



झारखण्ड JHARKHAND

B 113881

This AGREEMENT made on 3<sup>rd</sup> day of June, 2011 at the office of Chief Executive Officer, Ranchi Municipal Corporation, Ranchi, Jharkhand. With retrospective effect from 1<sup>st</sup> April, 2011.

BETWEEN

Ranchi Municipal Corporation, Government of Jharkhand, having its registered office at Kutchery Road, Ranchi- 834001, hereinafter referred to as "the Concessing Authority" or "RMC" which expression shall unless repugnant to the context include the successors and assigns, of the ONEPART

AND

A2Z Waste Management (Ranchi) Limited incorporated by successful bidder M/s A2Z Infrastructure Limited, having registered office at 205, Laxman Place, 19 Veer Sarvakar Block, Shakarpur, Delhi-110092 hereinafter referred to as "Concessionaire" which expression shall unless repugnant to the context include its associates, group companies, successors and permitted assigns, of the SECOND PART.

AND



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Chief Executive Officer  
Ranchi Municipal Corporation  
Ranchi

**Concession Agreement**

*between*

**Ranchi Municipal Corporation**

**('RMC') acting through**

*(designation of authorised officer) and*


**K.S.V Nair, (C.O.O)**

**(Concessionaire)**

**For**

**Integrated Solid Waste Management in Design, Finance, Build, Operate and Transfer  
mode (DBFOT) at  
Ranchi, Jharkhand**



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

A2Z Waste Management (Ranchi) Ltd. (a company incorporated under the provisions of the Companies Act, 1956) having its registered office at 205, Laxman Place, 19 Veer Sarvarkar Block, Shakarpur, Delhi-110092 (hereinafter referred to as the "Successful Bidder", which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the THIRD PART

#### WHEREAS

A. The Ministry of Environment and Forest (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules, 2000 ("MSW Rules"), which makes it mandatory for every municipal authority to implement a scientific solid waste management system wherein the MSW is collected in an efficient way with source segregation and the same is duly processed and the residual inert/ non-biodegradable solid wastes disposed in a Sanitary Landfill.

B. RMC initiated Integrated Solid Waste Management project for Ranchi. A Detailed Project Report (DPR) was prepared for the Solid Waste Management at Ranchi which was sanctioned under JnNURM scheme wide No. Q- 12045/12/1/NURM/2009-CPHEEO

C. RMC with an objective to implement the Project of providing Municipal Solid Waste Management (MSWM) services including collection, transportation, processing and disposal of waste generated in the city, decided to set up an Integrated Solid Waste Management (ISWM) at Ranchi on Public Private Partnership basis on Design, Build, Finance, Operate and Transfer (DBFOT) method.

D. RMC carried out extensive project preparation works in connection with the Project including preparation of Detailed Project Report (DPR) and Technical Report (TR).


E. RMC invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, RMC received proposals from several parties including A2Z Infrastructure Limited, having its registered office at 205, Laxman Place, 19, Veer Sarvarkar Block, Shakarpur, and New Delhi 110092 for implementing the Project.

E. After evaluating the aforesaid proposals, RMC accepted the proposal submitted by A2Z Infrastructure Limited, and declared it Successful Bidder and issued Letter of Award No. 155 dated 19<sup>th</sup> January, 2011 to A2Z Waste Management (Ranchi) Ltd.

F. Pursuant to the framework established under RFQ and RFP the Project shall be implemented by a Special Purpose Vehicle incorporated by such Successful Bidder ("Concessionaire"). The Successful Bidder hereby agrees to serve as a guarantor towards the roles and obligations of the Concessionaire as detailed out in this Concession Agreement.



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**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

G. Concessioneing Authority acknowledges that as on this day, the Concessionaire has submitted an unconditional and irrevocable revolving Bank Guarantee for a value of Rs.3.5 Crores (Rupees Three crores fifty Lacs only) as Performance Security.

H. DPR, Approval letter of JNNURM, RFP and RFQ, addendums, letter of award (LOA), acceptance of LOA by the concessionaire and all correspondence between RMC and concessionaire and schedules to this Agreement shall form an integral part of this Agreement as though they were expressly set out in the body of this Agreement.

Deleted:

I. Municipal Corporation 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 on a develop, finance, design, construct, operate, maintain and transfer basis.

J. The Parties hereto are required to enter into the Concession Agreement, being these presents, to record the terms, conditions and covenants of the Concession.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

DEFINITIONS AND INTERPRETATION	ARTICLE 1
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**1.1 Definitions**

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

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

**"Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1.

**"Agreement"** shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

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

**"Applicable Permits"** shall mean all clearances, permits, authorization's, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Project during the subsistence of this Agreement.



*[Signature]*  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

**"Appointed Date"** shall mean the date of this Agreement.

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

**"Assured Waste Collection Quantity"** shall mean the assured quantity of MSW required to be collected by the Concessionaire in accordance with Clause 5.10.

**"Authorization"** means any approval, consent, exemption, filling, license, authorization, permit, registration or waiver, and any renewal or variation of any of them howsoever described, necessary to fulfill obligations of the Concessionaire under this Agreement.

**"Authorized Representative"** means, in respect of a Party, any person designated (whether by same or as the holder of a specified position or office) as such by such Party by notice in writing given to the other Party including, in the case of a person designated by name, a specimen signature of that person certified by the Party issuing the notice;

**"Bio-medical Waste"** shall have the meaning ascribed to it under the Biomedical Wastes (Management & Handling) Rules, 1998.

**"Bid – security"** shall mean security offered at the time of submission of Bid as defined in clause 1.12 of RFP.

**"Book Value"** means the value of the capital expenditure incurred on the Project as per the books of the Concessionaire, net of depreciation charged on the basis of straight line method and amortized equally over the Operations Period, duly verified and certified by an independent auditor in accordance with Indian laws.

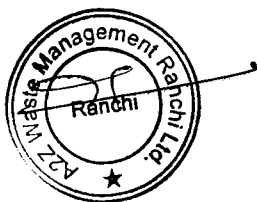
**"Change in Law"** shall have the meaning ascribed thereto in Clause 8.6.


**"COD" or "Commercial Operations Date"** shall mean the date on which the Transaction Advisor Cum Project Management Consultant has issued the Provisional Completion Certificate or the Completion Certificate for the Project Facility, in accordance with the provisions of this Agreement. The COD shall be for two parts:

- a. COD-C&T: For the collection and transportation system. This date shall be the date 270 days from the date of this Agreement; and
- b. COD-T&D: For the Treatment and Disposal facility. This date shall be the date 365 days from the date of this agreement.

**"Completion Certificate"** shall mean the certificate issued by Transaction Advisor Cum Project Management Consultant certifying, that:

- (i) the Concessionaire has set up the Project Facility in accordance with the Concession Agreement; and



  
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(ii) the Concessionaire has obtained all approvals necessary for commercial operations of the Project Facility.

**"Concession"** shall have the meaning ascribed thereto in Clause 2.1 of this Agreement.

**"Concession Period"** shall have the meaning ascribed thereto in Clause 2.2.

**"Concessionaire's Equipment"** means all machinery, equipment, apparatus and other things (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects, but does not include Plant, Materials, or other things intended to form or forming part of the Permanent Works.

**"Compost Facility" or Processing** shall mean the composting process by which MSW is transformed into new or recycled products as defined in the MSW Rules.

**"Conforming Waste"** shall mean,

- a. any MSW that conforms to the specifications of confirming waste set forth in MSW Rules
- b. any other MSW mutually agreed by Parties to be Confirming Waste from time to time

**"Consortium"** ( In case the Successful Bidder is a Consortium)

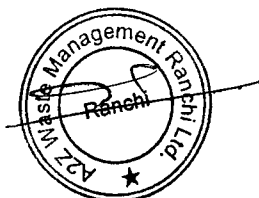
**"Drawings"** shall mean all of the drawings including working drawings for the Project Facility, designs, calculations and documents pertaining to the Project and shall also include the landfill drawings and composting plant drawings.

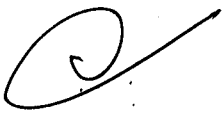
**"Emergency"** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

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

**"Environmental Laws"** means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974 and any other central, state or local law, regulation, rule, ordinance or order from government:

1. the existence, cleanup and/or remedy of contamination on real property;
2. the emission or discharge of hazardous substances into the environment;



  
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3. the control of hazardous substances; or
4. the use, generation, transport, treatment, storage, disposal, removal or recovery of hazardous substances, including building materials;

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

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

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

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

**"Guarantor"** shall mean A2Z waste Management (Ranchi) Limited, who shall be responsible for fulfilling the obligations under this agreement in the case of concessionaire default.

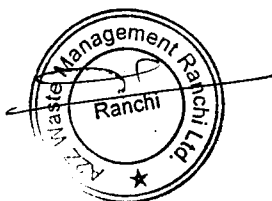
**"Handback Requirements"** shall have the meaning ascribed thereto in Schedule 9.

**"Hazardous Waste"** shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989 and as amended thereto.


**"Land Filling"** shall mean disposal of the landfill waste in the sanitary landfill in accordance with the terms of this Agreement, and as per the applicable rules and regulations.

**"Landfill Facility"** shall mean the Engineered Sanitary Landfill and all other related facilities located thereon, and any other offsite facilities created for the Project duly designed, engineered, constructed, operated and maintained in accordance with the provisions specified thereto in Schedule 3 and Schedule 6 for the purpose of land filling.

**"Landfillable Waste"** shall mean the residual inert matter, duly certified as fit for land filling by the Transaction Advisor Cum Project Management Consultant/Project Engineer in accordance with this Agreement.



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**"Materials"** means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Concessionaire, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.

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

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

**"MSW Rules"**: shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2000 and includes any amendments thereto.

**"Municipal Solid Waste" or "MSW"**: shall have the meaning ascribed to it in the MSW Rules.

**"Non-Conforming Waste"**: means any MSW which is not a Conforming Waste as set forth in the Clause 7.2.2.

**"O&M Requirements"** shall mean the requirements as to operation and maintenance of the Project Facility as set forth in Schedule 6.

**"Operations Period"** shall mean the period commencing from COD and ending at the expiry of the Concession /Termination.

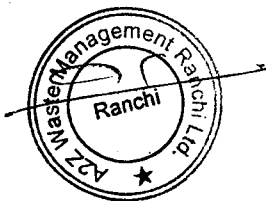
**"Parties"** shall mean the parties to this Agreement and **"Party"** shall mean either of them, as the context may admit or require.


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

**"Permanent Works"** means the permanent works to be designed and executed in accordance with the Construction Requirements.

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

**"Plant"** means machinery and apparatus intended to form or forming part of the Permanent Works, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.



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

**"Project"** shall mean design, financing, procurement, construction, operation and maintenance of Plant and Project Facilities in accordance with the provision of this Agreement.

**"Project Agreements"** shall mean collectively this Agreement and other supporting documents linked to this agreement in connection with the Project.

**"Project Assets"** shall mean the Project Equipments and Project Vehicles used during the Concession Period for the Project.

**"Project Cost for Performance Security"** shall mean the total cost of the project as estimated by the successful bidder on the basis of Project Information Memorandum and this agreement while submitting the proposal and approved by RMC.

**"Project Equipments"** shall mean all the equipments including litter bins, containers or any other required for primary and secondary collection and storage of waste, equipments required at workshop facility, transfer stations and ISWM facility for the Concession Period for the Project in accordance with provisions of this Agreement and schedule 4.

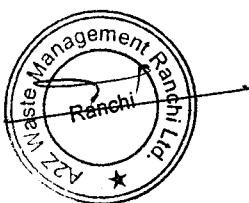
**"Project Engineer"** shall mean a reputed Person being a firm, company or a body corporate appointed in accordance with Article 4 for supervision and monitoring of compliance by the Concessionaire with the Construction Requirements and O&M Requirements and to undertake, perform, carry out the duties, responsibilities, services and activities set forth in Schedule 5 after the terms of Transaction Advisor Cum Project Management Consultant comes to an end.

**"Project Facility"** shall mean collectively the Project Assets, Composting Facility, Transfer Station, Maintenance Workshop, Landfill or any other facility which are required to be constructed, built, installed, erected or provided by the Concessionaire on the Project Site in accordance with the Construction Requirements and O&M Requirements.

**"Project Facility Area"** shall mean an area of land within Project Site, more fully described in Schedule 1.

**"Project Requirements"** shall mean collectively the Construction Requirements, and O&M Requirements or any of them as the context may admit or require.

**"Project Site"** shall mean and include an area covering land for development of project facilities at Ranchi more fully shown and described in Schedule 1.



  
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**"Project Vehicles"** shall mean all vehicles (motorized or non-motorised) provided by RMC to the Concessionaire for the Concession Period for the Project in accordance with provisions of this Agreement and those procured by the Concessionaire.

**"Provisional Completion Certificate"** means the Completion Certificate that may be issued by the Transaction Advisor Cum Project Management Consultant pending completion of the Punch List items in accordance with Clause 5.4.

**"Punch List"** shall have the meaning ascribed thereto in Clause 5.4.

**"Ranchi" or "Ranchi Municipal Limits"** means the whole urban area falling within the jurisdiction of the RMC as the Government of Jharkhand may by notification specify from time to time and includes, inter-alia, all fifty five (55) municipal wards under jurisdiction of RMC.

**"Remuneration"** shall mean all fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of his appointment.

**"Rupees" or "Rs."** refers to the lawful currency of the Republic of India.

**"SPCD" or "Scheduled Project Completion Date"** shall mean the date 12 months from the Appointed Date or such period extended by the RMC.

**"SBI PLR"** shall mean prime lending rate of State Bank of India.

**"Successful Bidder"** means the Single/ Individual Bidder or the Bidder Consortium that is finally awarded the Project and invited to enter into this Concession Agreement.

**"Tax"** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law.

**"Temporary Works"** means all temporary works of every kind (other than Concessionaire's Equipment) required for the execution and completion of the Works and the remedying of any defects.

**"Termination"** shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**"Termination Date"** shall mean the date specified in the Termination Notice as the date on which Termination occurs.

**"Termination Notice"** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.



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**Ranchi**

**"Tests"** shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and if not expressly specified in either of said requirements, as instructed by the Transaction Advisor Cum Project Management Consultant, in accordance with this Agreement.

**"Tipping Fee"** shall mean the amounts payable by RMC to Concessionaire in accordance with Clause 7.2 and as negotiated with bidder.

**"Tipping Rate"** shall mean the amount payable by RMC to the Concessionaire per tonne of MSW as set out in Clause 7.2 and Schedule 2.

**"Tipping Statement"** shall have the meaning as ascribed thereto in Clause 7.2.

**"Transaction Advisor Cum Project Management Consultant"** shall mean Consultants appointed by RMC under a separate agreement to advise RMC for selection of Concessionaire and for supervision and monitoring of compliance by the Concessionaire with the Construction Requirements and O&M Requirements and to undertake, perform, carry out the duties, responsibilities, services and activities set forth in **Schedule 5** for the period of 24 months from the date of signing of such agreement."

**"Transfer Station"** shall mean the facility / station for temporary storage of MSW to be designed, engineered and constructed, within the area earmarked on the Site, by the Concessionaire in accordance with the provisions of DPR, Technical Report and this Agreement;

**"User Charges"** shall mean charges or fees as determined by the RMC from time to time from beneficiaries listed in Schedule 10.

**"Works"** means the Permanent Works and the Temporary Works or either of them as appropriate.

**"Waste Supply Stoppage Date"** shall have the meaning as ascribed thereto in Article 5.13.

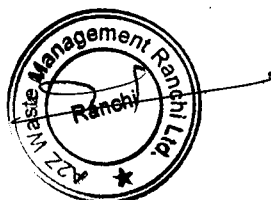
**"Waste Non-acceptance Penalty"** shall have the meaning as ascribed thereto in Article 5.11(b).

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires,

(a) Reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;

(b) Reference to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;



  
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**Ranchi Municipal Corporation**  
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(c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

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

(e) The words "include" and "including" are to be construed without limitation;

(f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

(g) 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;

(h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).

