

WHEREAS

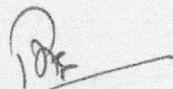
- A. The Agra Municipal Corporation (AMC) is responsible for providing municipal and civic services in areas falling under AMC area.
- B. AMC is desirous for Selection of Agency for Selection of Agency for Solid Waste Management and Sanitation Management in Industrial area of UPSIDC, Foundry Nagar and Transport Nagar along with the collection of User charge for a period of three years.
- C. AMC floated tender and invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, AMC received proposals from parties including the Concessionaire for implementing the Project.
- D. Concessionaire acknowledges that bid was made in accordance with RFP, and has gone through Draft Concession Agreement and further agrees to abide by the terms and conditions of Tender Documents.
- E. Pursuant thereto, after evaluating the aforesaid proposals and negotiations, AMC accepted the proposal submitted by the Concessionaire and issued Letter of Intent No.532/D/EE/2023 dated 1/12/2023 to the Concessionaire requesting the Concessionaire to execute the Agreement, which the Concessionaire has acknowledged.
- F. Notified user charges means the user charges notified by Authority for the collection of Municipal Solid Waste from Household, Commercial Establishment (Non bulk waste generator), Industry and Factory.
- G. Sanctioned rates stand for the rates approved by Agra Municipal Corporation as per the BOQ mentioned in the agreement.

1. Objective of the Project

To assist Agra Municipal Corporation in achieving the goal of Swachh Bharat Mission (SBM) and keep the area clean, hygienic and litter free.

2. Scope of work

- a) Mechanical sweeping of the road listed in Annexure.
- b) Concessionaire will deploy new Mechanical Road Sweeping machines.
- c) Concessionaire will ensure that wherever the mechanized sweeping of road is not possible, that stretch of the road area must be manually swept to ensure cleanliness.
- d) Concessionaire is to deploy only eco-friendly machines which are equipped with GPS devices.
- e) Manual sweeping of all the roads and swept roads shall be kept litter and dust free as per the agreement.
- f) Cleaning of divider, footpath and greenbelt on roadside.
- g) Emptying, cleaning and washing of litter bins and transport the waste to the designated site or nearest transfer station as decided by AMC in the project area.

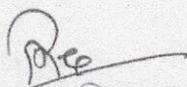

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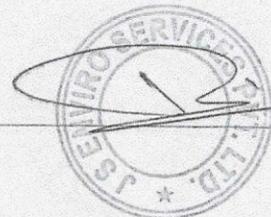


- h) Removal of Undesirable wild grass and vegetation on the side berms, footpaths, medians of all roads.
- i) Door to Door collection of solid waste in a segregated manner (Wet, Dry, Sanitary and Domestic hazardous) from Household, Commercial area (Non –bulk waste generator), Industry, and Factory across the roads mentioned in Annexure.
- j) From households, Factory and Industry waste will be collected once a day and from commercial establishments (Non –bulk waste generator) waste will be collected twice a day.
- k) High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand, street furniture, signage & Monument's facia once a week and as per need arise.
- l) Cleaning of drains of less than 1Mtr. Channel width.
- m) Cutting and pruning of trees.
- n) All the road mentioned in agreement should be kept litter free always.
- o) Dead animal should be collected and transported immediately to the nearest dumping site as provided by the Authority.
- p) The concessionaire after signing the contract must undertake a rapid survey to ascertain no. of households, commercial establishments (Non –bulk waste generator), Industry Factory and what so ever its nature waste generating entities excluding bulk waste generators in project area.

Monthly invoice will be raised by concessionaire on the basis of the survey-

- AMC will verify the survey list and after the approval of the survey list by Concessionaire can start their work.
- Any addition or Omission of the work in this list will be done only after the permission of AMC.
- The agency is responsible for the collection of user charges from houses, commercial establishment, Industry, and Factory on behalf of AMC. These user charges will be in compliance with the notified user tariffs approved by AMC and Concessionaire will keep the user charger.
- Concessionaire will keep the user charges.
- Notified User charge amount of total verified units by AMC will be deducted from the sanctioned door to door MSW rates of household, Commercial establishment (Non –bulk waste generator), Industry and Factory. Final payment will be made accordingly to the successful bidder.


