

Summary of Major Modifications in Concession Agreement & Annexure

| Clause No./ Title/ Brief Particulars of Clause | Existing Clause in RFQ cum RFP | Proposed Draft Clauses in RFQ cum RFP as per the discussion with MC S.A.S. Nagar (Mohali) |
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| 1. | To identify, in consultation with the Concessioning Authority and Other Cluster ULBs, as the case may be, the location of Secondary Collection Points and to provide suitable type and number of containers/bins at such Secondary Collection Points for storage of segregated MSW and street sweeping & drain de-silting waste | To identify and eliminate the Secondary Collection Points and transporting the MSW, Horticulture waste street sweeping and drain de-silting waste directly into suitable vehicles to the dump site/processing site, as the case may be in consultation with the Concessioning Authority and Other Cluster ULBs |
| 16.3 (b) Equity Lock in Requirements | <p>The minimum aggregate equity shareholding of the Consortium Member (s) (in case of Consortium) other than the Lead Member in the issued and paid up equity capital of the SPC shall be:</p> <p>maintain its respective shareholding commitment, as provided in MOU as a part of its Proposal, during the Construction Period and at least for a period of 2 (two years following the Commercial Operation Date of Processing and Disposal (COD – CTP&D)</p> | <p>The minimum aggregate equity shareholding of the Consortium Member (s) (in case of Consortium) other than the Lead Member in the issued and paid up equity capital of the SPC shall be:</p> <p>as provided in MOU as a part of its Proposal, during the Construction Period and at least for a period of 10 (ten years) following the Commercial Operation Date of Processing and Disposal (COD – CTP&D) and</p> <p>Consortium Member whose “Eligible Experience” (as per serial no. 3, “Eligibility Conditions”) will be considered and evaluated for the purpose of RFQ-cum-RFP, shall subscribe to minimum 26% (twenty six percent) of the paid up and subscribed equity of SPC and such member shall further commit for holding equity share capital not less than 26% (twenty six percent) of the paid up and subscribed equity of SPC, for a minimum period of 5 (five) years from the Commercial Operation Date of Processing and Disposal (COD – CTP&D).</p> |

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| Annexure 4 (c) Format for Memorandum of Understanding | Equity clause related to consortium has been added. | Equity clause related to consortium has been added. |
| Annexure 6 (A) Technical Proposal | Technical Score criteria have been changes | Please refer Annexure 6 (A) of RFQ cum RFP and also attached below for your reference. |

Existing Technical Score Table:

| CRITERIA | MARKS |
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| Bidder's Eligible Experience in MSW sector | 15 Marks |
| Bidder's understanding of the Project concept | 15 Marks |
| Proposed approach & methodology for implementing the Project and Detailed specifications of equipment to be used for this Project. | 20 Marks |
| Details of Professionals | 10 Marks |
| Implementation schedule | 10 Marks |
| Existing tie-ups for marketing of MSW based products inter alia, including compost, RDF, Bio-gas, etc.* | 10 Marks |
| Plan for sustainability of project covering marketing aspects or sale of products | 20 Marks |
| TOTAL | 100 Marks |

Distribution of marks would be as per following table:

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| 3. | Proposed Approach & Methodology for implementing the Project and Detail of Vehicles /Equipment/ Machinery/ Technology to be used for this Project. (30 marks) | |
| (a) | Proposed approach & methodology for design, construction, operation and maintenance of Door to Door Collection, Transportation to Dump site and to Processing and Sanitary landfill Site, Public awareness campaign for effective project implementation. Proposal shall be submitted as per the scope of work / Micro Plan defined in Annexure 3 of Concession Agreement, Marks would be given accordingly. | 15 |
| (b) | Proposed approach & methodology for technology selection, design, construction, operation and maintenance for Processing and Disposals Work including, construction, operation and Maintenance of Processing Facility and Sanitary Landfill Facility/ Disposal Facility. Plan for Sustainability of Project covering marketing aspects or sale of products/ bye-products | 15 |
| 3. | Details of Professionals | 10 |
| 4. | Project Implementation Schedule | |
| (a) | For C&T Operations | 5 |
| (b) | For P&D Operations/ other Project Operations | 5 |
| 5. | Existing tie-ups for marketing of MSW Plants Products, inter alia, including compost, RDF, Bio-gas, electricity, etc.* | 10 |
| | TOTAL | 100 |

* Distribution of marks would be as per following table:

