



उत्तर प्रदेश UTTAR PRADESH

GB 392863

**AGREEMENT FOR PROCESSING OF LEGACY WASTE THROUGH  
BIO-REMEDIATION & BIOMINING AT KUBERPUR DUMPSITE, AGRA**

This CONCESSION AGREEMENT made on this 10<sup>th</sup> Day of April, 2023 at the office of Agra Nagar Nigam, Agra, Uttar Pradesh, India

BETWEEN

Agra Nagar Nigam through Environment Engineer, (Hereinafter referred to as "ANN", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**

AND

M/S Spaak Super Infra India Pvt. Ltd, a Company incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at Shop No 2/129, Lal Mahal, DDA Janta Flat, Puli Pahladpur, Delhi, through its authorized signatory **Mr. Subhash Chand** (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 PART**.



Subhash Chand  
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## WHEREAS

(a) the Employer has requested the Contractor/concessionaire to provide certain job as defined in this Contract (hereinafter called the "Services");

(b) the Contractor, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

I. The General Conditions of Contract.

II. The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Breakdown of Contract Price

Appendix E: Duties of the Employer

2. The mutual rights and obligations of the Employer and the Concessionaire shall be as set forth in the Contract, in particular:

I. the Concessionaires shall carry out the Services in accordance with the provisions of the Contract.

II. the Concessionaires shall carry out the Services in accordance with the provisions of the tender documents and pre-bid compliances.

III. the Employer shall make payments to the Concessionaires in accordance with the provisions of the Contract and report of 3<sup>rd</sup> party appointed (if, any) for monitoring and control.

3. Estimated quantity of legacy waste to treated = 4.63 Lac MT (\*)

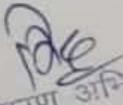
Rate as per tender = 324 per MT (\*)

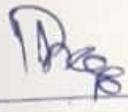
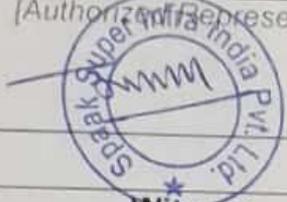
Total Estimated of the project = INR 150012000(\*)

(\*)The total quantity to be treated till date be assessed by RCUES through contour survey and it will be final quantity of legacy waste.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.



  
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For and on behalf of [M/s- Spaak Super Infra India Pvt. Ltd]	For and on behalf of [AGRA NAGAR NIGAM]
[Authorized Representative]	 10/4/23 [Authorized Representative]
 Witness	Witness

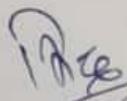
### General Conditions of Contract

#### 1. GENERAL PROVISIONS

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- I. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- II. "Concessionaire" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- III. "Contract" means Conditions of Contract, the Employer's Requirements, the Tender, the Concessionaire's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- IV. "Day" means calendar day.
- V. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- VI. "GC" means these General Conditions of Contract.
- VII. "Government" means the Government of India
- VIII. "Local Currency" means Indian Rupees.
- IX. "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- X. "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Concessionaire under the Contract.
- XI. "Works" are what Contract requires the Concessionaire to carry out and perform.
- XII. "Acceptance Letter" means the document from the Employer on behalf of DLB, UP addressed to Concessionaire indicating acceptance of the Contract Price and its acceptance of the Concessionaire as the preferred party to carry out the works, perform services and operations under the Contract.
- XIII. "GoUP" means Government of Uttar Pradesh.
- XIV. "Authority" means Agra Nagar Nigam, Agra.
- XV. "SC" Specific Conditions



  
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## 1.2 Other Definitions

"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.

**1.3 Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Concessionaire. The Concessionaire, subject to this Contract, has complete charge of Personnel and Sub-Concessionaires, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.4 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.5 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

### 1.6 Notices:

I. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

II. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address specified in the SC.

**1.7 Location:** The Services shall be performed at MSW Waste Processing Site of Agra Nagar Nigam, Kuberpur, Agra Uttar Pradesh, India.

**1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Concessionaire may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties:** The Concessionaire, Sub-Concessionaires and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### 1.10 Fraud and Corruption

**1.10.1 Definitions:** - It is the Employer's policy to require that Employers as well as Concessionaires observe the highest standard of ethics during the execution of the contract. In pursuance of this policy, the Employers defines for the purpose of this provision, the terms set forth below as follows:

I. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

II. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

III. "Collusive practices" means a scheme or arrangement between two or more Concessionaires, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

IV. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### 1.10.2 Measures to be taken by the Employer

I. The Employer may terminate the contract if it determines at any time that representatives of the Concessionaire were engaged in corrupt, fraudulent, collusive



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or coercive practices during the selection process or the execution of that contract, without the Concessionaire having taken timely and appropriate action satisfactory to the Employer to remedy the situation.