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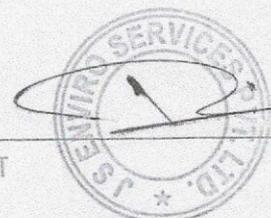


- q) It is the responsibilities of Concessionaire to prepare route plan for collection & transportation of the solid waste within area.
- r) The collected segregated solid waste, drain silt and other waste materials from their assigned activities will be transported to designated site in consultation with Agra Nagar Nigam.
- s) Concessionaire will be responsible to maintain complete cleanliness and hygiene in the project area.
- t) Concessionaire will collect user charges from the household, commercial establishment, Industry and Factory as Notified by AMC/UP Govt.
- u) Bidder should deploy vehicles with valid fitness certificate.
- v) Concessionaire should prepare a submit a beat chart of the deployed vehicles and employees.
- w) The Concessionaire is required to prepare and submit a schedule chart that outlines the deployment of vehicles and employees
- x) Concessionaire will prepare a plan for elimination of Dhalow Ghar and Garbage Vulnerable points from the project area in coordination with AMC.

Other Conditions

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


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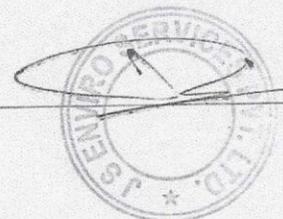


i) Any modifications/ alterations for collection of segregated waste and compliance of IT enabled monitoring system will be done by bidder.

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

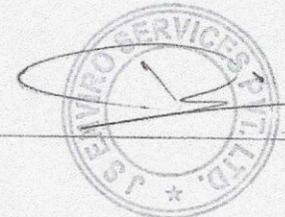
- ✓ The system should provide a user-friendly dashboard accessible to authorized personnel from the agency, AMC, and relevant stakeholders.
 - ✓ Real-time GPS tracking of all deployed vehicles and personnel should be available, allowing for live monitoring of their locations and activities. The GPS should be able to track the attendance record of all personnel deployed as per the approved work plan
 - ✓ Manage workforce attendance, shifts, and backup availability to ensure 100% attendance at all times.
 - ✓ There should be mechanisms for verifying and recording the collection of waste, including the number of bins emptied and the type of waste collected (e.g., wet, dry, sanitary, hazardous).
 - ✓ The system should manage user charges by calculating them based on verified units and approved tariffs. It should also facilitate the deduction of user charges from the final payment to the agency.
 - ✓ Users should be able to report incidents, such as accidents, breakdowns, or other issues, through the system. It should track and manage the resolution of these incidents. The system should also be able to report delays in collection schedule or any complaints with regards to missed households.
 - ✓ Establish a mechanism for residents to lodge complaints and grievances. Ensure prompt resolution and feedback.
 - ✓ The system should be scalable to accommodate additional areas and functionalities, if required.
 - ✓ The system should be customizable to adapt to changes in regulations, and it should be integral with other relevant systems used by AMC and the agency.
 - ✓ Generate detailed reports and analytics on operational performance, including waste collection, vehicle efficiency, and user charge collections.
 - ✓ Integrate the public helpline number into the system for complaint registration and resolution tracking.
 - ✓ The system should support daily logs of cleaning of toilets and urinals at all locations along with time stamped and geo location enabled photographs
- j) Concessionaire shall carry out regular repairing and maintenance of all equipment's and vehicles at his own cost.


