

QUARTERLY PROGRESS REPORT OF NON – ATTAINMENT CITY VARANASI

Submitted on behalf of State of Uttar Pradesh



APRIL, 2021 to JUNE, 2021 UTTAR PRADESH POLLUTION CONTROL BOARD Building No. TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010

SOCONTENTS CR

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Basic Information

Name of Non Attainment City State/ Union Territory Name of Nodal Officer at PCB/ PCC Email Id Contact Number Date

Varanasi

UTTAR PRADESH Chief Environmental Officer (Laboratory) <u>ceolab@uppcb.in</u> 0522-2720832 Jun-21

Action Point Code	Sector	Total Number of	Number of	Number of
		Actions	Actions	Actions Under
			Completed	Progress/
				Ongoing
СВ	CAPACITY BUILDING, MONITORING NETWORK AND SOURCE APPORTIONMENT	9	7	2
РО	PUBLIC OUTREACH	5	5	0
RD/ C&D	ROAD DUST AND CONTRUCTION & DEMOLITION	27	24	3
VE	VEHICLES	16	13	3
IP	INDUSTRIES	18	18	0
BB/DF	WASTE AND BIOMASS- DUMPING AND BURNING	21	20	1
AQ	AIR QUALITY DATA	9	9	0

Action	Action Point	CAPACITY BUII Present status	Target	Target Date		Annual		Attachment	Attachment	Total	Funds	Funds	Additional
Point Code			.u.yet		from Approved Action Plan Target	Target	. Iour type		Contents	Funds Allocated	released	Utilized	Funds Required
CB1	Insatllation & Commissioning of Monitoring Stations												
CB1.1	CAAQMS	04 CAAQMS are Installed by CPCB under CPSU CSR scheme for which connected to CPCB server.	4 (As per CPCB Norms)	360 days (Dec. 2020 including grace period of 04 months due to lockdown)	No	Completed	Number	Yes	Detailed Micro Plan for installation of CAAQMSs by UPPCB is attached. Annex-CB-1	Rs. 3.6 Cr.	Rs. 3.4092 Cr.	Rs. 3.4092 Cr.	Rs. 0.1908 Cr (yet to be released by CPCB under the sanctioned funds)
CB1.2	Manual Stations	05 Manual Stations are established and are functional at following locations: 1. Jawahar Nagar 2. Sigra 3. Industrial E-state Chandpur Varanasi 4. Saket Nagar	5	Completed/ Dec, 2021 (for 01 additional station)	Ongoing No deviation for additional station	Completed	Number	Yes	Data is available on UPPCB website. http://www.upp cb.com/ambient	Cost of Ongoing stations are 23.02 lacs. Cost of 01	Rs. 31.08 lacs	Rs. 19.52 lacs	Nil
		 BHU Campus Although nos. of manual stations (05) are sufficient as per CPCB guidelines but 01 background station proposed for better representation of air quality data. 							_quality.htm	proposed station is 8.06 lacs. Total Rs. 31.08 lacs for 06 Stations			
CB3.1 CB3.3	Assessment of sources Emission Inventory	50% Completed	100% (EI & SA Study)	February, 2022	No	As per the schedule mentioned in the detailed Micro Plan	Study	Yes	Detailed Micro Plan for El & SA is attached. <u>Annex-CB-2</u>	Rs. 80.0 lacs	Rs. 75.76 lacs	Rs. 36.7 lacs	Rs. 4.24 lacs yet to be released from the sanctioned fund under
	Source Apportionment Study												NCAP.
CB4 CB4.1	Training & Capacity Building Training & skill development of public officials	Could not be organised due to COVID-19 pandemic conditions. Will be organised in 2021- 22 as per the Training Calender enclosed.	As per the Training Calender 2021- 22 (copy enclosed)	As per the Training Calender 2021- 22 (copy enclosed)	Yes	As per the schedule mentioned in the Training Calender 2021-22.	As per attachment	Yes	Training Calender 2021- 22. <u>Annex-CB-</u> <u>3</u>	Demand Placed under 15th FC Funds	Nil	Nil	Rs. 67.63 lacs
CB4.2	Infrastructure development (Laboratory/ AQM Cell)	AQM cell has already been established and is functional	Already established	30 days (Sept- 2019)	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
CB4.3	Enforcement Units	03 mobile enforcement unit has been procured & established by UPPCB under NCAP funds.	3	No target date available in the City Action Plan as this is an additional action point.	No	Completed	Units	Yes	Details of Mobile Enforcent Units. <u>Annex-</u> <u>CB-4</u>	Rs. 22.50 lac	Rs. 21.2625 Lac	Rs. 21.2625 Lac	Rs. 6.3375 Lac (including Rs. 1.2375 lac yet to be released from the sanctioned fund)