(i) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

(j) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

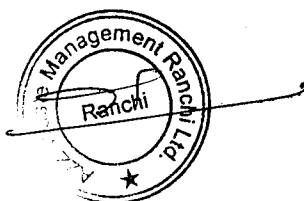
(k) Reference to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

(l) Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or by Transaction Advisor Cum Project Management Consultant/Project Engineer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or Transaction Advisor Cum Project Management Consultant/Project Engineer in this behalf and not otherwise;

(m) References to "Construction" includes investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental thereto

Concession

ARTICLE 2



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

### 2.1. Grant of Concession

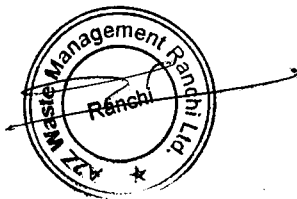
Subject to and in accordance with the terms and covenants set forth in this Agreement, the Concessioning Authority hereby grants and authorizes the Concessionaire to design, engineer, procure, finance and construct the Project Facility, to operate and maintain the Project Facility and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement, (the "**Concession**").

### 2.2 Concession Period

The Concession hereby granted is for a period of 30(Thirty years) from the Appointed Date inclusive of the Construction Period. (Hereinafter referred to as the "Concession Period") Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

### 2.3 Acceptance of Concession

In consideration of RMC agreeing to permit the Concessionaire to receive Capital Grant and any other amounts, and the rights, privileges and benefits conferred upon by the Concessioning Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

<b>Project Site</b>	<b>ARTICLE 3</b>
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### 3.1 Project Site

- (a) RMC shall, within 20 (twenty) days from the Appointed Date, handover to the Concessionaire, vacant and peaceful physical possession of the identified Project Site for the purpose of the construction, operation & maintenance of :
- I. Transfer Stations
  - II. Workshop Facility for Vehicle Maintenance
  - III. Integrated Solid Waste Management Facility site for development of Compost Plant, Brick Making Plant and Sanitary Landfill Facility
  - IV. Secondary storage depots for all wards
- (b) Total land requirement for development of ISWM facility as per the DPR is estimated to be about 45 Acres. Additional land required, if any, shall be provided by RMC from time to time.
- (c) Upon the Project Site being handed over pursuant to the preceding Clause (a), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its own cost, charges and expenses such investigation, development and improvements in the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.
- (d) in case of any delay by RMC in handing over of the Project Sites to Concessionaire, the time period for COD- T&D will be adjusted accordingly with mutual agreement between the two Parties.
- (e) The RMC will provide all the facilities, project sites, vehicles etc. on a nominal lease basis as mutually agreed. The ownership will remain with RMC at all times.

### 3.2 Rights, Title and Use of the Project Site

- (a) The Concessionaire shall have the right to the use of Project Site in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties.
- (b) The Project Site including the Project Facility developed thereon belongs to RMC and shall continue to be the property of RMC. Any development activity outside the scope of project at the Project site will be done on mutual agreement basis.
- (c) The Concessionaire shall not part with or create any encumbrance on the whole or any part of the Project Site, save and except as set forth and permitted under this Agreement.



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(d) The Concessionaire shall not without the prior written approval of RMC use the Project Facility for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

(e) The Concessionaire shall allow access to and use of the Project Site for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as RMC may specify.

Provided that such access or use shall not result in a Material Adverse Effect and that RMC shall, in the event of any physical damage to the Project Site/ Project Facility/ or account thereof, ensure that the Project Site/ Project Facility is promptly restored. Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

(f) The Concessionaire shall be at liberty to:

(i) demolish the existing structures within the Project Site subject to adherence to Project Requirements, Applicable Laws and Applicable Permits, and

(ii) use, sell or dispose in accordance with Applicable Laws and Applicable Permits, the material obtained as a result of demolition under clause(i) above.

### **3.3 Peaceful Possession**

RMC, as Concessioneing Authority, hereby warrants that:


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

(i) has been acquired through the due process of law

(ii) belongs to and is vested in RMC and that RMC has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or land acquisition of any Persons affected thereby.

(b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site or part thereof until expiry of the Concession Period/ completion of Handback Requirements. In the event, the Concessionaire is obstructed by any Person claiming any right, title or interest over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, RMC shall, if called upon by the Concessionaire, defend such claims and proceedings and also keep the



  
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Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

### 3.4 Applicable Permits

The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project.

**Project Engineer**

**ARTICLE 4**

#### 4.1 Procedure for Appointment

(a) RMC shall 3 months prior to term of Transaction Advisor cum Project Management Consultant (TA Cum PMC) coming to an end forward to the Concessionaire a list consisting of the names accompanied by their respective profiles in brief, of atleast five Persons/Firms who have the necessary expertise and are willing to act as Project Engineer for the Project.

The scope of services for the Project Engineer is set out in Schedule 5.

(b) Within 15 days of receipt of the list forwarded by RMC, the Concessionaire shall submit to RMC names of three Persons/Firms from the list, together with its consent for appointment of any one of the three Persons/Firms as the Project Engineer.

(c) Within 15 days of receipt of the names forwarded by the Concessionaire, RMC shall, in consultation with the Concessionaire, finalise the terms of appointment of the Project Engineer. RMC shall, select one of the persons from the list sent by the Concessionaire and jointly along with the Concessionaire appoint the selected person/Firm and enter into a tripartite agreement.

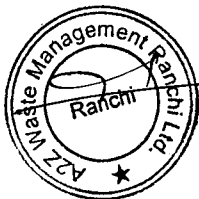
(d) Project Engineer shall report to RMC. The scope of work of the Project Engineer shall include that set out in Schedule 5.

(e) The initial term of the Project Engineer shall be for three years to be renewed at the discretion of RMC for successive terms of three years over the entire Concession Period. A tripartite agreement shall be entered between the RMC, Concessionaire and the Project Engineer for each term.

#### 4.2 Payments to Project Engineer

(a) All fees, costs, charges and expenses payable to the Project Engineer in accordance with the terms of its appointment (collectively "the Remuneration") shall be borne by the Concessionaire.

(b) RMC shall deduct remuneration paid to the Project Engineer from the tipping fee payable to the concessionaire every month.



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#### 4.3 Replacement of the Project Engineer

(a) The Parties may replace the Project Engineer in any of the following circumstances by giving a 30 days written notice:

(i) If, RMC or the Concessionaire has reason to believe that the Project Engineer has not discharged its duties in a fair, appropriate and diligent manner;

(ii) if, in accordance with the terms of its appointment the Project Engineer resigns or notifies its intention not to continue as the Project Engineer;

(iii) any other circumstance which in the opinion of the Parties warrants replacement of the Project Engineer.

(b) Subject to the attendant circumstances and unless the Parties otherwise agree, the procedure laid down in Clause 4.1 shall, as far as possible, be adhered to for replacement of the Project Engineer and the replacement shall be so effected as to maintain continuity in the supervision and monitoring of the Construction Requirements and O&M Requirements.

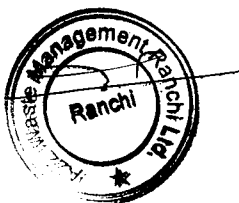
<b>Concessionaire's Obligations</b>
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<b>ARTICLE 5</b>
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In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

#### 5.1 Performance Security

(a) The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to RMC, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to RMC, in the form as set forth in Schedule 7, ("Performance Security") for a sum which is equivalent to the 5% of the Total Project Cost, as agreed between the Parties. Till such time the Concessionaire provides to Concessioning Authority the Performance Security pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Security, if in the form of a bank guarantee shall be valid for an initial period of 36 (thirty six) months and shall be renewed 3 (three) Months prior to its expiry, for an additional term of 36 (thirty six) months. It is clarified that the Concessionaire shall be liable to restore the Performance Security to the full amount in case of part encashment of the same by the Concessioning Authority. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the Concessionaire to provide a valid Performance Security and/or restore and maintain the Performance Security in accordance with this clause shall entitle the Concessioning Authority to forthwith terminate this Agreement and also to forfeit the Bid Security.



  
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(b) The Performance Security shall be kept valid for throughout the Concession Period from the Appointed Date.

Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to RMC's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

## **5.2 Financing Arrangement**

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

## **5.3 Drawings**

### **(a) Preparation of Drawings**

(i) The Concessionaire may, subject to the Construction Requirements, adopt with or without modifications the Drawings made available by RMC or adopt its own Drawings. Provided that, the Concessionaire shall in any event be solely responsible for the adequacy of the Drawings w.r.t the norms laid down as per technical guidelines.

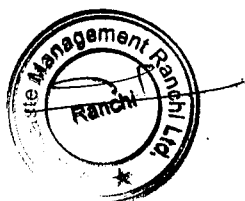
(ii) If the Concessionaire proposes any modifications to the Drawings made available by RMC or submits alternate Drawings or Drawings in respect of any item for which no Drawings are made available by RMC, the same shall be subject to review by the Transaction Advisor Cum Project Management Consultant as hereinafter provided in Clause (b) below.


### **(b) Review of Drawings**

(i) The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the Detailed Working Drawings to the Transaction Advisor Cum Project Management Consultant and RMC for their review.

(ii) By forwarding the Drawings to the Transaction Advisor Cum Project Management Consultant and RMC pursuant to the preceding sub-clause (i), the Concessionaire shall be deemed to have represented that it has verified and determined that the Drawings forwarded are in conformity with the Construction Requirements and in line with the technical guidelines as well as standard code of practice for such works.

(iii) Within 15 days of receipt of the Drawings, the TA CUM PMC shall review the same taking into account, inter alia, comments of RMC, if any, thereon, and convey its comments/ observations to the Concessionaire on the conformity of Drawings with Construction Requirements. If the comments/ observations of the TA CUM PMC indicate that the Drawings are not in conformity with the Construction Requirements/standard code of practice/technical guidelines, such Drawings shall be revised by the Concessionaire to the extent necessary



  
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and resubmitted to TA CUM PMC for further review. The TA CUM PMC shall give its observations and comments, if any, within 15 days of receipt of such revised Drawings which shall be taken into account by the Concessionaire while finalising the Drawings for execution.

(iv) If, within the period stipulated in the preceding sub-clause (iii), the TA CUM PMC does not respond to the Drawings submitted to it by the Concessionaire, the Concessionaire shall be entitled to proceed with the construction of the Project Facility on the basis of such Drawings submitted by it to the TA CUM PMC.

(v) Notwithstanding any review or failure to review by or the comments/ observations of the TA CUM PMC or RMC, the Concessionaire shall be solely responsible for the adequacy of the Drawings and their conformity with the Construction Requirements/standard code of practice/ technical guidelines, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

(vi) The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from RMC.

(vii) The Concessionaire shall in consultation with the TA CUM PMC finalize an Implementation Schedule for the Project in accordance with the Construction Requirements.

(viii) Within 30 days of issue of the Completion Certificate or Provisional Completion Certificate, as the case may be, the Concessionaire shall furnish to RMC three copies of "as built" Drawings (completion plans) of the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements.

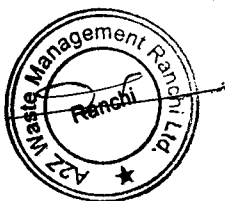
#### **5.4 Project Implementation**


(a) Unless otherwise permitted by RMC, no Construction Works shall begin until the TA CUM PMC has given clearance in writing.

(b) The Concessionaire shall within 10 (ten) days from the Appointed Date submit to the RMC/ TA CUM PMC the Implementation Plan for execution of the Construction Works and shall adhere to the same.

(c) The Concessionaire shall submit such documents and reports from time to time as are reasonably required by the TA CUM PMC for issue of the Completion Certificate.

(d) The Concessionaire shall get the Working Drawings approved by competent authority and as per Applicable Laws. RMC shall assist the Concessionaire in obtaining approvals from the concerned authority.



  
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(e) The Concessionaire shall make his own arrangements for adequate and timely supply of electricity, water, gas and other utilities required for execution of the Construction Works and RMC shall be in no way responsible for the same.

(f) During Construction Period, the Concessionaire shall be responsible for keeping unauthorized persons off Project Site, and authorized persons shall be limited to the employees of the Concessionaire, employees of his subcontractor and persons authorized by RMC or TA CUM PMC.

(g) The Concessionaire shall adhere to Construction Requirements; achieve COD on or before the SPCD, provided that on the written request by the Concessionaire for extension of SPCD, RMC may consider such a request. However, such extension shall in no case exceed six months from SPCD. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default under Clause 9.1(a).

(h) The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements as per approved Working Drawings and laid down standard technical specifications.

(i) The Concessionaire shall, before commencement of Construction Works;

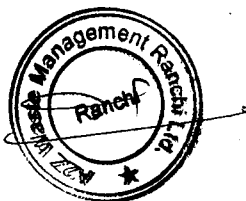
(i) have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the TA CUM PMC / RMC and to be responsible for all necessary exchange of information required pursuant to this Agreement;

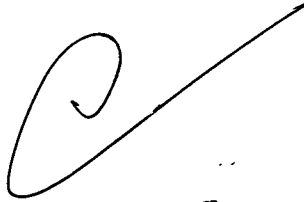
(ii) provide and maintain a reasonably furnished site office accommodation for the TA CUM PMC/ Project Engineer, at the Project Site.

(j) For the purposes of determining that Construction Works are being undertaken in accordance with the Construction Requirements/approved drawings/technical guidelines, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the TA CUM PMC and such Tests shall be carried out under the supervision of the TA CUM PMC. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

(k) If the Tests are successful and the Project Facility can be safely and reliably opened for operation, the TA CUM PMC shall issue the Completion Certificate within 7 days of the completion of such Tests.

Provided that, notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests the TA CUM PMC determines that the Project Facility can be safely and reliably opened for operations, the TA CUM PMC may issue Provisional



  
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Completion Certificate to the Concessionaire. The Provisional Completion Certificate shall have appended thereto a list of outstanding items signed jointly by the TA CUM PMC and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within such time as may be determined by the TA CUM PMC, but not exceeding 60 days from the date of issue of the Provisional Completion Certificate. Upon satisfactory completion of all Punch List items, the TA CUM PMC, shall promptly and in any case within 7 days thereof, issue the Completion Certificate.

(l) If the Concessionaire fails to complete the Punch List items within said period of 60 days, RMC may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Concessionaire. In such an event, the Concessionaire shall reimburse to RMC, one and half times of the cost incurred by RMC in completing the Punch List items, (as certified by the TA CUM PMC), within 15 days from the date of receipt of a claim in respect thereof from RMC. The TA CUM PMC may issue Project Facility Completion Certificate only upon such reimbursement being made by the Concessionaire to RMC.

(m) The TA CUM PMC, may, by written notice, require the Concessionaire to suspend forthwith the whole or any part of the Construction Works, if in its reasonable opinion the same is being carried on in a manner that is not in conformity with the Construction Requirements/approved drawings/technical specifications and standard practices.

(n) The Construction Works shall be deemed to be complete and ready for commercial operations only when the Provisional Completion Certificate or the Completion Certificate is issued by the TA CUM PMC in accordance with the provisions hereof. Provided if COD is delayed beyond 90 days of the SPCD or extended SPCD, RMC shall, subject to the provisions of Article 8, be entitled to terminate this Agreement and to appropriate the Performance Security.

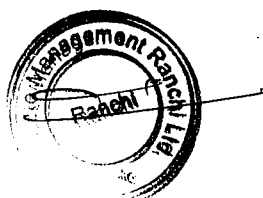
### 5.5 Operation and Maintenance


(a) The Concessionaire shall operate and maintain the Project Facility in accordance with the O&M Requirements in terms of Schedule 6.

(b) The Concessionaire may undertake operations and maintenance of the Project Facility by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.

(c) The Concessionaire shall, during the Operations Period:

(i) shall have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with the TA CUM PMC / RMC/Project Engineer and to be responsible for all necessary exchange of information required pursuant to this Agreement;



  
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(ii) shall, for the purposes of determining that the Project Facility is being maintained in accordance with the O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the TA CUM PMC / Project Engineer and such Tests shall be carried out under the supervision of the TA CUM PMC /Project Engineer. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies if any, indicated by the Test results.