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- k) The operator shall also appoint authorized person, who shall be responsible for day-to-day coordination with designated officials of Nagar Nigam regarding overall operations and management.
- l) The operator must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act, and Rules, 1970 and other applicable rules during the entire concession period.
- m) For setting Workshop/ Service Station and parking for vehicles, a single space shall be provided by the AMC in the project area which need to be equipped and maintained by the Concessionaire to ensure timely cleaning / repairing and maintenance of its vehicle and equipment's. The site can be jointly inspected and identified by authority and Concessionaire together.
- n) Space provided will be only in the form of land with boundary wall. All necessary construction for establishment of workshop will be done by the successful bidder.
- o) Concessionaire will issue a public helpline no. which should be written on their vehicles. Registered complaints should be resolved within 24 hours. An effective grievance redressal system should be established.
- p) Concessionaire shall also appoint an authorized person, who shall be responsible for day-to-day coordination with designated officials of the Employer, regarding overall operations and management.
- q) All vehicles must comply the PUC norms and fulfil all regulatory requirements like valid registration, insurance, and PUC certificate. However, all new machines/equipment/tools must be BS6 compliant only.
- r) Concessionaire will ensure 100% attendance of all the employees and machines all the time. Substitute workers and machines should be available in backup.
- s) Concessionaire will provide Beat System for the area requiring manual sweeping which will ensure creating of Beats for 500-800m. area with sweeping area of 5000 Sq.Mts area coverage per worker. However, in any case operator must follow the street seeping norm as stipulated in CPHEEO Manual 2016.
- t) Concessionaire must fulfill the Labour Law Act, 1988 and The Contract Labour (Regulation & Abolition) Act, and Rules, 1970 and other applicable rules during the entire contract period.
- u) The Operator will ensure that there would not be any pollution due to their ongoing activities and they must implement the mitigation measures for particulate and gaseous pollution due to their activities. Further, it will be liability of Operator to avoid any loss of material and objects due to their mishandling.


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- v) In any case, Concessionaire would be fully liable to follow all applicable Acts/rules/Guidelines and Directions of Hon'ble NGT/Supreme Court.
- w) The entire activities of Concessionaire must be equipped with IT enable mechanism to get monitored by the Employer.
- x) All the waste collected by Concessionaire in any form should be transported by Concessionaire to designated site or nearest transfer station as decided by AMC.

3. Time and Frequency Table

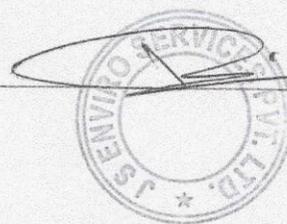
S.No.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
1	Door to Door collection of Municipal Solid waste	As per designated areas allocated.	Based on user complaints and compliance	Daily	24x7
2.	User Charges	No. of approved users and cumulative user charges	User charges collected	Monthly	Monthly
3.	Mechanized Sweeping	No. of lane kms covered based on monthly GPS tracking records	Coverage of all roads through GPS logs	Daily	24x7
4.	High Pressure Washing	High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia.	Coverage based on daily GPS based records including daily documentation of works.	Daily	24x7
5.	Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation	Daily -Day & Night	24x7

S.No.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
			of works and user complains		
6.	Vacuum based Mechanized Litter Collection	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily – Day and Night	24x7
7.	Manual Sweeping, litter collection, Debris Clearance including drain cleaning (less than 0.8mts along the side of roads, wherever present). (Appropriate use of Air Blower Rag Picker Stick etc. by the team)	As per designated areas allocated.	Coverage based on daily GPS based records including daily documentation of works and user complains	Daily	24x7
8.	Wild Grass Removal	As per designated areas allocated.	Along the Road	Daily	24x7
9.	Pruning Of Trees (Alongside roads and on the central verge complete)	As per designated areas allocated.	Along the Road	Daily	24x7

S.No.	Description	Area	Mode of measurement	Frequency	Days/ Week/ Month
	right of way (ROW))				
10.	Lifting of Dead Animal	As per designated areas allocated.	Along the Road	Immediate	24x7

4. Service Level Benchmark for GIS based Mechanized cleaning

Sr. No.	Indicator	Unit & Definitions	Compliance %	Penalty pursuant to shortfall
1	Mechanized sweeping	100% coverage on a daily basis	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
2	Door to door collection	100% household coverage on a daily basis	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20% penalty calculated on the daily bill value
3	Efficiency in redressal of customer complaints	As % of total number of cleaning related complaints resolved in 24 hours versus total number of complaints received within the period	100%	Upto 30% shortfall: Deduction of the total bill value for that day. 31%-50% shortfall: Deduction of the total bill value for that day + 10% penalty calculated on the daily bill value Above 50% shortfall: Deduction of the total bill value for that day + 20%



				penalty calculated on the daily bill value
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5. Expiry Of the Concession Period