Action	Action Point	Present status	Target	Target Date	Deviation	Annual	Field type	Attachment	Attachment	Total	Funds	Funds	Additional
Point Code					from Approved	Target			Contents	Funds Allocated	released	Utilized	Funds Required
coue					Action					Allocateu			Required
					Plan								
					Target								
CB4.4	Organization of meeting of District	District level committee is functional and	Monthly	Monthly	No	12	Number	Yes	All MOM are	Not	Not	Not	Not required
	Environment Committee for	meetings are held on monthly basis.							available on	required	required	required	
	sensitizing the Line Departments for	DEC meetings during the last quarter held on							the portal				
	advance preparedness of	the following dates:							(http://www.up				
	implementation of Action Plan and	8.7.2019, 17.8.2019, 12.9.2019, 17.10.2019,							ecp.in/HomeMe				
	following action points	04.11.2019, 06.12.2019, 08.01.2020,							etingList.aspx)				
		05.02.2020, 09.10.2020, 18.11.2020,											
		28.01.2021, 12.02.2021, 05.04.2021											
CB5	Emergency Response System	1. 100% GRAP is applicable in the city and	100%	90 days	1. No	1. GRAP	Enforcement	Yes	1. GRAP	Not	Not	Not	Not required
		monitoring is done on a regular basis by DEC.	(GRAP	(15.11.19)	2. Yes	Implementati			Implementation	required	required	required	
		2. 0% For the purpose of ERS to be developed	implemention) &	. ,	(Date to be	on .			Report.			•	
		by PCB, State Disaster Management Authority	100%	Implementation	provided by	2.Developme			Annex-CB-5				
		and Meteorological Department as per the	Development of	& development	CPCB)	nt of ERS as			2. Letter dated				
		order of Hon'ble NGT dated 20.11.2019, the	ERS as per order	of ERS		per order of			22.12.2020				
		disaster Management Authority has requested	of Hon'ble NGT			Hon'ble NGT			written by the				
		for development of a guideline by NDMA. The							State to NDMA,				
		matter also reviewed by CS,GoUP and a letter							CPCB &				
		has been sent to NDMA, CPCB and MoEF&CC							MoEF&CC.				
		for issuance of a guideline for development of							Annex-CB-6				
		ERS for severe levels of air pollution. The											
		response of MoEF&CC, CPCB & NDMA is											
		awaited.											

PUBLIC OUTREACH

Action Point Code	Action Point	Present status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachment	Attachment Contents	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
P01	Public Outreach												
PO1.1	Daily Air Quality Public Information Dissemination System	Real time data on Air quality is being made available on Sameer App	Real time AQI on Sameer app and release of daily bulletin	15 days and thereafter as regular activity (15.9.19)	No	365	Number	URL	Detailed action taken (https://cpcb.nic .in//upload/Dow nloads/AQI_Bull	Not required	Not required	Not required	Not required
PO1.3	Issue public advisory for prevention and control of air polituion	AQI bulletin along with public advisory and action taken is published on UPPCB website during GRAP period. 20 bulletins were published.	20	15 days and thereafter as regular activity (15.9.19)	No	20	Number	URL	20 Weekly Bulletins (http://www.upp cb.com/weekly- aqi.htm	Not required	Not required	Not required	Not required
PO1.4	Deeper public engagement and consultation (workshops/ programmes in schools/ colleges)	Public Awareness Activities could not be organised due to COVID- 19 pandemic conditions. In 2021- 22 Public Awareness Activities will be organised as per the Public Awareness Calender 2021-22.	As given in the Calender enclosed.	As given in the Calender enclosed.	Yes due to COVID-19 pandemic situation	As given in the Calender enclosed.	Number	Yes	Public Awareness Calender for Year 2021-22. Annex-PO-1	demand raised under XV FC	demand raised under XV FC	_	Rs. 25 lacs
PO1.5	Launch mobile app to update public about status of air quality	100% AQI status available on Sameer App and other than this, AQI bulletin is published on UPPCB's website on regular basis	100%	30 days (Sept 2019)	No	Completed	URL	Yes	URL of Sammer App (https://play.goo gle.com/store/ap ps/details?id=co m.cpcb)		Not required	Not required	Not required
PO2	Public Greivance Redressal System												
P02.1	Арр Based System	Swachh Vayu App has been developed and is operational.	Swachh Vayu App	30 days (Sept 2019)	No	Completed	Number	Yes	Quarterly Report from April 2021 to Jun-2021 - The status of complaints received as on 30.06.2021 : Received -4 Resolved - 4 Pending - 0 Status of disposal monitored for improvement by AQMC & DEC. resolved by VNN		Rs. 8.5 lacs	Rs. 8.5 lacs	Not required

