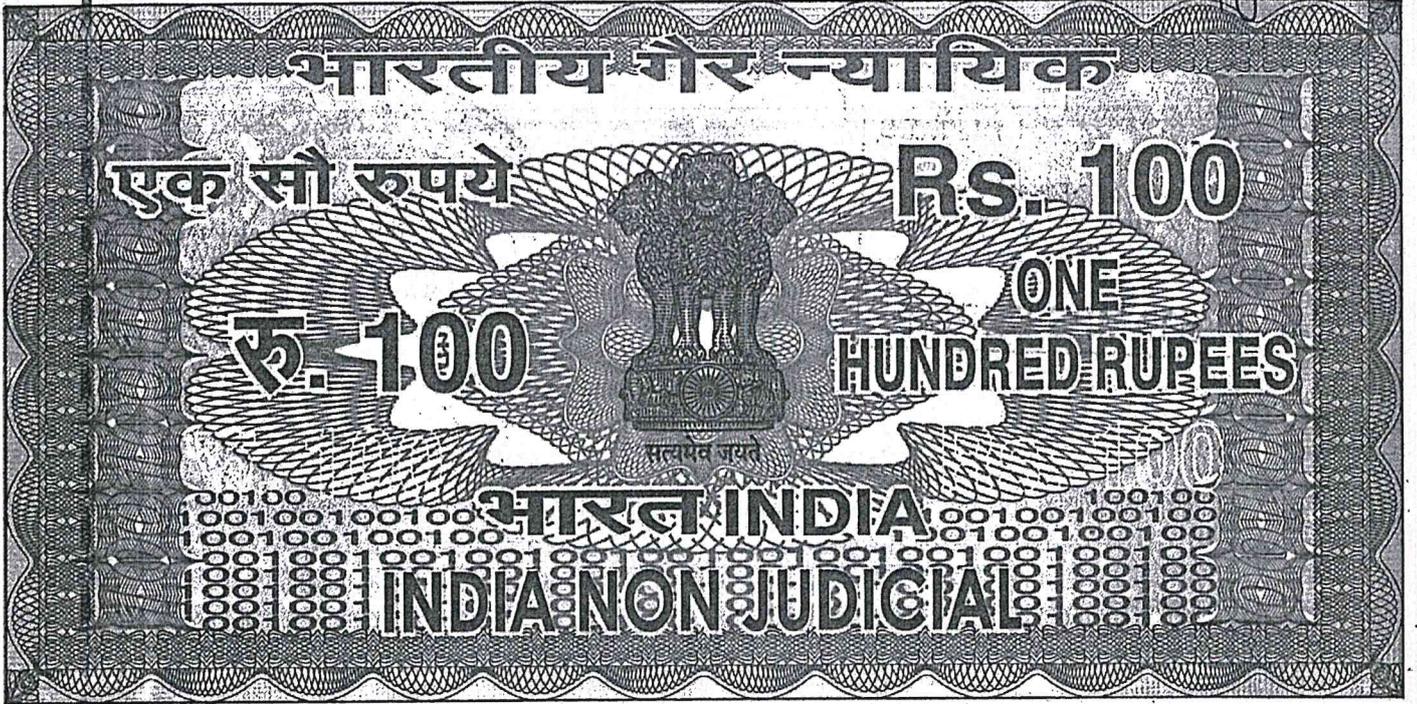


Concessionaire Copy



తెలంగాణ తేలంగానా TELANGANA

Tran Id: 231101161419430357
Date: 01 NOV 2023, 04:17 PM
Purchased By:
KOMIRE BHANUPRASAD
S/o AMBEDKAR
R/o HYDERABAD
For Whom
SRI RAJA RAJESHWARI ENTERPRISES

AY 585446
Kalpana
JKKURITHY KALPANA
LICENSED STAMP VENDOR
Lic. No. 15-10-010/2019
Ren.No. 15-10-080/2021
PLOT NO 1188 SRI SWAMY
AYYAPPA CO-OP HOUSING
SOCIETY MADHAPUR
SERLINGAMPALLY MANDAL
RANGAREDDY DIST
Ph 9490666722

03/11/23
This CONTRACT AGREEMENT is made on 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 Shri Raja Rajeshwari Enterprises Through its authorized

signatory... Y. SATISH BABU... (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.