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

6. Commercial Operation Date (COD) Time Schedule

Sr.	Events	Maximum Permissible Time
A	Issue of Letter of Intent (LOI)	After opening of Financial Bid
B	Submission of Performance Bank Guarantee and Signing Contract Agreement.	A+3
C	Mobilization of Human Resources which includes- C&T staffs, setting of office, control room etc., their basic counseling & training on Health, Safety & Environmental Compliances.	A+ 5 days
C	Complete Baseline Survey of complete work area	A+25 days
E	Preparation of route Maps and deployment chart and taking approval from AMC	C+ 15 days
F	Deployment of vehicles	A+ 45
F	Linking of GPS with ICCC smart city Agra	F+ 3 days
G	Commercial Operation Date (COD): Complete Achievement of COD*	48 Days from LOI

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

7. Obligation of AMC

- 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.
- Agra Municipal Corporation will ensure that the payments of the successful bidders is cleared within 45 days after raised invoice.
- Agra Municipal Corporation 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.
- Agra Municipal Corporation will also ensure that no public nuisance, strike or protest should crop up because of the services rendered under the contract obligations.
- Agra Municipal Corporation will provide a land in the project area for parking of vehicles.

8. 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.

- b) Performance security and other securities submitted/collected from concessionaire shall be released upon expiry of the contract period and after handing over of immovable assets.

9. Financial Closure

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

9.1 Maintenance and Certification of Records

Concessionaire shall maintain records of the work mentioned in agreement and submit monthly reports of the same to AMC.

9.2 Indemnity by Concessionaire

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

10. Misrepresentation/Fraud/Breach of Terms and Conditions

If it is discovered at any point of time even after execution of the Agreement, that the Concessionaire 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.

11. Currency

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

12. Rates

Sr. No	Description of Work / Item(s)	No. of Qty	Units	Estimated Rate	Rate	Amount
1.0	Door to door collection of Municipal solid waste from Household	1.00	Nos	1.00	199.000	199.000
2.0	Door to door collection of Municipal solid waste from Commercial establishment (Non bulk waste generator)	1.00	Nos	1.00	399.000	399.000
3.0	Door to door collection of Municipal solid waste from Factory/Industrial Unit	1.00	Nos	1.00	2299.000	2299.000
4.0	Manual Sweeping of Road (Per Km per Lane)	1.00	Nos	1.00	73999.000	73999.000
5.0	Mechanical sweeping of roads (Per Km per Lane)	1.00	Nos	1.00	999.000	999.000
6.0	Emptying and cleaning of litter bins (Per Set)	1.00	Nos	1.00	9999.000	9999.000
7.0	Cleaning of drains of less than 1Mtr. Channel width, Cleaning and maintenance of divider, footpath and greenbelt, Removal of Undesirable wild grass and vegetation, Pruning of Tress, Removal of Dead animal (Lumpsum)	1.00	Nos	1.00	2499999.000	2499999.000
	Total in Figures					2587893.000

Note - Actual project cost will be based on the survey report submitted by Concessionaire and verified by Agra Municipal Corporation

13. Payment terms

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

- Concessionaire shall submit his monthly bill in the 1st week of every month for all the work performed.
- Amount of notified user charge from the sanctioned door to door MSW rates of household, Commercial establishment (non-bulk waste generator), Industry and Factory of total

- verified units by AMC will be deducted from the sanctioned door to door MSW rates and remaining payment will be made accordingly to the Concessionaire.
- Deduction of notified user charges from the sanctioned door to door MSW rates of household, Commercial establishment (non-bulk waste generator), Industry and Factory will be enforce after the cooling period of three months from the date of agreement.
 - Raised bill will be verified from Zonal Sanitary officer and then forwarded to senior officers for further process.
 - Concessionaire should submit monthly progress report, photographic evidence, grievance redressal report and public feedback along with the bill
 - The payment will be released within 45 days of raised invoice by AMC.

14. Annual Escalation

The said Contract Fee for the entire work shall be increased every year by 5% of Contract Fee over the previous year's Contract Fee.

X- previous year's Contract Fee

Y – 5% of previous year's Contract Fee

For example –

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

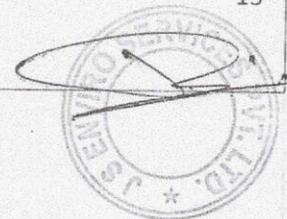
For 2nd year – X+Y

And similarly follow for next coming years.