- ii. The Employer may also sanction against the Concessionaire, including declaring the Concessionaire ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Concessionaire has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Concessionaire instructing the Concessionaire to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Services:** The Concessionaire shall begin carrying out the Services not later than 45 days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

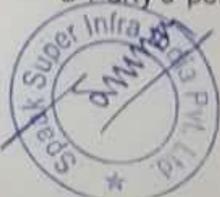
### 2.6 Modifications or Variations:

- I. any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- II. In case of substantial modifications or variations, the prior written consent of the Employer is required.

### 2.7 Force Majeure

#### 2.7.1 Definition

- I. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as



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reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

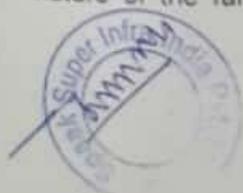
- II. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Concessionaires or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- III. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

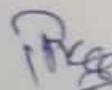
**2.7.2 No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:**

- I. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- III. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- IV. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Concessionaire, upon instructions by the "Employer", shall either
  - i. Demobilize, or
  - ii. Continue with the Services to the extent possible, in which case the Concessionaire shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.
- V. In the case of disagreement between the Parties as to the existence or extent of Force Majeure,

**2.8 Suspension:** The "Employer" may, by written notice of suspension to the Concessionaire, suspend all payments to the Concessionaire hereunder if the Concessionaire fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Concessionaire to remedy such failure, if



  
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capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Concessionaire of such notice of suspension.

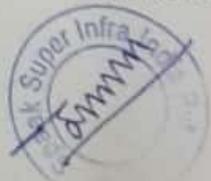
## 2.9 Termination

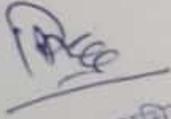
**2.9.1 by the "Employer":** The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in (a) through (i) of this Clause GC 2.9.1

- I. If the Concessionaire fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
- II. If the Concessionaire becomes (or, if the Concessionaire consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- III. If the Concessionaire fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- IV. If the Concessionaire, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- V. If the Concessionaire submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- VI. If the Concessionaire places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- VII. If the Concessionaire fails to provide the quality services as envisaged under this Contract. The committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The committee may decide to give one chance to the Concessionaire to improve the quality of the services.
- VIII. If, as the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- IX. If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- X. In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Concessionaires, and sixty (60) days' in case of the event referred to in (i).

**2.9.2 By the Concessionaire:** The Concessionaire may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- I. If the "Employer" fails to pay any money due to the Concessionaire pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Concessionaire that such payment is overdue.
- II. If, as the result of Force Majeure, the Concessionaire is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- III. If the "Employer" fails to comply with any final decision reached as a result of arbitration.
- IV. If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the



  
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Concessionaire may have subsequently approved in writing) following the receipt by the "Employer" of the Concessionaire's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, and (iii) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Concessionaire shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Concessionaire:

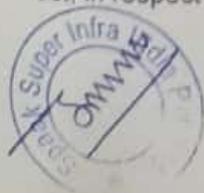
- i. If the Contract is terminated pursuant to clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(d) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(d) hereof for expenditures actually and reasonably incurred prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Contactor shall not be entitled to receive an agreed payments upon termination of the contract. However, the "Employer" may consider to Quantum merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damage as per the provisions of Clause 9 of this agreement. The Concessionaire will be required to pay any such liquidated damages to employer within 30 days of termination date.

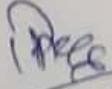
**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONCESSIONAIRE

#### 3.1 General

**3.1.1 Standard of Performance:** The Concessionaire shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Concessionaire shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to



  
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the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-Concessionaires or Third Parties.

**3.2 Conflict of Interests:** The Concessionaire shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Concessionaire shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Concessionaire not to benefit from Commissions, Discounts, etc.:**

- I. The payment of the Concessionaire pursuant to Clause GC 6 hereof shall constitute the Concessionaire's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Concessionaire shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Concessionaire shall use its best efforts to ensure that any Sub-Concessionaires, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- II. Furthermore, if the Concessionaire, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Concessionaire shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Concessionaire in the exercise of such procurement responsibility shall be for the account of the "Employer".

