

उत्तर प्रदेश UTTAR PRADESH

ET 994100

This Concession Agreement ("Concession Agreement") is made on this day 01.05.2019 by and between the **Municipal Commissioner, Agra Municipal Corporation, Agra, U.P. ("AMC")** having its head office at Agra (hereafter referred to as AMC which expression shall mean and include its successors and assigns) of the First Part, through its duly authorized representatives(s), who is duly authorized/empowered to sign and execute such documents/deeds.

AND

M/s SPAAK GLOBAL AGRA WASTE COLLECTION PVT. LTD. a company incorporated under the companies Act, 1956 (Regn. No.), having its registered office at GF-2/129, DDA JantaHouse, PulPrahaldpur, LalMahal, New Delhi-110044 (hereinafter referred as "Concessionaire") through its special purpose vehicle (SPV) which expression shall unless repugnant to the context include its successors and permitted assigns, of the second party.

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1 Executive Summary:

Almost 712 tons per day (TPD) of solid waste is generated in Agra Municipal Area amongst which 62% of the waste generated is from households [RCUES 2017]. Besides households, other major waste contributors are from offices, markets, commercial establishments, street sweeping etc.

Segregation of waste at source and organized door to door collection is not practiced by 100% of the households and other waste generators in Agra. In some parts of the town, households simply dispose of the garbage in open grounds, road, and drain or into metal bin sand containers. It is common for households in Agra to litter or in discriminately dump some waste items. This results in logging of sewage drains and water logging in the town area during the monsoon. Given the fact that per-capita waste generation per day in the city is about 0.45 kg and there is a shortage of adequate dumping space. Management of this huge quantum of waste is a serious problem.

Segregated Door to Door collection of waste has partially/not started in the town although it is clearly mentioned in the Municipal Solid Wastes (Management and Handling) Rules 2016. Sporadic informal waste disposal arrangement is carried in some wards where residents have hired a person who carries the waste in a hand cart in lieu of payment.

To meet the need of the hour, there must be a phenomenal change in the methodology of solid waste management from what is practiced today at the city by the Agra Municipal Corporation. The methodology should be such that it is innovative, pragmatic, sustainable and feasible to meet the expected result and make a visible difference in the field.

In a move to comply with the Municipal Solid Waste rules 2016 and order of hon. National Green Tribunal in its order OA No. 199/2014, Almitra H. Patel v/s Union of India & Others, this contract has been prepared. The key highlight of this NGT order and of this contract is the "Polluter pays" principle. This shall mean that any person/establishment not complying with the above rules and orders shall be liable to pay a penalty in lieu of the resultant damage caused to the environment.

2 The task ahead is to:

1. Engage suitable Concessionaire for Door to Door collection of Municipal Solid Waste (MSW) in segregated manner from households, offices, shops, market, commercial institutions etc. within Agra Municipal area.

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2. Collect user charges from all categories of users by Concessionaire and develop a self-sustaining working model of Door to Door Collection (DTDC).
3. Ensure Operational efficiency for Door to Door Collection by Concessionaire followed by proper transportation of waste to collection points.

3 Scope of Work & Terms & conditions

3.1 Scope of work

The Scope of Work for Municipal Solid Waste Management (MSWM) shall include door to door collection of segregated MSW, Transportation of MSW to the designated secondary collection point/Transfer Stations. Along with this, required activities such as Information Education and Communication (IEC), Stakeholder engagement and mobilization, Capacity Building and/or any other such activity that helps the AMC in achieving the target of 100% Compliance of MSW Rules 2016 (especially Source Segregation) within ULB boundary shall also be undertaken by the DTDC agency/company/ The Concessionaire.

3.2 Collection, Storage and Transportation of waste

- a. Collection of MSW in the segregated form at source. Following three components shall each be collected and transported separately in respective color coded covered vehicles.
 - i. Biodegradable (Wet waste) - Designated color "Green"
 - ii. Non- biodegradable (Dry waste) - Designated color "Blue"
 - iii. Domestic Hazardous Waste (DHW))- Designated color "Red"

However, based on the quantity of average DHW received if a separate vehicle is not required, it may be collected and transported in red colored covered bins.

- b. Collection of Segregated MSW shall be on daily basis. All the Households (HH), Commercial establishments, Tourist spots, Offices, Markets, Public spaces, Hotels (non- bulk generator i.e. <100 Kg/day), Hospitals (non- bulk generator i.e. <100 Kg/day), Banquet halls (non- bulk generator i.e. <100 Kg/day), Industrial areas and all such temporary and permanent premises that are waste generators (Hereby cumulatively referred as Establishments in the document) have to be mandatorily covered and provided DTDC services. This also includes collection of waste from Hawkers and small informal waste generators.
- c. Separate vehicles must be used for collection of dry and wet waste respectively. Partitioned vehicles shall not be allowed for waste collection.
- d. The Authority will not provide any waste collection vehicles to the Concessionaire.
- e. Promote MSW segregation at household level through awareness campaigns, IEC activities and other suitable means. This shall be done according to the MSW Monitorable Action Plan 2019

of AMC. Any other such activity may be carried out by the Concessionaire as and when instructed by AMC.

