

कार्यालय: नगर निगम बरेली।

पत्रांक:- 991

/स्वा0वि0 /2018-19

दिनांक 25/9/18

कार्यादेश

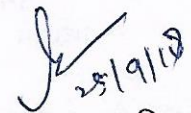
डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0,  
फर्डक इन्क्लेब, पीलीभीत बाईपास रोड,  
बरेली।

नगर आयुक्त महोदय की स्वीकृति दिनांक 22.09.2018 एवं मा0 महापौर जी के अनुमोदन दिनांक 24.09.2018 के अनुपालन में आपको नगर निगम सीमान्तर्गत जोन नं0-03 के समस्त वार्डों (03, 06, 10, 11, 14, 15, 16, 17, 33, 39, 40, 43, 48, 53, 62, 65, 71, 75, 78, 79, 80) में डोर-टू-डोर कलेक्शन का कार्य निम्न शर्तों पर प्रदान किया जाता है-

- 01 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को जोन नं0-03 के समस्त वार्डों (03, 06, 10, 11, 14, 15, 16, 17, 33, 39, 40, 43, 48, 53, 62, 65, 71, 75, 78, 79, 80) में डोर टू डोर कूड़ा कलेक्शन का कार्य प्रदान किया जाता है।
- 02 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा उक्त समस्त वार्डों की जिन गलियों के घरों से कूड़ा एकत्र किया जायेगा उन गलियों में पड़े कूड़े एवं मलवे को भी उठाकर पास के डलाव-घर तक पहुँचाने का कार्य किया जायेगा।
- 03 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा सूखे कूड़े एवं गीले कूड़े को सोर्स से अलग कराकर एकत्र करना होगा। सूखा कूड़ा नीले रंग के वाहन एवं गीला कूड़ा हरे रंग के वाहन में एकत्र कर तदनुसार उसको अलग-अलग विन्स में डाला जायेगा।
- 04 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा अपना एक ऑफिस बरेली में बनाया जाना अनिवार्य होगा तथा टोल फ्री व मो0 नं0 का व्यापक प्रचार-प्रसार, नगर निगम की वेबसाइट, शहर के विभिन्न स्थानों पर होर्डिंग फ्लेक्स एवं हेण्ड बिल इत्यादि के माध्यम से करना होगा। जिससे जनता द्वारा प्राप्त शिकायतों की दर्ज किया जायेगा। जनता से प्राप्त शिकायतों का निस्तारण ससमय करना होगा। शिकायतों का रिकार्ड रखने की उचित व्यवस्था बनानी होगी।
- 05 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा अपने यहां लगाये गये कर्मचारी को विवरण एवं रोस्टर प्लान नगर निगम बरेली को उपलब्ध कराना होगा।
- 06 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को आवासीय/अनावासीय भवनो एवं व्यावसायिक क्षेत्रों का डेटाबेस तैयार कर हार्ड एवं साफ्ट कॉपी में नगर निगम को उपलब्ध कराना होगा।
- 07 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा प्रति माह डोर टू डोर कूड़ा कलेक्शन का कार्य सन्तोषजनक रूप से किये जाने के उपरान्त प्रत्येक घर व व्यावसायिक प्रतिष्ठानों से नगर निगम बोर्ड द्वारा स्वीकृत दरों के अनुसार यूजर चार्जस वसूलने के लिये अधिकृत होगी। यदि घरों से कूड़ा एकत्र न करने के सम्बन्ध में कोई शिकायत आती है तो डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को तत्काल 24 घण्टे में शिकायत का निराकरण करना होगा। शिकायत का निराकरण न होने की दशा में डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली पर 100 रु0 प्रति शिकायत का जुर्माना लगाया जायेगा।
- 08 नगर निगम बरेली द्वारा डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा किये गये अनुरोध पर नगर निगम बरेली द्वारा अपने पास से सिर्फ प्रथमबार प्रतिवार्ड उपकरण उपलब्ध कराये जायेंगे।




- 09 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को नगर निगम द्वारा प्राप्त कराये गये उपकरणों के एवज में रू0 50,000/- (पचास रुपये) प्रति वार्ड के दर से सिक्वोरिटी के रूप में नगर आयुक्त, नगर निगम, बरेली के नाम से डिमाण्ड ड्राफ्ट के रूप में जमा करना होगा।
- 10 नगर निगम बरेली द्वारा डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को उपलब्ध कराये गये उपकरणों आदि की मरम्मत पर व्यय डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा ही स्वयं वहन किया जायेगा। निगम द्वारा उक्त के लिये कोई धनराशि उपलब्ध नहीं करायी जायेगी।
- 11 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा यदि किसी भी दिन डोर टू डोर, का कार्य (राष्ट्रीय अवकाश को छोड़कर) बन्द किया जाता है या उनके द्वारा कार्य नहीं किया जाता है या कम्पनी के कर्मचारियों द्वारा एक दिन भी हड़ताल की जाती है तो एजेंसी के ऊपर रू0 2,000/- प्रतिदिन की दर से जुर्माना लगाया जा सकता है (अधिकतम 10 दिन)। 10 दिन से अधिक हड़ताल होने पर अनुबन्ध स्वतः निरस्त समझा जायेगा।
- 12 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा डोर टू डोर कूड़ा कलेक्शन प्रारम्भ करने के साथ नगर निगम परिक्षेत्र में प्रत्येक घर का सर्वे कर रिपोर्ट नगर निगम को वार्डवार उपलब्ध करायेगा।
- 13 अनुबन्ध समाप्ति के उपरांत डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को उपलब्ध कराये गये उपकरण ठीक स्थिति में नगर निगम बरेली को उपलब्ध कराने होंगे।
- 14 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली से अनुबन्ध रू0 100/- के स्टाम्प पेपर पर किया जायेगा भविष्य में शासनादेश/मा0 उच्च न्यायालय व सर्वोच्च न्यायालय के निर्देशानुसार यदि अतिरिक्त स्टाम्प ड्यूटी बनेगी तो डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली द्वारा उसे देने का उत्तरदायी होगा।
- 15 डेजाबू एजेंसी कन्सट्रक्शन प्रा0लि0, बरेली को अपने कर्मचारी को मिनिमम वेजेज के अनुसार आर0टी0जी0एस0 के माध्यम से भुगतान करना होगा तथा कर्मचारियों का विवरण भुगतान सहित आख्या के साथ नगर निगम को उपलब्ध कराना होगा।

  
 नगर स्वास्थ्य अधिकारी,  
 नगर निगम, बरेली।  
 01/09/19

प्रतिलिपि:-

1. मा0 महापौर जी को सादर सूचनार्थ प्रेषित।
2. नगर आयुक्त महोदय को सादर सूचनार्थ प्रेषित।
3. अपर नगर आयुक्त को सूचनार्थ प्रेषित।
4. क्षेत्रीय सफाई एवं खाद्य निरीक्षक को आवश्यक कार्यवाही हेतु प्रेषित।

