

# GENERAL OPERATING GUIDELINES (THE «DGE»)

ENGLISH VERSION

GLO-DJIGBE INDUSTRIAL ZONE





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# /Préambule

The Republic of Benin has confided the area development and management of the Glo-Djigbe Industrial Zone (GDIZ), along with creation of an industrial eco-system, to the “Société d’Investissement et de Promotion de L’ Industrie – BENIN” (SIPI-BENIN), hereinafter designated « SIPI-BENIN », which is a joint-venture of Arise IIP and “Société des Patrimoines Immobiliers de l’État (SoPIE)” - an investment company fully owned by the Republic of Benin - with 35% equity stake in this joint-venture.

**An investor who has signed an agreement following due process with the SIPI-Benin & Administrative Authority and has been allowed admission to the GDIZ for an authorized operation shall be herein after referred to as « Unit ».**

The Republic of Benin is mindful of socio-economic development of the country as well as improved standard of living and quality of life of the population. To create jobs and increase productivity, Republic of Benin is promoting industries through Decree N° 2020 -062 DU 05 Février 2020, creating Glo-Djigbe Industrial Zone », abbreviated as the « GDIZ » or the « Zone ».

The main objectives of the Glo-Djigbe Industrial Zone are following:

- 1/ Support and facilitate investors to set-up a manufacturing industry/unit to create value added product(s) or to deliver services, aimed at increasing export;**
- 2/ Support manufacturing/production of products which results in reducing Benin’s dependence on imports;**
- 3/ Create enabling infrastructure, to help industrial units in the Zone improve productivity;**

GDIZ has been planned as an ecosystem to support the Industrial Operations with quality infrastructure and facilities which in turn will help achieve the vision and objectives of the country by creating large scale employment and sustainable economic growth of Benin.

In endeavor to ensure smooth operation of the Industrial Zone, SIPI-Benin has put-forth its operational policy, principles, procedures, disciplines and regulations in this manual to be referred as “ General Operating Guidelines also known as Directives Générales d'Exploitation (les « DGE ») in French ” and shall be applicable for the services w.r.t to utilities like Water Supply, Electricity Supply, Sewerage Collection and Disposal, Solid Waste Management, Common Area Maintenance of the Roads, Drainage Networks, street Lights ,Social Amenities, Green & Landscape etc., within the GDIZ.

The provisions of the “General Operating Guidelines also known as Directives Générales d'Exploitation (les « DGE ») in French ” should be read in conjunction with the Cahier-Des-Charges and the construction Lease signed by the Unit with SIPI-Benin and is legally Binding and enforceable. The provisions of this policy document are framed in order to facilitate equal user rights to all Units and ensure hassle-free working environment within the extent of GDIZ.

Units shall undertake all responsibility to maintain the sanctity of the provisions laid in this Policy manual in order to allow GDIZ render smooth and fair services for the benefit and operation of all Units operating in the Zone.

Besides, GDIZ shall develop and offer supporting platforms and related infrastructure such as :

### **/Logistics Zone :**

That will have a relatively comprehensive facility, including infrastructure (for storage and transportation services, facilities), public facilities (for industry and commerce, taxation, customs, commodity inspection, worker facilities, specialised market catering to logistics equipment needs, other service facilities) and related facilities (with in the office, accommodation, catering and other services facilities), fuel station, motels etc.

### **/Truck Terminal:**

The Logistics Zone shall be compulsorily used by port bound trucks to collect the entry permits to the port. SIPI-BENIN shall develop robust system in cooperation with port authorities to allow controlled movement of the port bound trucks through the city. This will ease out traffic congestions from the city roads..

### **/Container Yard:**

‘Container Yard’; ‘Dry Ports’; ‘Inland Container Depots’; ‘Inland Clearance Depots’; ‘Container Freight Station’ are words used almost interchangeably used for the facility to be developed and will be competent in handling of all types of cargo, i.e. containerized, non-containerized break-bulk and bulk cargoes for domestic and international trade. The facility will have both a bonded area as well as a non-bonded area.

### **/Warehouse and Storage Yard**

SIPI-BENIN shall plan and develop a customised storage building-warehouse along with open stock-yards which will enable stockpiling goods, e.g., to build up a full load prior to transport, or hold unloaded goods before further distribution, or store goods like the agro-commodities that will need to be stored on year-round basis to maintain the supply and distribution of the raw materials to the units for un-interrupted industrial operations.

SIPI-BENIN shall be able to develop packaged value-added services along with standard tariffs and implement on pay and use basis for all the users.

### **/Terminal Market**

The Terminal market shall be developed and managed by SIPI-BENIN within the zone to facilitate bulk handling and merchandise of the agro-commodities. This Terminal market shall function within the zone taking the bulk of their produce from the collection centers developed by the SIPI-BENIN upcountry or through first priority raw material allocation to SIPI-BENIN. The key features of the Terminal Market shall be:

SIPI-BENIN shall develop, directly or through sub partners, all the infrastructure required for the smooth functioning of the Terminal Market. SIPI-BENIN shall set-up collection centers with all required infrastructures like warehouse etc. to facilitate easy collection, storage, loading, unloading and transfer of the agro-commodities to the terminal market within the zone;

The guidelines for all such services shall be made available separately to the Units. Besides these, the Management of the Zone shall also develop and manage additional activities that will lead to enhancing industrial support to increase the productivity and competitiveness of the zone.

The Administrative Authority of the Zone shall be competent authority to ensure compliance with the “DGE” to support efficient operations of SIPI-BENIN and ensure harmonious, stable and equitable environment for the units to operate in the Zone in long term interest of the Republic of Benin.

Any legal document signed with any Unit or any Authorized operations within the zone must mention the existence of this document so that they shall refer to it whenever required.



# **/SECTION-1.**

**SHORT TITLE  
COMMENCEMENT**



## Art-1. Purpose and content of Regulations and Applicability

**1.A/** The “General Operating Guidelines (DOG) is an integral part of the construction Lease and the Service Agreement(s) signed between SIPI-Benin and the Unit. This document shall ensure discipline in fulfilment of obligations by the parties. In case of any ambiguity or conflict between the terms of this document and its annexes, the special terms as stipulated under the Construction Lease and the Service Agreement with the Unit shall prevail.

**1.B/** GDIZ is Glo-Djigbe Industrial Zone, an entity created under decree no: 2020 -062 du 05 Fevrier 2020 by the Republic of Benin. Glo-Djigbe Industrial Zone (GDIZ) has been developed under the provisions of the decree and within delimitation of the geographical boundary assigned to the development.

**1.C/** The provision of this document and execution of its obligations should not contravene and cause or justify a breach of a law or regulation, an order, a judgment, an injunction or a decree of any court, any court or any agency, authority or agency of the Beninese Government. Such event shall be treated as an exclusive.

**1.D/** In general, there is no waiver of any kind available to the Unit on the provisions of this policy manual. Any consent to deviate on the part of provisions specifically allowed in particular case in writing by GDIZ, shall not be implied as rights, powers or privileges and shall be in effect to the specific case and the purpose only.

**1.E/** In case of any conflict of the regulations stipulated by the Beninese law with that of these guidelines, Unit shall adhere to the stipulations or parameters in general more stringent of both the regulations.

## Art-2. Date of Enforcement

**2.A/** This Regulation enters into force at the date of 1<sup>st</sup> February 2021.

**2.B/** All previous notification and circulation of letters, documents concerning to the applicable references to specifications or encumbrance of service are repealed as of the date.

## Art-3. Amendments

**3.A/** Amendments to the provisions made under this policy document may be proposed by the GDIZ. They will be subject to the approval of the competent Authority or panel as recognized by GDIZ under the provisions of SEZ law. The new rules and conditions will apply automatically to all Units in retrospect to its date of effectiveness.

## Art-4. Definitions

**4.A/** In this Guideline, unless the content specifically indicates otherwise the meaning of the terms used shall be as per the definitions in Annexure-1: Glossary.

## Art-5. Special Provision

**5.A/** This policy manual, provisions thereunder and any updates will be kept at the disposal of all Units in GDIZ.

**5.B/** This policy document shall be available to the Unit along with the latest amendments at the time of the Signing of the Service Agreement(s) or any opportunity to regularize it. GDIZ also reserves the right to distribute the document in simplified form to the Units.

**5.C/** This policy manual with the latest amendments only shall be referred in case of any dispute between the parties.

## Art-6. Interpretations

**6.A/** In these regulations, the use of the present tense includes the future tense, the masculine gender includes the feminine and neutral genders, the singular number includes the plural number and the plural number includes the singular number. The word "person" includes a corporation as well as an individual; "writing" includes printing and typing and "signature" includes thumb impression of a person unable to sign, provided that his name is written below such impression.

**6.B/** If any question or dispute arises with regard to interpretation of any of these regulations the matter shall be referred to any mutually agreed third party who, after considering the matter and, if necessary, after giving hearing to the parties, shall give a decision on the interpretation of the provisions of these regulations. The decision of the third party on the interpretation of these Regulations shall be final and binding on the concerned party or parties.

**6.C/** Herein this policy manual, "GDIZ" may also be referred more explicitly as the denotation for "GDIZ Authority" or its assigned/authorized representation of an individual, society to perform its responsibility in part or full on its behalf.

**6.D/** Within the limits of the GDIZ as in Art.1B, all provisions laid in this document apply in full to Units, its associates, tenants or its legal heirs (Established by Legal Authorization only) here in shall be referred to as Unit(s).

**6.E/** The Unit shall inherently include its workforce, visitors, associates, vendors etc., to include all directly or indirectly concerned to the Unit.

## **Art-7. Delegation of Powers**

**7.A/** Except where the Director General –GDIZ special permission is expressly stipulated, the powers or functions vested in him by these Regulations may be delegated to GDIZ Officer(s) under his control, subject to his revision if necessary and to such conditions and limitations, if any, as he may prescribe.

## **Art-8. Discretionary Powers**

**8.A/** In conformity with the intent and spirit of these Regulations, the Director General –GDIZ may:

- 1.** decide on matters where it is alleged that there is an error in any order, requirement, decision, determination made by designated Officer of GDIZ under delegation of powers in Regulation or interpretation in the application of these Regulations;
- 2.** Authorize proceedings, reasonably necessary for the public convenience and welfare, even if it is not permitted.
- 3.** In specific cases where a clearly demonstrable hardship is caused, the Director General –GDIZ may for reasons to be recorded in writing, by special permission permit these Regulations to be modified.

## **Art-9. Respect of Laws and Jurisdiction**

**9.A/** Each Party undertakes to comply with all laws and regulation applicable to the execution of the agreement, and to use the facilities and equipment or services or for the purpose in legal compliance to Beninese Law.

**9.B/** Each of the parties may, without prejudice and without compensation to the other party, suspend the execution of the agreement on the assumption that the realization of the benefits from the said agreement is likely to result in the violation of a law or of any other legal provision in force.

**9.C/** The provision and special provisions laid down in this document may be only challenged within the judiciary framework of the Republic of Benin.

**9.D/** Should Republic of Benin court of competent jurisdiction declare any provision of this document ultra vires, then decision shall affect only such provision so declared to be ultra-vires and shall not affect any other part of these regulations.

## **Art-10. Privacy**

**10.A/** The parties undertake to respect the confidentiality of their respective agreements and related special terms of conditions as mutually agreed upon with each other and will not disclose any such information to third parties other than in the manner reasonably required to deal with the authorities in order to obtain the consents or to seek professional advice from their lawyers, accountants or to negotiate with banks provided that all such entities are informed of the confidentiality of the information being shared have to be maintained at all times.



## **/SECTION-2.**

# **BUILDING CONSTRUCTION**



## **/Section-2.1 Building Plan Approval**

**Art-11.** Glo-Djigbe Industrial Zone (GDIZ) is planned on a concept of an integrated city to support the industrial work force with better quality of social infrastructure & support facilities.

**Art-12.** GDIZ notify norms & guidelines for undertaking development & construction works by the Units on their plots.

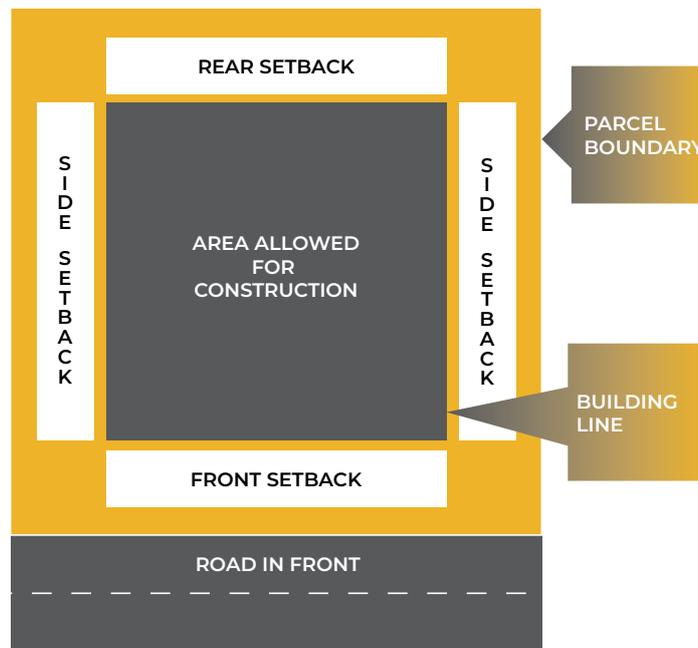
**Art-13.** The guidelines lay down planning, design & building construction principles in this Guideline that shall be binding upon all Units or developers. The Development Guidelines shall all time be observed for maintaining visual harmony as well as maintaining conducive environmental and Quality for people to live & operate within the GDIZ. The Guidelines put-forth essential provisions, to ensure optimum utilization of the infrastructure not to burden at anytime during maintenance and operation of the development besides providing improved streetscape, a controlled urban form and a balanced look.

**Art-14.** The Development Guidelines are framed to keep the sanctity of the Master Plan as developed by the Urban Planners & Designers in line with the standards based on understanding of the best practices across the globe.

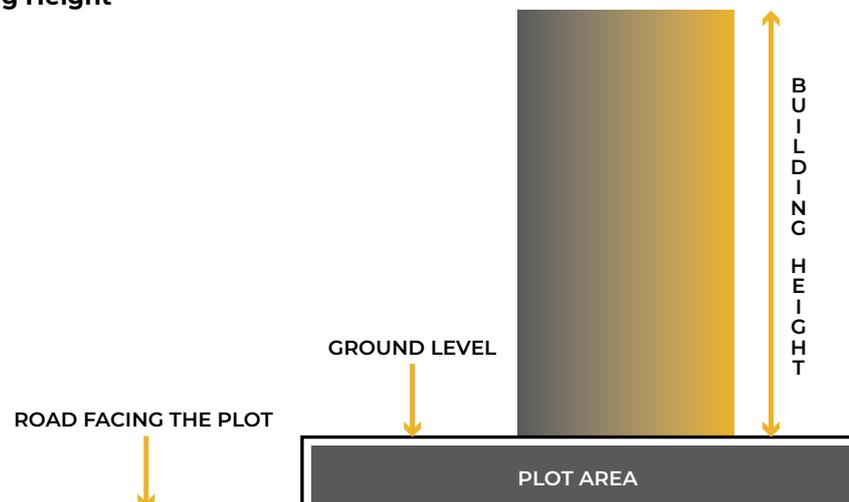
## /Section-2.2 Construction Norms

### Art-15. Description of Terms & Visual Representations

**15.A/ Setbacks:** Setback is the area to be left open between plot boundary and the built structures



### 15.B/ Building Height



### 15.C/ Floor Space Index(FSI) :

- 1. TOTAL PERMISSIBLE BUILT-UP AREA = (FSI) x TOTAL AREA OF THE PLOT**
- 2.** Explanation Note: If the Plot Area is 100 Sq. M. & FSI is 1.5 which means the plot owner shall be able to build/construct total floor area = 150 Sq. M. spread over all the permissible building floors.

## Art-16. Industrial Zone

### 16.A/ Maximum Permissible FSI (Floor Space Index)- 1.0

**16.B/ Maximum Height of the Building:** 15meters for Shed Type structures & 30 meters for other structures. Height of Chimney shall be as per Environment Clearance and special clearance from the Aviation Authority of the state(ANAC).

### 16.C/ Setbacks:

Main Road Facing Plot	Front Setback (Mt)	Rear Setback(Mt)	Side Setback(Mt)
45M	12,0	6,0	6,0
30M	9,0	6,0	6,0
25M	7,5	6,0	4,5
20M	6,0	3,0	3,0

### 16.D/ Green area : Green Provisions in Industrial Zones

N°	
1	5%
2	<p>The Green area is the permanent Landscaped area on ground floor which will be covered with green vegetation. The % Green prescribed above is minimum to be left. In case the Agence Bureau De Environment (ABE) prescribes higher number for any plot, it will have to be complied with.</p> <p>Dedicated service corridors along roads and landscaped medians will be considered as green space. Road shoulders, if not separated by a kerb or a drain, will not be considered as green space.</p>

**16.E/ Minimum Floor Height:** Internal clear height within sheds to be minimum 4.5 meters & all other structures Office Spaces, Utility Buildings, Warehousing & storage etc shall be minimum 2.7 meters, Area under use of Parking should not have clear headroom of less than 2.4 m.

**16.F/ Basement:**

1. A basement restricted to the setback limits will be permitted for services, parking and storage, the same will not be reckoned in FSI.
2. The basement shall not be used for any living or workspace.
3. In case of industrial plots of **0.5 ha and above**, provision of **separate ramps i.e. for entry and exit having a minimum width of 4 meters each** shall be made.
4. In case of plot **less than 0.5 Ha, single ramp with a minimum width of 6 meters shall be provided**. The slope of ramp shall not be steeper than 1:10.
5. Basement (read Trenches) within Industrial sheds are permissible and would be used strictly for maintenance and regular checks.

**16.G/ Parking :**

1. Adequate Open/Covered Parking shall be made within the site/plot for the Vehicles of the owners, staff and visitors.
2. No parking shall be made outside the plot area.

**16.H/ Provision for Transit Quarters**

N°	Plot Area	Room Provision for
1	<1 ha	5 people
2	>1 ha et <5 ha	10 people
3	>5 ha et <10 ha	20 people
4	>10 ha	30 people

**16.I/** The Quarters shall be for the resident workers/supervisors who are responsible for round the clock services/maintenance of machinery & equipment and security for the industrial building.

**16.J/** Prior approval is required from GDIZ before planning for Transit Quarters. Request can be rejected, if GDIZ will assess that the 24X7 presence of a worker is not critical from maintenance and security perspective.

**16.K/** For each person living on site; a minimum living area of 10 sq.m. to be provided.

**16.L/** Regular workers will not be entitled for transit accommodation.

**16.M/** Person below 18 Yrs of age will be permitted to stay in the Transit Quarters.

## Art-17. Commercial Zone

**17.A/** Permissible No. of Floors -1 à 7 (Lift/Fire Norms to be as per applicable law)

**17.B/** Maximum Permissible FSI -1,75

**17.C/** Maximum Height of the Building -30 meters.

### 17.D/ Setbacks

Main Road Facing Plot	Front Setback (Mt)	Rear Setback(Mt)	Side Setback(Mt)
30M	9,0	6,0	6,0
25M	7,5	6,0	4,5
20M	6,0	6,0	4,5

### 17.E/ Green area / General Provisions in Commercial Area

Sl. N°	Area	Percentage
1	All Plot Sizes	5%

**17.F/** Minimum Floor Height: Internal clear height of living spaces shall not be less than 2.7 m.

### 17.G/ Basement:

1. A basement restricted to the setback limits will be permitted for services, parking and storage & Utility Provisions, the same will not be reckoned in FSI.
2. The basement shall not be used for any living or workspace.
3. In case of industrial plots of **0.5 ha and above**, provision of **separate ramps i.e. for entry and exit having a minimum width of 4 meters each** shall be made.
4. In case of plot **less than 0.5 Ha**, **single ramp with a minimum width of 6 meters shall be provided**. The slope of ramp shall not be steeper than 1:10.

**17.H/ Parking :**

1. Adequate Open/Covered Parking shall be made within the site/plot for the Vehicles of the owners, staff and visitors. 2 E.C.S. (equivalent Car Space) per 100 Sq.M. of Built-up Area shall be followed for parking.
2. No parking shall be allowed outside the plot area.
3. Each property shall make sufficient provision of parking as per the use of the building. In case, the GDIZ feels that guideline as mentioned above is not sufficient to meet the parking demand, the customized norms shall be proposed.

**Art-18. Residential Zone-Apartment Buildings****18.A/ Permissible No. of Floors** -1 à 7**18.B/ Maximum Permissible (FSI)** -1,5**18.C/ Maximum Height of the Building** -30 meters**18.D/ Setbacks**

Main Road Facing Plot	Front Setback (Mt)	Rear Setback(Mt)	Side Setback(Mt)
25M	9,0	6,0	6,0
20M	7,5	6,0	6,5

**18. E/ Green Area: General Provisions in Residential Zoness**

SI. N°	Area	Percentage
1	All Plot Sizes	10%

**18.F/ Minimum Floor Height:** Internal clear height of living spaces shall not be less than 2.7 m.

**18.G/ Basement**

1. A basement restricted to the setback limits will be permitted for services, parking and storage & Utility provisions, the same will not be reckoned in FSI.
2. The basement shall not be used for any living or workspace.
3. In case of industrial plots of more than 0.5 Ha, provision of **separate ramps i.e. for entry and exit having a minimum width of 4 meters each** shall be made.
4. In case of plot **less than 0.5 Ha single ramp with a minimum width of 6 meters shall be provided.** The slope of ramp shall not be steeper than 1:8.

**18. H/ Parking**

1. Adequate Open/Covered Parking shall be made within the site/plot for the Vehicles of the owners, staff and visitors. A minimum E.C.S. (equivalent Car Space) of 2 shall be followed for parking (i.e. 2 ECS= 2 car parking space for every 100 sq.m. of usable area).
2. No parking shall be made outside the plot area.

**Art-19. Residential Zone- Houses/Villa****19.A/ Permissible No. of Floors** -1 à 3**19.B/ Maximum Permissible FSI** -1,5**19.C/ Maximum Height of the Building** -15 meters**19.D/ Setbacks**

Main Road Facing Plot	Front Setback (Mt)	Rear Setback(Mt)	Side Setback(Mt)
25M	4,5	3,0	3,0
20M	4,5	3,0	3,0

**19.E/ Green Area**

Sl. N°	Area	Percentage
1	All Plot Sizes	10%

**19.F/ Minimum Floor Height:** Internal clear height of living spaces shall not be less than 2.7 m.

### **19.G/ Basement**

1. A basement restricted to the setback limits will be permitted for services, parking and storage, the same will not be reckoned in FSI.
2. The basement shall not be used for any living or workspace.
3. In case of industrial plots of one acre and above, provision of separate ramps i.e. for entry and exit having a minimum width of 4 meters each shall be made.
4. In case of plot less than one acre, single ramp with a minimum width of 6 meters shall be provided. The slope of ramp shall not be steeper than 1:8.8.

