

CONCESSION AGREEMENT

Between

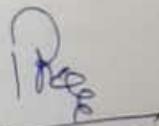
Agra Municipal Corporation (AMC)

AND

M/s J.S. Enviro Services Pvt. Ltd.

For

**Selection of Agency for Solid Waste Management and Sanitation
Management in selected area of Tajganj Zone along with the
collection of User charge for a period of three years.**


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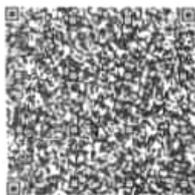
SIGNATURE
ACC Name: Sunil Kumar Bheget
CC Code: UP14012004
DD: Sector 32 Noida, Gautam Buddha Nagar, U.P.
Mob: +919953823183

Certificate No.	: IN-UP64994289903450V
Certificate Issued Date	: 06-Nov-2023 12:18 PM
Account Reference	: NEWIMPACC (SV)/ up14012004/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1401200425639926736547V
Purchased by	: AGRA MUNICIPAL CORPORATION
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: AGRA MUNICIPAL CORPORATION
Second Party	: J S ENVIRO SERVICES PRIVATE LIMITED
Stamp Duty Paid By	: AGRA MUNICIPAL CORPORATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

₹100

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This CONTRACT AGREEMENT is made on the 6th day of the month of November, 2023 at the office of Agra Municipal Corporation Office, Near Soorsadan, MG Road, Agra (U.P.), India- 282002

BETWEEN

Agra Municipal Corporation (AMC) (Hereinafter referred to as "AMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PARTY**

AND

M/s J.S. Enviro Services Pvt. Ltd. Through its authorized signatory Mr. Rajesh Achutha Kampurath (Hereinafter referred to as "Concessionaire", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **SECOND PARTY**.

WHEREAS

A. The Agra Municipal Corporation (AMC) is responsible for providing municipal and civic services in areas falling under AMC area.

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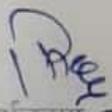
- B. AMC is desirous for Selection of Agency for Solid Waste Management and Sanitation Management in selected area of Tajganj Zone along with the collection of User charge for a period of three years.
- C. AMC floated tender and invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, AMC received proposals from parties including the Concessionaire for implementing the Project.
- D. Concessionaire acknowledges that bid was made in accordance with RFP, and has gone through Draft Concession Agreement and further agrees to abide by the terms and conditions of Tender Documents.
- E. Pursuant thereto, after evaluating the aforesaid proposals and negotiations, AMC accepted the proposal submitted by the Concessionaire and issued **Work Order No. 505/D/EE/2023 dated 04/11/2023** to the Concessionaire requesting the Concessionaire to execute the Agreement, which the Concessionaire has acknowledged.

Objective of the Project

To assist Agra Municipal Corporation in achieving the goal of Swachh Bharat Mission (SBM) also maintain solid waste management and sanitation management in the selected area of Tajganj Zone. Concessionaire will also maintain the cleanliness and hygiene in the work area.

1. Scope of work

- a) The Concessionaire shall be responsible for the thorough high-pressure washing of all public toilets and urinals as mentioned in annexure - 2.
- b) Concessionaire will deploy new Mechanical Road Sweeping machines. These machines should effectively remove debris and litter from the road surface.
- c) Concessionaire will ensure that wherever the mechanized sweeping of road is not possible, that stretch of the road area must be manually swept to ensure cleanliness.
- d) Concessionaire is to deploy only eco-friendly machines which are equipped with GPS devices.
- e) Manual sweeping of all the roads and swept roads shall be kept litter and dust free.
- f) Cleaning of divider, footpath and greenbelt on roadside.
- g) Emptying, cleaning and washing of litter bins and transport the waste to the designated site or nearest transfer station as decided by AMC.
- h) Removal of Undesirable wild grass and vegetation on the side berms, footpaths, medians of all roads.
- i) Door to Door collection of solid waste in a segregated manner (Wet, Dry, Sanitary and Domestic hazardous) from Household and Commercial area (NON-BULK WASTE GENERATORS) across the roads mentioned in Annexure - 1.
- j) From households' waste will be collected once a day and from commercial establishments waste will be collected twice a day.