			ROAD D	UST AND CO	NTRUCTION	& DEMOLITIC	DN						
RD1	Road dust	Present status	Target	Target Date	Deviation from Approved Action Plan	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
RD1.1	Immediate lifting of solid waste generated from disilting and cleaning of municipal drains for its disposal	Solid Waste generated from disiliting and cleaning of municipal drains is lifted regularly after three to four hours of its drying	100% lifting & disposal of desilted SW in all 116 drains	Regular Activity		100% lifting & disposal of desilted SW	Number	Yes	Details Enclosed. <u>Annex-RD-1</u>	Rs. 3282.07 Lakhs	Rs. 798.85 Lakhs	Rs. 798.85 Lakhs	Not required
RD1.2	Maintain potholes free roads	Total Targeted 16.67 Km work completed cost of Rs. 63.10 lakhs. And On regular basis the filling of potholes work is carried by VNN road gang and major patch work is carried with the help of Contractors through out the year.	100 % Pot Hole free roads (13 No. of Roads 16.67 Km)	90 days (Nov- 2019)	No	13 No. of roads 16.67 Km work completed	Length in Km.	Yes	Details Enclosed. Annex-RD-2	Rs. 63.10 lakhs	Rs. 63.10 lakhs	Rs. 63.10 lakhs	Not required
RD1.3	Regular cleaning of street surfaces and spraying of water to suppress dust.	VNN regularly cleans road surfaces by 02 Mechanical Sweeping Machines and sprinkles water on street surface by 03 water sprinklers to remove dust. Total number of water tankers utilized are 17. VNN has ordered 07 more Water Sprinklers which will be arriving by Auguest 2021. Work order issued to M/s. Chaudhruy Engineering for mechanical sweeping of major roads.	Road Length Covered 22.5 KM per week	Road cleaning is a Regular Activity. Aug- 2021 for purchase of water sprinklers	No	Regular Activity Road Length Covered 22.5 km per week	Length of Roads Cleaned (Km.)	Yes	As given in Present Status	Rs. 1.00 Cr.	Rs. 1.00 Cr.	Rs. 1.00 Cr.	Not required
		Assessment of Road dust present in the major roads & streets in NACs (Gram/Sq. Meter) with the help and presence of representatives of ULBs along with the media briefing about the dust load in the Roads	10 Roads, dust assessment completed	Completed	No	Completed	Study	Yes	Study Report. <u>Annex-</u> <u>RD-3</u>	Rs. 1 Lac	Rs. 1 Lac	Rs. 1 Lac	Not required
		Removal of Road Dust on major roads & streets at least twice a month by Mechanical Sweeping Vacuum Cleaning followed by assessment of removed road dust in MT by actual weighing and sampling in roads	Removal of road dust on all major 10 roads. 48.5 KM(4 roads)length dust collected 1.35 MT	Regular Activity	No	10 Major Roads. 48.5 KM(4 roads)length dust collected 1.35 MT	Number	Yes	Details Enclosed Annex-RD-3	Not Required	Not Required	Not Required	Not Required
		Ensuring night washing of roads by treated water from STPs twice a week	Regular Activity 25.5 km roads	Regular Activity	No	Regular Activity Completed 25.5 km roads	Number	Yes	List of roads. <u>Annex-</u> <u>RD-4</u>	Not Required	Not Required	Not Required	Not Required
RD1.4	Black-topping of unpaved road	108.246 km area has been black topped within which Rs. 67.48 Cr. Crores had been utilized. 195 projects related to black topping of unpaved roads has been completed. 58.266 km black topping of unpaved road works going on amounting of Rs. 49.72 Crore and proposed 175.35 km road/nullah amounting of Rs.151.81 Cr. for next 5 year	Rehabilitation of major roads 175.35 km	180 Days (June-2020 including the grace period of COVID-19 pandemic situation)	Yes (March- 2022)	Rehabilitation of major roads 13 Roads (50 Km)	Name of unpaved roads	Yes	Details enclosed. Annex-RD-5	Rs. 269.01 Cr.	Rs. 117.2 Cr.	Rs. 67.48 Cr.	Rs. 151.81 Crore
RD1.6	To take appropriate action to remove road dust/silt regularly by using mechanical sweepers	Currently 03 Road Sweeping Machines are available and 2 Sweeping Machines costing 1.20 Cr are being purchased. Mechanical sweeping of roads is being carried out regularly covering 35 Km. road length per day.	Procurement of 02 Sweeping Machines	180 Days (June-2020 including the grace period of COVID-19 pandemic situation)	Yes (Oct-2021)	Procurement of 02 Sweeping Machines	Length of Roads Cleaned (Km.)	Yes	Snt Atulanand to BHU, Lanka via Circuit House Maqbool Alam road- Andrapul, MariMai, Maldahiya, Sajan Tiraha, Rathyatra- Kamachha-Ravindra	Rs. 1 Cr	Rs. 1 Cr	Under Procurement	Rs. 0.2 Cr.
RD1.7	End-to-end paving of the road	108.246 km area has been black topped within which Rs. 67.48 Cr. Crores had been utilized. 195 projects related to black topping of unpaved roads has been completed. 58.266 km black topping of unpaved road works going on amounting of Rs. 49.72 Crore and proposed Rs. 175.35 Km road/nullah amounting of Rs.151.81 Cr. for next 5 year	15 Number of major roads(147Km)	Dec-21	No	15 Number of major roads(147Km)	List	Yes	Details enclosed. Annex-RD-5	Rs. 269.01 Cr.	Rs. 117.2 Cr.	Rs. 67.48 Cr.	Rs. 151.81 Crore
RD1.9	Introduce water fountain at major traffic intersection	02 Major traffic inter-sections already have water fountains which are regularly maintained by VNN. New 05 places have been selected under newly constrcted 3 flyovers namely Mahmoorganj, Cantt. Stationat Chaukaghat and Pandeypur. Work will be done by VNN/VSCL amounting Rs. 2.5 Cr.	5	Nov-19	Yes (March- 2022)	5	Rs. 2.5 Cr	Yes	As given in Present Status	Rs. 2.5 Cr	Rs. 2.5 Cr	_	No