### **19. H/ Parking**

1. Adequate Open/Covered Parking shall be made within the site/plot for the Vehicles of the owners, staff and visitors. A minimum E.C.S. (equivalent Car Space) of 2 shall be followed for parking (i.e. 2 ECS= 2 car parking space for every 100 sq.m. of usable area).
2. No parking shall be made outside the plot area.

## **Art-20. Exclusivity**

**20.A/** These Norms Are Set Up For Architectural And Urban Aesthetics In The Zone. In Case Of Any Ambiguity For Any Particular Plot, GDIZ Reserves The Right To Modify And Propose New Norms.

**20.B/** In case There Is Any Directive From The Government Which Lays Stringent Guidelines For Any Of The Zones Than What Is Recommended By This Document, The Government Guidelines Will Be Valid And Will Be Applicable.

## Art-21. Checklist for Construction and Operation within GDIZ

S. N°	Steps to Operate in GDIZ	Procedure
1	Registration of Land with GDIZ	As per predefined Process
2	Land Handover by GDIZ	Service Agreements for Estate Management Services -To be signed Along with Handing-Over of the Land
3	Request for Approval of Building Plans	Submission of Development Scheme /Phase Plan / Building Plans from GDIZ in Form-I along with the declaration of the Registered Architects with recognized accreditation body
4	Start of Construction	Issue of the Building Permit-Form-5 by GDIZ
5	Request for Connections and Services	Submission of Application -Forms-3 to Form-4
6	Connections for Water Supply, Power Supply, Waste Collection and Discharge of Waste Water in GDIZ Network.	Signing of the Service Agreements- Water Connection; Power Connection; Solid Waste Management; Waste Water - Form-6 to Form-8
7	Commencement of Industrial Operation	Building Completion / Occupancy Certificate by Architect/ NoC of Fire Authority (If Applicable) Declaration to be submitted to GDIZ by the Unit in case of exemptions. Environmental Clearance & Approval from ABE Any other Approvals as deemed appropriate w.r.t to operation of the Unit

## **/SECTION-3.**

### **GENERAL RULES FOR PROVISION OF SERVICES**



## **/Section-3.1 Terms of Reference**

### **Art-22. GDIZ - Rights to Provide Services**

**22.A/** GDIZ shall have the exclusive right to provide services to the Units.

**22.B/** To exercise this right, GDIZ is the sole authority, and reserves the right to manage the resources, and the means of providing services to Units. In particular, GDIZ or its designated authorized operator has the exclusive right to construct, maintain and operate the infrastructure to be used for providing such services within the operational limit of GDIZ.

**22.C/** GDIZ is entitled under all circumstances to make the checks and controls deemed necessary in order to ensure that there is no interconnection or any misuse of the services.

### **Art-23. Delegation of Duties**

**23.A/** GDIZ shall provide Services to Unit upon signing of the Service Agreements with the Unit corresponding to the demand of the services.

**23.B/** Services w.r.t Estate Management Services and Waste Management Services shall be obligatory and binding upon the Units.

**23.C/** GDIZ shall provide independent connections w.r.t provision of Water Supply, Power Supply, Sewer and Drainage, which is in principle, established at the request of the Unit upon submission of an application in desired forms in accordance to Annexure-3 and necessary formalities.

**23.D/** The connections are subject to the necessary payments within stipulated timelines as per Art.28 under the normal condition with no hardships.

**23.E/** GDIZ may suspend its actions until full settlement of outstanding dues or litigation related to previous connections (In case of re-connection or new connection) w.r.t the Unit concerned even for any other plot in the GDIZ is reached.

**23.F/** For an exclusive case, wherein connection requires strengthening of the existing infrastructure with available capacity, GDIZ shall inform the Unit of the lead time and cost. If the request cannot be met in time or conditions of reasonable costs, GDIZ shall notify the Unit of the reasons for the refusal within reasonable time-frame.

**23.G/** In case of the request related to demand for services that require an upgrade, extension or capacity building, GDIZ and the Unit may enter into a special agreement for financing to be borne by the Unit, if it does not want to wait.

**23.H/** For the entire connection up to the metering device including the metering device, GDIZ is the sole authority to handle, repair and or execute modifications even though the connection charges have been paid by the Unit.

**23.I/** GDIZ may not respond to the request of the Unit for reasons that are necessarily not subject to a reasoned written response.

## **Art-24. Consistency of Services**

**24.A/** GDIZ shall implement all means and take all necessary measures to ensure continuous and uninterrupted services for all connections.

**24.B/** GDIZ shall provide quality level of services for all connection needs. However, Services may be suspended temporarily for maintenance, repair, extension or may be due to any other unforeseen reason which warrants working near or on the equipment that require their decommissioning.

**24.C/** GDIZ shall take all possible measures to minimize the number and duration of these interventions and limit the temporary and partial suspension of services to the times and hours during which interruptions are likely to cause the least possible inconvenience to Units GDIZ shall possibly notify Unit of such planned interventions, at least 48 hours in advance.

**24.D/** GDIZ shall not indemnify Unit against its failure to provide connection related services (water, electricity in particular) due to failure of the source/distribution system like for an example failure of the National Network or failure of the supplier or un-natural system failure under any justified conditions including an impact of force majeure.

**24.E/** However, Failure of distribution system because of the improper installations by any Unit within the Zone shall be subjected to penalty and the GDIZ shall not indemnify claim of any other Unit for their incurred losses upon interruption of such services.

## Art-25. System Monitoring

**25.A/** The connection Accessories, metering device and control systems are placed under the protection of Units who is responsible for reporting GDIZ in case of any anomaly. Maintenance/ Rectification, if any required, shall be borne by the Unit.

**25.B/** After metering device, the facilities are exclusively the responsibilities of Unit to operate and maintain as per their requirement within standards and compliances.

**25.C/** Units will facilitate GDIZ for verification and maintenance of meters at all times.

## Art-26. Rights of Equality

**26.A/** GDIZ holds strict equality of treatment for Units, especially with regard to the conditions of supply in accordance to the characteristics of demand specific to the Unit.

## Art-27. Prohibition Bonus

**27.A/** GDIZ will not receive any gratuity in any form whatsoever from Unit or any third party for facilitation of the preferential Services.

## Art-28. Response time for Actions by GDIZ

**28.A/** The GDIZ shall ensure prompt response to Units. The necessary actions shall be completed within stipulated timelines. In principle, the specified duration in the table below begins the day after all the preliminary formalities and necessary payments have been completed by the unit.

1	Response to a connections request requiring the creation of a new connection	15 days
2	Response to an extending or reinforcing study	15 days
3	Creation of a new connection (Depending upon availability of the materials)	30-90 days
	Total removal of an existing connection	20 days
4	Reactivation of an existing connection	20 days

**28.B/** GDIZ shall notify the unit in case of exceptional delay with justified reasoning.

## **Art-29. Applicability of Regulations and Sanction to Connections**

**29.A/** Except for special case and exemption specifically mentioned, the provisions of this document shall apply to all Units under all circumstances and conditions within validity of Services as in Art.30.

**29.B/** GDIZ has the right to cancel services related to Connections in case of any violation w.r.t to rules and regulation specified in this document. The cancellation of the connection(s) may result in immediate termination of one or all services related to Water, Electricity and Sewer as per Art.59.

**29.C/** In particular, GDIZ be allowed after maximum of 7 days-notice to discontinue services to the Unit in case the operation of the equipment installed in the facility of the Unit is found to cause disturbances in the GDIZ Network and System for supply and distribution to which it is connected, and bring discomfort to other Units. In case of serious disturbances, GDIZ may carry a disruption of services without notice.

**29.D/** In case of such in-coherence or disturbing system of the Unit, GDIZ may engage any third party for investigation and checks/validation report for the system installed in the Unit premises. All expenses shall be in principle, the responsibility of the offender. However, GDIZ may bear the expenses in case the report of investigation or test is in favour of the Unit.

**29.E/** GDIZ shall be responsible for the execution of the provisions laid in this document. Violations of the rules and regulations framed in this document may also be observed as case of non-agreement by duly authorized bailiffs for resolution of the conflict.

## **Art-30. Validity of Services**

**30.A/** Upon signing of the Service Agreements and its exclusivity provisions, Services exists for indefinite period. It will continue by tacit agreement until the Unit has caused any reasons for GDIZ 's actions and interventions to terminate the effect in accordance to Art.59.

## **/Section-3.2 Connection and Service Agreements**

### **Art-31. Procedure for Connection**

**31.A/** GDIZ provides connection related Services w.r.t Water Supply, Power Supply, and the Waste Water Disposal upon request by the Unit in pre-defined Application forms in Annexure-4 of this document.

**31.B/** GDIZ examine the application submitted by the Unit and its demand of services in accordance to the infrastructure system of GDIZ respond to Units in accordance to Art.28.

**31.C/** GDIZ presents a cost estimate for connection as per Art.55 to the Unit based on assessment of the services' demand of the Unit and the delivery point. The cost shall be in accordance to the effective rate as on date of considerations.

**31.D/** GDIZ shall complete the Connection at the expense of Units which is payable in advance.

**31.E/** Any cost supplements arising due to the unforeseen circumstances during the process of implementation of connection shall be

- 1.** Subject to payment by the Unit before the Signing of Service Agreements and commissioning of the connection.
- 2.** In case (especially discovery leading to significant increase in the supplementary cost), GDIZ is the sole judge and hence the work may be interrupted or resumed subject to acceptance of the estimate of additional operations and the payment of the estimated amount of such work by the Unit

**31.F/** The Unit shall be responsible for restoration of any possible damage (flooring, seedlings or planting etc) or any structure(s) which suffers that may be caused during the execution of the connection works.

**31.G/** Any case arising for re-connection or resumption of services shall be only subject to the following conditions:

- 1.** Consideration of the severity of the violations with impositions of penalty in accordance to applicable law of the state or specified by GDIZ.
- 2.** Immediate Corrective action by the Unit.
- 3.** Settlement and realization of all applicable penalties, dues and payments.

## Art-32. Signing of Service Agreement and Commissioning

**32.A/** Services are confirmed or more specific, the connection can be commissioned to any Unit only upon the signing of the separate Service Agreement-Water, Electricity, and Sewer & Drainage in accordance to the pre-defined formats in Annexure-3 of this document.

**32.B/** Service Agreements shall include the information related to commitments on consumption/ use besides any other special terms and conditions as might be applicable to Unit specifically assigned by the GDIZ. The special terms and conditions signed by the Unit shall be equally binding upon the Units.

**32.C/** Service Agreements in principle, shall be exclusive and specific to connection including the terms and conditions assigned by GDIZ.

**32.D/** The signing of the Service Agreement in applicable forms in Annexure-3 of this document subject to the following conditions:

- 1.** The Equipment and Installations must be in accordance to the declaration made by the Unit in their application for Connection.
- 2.** All the payments related to Connection Charges, Security Deposits are paid by the Unit.

**32.E/** For each point of delivery, the Unit will have to sign a separate Service Agreement. That is, Separate Connection shall have separate Agreements even concerning to same Unit premises with applicable charges related to connections.

**32.F/** GDIZ shall have exclusive rights to cancel the connection and terminate the Service Agreement in case of deviations or any noticeable impropriety of the system is noticed in the facilities and equipment installed by the Unit that may have potential negative impact on the GDIZ System.

**32.G/** GDIZ may impose charges 'performance of work' on an existing connection, in case of improper functioning of the connection services caused due to interventions by the Unit.

## Art-33. Ownership of Connection

**33.A/** After the implementation, the complete connection system and accessories including the metering device is fully part of the GDIZ. However, the maintenance shall be responsibility of the Unit.

## Art-34. Uniqueness of Connection

**34.A/** In principle, no connections will serve more than one property, unless they belong to the same owner and they have a common boundary.

**34.B/** It is prohibited on any pretext whatsoever for Unit to extend services or make any arrangement to facilitate services to third party.

## Art-35. Multiple Occupants of the Property

**35.A/** Any sub-division of land into multiple owners or Buildings divided into apartments will not be served individually to different owners and will be represented by a trustee of the owners. The trustee is solely responsible for the execution of the terms of the Connections Agreement and the Obligations.

## Art-36. Monitoring and Operation of Connections

**36.A/** GDIZ defines the responsibility for Monitoring, Operation and Maintenance of the connection as per the following:

- 1.** GDIZ shall be responsible for the part of the connection and accessories between the GDIZ-Network upto the Metering Device. All work and interventions on the connection upto the metering device will be executed only by the GDIZ but paid by the Unit.
- 2.** Unit shall be solely responsible of the connection for the supervision, and reporting of all the negative consequences that may result from its location, its existence or operation. Unit will promptly notify the GDIZ any faults or any indication of malfunction that is noticed. But it is prohibited for any person other than GDIZ or those it has specifically mandated to operate the control accessories upto the metering device which is exclusively under the control of GDIZ.

**36.B/** However, need for all repairs or restoration works arising due to disturbance/damage caused due to interventions carried out by the Unit shall be directly chargeable to the Unit.

**36.C/** From the point of delivery (After Metering Device), the Unit may conduct all work on distribution within its property. It should, however, comply with the technical requirements of the supply standards.

## Art-37. Modification or Replacement of Connection

**37.A/** Any form of modification or replacement (resulting due to change in the characteristics of the connection or consumption) of the existing connection shall be executed by the GDIZ at the Unit's expense and shall be treated as new connection with all applicable conditions.

**37.B/** The Unit shall ensure its facilities in compliance to the modified connection before commissioning of the services. GDIZ has the right to suspend the service without prejudice, if the Unit oppose to the necessary work on its facilities.

**37.C/** Unit will pay the expenses due to relocation, modification and replacement works on connections in case of upgrades of connections by GDIZ including the portion on Unit's property upto the metering device.

**37.D/** In the event of change in ownership, the new Unit will have to make an application as in case of a new connection and only after signing the Service Agreement with GDIZ, the new Unit shall be entitled to the services. The new Unit shall be fully liable for payment of the outstanding dues and liabilities of the old connection.

**37.E/** The modification of connections can be

1. By request of the Unit due to technological upgrades or system requirements.
2. Imposed by GDIZ because of the discrepancy between the current connections and the actual consumption of the Unit. This non-compliance can result in the need to perform certain technical modification to the connection (laying provisions for improved connection, replacement of meter adapted to the new needs).

**37.F/** In all cases, the Unit should initiate request to GDIZ for regularization of their connections, adjustment for excess consumption and necessary payment of the work to be done.

**37.G/** In case of consumption increasing beyond 10% of the contract demand on continuous two occasions of billing, GDIZ shall enforce Unit with revision of the contract demand and signing of new service agreement.

## Art-38. Change of Ownership

**38.A/** GDIZ should be notified in case of change in ownership of the Unit with a written request. GDIZ will proceed for termination of the contract after reading the meter at the end of the day to settle the account and hence issuing notification of connections termination.

**38.B/** If a new occupant continues to use the old connection without re-registration of the connection under new name, GDIZ reserves the right to make the new occupant pay all charges relating to the connections treating the existing connection as new.

**38.C/** In case of any change in ownership /Lease the property, of It is mandatory for the new owner of the Unit to a sign new Service Agreement with GDIZ after the settlement of dues against the old connection in the name of previous owner.

## Art-39. Prohibition of Transfer of Services

**39.A/** It is forbidden for the Unit, to allow any sharing of the services with any third party whether free of charge or with charge. In particular, distribute or supply Water or Electricity put at his disposal. In case, such activity comes to notice, the same would be subject to penalty determined by the GDIZ or action may be initiated under Art.59.

## Art-40. Responsibility of the Unit for its Facilities

**40.A/** In general, the Unit must report without delay to the GDIZ, any abnormal situation observed within the Unit's premises related to distribution for discharge of obligations arising from regulatory requirements.

**40.B/** Unit should ensure their installations, equipment be compliant to standards and in synchronous to the system of GDIZ. GDIZ may compulsorily include provisions during the connection for installation of safety devices in order to avoid any operational impact of Unit on GDIZ network and system as per applicable standards.

**40.C/** During Operation, Unit shall maintain equipment, machines or any other electrical installations within reasonable limit of the deviation standards allowable by the accredited bodies and should not in any case affect the GDIZ network.

**40.D/** At any point of time, Unit shall not object GDIZ to conduct inspection of the Unit to check and verify its internal operation and control systems related to its services.

**40.E/** GDIZ may engage services of an accredited body in order to check and verify the system installed by the Unit upon explicit reasoning that the Unit system might disrupt the proper functioning of the GDIZ network. The Unit shall comply with the request of the GDIZ. If the check determines the non-compliance of the Unit, the costs of inspection and services engaged by the GDIZ shall be borne by the Unit.

**40.F/** GDIZ may, without formality, refuse or discontinue the Services if the Unit has not complied with the formal notice within 30 days, or if the accredited body engaged by the GDIZ recognizes the facilities and system set-up by Unit is defective or non-compliant with the standards and regulations and not synchronous with GDIZ.

**40.G/** Responsibility for GDIZ as per Art.23E may be initiated if the GDIZ Network and system suffers failure due to internal installations, caused by the Unit's actions.

**40.H/** Any contravention for the foregoing actions will be right until proven otherwise and deemed to be the fault of the Unit. It will be first of all, considered as the breach, and damages incurred by GDIZ without prejudice shall be restored to their former condition at the expense of the offender Unit.

**40.I/** In case of any detected fraudulence, the Units shall be without prejudice, be penalized by the GDIZ in accordance to Art. 59E and Art.61B notwithstanding to the level of fraud established including to sentences and common law in such matters.

## **Art-41. Closure of the Unit**

**41.A/** If a Unit has closed its operation, his heirs or assigns shall be responsible for all the existing connections and its liabilities in the Unit premises. GDIZ will be notified in the shortest possible time of this event.

**41.B/** Upon being informed, GDIZ may enter into a new service agreement as per Art.38. The new service agreement shall be only after the settlement of outstanding payments and dues by the heirs or assigns. GDIZ has the right to terminate the existing Service Agreement and de-establish the existing connections.

## Art-42. Recovery and Judicial Liquidation

**42.A/** The opening of insolvency proceedings against a Unit do not result in the automatic termination of the connections. It is up to the administrator or empowered representative to inform GDIZ with a month of a notice that it will submit its intention or not to continue the contract. A failure to respond within the prescribed time, the GDIZ will proceed with the termination of the connections.

**42.B/** In such an event, the outstanding payment and dues will be raised by the GDIZ as soon as it has knowledge of the judgment opening the proceedings to establish his statement of claim.

## Art-43. Notice for Cancellation of Connection

**43.A/** The Unit may cancel the connection anytime during the period of services there by providing a written request. For any such action, Unit shall provide GDIZ with sufficient notice period which is as follows:

1. A Minimum of 06 (six) months for HTA Connections.
2. A minimum of 01 (One) month notice for any other type of connection.

**43.B/** The condition shall also apply to Unit decision on changing the connection for its new requirement.

**43.C/** However, termination of agreements shall only be subject to the final settlement shall be only upon payment of all dues as the case may be.

**43.D/** GDIZ reserves the right to cancel connections when its use is noticed in exception to the regulations and start proceedings in accordance to Art.59. Such termination shall be in effect after the Unit fails to respond with compliance report even after one month of notice on the irregularity of the situation.

## **/Section-3.3 Metering and Control System**

### **Art-44. Installation of Meter and its Location**

**44.A/** The Metering and Control System is provided by GDIZ upon the connection.

**44.B/** The characteristic of the Metering System to be installed for the Unit shall be dependent upon the nature of the demand for Services.

**44.C/** The system should be preferably located in easy and accessible location for regular monitoring and maintenance apart from comfortable reading of the consumption.

**44.D/** The place of installation should not be exposed to risk of damage or likely hazards amounting to deterioration of the system besides not being exposed to vibrations which might cause improper functioning of the system.

**44.E/** GDIZ has the right to the suspend the services w.r.t the Connection without notice in case the installation is noticed with potential risk as per previous article. The re-activation of the connection will be made only after normalization of conditions. Unit shall be obliged to pay GDIZ for the relocation of the metering device.

### **Art-45. Replacement of the Meter**

**45.A/** The cost of removal and installation of the new meter shall be borne by the Unit, except when the installation or removal takes place in the context of maintenance to be ensured by the GDIZ.

**45.B/** In case, of such replacement or removal due to un-authorized interventions by Units, the cost shall be recoverable from the Unit

### **Art-46. Sealing of the Meters**

**46.A/** The connection to the metering device will be done by GDIZ. The metering device is sealed which can be broken by GDIZ only in case required.

**46.B/** After the commissioning of a new connection or takeover of an existing connection by a new Unit, the Unit will have a period of 3 days to check the seal and possibly inform the GDIZ any abnormality. Otherwise the existing metering system is deemed to be in proper working condition.

**46.C/** The Unit shall not attempt to make any intervention or tampering on the metering device and the control accessories. Also, the Unit is solely responsible for any such damages noticed.

**46.D/** GDIZ shall have full right without prejudice for immediate suspension of the Services if any breach of the provisions including breaking of the seal is noted. In event of such conditions, action may be initiated as per Art.59 depending upon the severity of the offence. However, the consumption shall be estimated in accordance to Art. 52.

## **Art-47. Meter Data and Accessories**

**47.A/** GDIZ shall ensure the metering system in proper order and consistent to the normal reading of consumption based on the demand of the Unit.

**47.B/** Subsequently, if significant erroneous deviation beyond the allowable tolerance of (+/-) 2% is observed in the consumption reading, the existing meter may be replaced by the GDIZ.

**47.C/** In case of deviation and erroneous meter reading is subject to the in-appropriate device as per the consumption demand given knowingly/unknowingly, the Unit shall be liable towards the compliance and hence agree to the replacement of the metering system. This will be done by the GDIZ at the expense of the Unit.

## **Art-48. Meter Rentals**

**48.A/** The meters are essentially on rent by GDIZ and subject to revision as per discretion of GDIZ. This fee is payable monthly in arrears at the same time the consumption of the previous month, and each fraction of a month is counted as a whole month.

## **Art-49. Maintenance and Repair of Metering System**

**49.A/** Metering systems are placed under the monitoring and protective care of the Unit who is responsible for reporting GDIZ in case the notice any anomaly.

**49.B/** GDIZ shall ensure maintenance and repair of metering system or the connection accessories at the cost of the Unit holder for all wear and tear during course of normal usage of these devices.

**49.C/** However, the Unit will bear all the expenses incurred by GDIZ on any kind of replacement, repair or restoration arising due to any voluntary or involuntary intervention, abnormal use of the installation and accessories resulting in degradation of the metering system. GDIZ shall in addition impose penalty in accordance to Art.61.

## **Art-50. Verification and Calibration of Meters**

**50.A/** GDIZ has the right to check and verify the metering system installed within the Unit premises to ensure that the system is in order in accordance to the set calibrations (+/-2% tolerance) for recording the consumptions.