**3.2.2 Concessionaire and Affiliates Not to Engage in Certain Activities:** The Concessionaire agrees that, during the term of this Contract and after its termination, the Concessionaire and any entity affiliated with the Concessionaire, as well as any Sub-Concessionaires and any entity affiliated with such Sub-Concessionaires, shall be disqualified from providing goods, works or services (other than the job concerned) resulting from or directly related to the Concessionaire's Services for the preparation or implementation of the project.

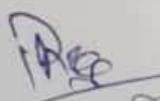
**3.2.3 Prohibition of Conflicting Activities:** The Concessionaire shall not engage, and shall cause their Personnel as well as their Sub-Concessionaires and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the "Employer", the Concessionaire and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Concessionaire and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Accounting, Inspection and Auditing:** The Concessionaire

- I. Shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in



  
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such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

- ii. shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

**3.5 Reporting Obligations:** The Concessionaire shall submit to the "Employer" the reports and documents in the specified format and within the time period decided by the Authority.

**3.6 Documents Prepared by the Concessionaire to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents, and software prepared by the Concessionaire for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Concessionaire shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Concessionaire may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Concessionaire and third parties for purposes of development of any such computer programs, the Concessionaire shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.7 Equipment and Materials provided by the Concessionaires:** Equipment or materials brought into the project by the Concessionaire and the Personnel and used either for the Project or personal use shall remain the property of the Concessionaire or the Personnel concerned, as applicable.

**3.8 Resource Management:** All arrangements like water, washing area, facility for parking (Space for parking to be provided by the ULB) and storing equipment, charging stations for charging batteries, fuel for equipment and all such resources, equipment, gadgets and tools that may be required time to time to carry on the assigned job efficiently without interruption would be under the scope of the Concessionaire.

#### 4. CONCESSIONAIRES' PERSONNEL AND SUB-CONCESSIONAIRES

**4.1 General:** The Concessionaire shall employ and provide such qualified and experienced Personnel and Sub-Concessionaires as are required to carry out the Services.

#### 5. OBLIGATIONS OF THE "EMPLOYER"

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- I. Provide the Concessionaire, Sub-Concessionaires and personnel with work permits and such other documents as shall be necessary to enable the Concessionaire, Sub-Concessionaires or Personnel to perform the Services.
- II. Arrange for the Foreign personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchanges permits and any other documents required for their stay in India.



  
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- III. Issue to official agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.
- IV. Provide to the Concessionaire, sub-Concessionaires and personnel and such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Concessionaire for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Concessionaire in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Concessionaire under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

**5.3 Payment:** In consideration of the Services performed by the Concessionaire under this Contract, the "Employer" shall make to the Concessionaire such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.4 Counterpart Personnel:**

- I. If necessary, the "Employer" shall make available to the Concessionaire free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Concessionaire's advice.
- II. Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Concessionaire. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Concessionaire that is consistent with the position occupied by such member, the Concessionaire may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

**6. PAYMENTS TO THE CONCESSIONAIRE**

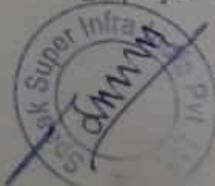
**6.1 Total Cost of the Services**

- I. The total cost of the Services payable is set forth in the proposal to the Employer and as negotiated thereafter. The total negotiated final cost of the project is INR 324 Per MT plus GST as applicable which is applicable for quantified quantity of 4,63,000 MT of Legacy Waste. The total quantity to be treated till date will be assessed by RCUES through contour Survey and it will be final quantity of the legacy waste.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

- I. The Concessionaire shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved as per Appendix-D.
- II. If the deliverables submitted by the Concessionaire are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Concessionaire. In such case,



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the payment will be released to the Concessionaire only after it re-submits the deliverable and which is accepted by the Employer.

III. All payments under this Contract shall be made to the accounts of the Concessionaire.

IV. In case of early termination of the contract, the payment shall be made to the Concessionaire as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. Based on such details, a reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Concessionaire in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per the applicable tax.

V. The Contract Fee shall be released by Authority within a period of 21 days (twenty one) days from the date of receipt of invoice/bill from the Selected Concessionaire/Agency.