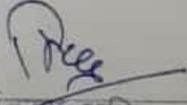

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- k) High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand, street furniture, signage & Monument's facia once a week and as per need arise. The required water will be fulfilled by treated wastewater only.
- l) Cleaning of drains of less than 1Mtr. Channel width.
- m) Cutting and pruning of trees.
- n) All the road should be kept litter free always.
- o) Dead animal should be collected and transported immediately to the nearest dumping site as provided by the Authority.
- p) The concessionaire after signing the contract must undertake a rapid survey to ascertain no. of households, commercial establishments and other waste generating entities excluding bulk waste generators in project area.

The monthly invoice will be raised by concessionaire on the basis of this survey-

- AMC will verify the survey list and after the approval of the survey list by Concessionaire can start their work.
 - Any addition or Omission of the work in this list will be done only after the permission of AMC.
 - On behalf of AMC concessionaire will collect user charges from all the household and commercial establishment from where solid waste is collected through door-to-door vehicles. These user charges will be in compliance with the user tariffs approved by AMC.
 - Concessionaire will keep the user charge.
 - Amount of User charge of total verified units by AMC will be deducted from the sanctioned door to door MSW rates and final payment will be made accordingly to the Concessionaire.
- q) It is the responsibilities of Concessionaire to prepare route plan for collection & transportation of the solid waste within area.
- r) The collected segregated solid waste, drain silt and other waste materials from their assigned activities will be transported to designated site in consultation with Agra Nagar Nigam.
- s) Concessionaire will be responsible to maintain complete cleanliness and hygiene in the project area.
- t) Concessionaire will collect user charges from the household and commercial establishment as decided by AMC.
- u) Bidder should deploy vehicles with valid fitness certificate.


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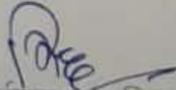
- v) The Concessionaire is required to prepare and submit a schedule chart that outlines the deployment of vehicles and employees.
- w) Dedicated staff for each work should be deployed.
- x) Concessionaire will make sure that Dhalow Ghar, Garbage Vulnerable points and Open defecation/Urination points should be eliminated from the project area.
- y) Concessionaire shall establish a grievance redressal system and resolve the complaints within 24 hours and also take the feedback of the complainant.

2. Other Conditions

- a) No vehicles will be provided by Agra Municipal Corporation. Concessionaire has to arrange the vehicles for all the works mentioned in scope of work at their own cost.
- b) All the workers will be in uniform with proper safety equipment's as per the noms.
- c) All vehicles should be duly compliant with BS-6 emission norms, duly certified and fitness passed from RTO Agra. All hired vehicles must comply the PUC norms and fulfill all regulatory requirements like valid registration, insurance, and PUC certificate.
- d) Insurance of all the vehicles should be done by the Concessionaire.
- e) Concessionaire will submit the complete list of vehicles and equipment's deployed in this project.
- f) No waste collected shall be dumped or ground anywhere in open. It should be scientifically transferred to designated transfer station /RC compacter as decided by AMC.
- g) GPS should be installed on all the vehicles and live tracking of the vehicles should be done in control room established by the Concessionaire.
- h) There should be no littering during the operation.
- i) Any modifications/ alterations for collection of segregated waste and compliance of IT enabled monitoring system will be done by bidder.

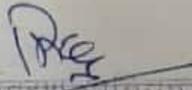
The IT Enabled Monitoring System must include, but not limited to the following:

- ✓ The system should provide a user-friendly dashboard accessible to authorized personnel from the agency, AMC, and relevant stakeholders.
- ✓ Real-time GPS tracking of all deployed vehicles and personnel should be available, allowing for live monitoring of their locations and activities. The GPS should be able to track the attendance record of all personnel deployed as per the approved work plan
- ✓ Manage workforce attendance, shifts, and backup availability to ensure 100% attendance at all times.