**50.B/** The Unit will also have the right to request verification of meters under the above-mentioned conditions. In such case, if the device is observed to function accurately within the allowable tolerance, the cost of the audit will be charged to the Unit.

**50.C/** In principle, Checks or Calibrations are performed by GDIZ. If the Unit insists on the checks to be performed under the supervision of its appointed expert or agency, Unit shall bear all the additional costs associated with the intervention.

## **Art-51. Representation in case of Irregularity in Operation of the Meter**

**51.A/** The Unit may monitor the performance and consumption recorded by the meter and shall immediately report to GDIZ about any incidents, or irregularities that is detected or observed during operation. GDIZ may take the necessary actions to get the meter in good working condition in the shortest possible time.

**51.B/** Unit shall be responsible for continuous monitoring and observation of the meter readings in accordance to the actual use and consumption on its installed internal facilities located downstream of the meter. Any abnormal change in the consumption reading shall be immediately reported to GDIZ.

**51.C/** No claims will be allowed against incidents of any kind that the Unit in particular have not previously observed and reported. However, the customer cannot seek a reduction in consumption due to leaks or excessive consumption on its installations.

## Art-52. Evaluation of Consumption in case of Irregularities in Operation of the Meter

**52.A/** If the meter verification, in accordance to Art.51 highlights meter reading beyond the tolerance limits of the device then the actual consumption recording shall be corrected with the application of the error factor calculated on the percentage deviation beyond the tolerance to reflect the anomaly within the period of likely malfunctioning of the device unless duly justified by the Unit.

**52.B/** In case of the intermittent check, non-functioning or replacement of the meter, consumption for the period is calculated based on the last valid meter reading and up to the time of rehabilitation or replacement duly justified by the Unit according to the average daily consumption of the last month valid meter reading. If satisfactory data is not available then in that case, suitable calculation shall be arrived based on the likely usage of the system installations by the Unit.

**52.C/** Inaccurate or Unavailability of Meter Reading for the consumptions:

**1.** Non-functional meter- Unit shall be liable for reporting in accordance to Art.51. If, however, the Unit continues to draw power without reporting; the Unit shall be billed based on its highest consumption of Units in last 12 months added by 10%. The effective date of start shall be last physical verification of the metering device up to the time a proper meter is installed or until disconnection is affected, whichever is later. The rules for excess of consumption shall apply in accordance to Art.57. The penalty shall be applicable in accordance to Art.61.

**2.** Incorrect Meter Reading or Meter under Repair by GDIZ- In the event of the evident incorrect meter reading, the meter shall be tested by GDIZ or it may be tested by any other agency approved by the GDIZ upon request by the Unit at their expenses. If the meter is found to be incorrect and beyond the tolerance limit of (+/-) two(02) percent or in the event of consumption not being recorded due to meter being out of order or removed for the purpose of overhauling, cleaning, testing or repairs or due to any other causes, the charges recoverable towards the power and/or water consumption shall be based on the consumption recorded during the immediate preceding month or the immediate succeeding month or the average consumption during the same month in the previous year or any period as per the historical data which may likely be the similar consumption in the opinion of the GDIZ.

**a.** In the event of no such record, the consumption shall be calculated by the GDIZ in accordance to the contract demand with penalty imposed as per the decision of GDIZ and shall be final without any prejudice

**b.** Adjustment would be considered by the GDIZ on account of any circumstances, which in the opinion of the GDIZ might have material effect on the supply during the period in question.

**52.D/** If, after the repair or replacement of a meter, the assessment of the consumption for the period of the repair is observed to be insufficient, revision may be enforced based by GDIZ upon observation of the average daily consumption after the installation of a new meter, unless duly justified by the Unit.

## **Art-53. Billing for Consumption**

**53.A/** GDIZ shall start the meter reading process from 20th of every month and shall raise the bills either based on actual readings or the projected readings (historical data basis) to effectively generate the bills on 25th Day of every Month. The Unit will be at liberty to be present at the time of taking the reading of the meters.

**53.B/** To determine the monthly billing of customers, the meters will be checked by GDIZ at least once every three months or at intervals as regular as possible. When a meter has not been observed, the monthly consumption will be charged on estimate taking into account all available information on the history of usage of the customer or based on the monthly contract demand of the Unit. The periodic meter reading shall regularize the billing in immediate due consumption statement.

**53.C/** For some customers (especially customers with high consumption), the meter reading and billing will be done at intervals decided by GDIZ.

**53.D/** In case of any reason, a customer meter is not available/accessible for reading for a period exceeding six months, GDIZ has the right to close the connection after written notice is unsuccessful and hence proceed for realization of the due amount. The notice shall be pasted on the Gate of the Unit and may be regarded as the Notification served as per legal requirement.

## **Art-54. Sub-Metering**

**54.A/** In principle, GDIZ shall not provide any such services related to the installation, maintenance or recording the consumption of sub-metering device(s) within the premises of the Unit.

**54.B/** GDIZ may perform such services upon specific and exclusive agreement(s) with the Units concerned. The conventions are not amenable to the provisions of this policy manual.

## **/Section-3.4 Schedule of Charges & Payments**

### **Art-55. Connection Charges and Terms of Payments**

**55.A/** The connection works are in general executed in accordance to Art.28 after payment for the estimated work by the Unit. The commissioning of the connection will be made only after actual payment of all the Costs including the additional cost if any.

**55.B/** The cost of Connection essentially consists of the following:

- 1.** Type of connection and Associated materials.
- 2.** Volume of the Labor, Machine & Equipment work involved in execution of the connection.
- 3.** Administrative Cost.
- 4.** Any Taxes, Levies (If Applicable).

**55.C/** Validity of the Connection Estimate for Payments shall be mentioned in the Letter of Estimate or otherwise shall be valid for two months from the date of release of the estimate to the Unit.

**55.D/** Payment for Extension/Upgrade Work:

- 1.** An extra-ordinary extension or upgrade works that may require a re-strengthening of the GDIZ Infrastructure shall be put to consideration only upon commitment for total pre-funding by Unit.
- 2.** Final Cost and time of the Execution of the work shall be presented to the Unit after a preliminary study.
- 3.** Work will begin in the time specified after completion of paperwork accompanied by a deposit equal to 100% of the estimate or as may be agreeable to GDIZ.
- 4.** In case of the amount exceeding the original estimate presented to the Unit, the Service Agreement shall be signed only after the full settlement. In case of the agreement is reached for deferred settlement, terms of agreement shall be applicable.
- 5.** If for any reason the settlement is not reached, or upon the non-realization of the payment after expiry of the due date, GDIZ would be entitled to apply to the Unit in accordance to the actions as stipulated in Art. 59.

**55.E/** Payment for various interventions and other works

1. All interventions by GDIZ on connections, control operations and work related to Unit (as per demand of the Unit or may result after decision of the GDIZ under the provisions of this policy manual)
  - a. Is payable in advance as per estimate or a fixed price.
  - b. Is payable within 15 days of presentation of the invoice.
2. Failure to pay on time is comparable to a normal payment defaulter and is amenable to enforcement provisions in Art.59.

**55.F/** In case of non-payment of all or part of the price of the work while the connection is in service or commissioning has been completed, the GDIZ has the right, after notice, to proceed in accordance to Art.59

**55.G/** The cost of re-connection after temporary or permanent disconnection shall be borne by the Unit. Unit will have to pay in full at the GDIZ along with unpaid bills and all costs incurred for cost of reinstating the service connections before service is restored.

## **Art-56. Security Deposits**

**56.A/** As part of the Service Agreement, Unit shall be responsible for payment of an interest free Security Deposits based on their maximum contract demand and related parameters. In case:

1. Actual consumption recorded is more than the ascertained demand; the security deposit shall be re-calculated based on new consumption. The maximum-security deposit calculated shall not be revised in case of any reduction in consumption unless there is a change in connected load.
2. There is change in connected load.
3. GDIZ observes any abnormal increment in use, the demand for increased security deposit shall be raised for settlement within 10 days.
4. Non-payment of increased security deposit shall lead to disconnection of the services.

**56.B/** GDIZ shall ensure commissioning of the connection only after realization of the security Deposit. The payment receipt should be retained by the Unit and may be presented at later date for a refund or settlement of dues in case of cancellation and termination of the connection.

**56.C/** The security deposit on consumption is subject to be reviewed on quarterly basis under condition of excess consumption/use over the contract demand. GDIZ shall be authorized to demand revision of the contract demand and hence increase in the security deposit.

**56.D/** In case of the suspension or cancellation of the services due to non-payment of invoice, GDIZ shall be entitled to use the security deposit to settle the dues after termination of the Services. The services may be re-in-stated after the bills have been paid, and settlement has been reached w.r.t new security deposit on consumption as per the applicability on the date of return to service.

## **Art-57. Payment for Services**

**57.A/** In principle, the invoice shall be generated every month against the services offered by the GDIZ.

**57.B/** Price Schedules for all Services or any other applicable charges may be subject to revision. GDIZ may notify the Units for such changes in advance.

**57.C/** The applied pricings or charges on services shall be in accordance to the prevailing rates on the date of release of the Invoice.

**57.D/** All charges to the Units shall be expressed in a whole number of hundredths of a franc '. The bills will be rounded closest to five (5) francs.

**57.E/** Structure of the Periodic Invoice: For all users except those served with a pre-payment, an invoice shall include the following

**1. Fixed Charges**

- a.** In case of Connection related Services – the fixed charges shall be chargeable on basis of the maximum demand of the services. This demand is submitted by the Unit in their Multi Annual Program which is submitted to GDIZ in pre-defined forms as per Art.31B.
- b.** The Unit shall have no waiver on fixed charges against the contract demand. However, Unit may revise their maximum demand on quarterly basis.
- c.** The maximum demand shall have tolerance of +10% tolerances. Exceeding beyond allowable tolerance shall be subject to penalty in accordance to Art.61. The calculation of the exceeding maximum demand is assessed on Quarterly basis.
- d.** For Estate Management Services, the charges shall be established on basis of the Unit's land holding related to area and plot frontage to GDIZ roads.
- e.** For Waste Management Services, shall have fixed charges on basis of the land holdings.

**2.** Monthly Rental and Maintenance charges- All connection related services like water and power supply, sewer, solid waste handling system shall have fixed rental charges for routine maintenance and monitoring of the metering system and control devices.

Consumption Charges

- a.** The consumption charges are based upon the actual meter reading or in accordance to the Art.53 against the Unit connections executed as per the Art.28. The cost of the consumption shall be as per the applicable rates on date of invoicing.
  - b.** This demand is submitted by the Unit in their Multi Annual Program which is submitted to GDIZ in pre-defined forms as per Art.31B and Unit have choice to revise their demand on Quarterly Basis.
  - c.** In continuation to the preceding article, GDIZ shall have rights to impose penalty on excess of consumption if the maximum demand is beyond the tolerance of (+) 10% during the period of billing as per Art.61. The calculation of the exceeding consumption is assessed on Quarterly basis.
- 4.** Penalty (if applicable) in case of any noticeable severity or non-compliance as per applicability of the regulations in this document apart from Art.61.
- 5.** Applicable Taxes, Levies, Property Charges or any other charges that might be imposed by the government in accordance to SEZ rule or any circular issued by the Republic of Benin at any point of time same shall be binding upon the Unit.
- 6.** GDIZ reserves the right to invoice any other debts owed by Units (if any), to be on the same document. GDIZ may realize any outstanding amounts owed to it by the Unit if it were an arrears like land revenue under the provisions.
- 7.** Special User Charges may be charged by GDIZ for its services to Units beyond the scope of services included in the payable fixed monthly charges for Estate Management.
- 8.** Charges for Additional Services -GDIZ may also charge for additional works related to any new facility or complete revamping of any existing facility within the GDIZ which is beyond the scope of services covered in regular maintenance.
- 9.** Any other charges that may be imposed under circumstances of genuine hardship and deemed essential towards smooth operation and maintenance of the Zone.

## Art-58. Invoice Generation and Due Dates

**58.A/** In general, all services are unique and shall be invoiced separately to the Unit. However, GDIZ shall have exclusive right and choice to raise invoice for all Services in one single statement.

**58.B/** The bills shall be generated latest by 25th of every Month and shall be dispatched to the Unit concerned latest by last day of the Billing Month. However, the Unit may also collect the Bills in person from office of GDIZ.

**58.C/** The Unit shall be responsible for payment of the invoice before due date. GDIZ shall not entertain any reason whatsoever pertaining to delay or non-receipt of the bills for any excuse on extension of the payment due dates which is latest by 10th day of the succeeding month. In case of 10th being a non-working day, the same should be payable before 10th Day to avoid penalty-late payment charges for which the last date shall be latest on or before 15th Day of the Month.

**58.D/** Units who regulate their consumption by pre-payment (Electric Meter -NWS) are not affected by the above provisions.

**58.E/** Payment Methods

1. Payment may be made by Bank Transfer, banker's Cheque, Cash or any other means of payment that could be implemented later. In case of Bank Transfer, Unit shall have to make request GDIZ for the bank details in writing.
2. The payment shall be in favour of "Glo-Djigbe Industrial Zone" payable at Cotonou, Benin unless otherwise alternative bank account is notified by GDIZ as beneficiary.
3. GDIZ shall issue a receipt of the payment. No payment claims shall be entertained in case of non-production of the valid payment receipt issued by GDIZ.

**58.F/** Provisions in Case of Non-Payment -The payment may be referred to as Non-Payment under the following case and proceedings may follow in accordance with Art.39B:

1. Presented Cheque is on account of unfunded account.
2. Upon expiry of the due date of the invoice GDIZ.
3. Non-Payment on any of the Connection or any type of services for which a separate Invoice has been raised related to the same Unit.

## **/Section-3.5 Special Terms of Services and Conditions of Severity**

### **Art-59. Termination of Service Agreement**

**59.A/** The termination of the Service Agreement can be initiated by the Unit as well as GDIZ thereby cancellation of the connection followed by settlement of all payments and dues.

#### **59.B/ Surrendering of Connection and Services**

- 1.** Unit initiating surrender of the services as per Art.43 shall be fully accountable for a proper handover of the metering system to GDIZ and the last meter reading to be recorded before being sealed for any further use or transfer to any other user or occupant on the property subject to conditions as apply for a new connection in Art.28.
- 2.** In case of failure to proper hand over of the connection and Metering Device, the unit in whose name it is assigned shall be responsible for consumption, even after departure of the Unit. The Unit shall have no rights whatsoever to pay the charges including penalty if any on the consumption not in full knowledge and understanding of the Unit.

#### **59.C/ Payment Defaulter**

- 1.** GDIZ has rights to terminate the service agreement in case the unit fails to pay the invoice raised against one or the many services provided by GDIZ which might be payable. GDIZ shall initiate the process by suspension of the services and serving notice to the Unit. In event of no response from the Unit, GDIZ shall assume the Unit as defaulter followed by Termination of Service Agreement(s) as per the following conditions
  - a.** In case of non-payment within 15 days after expiry of the payment due date, GDIZ shall be authorized to proceed with the suspension of connection(s).
  - b.** If, despite measures in Art.61D, the invoice is not paid within 60 days following the date of issuance of the Invoice, GDIZ may proceed to terminate connections, notwithstanding the litigation or judicial proceedings.
- 2.** Unit has obligation to pay the Estate Management Charges invoiced by GDIZ on monthly basis. In event of non-payment of such charges, GDIZ shall be liable to take actions pertaining to termination of services where in the GDIZ shall initiate actions in accordance to the preceding article.

**3.** In case of non-payment or the failure of the Unit to pay any of the agreed cost as per the terms and conditions of the Service Agreement, GDIZ will close the connection after 5(five) days' notice. It will be the same for Units who for any reason have not paid the modification/restoration works on connection or any extra work for which Unit has liability to pay when the connection is already activated. Notice of five days will apply from the first formal notice to pay by GDIZ.

#### **59.D/ Un-authorized and Fraudulent Action**

**1.** The Unit will be responsible for any infringements of the provisions of this policy manual, whether from them, that of their tenants, their heirs or those of third parties involved in the property.

**2.** As per Art.34, any connection is unique and the services are in specific agreement with the Unit. Any attempt to share the services on charges or without charges shall be breach of the Service Agreement treated as fraudulent actions. In event of such exclusive case, the Unit shall be charged with 1.7 times the applicable tariff on the estimated supply.

**3.** Any attempt to open, force, tamper or apply any form of instrument, device on the metering system, that may have potential impact on the consumption reading of the meter or breaking of the seal or in case Unit attempts to obtain power or water supply directly from the connection bypassing the metering system shall be treated as voluntary fraud or in case of any consistent facts triggering a presumption of fraud like, GDIZ shall initiate immediate action against the defaulter thereby imposing penalty as per Art.61E. Further, GDIZ may also terminate the Service Agreement.

**4.** GDIZ has full right to suspend/terminate connections at any time to end contractual obligations with the Unit upon a notice of suitable timeframe which will not exceed 30 days- case to case basis from the date of notification.

**i.** In case of violation of terms of agreement, act, rules, procedure defined by Republic of Benin or GDIZ Operational Guidelines.

**ii.** Any leakage or any other defects in the installation/fittings installed by the Unit.

**iii.** Unaccountable waste of Power and/or water.

**iv.** Use of any Equipment, machines, and installations directly connected to the main line likely to cause damage to GDIZ Networks and system.

**59.E/** In case of such terminations, the same can be resumed only upon the discretionary decision of the GDIZ which may be subject to the following conditions but not limited to the following

**1.** Immediate Corrective action by the Unit.

**2.** Consideration of the severity of the violations with impositions of penalty in accordance to applicable law of the state or specified by GDIZ.

**3.** Settlement and realization of all applicable penalties, dues and payments.

## Art-60. Price Escalation

**60.A/** In general, GDIZ shall review the pricings at least once in every two (2) Years during the period of its services.

**60.B/** GDIZ shall have right to escalate pricing for its services which will be evolved by the application of the indexation formula defined in Annexure-2, including the indices, the reference values and the weighting coefficient taken into account with assumption of the baseline for start of contract as on date 01st June 2020.

**60.C/** The formula for such revisions is in general applied on the existing pricing on 1st day of each quarter II of the calendar unless duly warranted by the situation.

**60.D/** The pricings are excluding of any taxes applicable of the basic pricing. Any taxes, levies, fees etc., which shall contribute to additional cost on GDIZ, shall immediately reflect in the pricing in accordance to the provisions laid by the legislation in force.

## Art-61. Penalty

**61.A/** The maximum Penalty against excess of maximum consumption demand (+10% allowable tolerance is charged at an additional tariff of 1.7 times on the prevailing tariff. The excess of consumption may be applicable on the estimation and projection as per Art.52.

**61.B/** However, In case of HTA Power Demand, exceeding power demand by the Unit is subjected to penalty in accordance to Art.81.

**61.C/** GDIZ will have right to impose an additional Penalty to the Unit which may be an amount up to 200 times of the existing monthly meter rentals proportionate to the cost of the repair or restoration of system incurred w.r.t to new connection/ installation.

**61.D/** In case of the disappearance of the meters, the Unit will bear the entire cost of replacing the missing device. GDIZ reserves the right to impose an additional penalty to the Unit upto 150 times of the amount of the monthly rental of the metering device along with the expenses incurred by GDIZ on the restoration of the connection and metering system.

**61.E/** In the preceding Articles, the consumption reading shall be in accordance to Art.52C.

**61.F/** In the case of fraud, aimed to prevent the normal operation of the metering device, offender -Unit would have to pay a penalty on the estimated consumption in accordance to Art.52 and shall be billed at 20% higher tariff than the normal billing rates. The cost of investigations, testing, rehabilitation facilities and the costs incurred by these interventions (bailiffs, experts in particular) shall be in any case chargeable to the Unit. GDIZ may as well impose specific penalties in case of established willful damage meter, without prejudice to any legal action.

**61.G/** In case of the liquidation, account includes the cost of replacement of material and billing of consumption shall be with a consideration of non-functioning of the meter with likely projected meter reading and penalty imposed on the billing rates by additional 20%.

**61.H/** In case of Unit being a payment defaulter in accordance to Art.58C or for any invoice raised against the services as specified in Section-3.4, if the payment is not reached within 45 calendar days of the issuance of the invoice, the GDIZ may impose a penalty to its advantage equal to 5% or the prevailing bank of interest for the period of default, whichever more on the due amount.

**61.I/** GDIZ is empowered to impose suitable penalty for any non-compliance or an action which tantamount to fraudulent or undisciplined behavior of the Unit. Any other penalty may be also imposed in accordance to the existing rules and regulations of Republic of Benin.

## **Art-62. Insurance against Force Majeure**

**62.A/** Each Party shall indemnify the other against any claims due to the consequence of fault or negligence on its part or in case of any force majeure conditions.

**62.B/** Each Party agrees to get their insurers (underwritten by insurance companies creditworthy recognized by the Beninese Regulations or at the International Level), a waiver of subrogation rights and remedies against the other Party, its insurers, its subcontractors and / or entrepreneurs and / or their respective suppliers.

**62.C/** Liability Vis-A-Vis Third Parties: Each Party shall bear the consequences of civil liability, common law against the bodily injury and material causes to third parties in the performance of work activities or operations that is due to perform under the agreement as follows:

- 1.** Injury: Each Party and its subcontractors and / or contractors to which it is alive and a borne accident that may occur to staff it employs on the occasion of the services covered under the valid agreement. Accordingly, each Party and its subcontractors and / or contractors to which it is alive and waives any recourse against the other Party and its subcontractors and / or between takers for any damage to their staff under prejudice to the rights of the parties concerned or their heirs and those of the National Social Unit or any similar organization in a foreign country.

2. Material damage: Each Party shall borne causes loss or damage to goods and materials belonging to them, in cases the damage was caused by electrical faults of such short circuit , homo-polar default, etc ... against which the electrical systems are normally protected by installations.

## Art-63. Force Majeure

**63.A/** Force Majeure is the occurrence of an unforeseeable event, irresistible and outside the respective wills of the Parties, and particularly the civil war, natural disaster, as well as the total or partial destruction of the installations if it is not due to a faulty workmanship or design error. Such a condition shall free the Parties from obligation of their responsibilities.

**63.B/** In case of force majeure, the parties agree to jointly define the modalities applicable as soon as possible to remedy the situation. The parties shall make their best efforts and any implement to ensure the continuity, upto resolution of the impact and the return to the normal operating conditions for the provision of the agreed services.

**63.C/** If, in case of the preceding article, the pending action is beyond ninety (90) days from the date of actual agreement on remedial actions, the contract will be terminated without any prejudice to either of the parties. This termination shall be notified to the other party by the in order to execute the liquidation of debts and claims.

**63.D/** However, in case of an event where the party can anticipate situation arising due to force majeure, either of the party has obligation to immediately inform the other indicating the necessary steps to be taken to remedy the situation in foreseeable duration not later than 7 days.

**63.E/** Failure to act upon in possible extent of time, the Party affected shall do everything in its power to remedy a non-performance of its obligations.

