. The Contractor shall install a fully electronic, tamper proof, automatic weighbridge to measure the quantity of various components of waste at dumps, proceed in terms of sorting and segregated materials, RDF, Bio Soil, C&D Waste, and inerts going out of the Bhagtanwala dumpsite or disposed at SLF. The Contractor shall also integrate the weighing system with an online back-up server for real-time data storage. The data shall be automatically recorded and made available to Authority upon request. Weighing shall be conducted for the incoming legacy waste which is going to be processed and segregated waste fractions before going out of the site for disposal.
33. The Contractor shall maintain the daily records of the work executed, including Quantity of Waste excavated and processed, Segregated waste fractions details, Weight records (in metric Tons).
34. The Contractor shall deploy the necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating and segregating for the operation of the plant.
35. The Contractor shall conduct Monthly Contour/Total Station Surveys to track the progress and the volumetric reduction of waste and submit the report to the Authority with the monthly running bill.
36. The Contractor shall submit a Monthly Progress Report (MPR) to the Authority which shall include the mass balance sheet for the Waste processing and disposal, of the Contour/Total Station Survey reports showing volumetric waste reductions,

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Challenges and corrective actions taken during execution.

37. The Contractor shall also submit the certificate from the Authorised Disposal Authority about the disposal of the Legacy Waste.
38. The Contractor shall provide security arrangements, office rooms & water supply for the planned project site, machineries, equipment etc. at the cost of the Developer/Contractor.
39. The Contractor shall be the sole responsible for transportation of all the legacy C&D waste found during excavation and sorting/segregation to the C&D waste processing plant of MCA located at Fatehpur. The Contractor shall be free to explore alternate uses for C&D waste, as per the C&D Waste Rules, 2016. Further, if the said C&D Waste is found to be lying around the Bhagtanwala Dumpsite or found to be not properly disposed of, the Contractor shall be liable to be a penalty equivalent to 2 times the quoted processing fee for the same.
40. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016. Further, if the said Hazardous Waste is found to be lying around the Bhagtanwala Dumpsite or found to be not properly disposed of, the Contractor shall be liable to be penalized for the same in accordance with the term of the Contract.
41. The Contractor shall hand over any domestic hazardous/biomedical waste if found during excavation, sorting/segregation to the nearest biomedical/hazardous waste facility. This shall be handled per Biomedical Waste Management Rules, 2016. Further, if the said hazardous/biomedical waste is found to be lying around the Bhagtanwala Dumpsite or found to be not properly disposed of, the Contractor shall be liable to be penalized for the same in accordance with the term of the Contract.
42. The Contractor shall submit a document of complete Bio-remediation work of the Legacy Waste at site as per the NGT Compliances including the before and after photos of the site at various stages at the end of the project period.
43. The site shall be fully cleared of all waste and segregated fractions before submission of the final bill.

Leachate System:

The Contractor shall:

- a) construct leachate collection system/ tank/s and provide a leachate collection network;
- b) ensure that the leachate from the Bhagtanwala Dumpsite is carried to the

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leachate collection tank without any stagnation (except in storage/holding tanks); and

- c) ensure overall design of the leachate system/ leachate collection tank should be such as to ensure that there is no percolation of the leachate into the ground and it does not come into contact with any water body
- II. Storm water drainage system in such a manner as to ensure that:
- (a) it is independent from the leachate system;
- (b) the run-off rain water from the hinterland does not enter the solid waste storage and processing area;
- (c) There is no stagnation of rain water on the Site.
- III. Quality Control Laboratory: The Contractor shall provide a quality control laboratory with the equipment adequate to carry out the tests pertaining to municipal solid waste analysis and characterization, leachate quality, air quality, maturity test for residual inert matter, etc. as per the Solid Waste Management Rules, 2016. In the alternative, the Contractor may also get the aforesaid tests done from any other registered laboratory under Applicable Laws.

General Scope of Work

1. The Contractor shall provide fire protection measures and safety equipment.
2. The Contractor shall install CCTV cameras for the monitoring of all the operations and the live feed of the same shall be shared with the Authority.
3. The Contractor shall remove all the temporary infrastructure, machinery and materials from the site after receiving the completion certificate from the Authority.
4. The Contractor shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy operations during night hours shall be provided and safety provisions including health inspections of workers at site shall be carried out.
5. The Contractor shall provide security arrangements for the planned project site, machineries, equipment etc. at the cost of the Developer / Contractor.
6. Adequate lighting system for the working area as well as to the access ways shall be arranged by the Developer/Contractor and the Authority will not raise any objections for the same.
7. Adequate measures to avoid trespassing shall be taken by the Authority.
8. The bills generated should be vetted and verified by the Authority to ensure proper appropriation and actual payment as per load.

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9. The Contractor will provide fencing along the perimeter of the Project Site and the land portion earmarked by the Authority for disposal of the residues and rejects.
10. Entrance into the Project Site from outside the Site shall be restricted to one point. However, several emergency exits may be provided by the Contractor.
11. Access to the Project Site provided by Authority shall have to be maintained by the Developer/Contractor to have easy movement of vehicles etc. from outside.
12. The Contractor shall set up an eco-friendly and non-polluting process in order to reduce the impact of the dumping site in the adjacent areas.
13. .
14. The Contractor shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on monthly basis.
15. The Contractor shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.
16. The Contractor shall keep a track of the progress of its activities and establish a database and update on a regular basis in-order to optimize its activities.
- 17.
18. The Contractor shall have no right or title or leasehold right on the land earmarked to them. The Land earmarked to the Contractor shall not be used for any other purpose other than for the project purpose.
19. The concessionaire should take precaution of minimizing flies, rodents and bird menace and fire hazards.
20. The Contractor shall complete the work within the time period stipulated in the Contract.

Subject to terms and conditions in the Contract, at the end of the Term, the Contractor shall vacate the Bhagtanwala Dumpsite, as the case may be, along with its equipment and facilities used and handover the reclaimed area without claiming any compensation of whatever nature.

All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".

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ANNEXURE B - KEY PERFORMANCE INDICATORS

S. No.	Key Performance Indicator	Baseline Requirement	Default	Source of measuring data	Liquidated Damages
1	Achieve quarterly target of handling the waste as per the remediation plan submitted for Bhagtanwala Dumpsite. The Authority may waive the above requirement cumulatively for 30 (thirty) days due to breakdown of machinery. However, this waiver will be applicable only if such breakdown subsists for a continuous period of 5 days or less.	Quarterly target of waste remediated as per remediation plan. Weigh Bridge shall be calibrated at all times	Non-achievement of baseline requirement (Excluding cumulative 30 days allowed to the Contractor due to breakdown of machinery)	Periodic check - by the the Authority	2 times of the processing fee per ton shall be payable on the quantum of default.
2	Weighbridge is non-operational at Processing facility/ landfill due to breakdown for a consecutive period of 4 (four) days.	Not more than consecutive period of 4 days	Breakdown for a consecutive period of 4 days	Daily check of the Authority	Rs 7000 per day after 4 days
3	Compliance with the Environmental Protection Act, 1986, Solid Waste Management Rules, 2016 and SPCB Norms	Parameters as provided in the Applicable Rules	All incidences	<ul style="list-style-type: none"> ● Fortnightly status Report ● Random check by the Authority 	As per the penalty and fines levied by competent authority or Government Instrumentality responsible for regulating compliance with applicable environmental

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					laws including but not limited to Environmental Protection Act 1986/SWM Rules 2016
4	Submission of Monthly Report to the Authority	Monthly Report	All incidences	Delay in submission of report to the Authority as per the timelines provided in the Contract.	Lump sum INR 10,000 per day of delay
5	Submission of Quarterly Report to the Authority	Quarterly Report	All incidences	Delay in submission of report to the Authority as per the timelines provided in the Contract.	Lump sum INR 15,000 per day of delay
6	Submission of Bi-Annual Report to the Authority	Bi-Annual Report	All incidences	Delay in submission of report to the Authority as per the timelines provided in the Contract.	Lump sum INR 20,000 per day of delay
7	Construction, Operation and Maintenance of LTP	Quarterly Report	Failure to reclaim land as per remediation Plan	quantity of waste to be remediated as per remediation and reclamation plan	In accordance with Schedule 1 Clause 1.12.

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ANNEXURE C

BANK GUARANTEE FOR PERFORMANCE SECURITY

[To be stamped in accordance with Indian Stamp Act, 1899]

Bank Guarantee for Performance Security

B.G No.