- f. Collection of waste from doorstep by ringing bell and following a fixed time schedule every day. It is the responsibility of the waste generator to give waste to the primary collection vehicle. Pre defined routes as mentioned in MSW Monitorable Action Plan 2019 of AMC shall be followed by the Concessionaire. The same shall be made available in hard copy with each collection vehicle and also painted/pasted on concerned vehicles. All establishments in the service area allotted to the Concessionaire have to be provided with DTDC services. For commercial establishments twice a day waste collection shall be practiced by the Concessionaire. Once in the morning and once in the evening.
- g. After the Concessionaire has provided DTDC services to the waste generators /Establishments, only then it shall be authorized to receive/charge the specifies User Charges. Any discrepancy and non-uniformity in service delivery from the Concessionaire's side shall make it liable to monetary penalties as decided by the Municipal Commissioner along with one negative point. 20 such points shall be sufficient cause for termination of any agreement /bond.
- h. Use of appropriate door to door collection vehicles like pushcarts, tricycles and auto tippers in the appropriate ratio depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient. All such concerned vehicles shall be capable and installed with tipping facilities so that vehicle to vehicle transfer is possible. All concerned DTDC vehicle shall have GPS devices installed in them. This shall be used by DTDC agencies/ The Concessionaire and AMC officials to monitor their movement.
- i. Preferably auto tippers should have an inbuilt loud speaker and mic system to announce about the door to door collection and also play suitable SWM and Source segregation related jingles. Pushcarts & tricycles shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.
- j. The Concessionaire shall maintain a record to keep track of the progress of door to door collection and the same shall be submitted along with a bi-weekly summary statement to the Executive Engineer in-charge.
- k. Any non-co-operation of public in offering wastes and user charges shall be brought to the notice of AMC with sufficient evidence. A laminated newspaper copy of the notified user charges shall be made available in each vehicle concerned with DTDC.
- l. The wet waste shall be transferred from Auto Tippers/ Pushcarts/tricycles to the decentralized waste bins /dalaoghar /any other designated collection vehicle and the dry waste shall be transferred to the dry waste collection centers/ bins allocated/ any other designated collection vehicle. No amount of collected segregated waste shall be remixed or dumped on ground.
- m. The segregated waste shall need to be transferred from Auto Tippers/Pushcarts/tricycles into color coded secondary bins/Compactors/Transfer Stations/ any other designated collection vehicle, so that waste can be transported more economically and efficiently over long distances to their respective designated processing facilities as per time fixed by AMC.

- n. Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point/ Transfer Stations/ any other designated collection vehicle.
- o. **In no case the waste should touch the ground;** it is the responsibility of the Concessionaire that no waste should be scattered around the secondary collection points/Transfer Stations/ any other designated collection vehicle at any point of time. A suitable penalty, after assessment of the case, as decided by AMC authorities shall be final and binding.
- p. If AMC set up decentralized waste processing units inside or around the ward, the Concessionaire shall be responsible to hand over the segregated waste to the waste processing units situated inside the ward.
- q. Waste from all establishments (non- bulk generators i.e. <100 Kg/day) like hotels, vegetable markets, vendors, poultry & fish outlets, Marriage Halls, Banquets etc. shall be compulsorily collected without allowing them to throw the waste at untimely hours near the secondary storage points/Transfer Stations.
- r. The personnel deployed for door to door collection of segregated waste shall be provided with identity cards and appropriate protective gears like uniforms, gloves, masks etc. to maintain uniformity provided by Concessionaire. The ID Cards shall be issued by Concessionaire in a specified format provided.
- s. In the case of removal of horticulture and garden waste, the Concessionaire will intimate AMC for providing collection vehicle to the spot after realization of the user charges. Clearing and disposal of the horticulture and garden waste shall be the responsibility of AMC in consultation with concerned Concessionaire. This particular user charge shall be handed over to AMC.
- t. This agreement is applicable for the period of 5 years from date of start. But extension of work beyond first year shall be as per approval of Municipal Commissioner after verifying the performance of work.
- u. A performance guarantee of the amount decided later by AMC shall be required to be submitted by the Concessionaire to AMC. This is in line with the commitment by Concessionaire to cover 10% of wards (mentioned in Annexure II) and assure the compliance of MSW Rules 2016 along with 100% source segregation. Details of the same have been mentioned in the MSW Monitorable Action Plan 2019 of AMC.
- v. Considering the practical constraints and obstacles on field during enforcement of MSW Rules 2016 and orders of Hon. National Green Tribunal faced by the Concessionaire, AMC shall extend its help on the same. This shall be done only after the DTDC Concessionaire has on its level tried to overcome such obstacle and has submitted a report of the same to the Municipal Commissioner of AMC. In such event ZSO shall extend support by mobilizing AMC's Enforcement Team.
- w. Authority has to pay Rs. 65/- per household for waste collection to the Concessionaire. This payment is done after duly verifying the serviced house by the Concessionaire. The Concessionaire shall put up the detail record of the serviced houses with their monthly bill.