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| <p>B. Marketing of compost during last 2 years from firms own network of marketing arrangement (8Mks)</p> | <p>Firms agreement and sales track record:</p> <p>Sale Volume:</p> <p>i. >10000MT 8</p> <p>ii 5001 to 10000MT 6</p> <p>iii. 2500 to 5000 MT 4</p> <p>iv. <2500 MT 2</p> | <p>8</p> |
| <p>B. Marketing/ Utilization of RDF during last 2 years (8 Mks)</p> | <p>i. >5000MT 8</p> <p>ii 2500 to 4999 MT 6</p> <p>iii. 1000 to 2499 MT 4</p> <p>iv. <1000 MT 2</p> | <p>8</p> |

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| C. Power | Yes (executed Purchase Agreements, copy to attach for claiming marks) | 8 |
| C. Marketing /Utilization of other by-products, inter alia, bio-gas, (2 Mks) | | 2 |
| Sub Total | | 10 |

**** While awarding marks for the number of Eligible Projects, the bidder that has undertaken the highest number of Eligible Projects shall be entitled to the maximum marks for the respective category, as applicable and all other competing bidders shall be entitled to a proportionate marks.**

| Clause No./ Title/ Brief Particulars of Clause | Existing Clause in Draft Concession Agreement | Proposed Draft Clauses in Concession Agreement as per the discussion with MC S.A.S. Nagar (Mohali) |
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| 2.2.1.1 Conditions Precedent for Authority-CT&D (CP-CT&D) Concessioning Authority | a. Approved in consultation with the Concessionaire and /or Independent Expert the and C&T and design and detailed engineering for the Project Facilities for CT&D in accordance with the Provisions of Annexure 19 ,and provided copies thereof to the Concessionaire. | a. Approved in consultation with the Concessionaire and /or Independent Expert the Macro Plan and Micro Plan CT&D and C&T and design and detailed engineering for the Project Facilities for CT&D in accordance with the Provisions of Annexure 19 , and provided copies thereof to the Concessionaire. |
| 2.2.1.2 Conditions Precedent for Concessionaire – CT&D (CP-CT&D Concessionaire) | -n/a | a. Submit the Macro Plan and Micro Plan for CT&D and C&T and design and detail engineering for Project Facilities as given in Annexure-3 and as per the provision of Annexure -19 and obtain the approval from Concession Authority |
| | <p>a. Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent – CT&D relating to it within a period of 60 (Sixty) days from the Appointed Date (the “Compliance Period – CT&D”).</p> <p>b. Each Party shall make all reasonable endovours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent – P&D relating to it within a period of 120 (One Hundred & Twenty) days from the Appointed Date (the “Compliance Period – P&D”).</p> | <p>a. Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent – CT&D relating to it within a period of 90 (Ninty) days from the Appointed Date (the “Compliance Period – CT&D”).</p> <p>b. Each Party shall make all reasonable endovours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent – P&D relating to it within a period of 180 (One Hundred & Eighty) days from the Appointed Date (the “Compliance Period – P&D”).</p> |
| General Obligations of Concessionaire | - | Shall install monitoring control system with the minimum space of 15 feet x 18 feet at the office / any suitable place of Concessioning Authority for the supervision of the operations of C&T. the operation and maintenance would |

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| | | also be taken care by the Concessionaire |
| 11 Additional Obligations of the Concessionaire during CT&D Period and Operations Period | | <ul style="list-style-type: none"> a. The Concessionaire shall dump and maintain the fresh MSW waste to the dumping site designed by Concessioning Authority as per MSW Rules 2000 and Applicable Laws, to avoid any environment hazards till the Processing Facilities get operational. b. The Fresh and Existing MSW, which would be dumped by the Concessionaire, shall be covered with a layer of at least 60 cms. of soil, inert debris or construction material and shrubs/grass will be planted over the piles. To prevent leaching in rainy season, a clay bed of 40 cm thickness shall also be prepared before dumping the garbage at the place of dumping sites. c. The collection of MSW shall be ensured in all the ULBs as per the Annexure 17 and each Secondary Collection Point till the elimination of those points shall be fully cleared at least twice in a day and it shall be ensured that there is no MSW left over. d. The burning of dry MSW or leaves shall not be done. e. The fully covered vehicles shall be used for shifting of Municipal Solid Waste to avoid foul smell and to prevent it from scattering. f. The spray of herbal sanitizer daily on regular basis on the MSW dumped by the Concessionaire shall be done at the dumping sites to prevent any environment hazard and to retard the foul smell. Fogging of malathion shall be done every week at the dumped MSW by the Concessionaire to kill the insects and flies. g. The dumped waste by the Concessionaire shall be covered immediately or at the end of each working day with minimum 10cm of soil, inert debris or construction material till such time waste processing facilities for composting or recycling or energy recovery or any other technology proposed by the Concessionaire are set up as per Solid Waste |