  
 नगर स्वास्थ्य अधिकारी,  
 नगर निगम, बरेली।  
 01/09/19




कार्यालय: नगर निगम बरेली।

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कार्यादेश

रमन सिक्थोरिटी गार्ड सर्विसेज,

लखनऊ

नगर आयुक्त महोदय की स्वीकृति दिनांक 22.09.2018 एवं मा0 महापौर जी के अनुमोदन दिनांक 24.09.2018 के अनुपालन में आपको नगर निगम सीमान्तर्गत जोन नं0-04 के समस्त वार्डों (08, 18, 19, 23, 26, 28, 29, 34, 46, 49, 50, 51, 54, 67 एवं 70) में डोर-टू-डोर कलेक्शन का कार्य निम्न शर्तों पर प्रदान किया जाता है-

- 01 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को जोन नं0-04 के समस्त वार्डों (08, 18, 19, 23, 26, 28, 29, 34, 46, 49, 50, 51, 54, 67 एवं 70) में डोर टू डोर कूड़ा कलेक्शन का कार्य प्रदान किया जाता है।
- 02 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा उक्त समस्त वार्डों की जिन गलियों के घरों से कूड़ा एकत्र किया जायेगा उन गलियों में पड़े कूड़े एवं मलवे को भी उठाकर पास के डलाव-घर तक पहुँचाने का कार्य किया जायेगा।
- 03 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा सूखे कूड़े एवं गीले कूड़े को सोर्स से अलग कराकर एकत्र करना होगा। सूखा कूड़ा नीले रंग के वाहन एवं गीला कूड़ा हरे रंग के वाहन में एकत्र कर तदानुसार उसको अलग-अलग विन्स में डाला जायेगा।
- 04 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा अपना एक ऑफिस बरेली में बनाया जाना अनिवार्य होगा तथा टोल फ्री व मो0 नं0 का व्यापक प्रचार-प्रसार, नगर निगम की वेबसाइट, शहर के विभिन्न स्थानों पर होर्डिंग फ्लेक्स एवं हेण्ड बिल इत्यादि के माध्यम से करना होगा। जिससे जनता द्वारा प्राप्त शिकायतों की दर्ज किया जायेगा। जनता से प्राप्त शिकायतों का निस्तारण ससमय करना होगा। शिकायतों का रिकार्ड रखने की उचित व्यवस्था बनानी होगी।
- 05 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा अपने यहां लगाये गये कर्मचारी को विवरण एवं रोस्टर प्लान नगर निगम बरेली को उपलब्ध कराना होगा।
- 06 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को आवासीय/अनावासीय भवनो एवं व्यावसायिक क्षेत्रों का डेटाबेस तैयार कर हार्ड एवं साफ्ट कॉपी में नगर निगम को उपलब्ध कराना होगा।
- 07 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा प्रति माह डोर टू डोर कूड़ा कलेक्शन का कार्य सन्तोषजनक रूप से किये जाने के उपरान्त प्रत्येक घर व व्यावसायिक प्रतिष्ठानों से नगर निगम बोर्ड द्वारा स्वीकृत दरों के अनुसार यूजर चार्जस वसूलने के लिये अधिकृत होगी। यदि घरों से कूड़ा एकत्र न करने के सम्बन्ध में कोई शिकायत आती है तो रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को तत्काल 24 घण्टे में शिकायत का निराकरण करना होगा। शिकायत का निराकरण न होने की दशा में रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ पर 100 रु0 प्रति शिकायत का जुर्माना लगाया जायेगा।
- 08 नगर निगम बरेली द्वारा रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा किये गये अनुरोध पर नगर निगम बरेली द्वारा अपने पास से सिर्फ प्रथमबार प्रतिवार्ड उपकरण उपलब्ध कराये जायेंगे।
- 09 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को नगर निगम द्वारा प्राप्त कराये गये उपकरणों के एवज में रु0 50,000/- (पचास रुपये) प्रति वार्ड के दर से सिक्थोरिटी के रूप में नगर आयुक्त, नगर निगम, बरेली के नाम से डिमाण्ड ड्राफ्ट के रूप में जमा करना होगा।

- 10 नगर निगम बरेली द्वारा रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को उपलब्ध कराये गये उपकरणों आदि की मरम्मत पर व्यय रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा ही स्वयं वहन किया जायेगा। निगम द्वारा उक्त के लिये कोई धनराशि उपलब्ध नहीं करायी जायेगी।
- 11 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा यदि किसी भी दिन डोर टू डोर, का कार्य (राष्ट्रीय अवकाश को छोड़कर) बन्द किया जाता है या उनके द्वारा कार्य नहीं किया जाता है या कम्पनी के कर्मचारियों द्वारा एक दिन भी हड़ताल की जाती है तो एजेन्सी के ऊपर रू0 2,000/- प्रतिदिन की दर से जुर्माना लगाया जा सकता है (अधिकतम 10 दिन)। 10 दिन से अधिक हड़ताल होने पर अनुबन्ध स्वतः निरस्त समझा जायेगा।
- 12 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा डोर टू डोर कूड़ा कलेक्शन प्रारम्भ करने के साथ नगर निगम परिक्षेत्र में प्रत्येक घर का सर्वे कर रिपोर्ट नगर निगम को वार्डवार उपलब्ध करायेगा।
- 13 अनुबन्ध समाप्ति के उपरांत रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को उपलब्ध कराये गये उपकरण ठीक स्थिति में नगर निगम बरेली को उपलब्ध कराने होंगे।
- 14 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ से अनुबन्ध रू0 100/- के स्टाम्प पेपर पर किया जायेगा भविष्य में शासनादेश/मा0 उच्च न्यायालय व सर्वोच्च न्यायालय के निर्देशानुसार यदि अतिरिक्त स्टाम्प ड्यूटी बनेगी तो रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ द्वारा उसे देने का उत्तरदायी होगा।
- 15 रमन सिक्थोरिटी गार्ड सर्विसेज, लखनऊ को अपने कर्मचारी को मिनिमम वेजेज के अनुसार आर0टी0जी0एस0 के माध्यम से भुगतान करना होगा तथा कर्मचारियों का विवरण भुगतान सहित आख्या के साथ नगर निगम को उपलब्ध कराना होगा।

नगर स्वास्थ्य अधिकारी,  
नगर निगम, बरेली।

oic

प्रतिकृति:-

1. मा0 महापौर जी को सादर सूचनार्थ प्रेषित।
2. नगर आयुक्त महोदय को सादर सूचनार्थ प्रेषित।
3. अपर नगर आयुक्त को सूचनार्थ प्रेषित।
4. क्षेत्रीय सफाई एवं खाद्य निरीक्षक को आवश्यक कार्यवाही हेतु प्रेषित।