(d) In the event the Concessionaire has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the TA CUM PMC /Project Engineer /RMC ("Notice to Remedy"), RMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facility at the risk and cost of the Concessionaire. The Concessionaire shall reimburse one and half times the costs incurred by RMC on account of such repair and maintenance within fifteen (15) days of receipt of RMC's claim therefore.

(e) The Concessionaire shall be deemed to be in material breach of O&M Requirements, if RMC, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire,

(i) the maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;

(ii) there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facility or any part thereof is not safe for operations;

For avoidance of doubt, persistent breach shall mean :

(i) any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the RMC;

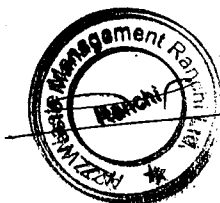
(ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the RMC requiring the Concessionaire to remedy a breach, and

(iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of Material Breach of O&M Requirements, RMC shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

## **5.6 Insurance**

### **(a) Construction Period**



  
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The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances (in the name of SPV) in respect of the Project Facility in accordance with the Good Industry Practice.

**(b) Operations Period**

The Concessionaire shall at its cost and expense, purchase and maintain by re-instatement or otherwise, for the Operations Period, insurance against:

- (i) loss, damage or destruction of the Project Facility, at replacement value;
- (ii) the Concessionaire's general liability arising out of the Concession;
- (iii) liability to third parties;
- (iv) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

**(c) Evidence of Insurance**

The Concessionaire shall maintain a register of entry in order of premium paid towards the Project Facility and proof of payments made shall be submitted to RMC whenever requested for.

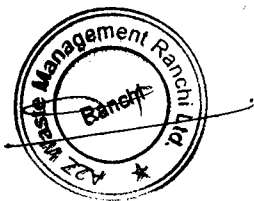
**(d) Validity of Insurance**

The Concessionaire shall, from time to time, promptly pay insurance premium, keep the insurance policies in force and valid throughout the Concession Period. The insurance policy shall not be cancelled or terminated unless 60 days' clear notice of cancellation is provided to RMC in writing. If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, RMC may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by RMC thereof shall be reimbursed by the Concessionaire to RMC together with interest thereon at 5% (five) percent over SBI PLR from the date the respective sums were incurred by RMC, within 7 (seven) days from the receipt of claim in respect thereof made by RMC.

**(e) Application of Insurance Proceeds**

Proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facility after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

**(f) Un-insurable Risks**



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

### 5.7 Environmental and Safety Compliance

- (i) The Concessionaire shall, ensure that all aspects of the Project Facility during the Concession Period and processes employed in the construction, operation and maintenance including post closure maintenance for the period of 5 years after the completion of Concession Period thereof shall conform to the laws pertaining to environment, health and safety aspects including MSW Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the Pollution Control Board or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facility.
- (ii) The RMC will facilitate the process of seeking approvals, though the ultimate responsibility of obtaining/maintaining/renewing approvals and consent of Concessionaire.

### 5.8 Project Vehicles / Equipments

5.8.1 Concessionaire shall at its own cost procure the Project Vehicles and Project Equipments in accordance with the specification provided in Schedule 4 and thorough transparent competitive bidding as well as the procedures laid down by Jharkhand Government/RMC. The Concessionaire shall operate and maintain all the Project Vehicles and Project Equipments in accordance with the O&M Plan and Good Industry Practice throughout the Concession Period.

5.8.2 TA CUM PMC shall certify that all the Project Vehicles and Project Equipments purchased by the Concessionaire are as per the specifications provided in this Agreement.


5.8.3 In case the TA CUM PMC certifies that any Project Vehicles or Project Equipments procured are not as per the specifications provided in this Agreement the same shall be intimated to RMC within 3 days from the date of issue of Certificate.

5.8.4 RMC shall inspect the Project Vehicles or Project Equipments certified by the TA CUM PMC, procured by the Concessionaire and not meeting specifications as per this Agreement. In case the Project Vehicles or Project Equipments are not meeting the specifications as per this Agreement, RMC shall send a notice to the Concessionaire to replace those Project Vehicles or Project Equipments.

5.8.5 In case the Concessionaire does not replace those Project Vehicles or Project Equipments within 30 days from the issuance of the notice, RMC may at its sole discretion



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deduct the amount of Project Vehicles or Project Equipments not meeting the specifications as per this Agreement from the amount of Capital Grant payable to the Concessionaire.

#### **5.8.6 Procurement Monitoring**

5.8.6.1 RMC/TA CUM PMC/Project Engineer shall monitor that procurement of Project Assets has been made as per the specifications prescribed in RFP and this Agreement and standard procedures for transparent bidding for procurement have been followed.

5.8.6.2 In case the Project Assets procured by the Concessionaire does not meet the specifications mentioned in this Agreement the RMC shall ask the Concessionaire to replace the relevant Project Asset.

5.8.6.3 The Concessionaire shall replace all the Project Assets which do not meet the specifications set out in this Agreement and as mentioned by RMC within thirty (30) days.

5.8.6.4 The Capital Grant would be paid to the Concessionaire by RMC after receiving the utilization certificate duly approved by TA CUM PMC/Project Engineer and as per JNNURM process of payment.

#### **5.9 Street Sweeping and Door to Door Collection of MSW and other waste**

The concessionaire shall:

i. collect MSW from door to door from all the wards of Ranchi Municipal limits, in accordance with Municipal Solid Waste (Management and Handling) Rules 2000, O&M Plan, requirements laid down in Project Information Memorandum and Good Industry Practices.


ii. collect construction waste from the generators of such waste;

iii. collect segregated / unsegregated waste from all households and other waste generators present in all wards of the Ranchi Municipal limits;

iv. The Concessionaire shall not be allowed to collect and or receive solid waste from outside the Ranchi Municipal Limits without the prior permission from RMC. In such cases, the Tipping Fees would be negotiated between the RMC, the other local body and the Concessionaire.

v. If the Concessionaire is found to collect and/or receive solid waste from outside the Ranchi Municipal Limits without the prior permission of RMC, a penalty not less than one and a half times (1.50) the Tipping Fees multiplied by the estimated waste collected from outside the Ranchi Municipal Limits as certified by TA Cum PMC/Project Engineer shall be payable by Concessionaire to RMC.



  
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vi. Undertake street sweeping in accordance with the specifications given in Technical Information Memorandum and norms laid out in 'Manual for Municipal Solid Waste Management' by CPHEEO, Ministry of Urban Development and MSW Rules 2000.

vii. Undertake de-silting of drains on regular basis, in consultation with RMC, to ensure that there is no clogging of drains around the year.

viii. Construct, procure, operate and maintain all Project Assets, Project Equipments and Project Vehicles as per requirements laid down in Project Information Memorandum, O&M Plan and Good Industry Practices.

ix. Employ human resources for performing its obligations under this agreement.

x. Encourage source segregation of waste through awareness campaigns and training programmes or other such activities as deemed fit. The cost for such activities shall be borne by the Concessionaire.

xi. transport all waste in accordance with the requirements laid down in Project Information Memorandum and O & M plan.

#### **5.10 Assured Waste Collection Quantity**

5.10.1 The Concessionaire hereby undertakes to collect a certain amount of waste- minimum amount of MSW per day averaged over each Financial Year ("Assured Waste Collection Quantity") as below: However, assured minimum quantity of waste will not have any bearing on payment of Tipping Fee, which will be based on actual collection.

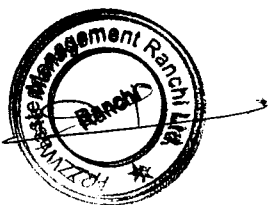
a. For first 12 (twelve) months in Concession Period starting from COD-C&T: 350 MT per day

The Concessionaire would cover the entire Ranchi Municipal Area and ensure that MSW is collected from all the household and institutions at least once a day. The service level shall be monitored in lines with the guidelines laid down in the Project Information Memorandum.

b. For periods beyond 12 months in the Concession Period: To be mutually agreed between RMC and the Concessionaire at least 2 (two) months in advance of a Financial Year (or part thereof) for that Financial Year (or part thereof).

5.10.2 For avoidance of doubt, it is clarified that in any Financial Year the Assured Waste Collection Quantity shall not be lower than the same for the immediately preceding Financial Year.

5.10.3 For avoidance of doubt, it is clarified that for calculation of MSW collected by Concessionaire and its comparison with respect to the above mentioned guarantee by the Concessionaire, Non Conforming Waste collected by the Concessionaire in excess of 10% of total MSW quantity delivered shall not be considered.



  
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5.10.4 Where the Concessionaire has failed to collect MSW as certified by the TA CUM PMC /Project Engineer, either wholly or partially, except as provided under succeeding Clauses 5.10.8 and 5.10.9, the Concessionaire shall pay to RMC a penalty ("Waste Non-collection Penalty") calculated in the following manner for each month on the basis of average per day quantity of MSW in a month:

<b><math>P1 = WD \times R,</math></b>
<b><math>R = 0.5 TP</math></b>
Where :
<i>P1, is the Waste Non-collection Penalty in Rupees</i>
<i>WD, is the quantity of MSW the Concessionaire has failed to deliver with respect to the Assured Waste Collection Quantity i.e. (Assured Waste Collection Quantity) for total number of days in the concerned month, and</i>
<i>R is the rate of penalty</i>
<i>TP is the Tipping Fee Rate in Rupees applicable for the particular period And</i>

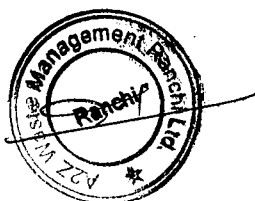
5.10.5 The Concessionaire shall transport the collected MSW and the collected construction debris or other Nonconforming Wastes to the Transfer Stations. All the Transfer Stations will have a computerized weighbridge and the Concessionaire shall maintain the records of the waste brought by each Project vehicle and shifted to the ISWM site. The Concessionaire shall weigh the MSW using the weighbridges at Transfer Stations and ISWM site.

5.10.6 The Transfer Stations can be increased/ shifted by RMC based on new developments/change in development in the city.

5.10.7 The Concessionaire and RMC shall, within 3 (three) months from the Appointed Date, jointly agree upon a methodology for transportation of MSW by the Concessionaire, as per requirements laid down in Project Information Memorandum and O& M Plan.

5.10.8 In case the MSW collected by the Concessionaire contains Hazardous Waste and/or Bio-medical Waste or is nature of Non Conforming Waste, the Concessionaire shall segregate the same from MSW, and cause the same to be unloaded or disposed off at location(s) mutually agreed between RMC and the Concessionaire for inspection by the TA CUM PMC /Project Engineer/Project Engineer, whereupon the TA CUM PMC / Project Engineer shall inspect and certify whether the particular lot of MSW is unfit for Processing or not. The said location(s) for dumping of Non Conforming Waste will not be counted towards the upper limit of total number of locations for dumping of waste specified in clause 5.10.6. The Concessionaire shall have right to utilize the recyclable waste from MSW collected, as deem fit by it.

5.10.9 The Concessionaire may decline to collect Non Conforming Wastes in excess of 10 (ten) percent of the total MSW for any given day. Such excess Non Conforming Wastes shall be transferred back for disposal by the Concessionaire at location(s) mutually agreed between RMC and the Concessionaire.



*[Signature]*  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

### 5.11 Transportation of MSW and other waste

The concessionaire on any day shall:

- i. transport all waste in accordance with requirements laid down in Project Information Memorandum, MSW Rules 2000, O&M Plan and Good Industry Practices.
- ii. transport all waste collected from door-to-door through small tippers directly to the Transfer Station
- iii. transport all waste from secondary storage points in accordance with the Project Information Memorandum, O&M Plan and Good Industry Practices
- iv. transport all C&D waste to the brick making plant at ISWM facility.
- iv. transport all waste to the ISWM site via transfer station, if required, as per the mapping of the transport route based on O & M plan.
- v. The Concessionaire shall ensure that MSW collected is not burnt, dumped in roads / areas outside the Ranchi Municipal Corporation or transported to any other locations except ISWM Facility.
- vi. The Concessionaire shall ensure that MSW collected from door-to-door and secondary storage points, construction debris are not mixed at any stage of collection or transportation.

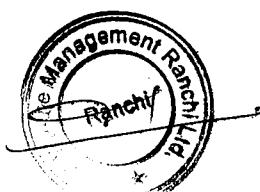
### 5.12 Weighbridge


#### 5.12.1 Installation

- a. The Concessionaire shall, at its cost, install, operate and maintain a weighbridge at the Transfer Stations, which is capable of accurately measuring all types of MSW to enable the Parties to determine all quantities and make all calculations, referred to in this Agreement.
- b. The Concessionaire shall provide data to the RMC on a monthly basis for each of the items referred to in the preceding Clause (a) in a form reasonably acceptable to the Parties.

#### 5.12.2 Accuracy of Weighbridge

- a. The Concessionaire shall, at its cost, ensure that the weighbridge is maintained, operated and inspected in accordance with all Applicable Laws and that it accurately measures and records all types of MSW collected by the Concessionaire
- b. Without limiting to the preceding Clause (a), the Concessionaire shall ensure a calibration test of the weighbridge at least once every six (6) months and a copy of the calibration test result shall be sent to RMC as soon as possible after the test is carried out.



  
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c. The calibration test referred to in the preceding Clause (b) shall be carried out after giving a reasonable opportunity to RMC.

#### 5.12.3 Audit

a. The Transaction Advisor Cum Project Management Consultant / Project Engineer /RMC may conduct or arrange an audit of the weighbridge data and records for the purpose of verifying weighbridge data provided by the Concessionaire.

#### 5.12.4 Adjustment

a. If a calibration test conducted under Clause 5.12.2 or an audit conducted under Clause 5.12.3 shows that the weighbridge has been inaccurately measuring any of the items referred to in Clause 5.12.1, the Parties may issue debit notes or credit notes, as the case may be, for any reasonable adjustments necessary to give effect to the result of the Calibration test or the audit.

b. If it is not possible to accurately determine the date from which the weighbridge began inaccurately measuring any of the items referred to in Clause 5.12.1, the Parties shall assume that the weighbridge had been:

i. accurately measuring the relevant items referred to in Clause 5.12.1 from the date of the last accurate calibration test until the Halfway Point; and

ii. inaccurately measuring the relevant items referred to in Clause 5.12.1 from the day after the Half Way Point until the date of the calibration test that revealed that the weighbridge has been measuring accurately.


c. For the purpose of preceding clause, the term "Half Way Point" means the day which is half way between the date of the last accurate calibration test and the date of the calibration test that revealed that the weighbridge has been measuring inaccurately.

#### 5.13 Weight, Acceptance and Rejection of MSW

5.13.1 The Concessionaire shall weigh the MSW at the Transfer Stations and shall maintain daily records of the same.

5.13.2 In case the MSW collected contains Non Conforming Waste like Hazardous Waste and/or Biomedical Waste, the Concessionaire upon becoming aware of the same shall decline to accept such MSW, and cause the same to be unloaded in "Assigned Place" within Transfer Station for inspection by the TA CUM PMC /Project Engineer, whereupon the TA CUM PMC /Project Engineer shall inspect and certify whether the particular lot of MSW is fit for being accepted by the Concessionaire. In case the TA CUM PMC / Project Engineer certifies that MSW is not fit for acceptance by the Concessionaire, RMC shall remove the same within 2 (two) days from the day of issue of such certificate, at RMC's cost and risk.



  
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5.13.3 The Concessionaire may decline to accept Non Conforming Wastes in excess of 10 (ten) percent of the total MSW collected for any given day.

#### 5.14 Processing of MSW and Sale/Distribution of Compost /Other Products

5.14.1 The Concessionaire shall design, construct, operate and maintain a Compost Plant of 300 TPD capacity as per Project Information Memorandum. All biodegradable waste shall be brought to this plant for processing.

