



उत्तर प्रदेश UTTAR PRADESH

CX 926880



AGREEMENT

for

Operation & Maintenance of FSTP co-treatment plant, Agra

Between

Agra Municipal Corporation (AMC)

MG road, Sursadan crossing,

Agra, Uttar Pradesh 282002

AND

M/S NACOF India Ltd

C-145, Sector A, Mahanagar, Lucknow, India

Dated: 16/04/2024

Handwritten signature and date: 16/4/24

Handwritten signature

This AGREEMENT (hereinafter called "the **Agreement**") is made on the 16th April, 2024 between, on the one hand, the **Agra Municipal Corporation (AMC)** (Hereinafter called "the **Authority**" which expression shall include its respective successors and permitted assignees, unless the context otherwise requires) and, on the other hand **M/S NACOF India Ltd** (hereinafter called "the **Agency**" which expression shall include their respective successors and permitted assignees).

WHEREAS

- A. AMC acknowledges that the FSTP co-treatment plant has been constructed by UP Jal Nigam and trial run was conducted by M/S NACOF India Ltd, Lucknow.
- B. AMC acknowledges that bid for O&M for FSTP co-treatment plant was floated by UP Jal Nigam and through competitive bidding process, bid responses were recorded.
- C. The agency acknowledges that the bid submitted to UP Jal Nigam was in accordance with the tender floated and the same conditions will be applicable with AMC.
- D. Pursuant thereto, after evaluating the aforesaid proposals and negotiations, AMC accepted the proposal submitted by the Agency and issued Work Order letter No. **75/D/EE/2024 dated 16/04/2024** to the agency.
- E. Pursuant thereto, the agency has agreed to work as per the work order

1. Objective of the project

Establishing Faecal Sludge Treatment Plants (FSTPs) in Agra Municipal Corporation several critical objectives:

- a. **Sanitation Improvement:** FSTPs address the challenge of managing human waste effectively. By treating faecal sludge and septage, they prevent contamination of water bodies, soil, and the environment, leading to improved sanitation and public health.
- b. **Environmental Protection:** Proper treatment of faecal sludge prevents its discharge into rivers, lakes, or open areas, reducing pollution and safeguarding ecosystems.
- c. **Health and Hygiene:** FSTPs contribute to disease prevention by managing faecal waste safely. They minimize the risk of waterborne diseases and protect communities from exposure to pathogens.
- d. **Compliance with Regulations:** Establishing FSTPs aligns with national policies and guidelines, ensuring that ULBs meet sanitation standards and regulations.
- e. **Inclusive Approach:** FSTPs can engage local communities, including women and marginalized groups, in their operation and maintenance. This inclusive approach promotes sustainable sanitation practices.

2. Scope of Work

- a. Operation and maintenance of the 75 KLD FSTP co-treatment plant situated at Devri road, Agra.
- b. The agency should treat the faecal sludge extracted from septic tanks of minimum 375 houses monthly.



M/S NACOF India Ltd
Lucknow



- c. Operation & maintain of desludging vehicles (10 nos) provided by AMC. The details of desludging vehicles is as follows:

Sr no	Capacity of Vehicle	Registration numbers
1	4000 Litres	1. UP 80 GT 9260 2. UP 80 GT 9259
2	3000 Litres	1. UP 80 HT 9413 2. UP 80 HT 9414 3. UP 80 HT 9415
3	500 Litres	1. UP 80 GR 5855 2. UP 80 GR 5856 3. UP 80 GR 5857 4. UP 80 GR 5859 5. UP 80 GR 5860

- d. The agency needs to maintain record of work done.

3. Payment schedule

The monthly payment as quoted by the agency is Rs 8,50,000 (Rupees Eight lakhs fifty thousand only) exclusive of all applicable taxes subject to compliance of all the clauses mentioned in the RFP and this contract.

4. Penalty

In case the consultant fails to comply to the scope of work - supervision, safety & quality control, if found negligent towards the said scope within the Contract period or extended period owing to reason attributable to consultant, liquidated damages @ 0.5% per Month of the total contract value subject to a maximum of 10% of the total contract value shall be levied of on the consultant. Competent committee/professional shall be entitled to deduct such penalty form the dues that may become payable to the consultant. Further, the agency would be liable for addition punitive actions such as cancellation of contract, banning and blacklisting in case any serious performance failure.

5. Timeline of work

The work will be carried out till new tender of this work is published by AMC.

6. Obligations of the Agency

6.1. Standard of Performance

The Agency 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 Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

6.2. Confidentiality

Except with the prior written consent of the Client, the Agency 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 Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as



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proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Agra, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

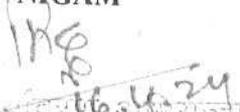
8.4. Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Agra sessions courts, to which both the parties agree to submit for these purposes.

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

For and behalf of the **AGRA NAGAR**

NIGAM


प्रमुख अधिकारी
अगरा नगर निगम, आगरा

(AUTHORISED REPRESENTATIVE)

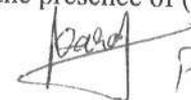
For and behalf of the M/s **NACOF**

India Ltd



(AUTHORISED REPRESENTATIVE)

In the presence of (WITNESS):

1)  PRASHANT SARAF

2) 