RD1	Road dust	Present status	Target	Target Date	Deviation from Approved Action Plan	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
RD1.10	Widening of Roads	Shivpur-Lahartara Marg (4 Lane) Old NH-2-Cantt Parava Marg Shivpur-Natiniadayi to Parmanandpur New Construction work	16 Roads(147 Km)	March, 22	No	As given in Present Status	Number	Yes	As given in Present Status	16614.56 Lac 1711.01 Lac 63.79 Lac	16614.56 Lac 1711.01 Lac 63.79 Lac	Nil	Not required
		Ledhupur Parwat marg - Shri Krishna Nagar Colony NH-29 Shahpur - Yadav Basti New Ashok Bihar - Shivpur Marg Pahriya Chaurahe - Nakkhi Ghat Marg Kazzakpura tirahe - Ahsapur Marg Chukha Ahiran Sampark Marg								25.90 Lac 16.69 Lac 10.25 Lac 35.39 Lac	25.90 Lac 16.69 Lac 10.25 Lac 35.39 Lac		
		Khalishpur Sampark Marg Modernization Jalhupur Mustfabad - Jalhupur Yadav Basti Pahariya Sampark Marg Modernization Newada - Anu Basti Sampar Marg Pachkoshi Marq - Ashok Naqar Colony								9.04 Lac 21.29 Lac 6.13 Lac 1.64 Lac	9.04 Lac 21.29 Lac 6.13 Lac 1.64 Lac		
		Varanasi Ring Casilok Ragar Cooliy Shivpur Indrapur Koliahawa marg modernization Varanasi Ring Road Phase-2 Package-1 Varanasi Ring Road Phase-2 Package-2								3.27 Lac 8.18 Lac 16.37 Lac	3.27 Lac 8.18 Lac 16.37 Lac		
										405.67 Cr.	405.67 Cr.		
RD1.11	Improvement of infrastructure for decongestion of road.	VNN carryes out regular campaign to remove encrotchment on roads,prohibit un-authoried parking on regular bases.	ongoing	ongoing regular basis.	3month extended due to COVID-19	31st March 2022	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
RD1.12	Designing and Construction of environment friendly roads	VNN built 10 roads using plastic	10 Roads	Completed	No	Completed	List	Yes	List of Roads. Annex- RD-6	Not Required	Not Required	Not Required	Not Required
RD1.14	Identify road stretches with high dust generation	Roads with high dust generation potential identified	Completed	Oct-20	No	Oct-20	Number	Yes	Dust load study report. Annex-RD-3	Rs. 1 Lac	Rs. 1 Lac	Rs. 1 Lac	Not required
RD1.16	All the canals/nullah's side roads should be brick lined. Proper plantation also carried out.	No canals are there in Varanasi City	0	360 days (Dec- 2020 with 04 months grace period due to COVID-19 pandemic situation)	No	0	Nil	No	Nil	Not Required	Not Required	Not Required	Not Required
RD2	Creation of green cover												
RD2.2	Creation of green buffers along the traffic corridors and their maintenance	Plantation done in year 2020:- 156550 plantations (including 37500 on Miyawaki Technique) done by Forest Department. In addition 62150 plantations done by Nagar Nigam. Plantation Proposed in year 2021:- Total 66850 plantations (including 46500 on Miyawaki Technique) to be done by Forest Deptt. In addition, 69600 plantation to be done by Nagar Nigam . In 151 Places 57998 Plants planted	136450 Plants are 426 Ha.area Covered & Green area covered atleast 35%	90 days (Oct- 2019)	Yes, as it is a regular activity	136450 Plants are 426 Ha.area Covered & Green area covered atleast 35%	Number	Yes	Site details of plantation inside the City. Annex-RD-7	Not Required	Not Required	Not Required	Not Required
RD2.3	Necessary changes in byelaws- Greening of open areas, gardens, community places, schools and housing societies	Housing & Urban Planning Department, Uttar Pradesh has made necessary provisions in the Byelaws for plantation in open areas, housing societies etc.	Change in Byelaws	90 days (Oct- 2019)	Yes, Completed	Change in Byelaws, Completed	Notification	Yes	Copy of the Notification. <u>Annex-</u> <u>RD-8</u>	Not Required	Not Required	Not Required	Not Required
RD2.5	Builders should leave 25%/33% area for green belt in residential colonies to be made mandatory.	Mandatory condition has been imposed in Environment Clearance & Consent to Establish	Completed	Completed	No	Completed	-	No	Nil	Not Required	Not Required	Not Required	Not Required
RD2.7	Implementation of maintaining at least 33% forest cover area in the city in master plan.	Plantation done in year 2020:- 156550 plantations (including 37500 on Miyawaki Technique) done by Forest Department. In addition 62150 plantations done by Nagar Nigam. Plantation Proposed in year 2021:- Total 66850 plantations (including 46500 on Miyawaki Technique) to be done by Forest Deptt. In addition, 69600 plantation to be done by Nagar Nigam . 151 Places 57989 Plants planted and Miyawaki Forestry work location is being identified.	136450 Plants in Year 2021- 2022(1780655)	180 Days (June-2020 including the grace period of COVID-19 pandemic situation)	Yes	136450 Plants in Year 2021- 2022(1780655)	Number	Yes	List of plantation. Annex-RD-7.	Not Required	Not Required	Not Required	Not Required
RD 4.2	Assessment of traffic congestion hotspots in NACs by one week observation in Google Map Navigation Tool	Identification of Traffic congestion hotspots completed	Completed	Completed	No	Completed	Study	Yes	List of traffic congestion hotspots. <u>Annex-RD-9</u>	Not Required	Not Required	Not Required	Not required