5.14.2 The Concessionaire shall design, construct, operate and maintain a Brick Making Plant for processing of C&D waste. All C&D waste collected from RMC areas shall be brought to this plant for processing.

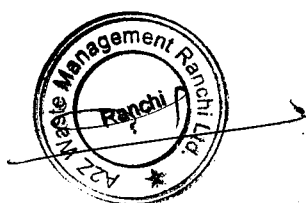
5.14.3 The Concessionaire may adopt any other such processes and methods as it considers necessary or expedient for Processing of MSW and Land Filling at the Project Facilities, in accordance with Municipal Solid Waste (Management and Handling) Rules 2000, Applicable Laws and O&M Plan.

5.14.2 The Concessionaire shall endeavor to carry out Processing of the entire MSW collected and in any case carry out for any given month during the Operations Period, Processing of at least 50% (fifty percent) percent of the quantity of MSW collected during the previous month.

5.14.3 In the event of failure to carryout Processing of the said percentage of MSW, the Concessionaire shall be liable to a penalty for the quantum of waste for which Processing as per Operations Specifications has not been undertaken. The penalty shall be calculated as follows for each month.

<b><math>P2 = WP \times R</math></b>
<b><math>R = 1.5 \text{ TP}</math></b>
Where :
<i>P2 is the Waste Non-processing Penalty in Rupees</i>
<i>WP, is the quantity of MSW the Concessionaire has failed to process in accordance with this Agreement specifically Clause 5.14.2.</i>
<i>R is the rate of penalty</i>
<i>TP is the Tipping Fee Rate in Rupees applicable for the particular period</i>

5.14.4 The Concessionaire shall be free to sell or otherwise dispose of the recyclables, compost or organic manure, energy (power), bricks and/ or other material recovered after Processing the MSW, at the Project Facilities at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate subject to meeting the O&M Plan.



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### 5.15 Sanitary Land Filling

5.15.1 The Concessionaire shall carry out Sanitary Land Filling, including carrying out of relevant Tests, maintenance of records and ensure certification by TA CUM PMC / Project Engineer, in accordance with O&M Plan. The Concessionaire shall weigh the Landfillable Waste prior to disposal of the same in the Sanitary Landfill, which shall not exceed, unless otherwise agreed by RMC, to monthly quantum of maximum 20% (twenty percent) of the total MSW collected by Concessionaire in the preceding month. However, for arriving at the cap of the quantum of waste to be Land filled, the inert material and Non Confirming Waste collected by the Concessionaire as part of MSW shall not be included. For avoidance of doubt, it is clarified that in exceptional circumstances RMC and the Concessionaire may mutually agree to change above mentioned maximum threshold for Land filling. If the landfill waste disposed off by the Concessionaire exceeds the cap limit mentioned in this Clause then the Concessionaire will be charged a Penalty which shall be calculated as below for each month:

<b>P3 = WLR</b>
<b>R = TP</b>
Where :
<i>P3 is the Waste Landfill Penalty in Rupees</i>
<i>WL, is the quantity of MSW in excess of the cap limit of the quantum of MSW that is permitted to be land filled in accordance with this Clause 5.15.1</i>
<i>R is the rate of penalty</i>
<i>TP is the Tipping Fee Rate in Rupees applicable for the particular period</i>

### 5.16 Disposal of Certain MSW


5.16.1 As provided in Clause 5.13.2, RMC shall promptly divert from the Project Site and dispose of, at no cost to the Concessionaire and at the Concessionaire's request, of the Non Conforming Waste to the Assigned Place.

### 5.17 User Charges

5.17.1 The Concessionaire shall collect user charges from the beneficiaries based on the rates determined by RMC from time to time.

- a) The concessionaire shall during the operational period, collect user charges, on behalf of the ULB as determined by ULB from time to time.
- (i) Maintain and update the existing customer database of houses available with ULB
  - (ii) Issue bills in accordance with the notification issued by the ULB.
  - (iii) Collect the user charges and deposit the same in the Escrow Account specified by ULB on daily basis. All the cheque/demand draft collected shall be in favour of the Escrow Account.



  
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- (iv) Make a list of person, who have not paid the user charges and submit same to the ULB for necessary action atleast on a monthly basis.
- (v) Prepare and maintain appropriate record of user charges collected, deposited, unpaid and submit the same to ULB in the manner and periodicity laid down by the ULB from time to time.
- b) The concessionaire shall ensure minimum collection efficiency of the total amount of user charges billable on a monthly basis at the user charges rates prescribed by ULB in consultation with the concessionaire from time to time as per the threshold limits given in the table below. The user charges billable excludes the specific groups and BPL families.

Operation Period	Threshold limit
1 <sup>st</sup> year	30 % of the total amount of user charges billable on a monthly basis
2 <sup>nd</sup> year	40% of the total amount of user charges billable on a monthly basis
3 <sup>rd</sup> year onward	50% of the total amount of user charges billable on a monthly basis

A case a person persistently default in making the payment of 3 consecutive months, then ULB shall initiate action against defaulters for collection of user charges on its own. In case concessionaire unable to collect the user charges in accordance, the ULB shall withhold such shortfall from tipping fees payable to the concessionaire for particular month. However, the collection of user charges exceed the above threshold limit in future / previous month during concession period, such excess user charges shall be used to make payment to the concessionaire of the withheld amount. In case, the collection efficiency exceed the above threshold limits on cumulative basis till that financial year end, then following incentive shall be payable to the concessionaire. Incentive = 20 % \* ( Total amount collected less amount to be collected as per the threshold limits )

The above incentives shall be calculated on annual basis.

### 5.18 Maintenance and Certification of Records

5.18.1 The Concessionaire shall maintain records of the quantum (measured in metric tonnes) of MSW and other wastes collected, MSW and other waste processed at Composting Facility and deposited at Landfill, duly countersigned by the TA CUM PMC /Project Engineer and provide monthly, quarterly and annual reports of the same to RMC.

### 5.19 Training

5.19.1 In the event of Termination or expiry of the Agreement, the Concessionaire shall make best efforts to provide or cause to be provided such training to the employees of RMC as may be required for RMC to continue to operate and maintain the Project Facilities after the Termination /expiry.



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**Ranchi Municipal Corporation**  
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5.19.2 The training shall be completed prior to the Hand Back of the Project Facilities and shall be for a period not exceeding 3 (three) months. The training plan shall be mutually agreed between the Parties prior to the commencement of training. The cost for training will be borne by the Concessionaire

### **5.20 Management Information System**

The Concessionaire shall establish a Management Information System (MIS) and install appropriate software to maintain records of the Project operations. MIS shall include details of all the information as specified in Project Information Memorandum.

### **5.21 Shareholding**

Successful Bidder, A To Z Infrastructure Limited to hold 100% equity as per the shareholding pattern submitted to RMC at RFQ stage till end of the concession period.

### **5.22 Indemnity by Concessionaire**

The Concessionaire shall indemnify and hold harmless RMC, the TA CUM PMC / Project Engineer and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Concessionaire's negligence or breach in execution of the Construction Works and any activity incidental thereto. RMC shall indemnify Concessionaire for towards expenses incurred for its inability to provide timely data and information available with RMC.

### **5.23 General Obligations**

The Concessionaire shall at its own cost and expense:

- (a) investigate, study, design, construct, operate and maintain the Project Facility in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- (c) comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- (d) ensure and procure that each Project Agreement contains provisions that would entitle RMC or a nominee of RMC to step into the same at RMC's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement ;
- (e) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project ;



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(f) appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;

(g) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies RMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall RMC be treated as employer in this regard;

(h) make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Law and Applicable Permits;

(i) be responsible for all the health, security, environment and safety aspects of the Project Site/ Project Facility, as the case may be, at all times during the Concession Period;

(j) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;

(k) upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of RMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions.

(l) pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period.

(m) make its own arrangements for the engagement of the employees and labour engaged for execution of the Construction Work.

(n) keep on the Project Site two complete sets of this Agreement, Construction Documents, approvals given by the RMC/ TA CUM PMC / Project Engineer and any other communication given or issued under provisions hereof for inspection, verification and use by the RMC/ TA CUM PMC / Project Engineer or any authority authorised by law to inspect the same or any of them.

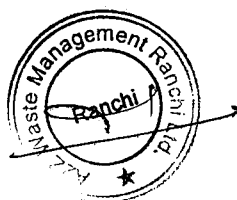
(o) provide and maintain all necessary accommodation and welfare facilities for its staff and labour. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Construction Works

(p) take precautions to ensure the health and safety of its staff and labour.

(q) employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Construction Works. The TA CUM PMC / Project Engineer may require the Concessionaire to remove any person employed on the Project Site or Construction Works, who in the opinion of the TA CUM PMC / Project Engineer:

i. persists in any misconduct,

ii. is incompetent or negligent in the performance of his duties,



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- iii. fails to conform with any provisions of the Agreement, or
- iv. persists in any conduct which is prejudicial to safety, health, or the protection of the environment

The Concessionaire shall in such cases appoint suitable replacement/s.

(r) take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Construction Works against such conduct.

#### **5.24 No Breach of Obligations**

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

- (i) Force Majeure Event, subject to Clause 8.3;
- (ii) RMC Event of Default;
- (iii) Compliance with the instructions of the Transaction Advisor Cum Project Management Consultant /RMC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- (iv) Closure of the Project Facility or part thereof with the approval of RMC.

#### **5.25 Access and Assured Availability of the Project Facilities**

The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to RMC / Person nominated by RMC.

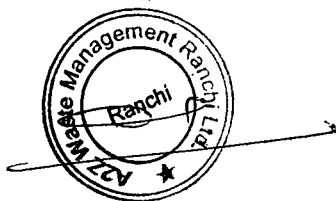
#### **5.26 Expenses Towards Statutory Deposits and Charges**

The Concessionaire shall reimburse to RMC, service charges towards connection of utilities to the Project Facility in the Project Site, other taxes such as property tax, water tax and sewerage charges for the Project Site.

#### **5.27 Erection of Sign Board**

(a) The Concessionaire shall erect a signboard, of a size not less than 2 ft. by 4 ft, adjacent to the main entrance to the Project Site in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the following text in black upper case letters on a white/yellow background:

"This property belongs to the Ranchi Municipal Corporation, Government of Jharkhand and has been handed over to A2Z Infrastructure Ltd for build, operate and transfer Integrated Solid Waste Management system from 29 January, 2011 (Insert the In Appointed Date) to 28 January, 2011 (Insert the Expiry Date)."



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**Ranchi**

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

**RMC's Obligations**

**ARTICLE 6**

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

**6.1 Specific Obligations**

(a) RMC shall handover the possession of the Project Site to the Concessionaire in accordance with the Agreement;

(b) Prior to handover of the Project Site to the Concessionaire, RMC shall remove all encroachments from the Project Site;

(c) RMC shall pay Tipping Fee as per the provisions of the Agreement.

(d) In the event of shifting of transfer station due to urban development issues, RMC shall pay the cost of shifting operations, as certified by the Project Engineer.

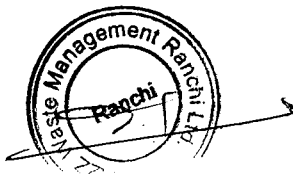
(e) The Capital Support quoted by the Concessionaire as part of its Financial Proposal in the RFP Document and as negotiated shall be disbursed to the Concessionaire in the manner set out in Schedule 2 on achievement of respective Project Milestones following JnNURM guidelines.

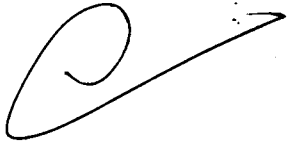
Provided that the Capital Support shall be released only when the Concessionaire submits to RMC, respective bill ('Invoice') for the actual value of the Works executed and Project Assets procured. The Invoice shall be duly certified by the TA CUM PMC certifying therein that the works have been carried out as per the Construction Requirements.

(f) RMC shall pay Tipping Fees to the Concessionaire in accordance with clause 7.2.

(g) RMC shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from RMC under this Agreement, in connection with implementation of the Project and the performance of its obligations.

(h) Provided where authorization for availment of utilities such as power, water, sewerage, telecommunications or any other incidental services/ utilities is required, the same shall be provided by RMC, within 15 days from receipt of request from the Concessionaire to make available such authorization.



  
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**Ranchi**

## 6.2 General Obligations

RMC shall:

(a) upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent facilities/utilities;

(b) assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Site/ Project Facility and implementing this Agreement in accordance with the provisions hereof;

(c) observe and comply with all its obligations set forth in this Agreement.

## 6.3 Monitoring and Assessment

(a) RMC, in consultation with Government of Jharkhand, shall set up a program monitoring mechanism including an Expert Committee comprising of domain experts from government, RMC, public to periodically monitor the project deliverables.

(b) The expert committee would be chaired by Principal Secretary, Urban Development or his nominee, CEO RMC, Government of Jharkhand

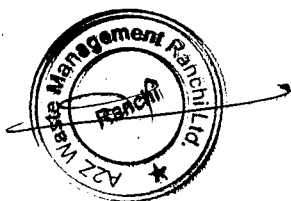
(c) The other members of the expert committee would be as under:

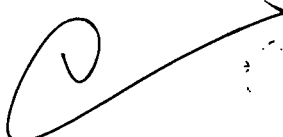
- i. Representative of RMC not below the rank of CEO
- ii. Municipal Health Officer
- iii. Representative from public group

(d) Since the outputs in terms of overall cleanness in the city, frequency of collection and transportation of MSW, treatment of MSW and disposal of MSW in accordance with MSW Rules are the prime deliverables of the entire project, the expert committee would evaluate the efforts and outputs of these activities by the concessionaire.

(e) The expert committee shall submit its report to the government regarding the achievement of projects deliverables with specific recommendation(s) on continuance/discontinuance/restructuring of the project. The findings of the expert committee would be considered to be final and binding.

(f) If the project deliverables are found to be moderate or low, the expert committee would direct RMC to plan corrective action(s) with the concessionaire and implement the same to achieve desired output in thirty (30) days.



  
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(g) The expert committee shall evaluate project deliverables on a three monthly basis based on visit to the facility, review of auditors' reports, reports provided by concessionaire, information received from general public including project stakeholders etc.

(h) The Expert Committee shall monitor the performance of the Concessionaire based on the requirements laid down in Project Information Memorandum and *Handbook on Service Level Benchmarking*, published by Ministry of Urban Development, Government of India available on [www.urbanindia.nic.in](http://www.urbanindia.nic.in)) or any amendments from time to time.

RMC shall facilitate the expert committee in information gathering, conducting facility visit, meetings, interviews etc.

<b>Capital Grant and Tipping Fees</b>	<b>ARTICLE 7</b>
---------------------------------------	------------------

#### 7.1 Capital Grant

(a) Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, RMC agrees and undertakes to pay to Concessionaire, the Capital Grant quoted by the Concessionaire in the RFP Document as part of its Financial Proposal or the negotiated amount at the time of selection, whichever is less, in accordance with the Project Milestones set out in Schedule 2.

(b) The Capital Grant would be paid to the Concessionaire after receiving the utilization certificate duly approved by the RMC and as per JNNURM process of payment.

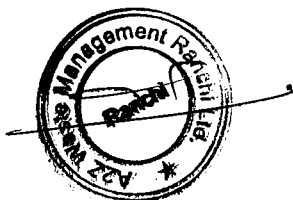
(c) Capital grant shall not be made available for i) Compost Plant, and ii) Brick making Plant. (iii) Contingencies.

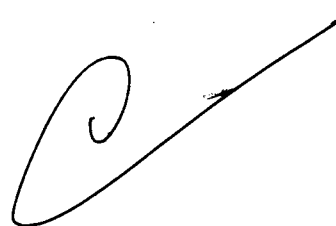
(d) The grants will be released on reimbursement basis (no mobilization advance will be provided) as per the milestones decided on mutual agreement at Concession Agreement stage.

#### 7.2 Tipping Fees

7.2.1 Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, RMC agrees and undertakes to pay to Concessionaire, the negotiated Tipping Fee in accordance with Schedule 2 as below.