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- ✓ There should be mechanisms for verifying and recording the collection of waste, including the number of bins emptied and the type of waste collected (e.g., wet, dry, sanitary, hazardous).
 - ✓ The system should manage user charges by calculating them based on verified units and approved tariffs. It should also facilitate the deduction of user charges from the final payment to the agency.
 - ✓ Users should be able to report incidents, such as accidents, breakdowns, or other issues, through the system. It should track and manage the resolution of these incidents. The system should also be able to report delays in collection schedule or any complaints with regards to missed households.
 - ✓ Establish a mechanism for residents to lodge complaints and grievances. Ensure prompt resolution and feedback.
 - ✓ The system should be scalable to accommodate additional areas and functionalities, if required.
 - ✓ The system should be customizable to adapt to changes in regulations, and it should be integral with other relevant systems used by AMC and the agency.
 - ✓ Generate detailed reports and analytics on operational performance, including waste collection, vehicle efficiency, and user charge collections.
 - ✓ Integrate the public helpline number into the system for complaint registration and resolution tracking.
 - ✓ The system should support daily logs of cleaning of toilets and urinals at all locations along with time stamped and geo location enabled photographs
- j) Concessionaire shall carry out regular repairing and maintenance of all equipment's and vehicles at his own cost.
- k) The operator shall also appoint authorized person, who shall be responsible for day-to-day coordination with designated officials of Nagar Nigam regarding overall operations and management.
- l) The operator must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act, and Rules, 1970 and other applicable rules during the entire concession period.
- m) For setting Workshop/ Service Station and parking for vehicles, a single space shall be provided by the AMC which need to be equipped and maintained by the Concessionaire to ensure timely cleaning / repairing and maintenance of its vehicle and equipment's. The site can be jointly inspected and identified by authority and Concessionaire together.
- n) Space provided will be only in the form of land with boundary wall. All necessary construction for establishment of workshop will be done by the Concessionaire.


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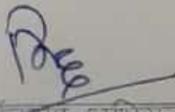


- o) Concessionaire will issue a public helpline no. which should be written on their vehicles. Registered complaints should be resolved within 24 hours. An effective grievance redressal system should be established.
- p) Concessionaire shall also appoint an authorized person, who shall be responsible for day-to-day coordination with designated officials of the Employer, regarding overall operations and management.
- q) All vehicles must comply the PUC norms and fulfil all regulatory requirements like valid registration, insurance, and PUC certificate. However, all new machines/equipment/tools must be BS6 compliant only.
- r) Concessionaire will ensure 100% attendance of all the employees and machines all the time. Substitute workers and machines should be available in backup.
- s) The Operator will provide Beat System for the area requiring manual sweeping which will ensure creating of Beats for 500-800m. area with sweeping area of 5000 Sq.Mts area coverage per worker. However, in any case operator must follow the street seeping norm as stipulated in CPHEEO Manual 2016.
- t) The Operator must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act. and Rules, 1970 and other applicable rules during the entire contract period.
- u) The Operator will ensure that there would not be any pollution due to their ongoing activities and they must implement the mitigation measures for particulate and gaseous pollution due to their activities. Further, it will be liability of Operator to avoid any loss of material and objects due to their mishandling.
- v) In any case, Operator would be fully liable to follow all applicable Acts/rules/Guidelines and Directions of Hon'ble NGT/Supreme Court.
- w) The entire activities of Operator must be equipped with IT enable mechanism to get monitored by the Employer.
- x) All the waste collected by Concessionaire in any form should be transported by Concessionaire to designated site or nearest transfer station as decided by AMC.

3. Time and Frequency Table

S.N.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
1.	Door to Door collection of Municipal Solid waste	No. of households covered based on GPS tracking	Based on user complaints and compliance	Daily	as per approved work plan

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S.N.	Description	Area	Mode of measurement	Frequency	Days/Week/Month
2.	User charges	No. of approved users and cumulative user charges	User charges collected	Monthly	
3.	Mechanized Sweeping	No. of lane kms covered based on monthly GPS tracking records.	Coverage of all roads above 7m wide through GPS logs	Daily	as per approved plan
4.	High Pressure Washing	All roads, footpaths, dividers, medians, roundabouts, bus stands, street furniture, signage and monuments facia within the Taj Ganj zone	Coverage based on daily GPS based records including daily documentation of works.	Daily	as per approved plan
5.	Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily - Day & Night	24x7
6.	Vacuum based Mechanized Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily - Day and Night	24x7
7.	Manual Sweeping, litter collection, Debris Clearance including drain cleaning (less than 0.8mts along the side of roads, wherever present). (Appropriate use of Air	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily	24x7