RD1	Road dust	Present status	Target	Target Date	Deviation from Approved Action Plan	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
RD 4.3		Directions have been issued u/s 31A of Air Act 1981 for preparation & implementation of Traffic Decongestion Plan	Completed	Completed	No	Completed	Direction	Yes	Copy of the directions. Annex-RD-10	Not Required	Not Required	Not Required	Not Required
C&D1	Construction Activities												
C&D1.1	Ensure transportation of construction materials in covered vehicles	Transporation of construction material in covered vehicles is strictly followed. 315 Vehicles are covered Transportation of construction material.	Ongoing Activity	Regular Activity	No	Ongoing	Number	Yes	Vehicle list Enclosed. Annex-CD-1.	Not Required	Not Required	Not Required	Not Required
C&D1.2	Strict enforcement of CPCB guidelines for construction (use of green screens, side covering of digging sites, etc.)	LUPPCB has launched dustapp www.upecp.in/dustapp for the purpose of dust control self audit and a public notice was issued u/s 31 A of Air act in the newspaper dated 23.09.2020 and through e-advertisement for the same 2. The app is functional since October 2020 and 06 construction projects have submitted online self dust control audit assessment online 3.UPPCB ha also taken initiative for installation of PTZ cameras at all the major construction sites with open access to the UPPCB server. Till now, 6 Constructions project identified. One construction site project closed and other 5 constructions site have not been installed PTZ camera. Notice sent to all construction projects for installation of PTZ camera. 4.Geotagging of C& D Waste alongside the roads, streets & in open piots by Physical verification is being done while collecting dust samples from major roads and streets. All 31 designated CAb waste Sites are GIS mapped	Ongoing activity	Regular activity	No	Ongoing	Number	No	Nil	Not required	Not required	Not required	Not required
C&D1.3	Restriction on storage of construction materials along the road.	Restriction on storage of construction materials along the road is strictly enforced. Construction sites are being covered by green mesh curtain to control dust emission. Varanasi Municipal Corporation & Varanasi Development Authority impose fine on defaulters	Ongoing activity	Regular activity	No	Ongoing	Number	Yes	As given in Present Status	Not required	Not required	Not required	Not required
C&D1.4	Covering of construction site.	Restriction on storage of construction materials along the road is strictly enforced. Construction sites are being covered by green mesh curian to control dust emission. Varanasi Municipal Corporation & Varanasi Development Authority impose fine on defaulters. No. of Construction sites- 1 Development and Beautification of Nadesar Pond 2 Development and Beautification of Chitaipur Pond 3 Development and Beautification of Chitaipur Pond 4 Development and Beautification of Chitaipur Pond 5 Urban Revitalization of road and Junction Improvement project in ABD Area in Beniya 6 Redevelopment of park and Parking at Beniyabagh 7 Development of Smart Schoo & Skill Development center at macchodari School 8 Redevelopment Ward of Old Kashi Dashaswamedh 9 Ghat Revitalization and Façade restoration 10 Re-Development Ward of Old Kashi Jangambadi 11 Proposed Tourist Facility and Market Complex at Dashaswamedh 13 Redevelopment of Mard Old Kashi Gadwasi Tola 14 Redevelopment Mard of Old Kashi Gadwasi Tola 14 Redevelopment of Midkigahat 15 Construction of Mutlievel Parking near Kacehari 16 Telephone Colony Chittupur Road Construction 17 Shiuprashad Gupta Road Construction work at Samne Ghat	Ongoing Activity	Regular Activity	No	Completed	Number	Yes	As given in Present Status	Not required	Not required	Not required	Not required

RD1	Road dust	Present status	Target	Target Date	Deviation	Annual Target	Field type	Attachment	Attachment content		Funds	Funds Utilized	
					from Approved Action Plan					Allocated	released		Funds Required
C&D1.5	Covering of construction site.	Restriction on storage of construction materials along the road is strictly enforced. Construction sites are being covered by green mesh curtain to control dust emission. Varanasi Municipal Corporation & Varanasi Development Authority impose fine on defaulters. No. of Construction sites 1 Development and Beautification of Nadesar Pond 2 Development and Beautification of Chitaipur Pond 3 Development and Beautification of Chitaipur Pond 4 Development and Beautification of Chitaipur Pond 5 Urban Revitalization of road and Junction Improvement project in ABD Area in Beniya 6 Redevelopment of Smart Schoo & Skill Development center at macchodari School 9 Ghat Revitalization and Façade restoration 10 Re-Development Ward of Old Kashi Dashaswamedh 11 Proposed Tourist Facility and Market Complex at Dashaswamedh 12 Beautification of Street Pedestrian and Footpath Form Gowdowlia to Dashawamedh 13 Redevelopment Ward of Old Kashi Gadwasi Tola 14 Redevelopment Ward of Old Kashi Gadwasi Tola 14 Redevelopment Ward of Old Kashi Gadwasi Tola 15 Construction of Multilevel Parking near Kacehari 16 Colephone Colony Chittupur Road Construction 17 Shivprashad Gupta Road Construction work at Samne Ghat	Ongoing Activity	Regular Activity	No	Completed	Number	Yes	As given in Present Status	Not required	Not required	Not required	Not required
C&D1.6	To mandate facility of tar road inside the construction site for movement of vehicles carrying construction material	Condition is imposed in the CTE for provision of Tar Roads in order to control air pollution. Mandated facility of tar road inside the construction site for movement of vehicles carrying construction material is strictly monitored for compliance	Ongoing Activity	Regular Activity	No	Completed	Number	Yes	As given in Present Status	Not required	Not required	Not required	Not required
C&D1.8	Enforcement of Construction and Demolition Waste Rules	Estimated C&D Waste generation in Varanasi is 155 TPD (based upon the principle laid down in CPCB guidelines for C&D Waste. C&D Waste Processing Facility of 200 TPD is under installation in Ramana, Varanasi. Expected commissioning in Aug-2021. Construction and Demolition Waste Rules have been Publicly notified and strictly enforced by Urban development and development Authorities.	C&D Waste Facility	Aug-21	No	Commissioning of C&D Waste Facility in Aug- 2021	Number	Yes	Agreement enclosed <u>Annex-CD-3</u>	Rs. 10 Cr.	Rs. 10 Cr.	Rs. 9 Cr.	Not required
C&D1.12	Frame and implement policy for segregation of construction and demolition waste and provide a network of decentralized C&D waste segregation and collection sites across the city.	VNN implemented policy for segregation of construction and demolition waste and decentralized C&D waste segregation and collection 31 designated sites Site details attached . C&D Waste Collected on Daily Basis	Ongoing Activity 31 Collection Centres established at strategic locations within the City. Total C&D Waste Generated/Target s for Collection and Processing (20-30 MT/Day)	Regular Activity	No	31 Collection Centres established at strategic locations within the City. Total C&D Waste Generated/Target s for Collection and Processing (20-30 MT/Day)	Number	Yes	Details Enclosed. <u>Annex-CD-2.</u>	Not Required	Not Required	Not Required	Not Required
C&D1.13	Promote recycling of construction and demolition waste.	Construction & Demolition Rules 2016 have been enforced in Varanasi. C&D Waste Processing Facility of 200 TPD is under installation in Ramana, Varanasi. Expected Commissioning Aug-2021	Commissioning of C&D Facility	Aug-21	No	Commissioning of C&D Facility Aug- 2021	Number	Yes	Agreement Enclosed_ Annex-CD-3.	Rs. 10 Cr.	Rs. 10 Cr.	Rs. 9 Cr.	Not required

