


कार्यालय नगर निगम बरेली।

प्रमाणित किया जाता है कि निकाय में उत्पन्न कूड़े का 70 प्रतिशत से अधिक कूड़े का निस्तारण (कम्पोस्टिंग व अन्य विकेन्द्रीकृत विधियों द्वारा निकाय स्तर पर किया जा रहा है।


पर्यावरण अभियन्ता
नगर निगम बरेली।
नगर निगम, बरेली



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

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



Handwritten signature
नगर आयुक्त
नियम बरेली

Concession Agreement

THIS AGREEMENT is made on this 9th 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 1st 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.



N/S
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.



NK
नगर आयुक्त
नगर निगम, बरेली

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;



Handwritten signature
नगर आयुक्त
नगर निगम, बरेली

- 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;



26
नगर आयुक्त
नगर निगम, बरेली

- 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:



Handwritten signature
नगर आयुक्त
नगर निगम, बरेली

- (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.



नगर आयुक्त
नगर निगम, बरेली