27/9/18  
27-9-18

नगर स्वास्थ्य अधिकारी,  
नगर निगम, बरेली।

oic



कार्यालय: नगर निगम बरेली।

पत्रांक:- ९९०

/स्वा०वि० / 2018-19

दिनांक 25/9/18

कार्यादेश

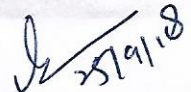
एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर,  
125 दर्जी चौक बड़ा बाजार, बरेली।

नगर आयुक्त महोदय की स्वीकृति दिनांक 22.09.2018 एवं मा० महापौर जी के अनुमोदन दिनांक 24.09.2018 के अनुपालन में आपको नगर निगम सीमान्तर्गत जोन-01 के समस्त 22 वार्डों (22, 24, 27, 30, 31, 36, 37, 38, 42, 45, 47, 52, 55, 56, 58, 59, 63, 68, 73, 74, 76 एवं 77) में डोर-टू-डोर कलेक्शन का कार्य निम्न शर्तों पर प्रदान किया जाता है-

- 01 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को जोन-01 के समस्त 22 वार्डों (22, 24, 27, 30, 31, 36, 37, 38, 42, 45, 47, 52, 55, 56, 58, 59, 63, 68, 73, 74, 76 एवं 77) में डोर टू डोर कूड़ा कलेक्शन का कार्य प्रदान किया जाता है।
- 02 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा उक्त समस्त वार्डों की जिन गलियों के घरों से कूड़ा एकत्र किया जायेगा उन गलियों में पड़े कूड़े एवं मलवे को भी उठाकर पास के डलाव-घर तक पहुँचाने का कार्य किया जायेगा।
- 03 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली बरेली द्वारा सूखे कूड़े एवं गीले कूड़े को सोर्स से अलग कराकर एकत्र करना होगा। सूखा कूड़ा नीले रंग के वाहन एवं गीला कूड़ा हरे रंग के वाहन में एकत्र कर तदनुसार उसको अलग-अलग विन्स में डाला जायेगा।
- 04 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा अपना एक ऑफिस बरेली में बनाया जाना अनिवार्य होगा तथा टोल फ्री व मो० नं० का व्यापक प्रचार-प्रसार, नगर निगम की वेबसाइट, शहर के विभिन्न स्थानों पर होर्डिंग फ्लेक्स एवं हेण्ड बिल इत्यादि के माध्यम से करना होगा। जिससे जनता द्वारा प्राप्त शिकायतों की दर्ज किया जायेगा। जनता से प्राप्त शिकायतों का निस्तारण ससमय करना होगा। शिकायतों का रिकार्ड रखने की उचित व्यवस्था बनानी होगी।
- 05 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा अपने यहां लगाये गये कर्मचारी को विवरण एवं रोस्टर प्लान नगर निगम बरेली को उपलब्ध कराना होगा।
- 06 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को आवासीय/अनावासीय भवनो एवं व्यावसायिक क्षेत्रों का डेटाबेस तैयार कर हार्ड एवं साफ्ट कॉपी में नगर निगम को उपलब्ध कराना होगा।
- 07 एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा प्रति माह डोर टू डोर कूड़ा कलेक्शन का कार्य सन्तोषजनक रूप से किये जाने के उपरान्त प्रत्येक घर व व्यावसायिक प्रतिष्ठानों से नगर निगम बोर्ड द्वारा स्वीकृत दरों के अनुसार यूजर चार्जस वसूलने के लिये अधिकृत होगी। यदि घरों से कूड़ा एकत्र न करने के सम्बन्ध में कोई शिकायत आती है तो एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को तत्काल 24 घण्टे में शिकायत का निराकरण करना होगा। शिकायत का निराकरण न होने की दशा में एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली पर 100 रु० प्रति शिकायत का जुर्माना लगाया जायेगा।
- 08 नगर निगम बरेली द्वारा एस०एस० कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा किये गये अनुरोध पर नगर निगम बरेली द्वारा अपने पास से सिर्फ प्रथमबार प्रतिवार्ड उपकरण उपलब्ध कराये जायेंगे।




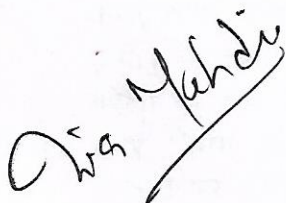
- 09 एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को नगर निगम द्वारा प्राप्त कराये गये उपकरणों के एवज में रू0 50,000/- (पचास रूपये) प्रति वार्ड के दर से सिक्वोरिटी के रूप में नगर आयुक्त, नगर निगम, बरेली के नाम से डिमाण्ड ड्राफ्ट के रूप में जमा करना होगा।
- 10 नगर निगम बरेली द्वारा एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को उपलब्ध कराये गये उपकरणों आदि की मरम्मत पर व्यय एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा ही स्वयं वहन किया जायेगा। निगम द्वारा उक्त के लिये कोई धनराशि उपलब्ध नहीं करायी जायेगी।
- 11 एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा यदि किसी भी दिन डोर टू डोर का कार्य (राष्ट्रीय अवकाश को छोड़कर) बन्द किया जाता है या उनके द्वारा कार्य नहीं किया जाता है या कम्पनी के कर्मचारियों द्वारा एक दिन भी हड़ताल की जाती है तो एजेन्सी के ऊपर रू0 2,000/- प्रतिदिन की दर से जुर्माना लगाया जा सकता है (अधिकतम 10 दिन)। 10 दिन से अधिक हड़ताल होने पर अनुबन्ध स्वतः निरस्त समझा जायेगा।
- 12 एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा डोर टू डोर कूड़ा कलेक्शन प्रारम्भ करने के साथ नगर निगम परिक्षेत्र में प्रत्येक घर का सर्वे कर रिपोर्ट नगर निगम को वार्डवार उपलब्ध करायेगा।
- 13 अनुबन्ध समाप्ति के उपरांत एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली को उपलब्ध कराये गये उपकरण ठीक स्थिति में नगर निगम बरेली को उपलब्ध कराने होंगे।
- 14 एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली से अनुबन्ध रू0 100/- के स्टाम्प पेपर पर किया जायेगा भविष्य में शासनादेश/मा0 उच्च न्यायालय व सर्वोच्च न्यायालय के निर्देशानुसार यदि अतिरिक्त स्टाम्प ड्यूटी बनेगी तो एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली द्वारा उसे देने का उत्तरदायी होगा।
- 15 एस0एस0 कान्ट्रेक्टर्स एण्ड सप्लायर, बरेली बरेली को अपने कर्मचारी को मिनिमम वेजेज के अनुसार आर0टी0जी0एस0 के माध्यम से भुगतान करना होगा तथा कर्मचारियों का विवरण भुगतान सहित आख्या के साथ नगर निगम को उपलब्ध कराना होगा।