				VEHICLES									
VE1	Improve and strengthen PUC programme	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachm ent	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
VE1.1	Number of PUC centers in the city	91 Online PUC Centres established	91	180 days (June-2020 including the grace period of COVID-19 pandemic situation)	No	Ongoing	Number	Yes	List of PUC Centres. <u>Annex-</u> <u>VE-1.</u>	Not required	Not required	Not required	Not required
VE1.2	Regular checking of Vehicular emission and issue of Pollution under Control Certificate (PUC)	Checking of vehicular emission implemented. Total 1,36,713 PUCs issued during FY 2020-21. Total of 4593 PUCs have been issued during the April-21 to June 2021	Regular Activity	180 days (June-2020 including the grace period of COVID-19 pandemic situation)	No	Ongoing	Number	No	Nil	Not required	Not required	Not required	Not required
VE1.4	linking of PUC centres with remote server and eliminate manual intervention in PUC testing.	linked with VAHAN4.0 Portal	Linking of PUC Centres with Remot Server	181 days (June-2020 including the grace period of COVID-19 pandemic situation)	No	Ongoing	Number	No	Nil	Not required	Not required	Not required	Not required
VE3	Freight transport												
VE3.4	Check overloading: Use weigh-in-motion bridges / machines (WIM) and Weigh bridges at entry points to the city to check the payload of commercial vehicles. As per the CMVR, a penalty of 10 times the applicable rate for overloaded vehicles is applicable.	This equipement installed at Daffi Toll Plaza at National Highway NH-2 Varanasi - Aurangabad Section and also Transport Dept ensures regular checking activities	1	180 days (June-2020 including the grace period of COVID-19 pandemic situation)	No	Completed	Number	No	Nil	Not required	Not required	Not required	Not required
VE4	Clean fuel and fuel Quality												
VE4.1		 Review meeting of Sales Managers of different oil companies with Supply Department is organized. For the quality control of oil at the level of different oil companies, routine monitoring and sampling is carried out at Diesel/Petrol outlets. Sharing of monitoring report from the oil company with officers of supply department is requested Filter papers are available at the retail outlet for the filter paper test. Dispensing unit of pouted pulsar unit is applied at newly established retail outlets of different oil companies. Total 38 outlets of BPCL, 90 outlets of IOCL, 29 Outlets of Reliance are regularly monitored for fuel quality and no default has been found. 	Ongoing Activity	Ongoing Activity	No	Regular Activity	Number	Yes	As detailed in present status	Not required	Not required	Not required	Not required
VE4.2	Alternative clean fuel policy for vehicle	Alternative Fuel Like- LPG & CNG are available in Varanasi	Ongoing Activity	30 days (Sept- 2019)	No	Regular Activity	Number	Yes	Details of LPG/CNG. Annex-VE-2.	Not required	Not required	Not required	Not required