7.2.2 Payment by RMC to Concessionaire shall be:



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

<b>Tipping Fee = {TP*(WS-NCW-RW)} + (Adjustments as per Clause 5.10.4, 5.14.3 and 5.15.1)</b>
Where,
TP is the Tipping Fee Rate per tonne as applicable for the concerned month
WS is the quantity of Waste Collected in tones in that month
NCW is the quantity of Non Conforming Waste rejected by the Concessionaire (in excess of 10 (ten) percent of total MSW supplied) in that month,
Non Conforming Waste includes: i. Industrial Waste ii. Radio Active waste iii. Bio medical waste iv Effluents requiring treatment
RW is the quantity of waste other than Non Conforming Waste rejected by Transaction Advisor Cum Project Management Consultant / Project Engineer in that month
For eg. If RMC or its nominee receives 12% of non conforming waste then Tipping fee will be estimated as Tipping fee = {TP*(WS-2% of NCW -RW)}

### 7.3 Mechanism of Payment

7.3.1 RMC shall, within 15 days from the date of receipt of the Tipping Fee Statement, Pay to the concessionaire, Tipping Fee quoted by the Concessionaire in the RFP Document as part of its Financial Proposal and in accordance with Schedule 2 and as stated in the Tipping Fee Statement,

7.3.2 The Tipping Fee Statement shall be verified and approved by the TA CUM PMC/ Project Engineer before it is being sent to RMC.

7.3.3 RMC shall before releasing the payment to the Concessionaire, deduct applicable taxes based on Applicable Laws.

7.3.4 Any delay in making any payment in accordance with the Tipping Fee Statement shall, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount on tipping fees shall be 3% plus SBI PLR per annum calculated for the duration of delay.

7.3.5 All payments to the Concessionaire shall be made by way of cheque. All payments to RMC shall be made by way of demand draft in favour of Chief Executive Officer, Ranchi Municipal Corporation payable at Ranchi.

### 7.4 Advertisement / Hoarding Charges

The Concessionaire shall have the right to permit/ allow and charge for advertisement/ hoarding in the Project Facility as per Applicable Laws, provided no such activity shall affect



*[Signature]*  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
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the safe and smooth flow of Project operations or cause any physical damage to the Project Facility.

## 7.5 Change of Scope

RMC may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/ deletion to the works and services in the Project Facility, are beyond the scope of the Project as contemplated by this Agreement ("Change of Scope"), provided such changes do not adversely affect the COD. All such changes shall be made by RMC by an order (the "Change of Scope Order") issued in accordance with the procedure set forth in this Clause.

### 7.5.1 Procedure for Change of Scope

(a) RMC shall whenever it desires provision of addition/ deletion of items of work and services referred to in Clause 7.7 above, issue to the Concessionaire a notice of change of scope (the "Change of Scope Notice").

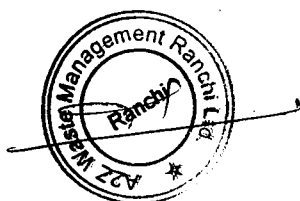
(b) Upon receipt of such Change of Scope Notice, the Concessionaire shall within 15 days provide to RMC and the TA CUM PMC O/ Project Engineer such information as is necessary and reasonable together with preliminary documentation in support of the following:

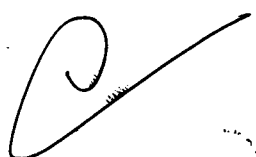
i. the impact, if any, which the Change of Scope is likely to have on the SPCD if the work is required to be carried out before COD, and

ii. the cost to the Concessionaire of complying with such Change of Scope Notice (including, without limitation, material and labor cost information furnished in accordance with the current schedule of rates applicable to the works assigned by RMC to its contractors, including the premium on such rates), the options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof including a detailed breakdown by work classifications.

Provided, however, that the cost of providing such information shall be reimbursed to the Concessionaire by RMC to the extent such costs are certified to be reasonable by the TA CUM PMC / Project Engineer.

(c) If RMC desires, after receipt of information set forth in sub-clause (b) to proceed with the Change of Scope, it shall convey the desired option (with or without modification) to the Concessionaire by issuing a Change of Scope Order within 30 days from the date of recommendation made by TA CUM PMC / Project Engineer and thereupon the Parties shall make good faith efforts to mutually agree upon the costs and time for implementing of the same. Upon reaching an agreement relating to such costs and time, RMC shall issue a written confirmation of the Change of Scope and thereupon the Concessionaire shall proceed with performance of such order. In the event, the Parties are unable to agree, RMC may, by issuing a confirmation in writing of such Change of Scope Order, require the Concessionaire



  
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to proceed with the performance of the Change in Scope Order pending resolution of such dispute.

7.5.2 A Change of Scope Order will be effective and binding upon issuance of a confirmation of such Change of Scope Order by RMC. Notwithstanding a dispute regarding cost and time for implementation of such Change of Scope Order, the Concessionaire shall proceed with the performance of such Change of Scope Order promptly following RMC's confirmation pursuant to Clause 7.7.1(c). Pending resolution of such dispute, RMC shall pay to the Concessionaire, if the Change of Scope Order involves increase in bill of quantities an amount equal to the costs that are certified by the Transaction Advisor Cum Project Management Consultant/ Project Engineer.

7.5.3 All claims by the Concessionaire pursuant to this Clause 7.7 shall be supported by such documentation as is reasonably sufficient for RMC/ TA CUM PMC / Project Engineer to determine the accuracy thereof, including invoices from Contractors and certification of such claims by the Statutory Auditors.

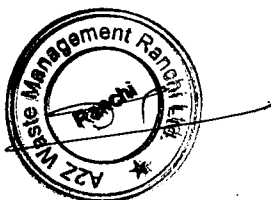
7.5.4 RMC has the right to ask for review of Tipping Fees in case of Change of Scope for the balance concession period.

<b>Force Majeure and Change In Law</b>	<b>ARTICLE 8</b>
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#### **8.1 Force Majeure Event**

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event

- (a) earthquake, flood, inundation and landslide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- (c) fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- (d) acts of terrorism;
- (e) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- (f) action of a Government Agency having Material Adverse Effect including but not limited to



  
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(i) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire's or the Contractor's rights in Contractor's rights under any of the Project Agreements.

(ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and

(iii) any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.

(g) early determination of this Agreement by RMC for reasons of national emergency, national security or the national interest.

(h) any failure or delay of a Contractor caused by any of the events mentioned in (f) and

(g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

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

## **8.2 Obligations of the Parties**

(a) As soon as practicable and in any case within 10(Ten ) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Transaction Advisor Cum Project Management Consultant / Project Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:


(i) the nature and extent of the Force Majeure Event;

(ii) the estimated duration of the Force Majeure Event;

(iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;

(iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and



  
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(v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

(b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 8.2 (a), the Parties along with the Transaction Advisor Cum Project Management Consultant/ Project Engineer, shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:

(i) assess the impact of the underlying Force Majeure Event,

(ii) to determine the likely duration of Force Majeure Event and,

(iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

### **8.3 Performance of Obligations**

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

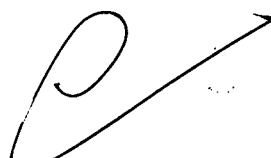
(a) due notice of the Force Majeure Event has been given as required by the preceding Clause 8.2;

(b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

(c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

(d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the TA CUM PMC written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;



  
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(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

(f) any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

#### **8.4 Termination due to Force Majeure Event**

##### **(a) Termination**

(i) If a Force Majeure Event, is an event described under Clauses 8.1(a) to 8.1(e) and 8.1(i), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

(ii) If the Force Majeure Event is an event described in 8.1 (f), 8.1 (g) or 8.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement.

Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 8.1 (f), 8.1 (g) or 8.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement.

Provided further, RMC may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 8.1(f), 8.1(g) or 8.1(h).

##### **(b) Termination Notice**

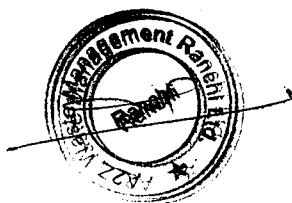
If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 8.4(a) (i) or (a) (ii), it shall issue Termination Notice setting out ;

(i) in sufficient detail the underlying Force Majeure Event;

(ii) the Termination Date which shall be a date occurring not earlier than 60 days after the date of Termination Notice;

(iii) the estimated Termination Payment including the details of computation thereof and;

(iv) any other relevant information.



  
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**Ranchi**

**(c) Obligation of Parties**

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

(i) the Termination Payment, if any, payable by RMC in accordance with the following clause is paid to the Concessionaire on the Termination Date and .

(ii) the Project Facility are handed back to RMC by the Concessionaire on the Termination Date free from all Encumbrance.

**(d) Termination Payment**

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

(i) If Termination is due to a Force Majeure Event, described under Clauses 8.1(a) to 8.1(e), no Termination Payment shall be made by RMC to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.

(ii) If Termination is due to the occurrence of any event described under Clauses 8.1(f) or 8.1(g) or 8.1(h), RMC shall not pay any amount to the Concessionaire.

Provided that the Concessionaire shall pay any amount due to and recoverable by RMC from the Concessionaire as on the Termination Date.

(iii) If Termination is due to the occurrence of any event described under Clause 8.1(i), RMC shall, RMC shall not pay any amount to the Concessionaire.

Provided that the Concessionaire shall pay any amount due to and recoverable by RMC from the Concessionaire as on the Termination Date.

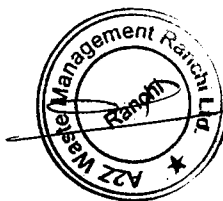
**8.5 Liability for other losses, damages etc.**

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

**8.6 Changes in Law**

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

(i) the enactment of any new Indian law;



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- (ii) the repeal, modification or re-enactment of any existing Indian law;
- (iii) a change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law shall not include:

(i) coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,

(ii) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,

(iii) any change in the rates of the Central Taxes.

(b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a consequence of a Change in Law, the Concessionaire is obliged to incur additional costs, RMC shall subsequently reimburse to the Concessionaire 100% (hundred percent) of such Additional Costs, provided such additional cost is not less than INR 5,00,000 (Rupees Five Lakhs).

(c) Upon occurrence of a Change in Law, the Concessionaire may, notify RMC of the following:

(i) the nature and the impact of Change in Law on the Project

(ii) in sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law

(iii) the measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost

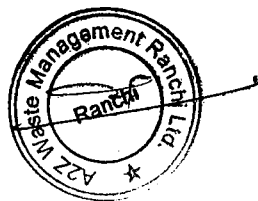
<b>Events of Default and Termination</b>	<b>ARTICLE 9</b>
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### 9.1 Events of Default

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

#### (a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in Clause 5.25:



  
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(i) The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the TA CUM PMC, is likely to delay achievement of COD beyond 90 days of the SPCD or the extended SPCD as may be applicable;

(ii) The Concessionaire has failed to achieve COD within 90 days of the SPCD or extended SPCD for only reasons attributable to concessionaire, for any reason whatsoever;

(iii) At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 60 days of the receipt of notice from RMC;

(iv) The Concessionaire has failed to make any payments due to RMC and more than 120 days have elapsed since such payment became due;

(v) The Concessionaire has collected user charges in excess of the rates prescribed

(vi) The Concessionaire has failed to collect the Minimum Assured Quantity of MSW in accordance with Clause 5.10 for a continuous period of 5 (five) days or an aggregate period of 7 (seven) days in any Month;

(vii) If the difference between the quantum of MSW collected by the Concessionaire as certified by the TA CUM PMC/ Project Engineer and the Minimum Assured Quantity of MSW waste to be collected is less than 10% for three (3) continuous months.

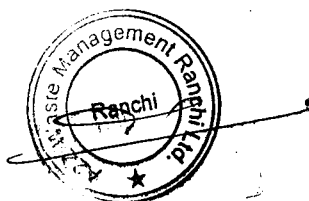
(viii) At any time during the Operations Period the Concessionaire has failed to carry out Processing of at least 50% (fifty percent) of the aggregate waste collected for any month in accordance with Clause 5.14.2 for a continuous period of three (3) months or an aggregate period of 8 (eight) months during the Concession Period.

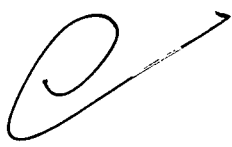
(ix) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days ;

(x) Any representation made or warranty given by the Concessionaire at the time of submission of RFQ, RFP and under this Agreement is found to be false or misleading;

(xi) A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;

(xii) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of RMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;



  
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(xiii) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;

(xiv) The Concessionaire has abandoned the Project Facility;

(xv) The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;

(xvi) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days

(xvii) The Concessionaire has failed to perform/ discharge its obligations under Clause 16 of this Agreement for a continuous period of 24 hours.

(xviii) The Consortium formed for the purpose of the Project is changed by the Concessionaire without the consent of RMC.

**(b) RMC Event of Default**

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

(i) RMC has failed to provide land at the Site to the Concessionaire as per the provisions of Clause 3;

(ii) RMC has failed to make Capital Grant, Tipping Fees or any payments due to the Concessionaire and more than 3 (three) months have elapsed since such default;

(iii) RMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;

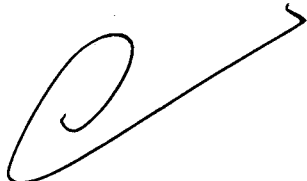
(iv) RMC having executed the same is in breach of any of its obligations there under and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire

(v) RMC has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

(vi) RMC has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;

(vii) Any governmental action not arising out of a breach, default or lapse on the part of the Concessionaire, whereby the Concession/ this Agreement becomes inoperable or unenforceable



  
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by any government agency of the Project/ Project Facilities or any part thereof, thereby causing Material Adverse Effect.

(viii) Any representation made or warranties given by the RMC under this Agreement has been found to be false or misleading.

## **9.2 Termination due to Event of Default**

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

(i) Without prejudice to any other right or remedy which RMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, RMC shall subject to the provisions of the Lenders' Step-in Rights as per Clause 9.5, be entitled to terminate this Agreement in the manner as set out under Clause 9.2(a)(ii) and Clause 9.2(a)(iii).

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

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

(iii) If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days ("Cure Period") to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, RMC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security, if subsisting.

### **(b) Termination for RMC Event of Default**

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

(ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to RMC. Within 30 days of receipt of Preliminary Notice, RMC shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "RMC Proposal to Rectify"). In case of non submission of



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**Ranchi**

RMC Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

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

**(c) Termination Notice**

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

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

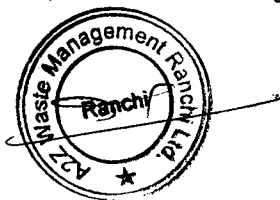
**(d) Obligation of Parties**

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

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- (ii) the termination payment, if any, payable by RMC in accordance with the following Clause (f) is paid to the Concessionaire on the Termination Date and
- (iii) the Project Facility is handed back to RMC by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to RMC.

**(e) Withdrawal of Termination Notice**

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



  
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**(f) Termination Payments on account of RMC Event of Default**

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

- i. If the Termination is prior to achievement of COD then the Termination Payment from RMC shall be equal to the amount, as estimated by the TA CUM PMC, which has already been spent by the Concessionaire for construction / up-gradation of Project Facilities and has not been paid for by RMC as per the Project Milestone based disbursement schedule.
- ii. If the Termination is after achievement of COD then the Termination Payment from RMC shall be equal to Tipping Fee payable by RMC to the Concessionaire for next 3 (three) months assuming .....MT of MSW per day.

**(g) Termination Payments on account of Concessionaire Event of Default**

Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall not be entitled to receive any Termination Payment from RMC. Upon Termination of this Agreement on account of Concessionaire Event of Default, RMC shall be entitled to forfeit the Performance Security.

**9.3 Rights of RMC on Termination**

(a) Upon Termination of this Agreement for any reason whatsoever, RMC shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:

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

**9.4 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this



  
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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.