Dated:

1. In consideration of you, the **Municipal Corporation Amritsar**, having its office at **Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001, Punjab** having issued the Letter of Intent (LOI) to **M/s Ecostan Infra Pvt Ltd** [a company registered under provision of the Companies Act, 2013] and having its registered office at **906-A, 9th Floor, I-Thum Tower-A, Plot No. A-40, Sector-62, Noida, Uttar Pradesh-201301** (herein after referred to as the "Contractor" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the work of **Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar** (here in after referred to as "**the Project**").

we..... having our registered office and one of its branches at (herein after referred to as the "**Bank**"), at the request of the Contractor, do hereby in terms of the LOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the LOI by the said Contractor and unconditionally and irrevocably undertake to pay forthwith to the Municipal Corporation Amritsar an amount of **Rs. _____ (insert in words)** as Performance security (herein referred to as the "**Performance Security**") encashable / payable at any of our branches including our branch at [insert branch address] as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Contractor if the Contractor shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Documents.

2. Any such written demand made by the Municipal Corporation Amritsar stating that the Contractor is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Contractor or any other person and irrespective of whether the claim of the Municipal Corporation Amritsar is disputed by the Contractor or not merely on the first demand from the Municipal Corporation Amritsar stating that the amount claimed is due to the Municipal Corporation Amritsar by reason of failure of the Contractor to fulfil and comply with the terms and conditions contained in the Documents. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. _____ (insert in words)**.

Signature Authority

Page 74 of 77

Signature Concessionaire

Additional Commissioner
Municipal Corporation
Amritsar



**Concession Agreement for Bio Remediation and disposal of legacy waste at
Bhagtanwala dumping site**

4. This Guarantee shall be irrevocable and remain in full force for a period of 21 months from the Date of issuance of LOI inclusive of a claim period of 45 (forty-five) days or for such extended period as may be mutually agreed between the Municipal Corporation Amritsar and the Contractor, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid. We, the Bank, further agree that the Municipal Corporation Amritsar shall be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Documents, and the decision of the Municipal Corporation Amritsar that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Municipal Corporation Amritsar and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Contractor or the Bank or any absorption, merger or amalgamation of the Contractor or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Municipal Corporation Amritsar shall be entitled to treat the Bank as the principal debtor. The Municipal Corporation Amritsar shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Document and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Documents or the securities available to the Municipal Corporation Amritsar, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Municipal Corporation Amritsar or any indulgence by the Municipal Corporation Amritsar to the said Contractor or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to at and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Municipal Corporation Amritsar to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Municipal Corporation Amritsar may have obtained from the said Contractor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Municipal Corporation Amritsar in writing.

Signature Authority

Page 75 of 77

Signature Concessionaire

Additional
Municipal Corporation
Amritsar



Concession Agreement for Bio Remediation and disposal of legacy waste at Bhagtanwala dumping site

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by

Bank

By the hand of Mr./Ms....., itsand authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Signature Authority
Additional
Municipal Corporation
Amritsar



Concession Agreement for Bio Remediation and disposal of legacy waste at Bhagtanwala dumping site

**Annexure D
Format Of Completion Certificate For Processing Facility And Remediation
And Reclamation Works**

Name of Work: Bio remediation of legacy waste at Bhagtanwala dumping site

Contract No. __

Certified that the above-mentioned Work was completed on..... (Date)
and taken
over on (Date) and that I
have
satisfied myself to best of my ability that the Work has been done properly.

Date of issue:

.....
(Superintending Engineer)

.....
(Municipal
Corporation, Amritsar)



// TRUE COPY //


Signature Authority

**Additional Commissioner
Municipal Corporation
Amritsar**

Signature Not Verified

Digitally signed by SANDEEP SINGH
Date: 2025.08.14 14:40:11 IST
Location: Punjab-PB





Detailed Project Report
for
Dumpsite Remediation through
Biomining of Legacy Waste at
at Bhagtanwala Dumpsite
Amritsar



Ref: EIPL/Amritsar/2025-26/630

Dated: 29.05.2025

To,
The Commissioner,
Municipal Corporation Amritsar,
Amritsar, Punjab.

Subject: Submission of Detailed Project Planning & Implementation Schedule for Approval

Name of Work: *Request for Proposal for Selection of Agency for Undertaking Dumpsite Remediation through Biomining of Legacy Waste in Bhagtanwala, Amritsar*

LOI Number: H/428/Date 01-08-2025

Ref.: Work Order No. AMC/JCW/SE 4167-72 dated 28.07.2025

Respected Sir,

With reference to the above cited work order and Letter of Intent, we, **Ecostan Infra Pvt. Ltd.**, duly acknowledge and confirm acceptance of the assignment for undertaking **Dumpsite Remediation through Biomining of Legacy Waste at Bhagtanwala, Amritsar.**

As part of our contractual obligations and in compliance with the tender conditions, we hereby submit the **Detailed Project Planning and Implementation Schedule** for the allotted work. The report includes:

- Pre-remediation survey & assessment plan
- Deployment of machinery, equipment, and manpower schedule
- Methodology for excavation, screening, segregation & biomining
- Waste fraction-wise disposal mechanism (RDF, inert, recyclables, bio-soil, etc.)
- Environmental, health, and safety compliance plan
- Monitoring, reporting, and documentation framework
- Complete project execution timeline covering the entire 15-month duration

We kindly request you to review the submitted plan and accord necessary **approval** to enable us to proceed with execution as per the agreed timelines.

We assure you of our commitment to delivering this project in a time-bound, efficient, and environmentally compliant manner, strictly adhering to **SWM Rules 2016, CPCB Guidelines, PPCB norms, and Hon'ble NGT Orders.**

We look forward to your kind approval and guidance.

Thanking You,

Yours sincerely,

For **Ecostan Infra Pvt. Ltd.**

(Authorized Signatory)

Detailed Project Report (Implementation Schedule)

Bhagtanwala Dumpsite, Amritsar

1. Introduction

The Bhagtanwala Dumpsite, located in Amritsar, Punjab, has evolved into one of the most critical case studies of municipal solid waste (MSW) mismanagement in India. The site has witnessed prolonged dumping of unsegregated waste, strong community resistance, frequent fire incidents, and multiple violations of the Solid Waste Management Rules, 2016. The following sections provide a structured account of the site's history, issues, and key learnings for replication in future waste management projects.

2. Background and Establishment

- The site was originally identified and developed by the **Municipal Corporation of Amritsar (MCA)** as the **primary solid waste dumping ground** for the city.
- Over time, indiscriminate dumping of **mixed waste** without segregation or scientific processing led to the accumulation of a massive **legacy waste mound**.
- The lack of pre-planned waste treatment infrastructure aggravated the issue, resulting in environmental degradation and public health hazards. [1,2]

3. Chronology of Events

3.1 Community Resistance and Protests

- Local residents raised strong objections against the dumpsite, citing violations of **MSW Rules** and increased risk of **air pollution, vector nuisance, and groundwater contamination**.
- A **42-day protest** was organized, forcing the Municipal Corporation to temporarily stop dumping operations at the site. [1]

3.2 Failed Waste Treatment Initiatives

- A proposal for establishing a **manure generation/solid waste treatment plant** at Bhagtanwala was announced.
- The project, however, failed to materialize due to administrative and technical delays, leading to a **continuation of open dumping practices**. [1]

3.3 Shifting of Dumping to Fatahpur

- Following strong opposition, the MCA shifted dumping activities to **Fatahpur**.
- This action, however, also invited protests from residents in Fatahpur, creating a **city-wide disruption in waste disposal arrangements**. [1]

4. Current Issues and Challenges

4.1 Legacy Waste Accumulation

- More than **20 years of accumulated legacy waste** remain at the site.
- Key environmental risks include:
 - Methane generation and associated fire hazards.
 - Leachate infiltration into soil and groundwater.
 - Long-term odour and air quality deterioration. [2,3]

4.2 Fire Incidents

- Multiple large-scale **fire incidents** have been reported, especially during summers, caused by **spontaneous combustion** of methane gas pockets.
- These fires have threatened local communities, damaged the ecosystem, and increased public opposition to the site. [2,5]

4.3 Legal and Regulatory Non-Compliance

- The **Punjab Pollution Control Board (PPCB)** imposed **environmental compensation** on the MCA for violations of the SWM Rules.
- The matter is under **National Green Tribunal (NGT) monitoring**, with regular progress reports mandated from the authorities. [3,6]

5. Institutional and Legal Interventions

- **Punjab Pollution Control Board (PPCB):** Directed MCA to take corrective measures and imposed penalties. [3]
- **Central Pollution Control Board (CPCB):** Highlighted environmental hazards in technical reports. [2]
- **National Green Tribunal (NGT):** Issued directives for **time-bound remediation** and mandated the preparation of a scientific waste management action plan. [6]

6. Lessons Learned

1. **Community Engagement:** Lack of stakeholder consultation led to resistance and protests.
2. **Infrastructure Planning:** Waste processing plants must be established **before** saturation of dumping sites.
3. **Integrated Waste Management:** Daily waste processing and legacy waste remediation must run in parallel.
4. **Regulatory Compliance:** Non-compliance attracts heavy penalties and legal scrutiny.
5. **Emergency Preparedness:** Fire management systems and methane venting mechanisms are essential at old dumpsites.