VE1	Improve and strengthen PUC programme	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachm ent	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
VE5	Parking Management												
VE5.1	Prevent parking of vehicles in the non-designated areas	Restriction on parking of vehicles in the non-designated areas. Regular action taken by VNN against defaulter vehicles.	Regular Activity	Regular Activity	No	Ongoing	Number	Yes	As detailed in present status	Not required	Not required	Not required	Not required
VE5.2		 (a) Under VSCL 2 wheeler Multi level parking at godolia amounting 21.17 Cr target date June 2021. (b) At Townhall Two wheeler & 4 wheeler Multi layer under ground parking costing of Rs. 23.31 Cr. completed at dated Sept 2021 (c) two wheelar & 4 wheeler Multilevel parking at Beniya bag costing of Rs. 90.42 Cr completed Nov 2021. (d) Multilevel parking near kacehari is under progress carried by Awas Vikas Varanasi. 	(a) June21 (b) Sep21 (c) Nov21	360 days (Dec- 2020 including the grace period of COVID-19 pandemic situation)	Yes - Nov- 2021	2 wheeler Multi level parking at godolia Completed and rest project are under construction	Number	Yes	As detailed in present status	Rs 21.17 Cr. Rs 23.31 Cr. Rs 90.42 Cr.	Rs 21.17 Cr. Rs 17.64 Rs 46.36	Cr.	Not required Not required Not required
VE5.3	Penalise parking of vehicles in non designated areas	Being enforced by VNN Pravartan Dal on regular basis in cooperation with Traffic Police and strict supervision of Parking Contractors. Regular action against defaulter vehicles is taken by VNN. Total.63557 Fine of Rs. 3,17,785.00 has been imposed from April 2020 to June 2021.	Regular activity	Regular activity	No	Ongoing	Number	Yes	As detailed in present status	Not required	Not required	Not required	Not required
VE6	Strengthening of Public Transportation												
VE6.5	Introduction of new electric buses (with proper infrastructure facilities such as charging stations) and CNG buses for public transport which will reduce plying of private vehicles on road and help to curb tail-pipe emissions.	100 Electric buses have been alloted for Varanasi City for public transport. The site for charging station development work is under progress excuted by C&DS. Funding from Varanasi Smart City Limited.	100 Electric Buses	360 days (Dec- 2020 including the grace period of COVID-19 pandemic situation)	2021	100 Electric Buses	Number	No	Nil	Rs. 12.30 Cr.	Rs. 5.95 Cr.	Rs. 5.05 Cr.	Not required
VE6.7	Steps for promoting battery operated vehicles like Erickshaw/ECart	There are 8559 e-rickshaw as on 14-12- 20 (Battery operated) registered in the city.	Plying of e- rickshaw	120 days (April-2020)	No	Completed	Number	No	Nil	Not required	Not required	Not required	Not required
VE7.	Traffic Congestion												
VE7.2		ICT and e-Governance interventions which majorly include Command and Control Centre, Data Centre, ITMS, Surveillance through CCTV and Video analytics, Smart Parking Management, Solid Waste Management, Smart Street Lighting, Environment Monitoring, etc. ITMS is to be installed at 61 intersection.	ITMS at 61 intersection s	180 days (June-2020 including the grace period of COVID-19 pandemic situation)	Yes, Fresh Project to be Awarded for ITMS	ITMS at 61 intersections	Number	No	Nil	Rs. 173.54 cr. (http://nnvn s.org/userfil es/Smart- City-Project- Overview.pd f)	Nil	Nil	Nil

VE1	Improve and strengthen PUC programme	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachm ent	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
	Assessment of traffic congestion hotspots in NACs by one week observation in Google Map Navigation Tool	Following traffic congestion hotspot have been identified in Varanasi: 1) Cantt Raiway Station 2) City Raiway Station 3) ManduadihRaiway Station 4) Cantt Bus Station 5) PiliKothi Bus Station 6) KachehariChauraha 7) SarnathChauraha 8) ChaukaghatChauraha 9) MaldahiyaChauraha 10) AndharapullChauraha 10) AndharapullChauraha 11) LahartaraChauraha 13) ChandpurChauraha 13) ChandpurChauraha 14) MaidaginChauraha 15) Visheshwarganj Chauraha 16) Vishwanath Temple 17) KalBhairav Temple 18) GodauliyaChauraha 20) RathYatraChauraha 20) RathYatraChauraha 21) Trauma Centre, BHU, Varanasi 22) RamnagarChauk 23) ParavChauraha 24) TengraMortChauraha 25) KajjakpuraChauraha 25) KajjakpuraChauraha 26) Sankatmochan Temple 28) Laxa Road 29) BeniabagChauraha 30) Pt. Madan Mohan MalviyaChauraha, BHU, Varanasi	Identificatio n of traffic congestion hotspots	Completed	No	Completed	Number	Yes	As detailed in present status	Not required	Not required	Not required	Not required
	Issue of direction u/s 31A of Air Act to SP Traffic for preparation & implementation of Interim Traffic Decongestion Plan	Issued direction u/s 31A of Air Act to SP Traffic for preparation & implementation of Interim Traffic Decongestion Plan	1	Completed	No	Completed	Number	Yes	Copy of directions. Annex-VE-3.	Not required	Not required	Not required	Not required
	Prepare plan for widening of road and improvement of infrastructure for decongestion of road.	 (a) Under VSCL Urban Revitilization, improvment of 9 Crossing's and street parking is under progress. Completion date is December 2021. Expected budget Rs. 93.6 Cr. (b) Under VSCL for removing congestion and provide sfety to pedestrian, 21 Junction works under progress amouting Rs. 60.00 Lakhs. Expected completion April 2021. (c) VNN has taken prominent 16 roads for widening and improvement of the road amounting to Rs. 9.00 Cr. (d) 3 Nos of parking Station under Construction i.e Godolia, TownHall, 	9 Crossings, 21 Junction works and 16 roads and 3 parking Station 147 km length	90 days (Nov- 2019)	Yes, Dec-21	9 Crossings, 21 Junction works and 16 roads 147 Km length	Number	Yes	As detailed in present status on Point RD 1.10	Cr.		Cr	Not required
VE8	Launch Public awareness campaign for air pollution control, vehicle maintenance, minimizing use of personal vehicle, lane discipline, etc.	From Quarterly basis, Department conduct campaigns of Road Saftey Programs on district level for public awareness	Ongoing Activity	Regular activity	No	Ongoing	Number	No	Nil	Rs.1.50 Lacs	Rs.1.50 Lacs	Rs.1.50 Lacs	Not required