#### **9.5 Lenders' Step-in Rights**

Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that lenders do not have any Step-in Rights on the Project Assets, Project Facilities, Project , Project Sites , Project Vehicles/ Equipments and other assets created under this agreement

<b>Handback Requirements</b>	<b>ARTICLE 10</b>
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#### **10.1 Ownership**

Without prejudice and subject to the Concession, the ownership of the Project Site, and the Project Facility, including all improvements made therein by the Concessionaire, shall at all times remain that of RMC.

#### **10.2 Obligations of Parties**

##### **(a) Concessionaire's Obligations**

i. The Concessionaire shall on the date of expiry of the Concession Period, hand back vacant and peaceful possession of the Project Site and Project Facility to RMC free of cost and in good operable condition.

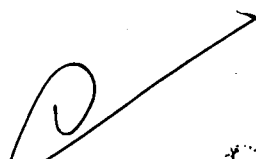
ii. At least 12 months before the expected expiry of the Concession Period a joint inspection of the Project Site and Project Facility shall be undertaken by RMC, Concessionaire and TA CUM PMC . RMC and TA CUM PMC shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Project Facility Handback Requirements"), if any, to be carried out so as to conform to the Construction Requirements and O&M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least 3 months prior to the expected expiry of the Concession Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to RMC.

iii. RMC/ TA CUM PMC shall, within 15 days of the joint inspection undertaken under preceding clause (ii) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to RMC along with the Project Facility.

iv. The Concessionaire hereby acknowledges RMC's rights specified in Clause 9.3 enforceable against it upon Termination and its corresponding obligations arising there from. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

v. At least 24 months prior to the expiry of the Concession Period, the Concessionaire shall, for due performance of its obligations relating to handback of the Project Facility, submit to



  
**Chief Executive Officer**  
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**Ranchi**

RMC a bank guarantee, in the form as set forth in Schedule 9 ("Handback Guarantee"), from a bank acceptable to RMC. The Handback Guarantee shall be kept valid for a period of 30 months for an amount to be decided by RMC/Project Engineer.

### 10.3 RMC's Obligations

RMC shall, subject to RMC's right to deduct amounts towards :

(i) carrying out works/jobs listed under Clause 10.2(a)(ii), which have not been carried out by the Concessionaire,

(ii) purchase of items, which have not been handed back to RMC along with the Project Facility in terms of Clause 10.2(a)(iii), and

(iii) any outstanding dues, which may have accrued in respect of the Project Facility during the Concession Period duly discharge and release to the Concessionaire the Handback Guarantee within 3 months from the expiry of the Concession Period.

Dispute Resolution	ARTICLE 11
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### 11.1 Amicable Resolution

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-clause (b) below.

(b) Either Party may require such Dispute to be referred to the Chief Executive Officer RMC and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 11.2 below.

### 11.2 Arbitration

#### (a) Procedure

Subject to the provisions of Clause 11.1, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its *Draft Concession Agreement* 59 arbitrator. If within 15 days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.



  
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**Ranchi**

**(b) Place of Arbitration**

The place of arbitration shall ordinarily be Ranchi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

**(c) English Language**

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

**(d) Enforcement of Award**

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

**(e) Performance during Arbitration**

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

<b>Representations and Warranties, Disclaimer</b>
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<b>ARTICLE 12</b>
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**12.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to RMC that :

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the



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**Ranchi**

terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

(g) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the RMC of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

(h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

(i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

(j) subject to receipt by the Concessionaire from RMC of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Site/Project Facility shall pass to and vest in RMC on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or RMC;

(k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to RMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.

(m) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Site, and the information provided by RMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that RMC shall not be liable for the same in any manner whatsoever to the Concessionaire.



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

## **12.2 Representations and Warranties of RMC**

RMC represents and warrants to the Concessionaire that:

- (a) RMC has full power and authority to grant the Concession;
- (b) RMC has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes RMC's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) There are no suits or other legal proceedings pending or threatened against in respect of the Project, Project Site or Project Facility.

## **12.3 Obligation to Notify Change**

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

<b>Miscellaneous</b>
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<b>ARTICLE 13</b>
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## **13.1 Assignment and Charges**

- (a) The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of RMC.
- (b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Site/ Project Facility, except with prior consent in writing of RMC, which consent RMC shall be entitled to decline without assigning any reason whatsoever.

## **13.2 Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided the stipulation regarding interest for delayed payments contained in this Clause shall neither be deemed or construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

## **13.3 Governing Law and Jurisdiction**

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



  
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**Ranchi Municipal Corporation**  
**Ranchi**



#### 13.4 Waiver

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

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and

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

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

#### 13.5 Survival

Termination of this Agreement:

(a) shall not relieve the Concessionaire or RMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such Termination or arising out of such Termination.

#### 13.6 Amendments


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

#### 13.7 Notices

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



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**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

**Chief Executive Officer**

Ranchi Municipal Corporation  
Kutchary Road,  
Ranchi - 834001  
(Jharkhand)

**If to the Concessionaire:** The Managing Director, having registered office at 205, Laxman Place- 19, Veer Sarvarkar Block, Shakarpur, Delhi- 110092 and Corporate office at Plot no. 44, Sector- 32 institutional Area Gurgaon- 122001, Haryana be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

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

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

**13.8 Severability**

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

**13.9 No Partnership**

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

**13.10 Language**

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

**13.11 Exclusion of Implied Warranties etc.**

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



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
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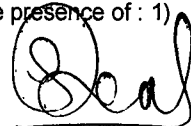
### 13.12 Counterparts

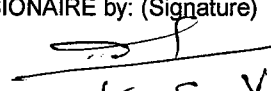

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement. IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED

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

In the presence of: 1)

2)

  
Anvinder Singh  
ward Councillor, ward-3

  
K.S.V. Nair  
 (Anur K. Singh)



  
Chief Executive Officer  
Ranchi Municipal Corporation  
Ranchi

<b>Project Site</b>	<b>SCHEDULE 1</b>
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- (i) Transfer Stations
- (ii) Workshop Site
- (iii) Integrated Solid Waste Management (ISWM)

As per Technical Information Memorandum.

<b>Capital Grant and Tipping Fees</b>	<b>SCHEDULE 2</b>
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### 1. Capital Grant

RMC shall pay the amount of Capital Grant to the Concessionaire on completion of milestones mutually agreed by the Parties herein referred to as the Project Milestone and as certified by the TA CUM PMC.

### 2. Tipping Fee

a. The agreed tipping fee payable to the Concessionaire shall be paid on a monthly basis.

b. TA CUM PMC/ Project Engineer shall inspect and monitor project deliver on continuous basis during the entire Concession Period.

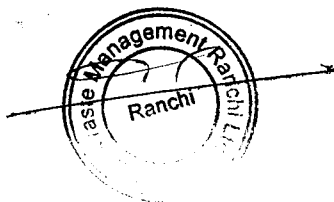
c. TA CUM PMC/ Project Engineer would certify the quantity of waste transported to the sites – transfer stations and then subsequently to Composting, land filling, brick making plant etc. The quantity of recyclable products would be verified at appropriate place.

d. Each and every vehicle used for transportation of waste would be weighed at appropriate weigh bridge to determine the gross weight. The vehicle would again be weighed after emptying the content to arrive at net weight of waste transported.

e. The above activity would be carried out for each and every vehicle. No payment would be made to the Concessionaire if any quantity is not verified by TA CUM PMC/ Project Engineer.

f. The TA CUM PMC / Project Engineer, RMC and the Concessionaire would reconcile the records at the end of each month before arriving at final amount payable.

G RMC may at its own discretion device any other methods for ascertaining waste for payment of tipping fee



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**A. Construction Requirements for Project Facility****1. General**

**1.1** The Concessionaire shall comply with the Construction Requirements set out in this Schedule. In doing so, the Concessionaire shall ensure that the Project Facilities are maintained to the standards and specifications as set out in the Technical Information Memorandum as part of RFP and other relevant standards.

**1.2** The Concessionaire shall take appropriate measures to set up an integrated solid waste management system from awareness campaigning, segregation, collection, transportation, storage, treatment and sanitary land filling of municipal solid waste.

**1.3** The minimum facilities to be provided in the Project Facility which is to be implemented by the Concessionaire as part of the Project shall be as set out in this Schedule.

**1.4** The Concessionaire may adopt alternative designs for the Project Facility in conformity with the Project Information Memorandum, subject to review by the TA CUM PMC/RMC.

**1.5** At least two weeks prior to commencement of design work, the Concessionaire shall finalise a quality assurance plan for the design work ("Quality Assurance Plan").

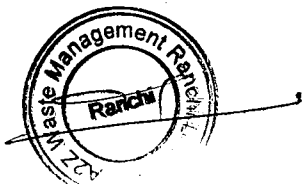
**2. Procedure****2.1 Before Commencement of Construction**

**2.1.1** Prior to commencement of any construction activity, the Concessionaire shall finalise an implementation plan for the Project ("Construction Plan") in consultation with the TA CUM PMC. The Construction Plan shall, inter alia, include:

(i) A detailed schedule of implementation for putting up and operationalising the Project Facilities, and which shall specify major milestones

(ii) The Critical Path Method (CPM)/ Programme Evaluation and Review Technique (PERT) charts or similar activity planning technique/ method for monitoring. This would cover all stages/ aspects of the Project implementation including design and engineering, procurement of materials and equipment, installation, construction and testing

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



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

(iv) A broad method statement for key items setting out the methodology of construction, materials and construction equipment mobilisation/ utilisation plans, broad output calculations and details of the quality assurance and quality control procedures.

(v) Format of the monthly report giving details of the physical progress in implementation of the Project and operations and maintenance activities undertaken (Monthly Progress Report).

2.1.2 Prior to commencement of any construction activity, the Concessionaire shall also finalise in consultation with the RMC/ TA CUM PMC an operations and maintenance plan for the Project during the Construction Period ("O&M Plan – Construction Period") and which shall, inter alia, include the following :

(i) Traffic Management Plan;

(ii) Safety management programme including an Emergency Response Protocol; and

(iii) Environmental Management Plan

2.1.3 The Concessionaire shall, in consultation with the TA CUM PMC workout an appropriate schedule for submission of documents set out in 2.1.1 above to the TA Cum PMC for review.

2.1.4 Prior to commencement of construction of any of the Project Facilities, the Concessionaire shall have:

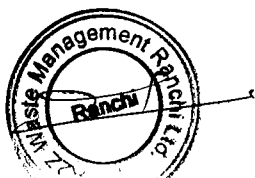
(i) Obtained all such Applicable Permits as are necessary to commence construction of such Project Facilities;

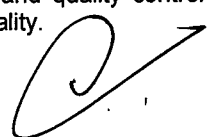
(ii) Finalised Construction Drawings as are necessary and the Construction Schedule in consultation with the TA CUM PMC ;

(iii) Mobilised the requisite resources, personnel and organisation necessary for the same and designated and appointed suitable officers/ representatives as it may deem appropriate with responsibility to supervise implementation of the Project and for exchange of information with the TA CUM PMC and the Government Agency;

(iv) Finalised in consultation with the TA CUM PMC a method statement setting out details of the actual methods that would be adopted by the Concessionaire for the construction of such Project Facilities including details of equipment and machinery that would be used, their locations, and arrangements for conveying and handling materials;

(v) Finalised in consultation with the TA CUM PMC quality assurance and quality control procedures to cover all aspects of the work so as to ensure the desired quality.



  
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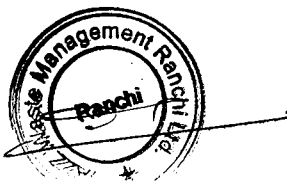
## 2.2 During Construction

### 2.2.1 The Concessionaire shall:

- (i) Strictly follow the guidelines on quality as set out in Technical Information Memorandum and MSW Rules/BIS/NBC/IRC or any other relevant specifications.
- (ii) Ensure that the construction/rehabilitation of the Project Facilities is undertaken with minimal inconvenience to the traffic using the roads surrounding the Project Site.
- (iii) Take the necessary precautions to minimise accidents and respond to Emergency as quickly as possible;
- (iv) Take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third party rights and properties;
- (v) Provide a safe, clear and informative system of road signs in connection with the Project, wherever required;
- (vi) Ensure adequate safety of the personnel deployed at the Project Site which would include measures for the safety such as the provision and maintenance of barricades, traffic signs and illumination during night in consultation with the TA CUM PMC;
- (vii) Be in compliance with the Applicable Laws and Applicable Permits obtained for the Project including the clearances obtained by the Government Agency;
- (viii) Adhere to the Construction Plan and O&M Plan-Construction Period;
- (ix) Deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the TA CUM PMC / the Government Agency.

### 2.2.2 Positions and Levels

- (i) The Concessionaire shall be responsible for :
  - (a) the accurate setting-out in relation to original survey control points, lines and levels of reference provided by RMC;
  - (b) the correctness of the positions, levels, dimensions and alignment of all parts of the works;
  - (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.



  
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**Ranchi Municipal Corporation**  
**Ranchi**

(ii) If, at any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any part of the Construction Works, with respect to those provided by RMC, the Concessionaire, on being asked to do so by the TA CUM PMC/ RM shall at his own cost, rectify such errors to the satisfaction of the TA CUM PMC.

(iii) The checking of any setting-out or of any line or level by the TA CUM PMC shall not in any way relieve the Concessionaire of his responsibility for the accuracy thereof and the Concessionaire shall carefully protect and preserve all benchmarks, sight rails, pegs and other materials used in setting-out the works.

### 2.2.3 Tests

(i) Various quality control tests would be undertaken for the Project as per the standards prescribed by Bureau of Indian Standards and MSW Rules. Where no testing methods are specified by the said standards, details of the tests to be carried out and specifications to be achieved for the respective Project Facilities/Construction Works or part thereof shall be agreed upon with the TA CUM PMC prior to construction;

(ii) Where material properties vary from or comply only marginally with the specifications contained in the Construction Requirements, the TA CUM PMC shall increase the frequency of testing as appropriate at the cost of the Concessionaire.

(iii) The tests would be carried out at a location (place of manufacture, fabrication or preparation, at site or any specialised testing laboratory) that the TA CUM PMC may reasonably require, at the cost and expense of the Concessionaire.

(iv) The Concessionaire shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials, as required by the TA CUM PMC to undertake Tests.

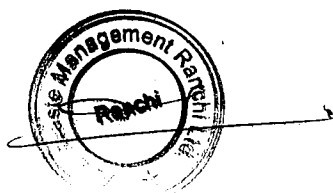
2.2.4 No part of the Construction Works shall be covered up or put out of view before the same has been examined by the TA CUM PMC.

2.2.5 The TA CUM PMC may from time to time require:

(v) removal from the Project Site, within such time as may be specified in its instructions, any material, equipment, machinery or plant which, in its opinion, do not meet the standards specified in the Construction Requirements;

(vi) substitution/ replacement of such improper material, equipment, machinery or plant;

(vii) re-execution, of any or part of the Construction Works which in the opinion of the TA CUM PMC do not meet the standards set out in the Construction Requirements;



  
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**Ranchi**



(viii) the Concessionaire to make boreholes or to carry out exploratory excavation for the Project.

2.2.6 The Concessionaire shall arrange for all the material requirements for the Project and disposal of all material wastes. The Applicable Permits in this regard would have to be obtained by the Concessionaire. All excess and unsuitable excavated materials shall be piled at appropriate dumping places or otherwise disposed of by the Concessionaire in consultation with the TA CUM PMC.

2.2.7 Prior to making the request for the issue of Completion Certificate, the Concessionaire shall submit to the TA CUM PMC/ RMC the following, duly finalised in consultation with the TA CUM PMC:

(i) the Operation and Maintenance Manual for the Project (O&M Manual) setting out in detail the standards, schedules, procedures, type, periodicity and other details of the operation and maintenance activities to be carried out for the Project during the Operations Period so as to meet the O&M Requirements as well as details of the management information system to be incorporated, reports to be submitted and procedure for reviews.

(ii) the Operations & Maintenance Plan (O&M Plan) for the first year of operations.

### **2.3 After Completion of Construction**

Upon completion of construction (including road marking work) but prior to issue of the Completion Certificate, the Project Site shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and an aesthetically pleasing appearance to the satisfaction of the TA CUM PMC.