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S.N.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
	Blower Rag Picker Stick etc. by the team)				
8.	Wild Grass Removal	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works	Daily	24x7
9.	Pruning Of Trees (Alongside roads and on the central verge complete right of way (ROW))	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works	Bi weekly	24x7
10.	Lifting of Dead Animal	As per designated areas allocated.	Timely Grievance redressal and documentation	Immediate	24x7
11.	High Pressure Washing of Toilets and Urinals	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily	24x7

4. Service Level Benchmark for GIS based Mechanized cleaning

Sr. No.	Indicator	Unit & Definitions	Compliance %	Penalty pursuant to shortfall
1	Mechanized sweeping	100% coverage on a daily basis.	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
2	Door to door collection	100% household coverage on a daily basis	100%	Upto 30% shortfall: Deduction of the total bill value for that day.

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				31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
3	Efficiency in redressal of customer complaints	As % of total number of cleaning related complaints resolved in 24 hours versus total number of complaints received within the period	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day +20% penalty calculated on the daily bill value

5. Expiry Of The Concession Period

Upon expiry of the Concession Period or in case of early termination of the contract, all the movable assets including Door to Door vehicles will remain property of concessionaire.

6. Commercial Operation Date (Cod) Time Schedule:

Sr.	Events	Maximum Permissible Time
A	Issue of Letter of Intent (LOI)	After opening of Financial Bid
B	Submission of Performance Bank Guarantee and Signing Contract Agreement.	A+3
C	Mobilization of Human Resources which includes- C&T staffs, setting of office, control room etc., their basic counseling & training on Health, Safety & Environmental Compliances.	A+ 5 days
C	Complete Baseline Survey of complete work area	A+7 days
E	Preparation of route Maps and deployment chart and taking approval from AMC	C+ 3 days
F	Deployment of vehicles	A+ 45
F	Linking of GPS with ICCC smart city Agra	F+ 3 days
G	Commercial Operation Date (COD): Complete Achievement of COD*	48 Days from LOI

*Since many of the activities can be performed parallelly thus, procurement need to be planned accordingly to achieve the given time schedule

7. Obligation of AMC

- a) Agra Municipal Corporation shall supervise the Concessionaire's work and services at all times and notify the Concessionaire of any defects found/ identified in operation. The Concessionaires Hall have to correct a defect and improve service level within the time specified in the notices.


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- b) Authority shall handover the Mechanical Road sweeping machines owned by them to the Concessionaire after joint inspection and documentation.
- c) The Authority will ensure that the payments of the Concessionaire is cleared at earliest.
- d) The Authority will also ensure to provide all possible and justified cooperation to the Concessionaire as requested by the bidder time to time, for ensuring effective operation of the services.
- e) The Authority will also ensure that no public nuisance, strike, or protest should crop up because of the services rendered under the contract obligations.

8. Performance Security

- a) The Performance Security shall be kept valid for throughout the Concession Period from the Appointed date. Provided that if the Agreement is terminated due to any event other than a bidder Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to AMC's right to receive amounts, if any, due from the Concessionaire under this Agreement be duly discharged and released to the Concessionaire.
- b) Performance security and other securities submitted/collected from concessionaire shall be released upon expiry of the contract period and after handing over of immovable assets.

9. Financial Closure

The Concessionaire shall at their own cost; expenses and risk make such financing arrangements as would be necessary to implement the project and to meet all of their obligations under this Agreement in a timely manner.

9.1 Maintenance and Certification of Records

The Concessionaire shall maintain records of the operation and Maintenance of Mechanical Road sweeping machines on monthly basis and submit monthly reports of the same to AMC.

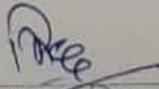
9.2 Indemnity by Concessionaire

The bidder shall indemnify and hold harmless AMC, and their employees from and against all claims, damages, losses and expenses arising out of or resulting from bidder negligence or breach in execution of the Construction Works and any activity incidental thereto.

10. Misrepresentation/Fraud/Breach of Terms and Conditions

If it is discovered at any point of time even after execution of the Agreement, that the bidder has suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by Agra Municipal Corporation. The bidder is also subject to be black listed and the EMD/ BG forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of

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works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid price.

11. Currency

Bidders must express the price of their Assignment/ job in India Rupees (₹) INR.