  
 नगर स्वास्थ्य अधिकारी,  
 नगर निगम, बरेली।

प्रतिलिपि:-

1. मा0 महापौर जी को सादर सूचनार्थ प्रेषित।
2. नगर आयुक्त महोदय को सादर सूचनार्थ प्रेषित।
3. अपर नगर आयुक्त को सूचनार्थ प्रेषित।
4. क्षेत्रीय सफाई एवं खाद्य निरीक्षक को आवश्यक कार्यवाही हेतु प्रेषित।

  
 नगर स्वास्थ्य अधिकारी,  
 नगर निगम, बरेली।

  
 Mahesh





उत्तर प्रदेश UTTAR PRADESH

ED/643589



**Concession Agreement**

**for**

**Setting up landfill liquidation, MSW Processing &  
disposal in Bareilly (Bakarganj) Uttar Pradesh  
Between**

**Municipal Corporation, Bareilly  
&**

**Amazo Waste Management Solution LPP**



नगर आयुक्त  
नगर निगम बरेली



## PART I - PRELIMINARY

The solid waste is rising in Bareilly Municipal Area. An increase in solid waste is observed because of increase in urbanization, population density and income, changing food habits, taste and pattern. The growth of industry, commercial units such as hotels, theaters, restaurants, malls are rising fast. Such units are positively contributing to the solid waste generation. There are 37 out of 70 wards Door to Door waste collection is being done by Bareilly Municipal Corporation. No segregation at source and disposal facility of Bareilly Municipal Corporations is nil because of Municipal Solid Waste Treatment Facility is not functioning and only dumping of waste is the final disposal of waste without treatment. At present open dumping at Bakarganj dumping site is continuing and the site is situated nearby the community area and over exhausted. Therefore Bareilly Municipal Corporation must adopt scientific methods for collection, segregation and disposal of solid waste and proposed new site for treatment & Landfilling for Municipal Solid Waste. Urgent steps in this direction will reduce the water, air, soil pollutions and health hazards. It will improve the quality life of people nearby the site of Bakarganj Dumping site. Leachate generation due to open dumping is polluting the ground water and also creating the health problem for residents of that area.

Distance from Residential Areas Research has shown that as the distance from residential areas increases, the issues of public opposition to siting of waste disposal facility diminishes. It is as a result of this fact that the suitability of site increases as public opposition diminishes. The waste disposal sites should not be sited or located in populated urban or rural areas. It is for this reason that the residential areas were categorized into high dense, medium dense and low dense areas and digitized accordingly based on the development plan available of the study area. The extent of the residential areas were derived from reclassification, and distance of 500 m and above are considered as suit-able while 200 m and below were considered unsuitable. Hence the land suitability for landfill increases with the increase in distance from the residential areas. Some sites is very close to residential area like HarunNagla, Bihar man Nagla, Parsakhera, SaraiTalfiahmotoli and some having very far away from the residential like Babia.

Dumping ground at Bakarganj has almost reached its full capacity and can take more garbage only for the next two to three years. "We have informed NGT that the Bakarganj garbage dump has almost reached its full capacity and we have to find an alternate site within the next two years.

It was decided that the dump site will be liquidated and the tenders were called for executing the same.

It is estimated that there is 6,00,000 tons of garbage dumped at site and when the site was selected scientific landfill was not thought off therefore capping is not a viable solution as the ground water has been contaminated and the dump with a lot of plastic and non-biodegradables will remain such for the next 100 years when the hydrocarbons may naturally disintegrate.

The successful bidder will get the contract with a challenge to start the work immediately.

Municipality will allocate leased land near Bakarganj landfill, provide right to access the site with water and electrical connection.

The process of inviting the bids were as under :



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नगर निगम बरेली



1. Floating of RFP : Detailed Document Annexure -1  
Bareilly Municipal Corporation  
National Competitive Bidding  
**REQUEST FOR PROPOSAL (RFP)**  
RFP No. BMC/BIO-MINING/2018/1  
Country: INDIA

Reclamation of Bakarganj MSW Dumpsite Through Bio-Mining Process in Bareilly on "Design-Build-Operate (DBO)".

2. Prebid meeting
3. Presentations with the applicants through a screening process.
4. Sealed Tender
5. Tender allotment



नगर आयुक्त  
- विभाग बरेली



## Concession Agreement

THIS AGREEMENT is made on this 9<sup>th</sup> day of June, 2018 at Municipal Commissioner office Bareilly Uttar Pradesh

BY & BETWEEN

**The Commissioner**  
**Municipal Corporation, Bareilly**  
Opp: Bareilly College, Bareilly  
Civil Lines, Bareilly (U.P.)  
Pin - 243001  
Ph. No. - 0581-2550074

(Hereinafter referred to as "**Municipality**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the FIRST PART.

AND

**Amazo Waste Management Solution LPP** a Company incorporated under the Companies Act, 1956/ 2013 and having its registered office at Reg Office : U-02 Swagat building Near Lal Banglow C.G Road Ahmedabad (hereinafter referred to as "**Concessionaire**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART.

### 1.1 WHEREAS,

- 1.1.1 By Seventy Fourth Amendment to the Constitution of India (with effect from 1<sup>st</sup> June 1993), Part IXA was inserted which inter-alia introduced the concept of local self-governance by urban local bodies ("ULBs" or "**Municipalities**"). Article 243W divested powers and responsibilities on the municipalities for performance of functions and implementation of schemes as may be entrusted to them including those in relation to the matters listed in the Twelfth Schedule of the Constitution of India. Public health, sanitation conservancy and solid waste management have been provided as few of the activities in Twelfth Schedule which are required to be under taken by Municipalities.



नगर आयुक्त  
नगर निगम, बरेली



- 1.1.2 The Ministry of Environment and Forests (MoEF) under the aegis of Government of India (GoI), has formulated the Municipal Solid Waste (MSW) Rules 2000 ("MSW Rules"), amendment 2016 which provides that every municipal authority shall within the territorial area of municipality, be responsible for implementation of MSW Rules and for any infrastructure development for collection, storage, segregation, transportation, processing and disposal of Municipal Solid Wastes ("MSW Services"). Accordingly, the ULBs are required to perform their obligatory duties within the provision of their respective Acts and also to provide MSW Services in accordance with MSW Rules and also to protect the environment and public health of their citizens and public in general.
- 1.1.3 Implementation of the MSW Services, the municipal corporation of Bareilly is authorized to select and appoint a Concessionaire to develop the Project (as defined hereinafter), for, for enabling construction of bio mining facility and remediation of garbage by any means ( Waste to Energy (WtE) Plant or a MSW Processing Facility, and perform, execute and implement the Project under and in accordance with the terms and provisions of this Agreement.
- 1.1.4 The objective of the Project is to develop and implement a viable & environmentally sustainable MSW management system in Bareilly as a 'model system' for India. The Project would include, Bio mining processing and disposal of the MSW DBOO basis on a Public Private Partnership (PPP) model.
- 1.1.5 In accordance with the Competitive Bidding Guidelines (as defined here under), the Authorized Representative, had initiated a competitive bidding process through issue of RFP
- 1.1.6 Should there be any requirement a Power Purchase Agreement can be entered with DISCOM and Municipality will recommend the case.
- 1.1.7 The municipality and Concessionaire hereto have agreed to enter into this Concession Agreement for execution of the Project on DBFOO basis subject to and on the terms, conditions and covenants set forth hereinafter.
- 1.1.8 The concessionaire is also eligible for viability gap finding as per the rules of MNRE and Municipality will recommend the case.