## 7. FAIRNESS AND GOOD FAITH

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

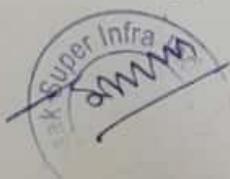
**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

8.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (the Authority and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a Tribunal of Arbitrator (3 Members (one appointed by each party and third appointed by the said appointed arbitrator on receipt of written notice / demand of appointment of Arbitrator from either party).

8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of the Authority, only.

8.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.



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## 9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract until its not amended.

9.3 The liquidated damages shall be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the Concessionaire shall be liable to pay 0.1% of the monthly cost of the services for delay of per day or part thereof upto a maximum limit of 10% of the total contract value.
- b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Concessionaire shall be liable for Liquidated Damages for an amount equal to 0.5 % of total cost of the services for every week or part thereof for the delay.

## 10. Miscellaneous provisions:

- I. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- II. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- III. The Concessionaire shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- IV. Each constituent of the Concessionaire, in case of a consortium/JV, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Concessionaires under the Contract.
- V. The Concessionaire shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- VI. The Concessionaire shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Concessionaire's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Concessionaire.
- VII. The Concessionaire shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Concessionaires, sub-Concessionaires, suppliers, agent(s), employed engaged or otherwise working for the Concessionaire, in respect of wages, salaries, remuneration, compensation or the like.
- VIII. All claims regarding indemnity shall survive the termination or expiry of the Contract.



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IX. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Concessionaire for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

X. The performance of the Selected Concessionaire/Agency based on the service level benchmarks indicated in the guidelines issued by Ministry of Housing and Urban Development, Government of India (as per clause 13 of GCC) or any assessments from time to time and also placed in the draft Concession Agreement.

### 11. Performance Security

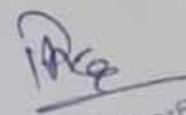
The Performance Security shall be provided @ 10% of the Annual Contract value from the Nationalized/Foreign Bank to the Employer valid till the contract period. It needs to be submitted within 15 days after the signing of the concession agreement.

### 12. Non-Compliance Penalties

The following penalties shall be imposed by Authority on the Selected Concessionaire/Agency.

S.No.	Description	Penalty
1.	The Selected Concessionaire fails to ensure that the employees are in proper dress, and also ensure placement of safety devices and signage at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety, Caps / Helmets, Nose Mask, Rain Coats, Gloves, Radium Jackets, Safety Boots	₹500/- per day per default per person.
2.	failure in conducting preventive maintenance of all the equipment and machinery on daily basis by the Selected Concessionaire/Agency. Selected Concessionaire/Agency needs to maintain repair and maintenance logs/dashboard for verification.	₹1000/- per day
3.	If any of activities of Selected Concessionaire/Agency is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, SWM Rules 2016, CPHEEO rules and guidelines, CPCB/PCB Guidelines and Directions and any modifications in future then Selected Concessionaire/Agency is fully liable to pay a penalty	As Actual imposed/INR 25,000/- Per default.
4.	Non-performance of activities as per contract agreement for a day	1.5 times of calculated per day contracted amount on daily basis



  
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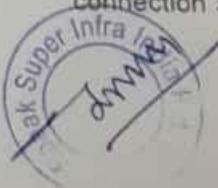
Note: Additional Penalties pertaining to adherence to Service level Benchmarks are as per defined in section 13 of this document.

13. After inspection, If the set forth per day milestone processing of stabilized legacy waste will not be achieved by concessionaire for more than 15 days then this agreement would be cancelled.