Y. Satish Babu





2

OFFICE OF THE
DISTRICT REGISTRAR
RANGA REDDY DIST. T.S

02 SEP 2023

STAMPS DEPOT



Stamp



proposal submitted by the Concessionaire on 12/10/2023 in the City of Agra, India.

WHEREAS

- A. The Agra Municipal Corporation (AMC) is responsible for providing municipal and civic services in areas falling under AMC area.
- B. AMC is desirous for Supply, Operation & Maintenance of Truck Chassis Mounted Vacuum assisted Mechanical Road Sweeping Machine on BUILD, OWN & OPERATE (BOO) Basis for a period of 3 (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 letter No. 474/D/EE/2023 dated 12/10/2023** to the Concessionaire requesting the Concessionaire to execute the Agreement, which the Concessionaire has acknowledged.

1. Objective of the Project

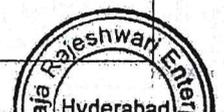
To assist Agra Municipal Corporation in achieving the goal of Swachh Bharat Mission (SBM) and National Clean Air Programme.

The project is to carry out the work of mechanical sweeping on selected roads of Agra city, falling under the jurisdiction of the Agra Municipal Corporation.

2. Scope of work

- a) After signing the agreement Concessionaire should submit a route chart for deployment of Mechanical Sweeping Machine.
- b) Initially bidder will operate four Mechanical Sweeping Machines which will be handed over from Agra Municipal Corporation. Simultaneously Concessionaire will make the arrangement for the deployment of four new Mechanical Sweeping-Machine-at-its-own-cost.
- c) Minimum four NEW Mechanical Sweeping machines will be deployed by the Concessionaire for cleaning of roads. Numbers of machine can be increased as per the requirement of AMC.
- d) The Concessionaire shall pick, remove, and dispose of the small size loose materials, debris, or small size rubbish deposited on/or along roads, curb channels, by mechanical sweepers. If any small dead animals (such as dogs, cats etc.) and larger dead animals (such as cows, horses etc.) are found on these roads and in the vicinity area under contract, Concessionaire should immediately inform this to AMC and it will be lifted and transported off by the AMC to the designated site.

[Handwritten Signature]



- e) The Concessionaire will be responsible for the transportation of Swept Dust Collected to the fixed secondary points/bins /sanitary landfill site of AMC within max 25 kms distance
- f) An Implementation Period of maximum 2 (Two) months from the date of agreement shall be provided to the Concessionaire as Operator within which the Concessionaire shall be expected to complete all requirements, i.e., purchase/arrangement of new mechanical sweeping machine/vehicles fitted with GPS/ wireless/ mobile phone system and/or other necessary equipment, of required specifications and standards.
- g) One mechanical Sweeping Machine will sweep approximately 40 (Forty) KM in one day
- h) Road identified for Mechanical Sweeping can be of Single/Two/Four passes.
- i) Four Mechanical Sweeping Machines of Agra Municipal Corporation will be handover to the Concessionaire for their operation and maintenance.
- j) The work shall be measured in terms of per kilometer road length per pass.
- k) Mechanical Sweeping on selected roads through new machine deployed by contractor at their own cost or handed over by AMC, including Operation of machine, all Maintenance cost, manpower, fuel, Brushes statutory cost and other unseen expenditure as per MSW Rules, 2016.
- l) The entire staff member deployed by the Concessionaire should be present in uniform with identity card and required safety tools and PPE.
- m) Agra Municipal Corporation will provide safe parking space for the Mechanical Sweeping machine.