7. Way Forward (Recommendations)

Based on the Bhagtanwala experience, the following measures are recommended for similar dumpsite remediation projects:

- **Scientific Bioremediation/Bio-mining:** For systematic clearance of legacy waste.
- **Establishment of Waste Processing Facilities:** Including composting, biomethanation, and RDF (Refuse-Derived Fuel) plants.
- **Sanitary Landfilling of Inert Waste:** Only residual inert material should be landfilled post-treatment.
- **Methane Gas Mitigation:** Gas venting and collection systems to minimize fire risks.
- **Time-Bound Action Plan:** With clear targets for legacy waste clearance and fresh waste treatment.
- **Periodic Monitoring:** Third-party audits and regular submission of compliance reports to CPCB/NGT.

8. Conclusion

The Bhagtanwala Dumpsite underscores the **critical gaps in urban waste management planning and execution**. It demonstrates the adverse impacts of poor community engagement, delayed project implementation, and lack of scientific waste processing. Moving forward, the lessons from Bhagtanwala must inform all future DPRs on dumpsite remediation, ensuring that **waste-to-treatment infrastructure, public participation, and strict compliance** remain central to project planning.

1. Scope of Work and Terms of Reference

11. Scope of Work

The Bhagtanwala Dumpsite in Amritsar has accumulated large volumes of **legacy waste** over the years, causing severe environmental, health, and socio-economic challenges. The present project seeks to scientifically remediate this dumpsite through **bioremediation, segregation, and environmentally compliant disposal** of waste, thereby restoring the site for sustainable use and reducing environmental risks.

The project shall be executed under the supervision of the **Municipal Corporation Amritsar** with a contract period of **14 months** from the date of signing of agreement. The selected Contractor shall carry out all required works as detailed below.

11.1 Pre-Execution Works

1. Baseline Assessment

- Conduct a **Contour/Total Station Survey or Drone Mapping** of the dumpsite.
- Purpose: To ascertain the **precise waste quantity, spread, and volumetric estimation**.
- Deliverable: **Pre-Remediation Survey Report** to be submitted to the Authority within **20 days** of LoA.

2. Action Plan & Mobilization

- Prepare a **Detailed Action Plan** covering methodology, deployment schedule, safety measures, and timelines.
- Submit the plan to the Authority within **30 days** of LoA.
- Mobilize **machinery, manpower, and resources** within 30 days of signing the Agreement.

11.2 Deployment of Machinery & Resources

1. Machinery Requirement

The Contractor shall deploy modern equipment to ensure efficient excavation, screening, and processing. Machinery shall include:

- **Excavators** – for digging and waste lifting.
- **Trommel Screens** – for waste segregation.
- **Loaders & Tippers** – for material handling and transportation.
- **Conveyors** – for smooth flow of screened fractions.
- **Dust Suppression Units** – water tankers, sprinklers, misting units.
- **Weighbridge** – fully automated, tamper-proof, linked to online backup.

2. Manpower Requirement

- **Project Manager** – authorized representative of the Contractor.
- **Supervisors & Engineers** – for daily operational oversight.
- **Trained Operators** – for machinery handling.
- **Skilled & Unskilled Labor** – for excavation, segregation, and site support.
- Compliance with **labor laws, wages, insurance, PPE usage, and safety norms** is mandatory.

11.3 Execution of Bioremediation & Waste Processing

1. Processing Methodology

- Waste shall be **excavated, screened, and segregated** using mechanical and biological methods.
- Bioremediation shall be done through **aerobic stabilization and microbial inoculation** to reduce environmental impact.
- The site must be **remediated up to ground level**, ensuring **100% processing** of the legacy waste.

2. Compliance Requirements

- All activities to conform to:
 - **Solid Waste Management Rules, 2016 (with amendments)**
 - **CPCB Guidelines for Legacy Waste Remediation**
 - **PPCB Regulations**
 - **NGT Orders on Legacy Waste & Bioremediation**
 - **Environmental Protection Act, 1986**

11.4 Segregation, Utilization & Disposal of Waste Fractions

The Contractor shall ensure environmentally safe disposal of segregated fractions:

- **Refuse Derived Fuel (RDF):**
To be supplied to authorized **WtE plants, cement kilns, or co-processing units**.
 - Certificate of disposal to be submitted monthly with running bills.
- **Inert Material (Soil-like material):**
To be utilized for **low-lying landfilling, road construction, or permissible SWM applications**.
- **Construction & Demolition (C&D) Waste:**
To be sent to **approved C&D recycling facilities**.
- **Bio-soil:**
To be used for **landscaping, soil conditioning, or green belt development**.
- **Metallic & Recyclable Waste:**
To be handed over to **authorized recyclers** for responsible recycling.

11.5 Monitoring, Reporting & Documentation

1. Progress Tracking

- **Monthly Contour/Total Station Surveys** to assess volumetric waste reduction.
- **Daily Records** to be maintained:
 - Quantity of waste excavated & processed.
 - Segregated waste fractions.
 - Disposal records with weight (MT).

2. Monthly Progress Report (MPR)

The Contractor shall submit a **detailed MPR** containing:

- Mass balance sheet of waste processing.
- Contour/Survey report of volumetric reduction.
- Challenges faced & corrective measures.
- Certificates of material disposal.

3. CCTV & Weighbridge Monitoring

- All site operations to be monitored via **CCTV cameras** with live feed to Authority.
- Weighbridge to be **integrated with an online server** for real-time monitoring.

11.6 Environmental, Health & Safety Measures

- Establish **temporary infrastructure**: rest shelters, toilets, drinking water, and first-aid units.
- Install **firefighting systems** and implement emergency response protocols.
- Ensure **dust suppression, odor control, and vector control measures**.
- Proper **leachate collection and treatment system** to be installed.
- Strict enforcement of **worker safety**, PPE usage, and health checkups.
- Secure the site through **fencing and access control**.

11.7 Project Completion & Handover

- Contractor shall clear **all legacy waste and fractions** from the site before submission of the final bill.
- Remove all temporary infrastructure, machinery, and utilities after work completion.
- Handover the site **free from waste** to the Authority within **15 months** of award of work.
- Submit a **Final Project Completion Report** including:
 - Mass balance sheet.
 - Before-and-after photographs.
 - Compliance certification as per NGT and SWM norms.

2. Proposed Strategy and plan for processing and disposal of legacy waste

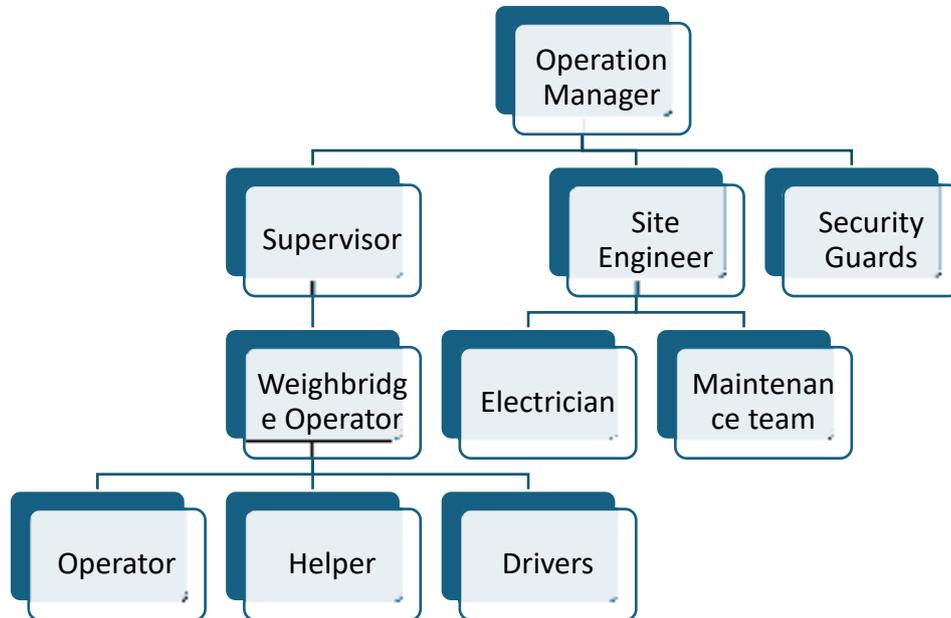
proposed Machinery for processing Processing of legacy waste

Sr.	Equipment	Capacity	Nos.
1	Trommel Machine	70 MM	4
2	Trommel Machine	30 MM	2
3	Balistic Seprator	30 TPH	1
4	Trommel Machine	6 MM	1
5	Weight Bridge	40 MT	1
6	Excavetor 205		4
7	Tipper Truck	15 CUM	4

NOTE: EQUIPMENT INCREASE AND DECREASE AS PER OPERATION NEED AND ACTUAL REQUIRMENT OF THE SITE, SPACE AND ENVOIRNMENT.