15. Performance Penalties

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

Sr.	Activity	Penalty imposed
1)	Concessionaire fails to deploy the assets in 45 days from the date of receiving the Lol penalty	High Pressure Washing Van / transportation vehicles ₹500/= per day for non-deployment of Air Blower, fuel operated brush cutter and Rag Picker Stick. ₹500/- per day per worker for non – deployment of designated manpower Penalty shall be imposed from the date of commencement of the work. In the event of non-deployment of complete Assets in 120 days the contract would stand null and void.
2)	Concessionaire fails to undertake the mechanical sweeping on any day(s), on a particular road/	₹10,000 per day for the period where till such event is rectified and the



Sr.	Activity	Penalty imposed
	road(s) in the Project Site area and provided that such failure is not caused due to the events beyond Operator's control	mechanical sweeping resumes as per the Contract
3)	Concessionaire fails to ensure that the water nozzle fitted in the mechanical sweepers remains operational at all working time and there is no dust-cloud formation during the sweeping of the road(s).	₹100/- per day per incident
4)	Failure in conducting preventive maintenance of all the equipment on daily basis by the Concessionaire. Concessionaire needs to maintain repair and maintenance logs/dashboard for verification.	₹1000/- per day
5)	If Concessionaire is not able to execute their work for more than 24 hours (Except natural hindrance such as heavy rainfall, natural and anthropogenic disaster) due to any reason then Concessionaire is fully liable to pay a penalty	5,000/- Per day default
6)	If any of activities of Concessionaire is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, and Heritage and Public liability Rules and Regulation then operator is fully liable to pay a penalty	As per law under which activity lies
7)	Non-performance of any other activities as per contract agreement for a day other than mentioned in penalty clause table	5,00/- Per day default
8)	(a) Non-collection of solid waste (garbage) from households during Door-to-door collection. (b) Collection in non-segregated form. (c) If non collection of solid waste results in dumping of solid waste on ground.	(a & b) One rupee per day per house and two rupees per day per shop/ commercial establishment. (c) Rs. 1000/- per default
9)	Door-to-door collection vehicles does not report to duty in the designated area	Rs. 1000/- per vehicle per day.
10)	Deployment of workers without approved uniform and identity card	Rs. 500/- per worker/ day/ default.
11)	Waste transported in unscientific manner	Rs. 500/- per vehicle per day/ default.
12)	If the waste is dumped at non-designated place	Rs. 1,000/- per day/ default.
14)	If the waste founds at storage points placed in an unhygienic manner	Rs. 500/- per points per day/ default.

Sr.	Activity	Penalty imposed
15)	Litter is identified	Rs. 100/- per incident/ day
16)	The Concessionaire shall ensure not to cause any damages or physical loss to any third person/ party, due to negligent and rash driving.	As per actuals & any legal processes/ expenses shall be on bidder's cost. Concessionaire shall keep the ULB indemnified from any such legal complications/ process.
17)	Silt and solid waste are identified in open drains	Rs.1000/- per incident/ day
18)	Grass and pruning are identified	Rs.1000/- per incident/ day
19)	Dividers are found dirty and tidy.	Rs.1000/- per incident/ day
20)	Complaint is not resolved within 24 hrs.	Rs.500/- per complaint/ day
21)	Dead animal is not collected and transported within 4 hrs. of complaint	Rs.1000/- per incident/ day

16. Termination of Contract

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

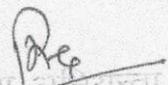
17. Extension of the Project

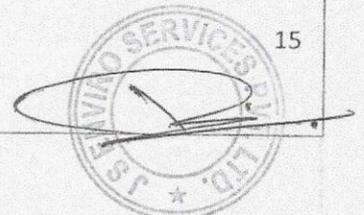
Duration of the project is three years from the date of date of agreement. After reviewing the work, if it is found satisfactory then project is extendable upto two more years (3+2) @ 5% of annual escalation on previous annual cost.

18. Force Majeure Event

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

- earthquake, flood, inundation, and landslide
- storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- fire caused by reasons not attributable to the Concessionaire or any of the employees,


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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 Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- (g) Early determination of this Agreement by AMC for reasons of national emergency, national security, or the national interest.
- (h) Any failure or delay of a Contractor caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- (i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure, or delay of a Contractor caused by the events mentioned in this sub-Article for which no offsetting compensation is payable to the Concessionaire by or on behalf of the AMC.