General type of roads and operation description are as under:

Sr. No.	Type of Road	Illustration	Description
1.	A Type Road (4 Lane Road)	Roads with divider having footpath both the sides or one side or no foot path	Two Pass on either side of divider, (i.e., between divider and footpath) along the road. One Pass along the left edge (or in case of footpath, along the footpath), second pass will be along the left side of divider adjoining the divider. Similarly, for the right side of divider. Total Four passes
2.	B Type Road (2 Lane Road)	Roads without divider having footpath both the sides or one side or no foot path	One Pass on either edge of road. One Pass along the left edge (or in case of footpath, along the footpath), and second pass along the right edge of road. (Or in case of footpath, along the footpath), Total Two passes

3.	C Type Roads (6 Lane Road)	Roads with or without divider having footpath both the sides or one side or no foot path needs more than four passes	Four passes as per Type of Road A plus fifth and sixth passes for the middle part of the either side of road. However, in any case, max total passes will be six.
4.	D Type Roads (Single Lane)	Roads without divider having width less than 3.75 m	Single pass will be given.

3. Work execution Time Line:

S.No.	Work	Time line
1.	Sanction of route map prepared by Concessionaire for proper running of Mechanical Road Sweeping machines from AMC	Within three days after signing of agreement
2.	Handover of AMC Mechanical Road Sweeping machines to Concessionaire	Within Five days after signing of agreement
3.	Operation of handover Mechanical Road Sweeping machines from AMC	Within Seven days after signing of agreement
4.	Operation of four new Mechanical Road Sweeping machines	Within Sixty days after signing of agreement

4. Obligation of AMC

- Agra Municipal Corporation shall supervise the Concessionaire work and services at all times and notify the Concessionaire of any defects found/ identified in operation. The Concessionaire shall have to correct a defect and improve service level within the time specified in the notices.
- Authority shall handover the Mechanical Road sweeping machines owned by them to the Concessionaire after joint inspection and documentation.
- The Authority will ensure that the payments of the Concessionaire is cleared at earliest.
- 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.
- The Authority will also ensure that no public nuisance, strike, or protest should crop up because of the services rendered under the contract obligations.

5. Performance Security

- 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.
- Performance security and other securities submitted/collected from concessionaire shall be



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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.

released upon expiry of the contract period and after handing over of immovable assets.

6. 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.

6.1 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.

6.2 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.

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

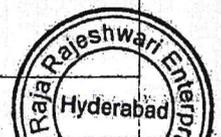
8. Currency

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

9. Rates

S. No.	Purchase Year	Machine Details	Quantity in Nos.	Rates in INR (Per Pass-Km/Day/Per Vehicle)
1.	New machines deployed by bidder	New machines deployed by bidder	4	603.00

Y. Srinivas



2.	2010	Vacuum Road Sweeper Machine of 6.5 cum. Model No.: KAMSEEP 650 C (UP83T4230)	1	389.00
3.	2020	6.5 Cum capacity Mechanical Street sweeper Machine with 19 Ton BS-VI Chassis Kam Avida (UP80AG1239/1240)	2	351.00
4.	2020	Ashok Leyland make (UP80AG1205)	1	351.00

10. Payment terms

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

- The financial bid has to be quoted on per km per pass per month per vehicle.
- The contract payment will be made on a monthly basis to the Agency duly making deductions (if any, towards the taxes applicable as per the Government Rules).
- Concessionaire should maintain logbook and ledger of each vehicle on daily basis.
- The payment will be released at the earliest by AMC.
- Concessionaire will prepare an application which will be linked with Agra Smart City and the payment will be based on the electronic data generated from the application or dashboard of ICCC, smart city Agra.
- Along with the bill, Concessionaire should submit evidences which shows the performance of the mechanical sweeping machine like Road length covered on GPS route track sheet, logbook, km reading of the machine, photos and other documents required by AMC.

11. Annual Escalation

The said Contract Fee for mechanical sweeping 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

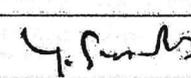
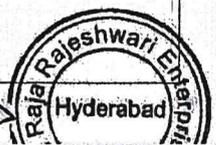
And similarly follow for next coming years.