## Art-64. Disputes

**64.A/** This policy manual is subject to the Beninese law both for its validity, that its interpretation and that its execution.

**64.B/ Disputes on the Invoice**

1. It is the Unit's obligation to pay the invoice raised by GDIZ as per Art.58C in order to avoid any contraventions and proceedings by GDIZ as defined in the provisions laid in Art.59.
2. The Unit may file an application for demand of justification against the amount as invoiced by GDIZ. GDIZ shall be obliged to provide justifications and fact sheets to support the correctness of the invoice. In case of Unit being justified in its demand, GDIZ shall settle the excess payment in the forthcoming invoice to the satisfaction of the Unit.

**64.C/** Disputes relating to the interpretation, application, performance, non-performance or the termination of the agreements will have to be communicated in writing to GDIZ.

**64.D/** In case of the failure duly noted of the negotiation attempt amicably settlement on the expiry of a period of three (3) months of the date of start of the negotiation, all disputes arising in respect of the present convention or in relation with him, will be permanently settled by way of arbitration committee headed by GDIZ Administrator General.

**64.E/** All the sentences are binding on the parties who undertake to execute in good faith.

# **/SECTION-4.**

## **SERVICES FOR SEWERAGE AND DRAINAGE**



## Art-65. Principles of Sewer Connection

**65.A/** It is obligatory for Units to sign an agreement for the disposal of Waste Water in GDIZ waste water conveyance system to ensure water connection.

**65.B/** Disposal of Sewage by any other method including by means of the Disposal tankers is strictly prohibited within the GDIZ. GDIZ may allow exclusions under special circumstances.

**65.C/** Water supply and Services is confirmed as per Art.72 to any Unit only after Signing of the Service Agreement-Water, Sewer and Drain (Form-6 in Annexure-3) as per Art.32 upon payment of the interest free security deposit on maximum commitment for monthly usage which is worked out as 80% minimum of the contract demand for water w.r.t the Unit. The assessment shall be made on case to case basis for industries having higher water consumptions.

**65.D/** The provisions will apply to all the Units in respect of all matters concerning the drainage and effluent discharge in the sewerage network, drainage network including the natural water channels specifically provided to carry the storm water run-offs only from the catchment.

## Art-66. Connection and Control System

**66.A/** Unit is connected to the GDIZ- Sewer/Waste Water Conveyance System through a control manhole located within the Unit premises with lockable arrangement. This control Manhole is further connected to the Main Manhole of the GDIZ System.

**66.B/** The locked Manhole-Chamber Cover shall be only accessible to the GDIZ. Unit shall have no access to the Manhole.

**66.C/** The Unit having likely effluent generation in their industrial process shall be responsible for construction of the sump-underground tank with 48 hours detention time as well as the control manhole in accordance to the standard design provided by the GDIZ. The decision on the requirement of such arrangement shall be at the discretion of the GDIZ.

**66.D/** The cost of connection charges shall be in accordance to Art.55 with consideration of the material used in the Installation as

- 1.** The pipe of appropriate diameter to handle the expected volume discharge from the Unit.
- 2.** The typical requirement of the Accessories used during installations are bends, reducers, Tee, couplings, clamps, Air Hose, control valves grouting materials etc.
- 3.** Cost of construction of the Manholes in case GDIZ is entrusted with the responsibility.

## Art-67. Un-Authorized Interventions

**67.A/** GDIZ is compliant to Environmental rules and regulations of the Agence Bureau de Environment (ABE), Republic of Benin. Any actions or conduct of the Unit inherently or vehemently which tends to the following articles may be subject to penalty under Art.61I and may lead to actions Art.59 for other services as well depending upon the severity of the deviations.

**67.B/** Unit shall have valid Service Agreement to discharge sewer- waste water into the GDIZ –Sewer Network only.

**67.C/** It is offence for any unit to discharge sewer or waste water with industrial effluent into any GDIZ- Sewer Network, Storm Water Drainage network or natural/manmade water body /water channel.

**67.D/** In any case, Unit shall not allow Storm Water run-off to find passage into the sewerage Network of the GDIZ. Storm water or surface water shall be discharged into storm water drains or into the natural water course/channel as identified by the GDIZ.

**67.E/** Unit shall in no case tamper with the lock arrangement of the Control Manhole.

**67.F/** Any actions which may be subject to penalty imposed by GDIZ.

## Art-68. Pre-Disposal Treatment

**68.A/** The Units shall do preliminary/primary or secondary level treatment of the waste water, at their cost, before discharging into the Drainage or Sewage system of the GDIZ in case likely effluent discharge. The treatment shall meet the waste water-inlet parameters of the CSTP as per Art.69F

**68.B/** Discrete chemical waste which is prohibited “down the sink” only. However, residual quantities of chemicals may enter the sewer system as the result of rinsing or washing. Therefore, disposal points (sinks/ traps) of such effluents are often plumbed to balancing/dilution pits that are designed to minimize the impact of this contamination.

**68.C/** Grease, oil and sand interceptors shall be installed and maintained by the unit as per standard specifications and instructions.

**68.D/** All the equipment and installation or arrangement made by the Unit in order to prevent the effluent discharge into the GDIZ-Network shall be accessible for inspection to GDIZ or the concerned officials from Agence Beninoise de Environment(ABE), at all times.

**68.E/** GDIZ may collect samples on random basis from the Unit and all its discharge locations without any prejudice to demand the test reports in order to confirm the compliance.

**68.F/** The non-compliance may be subjected to penalty as per provisions in Art.61I.

## **Art-69. Prohibited Discharge**

**69.A/** It is unlawful for any Unit to permit, place or deposit any human or animal excrement, garbage, solid waste, industrial waste, hazardous, bio-medical waste or any other objectionable waste in insanitary manner within its premises. Such action might contaminate the run-off discharge which comes into drainage system of the GDIZ.

**69.B/** The storage rooms/locations where acids, synthesis or other harmful substances are stored shall not be connected directly to the GDIZ –Drainage System or any natural outlet.

**69.C/** It shall be unlawful for any industry to discharge polluted water/ industrial effluent into any natural water course or channels outside or within the SEZ without treatment.

**69.D/** No, units shall discharge or caused to be discharged substances, materials water, or water, if it appears likely in the opinion of the GDIZ that such water are not amenable to satisfactory' treatment or can harm either the sewage treatment process or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, public property or constitute a nuisance. Informing opinion as to the acceptability or such water the GDIZ will give consideration to such factor as the quantities of waters in relation to flows and Velocities in the sewers, materials or construction of the sewers, nature of the sewage treatment process, degree of treatability to water and other pertinent factors.

**69.E/** The waste water should not contain:

- 1.** Any form of fats, wax, grease, tars or oils whether emulsified or not, in excess of 20 mg/L or containing substances which may solidify or become viscous at temperature between 32`F &15`F.
- 2.** Any petroleum products, fuel, calcium, naphtha cleaning solvents or other inflammable and/or explosive in liquid or gaseous form.
- 3.** Any solid viscous substance in quantities or of such size of specific gravity as would be capable of causing obstruction to the flow on sewer or other interference with the proper operation of the sewage. Works such as, but not limited to, ashes, cinders sand stone, dust, mud, straw, shavings,
- 4.** Metal, glass, rags, feathers far plastics, wood fullers, earth link slurries and residues, pulp, and paper mill water, underground garbage, paper dishes, cups, food containers, flash, bones, animal products, residues etc. either whole or ground by garbage grinders.

**69.F/** Discharge Effluent Quality from Unit: The Unit shall take all possible measures to restrict their effluent discharge from their industrial processes/operation into GDIZ waste water /drainage network and shall strictly comply to the standard parameters and the limit of concentration as per most stringent norms applicable as specified by the Agence Beninoise de Environment (ABE), Republic of Benin.

**69.G/** The non-compliance may be subjected to penalty as per provisions in Art.611 without any prejudice.

## **Art-70. Enforcement Rights**

**70.A/** The unit shall facilitate observation, volume measurement and sampling of the waste water for Testing of the Effluent contents in waste Water Discharge from the Unit.

**70.B/** If any water or wastes/effluents which are discharged, or are proposed to be discharged to the GDIZ -sewers contain the substances or process characteristics enumerated in these regulation and which in the judgments of the GDIZ, may have a deleterious effect upon the sewage works, process equipment or receiving water which otherwise create hazard to life or constitute a public nuisance, GDIZ may

- 1.** Advise pre-treatments to an acceptable condition for discharge to the GDIZ, sewers.
- 2.** Advice payment of "Surcharge" as might be at the discretion of GDIZ.
- 3.** Reject the wastes.
- 4.** Disconnection of drainage connection.
- 5.** Disconnection of water supply..
- 6.** Impose penalties upon uninformed discharge of such waste waters into the system as per Art611.

**7.** The GDIZ staff shall be permitted to enter any unit for the purpose of inspection and observing compliance of the Regulation as stated in above sections which otherwise have a direct bearing on the nature and facilities for waste treatment of the GDIZ.

**70.C/** If any unit is found violating any provisions specified in this document, he shall be served with a notice by the competent office of GDIZ calling upon him to stop such violation with immediate effect upon receipt of notice. However suitable penalty shall be levied immediately as per Art.61I.

**70.D/** The repeated failure to control the effluent discharge within permissible limits may force GDIZ authority to initiate actions for the disconnection of the drainage/sewer system from GDIZ network including the water Connection thereby termination of the Service Agreement without any prejudice. In case of the Unit, operating with independent water sources, GDIZ may suspend the power connection in order to enforce the Unit reinstating its system compliance to GDIZ Standards.

**70.E/** The Unit may be initiated with strict actions including penalty in case of any noticeable tampering or any actions which has bearing on the Control Manhole and the Metering Device.

**70.F/** GDIZ shall have the liberty to do random sampling, in presence of unit representative to check any abnormality. The random sampling from unit premises shall be carried out by GDIZ or GDIZ appointed agency. In case of deviation between the samples, penalty shall be levied by GDIZ. In the event the laboratory tests of samples collected show a greater degree of pollution than permissible limit set by GDIZ, the penalty shall be computed on the basis of the industry practice and levied on volume recorded in last three billing cycle.

**70.G/** GDIZ will have the right to initiate action against the Unit in accordance to the relevant provisions laid in Art.59 and Art.61.

## **Art-71. Tariff for Sewer Related Services**

**71.A/** The latest applicable tariffs shall be notified by GDIZ on their Notice Board or the same can be collected from Estate management Office of the GDIZ.

**71.B/** All other charges on the periodic billing shall be in accordance to Art.57E.

# **/SECTION-5.**

## **WATER SUPPLY AND DISTRIBUTION**



## Art-72. Water Connection and Services

**72.A/** The point of delivery shall be a connection with Metering device shall be the delivery point in accordance to Art.31C followed by an Underground Tank of appropriate capacity to be constructed by the Unit at their own cost and expense. The size of the Tank shall be at discretion of the Unit to allow sufficient storage capacity ideally equivalent to 24 Hrs of regular average consumption within the premises. Unit should not make any kind of intervention on facilities upstream of the delivery point as per Art.31C.

**72.B/** Water Services is confirmed to any Unit after Service Agreement-Water, Sewer and Drain (Form-6) as per Art.52 following the payment of the interest free security deposits in Art. 56.

**72.C/** It is obligatory for Units to sign agreement along with the disclosure for the disposal of waste water (included in Form-6) to ensure water connection.

**72.D/** The Connection Agreement shall disclose the requested water flow (m<sup>3</sup>/d) to calculate the maximum demand to establish the basis of all calculations, meter rentals, fixed charges etc as per Art.57E.

## Art-73. Unit Liabilities to Water Connections

**73.A/** Use of Services and Metering

- 1.** The Unit shall not be entitled to draw of water without a proper and functional meter. In event of such conditions, GDIZ shall proceed with actions as per Art.52C. In event of any failure to derive any suitable calculations; theoretical calculation shall be made based on the size of the connection, pressure, hour of supply, etc. including provisions of the penalty in accordance to Art.61. The decision of GDIZ shall be final without any prejudice.
- 2.** Adjustment would be considered by the GDIZ on account of any circumstances, which in the opinion of the GDIZ might have material effect on the supply during the period in question.
- 3.** The Unit shall not allow any other party to use its connection to draw water or shall not use water for any other purpose otherwise leading to actions as per Art.61. Only in case of fire, and or as authorized in writing by the GDIZ as special case, Unit can give water or make available the supply to a third party who is not involved in the property served.
- 4.** Unit shall not perform any operation like pitting, turning valves in valve box or dis-assembly of the connection, or any operation on the connection except the closing or opening the valve before or after meters.
- 5.** More generally, Unit must safeguard the equipment and are required to comply with the rules of connection and services in particular Art.36 apply.
- 6.** The Unit may change the maximum consumption demand for water supply on quarterly basis subject to limitations on the Size of the Connection which shall be treated as new connection as per Art.72.

**73.B/** Consistency of water Services and Interruption

- 1.** GDIZ shall take all possible responsibility to ensure availability of the water to the Unit into the underground water tank of appropriate capacity constructed by the Unit within their premises.
- 2.** GDIZ will not be liable for whatsoever irregularities or malfunctions that may be claimed on account of the quality or pressure supply of the water. It is up to Units under their responsibility to make all arrangements to maintain special care or absolute precautionary interventions for the machines or equipment installed by the Unit for their operation.
- 3.** GDIZ is not responsible for any damages caused by interruptions of supply, if they do not arise from events duly recognized and which are not attributable to Unit and if evidence can be provided of the causal relationship between the interruption of the supply and damage.
- 4.** In case of scheduled maintenance of the Water Supply and Distribution System, GDIZ will take all reasonable steps to restore the water supply as early as possible. Unit shall be responsible for organizing their operation accordingly. In no case, GDIZ shall be held responsible for any kind of loss or impact due to the action.
- 5.** In case of any emergency breakdown and sudden stoppage of services to supply water due to any accident or any other reasons beyond the control of GDIZ, it is up to users to seal their internal distribution lines, and take all precautions to avoid any accident to devices whose operation requires a continuous water supply. GDIZ shall not be held responsible by the Units for any consequential loss or damages arising out of disruption or stoppage of its water supply. However, GDIZ shall make all effort to restore the services.
- 6.** Regarding the use of water for walking gear and medical equipment, scientific or special or more generally equipment that cannot tolerate any water stop or pressure change, users should take at their own risk, all necessary measures to avoid accidents that could result from the facts stated above and they will bear the consequences without compensation.

**Art-74. Un-Authorized Interventions**

**74.A/** The Unit shall not make any arrangement or agreement of any nature with any other agency whatsoever or shall make any attempt under any pretext whatsoever to dig bore-wells to create source of water within their plot areas, or any other location within area of the GDIZ unless being authorized under special agreement by GDIZ

**74.B/** If an illegal bore is detected in the premises of any Unit, he shall be liable to pay minimum charges as per his commitment in the allotment application, at twice the prevailing water rate over and above the legal actions that will be taken by the GDIZ as per Guideline and rules made under the SEZ Act..

**74.C/** It is forbidden to any users or unit or makes any interventions of the nature like excavation of soil, dumping of garbage or any other waste in the road right of way carrying water supply network. Any such interventions, damage to these installations and structures and, more generally, any violation or attempted violation of their physical integrity or their operation, shall incur the penalties as Art.61I.

**74.D/** The following may be observed as non-compliance or irregularities along with other provisions that that may impact GDIZ or other users.

1. Any leakage or any other defects in the pipe line/fittings installed by the Unit.
2. Unaccountable waste of Water
3. Use of any Equipment, machines, and installations directly connected to the main line likely to cause damage to GDIZ Networks.
4. Attempt made to obtain water supply directly from the connection and by bypassing the meter fixed.
5. Attempts made to Change, Displace, or tamper the meter or any intervention that might cause damage to the connection.
6. Use of Connection accessories including pumps/booster pumps or any other contrivance to enhance the supply of water or pressure that may adversely impact GDIZ distribution system.

**74.E/** GDIZ will have the right to initiate action against the Unit in accordance to the relevant provisions laid in Art.59 and Art.61.

## Art-75. Water Service Standards & Quality of Services

**75.A/** Features of Water Meter: The following table shows the characteristics of the water meter to be used according to the Unit's water demand per day (Information submitted by the Unit in the Connection Request).

Demand (KLD)	Demand (LPS)	Saddle Dimensions	HSC Standard Size (MM)
125,78	1,46	110X50	50
24,66	0,29	315X20	20
0,12	0,00	180X16	16
0,68	0,01	160X16	16
198,41	2,30	125X63	63
38,69	0,45	140X25	25
35,71	0,41	225X25	25

**75.B/** The table shows correlation between the daily needs and diameter of the recommended meter w.r.t regular water use. The diameter of the Meter for a particular purpose (high peak flow, for example) will be determined by mutual agreement between the Unit and the GDIZ.

**75.C/** This table also gives the average nominal hourly flow, which as reference for the calculation in case of excess consumption. In case of Special Meters, the calculation shall depend upon the Average Nominal Flow as per detailed manufacturer Specification of the meter.

**75.D/** This table can be modified to be brings as necessary to take account of technical revolution of water meters.

**75.E/** GDIZ shall supply water through the gravity flow -distribution network of pipeline within the GDIZ Area.

- 1.** In principle, GDIZ may supply water on 24 Hrs basis or may be during limited hours as may be fixed by the GDIZ in event of situation warranting of controlled operation. The Unit shall have to make his own provision for sufficient storage. The Unit shall be responsible for the requisite pumping requirement from their storage tank inside the Unit, made at their cost.
- 2.** GDIZ has commitment to provide Industrial grade water. If any improvement in the quality of water is required by the Unit for any purpose, the Unit shall have to make its own arrangement for such improvement at their own cost.

**75.F/** Quality of Water Supply

## **Art-76. Tariff for Water Related Services**

**76.A/** The latest applicable tariffs shall be notified by GDIZ on their Notice Board or the same can be collected from Estate management Office of the GDIZ.

**76.B/** All other charges on the periodic billing shall be in accordance to Art.57E.



# **/SECTION-6.**

## **POWER SUPPLY AND DISTRIBUTION**



## **/Section-6.1 Distribution of High Voltage- HTA Power**

### **Art-77. Principle of HTA Power Supply**

**77.A/** HTA Connection and Power related services are in principle provided to Units with an Industrial and Commercial Power demand.

**77.B/** The Client shall be supplied power on a HTA-20KV. It is subjected to a high voltage charges as applicable for the case.

**77.C/** Frequency: The networks are designed as three-phase system of alternating current frequency at 50 hertz (+/- 2 percent variation of its nominal value at steady speed).

**77.D/** Voltage: The Networks of High Voltage Power- 20,000 volts (+/-5% of its nominal value)–are supplied in practice as three-phase system.

### **Art-78. Modalities of HTA Connections and Commissioning**

**78.A/** GDIZ Approval for Design and Details of Client Installations:

- 1.** The Client shall submit the following to GDIZ along with the Application for Power Connection.
  - a.** Detailed Electrical Design and detail of Client's Electrical Installation - The single-line diagram of the position,
  - b.** The technical characteristics of the equipment(s) in prescribed format.
  - c.** An accredited Third-Party Certificate of Compliance (Electrical Regulations) on its Electrical Installation
- 2.** GDIZ shall evaluate the Client's design and detail along with to ensure that the system and Installations of the Unit do not disturb general distribution system of GDIZ.
- 3.** Client shall comply with GDIZ requirements in case of any noticeable lapses are observed during the Evaluation to be eligible for Connection.

**78.B/** Connection -Details and Accessories

- 1.** GDIZ shall conduct study specific to the Client Power Demand and location feasibility w.r.t GDIZ Power Supply and Distribution System. Connection estimate is presented to the Unit for the particular type of Connection.
- 2.** Client shall make the payments for the Connection in advance to the GDIZ.
- 3.** The Power Connection is provided to the Client within the Client premises at the closest point to be referred as Delivery Point from the GDIZ Network. Client shall be liable for additional payment for extension of the connection to alternative Delivery point.
  - a.** The Delivery Point shall be in accordance to Art.31C.
    - i.** Equipped with a 20 KV Metering System with facility to connect the internal distribution system of the Client. The metering system is unique to the plot with digital counter read with appropriate multiplication factor as applicable with the system.
    - ii.** The location of the Metering System shall be exclusively within the property of the Client, accessible by a motor-able driveway and an unconditional accessibility to GDIZ for inspection purpose.
    - iii.** The Client shall be responsible for monitoring, servicing and maintenance of the Delivery point at their own cost.
  - b.** The Connection shall have the following accessories and charged to the Client as part of the Connection Charges in accordance to Art.55B. The liabilities of the Unit for the monitoring of the connections (as applicable) shall be as per the Art.36.
    - i.** Pole Mounted Accessories
    - ii.** Underground cables- The type of cable to be used shall depend upon the nature of power demand
    - iii.** Metering Cubicle with Switch Controls
    - iv.** Foundation Base
    - v.** Earthing
    - vi.** Fencing with Lockable Gate
    - vii.** Isolation, Control and Safety/Protection Devices as per Installations as power demand.
    - viii.** Other Associated Accessories: Depending upon the intended use of the Unit, GDIZ may impose special protection to protect the GDIZ distribution network. No commissioning may take place before such action.

**78.C/** For each Client, Power Supply Service Agreement specifies the maximum power demand of the power in KW of HTA Connection, the Point of Delivery, details of projected consumption of electricity in Kwh Units. This will be basis for the fixed charges as per Art.57E..

**78.D/ Commissioning of the Connection: The Power Connection and Services shall be commissioned subject to the following conditions**

1. The payment of connection fees and interest free security deposit to GDIZ in accordance to Art.55 & Art.56.
2. Signing of the Power Supply Service Agreement in accordance to Art.32.

**78.E/** GDIZ may inspect the compliance w.r.t technical regulations and safety for the users in accordance to the certificate by the third Party before commissioning of the system. These costs of control and compliance are the responsibility of the Client.

**78.F/ Controls for Operating Delivery of Power**

1. The system shall have a switching device on the Metering Device and the connection point on the GDIZ network for exercising control on the power supply to Units in case of applied interventions as per Art.59 & Art.61.
2. Facilities upstream of the connection point/metering system; there are no control / protection devices available to the Unit. Such facility of the control shall be exclusive to GDIZ.
3. The Client shall be responsible for installation of the protection device(s) suitable to the Unit's installations whereby fault generated /induced in the system do not interfere the GDIZ Network system. Failing which, Client shall be subjected to penalty as per Art.61.G or the severity can lead to actions as per Art.59.

## **Art-79. Client's Liabilities**

**79.A/** The Client shall be liable to pay against the services by GDIZ in accordance to Section-3.4.

**79.B/** The Client shall endeavor to respect provisions laid in this document and take all possible measures in order to safeguard its interests as per Section-3.5.

**79.C/** The Client shall not supply or allow any other party to use power or shall not use power for a purpose other than for which the connection is taken. Such cases are considered as fraudulent behavior and GDIZ can initiate actions in accordance to Art.59 and Art.61.