#### 14. Obligations

##### 14.1 Authority/Concerned ULB's Obligation

- I. Handed over to the Selected Concessionaire/Agency through respective ULBs the physical possession of the Project Site, for the period co-terminus to the Contract Period free from Encumbrances.
- II. Constituted and appointed the Steering Group, within a period of 15 (fifteen) days from the date of this Contract in accordance with the terms hereof; (1 member from the Concessionaires side may be incorporated in the steering group who is an on-roll employee of the agency);
- III. Ensure to make payment to the Selected Concessionaire/Agency within 30 days of invoice raised
- IV. Authority/Concerned ULBis vested with the rights as overseer and the title of interest, ownership and rights with regard to the Project Site shall vest with Authority except that these will be cleaned by the Selected Concessionaire/Agency as per the provisions of this Contract;
- V. Any liability, arising out of providing the Project Site free of encumbrances, unless expressly provided for in this Management Contract, shall be borne solely by Authority. Authority shall indemnify the Selected Concessionaire/Agency and shall hold it harmless from any claim or consequential cost that may arise as a result of any such terminations;
- VI. Upon request from the Selected Concessionaire/Agency, Authority shall provide reasonable assistance and facilitation in procuring clearances/approvals which are necessary for the implementation of the Project and which are in its authority to grant or cause to be granted subject to the Selected Concessionaire/Agency complying with the eligibility criteria for the grant of such clearances. However, notwithstanding the contents of any other provision of this Contract, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorised agency/Government of India or any other statutory body shall be that of the Selected Concessionaire/Agency ;
- VII. Authority would ensure that from the Compliance Date and till the completion of the Contract Period, the Selected Concessionaire/Agency has access to the Project Site for the purpose of carrying out the Selected Concessionaire/Agency 's obligations under this Management Contract;
- VIII. Authority shall ensure to provide electricity connection to the Selected Concessionaire/Agency at the cost of Selected Concessionaire/Agency. The Selected Concessionaire/Agency shall have to apply for an electric connection and commercial charges shall apply on electric consumption.
- IX. Authority will provide electricity connection upto the site of Project, if the same is not available. The Selected Concessionaire/Agency shall have to apply for an electric connection and commercial charges shall apply on electric consumption to be borne



  
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by the Selected Concessionaire/Agency.

- X. Authority/Concerned ULB shall provide water connection to the Selected Concessionaire/Agency and charges shall be paid by the Selected Concessionaire/Agency with respect to the use of water for the purposes related to the Project. However, if at any time due to some unavoidable circumstances the release of regular water is not possible, the Selected Concessionaire/Agency shall be required to make its own arrangement at its own cost;
- XI. Authority has the right to take over the Project if the Selected Concessionaire/Agency defaults in fulfilling any of its obligations, rights and responsibilities detailed under this Management Contract including the right to complete the Project directly or indirectly by selecting another Selected Concessionaire/Agency in the event of default by the Selected Concessionaire/Agency ;
- XII. Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Contract.

#### 14.2 Concessionaire's Obligation

- I. Made arrangements for financing the Project and executed the Financing Documents and delivered to the Authority notarized true copies thereof along with soft copies; if required.
- II. Submitted to the Authority, a programme supported with Bar chart for all the planned activities envisaged under this project,
- III. Provided an undertaking that all of the Representations and Warranties of the Selected Concessionaire/Agency are true and correct as on the date of this Contract and as on the Compliance Date and thereafter.
- IV. Take over the possession of the Project Site from the Authority/Concerned ULB, provided it is being delivered in accordance with the provisions of Article 2.1 and safeguard and use the Project Site solely for the purpose of discharging its obligations under this Management Contract.
- V. Comply and observe at all times with all Applicable Permits, approvals, Applicable Laws, all central / state government / semi-government / local body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this Management Contract and also, complying with all the inter disciplinary measures as followed by the Authority.
- VI. Ensure to be fully conversant with all the laws applicable to the work under the Management Contract
- VII. Obtain any and all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), for necessary facilities like power, fire-fighting, telecommunications, etc. as and when required, for the Selected Concessionaire/Agency and its employees to perform their obligations under this Management Contract, at its own cost.
- VIII. Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
- IX. Ensure all the machines/vehicles/equipment's registered under the competent Authority who are recognized for such registrations.
- X. Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (BIS/MoEF/RTO/ISI) whether conditions and usage.