12. Performance Penalties:

Sr. No.	Performance Indicator	Benchmark (T= date of contract)	Measurement Metrics	Reporting mechanism	Penalty
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Sr. No.	Performance Indicator	Benchmark (T = date of contract)	Measurement Metrics	Reporting mechanism	Penalty
1	Acceptance of submitted route chart and proposed reporting mechanism	T+ 7 days	Submission Compliance		Rs. 1,000/ day of delay in submission
2	Deployment of 4 new machines	T+ 10 days	Deployment compliance	Daily log of deployed machines signed by AMC Engineer-in-charge	Rs. 2,000/ unit/ day of delay in deployment
3	Start of work	T+ 15 days	Commencement of work	Documentation of machines deployed, and areas covered through timestamped photographs	Rs. 5,000/ unit/ day of delay in deployment
4	Cleanliness benchmark	Entire Contract duration	Cleanliness should be maintained	Complaint received from AMC official w.r.t cleanliness	Rs. 1000 per vehicle per day
5	Coverage (approximate 40 km/ day) with pass compliance	Entire Contract duration	The existing vehicles + deployed vehicles shall cover the entire area with cleanliness and should achieve the target assigned by AMC	GPS log reports of each machine	Rs. 500 per Km per day for new Mechanical Road Sweeping Machines and Rs. 250 per Km per day for Mechanical Road Sweeping Machines hand over from AMC
6	Operational units	Entire Contract duration	All units deployed should be operational	GPS log reports of each machine deployed to exhibit daily coverage and number of passes with timestamped photographs	Rs. 2,500/ vehicle/ day
7	Periodic Inspection	Entire Contract duration	All units shall be made immediately available for inspection	Inspection reports signed by AMC Engineer-in-charge	Rs. 10,000/ vehicle/ instance
8	Upkeep and Professional Behavior	Entire Contract duration	All staff must be in uniform at all times and shall exhibit professional behavior	Daily log of manpower deployed with timestamped photos	Rs. 5,000/ employee/ instance
9	Machine maintenance	Entire Contract duration	All rectifications within 48 hours of discovery	Inspection and compliance reports signed by AMC Engineer-in-charge	Rs. 2,500/ vehicle/ day

13. Termination Of Contract

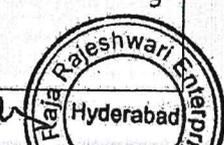
- a) If the work performance is observed unsatisfactory by Agra Municipal Corporation
- b) If Concessionaire is found in fraud practices or corrupt practices by Agra Municipal Corporation.
- c) Concessionaire will hand over all the movable assets obtained from AMC and immovable assets to AMC on termination of project.

14. 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;
- (f) action of a Government Agency having Material Adverse Effect including but not limited to
 - i. 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.
 - ii. 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
 - iii. 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

Rajeshwari Enterprises
Hyderabad



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.

15. Obligations of the Parties in case of Force Majeure

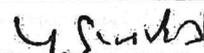
(a) As soon as practicable and in any case within 10 (Ten) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Authority setting out, inter alia, the following in reasonable detail:

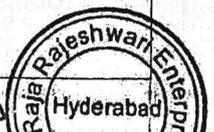
- i. the nature and extent of the Force Majeure Event;
- ii. the estimated duration of the Force Majeure Event;
- iii. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- iv. the measures which the Affected Party 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 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.

16. 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 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.

17. 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.

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.

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

For and behalf of the M/s Shri Raja

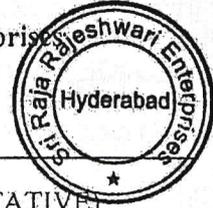
Rajeshwari Enterprises

पर्यावरण अभियन्ता
नगर निगम, आगरा

NIGAM

03/11/23

(AUTHORISED REPRESENTATIVE)



(AUTHORISED REPRESENTATIVE)

In the presence of (WITNESS):

1)

CH. MURALI KRISHNA

2)

G. KISHORE