3.3 Collection of User Charges:

- a) The Concessionaire shall collect user charges from each establishment as mentioned in the notified User Charges list as approved by AMC. AMC shall notify from time to time the amount of user charge to be levied on each category of waste generator.
- b) The collected user charge will be deposited to separate escrow account within 24 hours from the date of collection with regular intimation to the AMC.
- c) The user charge shall be collected against the money receipt in triplicate format issued by AMC.
- d) Duly signed collection statement of user charges shall be submitted to the Municipal Commissioner, Additional Municipal Commissioner and Executive Engineer (Environment)/In-charge by email or any other suitable means by the Concessionaire in a prescribed format. Collection of user charges shall be the sole responsibility of the Concessionaire and deposited all amount in escrow account. This fund will utilize for gap funding for, limited to a maximum of 20% of the envisaged user charge collection, operation & maintenance cost of door to door collection.
- e) Selected Concessionaire must collect user charges from 100% establishments in serviced area.
- f) Additional collection beyond minimum (required in specific year) user charge of serviced establishments shall be paid to Concessionaire as additional incentive to promote towards sustainability; additional collection will be taken as average of each household collection.
- g) For every instance of user charges collection lesser than the minimum, the amount which is lesser than the minimum shall be deducted from the Concessionaire's monthly bill.
- h) The said agreement will perform as per the S.O.P. submitted by the Agency.
- i) The collection book of user charges is to be maintained head-wise separately according to Prabhar Shulk, as per Annexure I.

3.4 Other conditions

- a) The Concessionaire shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.
- b) Daily and Monthly logs of the Waste collection, Vehicle and Manpower deployment plan, need to be submitted to the Executive Engineer (Environment)/Nodal Officer/ Officer In-charge on last working day of each month.
- c) The Concessionaire shall submit to AMC, an action plan on how the MSW is collected & transported locally, IEC and stakeholder engagement strategies and schemes, the routing of Push carts, tricycles and Auto Tippers, and shall give proper directions regarding the same to engage workers & drivers.

- d) The Concessionaire has to furnish AMC with a survey report, of all waste generating establishments and a certificate stating that 100% of the properties/ waste generating establishments have been covered, within 7 days from the date of issue of LOA and before agreement is signed to the satisfaction of AMC. The report must also clearly state how the contractor intends to go about with the contract, mentioning the time frame, the methodologies and route map in soft copy.
- e) The service provider/ Concessionaire shall obtain all necessary and obligatory licenses such as labor license etc. from the concerned authorities and abide by it. The intending contractor is responsible for maintaining the labor force, as per the applicable laws of the land.
- f) It is the responsibility of the Concessionaire to pay all kinds of taxes as per government rules on top priority.
- g) The successful Concessionaire shall engage laborers above 18 yrs. of age.
- h) The Concessionaire shall, in its implementation plan as per approval of AMC, submit the required number of tools, equipments and the same should be managed by the concerned Concessionaire for local transportation etc. AMC shall supply some tools, equipments and vehicles in consultation with AMC. The Operation of these tools and vehicles including POL will be responsibility of the Concessionaire at their own cost. Maintenance of these tools, equipments and vehicles shall be the responsibility of Concessionaire.
- i) The Concessionaire shall provide dedicated manpower and the work force should be acceptable by AMC. In case of contingency the Concessionaire should have reserve manpower to deploy as per the requirement. As per MSW Rules 2000, for every 200 nos. of households one manpower need to be engaged.
- j) All the workers, drivers and/or any other manpower involved in the DTDC operations shall mandatorily have a biometric/ smart digital attendance by use of suitable technology.
- k) According to the MSW Action Plan of AMC a minimum of 3 workers are required per motorized vehicle and minimum 2 for non motorized vehicle. Also a monitoring team deployed by AMC shall be placed per 3000 HH which would be responsible for inspection of work done by the Concessionaire. The Concessionaire shall make sure that one motorized vehicle shall be required for every 500 HH and non-motorized one for every 200 HH. Also a monitoring team deployed by AMC shall be placed per 3000 HH which would be responsible for inspection of work done by the Concessionaire.
- l) The Concessionaire has to ensure that all the SWM vehicles are washed and disinfected at least THRICE in a week. Daily logs of the same need to be submitted to the Executive Engineer (Environment)/Nodal Officer/ Officer In-charge.
- m) The Concessionaire shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.
- n) The Successful Concessionaire shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the Ward Committees/AMC field staff and public.

- o) Prompt attention to complaints, grievances, and emergency situations including festival seasons and ensured complaint redressal within 48 hrs of lodging of complaint. All DTDC Vehicles shall have a grievance redressal/ complaint number painted/pasted on them. A complaint register for registering the grievances of the waste generators and other stakeholders shall be present in each vehicle at all times, each vehicles of DTDC must displayed the Toll Free No.
- p) The Concessionaire shall establish an office in the areas in his own costs where they operate and the communication facilities shall be made available to AMC officials. This office shall also have a dedicated complaint redressal cell.
- q) The Concessionaire shall provide a place with the help of AMC in each ward to keep the auto tippers/tricycle/pushcarts in order to avoid the auto tippers /push carts/tricycles from being left on the roadside.
- r) Report of non-compliance of MSW management practices by waste generators to the AMC.
- s) Concessionaire will be at the disposal of the **Ward Committee** headed by the SFI. The Concessionaire shall work in close coordination with the Ward Committees. Concessionaire shall follow all the guidelines issued by AMC time to time.
- t) Obtain Compliance certificate from Ward Committees notified by AMC. Any complaints of garbage collection not satisfactorily attended shall be liable for the penalty as per the penalty clause and the same will be notified later on.
- u) It will be the responsibility of the Concessionaire to keep a count of Number of HHs in their respective wards. For this purpose, a record in the form of a datasheet (format to be provided by AMC) must be kept. This datasheet is to be signed by each house owner which is verifiable by AMC.
- v) If any Concessionaire have their own land for which can be dedicatedly used for this project purpose, due weight age will be given.
- w) Concessionaire should have 3 years' existence. Activity report should be submitted for the same.
- x) User charge/Rate/Collection chart (as per INR) as per annexure - I.
- y) A weekly review of the progress made in SWM services shall be done by the Municipal Commissioner on every Monday. All the Zonal Sanitary Officers, Executive Engineer (Environment)/ Nodal Officer/ In-charge, Representatives of Concessionaire are to be present during the review meeting mandatorily. Any other person who the Municipal Commissioner deems fit shall also attend the same. The Concessionaire shall be present with a progress report in a format provide by AMC.
- z) The Concessionaire should maintain separate bill books for each of the establishment category such as HH, Commercial establishments, Hotels, Tourist spots, Public places, Markets etc.