Proposed Manpower



Sr.	Designation	Nos
1	Senior Project Manager	1
2	Shift Manager	2
3	Maintenance In charge	1
4	Fitter / Welder	3
5	Electrician	1
6	Weight Bridge Executive	2
7	Labour	16
8	Security Guard	4
9	Supervoiser	4

10	Admin cum Account	1
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Proposed Monthly Production target

A Monthly Planning

Sr.	Biomining	Nos	Per Day Target	Month
1	Sep-25	15	2857.14	42,857.14
2	Oct-25	31	2857.14	88,571.43
3	Nov-25	30	2857.14	85,714.29
4	Dec-25	31	2857.14	88,571.43
5	Jan-26	31	2857.14	88,571.43
6	Feb-26	28	2857.14	80,000.00
7	Mar-26	31	2857.14	88,571.43
8	Apr-26	30	2857.14	85,714.29
9	May-26	31	2857.14	88,571.43
10	Jun-26	30	2857.14	85,714.29
11	Jul-26	31	2857.14	88,571.43
12	Aug-26	31	2857.14	88,571.43
13	Sep-26	30	2857.14	85,714.29
14	Oct-26	30	2857.14	85,714.29
				1,100,000.00

NOTE: MANPOWER INCREASE AND DECREASE AS PER OPERATION NEED AND ACTUAL REQUIRMENT OF THE SITE.

C - Tentative format for production and disposal

Sr	Date	Quantity of Legacy waste processed [MT/day]	Total Waste Processed - Cumulative (MT)	RDF Generated (MT/day)	Bio-Soil & inert compost Generated (MT/day)	C&D Waste Generated (MT/day)
1	9/15/25	2750	2,750.00	193	2255	83
2	9/16/25	2750	5,500.00	193	2255	83
3	9/17/25	2750	8,250.00	193	2255	83
4	9/18/25	2750	11,000.00	193	2255	83
5	9/19/25	2750	13,750.00	193	2255	83
6	9/20/25	2750	16,500.00	193	2255	83
7	9/21/25	2750	19,250.00	193	2255	83
8	9/22/25	2750	13,750.00	193	2255	83
9	9/23/25	2750	16,500.00	193	2255	83
10	9/24/25	2750	19,250.00	193	2255	83
11	9/25/25	2750	22,000.00	193	2255	83
12	9/26/25	2750	24,750.00	193	2255	83
13	9/27/25	2750	27,500.00	193	2255	83
14	9/28/25	2750	30,250.00	193	2255	83
15	9/29/25	2750	33,000.00	193	2255	83
16	9/30/25	2750	35,750.00	193	2255	83
17	10/1/25	2750	38,500.00	193	2255	83
18	10/2/25	2750	41,250.00	193	2255	83
19	10/3/25	2750	44,000.00	193	2255	83
20	10/4/25	2750	46,750.00	193	2255	83
21	10/5/25	2750	49,500.00	193	2255	83
22	10/6/25	2750	52,250.00	193	2255	83
23	10/7/25	2750	55,000.00	193	2255	83
24	10/8/25	2750	57,750.00	193	2255	83
25	10/9/25	2750	60,500.00	193	2255	83
26	10/10/25	2750	63,250.00	193	2255	83

27	10/11/25	2750	66,000.00	193	2255	83
28	10/12/25	2750	68,750.00	193	2255	83
29	10/13/25	2750	71,500.00	193	2255	83
30	10/14/25	2750	74,250.00	193	2255	83
31	10/15/25	2750	77,000.00	193	2255	83
32	10/16/25	2750	79,750.00	193	2255	83
33	10/17/25	2750	82,500.00	193	2255	83
34	10/18/25	2750	85,250.00	193	2255	83
35	10/19/25	2750	88,000.00	193	2255	83
36	10/20/25	2750	90,750.00	193	2255	83
37	10/21/25	2750	93,500.00	193	2255	83
38	10/22/25	2750	96,250.00	193	2255	83
39	10/23/25	2750	99,000.00	193	2255	83
40	10/24/25	2750	101,750.00	193	2255	83
41	10/25/25	2750	104,500.00	193	2255	83
42	10/26/25	2750	107,250.00	193	2255	83
43	10/27/25	2750	110,000.00	193	2255	83
44	10/28/25	2750	112,750.00	193	2255	83
45	10/29/25	2750	115,500.00	193	2255	83
46	10/30/25	2750	118,250.00	193	2255	83
47	10/31/25	2750	121,000.00	193	2255	83
48	11/1/25	2750	123,750.00	193	2255	83
49	11/2/25	2750	126,500.00	193	2255	83
50	11/3/25	2750	129,250.00	193	2255	83
51	11/4/25	2750	132,000.00	193	2255	83
52	11/5/25	2750	134,750.00	193	2255	83
53	11/6/25	2750	137,500.00	193	2255	83
54	11/7/25	2750	140,250.00	193	2255	83
55	11/8/25	2750	143,000.00	193	2255	83
56	11/9/25	2750	145,750.00	193	2255	83
57	11/10/25	2750	148,500.00	193	2255	83
58	11/11/25	2750	151,250.00	193	2255	83
59	11/12/25	2750	154,000.00	193	2255	83
60	11/13/25	2750	156,750.00	193	2255	83
61	11/14/25	2750	159,500.00	193	2255	83
62	11/15/25	2750	162,250.00	193	2255	83
63	11/16/25	2750	165,000.00	193	2255	83
64	11/17/25	2750	167,750.00	193	2255	83
65	11/18/25	2750	170,500.00	193	2255	83
66	11/19/25	2750	173,250.00	193	2255	83
67	11/20/25	2750	176,000.00	193	2255	83
68	11/21/25	2750	178,750.00	193	2255	83

69	11/22/25	2750	181,500.00	193	2255	83
70	11/23/25	2750	184,250.00	193	2255	83
71	11/24/25	2750	187,000.00	193	2255	83
72	11/25/25	2750	189,750.00	193	2255	83
73	11/26/25	2750	192,500.00	193	2255	83
74	11/27/25	2750	195,250.00	193	2255	83
75	11/28/25	2750	198,000.00	193	2255	83
76	11/29/25	2750	200,750.00	193	2255	83
77	11/30/25	2750	203,500.00	193	2255	83
78	12/1/25	2750	206,250.00	193	2255	83
79	12/2/25	2750	209,000.00	193	2255	83
80	12/3/25	2750	211,750.00	193	2255	83
81	12/4/25	2750	214,500.00	193	2255	83
82	12/5/25	2750	217,250.00	193	2255	83
83	12/6/25	2750	220,000.00	193	2255	83
84	12/7/25	2750	222,750.00	193	2255	83
85	12/8/25	2750	225,500.00	193	2255	83
86	12/9/25	2750	228,250.00	193	2255	83
87	12/10/25	2750	231,000.00	193	2255	83
88	12/11/25	2750	233,750.00	193	2255	83
89	12/12/25	2750	236,500.00	193	2255	83
90	12/13/25	2750	239,250.00	193	2255	83
91	12/14/25	2750	242,000.00	193	2255	83
92	12/15/25	2750	244,750.00	193	2255	83
93	12/16/25	2750	247,500.00	193	2255	83
94	12/17/25	2750	250,250.00	193	2255	83
95	12/18/25	2750	253,000.00	193	2255	83
96	12/19/25	2750	255,750.00	193	2255	83
97	12/20/25	2750	258,500.00	193	2255	83
98	12/21/25	2750	261,250.00	193	2255	83
99	12/22/25	2750	264,000.00	193	2255	83
100	12/23/25	2750	266,750.00	193	2255	83
101	12/24/25	2750	269,500.00	193	2255	83
102	12/25/25	2750	272,250.00	193	2255	83
103	12/26/25	2750	275,000.00	193	2255	83
104	12/27/25	2750	277,750.00	193	2255	83
105	12/28/25	2750	280,500.00	193	2255	83
106	12/29/25	2750	283,250.00	193	2255	83
107	12/30/25	2750	286,000.00	193	2255	83
108	12/31/25	2750	288,750.00	193	2255	83
109	1/1/26	2750	291,500.00	193	2255	83
110	1/2/26	2750	294,250.00	193	2255	83