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| | | Management (Management and Handing) Rules, 2000. |
| 1.1 Mechanism of payment during the Concession Period | | The Concessioning Authority (in case of Positive Tipping Fee) or the Concessionaire (in case of Negative Tipping Fee) shall make 50% payment within 14 days of submission of Monthly Fee Statement without any verification and rest of the payment will be made after proper verification within next 14 days in accordance with procedure laid out in Annexure 13 , |
| The Concessionaire Event of Default | | <ul style="list-style-type: none"> a) If the GPS is not installed within 4 months from the commencement of C&T operations as mentioned in Annexure 17 and Annexure 18, there would be only penalty levied till next 60 days and thereafter it shall result in Event of Default. b) With effect from Compliance Date –CT&D, the Concessionaire shall perform as per Annexure 17, 90%-100% Door to Door Collection coverage is required within 6 months from Compliance Date-CT&D. if as per Daily coverage given in Annexure 17 is not completed within 6 months from Compliance Date –CT&D. Penalty would be levied till 9th month from Compliance Date – CT&D, afterwards, it shall result in Event of Default. c) The Concessionaire shall eliminate the Secondary Collection Points as per the Micro Plan approved and the penalties would be lived till the 60th day of the Approved Plan and afterwards it shall result in Event of Default. |

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| | | <p>collection is eliminated in the MSW as per the approved Micro plan for Secondary Collection Points.</p> <p>(b) Shall provide GPS at each and every vehicle used for Secondary Transportation.</p> <p>(c) shall also ensure that waste is not dumped / unloaded at any place other than the one specified by the MC Mohali</p> <p>(d) The minimum no. of vehicles as defined in Micro Plan (A) should be available in MSW supply area and this would be increased in consultation with the Concessioneing Authority, while approving the plan and also be reviewed after every 6 months and shall be increased, if required by the Concessioneing Authority. Concessioneiare shall be under an obligation to increase the resources so as to meet the requirement of project after a review by Concessioneing Authority after every 6 months.</p> <p>(e) Shall adequate and appropriate to provide Litter Bins in MSW Supply Area in consultation with the Concessioneing Authority.</p> <p>(f) Installation of CCTV cameras on the Secondary Collection Points till the points do not get eliminated.</p> <p>(g) shall provide two separate storage containers of biodegradable, non biodegradable waste and street sweeping and drain desilting waste at left out (maximum 10% of total existing points, as approved in Micro plan by the Concessioneing Authority) Secondary Collection Points in MSW supply area.</p> <p>(h) shall provide concrete / pucca structure with roofing, to prevent Vector and bird menace, under and adjoining areas of dustbins at Secondary Collection Points (maximum 10% of total existing points, as approved in Micro plan by the Concessioneing Authority). The boundary of the Secondary Collection Points shall be specified in the plan/ drawings so that these MSW collection points are enclosed properly as per the requirements of MSW Rules-2000 and Good Industry Practices.</p> <p>(i) Secondary Collection Points (maximum 10% of total</p> |
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| | <p>4. 3.4.1 (A) O& M Requirement for Deployment of Personnel at C&T operations was not in the Annexure</p> | <p>existing points, as approved in Micro plan by the Concessioneing Authority), shall be planned and designed in such a way that MSW handling operation are least visible from any road user traveling on the adjoining road. For this purpose, a suitable design/ wall/ enclosed facility shall be constructed /erected so as to create & maintain a good visual aesthetics of the area,</p> <p>(j) The boundary of the Secondary Collection Points shall be specified in the plan/ drawings so that these MSW collection points are enclosed properly as per the requirements of MSW Rules-2000 and Good Industry Practices.</p> <p>(k) Shall provide the minimum vehicles, equipment as per the approved Micro Plan and will increase these numbers in consultation with Municipal Corporation Amritsar. Provisions for additional 10% of vehicle/ equipment shall be made by the Concessionaire for carrying out work appropriately and these are to be deployed for the project as a spare capacity.</p> <p>4. 3.4.1 (A) O& M Requirement for Deployment of Personnel at C&T operations;</p> <p>(a) The attendance of the employees shall be recorded by the biometric machine installed by the Concessionaire in the parking cum workshop facility. The Concessionaire shall register with the Concessioneing Authority all the drivers, assistant and supervisors with the Concessioneing Authority for biometric attendance. In the event of change of any of these staff during the Operation Period, the concessionaire shall maintain a separate register for such record and submit the record of the same to the Concessioneing Authority.</p> <p>(b) ensure that the manpower is deployed as per the Micro Plan approved for the project and keep the daily record of</p> |
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| | <p>5. 3.4.3 (A) O& M Requirement of Public Awareness was not in the Annexure</p> | <p>manpower by installing a Bio-metric device at Workshop cum parking site and available for inspection by Concessioning Authority.</p> <p>5. 3.4.3 (A) O&M requirement of Public Awareness</p> <p>(a) Training programme for Waste Collectors</p> <p>(b) Plays and Road shows They should organize various events and talk about segregation of waste at the household level. These activities help in sending a strong message to community and make them adopt healthy practices on waste segregation .A Nukkar Natak (street play) based on environment issues should also be organized.</p> <p>(c) Nagrik Sabha(Citizens Meet) Nagrik meeting shall be organized. All the ward members shall be invited for the programme. Ward member shall address the people and sharetheir views on cleanliness and sanitation.</p> <p>(d) Apart from this, they may also perform other activities for public awareness.</p> <p>(e) The team shall submit the monthly report covering the events conducted in the cluster before the monthly payments till the 3 years from COD-CT&D.</p> |
| <p>Annexure 5 List of Cluster ULBs and Site Details</p> | <ul style="list-style-type: none"> ▪ Banaur and Kharar Transfer Stations have been proposed due to unavailability of land at Rajpura and Roopnagar | <ul style="list-style-type: none"> ▪ Mohali, Rajpura and Roopnagar Transfer Stations have been proposed. |
| <p>Annexure 6 Defaults during Operation Period</p> | <ul style="list-style-type: none"> ▪ - | <ul style="list-style-type: none"> ▪ Defaults during Operation Period have been deleted and clubbed at Article 9 “ Event of Default & termination” |