12. Rates

S.No.	Work	Quantity	(Rate per month in Rupees)	
			Per Unit	Total per month
1.	High pressure washing of Public Toilet	7	15000.00	105000.00
2.	High pressure washing of Urinals	7	15000.00	105000.00
3.	Door to door collection of Municipal solid waste from Household	1	163.00	1525000.00
4.	Door to door collection of Municipal solid waste from Commercial establishment (Non bulk waste generator)	1	195.00	380000.00
5.	Manual Sweeping of Road	24.1 KM	72500.00	1747250.00
6.	Mechanical sweeping of roads	66 KM	26400.00	1742400.00
7.	Emptying and cleaning of litter bins	70 Sets	9000.00	630000.00
8.	Cleaning of drains of less than 1Mtr. Channel width, Cleaning and maintenance of divider, footpath and greenbelt. Removal of Undesirable wild grass and vegetation, Pruning of Trees, Removal of Dead animal	Lumpsum	1625000.00	1625000.00
Total				7859650

13. Payment terms

The payment shall be made as under for the bid proposed activities:

- Concessionaire shall submit his monthly bill in the 1st week of every month for all the work performed by his/her.

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- b) Amount of User charge of total verified units by AMC will be deducted from the sanctioned door to door MSW rates and remaining payment will be made accordingly to the Concessionaire.
- c) Deduction of user charges from the sanctioned door to door MSW rates will be enforce after the cooling period of three months from the date of agreement.
- d) Raised bill will be verified from Zonal Sanitary officer and then forwarded to senior officers for further process.
- e) Bidder should submit monthly progress report, photographic evidence, grievance redressal report and public feedback along with the bill
- f) The monthly bill payment will be released by AMC within 45 days of submission of bill.

14. Annual Escalation

Annual escalation of the said Contract Fee on total project cost shall be increased every year by 5% of Contract Fee over the previous year's Contract Fee.

X- previous year's Contract Fee

Y – 5% of previous year's Contract Fee

For example –

For 1st year Concessionaire is liable to receive sanction amount.

For 2nd year – X+Y

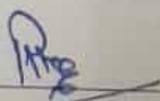
And similarly follow for next coming years.

15. Performance Penalties

The following penalties shall be imposed by Authority on the Concessionaire received from Complaints as reported by AMC Officials/ ICCO/ Swachhata App and not resolved within 24Hrs. Penalty amount will be deducted from the next upcoming bill/invoice

Sr.	Activity	Penalty imposed
1)	The operator fails to deploy the assets in 45 days from the date of receiving the Lol penalty	High Pressure Washing Van / transportation vehicles ₹500/= per day for non-deployment of Air Blower, fuel operated brush cutter and Rag Picker Stick. ₹500/- per day per worker for non-deployment of designated manpower Penalty shall be imposed from the date of commencement of the work. In the event of non-deployment of complete Assets in 120 days the

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Sr.	Activity	Penalty imposed
2)	The Operator fails to undertake the mechanical sweeping on any day(s), on a particular road/ road(s) in the Project Site area and provided that such failure is not caused due to the events beyond Operator's control	contract would stand null and void. ₹10,000 per day for the period where till such event is rectified and the mechanical sweeping resumes as per the Contract
3)	The Operator fails to ensure that the water nozzle fitted in the mechanical sweepers remains operational at all working time and there is no dust-cloud formation during the sweeping of the road(s).	₹100/- per day per incident
4)	Failure in conducting preventive maintenance of all the equipment on daily basis by the Operator. Operator needs to maintain repair and maintenance logs/dashboard for verification.	₹1000/- per day
5)	If Concessionaire is not able to execute their work for more than 24 hours (Except natural hindrance such as heavy rainfall, natural and anthropogenic disaster) due to any reason then operator is fully liable to pay a penalty	5,000/- Per day default
6)	If any of activities of Concessionaire is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, and Heritage and Public liability Rules and Regulation then operator is fully liable to pay a penalty	As per law under which activity lies
7)	Non-Performance of Cleaning in Public/Community Toilet for more than 12 Hrs., in any case	Rs. 5,000/- Per incident
8)	Nonperformance of any other activities as per contract agreement for a day other than mentioned in penalty clause table	5,00/- Per day default
9)	(a). Non-collection of solid waste (garbage) from households during Door-to-door collection. (b). Collection in non-segregated form. (c). If non collection of solid waste results in dumping of solid waste on ground.	(a&b) One rupee per day per house and two rupees per day per shop/ commercial establishment. (c) Rs. 1000/- per default
10)	Door-to-door collection vehicles does not report to duty in the designated area	Rs. 1000/- per vehicle per day.
11)	Deployment of workers without approved uniform and identity card	Rs. 500/- per worker/ day/ default.