111	1/3/26	2750	297,000.00	193	2255	83
112	1/4/26	2750	299,750.00	193	2255	83
113	1/5/26	2750	302,500.00	193	2255	83
114	1/6/26	2750	305,250.00	193	2255	83
115	1/7/26	2750	308,000.00	193	2255	83
116	1/8/26	2750	310,750.00	193	2255	83
117	1/9/26	2750	313,500.00	193	2255	83
118	1/10/26	2750	316,250.00	193	2255	83
119	1/11/26	2750	319,000.00	193	2255	83
120	1/12/26	2750	321,750.00	193	2255	83
121	1/13/26	2750	324,500.00	193	2255	83
122	1/14/26	2750	327,250.00	193	2255	83
123	1/15/26	2750	330,000.00	193	2255	83
124	1/16/26	2750	332,750.00	193	2255	83
125	1/17/26	2750	335,500.00	193	2255	83
126	1/18/26	2750	338,250.00	193	2255	83
127	1/19/26	2750	341,000.00	193	2255	83
128	1/20/26	2750	343,750.00	193	2255	83
129	1/21/26	2750	346,500.00	193	2255	83
130	1/22/26	2750	349,250.00	193	2255	83
131	1/23/26	2750	352,000.00	193	2255	83
132	1/24/26	2750	354,750.00	193	2255	83
133	1/25/26	2750	357,500.00	193	2255	83
134	1/26/26	2750	360,250.00	193	2255	83
135	1/27/26	2750	363,000.00	193	2255	83
136	1/28/26	2750	365,750.00	193	2255	83
137	1/29/26	2750	368,500.00	193	2255	83
138	1/30/26	2750	371,250.00	193	2255	83
139	1/31/26	2750	374,000.00	193	2255	83
140	2/1/26	2750	376,750.00	193	2255	83
141	2/2/26	2750	379,500.00	193	2255	83
142	2/3/26	2750	382,250.00	193	2255	83
143	2/4/26	2750	385,000.00	193	2255	83
144	2/5/26	2750	387,750.00	193	2255	83
145	2/6/26	2750	390,500.00	193	2255	83
146	2/7/26	2750	393,250.00	193	2255	83
147	2/8/26	2750	396,000.00	193	2255	83
148	2/9/26	2750	398,750.00	193	2255	83
149	2/10/26	2750	401,500.00	193	2255	83
150	2/11/26	2750	404,250.00	193	2255	83
151	2/12/26	2750	407,000.00	193	2255	83
152	2/13/26	2750	409,750.00	193	2255	83

153	2/14/26	2750	412,500.00	193	2255	83
154	2/15/26	2750	415,250.00	193	2255	83
155	2/16/26	2750	418,000.00	193	2255	83
156	2/17/26	2750	420,750.00	193	2255	83
157	2/18/26	2750	423,500.00	193	2255	83
158	2/19/26	2750	426,250.00	193	2255	83
159	2/20/26	2750	429,000.00	193	2255	83
160	2/21/26	2750	431,750.00	193	2255	83
161	2/22/26	2750	434,500.00	193	2255	83
162	2/23/26	2750	437,250.00	193	2255	83
163	2/24/26	2750	440,000.00	193	2255	83
164	2/25/26	2750	442,750.00	193	2255	83
165	2/26/26	2750	445,500.00	193	2255	83
166	2/27/26	2750	448,250.00	193	2255	83
167	2/28/26	2750	451,000.00	193	2255	83
168	3/1/26	2750	453,750.00	193	2255	83
169	3/2/26	2750	456,500.00	193	2255	83
170	3/3/26	2750	459,250.00	193	2255	83
171	3/4/26	2750	462,000.00	193	2255	83
172	3/5/26	2750	464,750.00	193	2255	83
173	3/6/26	2750	467,500.00	193	2255	83
174	3/7/26	2750	470,250.00	193	2255	83
175	3/8/26	2750	473,000.00	193	2255	83
176	3/9/26	2750	475,750.00	193	2255	83
177	3/10/26	2750	478,500.00	193	2255	83
178	3/11/26	2750	481,250.00	193	2255	83
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180	3/13/26	2750	486,750.00	193	2255	83
181	3/14/26	2750	489,500.00	193	2255	83
182	3/15/26	2750	492,250.00	193	2255	83
183	3/16/26	2750	495,000.00	193	2255	83
184	3/17/26	2750	497,750.00	193	2255	83
185	3/18/26	2750	500,500.00	193	2255	83
186	3/19/26	2750	503,250.00	193	2255	83
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189	3/22/26	2750	511,500.00	193	2255	83
190	3/23/26	2750	514,250.00	193	2255	83
191	3/24/26	2750	517,000.00	193	2255	83
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194	3/27/26	2750	525,250.00	193	2255	83

195	3/28/26	2750	528,000.00	193	2255	83
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202	4/4/26	2750	547,250.00	193	2255	83
203	4/5/26	2750	550,000.00	193	2255	83
204	4/6/26	2750	552,750.00	193	2255	83
205	4/7/26	2750	555,500.00	193	2255	83
206	4/8/26	2750	558,250.00	193	2255	83
207	4/9/26	2750	561,000.00	193	2255	83
208	4/10/26	2750	563,750.00	193	2255	83
209	4/11/26	2750	566,500.00	193	2255	83
210	4/12/26	2750	569,250.00	193	2255	83
211	4/13/26	2750	572,000.00	193	2255	83
212	4/14/26	2750	574,750.00	193	2255	83
213	4/15/26	2750	577,500.00	193	2255	83
214	4/16/26	2750	580,250.00	193	2255	83
215	4/17/26	2750	583,000.00	193	2255	83
216	4/18/26	2750	585,750.00	193	2255	83
217	4/19/26	2750	588,500.00	193	2255	83
218	4/20/26	2750	591,250.00	193	2255	83
219	4/21/26	2750	594,000.00	193	2255	83
220	4/22/26	2750	596,750.00	193	2255	83
221	4/23/26	2750	599,500.00	193	2255	83
222	4/24/26	2750	602,250.00	193	2255	83
223	4/25/26	2750	605,000.00	193	2255	83
224	4/26/26	2750	607,750.00	193	2255	83
225	4/27/26	2750	610,500.00	193	2255	83
226	4/28/26	2750	613,250.00	193	2255	83
227	4/29/26	2750	616,000.00	193	2255	83
228	4/30/26	2750	618,750.00	193	2255	83
229	5/1/26	2750	621,500.00	193	2255	83
230	5/2/26	2750	624,250.00	193	2255	83
231	5/3/26	2750	627,000.00	193	2255	83
232	5/4/26	2750	629,750.00	193	2255	83
233	5/5/26	2750	632,500.00	193	2255	83
234	5/6/26	2750	635,250.00	193	2255	83
235	5/7/26	2750	638,000.00	193	2255	83
236	5/8/26	2750	640,750.00	193	2255	83

237	5/9/26	2750	643,500.00	193	2255	83
238	5/10/26	2750	646,250.00	193	2255	83
239	5/11/26	2750	649,000.00	193	2255	83
240	5/12/26	2750	651,750.00	193	2255	83
241	5/13/26	2750	654,500.00	193	2255	83
242	5/14/26	2750	657,250.00	193	2255	83
243	5/15/26	2750	660,000.00	193	2255	83
244	5/16/26	2750	662,750.00	193	2255	83
245	5/17/26	2750	665,500.00	193	2255	83
246	5/18/26	2750	668,250.00	193	2255	83
247	5/19/26	2750	671,000.00	193	2255	83
248	5/20/26	2750	673,750.00	193	2255	83
249	5/21/26	2750	676,500.00	193	2255	83
250	5/22/26	2750	679,250.00	193	2255	83
251	5/23/26	2750	682,000.00	193	2255	83
252	5/24/26	2750	684,750.00	193	2255	83
253	5/25/26	2750	687,500.00	193	2255	83
254	5/26/26	2750	690,250.00	193	2255	83
255	5/27/26	2750	693,000.00	193	2255	83
256	5/28/26	2750	695,750.00	193	2255	83
257	5/29/26	2750	698,500.00	193	2255	83
258	5/30/26	2750	701,250.00	193	2255	83
259	5/31/26	2750	704,000.00	193	2255	83
260	6/1/26	2750	706,750.00	193	2255	83
261	6/2/26	2750	709,500.00	193	2255	83
262	6/3/26	2750	712,250.00	193	2255	83
263	6/4/26	2750	715,000.00	193	2255	83
264	6/5/26	2750	717,750.00	193	2255	83
265	6/6/26	2750	720,500.00	193	2255	83
266	6/7/26	2750	723,250.00	193	2255	83
267	6/8/26	2750	726,000.00	193	2255	83
268	6/9/26	2750	728,750.00	193	2255	83
269	6/10/26	2750	731,500.00	193	2255	83
270	6/11/26	2750	734,250.00	193	2255	83
271	6/12/26	2750	737,000.00	193	2255	83
272	6/13/26	2750	739,750.00	193	2255	83
273	6/14/26	2750	742,500.00	193	2255	83
274	6/15/26	2750	745,250.00	193	2255	83
275	6/16/26	2750	748,000.00	193	2255	83
276	6/17/26	2750	750,750.00	193	2255	83
277	6/18/26	2750	753,500.00	193	2255	83
278	6/19/26	2750	756,250.00	193	2255	83