3.5 Health & Safety Equipments

- a) The Concessionaire shall make an arrangement to clean all the tools, equipments and vehicles at least thrice in a week to avoid communicable diseases to workers.

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- b) The Concessionaire shall make arrangement for health checkup of all workers once in three months.

3.6 Responsibility of AMC:

- a) AMC shall be responsible for notifying the schedule of user charge to be collected from each category of waste generators.
- b) AMC shall be responsible for providing the necessary data sheet & formats for use as daily & monthly collection logs, vehicle and manpower deployment plan.

4 Special Condition of Contract:

4.1 Workers

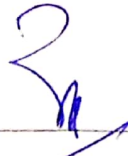
The Successful Concessionaire shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all workers and Supervisors, and for their payment.

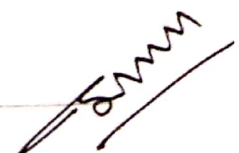
The Successful Concessionaire shall, if required by the AMC, deliver to the AMC a return in detail, in such form and at such intervals as the AMC may prescribe, showing the numbers of the several classes of workers, with their details from time to time employed by the successful Concessionaire for the said work and such other information as the AMC may require.

4.2 Compliance with labor regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labor enactments a rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority.

All entitlements mentioned in the labor laws such as EPF, ESI etc. shall me mandatorily provide to the workforce. A monthly report of the same shall be submitted to the Executive Engineer (Environment)/ Nodal Officer/ Officer In-charge at the last date on each month.


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4.3 Compliance with MSW Rules

The Concessionaire shall take all reasonable steps to comply the MSW Rules (Management and Handling) 2016 during the execution of the contract.

4.4 Protection of Environment:

The Concessionaire shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

The Concessionaire will keep close liaison with AMC, of the City for proper functioning of the garbage disposal in a hygienic manner.

4.5 Time Schedule

The Successful operator shall adhere to the time schedule set out in the table below or as decided by the AMC for implementation of the MSWM. The successful Concessionaires shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

Sl. no	Activity	Time Schedule
1	a) Twice Daily Door to Door collection of MSW from various Households.	a) 6 am to 2 pm
	b) Twice Daily collection commercial establishments	b) 11 am to 10 pm

4.6 Applicable Permits and Applicable Laws

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- (i) Obtain, maintain and periodically renew the requisite authorization under the applicable laws and in particular the Door to Door collection for establishing, managing and operating and maintaining the project facilities.
- (ii) Obtain maintain and periodically renew and its cost all applicable approvals, including environmental clearances, in conformity with the Applicable law and be in compliance there with at all times.
- (iii) comply with the obligations at all times, under any approval or issued from time to time by any Govt. Authority, including without limitation the GoUP, Gol (under the environment protection Act) the SPCB and CPCB are not undertake any act. deed or thing that violates the terms and conditions of any approval, clearance or no-objection certificate granted by such authority in relation to the project.
- (iv) Procure and maintain in full force and effect, as necessary appropriate proprietary rights, intellectual property rights, licenses, agreement and permissions for materials, methods processes and systems used in or incorporated into the project.
- (v) Be in compliance with the Applicable laws, including without limitation those relating to SWM-rules 2016, safety, health, sanitation, environment and labor, as amended from time to time, and the statutory and regulatory framework relating to the implementation of the project and the establishment, operating and maintenance without limiting the generality of the foregoing, the concessionaire shall comply with the environment (Protection) Act,1986 the construction and demolition waste Rules, the water pollution Act, 1974 the public liability Insurance Act 1997,the water (Preventing and control of pollution) cess Act 1977, the Air(Preventing and control of pollution) Act 1981,the motor vehicles Act ,1988 and the rules framed there under by GoUP or Gol, as the case may be.

5 ARTICLE 5

EVENTS OF DEFAULT AND TERMINITATION

5.1 *Events of Default*

“Events of Default” shall mean either the concessionaire Event of Default or the Concessioneing Authority’s Event of Default or both as the context may admit or require.

(a) **The concessionaire Event of Default**

Any of the following events shall constitute an event of default by the Concessionaire (“Event of Default-concessionaire”) when not caused by the Concessioneing Authority’s Event of Default or Force Majeure Event.