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## 1.2 Interpretation

### 1.2.1 In this Agreement, unless the context otherwise requires,

- a) References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) References to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- f) References to "construction" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly;
- g) References to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time; Any reference to day shall mean a reference to a calendar day;
- i) References to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Uttar Pradesh are generally open for business;



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- j) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- k) References to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- l) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- m) The words importing singular shall include plural and vice versa;
- n) References to any gender shall include the other and the neutral gender;
- o) "Lakh" means a hundred thousand (100,000) and "Crore" means ten million (10,000,000);
- p) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- q) References to the "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- r) Save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Municipality hereunder or pursuant hereto in any manner whatsoever;
- s) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;
- t) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;



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- u) References to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- v) The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and
- w) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- x) 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Municipality and/or the Independent Engineer shall be provided free of cost and in three copies, and if the Municipality and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.
- 1.3 **Measurements and arithmetic conventions**
- All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.
- 1.4 **Priority of agreements, clauses and schedules**
- 1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:



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- (a) This Agreement; and
- (b) All other agreements and documents forming part hereof or referred to herein; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or Discrepancies within this Agreement, the following shall apply:

- a) Between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) Between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) Between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- e) Between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- f) Between any value written in numerals and that in words, the latter shall prevail.



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## **PART II - THE CONCESSION**



## 2. Scope of the Project

### 2.1 Scope of the Project

The scope of the Project (the "Scope of the Project") shall mean and include, during the Concession

Period, Design, Build, Finance, Operate and own (DBFOO) of facilities and infrastructure for

- a. Construction and operation of Bioremediation of Bakarganj dumpsite and **MSW processing facilities with any technology**, Processing Facility for salvaged Quantity of MSW and fresh garbage from the city during the Concession Period for minimum 10 years or till the time of complete liquidation of the above mentioned dumb yard ; however the Concessionaire must have the capacity to process Obligated Quantity of MSW till the end of Concession period or liquidation of dumpsite. It was also agreed that the successful bidder will get the first right of refusal for processing and disposing the garbage of Bareilly and the adjoining ULB's. after the present concession period.
- b. Setup of Scientific Landfill is not included in the project this has to be undertaken by the municipality or treated as a separate project however the first right of refusal shall be that of the concessionaire.
- c. Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

The scope of the Project shall also include any and all other activities that are ancillary to the above mentioned scope of the Project. For detailed Scope of the Project refer the Other Background Documents.

### 2.2 Project Facilities

The Concessionaire shall construct the Project Facilities in accordance with the provisions of this Agreement including the Other Background Documents.

### 2.3 Processing Technology

The Municipality desires that its MSW management system shall be a 'model system' for the Country, which would scientifically collect, transport, process and dispose of MSW, have maximum recycling and recovery, and create public awareness. Without prejudice to the generality of the foregoing, Concessionaire shall develop the Project Facilities using technology or technologies that it had proposed in its Bid to the RFP, in accordance with terms of this

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- a) The bio-degradable and recyclable content of the MSW are separated through a Suitable Material Recovery Facility (the "MRF");
- b) A suitable Processing technology is used for Processing of the bio-degradable content of the MSW;
- c) A suitable Processing technology is used for Processing of combustible content of the MSW;
- d) A suitable technology is used for recovering and processing recyclable content of the MSW,

### 3. Grant of Concession

#### 3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Municipality hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and Municipality to construct, operate and maintain the Project (the "Concession") for a period of 10 (ten) years commencing from COD, or liquidation of the dumpsite at Bakarganj and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein:

3.1.2 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

- a) Perform and fulfill all of the Concessionaire's obligations under and in accordance with This Agreement;
- b) to design, engineer, finance, procure, construct, install, commission, operate and maintain each of the Project Facilities either itself or through such person as may be selected by it;
- c) Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- d) Upon commissioning of the Project Facilities, to manage, operate and maintain the same either itself or through such person as may be selected by it, provided that the ultimate obligation and responsibility for the performance of this agreement shall continue to vest with the Concessionaire;



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- e) To borrow or raise money or funding required for the due implementation of the Project and mortgage, charge or create lien or encumbrance on the whole or part of the Project Facilities except the Site and Landfill Site;
- f) To process salvaged MSW from the landfill at and dispose the process remnants and inert waste as per provisions of this Agreement and Applicable Law using any technology;
- g) To, in accordance with the Applicable Law, store, use appropriate, market and sell or dispose all the components/ products of the MSW, including but not limited to electricity, methane, RDF, compost and to further retain and appropriate any revenues generated from the sale of such products/ end-products;
- h) To obtain the utilities required for enabling the construction of the Project Facilities;
- i) Exclusively hold, possess, and control the Site, in accordance with the terms of the Concession Agreement for the purposes of the due implementation of this Project;
- j) To receive all the fiscal incentives and benefits accruing in respect of or on account of the Project including Carbon Credits/ Certified Emission Reduction (CERs) under Clean Development Mechanism (CDM) , VGF and the grants/subsidy through the municipality to be passed on to the developer.
- k) Can assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof; save and except as expressly permitted by this Agreement or the Substitution Agreement.

#### 4. Conditions Precedents

##### 4.1 Conditions Precedent

- 4.1.1 Save and except as expressly or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions.
- 4.1.2 The Conditions Precedent required to be satisfied by the Municipality shall be deemed to have been fulfilled when:
  - a) The Municipality shall have procured EIA Approval for the Project;
  - b) The Municipality shall have handed over the land along with necessary clearances to the Concessionaire for the development of the Project.