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| <p>Annexure 10 Appointment & Scope of Project Engineer</p> | <p>The modifications are given in the next column.</p> | <ol style="list-style-type: none"> 1. Project Engineer shall have a team of Sanitary Inspectors and other supervisory supporting persons (as decided by Commissioner of the Concessioneing Authority) working in various zones for C& T operations 2. Project Engineer shall have a team of Engineers and other supervisory supporting persons (as decided by Commissioner of the Concessioneing Authority) for P&D monitoring and operations. 3. Project Engineer shall have the right to appoint/replace any person from its team with the consent of Commissioner, Municipal Corporation. As per the requirement of the field staff for monitoring C&T operations, Project Engineer may request to Commissioner for appointment of contractual staff. 4. Implementation Period – Collection & Transportation (CT&D or C&T as applicable) <ol style="list-style-type: none"> a. Project Engineer will approve the Micro Plan and Macro Plan for CT&D and C&T in consultation with the Commissioner, Concessioneing Authority. b. Review the performance of Concessioneaire with respect to the O&M requirements and performance parameters and levy the penalties accordingly. c. Project Engineer will monitor the Independent Expert for CT&D or C&T activities, as the case may be and for P&D activities. d. The PE or his authorized representative shall attend regular meetings with the Concessioneing Authority to be held at least once fortnightly during the Implementation Period to report on progress and quality of work performed by Concessioneaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the minutes to each person who attended the meeting. e. The PE or his authorized representative shall |
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| | | <p>prepare and submit to Concessioning Authority, Fortnightly Progress Reports including the following:</p> <ul style="list-style-type: none"> • Progress of works; • Slippages, if any, in the C&T implementation vis-à-vis approved Micro Plan and Macro Plan and the reasons thereof; • Implementation schedule for the succeeding week; • Report on penalties • Report on notices issued • Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same; • Photographic record of progress of works over the previous week , if desired <p>The PE shall provide all other services as normally provided by a Project Coordinator on behalf of Concessioning Authority.</p> |
| Annexure 11 Independent Expert | The Scope of work has changed. | <p>Please refer Annexure 11 in Concession Agreement Annexure.</p> <p><i>In case of non- appointment of Independent Expert due to any reasons, whatsoever may be; all roles, responsibilities, functions and powers defined below shall be undertaken by the Project Engineer except Termination and Determination of Cost and Time (7 & 8 define below). For the avoidance of doubt, it is clarified that the functions defined in Annexure 17 and Annexure 18 shall also be performed by Project Engineer.</i></p> |
| Annexure 13 Calculation and Monthly Fee Statement: (c) Approval of Monthly Fee | Two modifications are done in the existing clause, which are shown in the next column. | <p>50% payment of the Concessionaire will be made within 14 days of submission of Monthly Fee Statement without any verification and rest of the payment will be made after proper verification within next 14 days.</p> <p>If no observations are made by the Project Engineer /</p> |