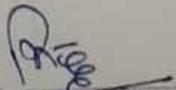
Sr.	Activity	Penalty imposed
12)	Waste transported in unscientific manner	Rs. 500/- per vehicle per day/ default.
13)	If the waste is dumped at non-designated place	Rs. 1,000/- per day/ default.
14)	If the waste founds at storage points placed in an unhygienic manner	Rs. 500/- per points per day/ default.
15)	Litter is identified	Rs. 100/- per incident/ day
16)	The Concessionaire shall ensure not to cause any damages or physical loss to any third person/ party, due to negligent and rash driving.	As per actuals & any legal processes/ expenses shall be on bidder's cost. Concessionaire shall keep the ULB indemnified from any such legal complications/ process.
17)	Silt and solid waste is identified in open drains	Rs.1000/- per incident/ day
18)	Grass and pruning is identified	Rs.1000/- per incident/ day
19)	Dividers are found dirty and tidy.	Rs.1000/- per incident/ day
20)	Complaint is not resolved within 24 hrs.	Rs.500/- per compliant/ day
21)	Dead animal is not collected and transported within 4 hrs. of compliant	Rs.1000/- per incident/ day
(22)	Open defecation/ Urination points are identified	Rs.500/- per incident/ day

16. Termination Of Contract

- After repetition of instructions and warnings received from AMC officials, if Concessionaire will not improve their work and follow the instructions contract will be terminated.
- If the work performance is observed unsatisfactory by Agra Municipal Corporation
- If Concessionaire is found in fraud practices or corrupt practices by Agra Municipal Corporation.

17. Extension of the Project

Duration of the project is three years from the date of date of agreement. After reviewing the work, if it is found satisfactory then project is extendable upto two more years (3+2) @ 5% of annual escalation on previous annual cost.


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18. Force Majeure Event

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

- a) earthquake, flood, inundation, and landslide
- b) storm, tempest, hurricane, cyclone, lightning, thunder, or other extreme atmospheric disturbances
- c) fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d) acts of terrorism;
- e) strikes, labor disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor; action of a Government Agency having Material Adverse Effect including but not limited to Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facilities or any part thereof or of the Concessionaire's or the Contractor's rights under any of the Project Agreements.
- f) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, and Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- g) Early determination of this Agreement by AMC for reasons of national emergency, national security or the national interest.
- h) Any failure or delay of a Contractor caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by



radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure, or delay of a Contractor caused by the events mentioned in this sub-Article for which no offsetting compensation is payable to the Concessionaire by or on behalf of the AMC.

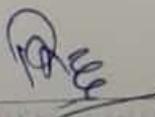
19. Obligations of the Parties in case of Force Majeure

- (a) As soon as practicable and in any case within 10 (Ten) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Authority setting out, inter alia, the following in reasonable detail:
- i. the nature and extent of the Force Majeure Event;
 - ii. the estimated duration of the Force Majeure Event;
 - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - v. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- (b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Article, the Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:
- i. Assess the impact of the underlying Force Majeure Event.
 - ii. To determine the likely duration of Force Majeure Event and,
 - iii. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
- (c) The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding Article as also any information, details or document, which the Parties may reasonably require.