19. Obligations of the Parties in case of Force Majeure

- (a) As soon as practicable and in any case within 10 (Ten) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the

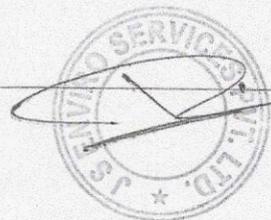
Authority setting out, inter alia, the following in reasonable detail:

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

20. Performance of Obligations

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

- a) due notice of the Force Majeure Event has been given
- b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event
- c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility(ies) as a result of the Force Majeure Event and to restore the Project Facility(ies), in accordance with the Good Industry Practice and its relative obligations under this Agreement
- d) when the Affected Party is able to resume performance of its obligations under this



Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement. Any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace, or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

21. Arbitration

a) Procedure

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

b) Place of Arbitration

The place of arbitration shall be AMC

c) English Language

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

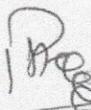
d) Enforcement of Award

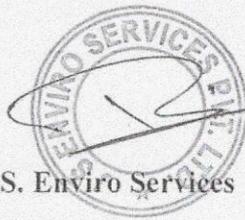
The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

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.


वायुावरण अधियन्ता
नगर निगम आगरा
For and behalf of the Agra Municipal
Corporation


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

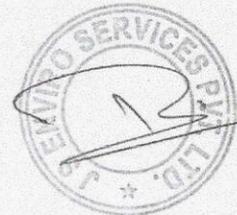
(AUTHORISED REPERENTATIVE)

(AUTHORISED REPERENTATIVE)

In the presence of (WITNESS):

1) AMIT BANGA 

2) 



3) Annexure – I

UPSIDC Industrial Area

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

Total Road Length 26.6 KM (Approx.)

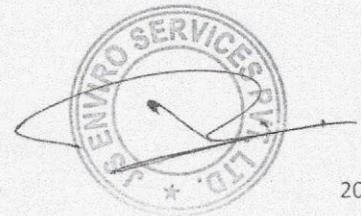
S.No.	Name of Road	KM
a)	From Japnam hospital to Lakhanpura Chauraha	(7.6+7.6) KM = 15.2 KM
b)	From Lakhanpura Chauraha to JCB Chauraha	(2.5+2.5) KM = 5 KM
c)	From Lakhanpura Chauraha to NH road	3.2 KM
d)	From site C bridge to NH road	(1.6+1.6) KM = 3.2 KM

Minimum Safai Mitra required – 87

- a) Site A - 17 Safai Mitra
- b) Site B - 11 Safai Mitra
- c) Site C -27 Safai Mitra
- d) EPIP -32 Safai Mitra

Note –

- 1.) Concessionaire will deploy minimum 87 Safai Mitra and it may differ as per the requirement for the works mentioned in scope of work excluding door to door manpower.
- 2.) Concessionaire will deploy minimum One mechanical road sweeping machine will sweep minimum 30-35 Km per day depending upon the capacity of machine.
- 3.) One safai Mitra will sweep 500-800 meter of road while manual sweeping which depends upon the density of floating population.
- 4.) One door to door MSW waste collecting Mini Tipper having capacity 2.0m³ with segregated chambers (as per SWM rules 2016) will collect waste from 600-800 household in a day.
- 5.) Concessionaire will deploy dedicated staff for each work.



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पर्यावरण अभियन्ता
नगर निगम, आगरा

Annexure – 2

Foundry Nagar Industrial Area

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

- Foundry Nagar Industrial area is divided into 5 blocks namely A, B, C, D, and E. In each block approximately 60 units are present so in total 300 units are identified.
- Minimum 20 safai Mitra are required for sanitation work in this area.

Annexure – 3

Transport Nagar Industrial Area

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

1.) **Minimum Safai Mitra required – 60**

Beat wise separate deployment is required for each work mentioned in financial bid format.

2.) **Mechanical Road Sweeping – 6KM (Approx.)**

S.No.	Name of Road	KM
a)	From MNT workshop to ISBT	1 KM for each pass total 4 KM
b)	From ISBT to RTO office	0.5 KM for each pass total 2 KM


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