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- XI. Ensure not to reassign the work under the Contract to any other third party without prior written approval of Authority.
- XII. At all times, to afford access to the Project Site to the authorized representatives of Authority, senior lenders, other persons duly authorized by any Governmental Agency having jurisdiction over the Project, to inspect the Project and to investigate any matter within their authority and upon reasonable notice.
- XIII. Ensure not to pose any problem/nuisance to the general public. The Selected Concessionaire/Agency shall be solely responsible for the behaviours and honesty of its workforce.
- XIV. Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by Authority/Concerned ULB.
- XV. In the event of any accident/damage to third party by any of the vehicle/equipment of the Selected Concessionaire/Agency, Authority/Concerned ULB shall be completely free from any liability of any nature occurred on account of the accident. The Selected Concessionaire/Agency shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the vehicle, manpower or to the third party. The Selected Concessionaire/Agency shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the Selected Concessionaire/Agency or to any other person during the performance of the contractual services. This includes any third-party claims.
- XVI. Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment's or his employees to the property or personnel of Authority/Concerned ULB
- XVII. Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the Selected Concessionaire/Agency obligations under this Contract and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies Authority/Concerned ULB against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Authority/Concerned ULB treated as employer in this regard.
- XVIII. Neither place or create nor permit any other person claiming through or under the Selected Concessionaire/Agency to create or place any Encumbrance over all or any part of the Project Site or on any rights of the Selected Concessionaire/Agency therein, save and except as expressly set forth in this Contract.
- XIX. Shall be responsible for safety, soundness and durability of the Project structure built on the site.
- XX. In case of loss due to theft or damage to the Project Facility, due to the negligence of the Selected Concessionaire/Agency, the Selected Concessionaire/Agency shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, at all times, within the Contract Period.
- XXI. To pay at its own cost all applicable existing taxes / charges / fees including service tax, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal. However, for any future taxes/charges/levies/ fees, Authority shall reimburse the same to the Selected Concessionaire/Agency.
- XXII. Shall ensure that the operation, maintenance and management of the Project Site provided therein are both in conformity with the relevant norms and Maintenance Manual, prepared in accordance to this Management Contract.



- XXIII. Carry out its duties in regard to the Project in accordance with the provisions of this Contract and the Schedules thereof.
- XXIV. On expiry of the Contract Period, within a maximum period of 30 (thirty) days, to leave the entire Project Site in a clean and safe condition to the satisfaction of Authority/Concerned ULB.
- XXV. Shall be solely and primarily responsible to the Authority for observance of all the provisions of this Management Contract on behalf of its employees and representatives.
- XXVI. Shall be liable for and shall indemnify, protect, defend and hold harmless Authority/Concerned ULB, Authority/Concerned ULB's officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Selected Concessionaire/Agency to discharge its obligations under this article / Contract and to comply with the provisions of Applicable laws and Applicable permits.
- XXVII. The Selected Concessionaire/Agency shall acknowledge and recognize that time is of the essence of this Contract and that the performance of its obligations shall be construed accordingly.
- XXVIII. Hand back the Project Site to Authority/Concerned ULB, at the end of the Contract Period.

### 15. Environmental Compliance

- I. 15.1 The Concessionaire shall, at all times, ensure his operations and services are conforming to the laws pertaining to environment, health and safety aspect including Solid Waste Management Rules, 2016, CPCB guidelines and Hon'ble NGT directions, other policies and guidelines related thereto.

### 16. Insurance

- 16.1 The Concessionaire shall insure his workmen, equipment, vehicles etc. No additional burden should fall on the Authority/Concerned ULB due to absence of insurance.
- 16.2 The Concessionaire shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/ arranged/ deployed/ taken from the authority/Concerned ULB in his possession under this contract. The Authority/Concerned ULB shall not be responsible for any type of liability in this regard.

### 17. Accidents

- 17.1 It shall be the Concessionaire's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.
- 17.2 The Concessionaire shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Concessionaire. This includes any third party claims.
- 17.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Concessionaire shall within 24 hours of such accident, report in writing to the Competent Authority, the



  
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facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

17.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Concessionaire or by the Authority, the Authority shall retain whole or part of the deposit due and payable to the Concessionaire such sum or sums or money as may in the opinion of the Authority sufficient to meet out liability, on receipt of award from the Labour Commissioner in regards quantum of compensation the difference in amount will be adjusted.



  
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## Appendix A: Description of Services

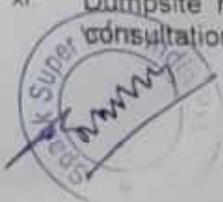
**Scope of Work for Concessionaire:** -The current project intends to undertake the works required for Dumpsite Land Reclamation through Bio-mining of old Dumped Municipal Solid Waste/Legacy Waste, resource recovery and scientific disposal of residual solid waste at Kuberpur, Agra Under the Agra Nagar Nigam.

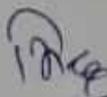
The contract has been renewed to the successful bidder ("the Concessionaire") for a period of year reckoned from the date of signing of contract agreement/1<sup>st</sup> Day of April 2023. The Authority shall appoint an Engineer (the "Engineer-in charge") for overall supervision, monitoring and certification of the works executed by the Concessionaire.