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- c) The Reclaimed land shall also be a part of the project land automatically.
- d) Any prior agreements to this concession agreement shall have no bearing on this project and Municipality shall indemnify the concessioner of any loss

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

- a. Provided Performance Security to the Municipality;
- b. Executed and procured execution of the Substitution Agreement;
- c. Received Site Authorization under MSW Rules and Consent to Establish from the Uttar Pradesh Pollution Control Board as per applicable rules and regulations including MSW Rules 2000

4.1.4 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

#### 4.2 Damages for delay by the Municipality

In the event that (i) the Municipality does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, or any other civil unrest the Municipality shall not hold the equipment of the concessionaire (movable or immovable) beyond 4 months and if the same is not resolved the of the Performance Security on demand shall be refunded .

#### 4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Municipality, or due to Force Majeure, the Concessionaire shall pay to the Municipality, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.



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## 5. Obligations of the Concessionaire

### 5.1 Obligations of the Concessionaire

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Concessionaire shall be responsible for design, engineering, procurement, construction, operation and maintenance
- 5.1.3 The Concessionaire shall comply with all the Applicable Laws and procure all the Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

### 5.3 Environmental Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances as detailed in the Schedule 2.

### 5.4 Land Use

The Concessionaire shall ensure optimum utilization of the Site and land available and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities. For avoidance of doubt, any land given by the Municipality to the Concessionaire for this Project shall not be used for development of residential or commercial facilities or premises for rent, lease or

Similar  
purpose.

The Concessionaire shall construct a boundary wall around the entire land parcel of [28] hectares and shall separately fence the [10] hectares of land given by the Municipality by the Appointed Date within one month of signing the Agreement. The Municipality might make



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temporary use lease of the remaining [Land] hectares of land but it shall not be put to any permanent use.

#### 5.5 Processing of MSW

Any suitable technologies can be adopted to process the Bakargunj dumpsite

#### 5.6 Post Closure Activities

The Concessionaire shall maintain the capped and closed portion of the landfill as per the technical requirements and standards, and Applicable Law.

#### 5.7 Measurement of Compost

5.7.1 For measurement of compost, Weighbridges will need to be constructed at the Processing Facility (the "Processing Input Weighbridge" as the sharing of revenues (Rs 55/ ton on sale of compost) is linked to the base agreement.

5.7.2 The Weighbridges shall be monitored and inspected regularly to ensure due calibration and accuracy and any errors shall be rectified immediately.

#### 5.8 Maintenance of records

The Concessionaire shall maintain records of the quantum of Compost throughput

#### 5.9 Sale / Distribution of Compost / Manure / Energy

5.9.1 The Concessionaire may adopt such processes and methods as it considers necessary or expedient for processing of MSW at the Project Facilities, subject to complying with the provisions of the Concession Agreement, construction requirements, operation requirements and the Other Background Documents.

5.9.2 Concessionaire is free to choose the processing technologies/options for Waste to Energy Plant or sales in line with all applicable legislations including but not limited to the Other Background Documents and MSW Rules 2000 and is entitled to receive the revenues so generated through the products produced out of such processing like energy/power as per the PPA and other by-products like RDF, Compost, biogas, Carbon credits, metals through its own marketing tie up.



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#### 5.10 **Obligations relating to Change in Ownership**

- 5.10.1 The Concessionaire shall undertake or permit any Change in Ownership, without the prior approval of the Municipality.
- 5.10.2 For the Concessionaire formed for the purpose of implementing this Concession, the following is mandated

#### 5.11 **Employment of foreign nationals**

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

#### 5.12 **Employment of trained personnel**

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

#### 5.13 **Branding of Project**

The Concessionaire agrees that the Project shall be known, promoted, displayed and advertised by the name of '**Municipal Solid Waste (MSW) and Waste to Energy (WTE) Processing Facility in Uttar Pradesh**'. The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders save and except as may be necessary in the normal course of business. The Concessionaire shall however, have right to utilize the name of the Project to exhibit technical and financial capability of the Concessionaire for bidding for other projects.



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#### 5.14 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Municipality, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

#### 5.15 Incentive sharing by the Developer

Municipality would be entitled to receive financial incentives from the Project Developer for the amount of compost sold and the Developer shares benefit of Rs. 55 per ton.

However sharing is possible only after sales and receipt of amount

The measurement shall be at the weighbridge installed at the site.

### 6. Obligations of the Municipality

#### 6.1 Specific obligations of the Municipality

6.1.1 The Municipality shall grant in a timely manner all such approvals, permissions and authorizations which Concessionaire may require or is obliged to seek from the Municipality under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availing permits for utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the Municipality within 90 (Ninety) days from receipt of request from Concessionaire to make available such authorization, subject to the conditions of the applications / details submitted being complete and correct.

6.1.2 (a) Without prejudice to the generality of Clause 6.1.1 above, the Municipality shall:

- (i) Recommend and forward to the relevant authority / ministry / department, any application of Concessionaire to obtain any Applicable Permits,
- (ii) Assist Concessionaire in getting necessary clearances from the relevant authorities / ministry / departments.
- (iii) Endeavour that the building plans for the Project Facilities at Site are duly and expeditiously approved by the concerned authorities under the relevant Acts / building by-laws / other relevant by-laws or regulations.



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- (b) The Municipality shall handover land to the Concessionaire as per the requirement, upon signing of a Land Lease Agreement in the form attached herewith as Schedule 19, for development of Processing Facility as per Annexure 3[*Schedule for Land Requirement*]. Accordingly, the land at the proposed locations shall be handed over to the Concessionaire in two parts, the first transfer shall occur prior to the Appointed Date and the second transfer shall occur at the end of 10 years from COD. Please note that in no case the total transferred land at the proposed locations can be more than 20 Hectares.

## 6.2 General Obligations of the Municipality

- 6.2.1 The Municipality at its own cost and expense shall undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.2.2 The Municipality agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) Upon written request from the Concessionaire and subject to Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in securing Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;
  - (b) Not do or omit to do any act, deed or thing which may in any manner violate of any of the provisions of this Agreement;
  - (c) Support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
  - (d) Upon written request from the Concessionaire and subject to the provisions provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.



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6.3 **Transportation of MSW (Routing)**

The Municipality shall be solely responsible for transportation of material to landfill should there be any including the carcasses or any unlawful dumping.

7. **Representations and Warranties**

7.1 **Representations and Warranties of Concessionaire**

Concessionaire represents and warrants to the Municipality that:

- (a) It is duly organized, validity existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under This Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other actions under Applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement will be legally binding, valid and enforceable obligations against it in accordance with the terms hereof;
- (f) It is subject to the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this jurisdiction or matter arising thereunder, including any obligation, liability or responsibility hereunder;
- (g) The information furnished in the Bid and as updated on or before the date of This Agreement is true and accurate in all respects as on the date of this Agreement;
- (h) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of Concessionaire's 'Memorandum and Articles of Association' or any of the Applicable laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;



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- (i) There are no actions, suits, proceedings or investigations pending, or to Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (j) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (k) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (l) All its rights and interests in the Project shall pass to and vest in the Municipality on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act of deed on its part or act of the Municipality and that none of the Project Assets shall be acquired by it, subject to any agreement, under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement. ;
- (n) It shall undertake or permit any Change in Ownership
- (o) The Consortium members and their Associates have the financial standing and the resources to fund the required Equity and to raise debt necessary for undertaking and implementing the Project in accordance with this Agreement.
- (p) Each Consortium member is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Municipality to enter into this Agreement with the Concessionaire pursuant to LOI; and has agreed to unconditionally accept the terms and conditions set forth in this Agreement;
- (r) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Municipality in connection therewith; and
- (s) All information provided by the {selected bidder/ Consortium Members} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.