**79.D/** Client Facilities, located beyond the point of delivery, are operated and maintained by the Client at its own expense in accordance to the standards and regulations. They should not bring any discomfort to the GDIZ network. In extreme case, when Client fails to comply within 15 days of the GDIZ Notice, GDIZ may initiate actions under Art.59.

**79.E/** The Client must take all measures to control the operation of its equipment in order to provide GDIZ, the certificate that will confirm the good condition of its facilities.

**79.F/** The Client may use an independent power production means” emergency unit” provided that the installation is performed in accordance with standards and technical regulations. In event of such installations in the downstream of the point of delivery, an inverter device with electrical and mechanical interlock shall be installed to prevent an injecting current and even a neutral into the GDIZ network.

**79.G/** In general, violation of any terms in this document, explicit or inexplicit, offender Client shall be directly responsible for the consequences. GDIZ actions against the violations shall be observed in accordance to the Art.59 and Art.61. However, the Client shall be responsible for the repair or restoration of the system due to such damage to the GDIZ network and system.

**79.H/** The Price Escalations may apply in accordance to Art.60.

## **Art-80. Change of Commitments on Power Demand**

**80.A/** The Client may request GDIZ in writing for cancellation of the existing connection as per provisions laid in Art.43. However, Client may revise their maximum demand on their power demand including their maximum demand as per Art.57E. In case, GDIZ adheres to stricter compliance with the supplier the same shall be declared by notifications.

**80.B/** All revisions shall be only valid upon written request and more appropriate in revised Service Agreement.

**80.C/** In case, the Client’s power demand (KW) within the billing cycle falls beyond 25% of the contract value, GDIZ shall notify the Unit for the need of new connection requirement as per Art.37 in order to avoid excessive losses in the system. The conditions after due technical evaluation may warrant need for re-establishment of the entire connection system with applicable charges as new connection. The Unit shall comply to the new requirement.

## Art-81. Principles of Billing for HTA

**81.A/** The Unit shall be billed for their billing cycle in accordance to Art.57 with following applied principles and calculation for supply of the HTA Power.

### 81.B/ Billing Contracted Power (Kw/KVA)

#### 1. Common provisions:

##### Power subscribed

In Medium Voltage, the relays controlling the opening of the circuit breaker are set for the current corresponding to the power subscribed under  $\text{Cos } \phi = 0.90$  increased by the value allowing the correct operation of the Customer and GDIZ protections and will be sealed by the GDIZ. The effective power taken by the Customer is measured by a maximum power indicator meter with an integration period of 10 minutes indicating the maximum average power corresponding to these periods.

2. Contract Power is charged as Fixed Charges on basis of the maximum demand (Kw/KVA).
3. In the case of modification of the power demand, the fixed charges shall be applied as revised for the applicable month of consideration.
4. Accepted Tolerance for maximum demand within the billing cycle shall be +10%.
5. Exceeding Maximum Power Demand on the conditions as defined in Art.82 will be charged according to the following formula

$$(\text{PFm} / \text{PS}) \times \text{exceeded} \times 1,70$$

PFm - the fixed monthly premium and PS - Contract Power Demand.

### 81.C/ Billing of Consumption

#### Power factor $\text{Cos}\phi$ .

For installations with subscribed power greater than 20 kVA,  $\text{Cos}\phi$  is determined from the measurement of the active "a" and reactive "r" energy by the formula:

$$\text{Cos}\phi = \sqrt{a^2 / (a^2 + r^2)}$$

The power factor  $\text{Cos}\phi$  is the ratio between the active power useful for the Client and the power actually supplied by the GDIZ. It reflects the importance of reactive elements in the Client's equipment and the level of constraints that GDIZ must withstand to provide the active energy useful to the Client.

For the same active power, the lower the power factor, the higher the real power, the higher the line losses. Line losses are inversely proportional to the square of the power factor  $\text{Cos}\phi$ .

The reference value of the power factor  $\text{Cos}\phi = 0.90$ .

Increase and decrease for power factor

Depending on the CosΦ of the Client's installation, a bonus or penalty may be applied.

BONUS for CosΦ > 0.95 Reduction of 0.75% of the amount of consumption for each hundredth of CosΦ

$$B = M \times P \times 0,75\%$$

B = Bonus granted to the Client to reduce the amount to be paid

M : The Client's consumption amount

$$P = (\text{Cos}\Phi - 0,95) \times 100$$

Penalty for CosΦ < 0.90 according to the formula:

$$P = M \times (0,90 - \text{Cos}\Phi)$$

P : Penalty to pay

M : The Client's consumption amount

CosΦ: Client's power factor

### Power factor compensation

Each Customer can install a capacitor bank to reduce its reactive energy consumption and avoid surcharges for bad power factor. The power of the batteries must be greater than the magnetizing power of the transformer and less than or equal to the reactive energy consumption of the Client's facilities.

#### 1. Billing Active Energy:

The kWh consumed shall be billed by GDIZ to the Units as per the conditions of this agreement at the prevailing tariff of energy consumed based on the Meter Readings.

#### 2. Billing Reactive Energy

Every Month, GDIZ shall check and calculate the average monthly power factor, (Cos Δm) at the delivery point for the month under consideration according to the following formula:

$$\text{Cos } \Delta m = \frac{W_a}{\sqrt{W_a^2 + W_r^2}}$$

where

W<sub>a</sub> = the active energy is expressed as kWh and

W<sub>r</sub> = the reactive energy is expressed

If during of a month, the monthly power factor falls below the power factor reference as defined in the special conditions, the amount of the billing month (fixed premium and energy prices) will be increased using the formula:

$$(PF + PP) \times (\Delta r \text{ Cos} - \text{Cos } \Delta m) / (\text{Cos } \Delta r)$$

where

PF is the amount of the fixed monthly premium,

PP represents the price of kWh consumed during the billing period. In case the average monthly power factor is more than 5 (five) hundredths lower power factor reference, the Unit agrees to take all steps to bring the power factor to the reference value.

In the case of a meters low voltage, the ratio of consumption and  $W_r, W_a$  according a meter reading must be increased to account for reactive energy losses in the transformer, a term equal Enhancer 0.13. Phi monthly tangent is equal to

$$\text{Tangent Phi} = (W_r / W_a) + 0,13$$

This quotient is the one that is currently most easily calculated from the indications given by the meters. The cosine phi is deduced which to apply the formula of previous calculation.

The power factor can also be calculated from the meter reading in the Unit premises whereby the consumption meter reading in Kwh is divided by the consumption reading in KVAh. The acceptable Power factor default is 0.83. Power factor below the default acceptable value is penalized as per the following formula:

For Monthly Billing purpose, the following formula is used for calculation of the Power Default:

$$\text{Power Default-PF (In \%)} = (\text{Kwh}/720) \times [(\text{KVARh}/\text{Kwh})/0.67]$$

$$\text{Penalty} = \text{PF Default (In percent)} \times \text{Consumption Charges (Consumption in Kwh} \times \text{Power Tariff)}$$

## Art-82. Conditions of Exceeding Maximum Demand

**82.A/** When a Unit exceeds its maximum demand against its contracted demand, which will be calculated over a period of 10(ten) consecutive minutes beyond the contracted power for the month under the billing period. The GDIZ may not necessarily respond to such event except in case of abnormal over-runs. However, Client must take all precautions and provide necessary control elements to avoid such re-occurrences related to over-runs of maximum demand.

**82.B/** GDIZ has rights to impose heavy penalties in case of the abnormal which are more than 20% over-runs of the contracted maximum demand.

**82.C/** In case of unforeseen damages due to abnormal over-runs of maximum demand, GDIZ shall have full right to recover the expenses incurred on the restoration of the system.

## **/Section-6.2 Distribution of Low Voltage – LT Power**

### **Art-83. Principles of LT Power Supply**

**83.A/** LT Connection and Power related services are in principle provided to Residential Client only with a Power demand lower than 120 kW.

**83.B/** The Client shall be supplied power from an HTA-20KV onto Package Station. The connection cabling and accessories used in drawing power from Package Station to the Unit shall be billed to the Client.

**83.C/** Frequency: The networks are designed as three-phase system of alternating current frequency at 50 hertz (+/-2 percent variation of its nominal value at steady speed).

**83.D/** Voltage: The Networks of High Voltage Power- 230/400 (+/-5 percent variation of its nominal value) volts–are supplied in practice as three-phase system.

### **Art-84. Modalities of LT Connection and Commissioning**

#### **84.A/ Connection and Signing of the Service Agreement**

- 1.** The Client shall submit the following to GDIZ along with the Application for Power Connection.
  - a.** Single Line Diagram.
  - b.** Load Calculation Sheet for all its Installation details for all its Appliances and Equipment with Power Rating and demand.
- 2.** GDIZ shall evaluate the detail along with to ensure that the system in order after an inspection (if required)
- 3.** Client shall comply with GDIZ requirements in case of any noticeable lapses are observed during the Inspection.

**84.B/** Details of connection

1. GDIZ shall execute the connection after the payments of the connection charges are made in advance.
2. The Delivery Point shall be in accordance to Art.31C.
  - a. Equipped with a Metering System with facility to connect the internal distribution system of the Client.
  - b. Located adjacent to the Unit's Plot Access, within the Unit premises nearest from the GDIZ Network tapping of the Power Distribution.
  - c. Placed in safe and secured and from any potential risk of hazards that may impact the metering device or the proper reading besides being providing unconditional accessibility to GDIZ for inspection purpose.
3. The Connection shall have the following Accessories in normal cost consideration for the Connection Charges in accordance to Art.55B. The liabilities of the Client shall be as per the Art.36.
  - a. Underground cables- The type of cable to be used shall depend upon the nature of power demand
  - b. Metering Device with Isolation Switch/Fuse and Controls
  - c. Protection device (In case of requirement noticed by GDIZ),
  - d. Cabinet or Enclosure (In case being provided by GDIZ)
  - e. Connectors and Accessories

**84.C/** For each Client, Power Supply –Service Agreement specifies the power demand of the in KVA and KW of LTA Connection, the Point of Delivery, details of maximum consumption of electricity in Kwh Units as per Art.57E.

**84.D/** Commissioning of the Connection: The Power Connection and Services shall be commissioned subject to the following conditions

**84.E/** Use of the Connection: The Circuit Breaker is a general controller, control and protection which should be installed by the Unit immediately after metering Device. The circuit breaker allows for manual control of all indoor facilities, operable by the Unit.

**84.F/** Failing to compliances shall initiate GDIZ action in accordance to Art.59 & Art.61.

## **Art-85. Pre-Paid Meters**

**85.A/** GDIZ may provide NWS meters for low voltage systems for delivery of the pre-paid electricity which allows the units to use the electricity according to the needs and time schedules.

1. The payment of connection fees and interest free security deposit to GDIZ as per Art.55 & Art.56
2. Signing of the LT Power Supply - Service Agreement in accordance to Art.32.

**85.B /** The pre-paid metering device shall be an electronic meter with screen. Besides its function to record the energy consumption, it can also regulate the costs of the contract power. The device is provided with a keypad to enter the codes provided by GDIZ upon purchase of the “energy credits”. After the installation of this meter, no recurring billing of consumption will be made.

## **/Section-6.3 Standards and Quality of Services for Power**

### **Art-86. Service Commitments of GDIZ**

**86.A /** Under contractual arrangements, GDIZ is committed to respond to requests/queries raised by the Clients as potential customers about performance of work within a specific time as per Article.28.

**86.B /** Contractual standards and obligations.

**86.C /** Technical management service quality standards.

#### *Restoration of the supply of electrical energy*

Except in exceptional circumstances, such as a case of force majeure, a thunderstorm or an extended interruption of the supply of electrical energy for which the GDIZ undertakes to make every effort to restore the supply of electricity as quickly as possible. electrical energy, if a fault appears on the Public Distribution Service Network and results in an interruption of the supply of electrical energy, the GDIZ undertakes to restore the supply of electrical energy within five (5) hours following the appearance of the fault.

#### *Scheduled interruption of the supply of electrical energy*

In order to improve the quality of service or for the Connection of new Clients, GDIZ may be required to carry out improvement work on the Distribution Service Network, which may require interruptions in the supply of electrical energy. In this case, GDIZ undertakes to inform the Client by press or any other appropriate means, with at least forty-eight (48) hours' notice.

## Art-87. Tolerances-As applicable with Connections

PARAMETERS	TOLERANCES
Frequency in the delivery interconnected networks	Two percent more or less(+ Or - 2%) of its nominal value at steady speed
Low Voltage at point of delivery	Five percent or more in ten percent minus (5% - 10%)
High Voltage at point of	Five percent or more of the least nominal value indicated by the GDIZ. (5%)
Margin of error in devices	Metering two percent more or less (+ Or - 2%)
Kwh Reading accuracy	Class 0.2(For active energy)
Reactive Power Accuracy	Class 0.5(For reactive energy)

## Art-88. Tariff for Power Supply and Services

**88.A/** Tariff –The applicable Tariff shall be notified BY means of circular upon any revision on the notice board of the GDIZ Office. Also, the copy of the latest tariff related to services offering by GDIZ may be collected from the Estate management Office of GDIZ.

**88.B/** Security Deposit- shall be charged at the maximum consumption demand - 200 hours of consumption at maximum demand.

**88.C/** All other charges on the periodic billing shall be in accordance to Art.57E

**88.D/** The Subsidy is subject to Govt. Regulation and may be regulated as per notification and orders of the Government. The new rates shall be immediately put into effect.

# **/SECTION-7.**

## **WASTE MANAGEMENT**



## **Art-89. Special Provisions for and Regulations Waste Collection and Disposal**

**89.A/** GDIZ has commitment for collection and disposal of solid waste specifically Garbage in nature from the common areas of the GDIZ only and not the Unit premises in particular. It is prohibited for Units to dispose any other waste into the common area bins which in general would be environmentally/aesthetically sensitive or that would involve deployment of specialized equipment for its collection and disposal including the construction waste.

**89.B/** However, Unit may enter into special agreement with GDIZ as per Form-8 with categorical disclosure of the waste and the quantity in Form-4 as an application to GDIZ for facilitation of such services upon chargeable basis.

**89.C/** Unit shall be liable to follow the instructions on handling of the wastes in the following articles before handing over such wastes to GDIZ for disposal.

**89.D/** GDIZ will have the right to initiate action against the non-compliant Unit in accordance to the relevant provisions laid in Art.59 and Art.61I.

### **89.E/ Solid Waste**

- 1.** Unit shall ensure no un-authorized dumping of the garbage or any kind of waste by definition within their premises or any property under use or lying vacant, within the RoW of the GDIZ, Green areas like water channels, landscape areas or any other public places within the extent and control of GDIZ. Unit shall safely store the garbage in well designated place and arrangement within its premises until environmentally safe disposal of the waste is done.
- 2.** No waste materials or its remains of any nature that may be environmentally sensitive in particular to name few like biological, radio-active, chemicals, and petroleum waste should by any means find access into surface drains or sewerage network of the GDIZ. The solid waste having any content of the nature should be separately stored in isolated covered place till its effective disposal is ensured by the Unit.
- 3.** Unit shall maintain separate bins, container or place with labels for storage in accordance to categorical classification of wastes as per the definition in Annexure-1-Glossary as per standard practices and shall follow strict compliance to proper segregation of the wastes, storage and disposal methods for e.g., Coals, oil and other "hot items" must not be placed in regular garbage; Construction and demolition materials, landscaping vegetation and bulk household waste should not be placed in residential garbage containers.
- 4.** The storage place or the containers should be accessible by Garbage Collection Truck and must be kept clear at all times.

5. The Garbage disposal bag or the container used for packaged disposal should not exceed 40 pounds (lbs) in capacity to be filled not more than two-thirds of their capacity in weight and have sufficient strength to safely contain the waste class they are designated to hold.
6. The Garbage disposal bag should not be secured with staples or any other closure devices with sharp points or edges.
7. For Wet Garbage, securely fastened plastic garbage bags shall be only used with no oil, grease or other liquid wastes in the disposal containers.

#### **89.F/ Non-Hazardous Waste**

1. All Units shall maintain appropriate storage Bins- watertight metal or plastic garbage containers with tight-fitting lids, of appropriate size for to allow sufficient storage time till the final disposal.

#### **89.G/ Hazardous Waste including E-Waste**

1. For all Hazardous Material, the place should be sealed for only authorized access.
2. Disposal of Hazardous waste including E-waste is strictly forbidden in the general waste stream or in any form in the storm water drainage system. Such classified materials should be appropriate packaged with labels and disposed to authorized vendors only.
3. Hazardous waste in particular liquids like oil spills must be handled with due care and proper installations to ensure that the spill will not result in storm water contamination. Balancing/Dilution Pit, Grease Trap should be installed by Unit at appropriate location to collect such hazardous disposal before directing into the storm water to avoid contamination. These are designed to both separate solid materials and non-miscible liquids from the waste water, and dilute aqueous waste water.
4. Unit should assign sufficient space and provide for tools and tackles that may be required for segregation or collection of the hazardous wastes generated from any defined activity.
5. Unit should only use containers, drums supplied by authorized vendors who deal into handling of hazardous waste -liquid /chemicals etc along with Labels. Liquid and solid hazardous waste should be stored in the supplier's original packaging only after use.
6. The Unit shall strictly comply with any applicable directives by Agence Beninoise de Environment (ABE), Benin on handling and disposal of such wastes. Some general instructions on disposal of hazardous wastes are as follows:

- a.** The Chemically contaminated consumables and electrophoresis gels (eg. bench covers, heavily contaminated PPE, agarose and acrylamide gels) must be collected in strong leak proof bags and labeled before being disposed through authorized vendors
- b.** Oil and oil/water mixtures in Small volumes (< 50 L) should be disposed of as chemical waste or to be disposed only by specialized vendors.
- c.** All batteries (e.g. alkaline, Ni-Cd, lithium, lead-acid) must be collected as chemical waste. The authorized vendors will ensure that batteries are recycled where possible.
- d.** Compressed gas cylinders must be returned to the supplier in order to prevent unsafe disposal.
- e.** All sharps in particular with biological or chemical contamination should be collected in a sturdy container with a plastic liner or dangerous goods drum to be disposed of as chemical waste through authorized vendors only.
- f.** Small volumes of pure asbestos and items such as asbestos heat mats may be disposed of as chemical waste.
- g.** Fluorescent Light Tubes: Fluorescent light tubes contain a small concentration of mercury which may be either fixated or extracted and recycled prior to going to landfill.

#### **89.H/** Method for disposal of Radioactive wastes

- a.** Segregation of Wastes : Highly radioactive and long-lived radioactive waste must be segregated from low level and short-lived radioactive waste so that a small volume of highly radioactive or long lived radioactive waste does not compromise the disposal of a larger volume of less radioactive or shorter lived radioactive waste.
- b.** Packaging and Labeling: Liquid radioactive waste must be packaged in the approved dangerous goods drums, strong leak proof plastic bags or sharps containers supplied by authorized vendors for the appropriate type of wastes classifications.
- c.** Storage: Radioactive waste that must be stored pending decay must be labeled with the name of the radioisotope, date, radioactivity at that date, the date after which the waste may be disposed of, the radiation trefoil symbol, and the generator's name. The storage location must provide adequate security and shielding of the radioactivity. Radioactive waste that is in storage must be regularly reviewed to check whether the materials are suitable for disposal, and if not, whether the storage facility remains adequate.
- d.** In case of any sealed equipment with radio-active elements inside, radioactive source must be removed before being disposed. This can normally be arranged via the manufacturer before being discarded and disposed of as general waste.
- e.** Sharps contaminated with radioactive materials must be placed in Yellow Sharps Containers, labeled (as required for radioactive waste) and stored pending decay to a level below 100 Becquerel per gram.

- f.** The wastes should be Stored until the radiation has decayed to less than 100 Bq/g (in freezer) before being disposed as biological waste through authorized vendors only.

**89.I/** Bio-Medical Wastes /Clinical & Biological Waste: These types of wastes must never be placed in the ordinary garbage stream, even if decontaminated.

**1.** Unit shall ensure disposal of such waste as per following:

- a.** Any waste classified as human tissue, Animal tissue or carcasses, Prions waste should be autoclaved then placed into yellow bags. Yellow bags containing un-recognizable tissue samples must be placed into a Yellow Clinical Waste Bin for collection.

- b.** Yellow bags containing recognizable body parts must be placed into a Burgundy/ Purple Anatomical Clinical Waste Bin for collection. Should be disposed of via on-site incineration at 1100 Celsius only.

- c.** Disposal of microorganisms must be wholly contained within a primary sealed container (eg an autoclave bag) and the primary sealed container must be packed in a secondary sealed unbreakable container (e.g. Tupperware container or garbage bin with a sealable lid). Clinical Waste Bins must be kept locked whenever they are not being accessed and where possible stored internally.

- d.** Plastic bags for the collection of clinical and biological wastes other than sharps should:

- i.** Allow for secure final closure when the bag is filled to a maximum of two-thirds of its capacity or 6kg, whichever is lesser; and

- ii.** Be suitable for the purpose, i.e. if to be heat sterilized they must be able to withstand high temperatures and allow steam to penetrate

**2.** Sharps must be placed into a sharps container as soon as possible after use. To avoid needle-stick injuries, needles must not be re-capped. Sharps containers must not be filled above the marked fill line. Sharps containers need to be rigid and impervious

- a.** Sharp objects, such as pieces of metal or tree branches should not be placed in regular garbage. Glass bottles or sharp objects must be securely wrapped in several layers of paper.

- b.** Chemically contaminated sharps must be placed in a yellow sharps container and disposed of as chemical waste.

**89.J/** Construction Waste: All waste material resulting from new construction or renovated property must also be suitably stored within the unit plot holding and shall be transported to the suitable landfill. The unit shall be responsible for disposal of all construction waste to suitable landfill outside GDIZ at their own cost.

## Art-90. Schedule for Waste Collection

**90.A/** Frequency of Collection: GDIZ shall be responsible for collection of Garbage (Non-Hazardous) only from the unit premises on all working days basis.

**90.B/** Waste Collection on Holidays: No waste collection facility shall be available on non-working days as per the official calendar of Benin.

**90.C/** Waste Collection on Holidays: Saturday and Sunday shall be observed as weekly closure of waste collection facility. All National and Public holidays as declared by the State.

## Art-91. Tariffs

**91.A/** GDIZ shall arrange for such services and the associated tariff shall be on case to case basis in accordance to the Service agreement with the Unit in Form-8 in accordance to the Environmental guidelines as stipulated by the Agence Beninoise de Environment (ABE), Benin.

**91.B/** Special User Charges” may be introduced by GDIZ specific Unit for its waste quality which in case require an additional effort and cost for GDIZ in collection, segregation, and disposal of the waste.

**91.C/** The latest applicable tariffs shall be notified by GDIZ on their Notice Board or the same can be collected from Estate management Office of the GDIZ.