- (i) The concessionaire has failed to achieve performance parameters as specified in agreement.
- (ii) The concessionaire has caused Abandonment of the project.
- (iii) The concessionaire has failed to make any payments due to the Concessioneing Authority more than sixty (60) days have elapsed since such payment default

- (iv) The concessionaire is in material breach of any of its obligations under this agreement and the same has not been remedied for more than 60 years.
- (v) A Resolution for voluntary winding up has been passed by the share holders of the concessionaire.
- (vi) Any Petition for winding up of the concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the concessionaire has been ordered to be wound up by court of competent Jurisdiction, except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or re construction and the amalgamated or re constructed entity has unconditionally assumed all surviving obligation of the concessionaire under this Agreement.
- (vii) The concessionaire has committed an Event of default as set out below and there has been failure/undue delay in carrying out scheduled /planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M Requirement as evidenced by events of significance that resulted in prolonged interruptions waste processing for the period specified in below and effected the performance Parameters of any of the Project Facilities.

(b) The Concessioneing Authority's Event of Default

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

- i) The Concessioneing Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of receipt of notice thereof issued by the Concessionaire.
- ii) The Concessioneing Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not be bound by this Agreement.
- iii) The Concessioneing Authority has failed to make any payments due to concessionaire and more than ninety (90) day have elapsed since payment default.

5.2 Parties' Rights

- (a) Upon the occurrence of the Concessionaire Event of Default, the Concessioneing Authority shall without prejudice to any other rights and remedies available to it Under this Agreement is entitled to terminate this Agreement after giving legal termination notice.
- (b) Upon the occurrence of the Concessioneing Authority Event of Default, the concessionaire shall without prejudice to any other rights and remedies available to it under this agreement is entitled to terminate this agreement after giving legal termination notice.

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5.3 Consultation notice

Either party exercising its rights under clause 5.2 above, shall issue to the other party and the lenders a notice in writing specifying in reasonable detail the underlying event of Default(s) and proposing consulting amongst the parties and the lenders to consider possible measures of curing or otherwise dealing with the underlying event of default (the "consultation notice")

5.4 Remedial Process

Following issues of consultation Notice by either party, within a period not exceeding 90 (ninety) days or such extended period as they may agree (the "Remedial Period") the parties shall, in consultation with the lenders Representative, endeavor to arrive at an agreement as to the manner of rectifying or remedying the underlying event of Default. Without prejudice to this, if the underlying event is a concessionaire event of Default, the parties shall, in consultation with the lenders Representative, endeavor to arrive at an agreement as to one or more of the following measures and/ or such other measures as may be considered appropriate by them in the attendant circumstances.

- (a) The change of management or control/ownership of the concessionaire.
- (b) The replacement of the concessionaire by a new concessionaire ("substitute Entity")

5.5 Obligations during remedial period

During the remedial Period the parties shall continue to perform their respective obligations under this agreement capable of performance, failing which the party in breach shall compensate the other party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

5.6 Revocation of consultation notice

If during the remedial period then underlying event of Default is cured or waived or the parties and the lenders agree upon any of the measures set out in clause 5.4 the consultation Notice shall be withdrawn by the party that issued the same.

5.7 Termination due to Event of default

A. Obligation of parties

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THE BANK OF INDIA

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Following issue of termination notice by AMC subject to the provision of the financing documents, Substituting Agreement (prescribed format) (if any) and the rights of the lenders provided therein, promptly take all such steps as may be necessary or required to ensure that;

- (i) Until termination the parties shall, to the fullest extent possible, discharge their respective obligation so as to maintain the continued operation of the project facilities;
- (ii) The termination payment, if any, payable by the Concessioneing Authority in Accordance with the following clause 5.1 is paid to the concessionaire on the termination Date; and

B. Withdrawal of Termination Notice

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

C. Termination due to Concessionaire event of default

Upon the termination of this concession agreement on account of concessionaire event of Default, the authority shall forfeit the performance security and the Concessionaire will be allowed to take away only the movable assets placed by him.

D. Termination due to Authority event of default

Upon the termination of this concession agreement on account of Authority event of Default, the authority shall release the performance security, if subsisting, and the authority shall pay to the concessionaire, by way of termination payment an amount equal to 70% of the book value (acquisition cost minus accumulated depreciation) of the assets as per book of accounts at the time of termination.

5.8 ACCRUED RIGHTS OF PARTIES

Notwithstanding anything to the contrary contained in this agreement, termination pursuant to any of the provisions of this agreement shall be without prejudice to accrued rights of any party including its rights to claim and recover money damages and other rights and remedies which it may have in law or contract.

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6 ARTICLE 6

DISPUTE RESOLUTION

6.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in below.
- (b) Either party may require such Dispute to be referred to the commissioner, municipal corporation Agra and the chief Executive officer of the concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such the dispute shall be referred to arbitration in accordance with the provisions

6.2 Arbitration

(i) Procedure

Subject to the provisions of clause 6.1 any dispute which is not resolved amicably, shall be finally settled by binding Arbitration under the Arbitration Act. The arbitration shall be by a panel of three (3) Arbitrators, one (1) to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. The party requiring arbitration shall appoint an arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other party fails to appoint its arbitrator, the party seeking appointment of arbitrator may take further steps in accordance with arbitration Act.

(ii) Place of Arbitration

The place of arbitration shall not be out of Agra city.

(iii) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, and orders and awards shall be in English or Hindi and, if oral hearings take place, English/Hindi shall be the language to be used in the hearings. Any party using Hindi/other than English as language shall supply the other party an authorized Transcript of true translation of its submissions into English at its costs and expenses.