### **2.4 Reporting Requirements and Documents to be provided**

2.4.1 During the Construction Period, the Concessionaire shall submit to the TA CUM PMC/ RMC, Monthly Progress Report (for each calendar month or part thereof) within 5 working days of the last day of the month. The report shall review the progress made, identify slippages, if any, and project the future activities to be undertaken (including rectifications), operations and maintenance activities undertaken and would, inter alia, include the following:

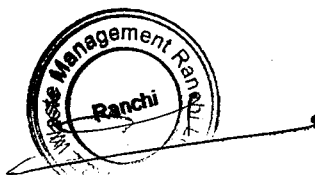
(i) Listing of working drawings/sketches submitted


(ii) Comments of the Transaction Advisor Cum Project Management Consultant, if any on the Concessionaire's Drawings submitted

(iii) Concessionaire's response to the comments on the Concessionaire's Drawings

(iv) Listing of the "As Built" drawings submitted

(v) Progress of pre-construction activities - mobilization of plant and equipment, personnel, site office, utility relocation etc.

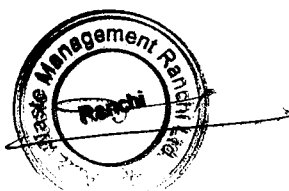


  
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- (vi) Concessionaire's compliance inspection report, if any required
- (vii) Constraints in construction
- (viii) Progress data with "S" curves, if applicable
- (ix) Project data with contract detail and sectional completion details
- (x) Tests carried out, if any, and results thereof
- (xi) Remedial measures taken by the Concessionaire following such tests, where required
- (xii) Traffic management steps taken by the Concessionaire
- (xiii) Review of milestones and reasons for delay, if any
- (xiv) Suspension of construction, if any, its reasons, duration and the steps undertaken to resume construction
- (xv) Change of Scope Notice issued by the Government Agency, if any, and status thereof
- (xvi) All actual or potential deviations from the Construction Plan
- (xvii) Disagreements/ Disputes , if any and proposed measures to be taken
- (xviii) Maintenance activities carried out by the Concessionaire on the existing carriageway
- (xix) Injury to any construction personnel during construction, its severity, cause and remedial measure(s) taken to avoid recurrence
- (xx) Brief report of any accident/incident within the Project Site, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
- (xxi) Traffic detour/diversion for construction - time and duration
- (xxii) Notes of meetings between the Concessionaire, the Transaction Advisor Cum Project Management Consultant and the Government Agency highlighting critical decisions taken or agreements reached. Minutes of the meeting issued by the client shall also be included in the monthly progress reports.

2.4.2 Prior to making the request for the issue of Completion Certificate, the Concessionaire shall submit to RMC the following documents, free of costs:

- (i) Three hardcopies and two copies in electronic form (two Compact Discs) of the "As Built" drawings of the Project - detailed, accurately scaled and sequentially numbered, covering all



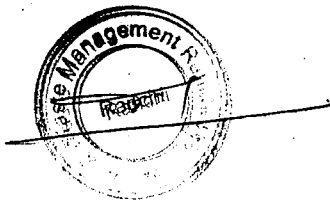
*Chief Executive Officer*  
**Ranchi Municipal Corporation**  
 Ranchi

relevant engineering features, which in relation to structures shall also include cross sections in each drawing;

(ii) copies of all geo-technical and borehole reports obtained by the Concessionaire, if any;

(iii) Three hardcopies and two copies in electronic form (two Compact Disc the Operations and Maintenance Manual.

3. The concessionaire shall provide project facilities as per Project Information Memorandum which shall form part of this Agreement. Details of Construction Requirements are covered under Chapter 2 of this Memorandum.



  
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<b>Technical Specifications of Project Equipments and Project Vehicles</b>	<b>SCHEDULE 4</b>
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As per Technical Specifications laid down in Project Information Memorandum as part of RFP.

<b>Scope of Work of Transaction Advisor Cum Project Management Consultant/ and or / Project Engineer</b>	<b>SCHEDULE 5</b>
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#### **1.0 Role of the Transaction Advisor Cum Project Management Consultant / Project Engineer**

1.1 The TA CUM PMC/ Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the TA CUM PMC / Project Engineer is to:

(i) independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction Requirements and Operation & Maintenance Requirements,

(ii) Certify on a daily basis, the following quantum of MSW:

a. collected by Concessionaire

b. processed at the Waste Processing facility

c. land filled at the Landfill Facility

d. returned from the Project Facility as Non-confirming Waste

(iii) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests,

(iv) assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and

#### **2.0 Scope of Services**

The services to be provided by the TA CUM PMC / Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.



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## 2.1 Implementation Period - Design and Planning

Review of the following submitted by the Concessionaire:

- (i) Quality Assurance Plan;
- (ii) Implementation/ Construction Plan;
- (iii) Drawings
- (iv) O & M Plan – Construction Period;

## 2.2 Implementation Period - Construction

The TA CUM PMC / Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the Construction Requirements. For this purpose the TA CUM PMC/ Project Engineer shall undertake inter alia, the following activities and where appropriate make suitable suggestions:

- (i) monitor the progress in implementation of the Project based on the Implementation/ Construction Plan submitted by the Concessionaire;
- (ii) review and approve the material testing and mix designs results and recommend special tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and /or works and report deficiencies in respect of the same to RMC;
- (iii) review and monitor the quality assurance and quality control procedures followed by the Concessionaire;
- (iv) review the manpower and equipment deployed by the Concessionaire;
- (v) monitor the Construction Works for conformity with the Project Requirements;
- (vi) verify the 'As-Built' drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;
- (vii) review the safety and traffic management measures implemented;
- (viii) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (ix) require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with the Construction Requirements and/or O&M Requirements;



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(x) require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Construction Requirements;

(xi) issue Provisional Certificate and/or Completion Certificate in accordance with the applicable provisions of the Agreement; and

(xii) issue Certificate in accordance with Clause 5.8.2 of this Agreement.

(xiii) review and assist in finalisation of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

### **2.3 Operations Period**

2.3.1 During this period the TA CUM PMC/ Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

(i) review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalising the same;

(ii) monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;

(iii) periodically review the O&M Manual for adequacy;

(iv) inspect the Project Facilities at least once a month and as and when exigencies require to ascertain conformity with Project Requirements;

(v) review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;

(vi) undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/ procedures, where necessary.

2.3.2 The TA CUM PMC / Project Engineer shall certify the quantity of MSW collected, Processed in the Processing Facility and Landfill by the Concessionaire on a daily basis.

2.3.3 In the event of Emergency, the TA CUM PMC/ Project Engineer shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including where necessary decommissioning of any Project Facilities.



  
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## **2.4 Handback of Project Facilities to RMC**

2.4.1 At the time of handing back the Project Facilities to RMC at the end of Concession Period, the TA CUM PMC/ Project Engineer shall :

- (i) monitor and certify compliance with Project Facility Handback Requirements and
- (ii) issue a Certificate of Compliance with Project Facility Handback Requirements to the Concessionaire.

## **2.5 Breach of Obligations**

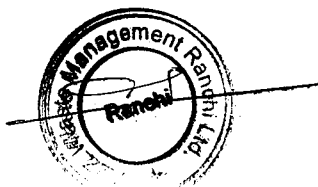
If during the course or upon review / inspection undertaken by the TA CUM PMC/ Project Engineer or otherwise, it transpires that either of the Parties is in breach/ default of its obligations under the Agreement, the TA CUM PMC/ Project Engineer shall, under consultation to the other Party, require the defaulting Party to remedy such breach/ default within such time and in such manner as the TA CUM PMC/ Project Engineer may deem fit and in each case the same shall be recorded.

## **2.6 Meetings, Records and Reporting**

(a) The TA CUM PMC / Project Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

(b) The TA CUM PMC/ Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- (i) Manpower deployed and other organisational arrangements of the TA CUM PMC/ Project Engineer;
- (ii) Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As-Built drawings, schedules, plans and reports;
- (iii) Inspections undertaken and notices/instructions issued to the Concessionaire;
- (iv) Review of compliance with Project Requirements;
- (v) Records of quantities of waste certified daily with respect to door to door collection, Processing and Landfill done by the Concessionaire
- (vi) Tests;



  
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(vii) Change in Law;

(viii) Emergency (including accidents);

(ix) Force Majeure Events;

(x) Breaches and defaults by the Parties;

(xi) Project Facility Handback Requirements; and

(c) The TA CUM PMC/ Project Engineer would be required to submit the following reports to the Parties during the Concession Period :

(i) Implementation / Construction Period

☐ Monthly Progress Report (including details of slippages and remedial measures)

☐ Report on Tests and report on notices Issued

☐ Completion Certificate (including Provisional Certificate)

☐ Report on Project Equipments and Vehicles purchased by the Concessionaire for implementation of the Project.

☐ Any supplemental or special report that may be considered necessary by the TA CUM PMC/ Project Engineer (including Emergency, Force Majeure, and breach of obligations).

☐ Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

(ii) Operations Period

☐ Monthly O&M Report (including details of waste collected, Processed and Landfill)

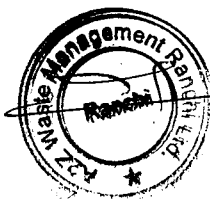
☐ Report on Tests and report on notices Issued

☐ Any supplemental or special report that may be considered necessary by the TA CUM PMC/ Project Engineer (including Emergency, Force Majeure, and breach of obligations)

☐ Annual Review of O&M Manual

☐ Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

(iii) Report on Project Facility Handback Requirements.



  
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(iv) Any other report as may be reasonably required by RMC or as may be necessary to give effect to the provisions of the Agreement.

<b>Operation and Maintenance Requirements</b>
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<b>SCHEDULE 6</b>
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## **2. General**

**2.1** The specifications broadly cover the design, manufacture, inspection, testing, and delivery to Project Site, storing and handling at Project Site, erection, commissioning and carrying out acceptance test of the Project Facility.

**2.2** It is not the intent to specify completely herein, all the details of design and construction of the equipment/ Project Facility. However the Project Facility shall confirm, in all respects, to high standards of engineering, design and workmanship and capable of performing in continuous operations.

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

**2.4** The Concessionaire shall take appropriate measures to minimise traffic disruption on the roads adjoining the Project Site.

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

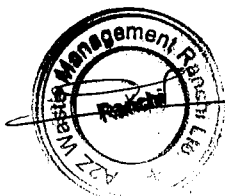
(i) keep the Project Facilities from undue deterioration and wear;

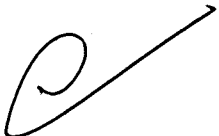
(ii) ensure the safety of personnel deployed for operation & maintenance of facilities like lifts, street lighting, common area lighting etc.

(iii) permit unimpaired performance of statutory duties and functions of any party in relation to the Project.

**2.6** During the Concession Period, the Concessionaire shall ensure that :

(i) Project Facility is kept free from undue deterioration and undue wear;



  
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(ii) applicable and adequate safety measures are taken;

(iii) adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility, due to any of its actions, is minimised;

(iv) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;

(v) disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimised;

(vi) members of the public are treated with due courtesy and consideration by its employees/agents;

(vii) users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimise any adverse consequences by such event or matter;

(viii) a complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facility is duly maintained;

(ix) all materials used in the maintenance, repair and replacement of any of the Project Facility shall meet the Construction Requirements.

(x) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O & M Requirements.

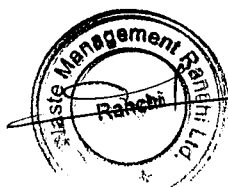
(xi) It will be the responsibility of the Concessionaire to upgrade the ISWM facilities as per the changing requirements of the waste management system. All the expenses incurred in this regard will be borne by the Concessionaire

### **3. Operation and Maintenance Manual and O & M Plans**

**3.1** Prior to the commencement of any construction activity, the Concessionaire, in consultation with the TA CUM PMC, shall finalise the O&M Plan - Construction Period.

**3.2** The O&M Plan for the first year of operations shall inter alia include :

- a. A detailed plan of door to door collection of solid waste from within Municipal area of RMC;
- b. A detailed plan of transporting the waste including the mapping of route.
- c. Maintenance plan of Project Facilities;



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d. Specifications of service level standards including clearance and dumping of all types of waste collected;

e. Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project-related activities. (This would include the designation of suitably qualified personnel for waste collection, transportation of waste and delivery of waste, maintenance of Project Assets, Project Facility Project management and quality assurance plan );

f. Details of the IEC awareness campaign programme;

g. Establishment of suitable complaint redressal system; and

h. A detailed plan for collecting, disposing and weighing the waste;

i. A plan for segregation of waste;

j. A plan for collection of waste generated from street sweeping

k. An operating plan for Treatment Facility

l. An operating plan for Landfill Site

m. Specifications of service level standards including segregation, processing and disposal of waste;

n. Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project-related activities;

o. A broad revenue generation structure of the Project including collection of Tipping fee (if quoted), sale of by products and any other source;

p. Revenue collection plan from the users of the Project Facilities

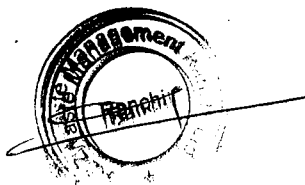
q. Format of the Monthly Project Progress Report giving details of the progress in implementation of the Project ("Monthly Project Progress Report");

r. Environment Management plan; and

s. Quality Assurance plan.

### 3.3 Penalties for non compliance of services levels :

RMC shall levy following penalties on the Concessionaire for non compliance of service levels indicated in the O&M Plan:



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Sr. No.	Service Level Violated	Penalty
1.	MSW not collected for more than 24 hours from any Ward	Rs. 1,00,000 per Ward for every day of default
2.	Overflowing of any secondary storage container for more than 12 hours	Rs. 5000 for every hour per bin
3.	Non collection of street sweeping waste for more than 24 hours	Rs. 5000 for every hour

### 3.4 The O & M Plan shall

- a. Not be inconsistent with the terms and conditions of this Agreement.
- b. contain an obligation on Concessionaire to provide RMC or its nominee with information relating to the delivery of MSW under this Agreement on a daily basis, including information on:
  - i. delivery vehicle identification;
  - ii. weight of loads; and
  - iii. times of delivery
- c. contain an obligation on the Parties to keep necessary records in relation to the delivery of MSW including the information on:
  - i. The weight of MSW received;
  - ii. The numbers of vehicles and their identification;
  - iii. Time of delivery; and,
  - iv. Number of vehicles containing largely Non-Conforming Waste and hence diverted under.
- d. provide that each Party shall have access to and the right to audit the other Party's records as referred to in Clause 5.12.3;
- e. give each Party the right to inspect MSW loads that are declared Non-Conforming and decide on its disposal; and
- f. Contains the methodology of dealing with Non Conforming Waste.

3.5 As provided in Schedule 3, prior to making application for the Completion Certificate for the Project the Concessionaire shall finalise in consultation with the RMC/ TA CUM PMC:

- (i) the O&M Manual for Project Site



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(ii) the O&M Plan for the first year of operations

3.6 Six weeks prior to the anniversary of COD each year, the Concessionaire shall submit an annual O&M Plan for the next year of operations.

#### **4. Maintenance Requirements**

##### **4.1 Maintenance Standards**

4.1.1 During Operations Period, the Project Facility shall be maintained in accordance with the standards ("Maintenance Standards") set out below:

##### **4.2 Routine Maintenance Activities**

4.2.1 In order to ensure smooth and uninterrupted use of the Project Facility during normal operating conditions for all 24 hours of a day, routine maintenance of the Project Facility shall include but not be limited to:

(i) repairs to equipment, pavement, building and other civil works which are part of the Project Facilities;

(ii) replacement of Project Equipment/Vehicles, consumables,

(iii) maintenance of the Project Facilities in accordance with Good Industry Practice;

(iv) removing and disposing of in accordance with all Applicable Laws and Applicable Permits, all rubbish, debris, etc. including any and all equipment, supplies, materials and wastes brought or produced by the Concessionaire/ Contractor;

(v) taking all practical measures to prevent damage to the Project Facilities;


(vi) undertaking maintenance works in accordance with the O & M Plan and O&M Manual;

(vii) preventing, with the assistance of concerned law enforcement agencies/ RMC, where necessary, any unauthorised entry to and exit from and any encroachments on the Project Facilities;

(viii) taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the Project Site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Applicable Permits.