## **/SECTION-8.**

### **ESTATE MANAGEMENT SERVICES**



## Art-92. Delegation of Duties and Responsibilities

**92.A/** Single Window Operations: In order to maintain a hassle-free environment, GDIZ facilitates a single window framework of operation within GDIZ for all statutory approvals and clearances related to operations. The operations shall be guided by standard operating procedures(SoPs).

**92.B/** Custom Gate Operation: The custom check points shall be all managed by the custom officials with the help of the general security to carry out their process for smooth operations. The operations and management shall be in accordance to standard Operating procedure as laid by customs from time to time and all Units shall have to adhere to the system.

**92.C/** General Area Safety and Security: GDIZ shall maintain General Security and vigilance within the GDIZ area limited to common facilities to ensure safe secured working environment within the GDIZ Area.

- 1.** The Security (if desired) will maneuver the check points as well as all the points of potential infiltration to control any un-authorized entry and exit within the GDIZ area. GDIZ shall by all means make effort to regulate authorized entry within the GDIZ area in particular by introduction of ID Cards and Passes.
- 2.** GDIZ shall have rights to introduce strict rules beyond the extent covered in this policy manual more explicitly in terms of fines and penalties during the operation to effectively enforce general safety, security, road safety, social disciplines besides a healthy living and working environment within the GDIZ.
- 3.** The Unit shall however be responsible for their own arrangement in terms of security and safety of their premises, establishments, and materials within their property. Unit should insure their assets and materials in order to safe-guard their interest in case of any thefts and damages due to any unforeseen circumstances beyond its control.

**92.D/** Police Station shall established by the Govt.of Benin outside the zone as per the Govt. plan for development of the overall area.

**92.E/** Fire Station: Shall be maintained by the Fire Department with well trained and equipped crew to handle any emergency or disaster management within the GDIZ area.

**92.F/** General Housekeeping Works: In endeavor to provide a clean, safe, secured and hassle-free work-live environment, GDIZ shall makes provisions for general upkeep, maintenance and upgrades to meet the enhanced customer experiences, to include all but not limited to their visitors, employees, associates using the area for fulfilment of their purpose. GDIZ may introduce fines and penalties in order to maintain disciplined actions within the GDIZ area.

**92.G/** Right of Way: The accessibility corridors are lifelines of any operational estates. GDIZ is committed to maintain it in clean, hygienic, illuminated, safe, secured and visually pleasing conditions.

**92.H/** The carriageway shall be maintained for smooth movement of the vehicles with appropriate signalization- reflective traffic signage, directional signboards road markings, traffic bollards/Barriers/Posts, blinkers to enable safe and guided drive in entire GDIZ area even during the night with well illuminated streets.

**92.I/** GDIZ shall effectively deliberate its responsibilities towards the upkeep-road sweeping, dust-bin clearing, cleanliness of the entire right of way (RoW), maintaining the street furniture in user friendly conditions.

**92.J/** GDIZ shall ensure regular maintenance of the carriage-ways and also the safe pedestrian movements along with provisions to allow safe and designated alighting and de-alighting for the passengers of the public transportations like Bus and Taxis.

**92.K/** GDIZ shall maintain the storm water drains network in unobstructed clean condition not to allow any kind of sedimentations and smooth passage of the storm water to effective drainage of the catchment including the road carriage-ways.

**92.L/** Public Conveniences: GDIZ shall have provisions for well-maintained public conveniences at designated places of public transit and gatherings to facilitate the visitors and workers.

**92.M/** Landscape: In order to make the GDIZ, dust-free, to the extent possible pollution free, and aesthetically pleasing and amicable environment, GDIZ shall maintain a well-developed landscape at all times with necessary care to provide all its inhabitants and visitors a place of general attraction and attachment beside being compliant to ABE at all times .

**92.N/** Waste Water-Sewerage Conveyance & Treatment: GDIZ shall manage and maintain the entire pipeline, manholes to include in conveyance system and treatment system –CSTP for environmental friendly disposal in accordance to the provisions laid in Section-4.

**92.O/** Water Supply and Distribution Services: GDIZ shall manage and maintain the entire pipeline, control points to include in conveyance system and water source –Bore wells, Ground & Elevated Level Water Storage Tanks in accordance to the provisions laid in Section-5.

**92.P/** Power Supply and Distribution Services: GDIZ shall manage and maintain the entire cable network, central/sub-stations, supply control/delivery for un-interrupted power supply in accordance to the provisions laid in Section-6.

**92.Q/** Waste Management Services: GDIZ shall manage and maintain the Solid Waste Management limited to nature of Garbage/Domestic waste which do not include any Construction Waste, Radioactive waste, E-Waste, Bio-Medical waste under broad categories and to include all which may be potential hazard for human handling. Any Industrial refuse/disposal shall be specially arranged by the Units or will be arranged by GDIZ in accordance to the agreement as per Form-8 of Annexure-3.

**92.R/** Social Amenities: GDIZ will maintain social amenities to be operated by private operators to facilitate Unit for their requirement like Training Hall, Club, and First Aid Centre. The use shall be available on pay and use basis for its level of services to the Units. The Units shall be obliged to register their workers for a mandatory periodical health check-up to maintain healthy working condition within the zone.

## **Art-93. Land Transfer**

**93.A/** Unit shall be responsible for notifying GDIZ about any change in ownership or transfer of the industrial asset to any third party. It is mandatory to obtain No-Objection certificate from GDIZ towards settlement of all dues/outstanding or any related matter to operation within GDIZ. All existing subscription of services or agreements for the related property with GDIZ shall be deemed terminated effective from date of transfer.

**93.B/** A revised lease rate may be applicable as per prevailing rates to the new owners besides any additional difference as might be applicable which will automatically cease to follow the terms as per the existing lease terms. Transfer process not in accordance to the section 93A shall be termed illegal and continuing operations shall be deemed un-authorized.

**93.C/** GDIZ reserves the rights for withdrawal of services besides blocking the access of the new unit/owner to ensure settlement of all outstanding dues including the transfer fees (if not paid) and shall be liable to unsettled issues and concerns of the unit opting to exit from the GDIZ.

**93.D/** It is customary for all Units to secure a certificate for authorized operation within GDIZ to ensure availability of the services with new agreements with GDIZ as per terms of conditions implied in related sections of this document.

## Art-94. Rain Water Harvesting

**94.A/** It is highly recommended for Unit to make all possible arrangements for rainwater harvesting thereby maintaining underground water-tank(s) of appropriate capacity besides installation of re-charge pits to contribute underground water resources. The outlets for run-off water from roof-top as well as surface (hardscape as well as softscape over the total area of the Unit premises) should be connected to rain-water harvesting system.

**94.B/** The provisions may be introduced as a mandatory provision by the Agence Bureau de Environment (ABE), in due course of operation.

## Art-95. Environmental Management Plan

**95.A/** GDIZ including all units are obligatory to Environmental compliances set by the Agence Bureau de Environment (ABE), Benin. The Units are mandated to establish their operations in accordance to Environmental Management Plan which should cover its commitments to environmentally sensitive actions and activities within GDIZ.

**95.B/** No site, or part thereof, shall be used or maintained as a dumping ground for rubbish, trash or garbage always and presence within the GDIZ area. Trash collection containers shall be situated and enclosed or otherwise screened not to be visible from streets or other adjacent sites. The Unit shall be responsible for managing the disposal of its typical wastes in accordance to provisions laid in this Operational Guidelines-Section-7: Waste Management. Failing to proper management of waste or any attempt to dispose in the un-prescribed manner may be imposed penalty along with cost of handling the wastes by GDIZ. Such Disposal may also be liable for legal actions under the Environmental Protection Act.

**95.C/** The Unit shall maintain a well-articulated storm water drainage network within its premises to effectively connect to the GDIZ network of storm water drains or the existing natural drainage channels identified and authorized by GDIZ. No area under use or proposed to be used shall be allowed to have standing water which may be potential hazards to mosquito breeding or un-healthy and un-safe environment. GDIZ shall have all rights to impose penalty for such actions whether intended or in ignorance.

**95.D/** Under no circumstances, Unit shall by any means divert their drainage into neighboring plots/ parcels for relief from their responsibility to management of their drainage system.

**95.E/** Noise Control and Air Pollution Control: The Unit shall introduce all measures and mechanism to control the noise pollution and the air pollution as regulatory requirement of the Environmental guidelines of the Agence Bureau de Environment (ABE), Benin.

## Art-96. Access to Units

### 96.A/ Points of Entry & Exit

1. All plots within GDIZ would have specified location/width for the egress and ingress with respect to the orientation of the plot w.r.t to the RoW and the traffic management proposed for the location in conjunction with development plan of GDIZ. The access from the carriage-way would be provided through access drain covers over the storm water drainage networks of the GDIZ appropriate to allow passage of the Light Motor Vehicles. Any strengthening of the access shall be at the cost of the Unit.
2. **Location/Position:** Entry/Exit greater than the allowable width shall be subject to evaluation of the master plan provisions of GDIZ and necessity as put-forth by the Unit to the GDIZ. The cost of the culvert for providing extra width would be charged for dismantling of the existing general drain section and actual cost of construction of the culvert with 15% additional administration charges as applicable. The Unit shall not be permitted to carry out the specified work under any circumstances
3. **Permissible Numbers and Width of Access:** GDIZ proposes maximum number of ingress/egress points from a GDIZ street/ road as required for each of the plot depending upon the size/area of the plot.

#### PERMISSIBLE INGRESS/EGRESS PROVISIONS

Sl.	Plot Area	Maximum No of Egress/Ingress Points	Width of the Access
1	</=2,0 ha	1 n°	6,0 Mtrs
2	>2,0 ha et <4,0 ha	2 n°	10,0 Mtrs
3	Additional Points of Ingress/Egress	Subject to Approval of GDIZ and subject to additional Payment	

#### 4. Unit Access Road from GDIZ-Carriage-way

- a. The construction of the access Road upto the unit property line including the Access culvert in case of Unit allowing movement of heavy vehicles shall be responsibility of the unit. The access road within the RoW corridor should be preferably in concrete paver blocks of 80mm or above in thickness fixed on sand bed as per standard specifications. The provisions should allow GDIZ to discharge its duties for maintenance of the services line laid in the RoW. The cost of dismantling restoration of the access (In case of concrete or bitumen road) in event of attending faults in service network shall be responsibility of the Unit.

- b.** Maintenance Liabilities: Access Road shall be kept free of encroachment and shall be so designed as not to obstruct easy movement of a fire-engine or any other vehicle/ pedestrian movement. Unit shall without fail observe the following:
  - i.** Shall not be fenced.
  - ii.** Shall be accessible whenever required for any maintenance works.
  - iii.** Shall not be used under parking or stacking of materials during construction or operation by the Unit or its occupants
  - iv.** Shall not be allowed for even any temporary construction.
- 5.** Un-authorized Parking/Loading and Unloading
  - a.** The Unit shall provide for appropriate parking provisions including dedicated space for their loading and unloading areas within their premises for all their expected transportation and logistics requirement.
  - b.** No Parking shall be made on the GDIZ road network and shall be observed as violation. GDIZ shall have full right to tow the vehicle and impose fines to the defaulters. The Unit concerned shall be liable for such payments.
  - c.** No storage, stacking, loading and unloading shall be allowed on the GDIZ road network which may be subjected to penalty.
  - d.** In case of conditions wherein the Unit cannot manage parking of the trucks/commercial vehicles within their premises, the Unit may hire parking space from GDIZ in designated area upon payment of applicable charges.

## Art-97. Encroachments

**97.A/** Unit shall not attempt on whatsoever under any pretext for any kind of encroachments into the GDIZ common areas or upon plots abutting their property. GDIZ shall have full rights to initiate legal proceedings and Unit shall be liable for judicial action within the legal framework of Benin.

## Art-98. Traffic Management Rules

**98.A/** GDIZ shall have well developed traffic signage and directional signage to effectively guide the vehicle movement within GDIZ.

**98.B/** GDIZ shall strictly follow traffic management rules of the Republic of Benin and violations shall be subjected to be handled under the legal framework without exclusion.

**98.C/** Unit is obliged to enforce strict adherence to any traffic violations within the GDIZ.

## Art-99. Accidents and Damage to GDIZ Assets

**99.A/** The accidents of any kind in particular vehicular causing damage or destruction of any type within the performance areas of GDIZ shall be recovered by the Unit responsible for grant of entry authorization within the GDIZ.

**99.B/** In case of any arson, damage by staff or related service providers of the Unit within GDIZ, shall be responsibility of the units.

**99.C/** GDIZ shall not entertain any excuse on account of proving not guilty.

## Art-100. Un-Authorized Excavations/Digging

**100.A/** GDIZ Authority has reserved its exclusive rights to any interventions within the GDIZ area in particular the common areas.

**100.B/** Unit is not authorized to entertain any activities by their contractors, suppliers, vendors or any person being employed/ deployed for its services to carry any interventions including but not limited to excavation/digging in the area not under their authorized control that is outside the plot/parcel as per the land registration boundary of the particular Unit. Any such activity by intent or in ignorance may be subjected to legal proceedings against the Unit for deliberate attempt to disturb/damage the public utility/facility.

**100.C/** The damage caused shall be recoverable as cost of restoration plus administrative cost and penalty.

## Art-101. Un-Authorized Erections of Hoardings/Signage/Towers

**101.A/** The Unit may erect 1(one) signage of appropriate size only within their plot/parcel to display the logo and the name of the Unit but should not use the display board for promotion of its products besides not being visual distraction to the vehicle drivers. In case of any additional requirement of such display boards/signage, the Unit shall have to take such authorization upon payment of charges from GDIZ.

**101.B/** GDIZ reserves the right to erection of hoardings, Signage or any promotional display boards, banners etc to attract commercial visibility within the GDIZ. Unit may request GDIZ for such erections upon chargeable basis.

**101.C/** The request for such installations may be submitted for approval to GDIZ with the following details

1. Size and type of Signage/Hoardings
2. Location
3. Design details of the Hoardings to withstand the wind, dead, seismic and other loads.

**101.D/** The request may have to be in accordance so as not pose to be a safety hazard of kind for e.g.,

- a. Flashing and non-neon signs of higher intensity than 10 Ft. candles that may be harmful for drivers due to excessive glare.
- b. Close proximity to Overhead Power Cables.
- c. Minimum distance of 100 M. from the junction of the intersection of a road. This distance being measured between hoarding and the center line of a Junction.
- d. Any hoarding which is likely to be confused with an authorized traffic sign or signal shall not be permitted. Any hoarding containing the word 'stop', 'look' danger or other similar word that might mislead or confuse the traveler shall not be permitted.

**101.E/** Deposit and Fees: The fees for erection, maintenance and charges concerning allocated use of area shall be charged in advance as per the rules of the GDIZ as decided from time to time.

**101.F/** It is un-authorized to erect mobile towers/or any arrangement for boosting wireless/internet connectivity within the GDIZ.

## **Art-102. Bill Posting**

**102.A/** Unit(s) or any vendor, supplier, contractor is strictly prohibited to post, stick any kind of bills, directions, instructions of any nature within GDIZ area.

**102.B/** Strict Action may be initiated against such actions and may be subjected to penalty.

## **Art-103. Public Functions and Gathering**

**103.A/** The Unit is prohibited to hold any public functions or any kind of mass gatherings including walking Interviews within the Unit premises as well as within common areas of the GDIZ. Attempt to such actions may be observed as violations under Beninese Law.

**103.B/** GDIZ has set procedures to allow such events after due approval of the GDIZ Authority which would include a prior information to the Gate Security Control, Custom Authority as well as Police.

**103.C/** GDIZ may allow such event in its common areas subject to payment to be decided upon the nature and period of use under special recommendations of the GDIZ Authority.

## **Art-104. Trade Paraphernalia in Common Areas**

**104.A/** It is strictly prohibited for any Unit under any pretext or reasons whatsoever to stack, store any of the materials whether for construction use or raw-materials for production in the areas which do not fall under authorized possession of the Unit.

**104.B/** In event of genuine hardship, GDIZ may facilitate such temporary management of the materials upon chargeable basis to be exclusively case to case basis depending upon the nature, area, period of use.

## **Art-105. Non- Payment of Estate Management Services**

**105.A/** Estate Management Charges are compulsory payments for general maintenance of the GDIZ. The charges are binding upon the Units and Units shall have no right whatsoever to stop/defer the payment once the charges are billed to the Unit within the due date.

**105.B/** GDIZ shall have rights to terminate service agreements for water supply, Power Supply in order to enforce realization of Estate Management charges.

**105.C/** GDIZ may initiate legal proceedings against defaulters and bar the entry of commercial vehicles inside GDIZ.

## **Art-106. Standards of Service**

**106.A/** GDIZ shall manage a well-trained team including expertise of the respective fields to effectively discharge their duties in accordance to pre-established standards and procedures.

**106.B/** GDIZ shall manage a well-trained team including expertise of the respective fields to effectively discharge their duties in accordance to pre-established standards and procedures.

**106.C/** GDIZ shall maintain schedule for recurring or regular maintenance activities as part of estate management services. The activities and routine allocations shall be subjective to seasonal imperatives in particular dry-season and wet season which shall exclusively demand for dedicated efforts in some area of responsibility.

**106.D/** GDIZ shall be equipped with tools and tackles in case of any emergency which demand dedicated attentions of GDIZ Authority. GDIZ Authority shall exclusive rights to divert all its workforce and reserves to counter disaster arising due to force majeure without any prejudice to provisions in this Operation and Maintenance Guideline.

**106.E/** GDIZ shall have full rights to impose additional charges to Units without any prejudice towards handling situations not exclusively covered in its stipulated duties and responsibilities in order to effectively maintain its commitment for safe, secured, clean, and pleasing work environment within the limits of GDIZ.

**106.F/** GDIZ may introduce new facilities or value-added coverage of services within its framework of operation and maintenance and introduce commercial operators.

**106.G/** GDIZ shall have rights to introduce charges for performance of duties upon special demand of the Units. Such demands shall have a validation from a minimum of 75 percent of the Units operational within GDIZ. The implementation of such additional activity shall be binding upon all the Units and shall be liable to be charged accordingly on cost sharing basis.

**106.H/** In case of any grievances, Unit may register its complain for GDIZ to address the concern.

## **Art-107. Scheduled Activities/Performance Standards**

**107.A/ Single Window Operations:** The following Services of the Single Window Office shall be available to Unit only within the standard working hours 08:00 Hrs. to 16:00 Hrs. or as per applicable labor law of Benin.

1. Application Process,
2. Administrative works including Visa, Work Permits,
3. Statutory Approvals and Clearances

**107.B/** Customer Relationship Cell for providing operational support to Units or for initiating response against any Grievances shall be operational on standard working hours 08:00 Hrs. to 16:00 Hrs. basis. However, such functions shall be regulated upon needs and operational requirement of GDIZ.

### **107.C/ General Housekeeping Works**

GDIZ shall make all arrangement to perform its duties covered in the house keeping within the normal working hours 08:00 Hrs. to 16:00 Hrs. or as per applicable labor law of Benin.

**107.D / Street Lights:** The desirable illumination levels shall be always maintained on the streets including other open areas in frequent Use like Parking. The Lighting shall be in accordance to astronomical timers for all the fixtures but in extreme case if the lighting requirement is assessed to be more than required, GDIZ may keep some of the lights in switched-off mode.

(b) The fused lights shall be changed on immediate basis of reporting.

**107.E / Landscape:** Scheduled activities related to grass cutting, pruning, tilling, irrigation; de-weeding, fertilization etc. shall be on regular basis as per maintenance schedule.

**107.F / Waste Water-Sewerage Conveyance & Treatment:** Access to the Services is on 24X7 basis

**107.G / Water Supply and Distribution Services:** Access to the Services is on 24X7 basis

**107.H / Power Supply and Distribution Services:** Access to the Services is on 24X7 basis

**107.I / Waste Management Services:** GDIZ shall execute the services on regular basis within the standard working hours 08:00 Hrs. to 16:00 Hrs.

**107.J / Social Amenities:** In principle, the facilities are available on 24X7 basis but shall be made available as per schedules and charges applied by the respective operator.

**107.K / Truck Parking:** GDIZ has land allocation to be used as Truck parking upon payment basis.

## **Art-108. Tariff and Applicable Charges**

**108.A / Estate Management Charges** means the minimum fixed charges to the Unit by GDIZ based upon the size of the land holding, frontage or combination of both by the Unit and payable on monthly basis.

**108.B /** The Estate Management Charges may include additional charges that may be chargeable to the Units

**108.C /** The Unit shall have to compulsorily pay a fixed charge of 100,000 XoF per month towards extra cost incurred on cleanliness of the zone to the expected movement of the construction materials/vehicles on roads.

**108.D /** GDIZ may introduce charges on movement of commercial vehicles within GDIZ.

**108.E/** Any special cost which might be essential to manage and maintain the GDIZ upto standards in compliance to government rules and standards.

**108.F/** Any cost to be incurred for an action in favour of collective benefits to all Units.

**108.G/** GDIZ may organize functions of national importance of in public interest and importance which may warrant contributory charges to the Units.

**108.H/** GDIZ shall have rights to levy Penalty against the Unit for action of its assigns as per provisions in Art.61I that may or have caused destruction to the GDIZ assets or create an anti-environmental condition for the users. The penalty in terms of fines may be imposed on the users directly as well..

**108.I/** The following conditions shall attract imposition of additional charges in form of penalty

- 1.** Particular nature of business operation by an Unit or their vendors/service providers is causing nuisance to the other Units.
- 2.** Plying of commercial vehicles or operation by any particular Unit or their vendors/service providers needs additional deployment of man and machine by GDIZ to ensure safe and comfortable operating environment for other Units.
- 3.** Particular operations have undesirable wear and tear effect on the GDIZ infrastructure and facilities.

**108.J/** The latest applicable Estate Management Charges shall be notified on the notice board of the GDIZ office or can be collected from the office of the GDIZ-Estate management.

**108.K/** The payment defaults shall be charged with applicable interests.

# **/ANNEXURE- 1**

## **GLOSSARY**

## /A

**1. Acts, Rules,** refers to the terms and expressions used in the SEZ Act of Republic of Benin have the same meanings as the case may be.

**2. Access to Unit** refers to the extension of the road between the carriage-way and the property line to facilitate entry to the plot. The access road is within the Service Corridor of GDIZ.

**3. Advertising Sign** also referred to as Bills, Postings being displayed by using any surface, panels or structure with characters, letters or illustrations applied thereto and displayed in any manner whatsoever out doors for the purpose of advertising or giving information regarding or to attract the public to any place, person, public

performance, article or merchandise, and which surface or structure is attached to, forms part of or is connected, with any building, or is fixed to a tree or to the ground or to any pole, screen, fence or hoarding or displayed in space; or in or over any water body included in the limits of GDIZ.

**4. Architect** means a person licensed to practice the profession of Architecture and registered with accredited Society for Professional Architects. 5. Agence Béninoise pour l'Environnement (ABE : Department responsible for implementation of Environmental compliances in Benin.