(iv) Enforcement of award

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

6.3 Performance during Dispute

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

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अधिसूची अभियंता
नगर निगम, अजमेर

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Annexure - I: User Charges against DTDC services

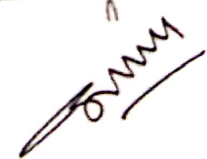
प्रभार शुल्क, नगर निगम, आगरा वर्ष 2015-16				
क्र.	उपयोग के प्रकार	अवधि	दर	रूपयाँ में
1.	गरीबी रेखा के नीचे जीवन यापन करने वाले	प्रतिमाह	लगभग	
(a)	झोपड़ी	प्रतिमाह	लगभग	निःशुल्क
(b)	पक्का घर	प्रतिमाह	लगभग	35.00
2.	ई.डब्ल्यू.एस.	प्रतिमाह	लगभग	45.00
3.	एम.आई.जी. 200 स्वचायर मीटर वाले कमरे	प्रतिमाह	लगभग	60.00
4.	एच.आई.जी. 200 स्वचायर मीटर वाले कमरे	प्रतिमाह	लगभग	80.00
5.	सब्जियों एवं फलों के विक्रेता	प्रतिमाह	लगभग	
(a)	ठेला	प्रतिमाह	लगभग	230.00
(b)	चलती फिरती दुकान वाले	प्रतिमाह	लगभग	750.00
6.	मांस मछली की दुकान वाले	प्रतिमाह	लगभग	
(a)	सड़कों के किनारे	प्रतिमाह	लगभग	400.00
(b)	मांस एवं मछली की दुकान लगाने वाले	प्रतिमाह	लगभग	750.00
7.	रेस्टोरेन्ट	प्रतिमाह	लगभग	
(a)	(छोटा रेस्टोरेन्ट) 200 स्वचायर फीट तक	प्रतिमाह	लगभग	1725.00
(b)	(मध्यम रेस्टोरेन्ट) 200 स्वचायर फीट से अधिक	प्रतिमाह	लगभग	2900.00
(c)	अस्थायी स्नैक फास्ट फूड विक्रेता	प्रतिमाह	लगभग	800.00
8.	होटल/लॉज/गेस्ट हाउस	प्रतिमाह	लगभग	
(a)	20 बैड	प्रतिमाह	लगभग	2875.00
(b)	21 से 40 बैड	प्रतिमाह	लगभग	4000.00
(c)	41 बैड से अधिक	प्रतिमाह	लगभग	7000.00
9.	धर्मशाला	प्रति रूम / प्रति माह	औसत भार	55.00
10.	मैरिज हॉल (धर्मार्थ)	प्रतिमाह	औसत भार	@रु. 2 कि.ग्रा. / प्रतिदिन
11.	मैरिज हॉल (अनुधर्मार्थ)	प्रतिमाह	लगभग	@रु. 2 कि.ग्रा. / प्रतिदिन
12.	ब्रेकरी एवं मिठाई की दुकान	प्रतिमाह	लगभग	575.00
13.	कार्यालयीय	प्रतिमाह	लगभग	
(a)	50 कर्मचारी तक	प्रतिमाह	लगभग	280.00
(b)	51 से 100 कर्मचारी तक	प्रतिमाह	लगभग	575.00
(c)	101 से 300 कर्मचारी तक	प्रतिमाह	लगभग	850.00
(d)	301 से अधिक	प्रतिमाह	लगभग	1150.00
14.	स्कूल/शिक्षण संस्थान हॉस्टल सहित	प्रतिमाह	लगभग	
(a)	100 बैड	प्रतिमाह	लगभग	2900.00
(b)	100 बैड से अधिक	प्रतिमाह	लगभग	5750.00

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15.	स्कूल/शिक्षण संस्थान	प्रतिमाह	लगभग	
(a)	500 छात्र/छात्रा	प्रतिमाह	लगभग	1725.00
(b)	500 से अधिक छात्र/छात्रा	प्रतिमाह	लगभग	2900.00
16.	अस्पताल एवं नर्सिंग होम (चिकित्सीय कूड़ा सहित)	प्रतिमाह	लगभग	
(a)	01 से 20 बैड	प्रतिमाह	लगभग	2500.00
(b)	21 से 40 बैड	प्रतिमाह	लगभग	4025.00
(c)	41 से 100 बैड	प्रतिमाह	लगभग	6900.00
(d)	100 से अधिक बैड	प्रतिमाह	लगभग	11500.00
17.	क्लिनिक/पैथोलॉजी/एक्स-रे (चिकित्सीय कूड़ा सहित)	प्रतिमाह	लगभग	575.00
18.	दुकान/चाय की दुकान	प्रतिमाह	लगभग	
(a)	मोहल्ला की छोटी दुकान (न खाने योग्य)	प्रतिमाह	लगभग	55.00
(b)	मोहल्ला की छोटी दुकान (खाने योग्य)	प्रतिमाह	लगभग	175.00
(c)	वाणिज्यिक क्षेत्र में	प्रतिमाह	लगभग	175.00
(d)	शोरूम	प्रतिमाह	लगभग	345.00
(e)	छोटा मॉल	प्रतिमाह	लगभग	6900.00
(f)	बहुमंजिली मॉल	प्रतिमाह	लगभग	15000.00
(g)	आवासीय शॉप (न खाने योग्य)	प्रतिमाह	लगभग	55.00
(h)	आवासीय शॉप (खाने योग्य)	प्रतिमाह	लगभग	175.00
19.	फैक्ट्री	प्रतिमाह	औसत भार	
(a)	छोटी	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
(b)	मध्यम	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
(c)	बड़ी	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
20.	कार्यशाला (वर्कशॉप)	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
(a)	छोटी	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
(b)	बड़ी	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
21.	कबाड़ी	प्रतिमाह	औसत भार	115.00
(a)	छोटी	प्रतिमाह	औसत भार	1150.00
(b)	बड़ी	प्रतिमाह	औसत भार	500/कि.मी. / प्रतिदिन
22	जूस/गन्ने का जूस	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
23	पब्लिक/प्राइवेट प्रदर्शनी/विवाह/प्रतियोगिता आदि।	प्रतिमाह	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
24	होटल में विवाह समारोह	प्रत्येक	औसत भार	@रु. 2 कि. मी. / प्रतिदिन
25	सिनेमा हॉल	प्रतिमाह	लगभग	1150.00