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## 7.2 Representations and warranties of the Municipality

The Municipality represents and warrants to Concessionaire that:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity and Muncipality to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement;
- (c) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian law.
- (d) The municipality shall not retender or establish such a plant without consent of Amazo for the same location.

## 7.3 Obligation to Notify Change

In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation are given such warranty shall promptly notify the other of the same.

## 8. Disclaimer

### 8.1 Disclaimer

- 8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil, and geology, MSW waste characteristics and all information provided by the Municipality or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Municipality makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim



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# **PART III**

## **DEVELOPMENT AND OPERATIONS**



## 9. Performance Security

### 9.1 Performance Security for Construction Works

9.1.1 **Rs 15,00,000.00** (Rupees fifteen Lakhs only) of Performance security in terms of bank guarantee has to be issued in favor of **"Municipal Corporation, Bareilly- Uttar Pradesh"** the same shall be submitted within one month of signing the agreement.

9.1.2 The Performance security will not be encased without prior notice and hearing with a grace period of 90 days.

9.1.3 The renewal of the Performance Security, as and when required, is to be done by the Concessionaire at least one month before the date of expiry of the existing Performance Security, failing which, the Municipality shall be entitled to invoke the Performance Security. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security, if subsisting as on the Termination Date shall, subject to rights of the Municipality to receive amounts at prevailing time, if any, due from Concessionaire under this Agreement, be duly discharged and released to Concessionaire within 30 days from the Termination Date.

### 9.2 Release of Performance Security for Construction Works

The Performance Security shall remain in force and effect for a period of 360 days. The bid security however will be returned within 60 days of commencing of the work bank Guarantee will be released by Municipality upon (a) completion of the Construction Works, (b) issuance of Provisional Completion Certificate.

## 10. Project Site

### 10.1 Vesting of Site with Concessionaire

Pursuant to grant of Concession and in consideration of grant of lease of the Site in accordance with Land Lease Agreement, the Concessionaire shall pay to the Municipality by way of lease payment (the **"Lease Payment"**), a nominal sum of Re. 1 (Rupee one) per annum during the Concession Period. The amount of Lease Payment shall be escalated in accordance with the Land Lease Agreement. Subject to other provisions of the Concession Agreement, Concessionaire shall have the full right to regulate the entry into and use of the Site. The land constituting the Site shall be vested with Concessionaire under this Concession, for the sole purposes of performance, execution and implementation of the Project. The Concessionaire is responsible for payment of all applicable taxes, including property tax on the site.

The Municipality will hand over land to the Concessionaire



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## 10.2 Rights, Title and Use of the Site

- (a) The Concessionaire shall have the right to the use of the Site in accordance with the provisions of this Agreement.
- (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Site. Save and except as otherwise permitted under this Agreement.
- (c) The Concessionaire shall not, without the prior written approval of the Municipality, use the Project Facilities for any purpose other than for the purpose of the Project and purpose incidental or ancillary thereto.

## 10.3 Possession of the Site

10.3.1 In order to handover the possession of the Site, the authorized representatives of the Municipality and the Concessionaire shall, on mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, building, structures, road network, trees, pipelines and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant and unencumbered possession of the Site has not been granted to the Concessionaire. Signing of the memorandum, as above, by the authorized representatives of the Parties shall, constitute a valid handover of possession of the Site to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For avoidance of doubt, it is agreed that vacant and unencumbered possession of the Site in respect of those parts of the Site which have been set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant handover of possession being provided

10.3.2 Without prejudice, the Parties hereto agree that on or prior to the appointed date, the Municipality has handed over vacant possession of land to the Concessionaire

10.3.5 Upon receiving the possession of the land included in the Appendix, the Concessionaire shall complete the Construction Work thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Completion Certificate shall not be affected or delayed on account of vacant possession of any part of Site was not handed over to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of delay or denial of such possession thereto..



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#### 10.4 **Applicable Permits**

The Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. The Municipality shall provide all necessary co-operation/ assistance for obtaining the permission. The Concessionaire shall be responsible to be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

#### 10.7 **Geological and archaeological finds**

It is expressly agreed that mining, geological or archaeological rights do not form part of the lease rights granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Municipality or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Municipality forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property.

#### 12. **Development and operations of the Project**

##### 12.1 **Obligations prior to commencement of construction (for information only)**

Prior to commencement of Construction Works, the Concessionaire shall:

- a. Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- b. Make its own arrangements for procuring materials needed for the Construction Works and in accordance with the Applicable Laws and Applicable Permits.

#### 13 **Damages for delay**

Municipality shall not claim any penalty or liquidated damages for any delay during construction the same goes for project developer.



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**14.1 Effect of variations in MSW quantity**

The Project is envisaged to process Assured Quantity of MSW from all Municipality throughout its life. However, the obligation of project developer is limited as the it has no control over the garbage that was dumped and municipality has to take care of findings that are hazardous to human life..

**15. Safety Requirements**

**15.1 Safety Requirements**

15.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the personnel at the Project Site. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project, and shall comply with the safety requirements (the "Safety Requirements").

**15.2 Expenditure on Safety Requirements**

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the scope of the Project.

**16. Handover of Project Facilities**

**16.1 Ownership during the Concession Period**

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by Concessionaire, during the Concession Period shall at all times remain as mentioned below:

- (a) That of all immovable assets including site and civil structures created for Processing Facility shall remain with the Municipality.
- (b) That of all movable assets including equipment & machinery and vehicles shall remain with Concessionaire



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## 17 Concessionaire's Obligations

### 17.1.1 Processing Facility

Concessionaire shall on the date of expiry of the Concession Period, hand back peaceful possession of the Project facilities to the Municipality free of cost and free from all encumbrances and in good operational condition.

### 17.1.2 Landfill

Land fill will be developed separately by the municipality..



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## **PART IV**

# **Financial Covenants**



18. **Financial Close**

The municipality will have no financial part in the project except for sharing of revenue on sale of compost as mentioned in the bid Rs 55 / ton from the sales of Compost.

The Municipality shall submit account details for depositing the revenues to be shared on the sale of compost.