## /B

**1. Boundary Wall** is the Plot Boundary wall to be constructed by the Unit as per the specification of the GDIZ.

**2. Building Line** means the line up to which the plinth of a building adjoining a street or an extension of a street or on a future street may lawfully extend and includes the lines prescribed, if any.

**3. Built-Up Area or Floor Space** means the area covered by a building on all floors including cantilevered portion, if any, but except the areas excluded specifically under these Regulations.

**4. Biochemical Oxygen Demand (abbreviated as B.O.D.)** means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20 C, expressed in milligrams per liter, as determined by procedure outlined in "Standard Methods".

**5. Building Sewer** means the sewer under the control of the property owner and extending from the building to the first inspection chamber of manhole in GDIZs land.

**6. Bio-Medical Wastes /Clinical & Biological Waste** is defined as waste resulting from activities related to biological, medical, etc., that has the potential to cause disease.

## /C

**1. Contiguous Land** means a continuous piece of land in one ownership irrespective of separate property register cards/possession receipts of plots.

**2. Custom Gate** is the Gate controlled by Custom Officers for its all Entry and Exit of man and materials as per standard procedure of the checks.

**3. Control Manhole** means the manhole so designated for the access purpose of collecting waste effluent samples and facilitating observation and measurement of wastes as necessary from a property. It shall be last manhole in the building sewer or the manhole at the junction of the building sewer with the public sewer downstream as may be decided by the "GDIZ".

**4. Construction Waste** includes waste generated from construction or demolition sites, the materials such as plaster, dirt, concrete, bricks, wood, drywall, fencing, roofing materials, cement blocks, metal or plastic refuse etc., including the excess excavated soil.

**5. Connection** refers to the provisions and arrangement using appropriate accessories and installation with a metering device to ensure the desired services within the property up to the delivery point.

**6. Chemical/Oil Waste** refers to wastes generated from use of petroleum products, Chemical like Acids, Alkalis, Toxic Substances and other laboratory materials, contaminated glass-wares etc.,

## /D

**1. Day** is defined as the period of twenty-four (24) Hours beginning and ending at 00h00 midnight Beninese time

**2. Delivery point** designates a physical point, corresponding to the place of the transfer of ownership of the services (in particular the connections related services like Water, Power & Sewer) between the GDIZ as service provider and

Unit as the User. The characteristics of the Services shall be in accordance to the respective services

**3. Drains** refers to structure Culverts/Cross drainage including Drains along the carriage-way which serves as collection inlet for purpose of conveyance of the storm water run-off from the catchment to the Water Channels for disposal into the sea.

## /E

**1. E-Waste** refers to wastes generated as result of discards from the electronic gadgets, equipment, electrical, computers, batteries, etc.

## /F

**1. Floor Space Index (FSI) or Floor Area Ratio (FAR)**

means the quotient of the ratio of the combined gross covered area (plinth area) on all floors, excepting areas specifically exempted under these Regulations, to the total area of the plot

## /G

**1. Garbage** means solid wastes from the domestic and commercial preparation, cooking & dispensing of food and from the handling storage and sale of produce.

## /H

**1. Hazardous Waste** can be broadly defined as any material that cannot be used further or is unwanted/refuse, and poses risk to the community or to the environment if not properly handled or disposed. The following is referred to as Hazardous waste.

**2. Housekeeping** refers to the scheduled activities set out by GDIZ for operation and maintenance and upkeep of the common areas.

## /I

**1. Industrial Wastes (Effluent)** means the liquid wastes for industrial manufacturing process, trade, business or from any development, recovery or processing operations, as distinct from sanitary sewage. This shall not include solid wastes whatsoever.

**2. Infrastructure** means facilities needed for development operation and maintenance of an area.

## /J,K

**1. Kerb** refers to the edge definition in general which defines the extent of the carriage-way.

**2. Kilowatt Hour or Kwh** is the designated unit of the Energy..



**1.Land Use** means the principal use of land for which an Allotted Plot of land or building thereon is used or intended to be used, for the purpose of classification of a Allotted Land of land according to the land uses, a land use shall be deemed to include subsidiary land uses which are contingent upon it.

**2.Landscape-Hardscape & Softscape** refers broadly cover to as includes all landforms, grassing, ground covers-may be plants or tiles/pavers, trees, statues, sculptures, pathways, elements of the street furniture, street hardware, any type of installations like Lighting fixtures, any other object installed with specific use purpose or aesthetic values.

**3.Liters** mean Imperial standard liters.



**1.Month** means period starting at midnight of the 25th day of the Calendar month and ending at midnight on the 24th day of the following calendar month, measured according to Gregorian calendar. This will be observed as the normal Billing Cycle of the GDIZ services.

**2.Annual Program** is the program of the requirement of the power by the Unit in stages defined as may be quarterly for following years of its operations.

**3.Natural Outlet** means any outlet into a water course or standing surface water or ground water.

**4.Non-Hazardous Waste** refers to solid waste to include all that do not pose health hazards to life or in any way cause detrimental effect to the environment including air, water or land. The waste under this classification may be recycled or the objects which cannot be recycled may be disposed to safe designated location preferably Sanitary Landfills.

**5.Non-Recyclable Waste** refers to rejected or discarded materials which has practically no economic value and cannot be changed to any other form either because of lack of economic return of ease of handling.

**6.Metering system or Device** is defined as the whole of the equipment installed by the Parties to facilitate the counting of the Energy or water supplied by the installations.

**7.Maximum Demand** is defined as the demand for power or water in particular by a Unit for its consumption over a period of time which is minimum 1(one) month as billing cycle.

## /O,P

**1.Permission** means a valid permission or authorization in writing by the GDIZ Authority Republic of Benin to carry out development or a work regulated by the Regulations.

**2.Permissible FSI:** All plots have permissible FSI on each plot allotted by GDIZ and Unit has right to construct.

**3.Pipe Line** means a pipe or conduit or other construction provided for carrying water up to the plot boundary

**4.Public Sewer** means sewer in which all owners of abutting properties may discharge and which is controlled by the GDIZ.

**5.pH** means the logarithm of the reciprocal of the weight of hydrogenous in grams per liter of solution as determined by procedures outlined in "Standard Methods".

**6.Public Conveniences** refer to the designated structure/kiosk/place within easy reach of the carriageway to facilitate people to use in case of need for human relief such as Public Toilets and water fountains.rd Methods".

**7.Putrescible Waste** is mainly food wastes or may include other perishable waste, Garden Waste that can be used for organic composting..

## /Q,R

**1.Road** means a passage created for movement of any type of traffic related to any development in the vicinity of SEZ or outside SEZ giving access to SEZ.

**2.Right of Way (RoW)** means of accessibility to the developed areas of the GDIZ which includes carriageway & infrastructure services to serve the GDIZ development area.

**3.Road/ Street-Level or Grade** means the officially established elevation or grade of the Centre line of the street upon which a plot fronts, and if there is no officially established grade, the existing grade of the street at its mid-point. It also limits the width of the road where the vehicle can move and unless specified park on authorize location only.

**4.Recyclable Waste** is wastes which can be reused in the state of its rejection of after a standard industrial process in practice. e.g., Papers, Metals' scraps ,plastics which may

**5.Right of Way(RoW)** refer to the land reserve within GDIZ exclusively dedicated for providing roads accessibility to the Units along with providing sufficient space called service corridor for laying of pipelines, cables etc. towards fulfillment of services requirement. In principle the width is measured perpendicular between the property lines or any other designated land use.

**6.Roads** refer to the carriageway which provides a smoothly laid bitumen surface top for all types of vehicular movement. Sometimes roads may refer to the RoW in general.



**1. Service Agreement** is the signed contract between the Unit and the GDIZ for the provision of services as mutually agreed upon the terms of condition stipulated in this document and also the special terms of condition set by GDIZ.

**2. Sewer** means a pipe or conduit or other construction provided for carrying sewage.

**3. Sewage Treatment Plant** means any arrangement or devices and structures used for treating sewage.

**4. Sewerage Works** means all facilities for collecting, pumping, treating & disposing of sewage,

**5. Source** means the producer or the supplier of the electricity or water for which GDIZ only owns responsibility of the distribution to its customer as Unit.

**6. Sludge** means any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds or any duration longer those 15 minutes, five times the average 24 hours concentration or flow during normal operation.

**7. Shredded Garbage** means the wastes from the preparation, cooking & dispensing of food, that have been shredded to such a degree, that all particle will be ½(half) carried freely under the flow conditions normally prevailing in sewers, with no particle greater than one half (1/2) inch in any dimension.

**8. Suspended Solids** means solids that either float on the surface or are in suspension in water,

sewage or other liquids or which are removable by a laboratory device, quantitative determination shall be done in accordance with standard methods.

**9. Standard** means any process or guidelines which is accepted and practice by accredited institutions/ organization or as approved by GDIZ.

**10. Street Lights** refers to the poles and light fixture including high mast, Bollards, Uplighters etc. purposely installed within the GDIZ to illuminate the common areas under use.

**11. Street Furniture/Hardware** refers to objects and pieces of equipment installed on streets and roads for various purposes. It includes benches, traffic barriers, bollards, post boxes, phone boxes, streetlamps, traffic lights, traffic signs, Directional signs, bus stops, taxi stands, public conveniences, fountains, any type of signage/panel installations, sculptures, Electric Poles, Package Sub-Stations, Switch Boxes and waste receptacles. An important consideration in the design of street furniture is how it affects road safety.

**12. Signalization** refers to the street furniture-signage, road markings, indications which not only serve as traffic regulators but also directional signage to facilitate hassle free accessibility to desired destination. as well installed within the extent of the Right-of Way(RoW) to facilitate smooth, safe driving as well as all types of movement

**13. Solid waste** as per classification of waste refers to the useless and unwanted products in the solid state derived from any of the activities of and discarded by society/ community w.r.t to its application, after-use, and concern to health and hygiene to human life. Precautionary action to be undertaken for disposal of the same.

**14. Sharps** are defined as discarded objects or devices capable of cutting or penetrating the skin, e.g. hypodermic needles, Pasteur pipettes broken glass and scalpel blades. Various hard plastic items, such as broken plastic pipettes, are also classified as sharps. All sharps have the potential to cause injury through cuts or puncture wounds.

## /T,U

**1.Unit** means any individual, firm, Company, Association, Society, partnership firm that has been allotted land or a building-floor space or has been rented by the authorized owner of the land in the GDIZ who has entered into a valid contract for operation within the GDIZ.. Unit may further be defined as a person or body of persons, company, firm or such other private or Government undertaking, who develops, builds, designs, organizes, promotes, markets, operates or maintains or manages a part or whole of the infrastructure and other facilities in the area or for the area declared as Industrial Zone by the Government of Benin.

## /W

**1.Water Course** means channel in which flow of water occurs either continuously or intermittently.

**2.Waste** is defined as generation of undesirable substances which is left or refused after they are used once.

# **/ANNEXURE- 2**

## **INDEXATION FORMULA**

## 1. Basic Principle:

a. The adjustment of the Purchase Price is done by a weighted coefficient reflecting the evolution of the costs of operation since the last revision.

## 2. Notations :

### a. Indices

**N**=reference for the period elapsed (Not Period) since the last revision (referring to the period n-1)

**S**=Weighted Average Value of the point of Salary of an GDIZ

**M**=Wholesale Price Index of the Intermediate Goods in France published by the INSEE

**F**=Parity of the CFA Franc in relation to the Euro

**T**=Composite index of import taxes for the activity Electricity

**GZ**=Price of the Gas went to the site of production of Electrical Energy of Alenkari

**L**=Harmonized index of the Consumer prices of the Households (394 Articles) published by the statistics Branch of the Ministry of the economy of Benin.

### B. Coefficients

**a, b, c, d** =Weighting coefficient applied to the Indices above and reflecting the general structure of production costs(a +b +c +d=1)

**Kn**=Coefficient of revision calculated by the formula of revision for the period 'n' considered applicable to the purchase price

## 3. Formula :

Revised Price= Price X Previous Coefficients, Kn.

$$\text{Coefficient of Revision} \\ \mathbf{Kn = a(S_n/S_{n-1}) + b(M_n/M_{n-1})X(F_n/F_{n-1})X(T_n/T_{n-1}) + c(GZ_n/GZ_{n-1}) + d(L_n/L_{n-1})}$$

#### 4. Value of the Indices:

a. The Indices used are the last official indices known. If one of the Indices selected is not published or is too old, an equivalent index is retained or built, with retroactive effect from the last publication of the Index replaced.

#### 5. Rounding Method: :

a. In the calculation, the indices will be taken with the whole of their decimal places, and the coefficient of revision will be calculated using the conventional rounded(lower value if the following decimal place is less than or equal to ,value greater than otherwise)in respecting the numbers of decimal places provided for in the tariff.

#### 6. Calculation of the Index “S”:

a. The weighted average value of the point of Salary of an employee of the GDIZ will be conventionally calculated as follows:

b. We consider a team type representative of the distribution between the different categories of staff of the GDIZ and comprised of :

- i. Framework
- ii. Electrical Expertise
- iii. Ground Staffs for Execution

c. The weighted Average Value S0 from the point of salary of an GDIZ of the seller in value of 01st January 2013 is thus equal to:

- i. Value of the point of Salary of an employee of Electrical Expertise
- ii. Value of the point of Salary of an Ground Staff in execution
- iii. Value of the point of Salary of an employee as in framework

$$S0 = ((\dots\dots X \text{ etc.}) + (\dots\dots X \dots\dots)) + (\dots\dots X \dots\dots) / \dots\dots = (\dots\dots\dots\dots)$$

#### 7. Calculation of the Index “T”

**T**=f X+ g X DI+F, with f=0.65 and g=0.35

**OF**/Rate of Customs duty on equipment and raw materials

**DI**=Rate of customs duties on intermediate goods

**F**=Rate of FTID (Data Processing Costs Customs)

## 8. Values of the weighting coefficients to the date 'd' and the first application of the formula for revision:

$$a=\dots\dots\dots b=\dots\dots\dots ; c=\dots\dots\dots d=\dots\dots\dots$$

## 9. Values of the reference Indices at 01st April 201.....

$$\begin{array}{lll} S0 =\dots M & ; O =120.39 & ; GZ0 = 88.1193 \\ F0 =655.957 & ; T0 =0.155 & ; L0 = 121.16 \end{array}$$

## 10. Values of the reference Indices at 01st April 201.....

a. The application of the coefficient  $K_n$  to the fare to the end date of the period  $n$  considered is reflected by an index 'En' of the price of electrical energy, increased, compared to the index of the end date of the previous period  $n-1$ , of the value of the coefficient  $C_n$ ,

$$\text{Either } E_n = C_n \times E_{n-1}, \text{ with } E_0 = 1$$

## 11. Updating the weighting coefficients:

a. The weighting Coefficients  $a, b, c, d$  are modified if ::

*i.* The index  $E_n$  has increased by more than 20 percent compared to the last update of the formula, that is to say the product of cumulative indices  $C_n$  successive is higher than 1.20;

*ii.* Any one of the Indices  $S, M, GZ, F, T$  or  $L$  has increased by more than 50% since the last refresh;

*iii.* The introduction of new means of production or the Use of new sources of energy significantly altered the structure of operating cost of the GDIZ nd Staffs for Execution

**12.** The indexes used are the last known official indices. If one of the indices used is not published or is old, an equivalent index is selected or constructed in accordance with the Beninese, with retroactive from the last change index effect. In the calculations, the indices will be taken with all their decimals, and the coefficient of revision will be calculated with four decimals.

**13.** The elements of costs will be calculated using conventional rounding (lower value if the next decimal is less than or equal to Five, if not superior value) according to the number of decimals provided for in the tariff.

# /ANNEXURE- 3

## FORMATS FOR SERVICE AGREEMENTS

**FORM-5:** building plan approval

**FORM-6:** agreement for connection of water, sewer and drain

**FORM-7:** agreement for connection of hta power

**FORM-8:** agreement for solid waste collection & disposal

<b>BUILDING PERMIT</b> (Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe) In Accordance to GDIZ-General Operating Guidelines (DGE)	<b>FORM NO.5</b>
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GDIZ File No.	
Date Of Issue Of The Building Permit	
Date Of Application & Submission Of Drawings	
Date of Revised Submissions (If Any)	

1.	Details of the Property In Whose Favour Permit Is Issued	
1.1.	Issued To (Name of the Unit)	
1.2.	Address of the Building/Property	Plot No:
		Zone:
1.3.	Name & Use of the Building	
1.4.	Built-up Area of the Building	
1.5.	Ground Coverage of the Building & Ht. of Building	
1.6.	Name of the Authorized Representative with Contact Details	

2.	Special Conditions Of Building Permit
2.1	The Unit shall be compliant to rules and regulations as stipulated in the GDIZ -General Operating Guidelines (DGE)s
2.2	The Unit shall be compliant to all statutory compliances as per the applicable laws of Republic of Benin.
2.3	Any proposed modification in the approved drawings shall be immediately brought to Notice of GDIZ. Upon Completion, Unit shall notify GDIZ of the completion of the Building with completion certificate from the concerned Architect.
2.4	

3.	The Building Permit is issued for the following approved Drawings and details (Attached) in support of proposed activities on the property.
3.1	Occupancy permit/ Land Title.
3.2	The site plan, including the orientation and the established routes, on a scale between 1/500 and 1/1000;
3.3	The layout drawing of the buildings to be built or to be modified, quoted in dimensions established on a scale from 1/500 to 1/100, and including the layout, composition and orientation of their volume;
3.4	The plan views, the facades, sections and roof plans on a scale or 1/50-1/100
3.5	The detail drawings on a scale of 1/20;
3.6	The sanitation /Services Plan must show the water and electric supply proposals as well as Sewerage and Drainage provisions on a scale of 1/50 to 1/100;
3.7	The Land-use details of the proposed development of the Plot.

<b>GDIZ</b>		
	<b>Signature</b>	
	<b>Authority/Designation</b>	
	<b>Signed on</b>	
	<b>Place</b>	

<b>AGREEMENT FOR CONNECTION OF WATER, SEWER &amp; DRAINS</b> (Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe) In Accordance to GDIZ-General Operating Guidelines (DGE)	<b>FORM NO.6</b>
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CONNECTION AGREEMENT DATED	
FILE.NO	
DATE OF APPLICATION	
APPLICATION No (As per record of GDIZ)IT	

1.	<b>Details Of The Property In Which the Connection Is Authorized</b>	
1.1.	Name of the Unit	
1.2.	Registered Address of the Unit/Head Office	
1.3.	Plot No.	
1.4.	Zone(Industrial/Commercial/Residential)	
1.5.	Name of the Authorized Representative with Designation	
1.6.	Correspondence Address	
1.7.	Contact Details: Email ID :	
	Mobile No :	
	Landline No :	

2.	<b>Details Of The Connections And Accessories</b>	
A.	<b>Water Connection</b>	
A.1.	Diameter of the Connection	
A.2.	Metering Device along with number	
A.3.	Other Accessories	
A.4.	Location of the Water Connection and Installations	Refer Attached Drawing
B.	<b>Sewer Connection</b>	
B.1.	Dimension Details of Control Manhole	
B.2.	Diameter of the Connection	
B.3.	Length of the Pipe	
B.4.	Location of the Sewer Connection and Installations	Refer Attached Drawing

3.	<b>Details Of The Maximum Demand per Month( In KL)</b>	
3.1.	Maximum Average Water Demand per Month	
3.2.	Maximum Discharge-80% of the Water Demand per Month	

4.	Avg. Maximum Water Demand - Quarterly Basis for 1 <sup>st</sup> Year( Qty in KL)			
	Qtr-1 (Jan-Mar)	Qtr-2 (Apr – Jun)	Qtr-3 (Jul – Sep)	Qtr-4 (Oct – Dec)
Note: In case no revision requirement is received during the period of Quarter-4 for the forthcoming year, GDIZ shall continue to provide services as per the declared demand in this agreement.				

5.	Details Of Interest Free -Security Deposit	
5.1.	Amount for WATER	(In FCFA)
5.2.	Amount for SEWER	(In FCFA)
Note: In principle, the connections shall be commissioned only after the receipt of the payment towards security deposit.		

6.	Tariff	(In FCFA)
6.1.	Meter Rentals per Month	
6.2.	Fixed Charges per Month	
6.3.	Water Charges per KL	
6.4.	Sewer Discharge per KL of Discharge	

7.	Special Terms Of Conditions For Water & Sewer Connection(If Any)
7.1.	
7.2.	
7.3.	

8.	Terms of Agreement
8.1.	That, Parties shall at all times abide to the provisions of the policy manual -“General Operating Guidelines (DGE)along with latest amendments and the special conditions as stipulated in Sl. No. 7 of this Agreement as on date of the same is referred to .
8.2.	That any notification of the Government that rules out any provisions laid in the document shall be automatically binding on the Parties.
8.3.	That, Unit shall be liable to pay the charges invoiced by GDIZ within due dates.
8.4.	That Unit may be liable for penalty clauses as per provisions
8.5.	That, Unit would submit the waste water quality on monthly basis and shall allow GDIZ for conducting checks as per their discretion.

	Signature
	Authority/Designation

GDIZ	Signed on	
	Place	
	Dated	

UNIT	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

(Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe) In Accordance to GDIZ-General Operating Guidelines (DGE)	<b>FORM NO.7</b>
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CONNECTION AGREEMENT DATED	
FILE.NO	
DATE OF APPLICATION : (As per record of GDIZ)	
APPLICATION No. (As per record of GDIZ)	

1.	Details Of The Property In Which The Connection Is Authorized	
1.1.	Name of the Unit	
1.2.	Registered Address of the Unit/Head Office	
1.3.	Plot No. at Glo-Djigbe	
1.4.	Zone(Industrial/Commercial/Residential)	
1.5.	Name of the Authorized Representative with Designation	
1.6.	Correspondence Address	
1.7.	Contact Details: Email ID :	
	Mobile No :	
	Landline No :	

2.	Power Demand	
2.1	Type of Power Connection (20 KV/400V)	Frequency-50 Hertz
2.2	Maximum Demand (KW)	
2.3	Power Factor (Lagging )	0.85

3.	Projection for Maximum Demand (KW) : Quarterly Basis			
	Qtr-1 (Jan-Mar)	Qtr-2 (Apr – Jun)	Qtr-3 (Jul – Sep)	Qtr-4 (Oct – Dec)
In case no revision requirement is received during the period of Quarter-4 for the forthcoming year, GDIZ shall continue to provide services as per the declared demand in this agreement.				

4.	Details of Connection	
4.1.	Meter Sr. No.	
4.2.	Type of Metering Device	
4.3.	GDIZ- Delivery Point	
	Supply Sub-Station	
4.4.	Unit Premises- Delivery Point - As per Attached Drawing.	
4.5.	Details of Connection Accessories.	
4.6.	Type & Size of the Connection Cable.	
4.7.	Length of the Cable.	
4.8.	Other Accessories Details-e.g. Pole with Pole mounted Fittings, Safety Devices, Protection Devices, Switching Device – CB / LBS etc., as applicable.	