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| Statement | | Concessioneing Authority, within ten (10) days of receipt of Monthly Fee Statement, the same shall be deemed to be approved by the Concessioneing Authority and the rest 50% payment shall be released accordingly |
| Annexure 17 Performance Parameter | In the earlier agreement, only the Performance Parameters were given. | In the modified agreement attached, along with the Performance Parameter, Monitoring Mechanism is also defined. Please refer Annexure 17 of Concession Agreement Annexure. |
| Annexure 18 Penalties | | Modified Penalties are given below: |

| S.No. | Performance Parameter | Penalties |
|--------------|---|---|
| 1. | Daily Coverage of MSW from the MSW Supply Area. | <p>No penalty would be charged for first 6 months of commencement of Collection & Transportation of MSW by the Concessionaire.</p> <p>After 6 months, the Base figure would be calculated as defined in Annexure-17 and , No penalty would be charged till the difference is 15% and if the difference is more than 15% e.g. from 15% to 16%, then for every 1% increase, 2% will be deducted from Monthly Collection & Transportation Tipping Fee payable to the Concessionaire.</p> |

| 2. | <p>Targets for Door-to-Door Collection coverage Area</p> <table border="1" data-bbox="506 297 1039 862"> <thead> <tr> <th data-bbox="506 297 762 483">Months from Compliance Date CT&D</th> <th data-bbox="762 297 1039 483">Percentage of Waste Generators to be covered in MSW Area</th> </tr> </thead> <tbody> <tr> <td data-bbox="506 483 762 548">3</td> <td data-bbox="762 483 1039 548">25%</td> </tr> <tr> <td data-bbox="506 548 762 613">4</td> <td data-bbox="762 548 1039 613">50%</td> </tr> <tr> <td data-bbox="506 613 762 678">6</td> <td data-bbox="762 613 1039 678">90% -100%</td> </tr> <tr> <td colspan="2" data-bbox="506 678 1039 862">After 6 months, % of waste generators to be covered in MSW Supply Area be inspected on monthly basis during the concession period.</td> </tr> </tbody> </table> | Months from Compliance Date CT&D | Percentage of Waste Generators to be covered in MSW Area | 3 | 25% | 4 | 50% | 6 | 90% -100% | After 6 months, % of waste generators to be covered in MSW Supply Area be inspected on monthly basis during the concession period. | | <p>In case service of door to door MSW collection is not provided to minimum percentage of Waste Generators / Households as per target specified in and as evidenced by appropriate certificates issued by Independent Expert in terms of Annexure 18, for every increase in percentage more than 10% or part thereof, the Concessionaire shall be penalized at the rate of 2% of corresponding monthly fees payable against Collection and Transportation. For example : One ULB have 1,00,000 households to be covered for door to door collection for every 31 days of the month (which means every month 31,00,000 household are to be covered) The Concessionaire is suppose to work all the 31 days covering 31,00,000 household in the month. However due to any reason, Concessionaire is not able to cover 100% of household for particular month than till 10% of no coverage (i.e. 31,00,000 households) Concessionaire will not be penalized. If the percentage further increase from 10% to 11% than for every 1% increase in non-performance the Concessionaire will be penalized by reduction of 2% of the monthly Collection and Transportation Fee payable to Concessionaire.</p> |
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| Months from Compliance Date CT&D | Percentage of Waste Generators to be covered in MSW Area | | | | | | | | | | | |
| 3 | 25% | | | | | | | | | | | |
| 4 | 50% | | | | | | | | | | | |
| 6 | 90% -100% | | | | | | | | | | | |
| After 6 months, % of waste generators to be covered in MSW Supply Area be inspected on monthly basis during the concession period. | | | | | | | | | | | | |
| 3. | <p>Complaint Redressal System:</p> <p>(i) Establishment Period</p> <p>(ii) Functioning of Complaint Redressal System</p> | <p>i. Concessionaire shall be penalized at the rate of 2% of corresponding monthly fees payable against Collection and Transportation for first three months from CO-CT&D, then at the rate of 4% of corresponding monthly fees payable against Collection and Transportation till the time they start operating the Complaint Redressal System.</p> <p>ii. Door to door collection from every unit in the city / zone / ward must be carried out daily for 365 days failing which Rs. 10/- per unit will be imposed as a fine. Only written</p> | | | | | | | | | | |