19. **Insurance**

19.1 **Insurance**

The Concessionaire shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practices. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Municipality as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy,

20. **Accounts and Audit**

20.1 **Audited accounts**

20.1.1 The Concessionaire shall maintain books of accounts in regard to process and production of compost and the sales revenues

20.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Municipality the details on the production and sales of compost

21 **Set-off**

In the event any amount is due and payable by the Municipality to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Municipality of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

22 **Dispute resolution**

In the event of there being any difference between the findings of the Additional Auditors and the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Municipality by recourse to the Dispute Resolution Procedure.



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**PART V**  
**FORCE MAJEURE**



23. Force Majeure

23.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

23.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- a. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. Strikes or boycotts (other than those involving contractors, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 7 (seven) days and an aggregate period exceeding 14 (fourteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 25.3;
- c. Any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to Concessionaire, by, or on behalf of such Contractor;
- d. Any judgment or order of any court competent jurisdiction or statutory Municipality made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Municipality;
- e. The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- f. Any event or circumstances of a nature, analogous to any of the foregoing.



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An Indirect Political Event shall mean one or more of the following acts or events:

- a. An act of war (whether declared or undeclared), invasion, armed conflict or act foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. Industry-wide or State-wide strikes or industrial action for a continuous period of 7 (seven) days and exceeding an aggregate period of 14 (fourteen) days in an accounting Year;
- c. any civil commotion, boycott or political agitation which prevents delivery of MSW at the Project Site for an aggregate period exceeding 7 (seven) days in an accounting Year;
- d. Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to Concessionaire by or on behalf of such Contractor; and
- e. Any Indirect Political Event that causes a Non-Political Event;
- f. Any event or circumstances of a nature analogous to any of the foregoing.

A Political Event shall mean one or more of the following acts or events by or on account of any

Government Instrumentality:

- a. Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of and its effect, in financial terms
- b. Compulsory acquisition in national interest or expropriation of any Project Assets or rights of Concessionaire or of the Contractors;
- c. Unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from Concessionaire or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- d. Any failure or delay of a Contractor but only to the extent caused by another Political, Event and which does not result in any offsetting compensation being payable to



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Concessionaire by or on behalf of such Contractor; or

e. Any event or circumstance of a nature analogous to any of the foregoing.

### 23.5 Duty to report Force Majeure Event

23.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

23.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the: probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

23.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 25.5.2, and, such other information as the other Party may reasonably request the Affected Party to provide.

### 23.6 Excuse from Performance of Obligations

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

- a. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b. The Affected Party shall make all reasonable efforts to mitigate or limit damage to the



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other party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

- c. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations as per this Agreement.

## 24 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit it shall notify the other Party within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

### 24.1 Defence of claims

- 24.1.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

- 24.1.2 If the Indemnifying Party has exercised its rights under Clause 33.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed)



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24.2 If the Indemnifying Party exercises its rights under Clause 33.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a. The employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b. The Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c. The Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d. The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
- e. That there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or
- f. That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 33.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

#### 24.3 No consequential claims

Notwithstanding anything to the contrary contained, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.



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25. Rights and Title over the Site

25.1 Lessee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole Lessee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

25.2 Access rights of the Municipality and others

25.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Municipality, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect the Project or to investigate any matter within their Municipality, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

25.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

25.3 Property taxes

All taxes shall be payable by the Concessionaire, including the property taxes on the Site, under Applicable Laws for use of the Site shall be its sole responsibility and same shall not be reimbursed or payable by the Municipality.

25.4 Restriction on sub-letting

The Concessionaire shall not sub-lease or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project.



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**26.1 Dispute resolution**

26.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure

26.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**26.2 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Municipal Commissioner and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 35.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 35.3.

**26.3 Arbitration**

26.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 35.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 35.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall ordinarily be [Place Name] but by agreement of the Parties, the arbitration hearing, if required, may be held elsewhere, and the language of arbitration proceedings shall be English.



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- 26.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 26.3.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 35 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Municipality agree and undertake to carry out such Award without delay.
- 26.3.4 The Concessionaire and the Municipality agree that an Award may be enforced against the Concessionaire and/or the Municipality, as the case may be, and their respective assets wherever situated.
- 26.3.5 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.

#### 26.4 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.

#### 26.5 Performance during dispute

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.

#### 27. Disclosure

##### 27.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Operation & Maintenance Manual, and the Operation and Maintenance Requirements (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Project Site and at the Concessionaire's Registered Office.



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## 27.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

Notwithstanding the provisions of Clauses 36.1 and 36.2, the Municipality shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined hereinbelow) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 36.1 and 36.2, or portions thereof, the disclosure of which the Municipality is entitled to withhold under the provisions of the Right to Information Act, 2005.

## 28. Redressal of Public Grievances

### 28.1 Complaints Register

28.1.1 The Concessionaire shall maintain a public relations office at the Project Site and shall keep registers at the Project Site (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Plant Site. The Municipality shall also maintain a Complaint Register at its Office, open to public access at all times for recording of complaints by the Complainant.

28.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

28.1.3 Without prejudice to the provisions of Clauses 37.1.1 and 37.1.2, the Municipality may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.



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## 28.2 Redressal of complaints

28.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

28.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Municipality and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Municipality may, in its discretion, advise the Concessionaire to take such further action as the Municipality may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Municipality of its decision thereon, and if the Municipality is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

## 29 Notice

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below;

The Commissioner

Municipal Corporation, Bareilly  
Opp: Bareilly College, Bareilly  
Civil Lines, Bareilly (U.P.)  
Pin - 243001  
Ph. No. - 0581-2550074

M/s Amazo Waste Management Solution LLP  
Reg Office : U-02 Swagat building  
Near Lal Banglow C.G Road Ahmedabad  
Ph : 079 2621455



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If for any reason whatsoever any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for invalid, unenforceable or illegal provisions, as nearly as is practicable, provided failure to agree upon any such provisions shall not be subject to dispute resolution under this agreement or otherwise.

### 31 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) Agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) Waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) Consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).



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## 32 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars.

### 32.1 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

### 32.2 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

### 32.3 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

### 33.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

### 34.3 Language

All notices required to be given by one Party to the other Party and all other communications,



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Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.


#### 34.5 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

SIGNED SEALED AND DELIVERED

नगर अधिकारी  
For and on behalf of Municipal Corporation Bareilly



RAJESH KUMAR SHRIVASTAVA

(Municipal Commissioner Bareilly)

SIGNED SEALED AND DELIVERED

For and on behalf Amazo Waste Management Solution LLP



PAVAN VIR SINGH KANWAR  
Director

For the presence of: 7782022356

Purnwati Sakhani, NABTA JEE PATH  
H/O No 1292 Aditya Park, Post Aditya Park  
Pin Code: 831013, Dist. SRARALA KANWAR  
Jamshedpur (JHARKHAND)



(Sumit Kumar)  
Nagar Nigam Bareilly,  
7055796786