5	Details Of Security Deposit	
5.1.	Amount – Calculated on basis of 3 nos running -shift per day on monthly operational mode. - Unit Consumption Charges monthly + Fixed Monthly Charges of Maximum Power Demand (KW) + Meter Rental Charges.	
Note: Note: In principle, the connections shall be commissioned only after the receipt of the payment towards security deposit.		

6	Tariff	(In FCFA)
6.1.	Monthly Meter Rentals	
6.2.	Fixed monthly Power Subscribed -Charges per KW	
6.3.	Tariff Charges per Unit Consumption (Kwh)	
Note : The Tariff shall be subject to revision		

7	Special Conditions on case basis
7.1.	Details of Permissible Equipment- and Installations Pumps, Motors, Equipment, Machines and Appliances, Lighting Installations along with the and Power Requirement of the Electrical Driven Accessories installed within the premises with its , day uses (long /short/intermittent) in tabular form – Annexed
7.2.	If, at the end of an initial period of one year, the contract is not denounced six months in advance, it will continue by tacit agreement, each party remains free after this year to terminate upon a six months' notice.

8.	Terms of Agreement
8.1.	That, GDIZ and Unit shall abide to the provisions of the -“General Operating Guidelines (DGE)along with latest amendments and the Power Rating special conditions as stipulated in Sl. No. 7 of this Agreement.
8.2.	That, Unit shall strictly comply with all police regulations, administrative requirements and policies that are or may be adopted for the use of electrical energy.
8.3.	That, Unit shall be liable to pay the charges as invoiced by GDIZ within due dates
8.4.	That Unit may be liable for penalty clauses as per provisions of the “General Operating Guidelines (DGE)s”
8.5.	That, Unit would submit the compliance in case of any new installation of machines

GDIZ	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Dated	

UNIT	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

<b>AGREEMENT FOR WASTE COLLECTION AND DISPOSAL</b> (Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe) In Accordance to GDIZ-General Operating Guidelines (DGE)	<b>FORM NO.8</b>
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CONNECTION AGREEMENT DATED	
FILE.NO	
DATE OF APPLICATION	
APPLICATION No as per record of GDIZ	

1.	Details Of The Property	
1.1.	Name of the Unit	
1.2.	Registered Address of the Unit/Head Office	
1.3.	Plot No.	
1.4.	Zone(Industrial/Commercial/Residential)	
1.5.	Name of the Authorized Representative with Designation	
1.6.	Correspondence Address	
1.7.	Contact Details: Email ID :	
	Mobile No :	
	Landline No :	

2.	Details Of The Minimum Waste –The Services are In Agreement for		
	Category	Unit	Qty
2.1.	Solid Waste-Non Recyclable		
2.2.	Solid Waste –Recyclable		
2.3.	Construction Waste		
2.4.	Radio-Active Waste		
2.5.	Oil Spills		
2.6.	E-Waste		
2.7.	Any Other (Plz Specify)		

3	Details Of Security Deposit	
3.1.	Amount	
3.2.	Mode of Payment	
3.3.	Cheque No (In case of payment made by Cheque)	
3.4.	Name of the Bank	
3.5.	Date of Issue	
3.6.	Date of Payment Confirmation	

4.	Tariff	( In FCFA)
4.1.		

4.2.		
4.3.		

5.	Special Terms Of Conditions For Waste Collection Services	
5.1.		
5.2.		
5.3.		

6.	Terms of Agreement	
6.1.	That, the Parties shall abide to the provisions of the -“General Operating Guidelines (DGE)along with latest amendments and the special conditions as stipulated in Sl. No. 5 of this Agreement as on date of the same is referred to .	
6.2.	That, any applied amendments in the GDIZ -General Operating Guidelines (DGE)s” or any notification of the Government that rules out any provisions laid in the document shall be automatically binding on the Unit.	
6.3.	That, Unit shall strictly comply with all police regulations, administrative requirements and policies that are or may be adopted by GDIZ.	
6.4.	That, Unit shall be liable to pay the charges as invoiced by GDIZ within due dates.	
6.5.	That Unit may be liable for penalty clauses as per provisions.	
6.6.	That, the Unit which has been handed over plot possession before 01 <sup>st</sup> September 2014 will have to pay Estate Management Charges from 01 <sup>st</sup> September 2014 irrespective of the date of signing of this agreement. . Non-payment of the Estate management Charges shall also be charged with interest @18 % p.a on the total accrued amount. GDIZ shall have discretionary powers to terminate this contract in case of the non-payment of Estate Management Charges.	

GDIZ	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Dated	

UNIT	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

# **/ANNEXURE- 4**

## **FORMATS FOR APPLICATIONS FORMS**

**FORM-1:** building permit& building plan approval

**FORM-2:** connection of water, sewer and drain

**FORM-3:** connection of power

**FORM-4:** solid waste collection & disposal

<b>APPLICATION FOR BUILDING PERMIT &amp; BUILDING PLAN APPROVAL</b> Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe	<b>FORM NO.1</b>
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MINISTRY OF HOUSING, URBAN DEVELOPMENT AND LAND REGISTRY BENINESE REPUBLIC

PROVINCE OF:

CITY OF: GLO-DJIGBE

LOCALITY: GDIZ

	ADMINISTRATIVE USE ONLY
	APPLICATION NO: _____
	YEAR: _____
	PROPERTY REGISTERED ON : _____
GDIZ	PERMIT APPLICATION RECEIVED ON: _____

1.	Regulating Building permits	
1.1	Address of the Property	
1.2	Zone(Industrial/Commercial/Residential)	
1.3	File No (In case of any Revision/Modification or addition)	
1.4	Property Registered on	

2.	Details of the Applicant		
2.1	Applicant	First and Last name	
		Profession	
		Address for Communication	
		Contact Nos	
2.2	Legal entity	Name of Company	
		Registered Address	
		Address for Communication	
		Telephone Nos	
		Name of Legal representative	
		Designation	
		Contact Address	
Contact Nos			

In case of Authorized Representative ( Power of Attorney or Authorization Letter –To be Annexed);In Case of Tenant-Copy of the Agreement to be attached)

3.	Property Details		
3.1	Land registry	Parcel number	
		Section of the land registry	
		Land surface area:	
3.2	Legal situation	Owner's first and last name (if other than applicant)	
		Occupation title	
		Issued on:	

3.	Building Facility Details		
4.1	Name of the Architects or Designer		
4.2	Address for Communication		
4.3	Type of Connection (Tick)	New	Modification
4.4	Nature of Proposed use (Tick)	Industrial	Housing
		Commercial	Offices
		Other Purpose	Warehousing
4.5	Nos of Occupancy of the Building		
4.6	Built-up Area of the Building		
4.7	Ground Coverage of the Building		
	Any other Information	Details to be Attached upon Request from GDIZ	

5.	Documents to be Attached with the Information in support of proposed Activities		
5.1	Occupancy permit/ Land Title.		
5.2	Registered Layout of the Plot		
5.3	The site plan, including the orientation and the established routes, on a scale between 1/500 and 1/1000;		
5.4	The layout drawing of the buildings to be built or to be modified, quoted in dimensions established on a scale from 1/500 to 1/100, and including the layout, composition and orientation of their volume;		
5.5	The plan views, the facades, sections and roof plans on a scale or 1/50-1/100		
5.6	The detail drawings on a scale of 1/20;		
5.7	The sanitation /Services Plan must show the water and electric supply proposals as well as Sewerage and Drainage provisions on a scale of 1/50 to 1/100;		
5.8	The Land-use details of the proposed development of the Plot.		
5.9	The descriptive estimate, providing a summary of the works, specifying the nature of the materials to be used, as well as the purpose of the construction;		
5.10	Two stamped envelopes addressed to the applicant.		

6.	Declarations Of The Applicant		
6.1	Certifies that the information contained in this Application is best and accurate to the best of his information and knowledge.		
6.2	Undertakes to construct the building(s) pursuant to the proposal to be finally approved by the GDIZ		
6.3	Acknowledges having noted I. Law no. 3/81 of 8 June 1981, establishing the framework of the Regulations for Urban Development, and, in particular, of Articles 31 to 35. II. GDIZ -General Operating Guidelines (DGE)s		

ARCHITECTS (UNIT)	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

APPLICANT (UNIT)	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

<b>APPLICATION FOR CONNECTION OF WATER, SEWER AND DRAIN</b> Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe	<b>FORM NO.2</b>
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GDIZ	GDIZ- ADMINISTRATIVE USE ONLY	
	APPLICATION NO	: _____
	APPLICATION DATE :	

1.	Water, Sewer and Drain Connection for	
1.1	Address of the Property	
1.2	Zone (Industrial/Commercial/Residential)	
1.3	Date of Registration of the land	
1.4	File No. (In case of any Revision / Modification or addition)	

2.	Details of the Applicant		
2.1	Applicant	First and Last name	
		Profession/Designation	
		Status-Tenant	
		Address for Communication	
		Contact Nos	
		E.Mail	
2.2	Legal entity	Name of Company	
		Status-Tenant	
		Registered Address	
		Address for Communication	
		Telephone Nos	
		E.Mails	
		Name of Legal representative	
		Designation	
		Contact Address	
		Contact Nos	
		E.Mail	
Note: In case of Authorized Representative (Power of Attorney or Authorization Letter –To be Annexed; In Case of Tenant-Copy of the Agreement to be attached.			

3.	Building Facility Details			
3.1	Type of Connection (Tick)		New	Modification
3.2	Nature of Proposed use (Tick)		Industrial	Housing
			Commercial	Offices
			Other Purpose	Warehousing
3.3	Nos of Occupancy of the Building			
3.4	Built-up Area of the Building			
3.5	Ground Coverage of the Building			
3.6	Any other Information	Details to be Attached upon Request from GDIZ		

4.	Details of Water Demand (Qty In KL)	
4.1	General Use in Washing/upkeep of the Facility	
4.2	Potable Demand	
4.3	Industrial Use Process (Process Applications)-Recyclable	
4.4	Industrial Use Process (Process Applications)-Non Recyclable	
4.5	Landscape/Plantations	
4.6	Others	
	Total Water Demand (KL)	

5.A	Projections for Maximum Daily Discharge of Water -Quarterly Basis for 1 <sup>st</sup> Year( Qty in KL)				
A.1	Maximum Water Consumption	Qtr-1 (Jan-Mar)	Qtr-2 (Apr – Jun)	Qtr-3 (Jul – Sep)	Qtr-4 (Oct – Dec)
A.2	Domestic				
A.3	Industrial Use-Non-Recyclable				
5.4	Industrial Use- Recyclable				
A.5	Any Other Use (Plz Specify)				
	Total Qty In KL				

6.	Projections for Maximum Daily Discharge of Water -Avg Annual Basis projection for next 5 Years ( Qty in KL)					
A.	Maximum Water Consumption	Year-1	Year-2	Year-3	Year-4	Year-5
A.1	Domestic					
A.2	Industrial Use-Non-Recyclable					
A.3	Industrial Use- Recyclable					
A.4	Any Other Use (Plz Specify)					
	Total Qty In KL					

7.	Short Description of Industrial process/Installation that demands water application categorized as				
Sl.No	Name of Industrial Process	Short Description of the Process	Water consumption on daily basis	(Non-Recyclable/Non-Recyclable)	No of Cycles for change
7.1					
7.2					
7.3					
Note: Please Attach detailed List of Equipment/Machines which consume water along with Quantity and cycle of use					

8.	Details of the Effluent Treatment Plant (Installed/Proposed)		
Sl.No	Short Description of the Treatment Process	Likely Effluent discharge after treatment	Qty per ml
8.1			
8.2			

9.	Any other Disclosure( Which company wants to declare in light to applicable rules specified in GDIZ -General Guidelines s		
9.1			
9.2			

10.	Documents to be Attached with the Information in support of proposed Activities		
10.1	Copy of Land Title along with Registered Layout of the Plot		
10.2	The site plan with orientation and expected Delivery point for delivery of water and expected sewer connection.		
10.3	The site plan with orientation and expected Delivery point for Water- Location with the Sump for Collection of the Supply Water and control Manhole		
10.4	Water and sewer & drainage Network - Layout and Design Drawing from Expert on a scale of 1/50 to 1/100;		
10.5	Detailed Calculation Sheet for Calculation of water demand		

10.6	Two stamped envelopes addressed to the applicant.		
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11	Declarations of the of the Applicant		
11.1	Certifies that the information contained in this Application is best and accurate to the best of his information and knowledge.		
11.2	Undertakes to be pursuant to all regulations as might be applicable		
11.3	Acknowledges having noted and be compliant to GDIZ -General Operating Guidelines (DGE)s		

APPLICANT (UNIT)	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

FOR GDIZ –OFFICE USE ONLY		
Internal Circulation	Particulars	Signature of Authorized Officer
File No with Date		
Date Of Issue Of Preliminary Estimate		
Date Of Payment Receipt		
Date Of Connection Approval		
Date of Installation		
Date of Presentation of Additional Recover(If Any)		
Date of Final Recovery(If Any)		

<b>APPLICATION FOR POWER CONNECTION</b> Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe	<b>FORM NO.3</b>
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GDIZ	<b>GDIZ- ADMINISTRATIVE USE ONLY</b>	
	APPLICATION NO	: _____
	APPLICATION DATE :	

1	<b>General Information</b>	
1.1	Address of the Property	
1.2	Zone (Industrial/Commercial/Residential)	
1.3	Date of Registration of the land	
1.4	File No. (In case of any Revision/Modification/Addition )	

2.	<b>Details of the Applicant</b>		
2.1	Applicant	First and Last name	
		Profession/Designation	
		Status-Tenant	
		Address for Communication	
		Contact Nos	
		E.Mail	
2.2	Legal entity	Name of Company	
		Status-Tenant	
		Registered Address	
		Address for Communication	
		Telephone Nos	
		E.Mails	
		Name of Legal representative	
		Designation	
		Contact Address	
		Contact Nos	
		E.Mail	
In case of Authorized Representative-Power of Attorney or Authorization Letter –To be Annexed; In Case of Tenant - Copy of the Agreement to be attached)			

3.	Building Facility Details			
3.1	Type of Connection (Tick)		New	Modification
3.2	Nature of Proposed use		Industrial	Housing
			Commercial	Offices
			Other Purpose	Warehousing
3.3	Nos of Occupancy of the Building			
3.4	Built-up Area of the Building			
3.5	Ground Coverage of the Building			
3.6	Any other Information	Details to be Attached upon Request from GDIZ		

4	Power Supply Connection Details			
4.1	Type of Power Connection(Tick)		20KV	Frequency-50 Hertz
			400 Volts	
4.2	Maximum Demand (KW)			
4.3	Connection Required by (Date)			

5 A	Projection for Avg. Maximum Demand (KW) : Quarterly Basis for 1 <sup>st</sup> Year			
	Qtr-1 (Jan-Mar)	Qtr-2 (Apr-Jun)	Qtr-3 (Jul-Sep)	Qtr-4 (Oct-Dec)

5 B	Projection for Avg. Maximum Demand(KW) : Multi -Annual Program-5-Years				
	Year-1	Year-2	Year-3	Year-4	Year-5

6 A	Projection for Avg. Maximum Consumption Demand(KWh) : Quarterly Basis for 1 <sup>st</sup> Year			
	Qtr-1 (Jan-Mar)	Qtr-2 (Apr-Jun)	Qtr-3 (Jul-Sep)	Qtr-4 (Oct-Dec)

6 B	Projection for Avg. Maximum Consumption Demand(KWh) : Multi-Annual Program				
	Year-1	Year-2	Year-3	Year-4	Year-5

7.	Installation Load Details							
	Note : The Details may be provided in a Separate Sheet as an Annexure							
Sl. No	Name of the Installation	Use Type-Daily /Intermittent /Short	Qty in Nos	Power Requirement in KW Rating			Use Hrs-Daily	Remarks
				Type	Start-up	Running		
1.	Machines /Equipment							
2.	Pumps							
3.	Motors							
4.	Luminaries to include all type							
5.	Any other Electrical Appliances/ Accessories							
	TOTAL							

8.	<b>Any other Disclosure</b> (Which company wants to declare in light to applicable rules specified in GDIZ - General Guidelines s)
1.	
2.	

9.	<b>Documents to be Attached with the Information in support of proposed Activities</b>
1	Land Title with Registered Layout of the Plot
2	The site plan with orientation and expected Delivery point for Power- Location identified for Installation of the Metering Devices,
3	Facility Layout with Use Area and Expected Power Consumption for each allocation in tabular form on the drawing
4	Electrical Layout and Design Drawing from Design
5	Layout Drawings of the Facility/Industrial Shed along with Installation details of the Electrical Driven Machines, Equipment, Pumps, Motors etc
6	Detailed Calculation Sheet for Load Calculation
7	Safety Earth Connection Details

10.	<b>Declarations Of The Applicant</b>
1.	Certifies that the information contained in this Application is best and accurate to the best of his information and knowledge.
2.	Undertakes to be pursuant to all regulations as applicable from time to time.
3.	Acknowledges having noted and be compliant to "GDIZ -General Operating Guidelines (DGE)"

APPLICANT (UNIT)	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

FOR GDIZ –INTERNAL USE ONLY		
Internal Circulation	Particulars	Signature of Authorized Officer
File No with Date		
Date Of Issue Of Preliminary Estimate		
Date Of Payment Receipt		
Date Of Connection Approval		
Date of Installation		
Date of Presentation of Additional Recover (If Any)		
Date of Final Recovery		

<b>APPLICATION FOR WASTE COLLECTION AND DISPOSAL</b> Decret No.2020-062 Du Fevrier 2020 Portant Creation De La Zone Economique Speciale De Glo-Djigbe	<b>FORM NO.4</b>
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	<u><b>GDIZ- OFFICE ONLY</b></u>
GDIZ	APPLICATION NO : _____ APPLICATION DATE : _____

1.	Waste Collection & Disposal	
1.1	Address of the Property	
1.2	Zone (Industrial/Commercial/Residential)	
1.3	Date of Registration of the land	
1.4	File No (In case of any Revision/Modification or addition)	

2.	Details of the Applicant		
2.1	Applicant	First and Last name	
		Profession	
		Status-Tenant	
		Address for Communication	
		Contact Nos	
		E. Mail	
2.2	Legal entity	Name of Company	
		Status-Tenant	
		Registered Address	
		Address for Communication	
		Telephone Nos	
		E. Mails	
		Name of Legal representative	
		Designation	
		Contact Address	
		Contact Nos	
E. Mail			

In case of Authorized Representative(Power of Attorney or Authorization Letter –To be Annexed;In Case of Tenant-Copy of the Agreement to be attached

3.	Building Facility Details
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3.1	Type of Connection (Tick)		New		Modification
3.2	Nature of Proposed use		Industrial		Housing
			Commercial		Offices
			Other Purpose		Warehousing
3.3	Nos of Occupancy of the Building				
3.4	Built-up Area of the Building				
3.5	Ground Coverage of the Building				
3.6	Any other Information	Details to be Attached upon Request from GDIZ			

4.	Details of Use/Refuse of Materials –Avg Daily Generation					
A.	Construction Materials					
Sl. No	Name of the Raw Materials	Quantity Total				Category- Hazardous/Non-Hazardous
		Unit	Projected Use	Expected Total Refuse- Non Recyclable	Expected Total Refuse- Recyclable	
A.1	Earthwork					
A.2	Steel					
A.3	Cement					
A.4	Aggregate					
A.5	Masonry Blocks					
A.6	Woods/Timber Products incl Ply-wood					
A.7	Any Others-To be listed and Provide details for same					
A.8	Glass					
A.9	Plastic Products					
A.10	Rubber Products					
A.11	Any other Metals/Materials					
A.10	Paints					
A.10	Any Others					
Notes:						
Plz mention the expected completion period of the construction.						
B.	Furnishing/Establishments/Set-Ups					
Sl. No	Name of the Raw Materials	Quantity Total				Category- Hazardous/Non-Hazardous
		Unit	In Use	Expected Refuse	Expected Year of Refuse	
B.1	Furniture					

a						
b						
B.2	Steel /Metal Products					
a						
b						
B.3	Wooden Products					
a						
b						
B.4	Plastic /PVC etc Products					
a						
b						
B.5	Rubber Products					
a						
b						
B.6	Electronic/ Electrical Items					
a	Computer & Peripherals					
b	Appliances					
c	Machines					
d	Pumps					
e	Equipment					
f	List dpwn Others					
C.	Operational Stage					
Sl. No	Name of the Raw Materials	Quantity Total			Category- Hazardous/Non-Hazardous	
		Unit	Projected Use	Expected Total Refuse- Non Recyclable		
C.1	Woods					
a						
b						
C.2	Steel					
a						
b						
C.3	Wood					
a						
b						

General Operating Guidelines (DOG)

C.4	Packing Materials						
a	Paper						
b	Wood						
c	Plastic						
C.5	Chemicals						
a							
b							
C.6	Oils/ Treatment Agents						
C.7	Plastic Poly-urethane						
C.8	Rubber						
	Any other Waste under any category (To be Specified) (Refer General Operating Guidelines (DGE)s)						Solid Waste: Radio-Active Waste E-Waste Oil Spills Putrescible Waste

5.	Projection of Expected Maximum Waste Generation in next 5 Years -Avg Daily generations							
A	Category	Unit	Qty					Remarks
			Year-1	Year -2	Year-3	Year-4	Year-5	
A.1	Solid Waste-Non Recyclable							
A.2	Solid Waste - Recyclable							
A.3	Putrescible Waste							
A.4	Construction Waste							
A.5	Radio-Active Waste							
A.6	Oil Spills							
A.7	E-Waste							Avg Yearly
A.8	Any Other 5Plz Specify							

6	Any other Disclosure( Which company wants to declare in light to applicable rules specified in GDIZ -General Guidelines )
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1.	
2.	

7.	Documents to be Attached with the Information in support of proposed Activities
1.	Land Title with Registered Layout of the Plot
2.	The site plan with Building Footprints, Road and Location of Garbage Collection Point.
3.	Detailed Calculation Sheet for calculation of the Garbage Generation on daily basis

8.	Declarations Of The Applicant
1.	Certifies as accurate the information contained in this application:
2.	Undertakes to be pursuant to all regulations as might be applicable
3.	Acknowledges having noted and be compliant to "GDIZ -General Operational Guidelines"

APPLICANT (UNIT)	Signature	
	Authority/Designation	
	Signed on	
	Place	
	Date	

FOR GDIZ –INTERNAL USE ONLY		
Internal Circulation	Particulars	Signature of Authorized Officer
File No with Date		
Date Of commencement of Services		







**GLO-DJIGBE INDUSTRIAL ZONE (GDIZ)**

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**SOCIÉTÉ D'INVESTISSEMENT ET DE  
PROMOTION DE L'INDUSTRIE - BÉNIN  
(SIPI-BÉNIN)**

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