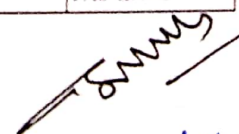
अविभासी अभियन्ता
नगर निगम, आगरा


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Annexure - II: Action schedule & Target Commitment Wards

ZONE	AGENCY NAME	TOTAL WA RD	Mar-19			Apr-19			May-19			Jun-19			Jul-19			Aug-19			Sep-19			Oct-19			Nov-19			Dec-19		
			WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.	WA	RDS	NO.			
HARI PARAT	OM MOTORS	22	3	51	2	93	3	26	2	38	2	56	2	43	2	87	2	47	3	29	3	71										
LAJGANJ	ARVA ASSOCIATES	16	2	44	2	15	2	97	2	5	2	2	2	19	2	36	2	70	2	31												


 શાધિકારી અભિયંત્રણ
 નામર નિગમ, કાગણા


 SPAAK GLOBAL

				78		88		4		62		98		33		57		72					
LOHA MANDI	S.R.M. TECHNOLOGY WASTE MANAGEMENT PVT.LTD.	17	2	75	2	37	2	73	2	45	2	80	2	18	2	82	2	49	1	74			
				69		46		89		6		3		86		7		84					
SHAH GANJ	SOCIETY FOR EDUCATION AND WELFARE FOR ALL	16	2	67	2	12	2	27	2	35	2	48	2	63	2	24	2	9					
				21		22		30		41		60		77		34		10					
CHHATA	SPAAR GLOBAL AGRA WASTE COLLECTION PVT. LTD	29	3	40	3	50	3	59	3	58	3	79	3	14	3	91	3	32	3	1	2	28	53
				55		54		17		76		100		83		23		68		95			
				64		8		65		13		66		39		99		42		16			
	TOTAL	100																					

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अधिरासी अभियन्ता
निगम, आगरा

Agra Municipal Corporation
CONCESSION AGREEMENT
FOR
DOOR TO DOOR WASTE COLLECTION
AGRA AS A PART OF COMPREHENSIVE

BETWEEN

MUNICIPAL COMMISSIONER, AGRA
NAGAR NIGAM, AGRA, U.P. ("ANN"),
&


M/s SPAAK GLOBAL AGRA WASTE COLLECTION
PVT. LTD.