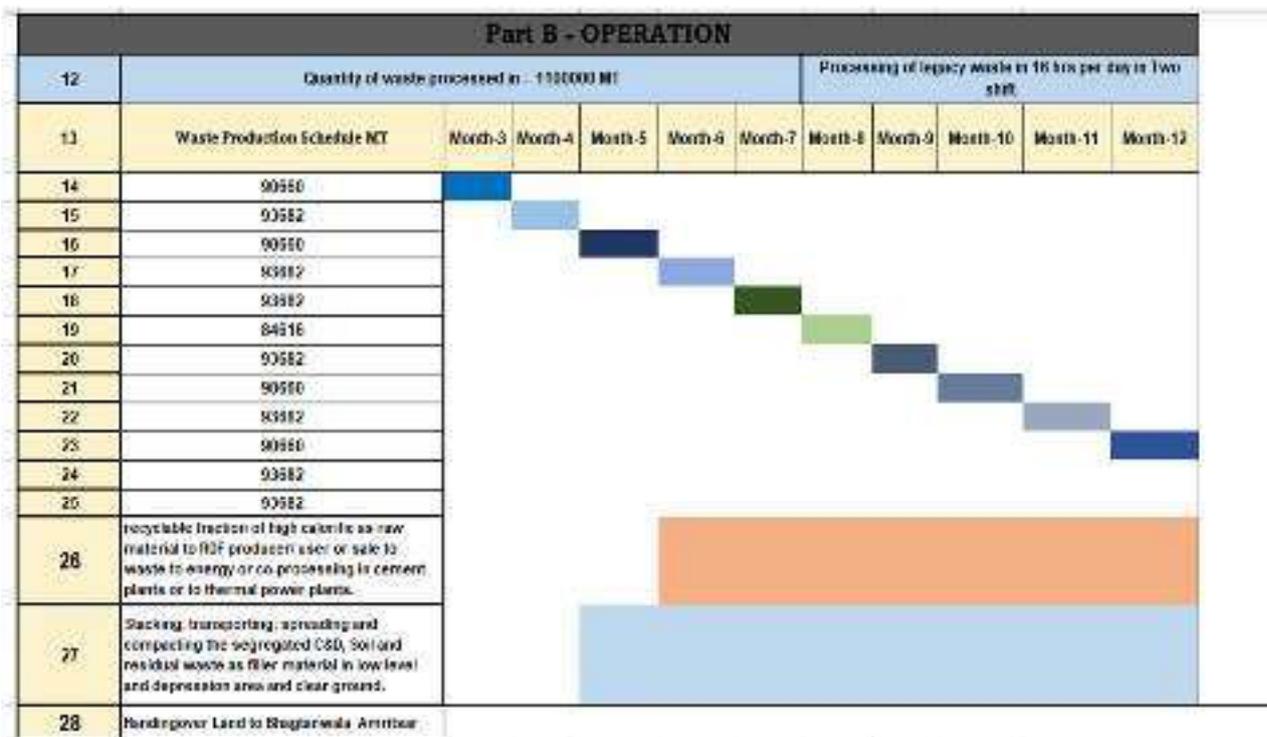
279	6/20/26	2750	759,000.00	193	2255	83
280	6/21/26	2750	761,750.00	193	2255	83
281	6/22/26	2750	764,500.00	193	2255	83
282	6/23/26	2750	767,250.00	193	2255	83
283	6/24/26	2750	770,000.00	193	2255	83
284	6/25/26	2750	772,750.00	193	2255	83
285	6/26/26	2750	775,500.00	193	2255	83
286	6/27/26	2750	778,250.00	193	2255	83
287	6/28/26	2750	781,000.00	193	2255	83
288	6/29/26	2750	783,750.00	193	2255	83
289	6/30/26	2750	786,500.00	193	2255	83
290	7/1/26	2750	789,250.00	193	2255	83
291	7/2/26	2750	792,000.00	193	2255	83
292	7/3/26	2750	794,750.00	193	2255	83
293	7/4/26	2750	797,500.00	193	2255	83
294	7/5/26	2750	800,250.00	193	2255	83
295	7/6/26	2750	803,000.00	193	2255	83
296	7/7/26	2750	805,750.00	193	2255	83
297	7/8/26	2750	808,500.00	193	2255	83
298	7/9/26	2750	811,250.00	193	2255	83
299	7/10/26	2750	814,000.00	193	2255	83
300	7/11/26	2750	816,750.00	193	2255	83
301	7/12/26	2750	819,500.00	193	2255	83
302	7/13/26	2750	822,250.00	193	2255	83
303	7/14/26	2750	825,000.00	193	2255	83
304	7/15/26	2750	827,750.00	193	2255	83
305	7/16/26	2750	830,500.00	193	2255	83
306	7/17/26	2750	833,250.00	193	2255	83
307	7/18/26	2750	836,000.00	193	2255	83
308	7/19/26	2750	838,750.00	193	2255	83
309	7/20/26	2750	841,500.00	193	2255	83
310	7/21/26	2750	844,250.00	193	2255	83
311	7/22/26	2750	847,000.00	193	2255	83
312	7/23/26	2750	849,750.00	193	2255	83
313	7/24/26	2750	852,500.00	193	2255	83
314	7/25/26	2750	855,250.00	193	2255	83
315	7/26/26	2750	858,000.00	193	2255	83
316	7/27/26	2750	860,750.00	193	2255	83
317	7/28/26	2750	863,500.00	193	2255	83
318	7/29/26	2750	866,250.00	193	2255	83
319	7/30/26	2750	869,000.00	193	2255	83
320	7/31/26	2750	871,750.00	193	2255	83

321	8/1/26	2750	874,500.00	193	2255	83
322	8/2/26	2750	877,250.00	193	2255	83
323	8/3/26	2750	880,000.00	193	2255	83
324	8/4/26	2750	882,750.00	193	2255	83
325	8/5/26	2750	885,500.00	193	2255	83
326	8/6/26	2750	888,250.00	193	2255	83
327	8/7/26	2750	891,000.00	193	2255	83
328	8/8/26	2750	893,750.00	193	2255	83
329	8/9/26	2750	896,500.00	193	2255	83
330	8/10/26	2750	899,250.00	193	2255	83
331	8/11/26	2750	902,000.00	193	2255	83
332	8/12/26	2750	904,750.00	193	2255	83
333	8/13/26	2750	907,500.00	193	2255	83
334	8/14/26	2750	910,250.00	193	2255	83
335	8/15/26	2750	913,000.00	193	2255	83
336	8/16/26	2750	915,750.00	193	2255	83
337	8/17/26	2750	918,500.00	193	2255	83
338	8/18/26	2750	921,250.00	193	2255	83
339	8/19/26	2750	924,000.00	193	2255	83
340	8/20/26	2750	926,750.00	193	2255	83
341	8/21/26	2750	929,500.00	193	2255	83
342	8/22/26	2750	932,250.00	193	2255	83
343	8/23/26	2750	935,000.00	193	2255	83
344	8/24/26	2750	937,750.00	193	2255	83
345	8/25/26	2750	940,500.00	193	2255	83
346	8/26/26	2750	943,250.00	193	2255	83
347	8/27/26	2750	946,000.00	193	2255	83
348	8/28/26	2750	948,750.00	193	2255	83
349	8/29/26	2750	951,500.00	193	2255	83
350	8/30/26	2750	954,250.00	193	2255	83
351	8/31/26	2750	957,000.00	193	2255	83
352	9/1/26	2750	959,750.00	193	2255	83
353	9/2/26	2750	962,500.00	193	2255	83
354	9/3/26	2750	965,250.00	193	2255	83
355	9/4/26	2750	968,000.00	193	2255	83
356	9/5/26	2750	970,750.00	193	2255	83
357	9/6/26	2750	973,500.00	193	2255	83
358	9/7/26	2750	976,250.00	193	2255	83
359	9/8/26	2750	979,000.00	193	2255	83
360	9/9/26	2750	981,750.00	193	2255	83
361	9/10/26	2750	984,500.00	193	2255	83
362	9/11/26	2750	987,250.00	193	2255	83

363	9/12/26	2750	990,000.00	193	2255	83
364	9/13/26	2751	992,751.00	193	2256	83
365	9/14/26	2752	995,503.00	193	2257	83
366	9/15/26	2753	998,256.00	193	2257	83
367	9/16/26	2754	1,001,010.00	193	2258	83
368	9/17/26	2755	1,003,765.00	193	2259	83
369	9/18/26	2756	1,006,521.00	193	2260	83
370	9/19/26	2757	1,009,278.00	193	2261	83
371	9/20/26	2758	1,012,036.00	193	2262	83
372	9/21/26	2759	1,014,795.00	193	2262	83
373	9/22/26	2760	1,017,555.00	193	2263	83
374	9/23/26	2761	1,020,316.00	193	2264	83
375	9/24/26	2762	1,023,078.00	193	2265	83
376	9/25/26	2763	1,025,841.00	193	2266	83
377	9/26/26	2764	1,028,605.00	193	2266	83
378	9/27/26	2765	1,031,370.00	194	2267	83
379	9/28/26	2766	1,034,136.00	194	2268	83
380	9/29/26	2767	1,036,903.00	194	2269	83
381	9/30/26	2768	1,039,671.00	194	2270	83
382	10/1/26	2769	1,042,440.00	194	2271	83
383	10/2/26	2770	1,045,210.00	194	2271	83
384	10/3/26	2771	1,047,981.00	194	2272	83
385	10/4/26	2772	1,050,753.00	194	2273	83
386	10/5/26	2773	1,053,526.00	194	2274	83
387	10/6/26	2774	1,056,300.00	194	2275	83
388	10/7/26	2775	1,059,075.00	194	2276	83
389	10/8/26	2776	1,061,851.00	194	2276	83
390	10/9/26	2777	1,064,628.00	194	2277	83
391	10/10/26	2778	1,067,406.00	194	2278	83
392	10/11/26	2779	1,070,185.00	195	2279	83
393	10/12/26	2780	1,072,965.00	195	2280	83
394	10/13/26	2781	1,075,746.00	195	2280	83
395	10/14/26	2782	1,078,528.00	195	2281	83
396	10/15/26	2783	1,081,311.00	195	2282	83
397	10/16/26	2784	1,084,095.00	195	2283	84
398	10/17/26	2785	1,086,880.00	195	2284	84
399	10/18/26	2786	1,089,666.00	195	2285	84
400	10/19/26	2787	1,092,453.00	195	2285	84
		1100703		77049	902576	33021