Concessionaire should note that the services under the Project will come under The U.P. Essential Services Maintenance Act, 1966 and Concessionaire will be allowed to stop the work on only 3 National Holidays (26<sup>th</sup> January 15<sup>th</sup> August and 2<sup>nd</sup> October)

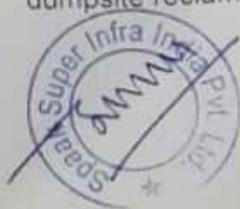
The brief scope of work to be carried out by the selected Concessionaire during the execution of the intended project includes, but not limited to, the following component:

- i. The works shall be carried out by the contractor as per the specifications provided in as per scope of works provided in this section.
- ii. The Concessionaire shall carryout Total Station/DGPS/Drone Survey of complete project site including area earmarked in which Bio-mining is to be done Total Station Survey shall be certified by the Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the completion of each milestone of physical progress of land reclamation at the site. The survey report shall be submitted along with each running bill. The area earmarked by Authority for Bioremediation & Bio-mining, Resource Recovery and Scientific Rejects Disposal at Kuberpur Dumpsite, Agra shall be considered as 100% area for the scope of work. Bidder to reclaim the entire dumpsite waste through biomining to allow total land recovery.
- iii. Prior to commencement of work the contour survey will be carried out which volume will be considered as **base value for quantification, and (Bund Level of Existing SLF), and it must be accepted by concessionaire.**
- iv. Bidder shall earmark a land parcel for dumping of fresh waste sufficient for the contract period as there is no alternate land available with the local body.
- v. 100% of the land to be reclaimed and the by-products should be disposed offscientifically.
- vi. The Concessionaire shall carry out baseline environmental survey of the site as per CPCB guidelines Feb 2019 applicable for Biomining of legacy waste.
- vii. The Concessionaire shall set a soil and ground water baseline so that the same will be available to evaluate post Bio- mining of the site.
- viii. The Concessionaire shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report as per applicable guidelines.
- ix. The Concessionaire shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area as per applicable guidelines.
- x. The Concessionaire shall conduct its own due diligence for site investigation, analysing the characteristics, composition and quantum of the waste at the Project site.
- xi. Dumpsite reclamation will be done by dividing the site into suitable sectors/loops in consultation of the Engineer-in-charge based on the priority of land reclamation.



  
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- xii. Usually, the top layer has fresh waste, dust and may have several materials in the active biological state. This layer is to be stabilized through application of Bioculture, herbal/biological sanitizers, inoculants or through any suitable scientific method as proposed by the Concessionaire and accepted by the Engineer-in-charge. Odour shall be controlled and minimized through application of deodorant or scientific method.
- xiii. Drone/DGPS survey will be considered for waste estimation, or any other method shall be adopted as prescribed by regulatory or judicial body time to time.
- xiv. Excavating the existing mixed compacted MSW in the land portion allocated/earmarked by the Authority and sieving them by Mechanical sieving machine or any other suitable technology proposed and accepted by the Engineer in-charge.
- xv. The Concessionaire shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- xvi. Provision, installation, operation and maintenance of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- xvii. Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material.
- xviii. Excavating the soil which lost its stability due to MSW dumping with necessary dewatering works in the portion of the land earmarked at the cost of the Concessionaire.
- xix. Segregate the excavated MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and Un-useful material such as residual Solid Waste.
- xx. Packing, storing, stacking, selling, diverting for recycling, marketing and recycling of all Useful Material within thirty days of segregation at the cost of the Concessionaire, without accumulation in the storage facility at the project site beyond Ninety days.
- xxi. Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants after the viability analysis.
- xxii. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Concessionaire's account. However, before selling the recovered material the Concessionaire, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer-in-charge or applicable rules/guidelines, and submit the report of the same to the Engineer-in-charge. The Concessionaire shall initiate the sale or disposal process of the material by-products only after the acceptance/approval of the engineer-in-charge.
- xxiii. The responsibility of the Concessionaire includes providing adequate number of sorting machines for achieving its daily target.
- xxiv. The Concessionaire shall hand over reclaimed land and scientific residual solid waste disposal site to the authority in a good and acceptable condition as per SWM Rules 2016 and CPCB guidelines, 2019.
- xxv. Carrying out the entire project work in accordance with the DPR, Detailed Plan of Action and schedule proposed by Bidder and approved by the Authority at the cost of the Concessionaire.
- xxvi. Using only covered body vehicles for the transportation of materials at the cost of the Concessionaire.
- xxvii. Apply method, process, equipment, and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.