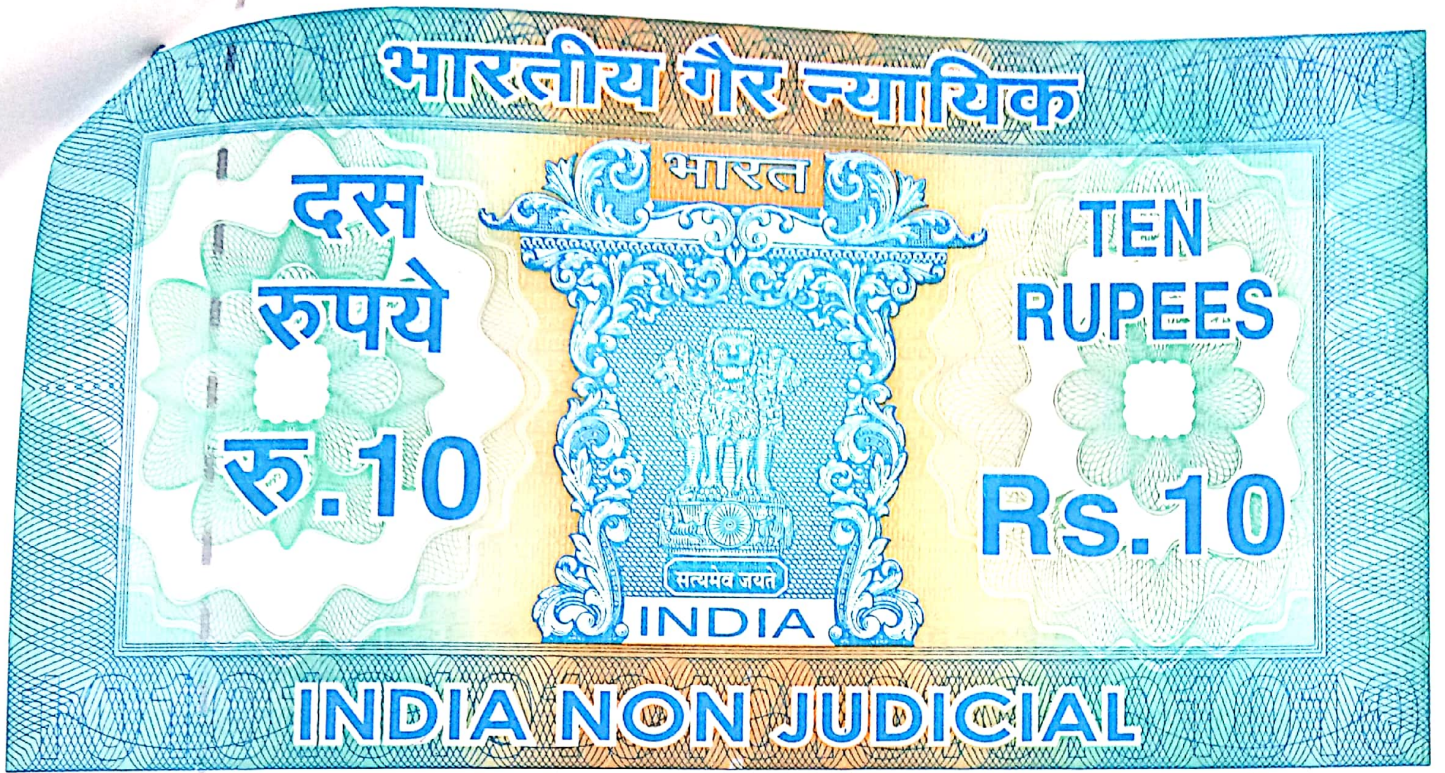
Page No. 01 To 21

Annexure B.G. No.....

Bank-.....

Branch-.....


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उत्तर प्रदेश UTTAR PRADESH

शपथ-पत्र

71AD 775692

मैं शपथकर्ता शपथपूर्वक निम्नांकित बयान करता हूँ कि :-

1. मैं मैसर्स स्पार्क ग्लोबल आगरा वेस्ट कलेक्शन प्रा0 लि0 की ओर से निम्न शपथ-पत्र प्रस्तुत कर रहा हूँ। मैं सुभाष चन्द कम्पनी में मैनेजर पद पर कार्यरत हूँ।
2. हमारी कम्पनी मैसर्स स्पार्क ग्लोबल आगरा वेस्ट कलेक्शन प्रा0 लि0 नगर निगम, आगरा में छत्ता जोन में डोर-टू-डोर का कार्य मार्च 2018 से कर रही है। हमारे जोन में 1,47,000 हाउस होल्ड यूजर्स हैं, जहां से हम डोर-टू-डोर कलेक्शन का कार्य कर रहे हैं।
3. डोर-टू-डोर कार्य हेतु नगर निगम, आगरा से किये गये अनुबन्ध के अनुसार हमारी संस्था को प्रत्येक माह के अपने बिल की धनराशि का 40 प्रतिशत यूजर्स चार्ज अपने क्षेत्र के यूजर्स से प्राप्त करके उसे नगर निगम के एसको अकाउण्ट में जमा करना था।
4. किन्तु किन्हीं कारणों से हम यह धनराशि न तो जनता से पूरी प्राप्त कर सके और इसी कारण इसे हम नगर निगम के खाते में पहुंचा सके। चूंकि हम यह धनराशि जमा नहीं कर पाये, दूसरी ओर नगर निगम के वित्तीय संसाधनों पर अत्याधिक भार होने के कारण हमारा भुगतान माह फरवरी से अवरूद्ध है।
5. भुगतान रूकने के कारण डोर-टू-डोर के कार्य में लगी कम्पनियों एवं नगर निगम के अधिकारियों के बीच दिनांक 30.04.2019 व 07.05.2019 को बैठक कर इसके समाधान हेतु गहन विचार विमर्श हुआ।
6. इन मीटिंगों में हुए चिन्तन के फलस्वरूप यह मार्ग निकाला गया कि हमारी संस्था पर मार्च, 2018 से जनवरी, 2019 तक यूजर्स चार्ज की जो देयता है, उसकी फरवरी, 2019 से सितम्बर, 2019 तक आठ बराबर किस्तों में विभाजित करके मासिक भुगतान में कटौती की जाये, इसके अतिरिक्त मई, 2019 से सितम्बर, 2019 तक 40 प्रतिशत यूजर्स चार्ज की वसूली में जो कमी हो वह भी मासिक भुगतान से काट लिया जाये। इस तथ्य पर सभी डोर-टू-डोर के कार्य में लगी संस्थाओं ने सहमति प्रदान की। इसी क्रम में हमारी संस्था भी इस पर सहमति देते हुए कार्य करने के इच्छुक है।
7. बिन्दु संख्या-6 में दी गई व्यवस्था से यदि हमारे द्वारा कोई विचलन किया जाता है तो उस स्थिति में नगर निगम के सर्वोच्च अधिकारी, नगर आयुक्त महोदय को यह अधिकार होगा कि वह किसी भी समय हमारे अनुबन्ध को समाप्त कर सकते हैं। हम पर कोई भी शास्ति आरोपित कर सकते हैं। उनका निर्णय हमें मान्य होगा।

हम उपरोक्त तथ्य अपने पूरे ज्ञान एवं विवेक से स्वीकार करते हुए यह शपथ-पत्र प्रस्तुत करते हैं। इसके क्रम में नगर निगम अग्रिम कार्यवाही करने का कष्ट करे।

शपथकर्ता