Pert Chart for operation performance monitoring

Implementation Schedule			
<i>Dumpsite Remediation through Biomining of Legacy Waste at Bhagtanwala Dumpsite, Amritsar</i>			
Part A - Mobilization Period			
S.No.	Description of Milestone activity	Month-1	Month-2
1	Agreement Signing & Work Order	[Yellow bar spanning Month-1]	
2	Taking over land and enmarking and Preliminary Survey	[Red bar starting in Month-1, ending in Month-2]	
3	Total Station Survey	[Dark Red bar starting in Month-1, ending in Month-2]	
4	Manpower Deployment	[Pink bar starting in Month-1, ending in Month-2]	
5	Hiring of Vehicles & receipt at site	[Brown bar starting in Month-1, ending in Month-2]	
6	Procurement of weighbridge & erection	[Green bar starting in Month-1, ending in Month-2]	
7	The Water, Power arrangements and other arrangements' resources necessary for the execution of the work	[Bright Green bar starting in Month-1, ending in Month-2]	
8	Start Windrows formation & culture spary for waste stabilization	[Dark Blue bar starting in Month-1, ending in Month-2]	
9	Security & Weigh bridge cabin	[Cyan bar starting in Month-1, ending in Month-2]	
10	CCTV and other installations	[Cyan bar starting in Month-1, ending in Month-2]	
11	Deployment of Heavy Duty Screening Machine and Trial run of the plant	[Cyan bar starting in Month-1, ending in Month-2]	



RDF Transportation & Disposal Plan

(For Cement Plants, Waste-to-Energy Plants, and Paper Mills)

Source: Amritsar Municipal Dumping Site

1. Purpose & Scope

This plan lays out step-by-step operational, technical, and compliance measures for the safe collection, storage, transportation, and disposal of RDF generated at Amritsar municipal legacy waste processing site.

Goals:

1. Prevent illegal dumping and environmental hazards.
2. Ensure full traceability of RDF movement.
3. Meet Solid Waste Management Rules, 2016, CPCB guidelines, and State Pollution Control Committee directives.
4. Optimize logistics to reduce cost and improve operational efficiency.

2. RDF Characteristics at Srinagar Site

- Origin: Output from trammeling, screening, and manual sorting of legacy waste.
- Composition: Plastics, paper, textiles, rubber, packaging waste (combustible fraction).
- Moisture Content: $\leq 20\%$ (after drying).
- Calorific Value: 1000–2500 kcal/kg (as per lab tests).

- Form: Preferably baled for long-distance transport.

3. End-use Pathways

Disposal Route	Process	Example Facility Type	Advantages
Cement Plants	RDF used as Alternative Fuel & Raw Material (AFR) in kiln firing	Ambuja, ACC, Ultratech (Punjab, Himachal, Haryana)	Complete destruction of organics, no residual waste
Waste-to-Energy Plants	RDF combusted to generate power	Delhi NCR, Punjab WtE units	Renewable-like energy, reduces fossil fuel use
Paper Mills	RDF as supplementary boiler fuel	Industrial paper mills in Punjab/UP	Low-cost energy source (if RDF quality matches)

E. Weighment Procedure

- At Source if scale available at site:
 - Gross weight recorded at Amritsar weighbridge.
 - Net RDF weight calculated.
- At Destination:
 - Receiving plant reweighs.
 - Discrepancy beyond 2% investigated immediately.

F. Delivery & Certification

- Receiving facility issues Disposal Certificate / Material Receipt Note.
- Document filed with trip report for municipal records.

5. Compliance & Regulatory Process

1. MoU/Agreement with each disposal facility (cement plant, WtE, paper mill) specifying:
 - RDF quality parameters
 - Quantities per month
2. Monthly Reporting to:
 - Amritsar Municipal Corporation

8. Reporting Formats

Daily Dispatch Log

| Date | Vehicle No. | Destination | Gross Wt. (kg) | Tare Wt. (kg) | Net RDF (kg) |

Monthly Summary Report

- Total RDF generated (MT)
- RDF sent to each facility (MT)
- Disposal certificates collected

10. Expected Benefits

Area	Benefit
Compliance	Meets SWM 2016, CPCB, and SPCB norms
Transparency	Every trip traceable from source to destination
Cost Control	Efficient route planning & reduced empty runs
Environmental	Prevents RDF fires, illegal dumping, and open burning
Municipal Image	Public confidence in waste management reforms

Inert Disposal

Fully detailed operational and compliance plan for Inert Disposal in Low-Lying Areas within Amritsar Municipal Corporation (AMC) limits on Land provided by Amritsar Municipal Corporation (AMC) after NABL testing as per CPCB guidelines.

1. Context

In **legacy waste biomining projects**, **inert waste** refers to the non-biodegradable, non-combustible fraction left after waste processing — typically sand, silt, stones, and other earth-like materials that have **no commercial value**.

- This fraction can be used for **land reclamation** or **filling of low-lying/depressed areas** to prevent waterlogging and enable land reuse.
- However, **CPCB & SWM Rules 2016** mandate that **inert disposal is allowed only after confirming it is safe** through **laboratory testing by NABL-accredited labs**.

2. NABL Testing & CPCB Guidelines

A. Testing Requirements

Before disposal:

- **Sampling** from processed inert waste stockpile.
- Testing by a **NABL-accredited laboratory** for:
 - Heavy metals (Lead, Cadmium, Mercury, Chromium, etc.)
 - pH

- Chlorides & Sulphates
- Organic matter
- Other parameters as per **CPCB Protocol for Legacy Waste Remediation**.

3. Identification of Low-Lying Disposal Sites

Criteria for Site Selection within AMC Limits:

1. **Municipal land ownership** — private land unless legally acquired/leased.
2. **No ecological sensitivity** — away from wetlands, rivers, floodplains.
3. **No underground utilities** — to avoid damage during filling.
4. **Accessibility** — motorable road for dumpers/tippers.
5. **Proximity** — site should be close to dumpsite to reduce transport cost.
6. **Future use potential** — reclaimed land can be used for parks, parking, or public facilities.

Testing & Certification

- Collect **representative samples** of inerts from processing site.
- Test at NABL-accredited lab.
- Obtain **Safe for Landfilling/Disposal Certificate**.

5. Documentation & Monitoring

Mandatory Records:

- NABL Test Report (safe disposal clearance).
- Trip Logs

Monitoring Mechanism:

- **CCTV at disposal site gate** (if feasible).
- **Daily Supervisor's Report** — Work progress, vehicle count, filled area.
- **Monthly Site Inspection** by AMC Environment Department.

6. Safety & Environmental Controls

- Fire safety measures (though inerts are non-combustible, some residual organic matter may ignite if improperly segregated).
- Prohibit mixing of fresh waste or non-inert fractions.

7. Benefits of Controlled Inert Disposal

Benefit	Impact
Flood Mitigation	Raises low-lying areas, reduces waterlogging.
Land Reclamation	Converts unusable depressions into functional land.
Environmental Safety	Disposal only of non-hazardous material.
Cost Efficiency	Reduces need for fresh soil purchase for filling.
Compliance	Meets CPCB, SWM Rules, and J&K PCC guidelines.

8. Example Disposal Plan for Srinagar

1. **Source:** Inerts from Amritsar dumpsite after biomining.
2. **Testing:** NABL lab in AMC or nearby states (e.g., Chandigarh, Delhi).
3. **Target Areas:**
 - Flood-prone vacant plots near Bemina, Eidgah.
 - Depressions in municipal parks/playgrounds needing leveling.
 - Abandoned excavation pits within city limits.

Monitoring: Jointly by AMC Environment & Engineering Divisions

BIOSOIL DISPOSAL & UTILIZATION PLAN

full-scale operational, technical, and compliance SOP for Biosoil Disposal & Utilization from Srinagar Municipal Corporation's (SMC) legacy waste processing project, making it detailed enough for DPRs, tenders, and compliance submissions.