  
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- xxviii. Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) including air, water and soil including mitigation for of dust, odour and noise pollution at the cost of the Concessionaire.
- xxx. Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Concessionaire.
- xxx. Providing security arrangement for the project site, machineries, equipment etc. at its own cost.
- xxxii. The Concessionaire should take precaution of minimizing flies, rodents and bird menace and fire hazards.
- xxxiii. The Concessionaire shall also provide fire protection measures and safety equipment.
- xxxiii. The Concessionaire shall undertake a mass awareness/ sensitization programme, in surrounding residential/ village area/Project Site, so as to ensuring the local people are aware and taken into confidence of the bio-reclamation activities.
- xxxiv. CCTV must be installed to monitor entire project activities on real time basis.
- xxxv. Completing the work within the Contract Period as per the agreed deployment schedule which is 24 months from the date of signing of contract.
- xxxvi. In case of any conflict in methodology and monitoring of project, CPCB guidelines for disposal of legacy waste (Old Municipal Solid Waste) published in February 2019 will be treated as final one and shall be accepted by concessionaire.



*[Handwritten Signature]*

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## Appendix B: Reporting Requirements

### Reporting Structure for Concessionaire

- I. The concessionaire must submit their action plan within 15 days of signing of agreement which will be approved by ULB and shall be integral part of contract agreement.
- II. The concessionaire must submit their progress report on Monthly basis.
- III. Monthly report would be prepared and submitted to Agra Nagar Nigam before 5<sup>th</sup> day of next month.
- IV. The submitted quarterly report by concessionaire would be considered for project appraisal.
- V. The monthly report must be aligned to compliances of each component as described in CPCB, NGT and SWM Rules, 2016.
- VI. The table of contents of report must be appraised by ULB/PMC of this project.
- VII. The daily logbook of machinery, equipment's, vehicles engaged for bioremediation as well as biomining must be filled and updated on daily basis.
- VIII. The web-based application must be developed to monitor the daily progress of project as well as development against the desired indicator of ULB/PMC as per directions of authority.
- IX. The orthomosaic image/drone survey/Total Station/DGPS based contour would be considered for estimation of processed waste and the sale out/shifting of by-products from the site premises.
- X. The compliances of Minutes of Meeting along with other document/report as given by nodal officer of ULB would be submitted by concessionaire within directed timeline.

## Appendix C: Staffing Schedule

S.no	Name of Expert	Proposed Position	Year of Experience	Total relevant Experience



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## Appendix D: Breakdown of Contract Price

### 1. Payment Mechanism

- I. The Agra Municipal Corporation will be releasing payment for the work based on the quantity of waste processed. The concessionaire shall clear waste from 100% of earmarked area upto the defined baselevel (top bund level of SLF) and after prior approval, the concessionaire is liable to use the adjacent land for storage of processing rejects on purely temporary basis.
- II. Total allocated time for the project completion is 24 Months with extension of maximum up to 3 months if any unforeseen circumstance arises and the authority approves of the same.
- III. The payment will be based on a bi-monthly basis against the total processed waste as per contour/drone survey.
- IV. The Authority shall not pay interest on the bill amount if a delay occurs in the release of the payment, for any reason whatsoever.

### 2. Payment Terms

The payment terms would be as follows: -

S.No.	Milestone (in terms of Processed Waste)	Timeline (Maximum)	Payment Terms
1.	10 % advance against Submission of Valid Bank Guarantee	0+15 Days	10 % of total contract value*
2.	Against the processing of Stabilized Legacy Waste	Bi-Monthly Basis	INR 324 Per MT plus GST as applicable on verified quantity of Processed Legacy Waste.

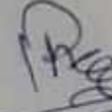
\*Note: The amount of advance shall be adjusted in 5 equal amounts against the payment release of initial running bills.

## Appendix D: Duties of the Employer

### Role and responsibilities of ULB

- I. The ULB will assist in providing all existing infrastructure at site but the cost of repair and ready to use will be incurred by Concessionaire only.
- II. ULB will provide endorsement letter/appraisal as and when required.
- III. Will assist concessionaire to achieve the objective of this project.



  
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