20. Performance of Obligations

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

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obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a) due notice of the Force Majeure Event has been given
 - b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event
 - c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility(ies) as a result of the Force Majeure Event and to restore the Project Facility(ies), in accordance with the Good Industry Practice and its relative obligations under this Agreement
 - d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance
- the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement. Any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace, or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

21. Arbitration

a) Procedure

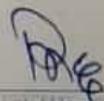
Subject to the provisions of Article, any dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of the arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its 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.

b) Place of Arbitration

The place of arbitration shall be AMC

c) English Language

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


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d) **Enforcement of Award**

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

e) **Performance during Arbitration**

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

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6.11.23

For and behalf of the **Agra Municipal Corporation**

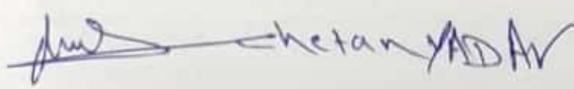


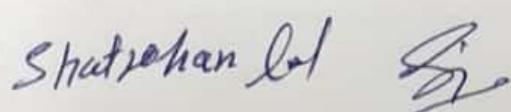

For and behalf of the **M/s J S Enviro Services Private Limited**

(AUTHORISED REPRESENTATIVE)

(AUTHORISED REPRESENTATIVE)

In the presence of (WITNESS):

1)  Chetan YADAV

2)  Shatrughan Lal



Annexure - 1

Concessionaire will collect door to door MSW waste, Mechanical Road Sweeping, Manual Road Sweeping, cleaning of drains, lifting of dead animal, pruning of trees, removal of wild grass and all other works as described in scope of work from below mentioned roads -

S.No.	TOTAL ROAD	K.M.	Manual sweeping in K.M.	No. of pass for Mechanical sweeping
1.	From Phool Saiyad to Tora chowki	4.7	4.7	4
2.	From Phool Saiyad to Purani Mandi	1	1	2
3.	15 PAC	0.6	0.6	2
4.	From Taj view to Purani Mandi	0.7	0.7	2
5.	From Purani mandi to Taj mahal East Gate	1.2	1.2	0
6.	From R.K. Studio to Neem Tiraha	0.4	0.4	2
7.	From Purani mandi to Neem Tiraha Jhalkari	2	2	2
8.	From Purani mandi to Lal Quila	1.4	1.4	4
9.	From Jhalkari Bai to Bharav Nath mandir	1.2	1.2	2
10.	From Shamshan Ghat to Ada Parking	0.3	0.3	0
11.	From East Gate to Dasheraghat	0.8	0.8	2
12.	From Police Bericating to Ahmed Bukhari	0.8	0.8	0
13.	From From East gate to Trident T. point	2.4	2.4	2
14.	From Selfie Point (Internal)	0.3	0.3	2
15.	From KalaKriti to TDI Mall	0.4	0.4	2
16.	From Shilpgram to Basai Chowki T. Point	1	1	4
17.	From KalaKriti to Nahar Ganj	0.4	0.4	2
18.	From Tora Chowki to Ramada	3	3	4
19.	From Shahjahan Garden to Bijli Ghar Chouraha	1.5	1.5	4
	Sub Total	24.1	24.1	66.8 Km including all passes/Lane KM

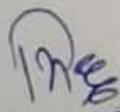
Note -

- 1.) Concessionaire will deploy minimum 160 Safai Mitra and it may as per the requirement for the works mentioned in scope of work.
- 2.) Concessionaire will deploy minimum One mechanical road sweeping machine will sweep minimum 30-35 Km per day depending upon the capacity of machine.

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- 3.) One safai Mitra will sweep 500-800 meter of road while manual sweeping which depends upon the density of floating population.
- 4.) Concessionaire have to clean and unload waste from approximately 70-80 Litter bin sets (Approximately 200 Litter capacity of each set).
- 5.) One door to door MSW waste collecting Mini Tipper having capacity 2.0m³ with segregated chambers (as per SWM rules 2016) will collect waste from 600-800 household in a day.
- 6.) Concessionaire will deploy dedicated staff for each work.
- 7.) One driver and one helper will be attached in each door-to-door collection vehicle.


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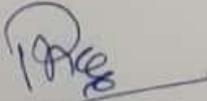
Annexure – 2 List of Public Toilet and Urinals

PUBLIC TOILET

S.No.	Area	Ward No.
1.	Gadedhya	98
2.	Tulsi chabutra	44
3.	Nwadataela	88
4.	Paktola Puliya	88
5.	Telipada	44
6.	Galiasad	44
7.	Sanjay Nagar	44

URINAL

S.No.	Area	Ward No.
1.	Bawadi	98
2.	Shyam lal marg	98
3.	Tanga adda	98
4.	Thana	44
5.	Tanki wala park	33
6.	Nehar gaun tiraha pr	33
7.	Telipada rathore mandir	62


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