Source: Amritsar Municipal Dumping Site (Post-Biomining)
 End Users: Garden Areas, Farmers within AMC Limits, and Compost Selling Agencies in India
 Testing Compliance: NABL Laboratory, as per CPCB Guidelines

1. Purpose & Scope

This plan defines the testing, approval, storage, transportation, and utilization procedures for the safe and beneficial reuse of biosoil generated during biomining of legacy waste in Srinagar. It ensures:

- CPCB & SWM Rules 2016 compliance
- Environmental safety through NABL-accredited testing
- Maximization of reuse in municipal landscaping, agriculture, and compost marketing

2. What is Biosoil?

- Definition: The stabilized, compost-like organic fraction recovered after processing biodegradable waste from legacy dumpsites.
- Appearance: Dark, soil-like material, earthy smell (if properly cured).
- Properties:
 - Organic carbon: 8–25%
 - pH: 6.5–8.5
 - Moisture: 35–45%
 - Nutrients: NPK present in varying amounts
 - Low inert contamination if screened properly

3. CPCB Guidelines & NABL Testing

A. Mandatory Testing Before Disposal/Use

- Testing to be done at NABL-accredited laboratory for:
 - Heavy Metals (Pb, Cd, Cr, Ni, Hg, etc.)
 - Pathogens (Salmonella, Faecal Coliforms)
 - Chemical parameters (Organic Carbon, NPK, pH, EC)
 - Moisture & Bulk Density
- Tests to be conducted every .8 MT batch or once per 30 days, whichever is earlier.

B. CPCB Compost Quality Standards (Maximum Limits for Safe Use)

Parameter	Limit
Lead (Pb)	≤100 mg/kg
Cadmium (Cd)	≤5 mg/kg
Chromium (Cr)	≤50 mg/kg
Mercury (Hg)	≤0.15 mg/kg
pH	6.5–8.5
Moisture	≤25% (for packaged sale)
Organic Carbon	≥12%
C:N Ratio	20:1–40:1

4. Disposal & Utilization Pathways

A. Internal Municipal Use

- SMC Parks, Gardens & Landscaping Division
 - Road medians & roadside plantations
 - Public parks, gardens, green belts
 - Cemetery landscaping, hill slope stabilization
- Advantages: Saves municipal procurement cost for soil and manure.

B. Farmers & Horticulture

- Free or subsidized supply to:
 - Small & marginal farmers
 - Orchard owners (apple, almond, apricot plantations around Srinagar)
 - Vegetable growers in peri-urban areas
- Application Guidelines:
 - Apply only after mixing with soil (1:3 ratio) to avoid phytotoxicity.
 - Avoid direct application to edible crops if heavy metals are close to permissible limits.

6. Disposal Workflow

Step 1 — NABL Testing

- Sampling as per CPCB protocol.
- Testing by NABL lab.
- Certification for safe use.

Step 2 — Segregated Stockpiling

- Cleared biosoil stored separately with label/tag (batch number, date, use category).

Step 3 — Distribution Planning

- Internal municipal demand first → AMC gardens.
- Agricultural distribution through AMC Agriculture Liaison Cell.

Step 5 — Documentation

- Biosoil Dispatch Log:
 - Date
 - Vehicle no.
 - Quantity
 - NABL report reference

7. Quality Control & Monitoring

- Random re-testing of biosoil at independent NABL labs.
- Farmer/municipal feedback surveys for quality.
- Annual audit of compost utilization programme.

8. Safety & Environmental Protocols

- No direct disposal into water bodies.
- PPE for workers handling compost.
- Dust suppression during loading.
- Awareness training for farmers on proper use.

9. Benefits

Area	Benefit
Environmental	Prevents landfill methane, reduces soil erosion, enriches degraded soils
Economic	Savings in municipal soil purchase, potential compost sales revenue
Social	Supports local farmers, promotes green spaces
Compliance	Meets SWM Rules 2016 & CPCB compost standards

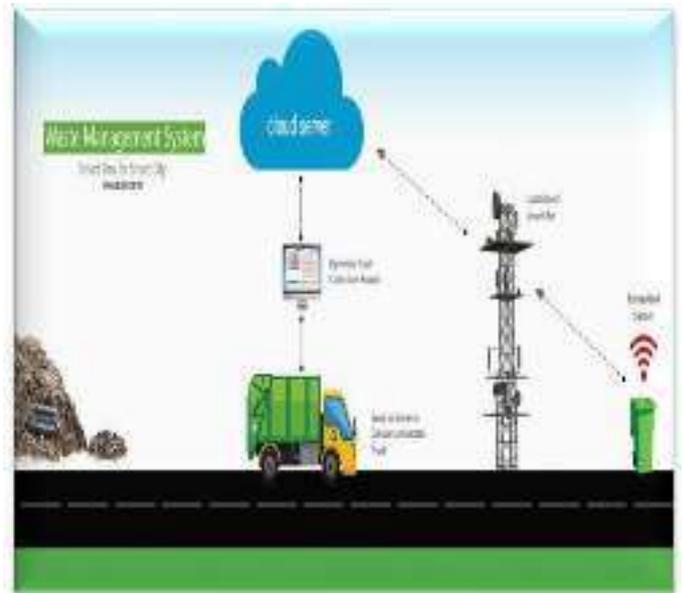
IOT based Monitoring

CCTV

Installing a CCTV surveillance network inside the dumping ground premises helps in real-time observation and recorded evidence for all operational and compliance activities.

A. Operational Monitoring

- Vehicle movement tracking: Ensures only authorized vehicles enter and exit.
- Waste unloading supervision: Confirms that waste is deposited in the correct location.
- Machinery operation oversight: Monitors loaders, trommels, screeners for productivity and safety compliance.
- Staff attendance & activity: Keeps a visual log of manpower deployment and work performance.



B. Security & Safety

- Prevents theft/misuse of machinery, fuel, or recovered recyclables.
- Monitors safety hazards like fire incidents, accidents, or unauthorized entry into restricted zones.
- Helps in emergency response — live feeds can guide security or fire teams.

C. Compliance & Documentation

- Proof of operations: Video archives serve as evidence for inspections by municipal corporations, pollution control boards, or project auditors.
- Regulatory adherence: Some projects require 24×7 surveillance proof for environmental monitoring.

1. Key Areas for CCTV Coverage

Area	Purpose
Main Gate / Entry-Exit Point	Monitor vehicle entry & exit, capture number plates.
Weighbridge Zone	Record waste load verification before & after processing.
Unloading Area	Ensure waste is placed at designated spots.

Area	Purpose
Processing Zone	Monitor segregation, screening, RDF/inert handling.
Fuel & Machinery Parking Area	Prevent theft and misuse.
Perimeter Fence/Boundary	Detect unauthorized access.
Control Room & Office	Secure administrative areas.

4. Technical Setup

- IP-based CCTV cameras with night vision for 24×7 clarity.
- PTZ (Pan-Tilt-Zoom) cameras for wide-area coverage of open yards.
- NVR/DVR system with minimum 30–60 days of recording backup.
- Remote access for authorized officials to view live feeds from anywhere.
- Integration with GPS & gate logs for full operational tracking.

5. Benefits for Legacy Waste Projects

Benefit	Impact
Transparency	Reduces disputes on waste quantity, work done, and trip counts.
Security	Protects assets and prevents illegal dumping or theft.
Operational Control	Allows supervisors to monitor multiple zones without physically being everywhere.
Incident Investigation	Footage provides clear evidence in case of accidents or regulatory queries.
Regulatory Compliance	Satisfies municipal, CPCB, and SBM-U guidelines for project monitoring.

6. Best Practices

- Place high-mounted cameras for better visibility over open dumping areas.
- Use infrared/night vision for low-light operations.
- Keep redundant power backup (UPS/solar) to avoid downtime.
- Conduct monthly camera health checks.
- Restrict access to video archives to authorized personnel only.

GPS in Internal Vehicle

Installing GPS devices in these vehicles enables:

B. Movement Monitoring

- Live location tracking: Know where each vehicle is in real-time.

- Route deviation alerts: Detect if a vehicle takes an unauthorized route (possible illegal dumping or misuse).
- Speed monitoring: Prevent reckless driving in urban areas.

C. Data for Payment & Audits

- Proof of work: Authorities can verify that contractors have actually moved the reported quantities.
- Preventing false claims: GPS trip data can be cross-checked with weighbridge logs.
- Regulatory compliance: Satisfies conditions in contracts or government guidelines (e.g., SBM-U 2.0, CPCB norms).

3. How It Works

1. GPS Device Installation
 - Installed in each project vehicle.
 - Powered from vehicle battery or independent battery pack.
2. Data Transmission
 - Sends real-time location, speed, and trip data to a central software platform via GSM/4G.
3. Software Dashboard
 - Shows maps, trip reports, alerts.
 - Generates daily/monthly trip summaries.
4. Integration with Weighbridge

Links trip data with waste weight for accurate tonnage tracking.

A handwritten signature in blue ink, appearing to read "Sankar".