4.2.2 For routine maintenance works of the Project Facility, the Concessionaire shall generally follow the operational and performance criteria specified in the respective MSW Rules, IRC or any other Applicable standards. Where such criteria are not specified in the standards, the Concessionaire, for the purpose of routine maintenance shall set forth such



  
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criteria as to conform to good international standards and Good Industry Practice for sound pavement maintenance practices in consultation with the TA CUM PMC .

4.2.3 The Concessionaire shall regularly carry out the necessary preventive maintenance activities for the Project Facilities to ensure adherence to the Project Requirements throughout the Concession Period.

4.2.4 All maintenance activities shall be planned and coordinated in such a way that the maintenance works shall generally be done during nights and holidays (if unavoidable) so as to cause least disturbance.

#### **4.3 Emergency Maintenance Activities**

4.3.1 The Emergency Response Protocol ("ERP") shall be developed by the Concessionaire in consultation with the local police, hospital/ ambulance services, fire departments and other authorities/support personnel and the TA CUM PMC . This shall be a part of the O&M Manual developed by the Concessionaire.

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

4.3.3 In case of Emergency, the Concessionaire shall

(i) carry out such emergency maintenance and repairs as may be required to rectify the damages, if any, in consultation with the TA CUM PMC and where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible.

(ii) follow the relevant operating procedure specified in the O&M Manual including the setting up of temporary traffic cones and lights as well as the removal of obstruction and debris expeditiously.

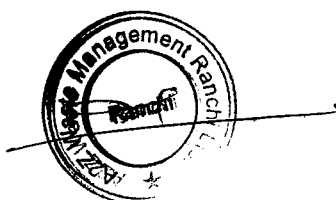
#### **5. Safety**

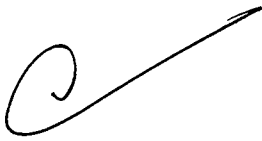
5.1 The Concessionaire shall make provision for round-the-clock security of the Project Facilities.

5.2 The Concessionaire shall implement a Safety Management Programme in line with relevant guidelines and shall form a part of the O&M Manual.

#### **6. Inspections & Frequency**

The Concessionaire shall prepare an inspection programme plan for the Project Facilities for its smooth operations as follows:



  
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## 6.1 Visual Inspection

Visual Inspections are broad general inspections carried out frequently by maintenance engineers having adequate knowledge of solid waste management, building and pavement structures. The purpose of visual inspection is to report fairly obvious deficiencies at the Project Site, which could lead to accidents or maintenance problems. Such inspections should be frequent. The visual inspection may be carried out by visual assessment with careful observation of the specific object/ item of the Project Facilities for identification and for quantification of the deficiencies or damages of the Project Facilities.

## 6.2 Close Inspection

Close inspections may be visual and/or by standard instrumental aids for assessment of defects/ deficiencies of the Project Facility with careful observation of specific element/s. The close inspection would require detailed examination of the specific element of the Project Facility and should cover all the aspects against a checklist. This inspection is to be carried out by the engineer having good knowledge of the specific element to analysis the nature, and extent of defects/ deficiencies, suggest suitable remedial measures to rectify/ remedy them and quantify repair work.

## 6.3 Thorough Inspection

Such an inspection is to be carried out on the basis of comprehensive checklist of items related to the materials, condition and situation of the structure etc. on the Project Site. This inspection is to be carried out by the engineer having good knowledge of the specific element to analysis the nature, and extent of defects/ deficiencies, suggest suitable remedial measures to rectify /remedy them and quantify repair work.

## 6.4 Frequency of Inspections

The type of inspection and related frequency of various items of Project Facility can be decided by the Concessionaire in consultation with the TA CUM PMC if the situation so warrants.

## 7. Reporting Requirements

The reporting and information that generally need to be provided by the Concessionaire are given below. The Requirements given below are indicative of the type of information to be provided. The format of such reports, recording requirements, software standards and number of copies required would be finalised in consultation with the TA CUM PMC. All reports and records shall be in the English language.

### 7.1 Inspection Reports and Remedial Measures

The periodicity of inspections for maintenance activities by the Concessionaire shall be set out in the O&M Manual and regular reports on the same shall be sent to the TA CUM PMC.



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Where required, the Concessionaire shall carry out any maintenance, repair or rehabilitation works found necessary as a result of such inspections.

## **7.2 Monthly O & M Report**

During the Operation Period, within 5 days of the end of each calendar month or part thereof, the Concessionaire shall provide to the TA CUM PMC/ Project Engineer /RMC a monthly report (Monthly O&M Report) which shall contain the following minimum information:

- (i) Details of major maintenance undertaken
- (ii) Inspections undertaken by the Concessionaire during the month and action taken/ proposed thereafter;
- (iii) Details of all reports submitted to the TA CUM PMC/ Project Engineer during the month
- (iv) O & M inspection compliance report
- (v) Maintenance activities undertaken during the month ended,
- (vi) Details of any Emergency and action taken

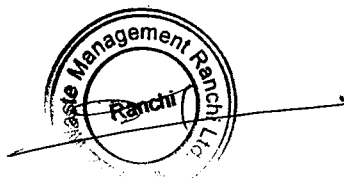
## **7.3 O & M Manual**


7.3.1 The O&M Manual prepared by the Concessionaire in consultation with the TA CUM PMC shall set out the operations and maintenance standards and details of the operations and maintenance activities to be undertaken during the Operations Period; so that the Project Facilities shall at all times conform to the Project Requirements.

7.3.2 The O&M Manual shall have separate sections for operations and maintenance.

7.3.3 The O&M Manual shall include without limitation the following aspects:

- (i) Organisation structure with responsibilities of key personnel;
- (ii) Project Facility Management;
- (iii) Safety Management Programme including the Emergency Response Protocol;
- (iv) Inspection Procedures;
- (v) Maintenance Standards (including Maintenance Intervention Levels);
- (vi) Maintenance Programme;
- (vii) Management information system;



  
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(viii) Report Formats.

#### 8. Miscellaneous

8.1 The Concessionaire shall maintain an inventory of all items comprised in the Project Facilities (the "Inventory"), in a format to be developed in consultation with the TA CUM PMC.

8.2 Throughout the Concession Period the Concessionaire shall keep the Inventory updated to take account of works carried out on and other changes made to the Project Facilities.

8.3 A copy of the Inventory shall be submitted by the Concessionaire to the TA CUM PMC/ Project Engineer within thirty (30) days of receipt of a request for the same.

<b>Performance Security</b>
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<b>SCHEDULE 7</b>
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(Proforma of Bank Guarantee)

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

In Favor of

Ranchi Municipal Corporation, Government of Jharkhand, represented by Chief Executive Officer and having its office at Kutchury Road, Ranchi -834001, Jharkhand hereinafter referred to as "RMC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

#### WHEREAS

A. By the Concession Agreement entered into between RMC and \_\_\_\_\_ (name of the Successful Bidder), having its registered office/ permanent address at \_\_\_\_\_ ("the Concessionaire"), the Concessionaire has been granted the Concession to Build, Operate and Transfer Integrated Solid Waste Management system gram at Ranchi, Jharkhand for a period of 30 years (hereinafter referred to as "the Project").

B. In terms of Clause 5.1 of the Concession Agreement, the Concessionaire is required to furnish to RMC, an unconditional and irrevocable bank guarantee for an amount equal to 5% of the Project Cost as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to Project by the Concessionaire.



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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called "the Concessionaire") of all its obligations relating to the Project and in connection with achieving COD by the Concessionaire in accordance with the Concession Agreement.

3. The Guarantor shall, without demur, pay to RMC sums not exceeding in aggregate Rs. 5% of the Project Cost, within 30 calendar days of receipt of a written demand therefore from RMC stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by RMC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, RMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by RMC or any indulgence shown by RMC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by RMC or any indulgence shown by RMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ 5 unless discharged/ released earlier by RMC in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_.

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

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

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**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

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

SIGNED AND DELIVERED

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

Format for Letter of Authorization

SCHEDULE 8

(To be given on RMC letterhead)

**To Whomsoever It May Concern** This is to confirm that to pursuant to the Concession Agreement dated \_\_\_\_\_, entered into between the RMC and A2Z Ranchi Waste Management Ltd, the Concessionaire has been authorised to build, operate and transfer Integrated Solid Waste Management system at Ranchi in Jharkhand and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,

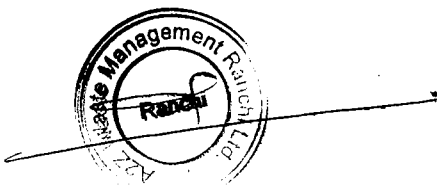
**CEO**  
**Ranchi Municipal Corporation**  
**Kutchary Road, Ranchi-834001**

Handback Guarantee


SCHEDULE 9

(Proforma of Bank Guarantee) FOOTNOTES TO BE ADDED

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



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**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

In favour of

RMC, represented by its \_\_\_\_\_, having its office at \_\_\_\_\_, hereinafter referred to as "RMC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

A. By the Concession Agreement entered into between RMC and \_\_\_\_\_ 6, (name of the Successful Bidder), having its registered office at \_\_\_\_\_ ("the Concessionaire") the Company had been granted the Concession to implement the Project, as defined under the Concession Agreement mentioned hereinabove.

B. In terms of Clause 10.2 as the case may be, of the Concession Agreement, the Concessionaire is required to furnish to RMC, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as security for due and punctual performance/discharge of its obligations under the Concession Agreement, relating to handback of the Project Facility.

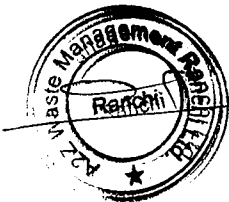
C. At the request of the Concessionaire, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations under the Concession Agreement relating to handback of the Project Facility.

6 In case of Consortium both members would be included as Parties to the Agreement and collectively referred to as 'the Concessionaire/Consortium' as the context may require.  
NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called "the Concessionaire") of all its obligations relating to handback of the Project Facility.

The Guarantor shall, without demur, pay to RMC sums not exceeding in aggregate Rs. \_\_\_\_\_ within \_\_\_\_\_ calendar days of receipt of a written demand therefor from RMC stating that the Concessionaire has failed to meet its performance obligations relating to handback of the Project Facility. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by RMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
**Ranchi**

4. In order to give effect to this Guarantee, RMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by RMC or any indulgence shown by RMC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of its rights by RMC or any indulgence shown by RMC, provided nothing contained here shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ 7 unless discharged/released earlier by RMC in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

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

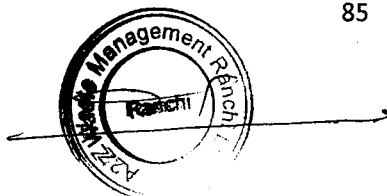
SIGNED AND DELIVERED

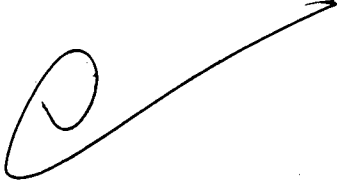
by \_\_\_\_\_ Bank  
by the hand of Shri \_\_\_\_\_  
its \_\_\_\_\_ and authorised official.

User Charges	SCHEDULE 10
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User charges may be prescribed by RMC for the following categories of beneficiaries-

- Households
- Markets – Vegetable markets/shops/malls
- Hotels and Restaurants/banquet halls
- Industries
- Institutions/offices
- Etc.



  
**Chief Executive Officer**  
**Ranchi Municipal Corporation**  
Ranchi



## Financial Proposal



Date: 28<sup>th</sup> January, 2011

To  
Chief Executive Officer  
Ranchi Municipal Corporation  
Kutchury Road,  
Ranchi- 834001

Dear Sir,

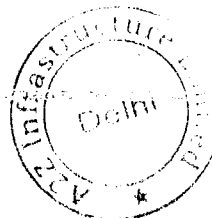
**Re:** Request For Proposal for Development of Integrated Solid Waste Management System for Ranchi Municipal Corporation under JNNURM scheme on Public Private Partnership (PPP) under DBFOT (**Design, Build, Finance, Operation and Transfer**) structure.

We are pleased to submit our revised Financial Proposal for Development of Integrated Solid Waste Management System for Ranchi Municipal Corporation on Public private partnership (PPP) under JNNURM scheme

Table 1

Sr. No.	Description	Amount in Figures	Amount in Words
1.	Capital Grant Required from RMC	Rs 3999 Lakhs	Rupees Three Thousand Nine Hundred & Ninety Nine Lakhs Only

Year	Tipping Fees (Rs in figures)	Tipping (Rs in words)
1	585	Rupees Five hundred Eighty Five Only
2	596.7	Rupees Five hundred Ninety Six Paise Seventy Only
3	608.63	Rupees Six hundred Eight Paise Sixty Three Only
4	620.81	Rupees Six hundred Twenty Paise Eighty One Only
5	633.22	Rupees Six hundred Thirty Three Paise Twenty Two Only
6	645.89	Rupees Six hundred Forty Five Paise Eighty Nine Only
7	658.81	Rupees Six hundred Fifty Eight Paise Eighty One Only
8	671.98	Rupees Six hundred Seventy One Paise Ninety Eight Only
9	685.42	Rupees Six hundred Eighty Five Paise Forty Two Only
10	699.13	Rupees Six hundred Ninety Nine Paise Thirteen Only
11	713.11	Rupees Seven hundred Thirteen Paise Eleven Only
12	727.37	Rupees Seven hundred Twenty Seven Paise Thirty Seven Only



**AZZ Infrastructure Limited**

13	741.92	Rupees Seven hundred Forty One Paise Ninety Two Only
	756.76	Rupees Seven hundred Fifty Six Paise Seventy Six Only
15	771.90	Rupees Seven hundred Seventy One Paise Ninety Only
16	787.33	Rupees Seven hundred Eighty Seven Paise Thirty Three Only
17	803.08	Rupees Eight hundred Three Paise Eight Only
18	819.14	Rupees Eight hundred Nineteen Paise Fourteen Only
19	835.52	Rupees Eight hundred Thirty Five Paise Fifty Two Only
20	852.23	Rupees Eight hundred Fifty Two Paise Twenty Three Only
21	869.28	Rupees Eight hundred Sixty Nine Paise Twenty Eight Only
22	886.66	Rupees Eight hundred Eighty Six Paise Sixty Six Only
23	904.40	Rupees Nine hundred Four Paise Forty Only
24	922.49	Rupees Nine hundred Twenty Two Paise Forty Nine Only
25	940.94	Rupees Nine hundred Forty Paise Ninety Four Only
26	959.75	Rupees Nine hundred Fifty Nine Paise Seventy Five Only
27	978.95	Rupees Nine hundred Seventy Eight Paise Ninety Five Only
28	998.53	Rupees Nine hundred Ninety Eight Paise Fifty Three Only
29	1018.50	Rupees One Thousand Eighteen Paise Fifty Only
30	1038.87	Rupees One Thousand Thirty Eight Paise Eighty Seven Only

The breakup of Capital Grant quoted above is as under:

Table 2

Sr. No.	Project Item	Capital Grant	
		Amount in Figures (Rs in lakhs)	Amount in Words
1	Collection & Transportation Vehicle	2500.00	Rupees Two Thousand Five hundred Lakhs Only
2	Site Development	799.00	Rupees Seven hundred Ninety Nine Lakhs Only
3	Landfill Development(SLF)	700.00	Rupees Seven hundred Lakhs Only
Total		3999.00	Rupees Three Thousand Nine hundred Ninety Nine Lakhs Only

We have reviewed all the terms and conditions of the Request for Proposal (RFP) Document and will undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP Document.

M/s A2Z Infrastructure Limited

(K.S.V. Nair)  
Chief Operating Officer