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| | | <p>complaints from Community will be considered for this purpose. In case of verbal complaint, Zonal officer (Health) of the area along with representative of Concessionaire will verify default.</p> <p>The Concessions Authority shall penalize the Concessionaire towards non-redressal of complaints as per the performance parameter. The penalty for such complaints shall be Rs. 100 per instance.</p> |
| 4. | Weigh Bridge Functioning and Calibration | <ul style="list-style-type: none"> • In the event the Weighbridge is non operational due to some breakdown, Concessions Authority shall provide a list of three weighbridges, located near the project / processing site, from where the concessionaire can weigh the MSW at its own cost, The weighbridges will be approved by the Concessions authority and the weigh slips will be accepted for payments. • If the breakdown happens more than 4 consecutive working days, the concessionaire will be penalized for 2% of the average monthly payment made to concessionaire (as per the applicable site). It shall be the responsibility of the concessionaire to calibrate the weighbridges as per “The Weight & Measure Act” / Legal Metrology Act. |
| 5. | <p>Secondary Collection Points/ Vehicles/ Equipment/ machinery for transportation</p> <p>(a)</p> | <p>(a) In case of non performance of elimination of secondary collection points, for every decrease from target percentage (mentioned month wise) i.e. difference from target exceeds 5% (it is clarified that for penalty will be imposed, if the difference is more than 5%), the Concessionaire shall be penalized at the rate of 2% of</p> |

| S.No | %age of elimination of existing Secondary Collection Points and MSW at those points | No. and location of Secondary Collection Points, which have to be eliminated | Months from commencement of C&T operations. |
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| 1 | 50% | ----- | ----- |
| 2 | 70% | ----- | ----- |
| 3 | 90%- 100% | ----- | ----- |

(ii) Operation and Maintenance and Cleanliness and Hygienic conditions at Secondary Collection Points (if any approved by Concessioneing Authority).

corresponding monthly fees payable against Collection and Transportation. For example : One ULB have 100 Secondary Collections points and max 90 to be eliminated in 12 months. If in the first 6 months Concessionaire is not able to eliminate 50% of the Secondary collection points and eliminate only 44% , then for 5%, he will not be penalized. If the percentage difference further increase from 5% to 6% than for every 1% increase in non-performance the Concessionaire will be penalized by reduction of 2% of the monthly Collection and Transportation Tipping Fee payable to Concessionaire.

(ii) For first 6 months after the commencement of C&T operations, no penalty would be levied,

After 6 months, spilling of garbage at secondary collection point for more than 2 hours (from 5 AM to 9 PM) will be fined at the rate of Rs 1000 per incidence. There will be no fine from 9 PM to 5 AM. Maximum 5000 per day would be charged as a penalty.

Spilling of MSW from running or stationary vehicles will be fined at the rate of Rs 1000 per incident.

Parking of vehicle carrying MSW on road or roadside will be fined at the rate of Rs 1000 per incidence.

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| 6. | Public Awareness | In case of non performance of public awareness team as mentioned in the Scope of Work, Rs.10000 per month would be deducted from the Monthly bill. |
| 7. | GPS | GPS on 100% vehicles have to be installed within four months from commencement of C&T operations. For the first 5% no penalty would be levied, subsequent to that deduction of 10% from the Monthly Tipping Fee would be levied as penalty. |

i. Storage & Transportation of MSW from Transfer Station:

From COD – P&D onwards, the Concessionaire

- The penalty of Rs. 5000 per day would be levied, if the Transfer Station are not cleaned at least once in every day or in 24 hrs of operation.
- MSW shall not be stored more than 7 days on the transfer station, from every 8th the penalty of Rs. 7000 per day would be levied till the day MSW is not transported to the Processing site.