VE1	Improve and strengthen PUC programme	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachm ent	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
	Enforcement of law against visibly polluting vehicles: remove them from road, impose penalty, and launch extensive awareness drive against polluting vehicles.	Regular drive against polluting vehicles is carried out. During FY 2020-21, total 193 vehicle have been challaned. Transport Department- Vehicle checked- 20600 Control Certificate issued- 4593 Number of Challans againts Non- complied vehicles-12	Ongoing Activity	Regular activity	No	Ongoing	Number	Yes	As detailed in present status	Not required	Not required	Not required	Not required
VE12.1	Introducing cycle tracks along with the roads	Cycle tracks along with the roads planned 8 junctions and 10.5 km of roads Under reitalization of roads and junction improvement projects in ABD area Phase -1 (lahurabeer Crossing, maidagin crossing, Godolia crossings, Sonarpura crossings, Rathyatra Crossings, sigra crossings Sajan tiraha, Bhelupur crossings)	Cycle Track	360 days (Dec- 2020 including the grace period of COVID-19 pandemic situation)		As per Varanasi Smart City Project	Length of Cycle Track in Km.	No	Nil	Rs. 93.60 Cr	Rs. 93.60 Cr	Nil	Not required

				INDUSTRI	ES								
IP1	Industrial air pollution control	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attach ment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
IP1.1	To indentify monitoring of industries to reduce of emission by the industries.	Air Pollution Control Systems installed in all 25 identified Small Scale Industries. Regular monitoring being done.	Compliance in 25 number units	Ongoing enforcement activity	No	Completed	Number	Yes	List of identified industries. Annex-IP-1.	Not required	Not required	Not required	Not required
IP1.2	Action against non-complying industrial units	23 Electroplating (Water Polluting Industries) unit are closed by Board	Regular Activity	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	No	Completed	Number	Yes	List of 23 industries. Annex-IP-2.	Not required	Not required	Not required	Not required
IP1.3	Shifting of Polluting Industries	Regular enforcement activity	Regular Activity	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.4	Ban on Polluting Industries	No Highly pollutiing industry is operational in Varanasi City at present Units not allowed in non	Regular Activity	Ongoing activity	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.5	Random auditing for Air pollution measures and Online reporting systems in the industries	No Highly pollutiing industry is operational in Varanasi City at present.	Regular Activity	Ongoing activity	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.7	Identification of air polluting industries and their regular monitoring including use of designated fuel	Approximate 25 small scale industries are operational with APCS in Varanasi City. Only designated fuel permitted.	Regular Activity	Ongoing activity	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.10	Ensuring installation/Up-gradation and operation of air pollution control devices in industries	All the small scale industries operational have installed Air Pollution Control Devices to control air pollution.	Regular Activity	180 days (June 2020 including 4 months grace due to Covid 19 pandemic)	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.11	Action/closure against defaulting/unauthorized industrial units.	23 Electroplating (Water Polluting Industries) unit are closed by Board	Regular Activity	Ongoing activity	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required

IP1	Industrial air pollution control	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attach ment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
IP1.13	Disposal of all non-hazardous wastes into the designated dumping sites	Non hazardous waste disposal as per SWM Rules 2016. Total Non- Hazardous Waste Generated (12 to 15 MT/Day) and Non- Hazardous Waste Collected (600 to 650 MT/Day)	5 ,	Ongoing activity	No	Completed Total Non- Hazardous Waste Generated (12 to 15 MT/Day) and Non- Hazardous Waste Collected (600 to 650 MT/Day)	Number	No	Not required.	Not required	Not required	Not required	Not required
IP1.26	Bank guarantee should be taken for the compliance of conditions imposed in CTO/CTE for control of Environmental Pollution from industries.	Bank Guarantee being taken for compliance of conditions imposed in Consent to Establish. Regular compliance	Regular Activity	60 days (Oct 2019)	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP3	OCEMS in Industries												
IP3.2	Implement Continuous Emission Monitoring System (CEMS) across all targeted and applicable polluting industry	No major air polluting unit is operational in the city.	Regular Activity	60 days (Oct 2019)	No	Completed	Number	No	Not required.	Not required		Not required	Not required
IP3.3	Development of mobile facility/van for continuous ambient air quality monitoring for different localities.	None	Mobile Van	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	Yes 01 year after sanction of activity.	N/A One year after sanction of activity	Number	No	Not required.	Nil	Nil	Nil	NA
IP3.4	Live camera feed and to take action against non- complying industrial units	No major air polluting unit is operational in the city.	Regular Activity	60 days (Oct 2019)	No	Completed	Number	No	Not required.	Not required	Not required	Not required	Not required
IP5	Control of air pollution from Brick kilns												
IP5.1	Adapting new technologies for Brick kilns	25 Brick kilns have converted to zig zagtechnology	New Technology in Brick kilns	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	No. Activity initiated. Regular enforcement activity.	Regular Activity	Number	No	Not required.	Not required	Not required	Not required	Not required
IP5.2	identification of brick kilns and their regular monitoring including use of designated fuel and closure of unauthorized units.	Regular monitoring being done for compliance and enforcement. Only designated fuel permitted. Action taken against defaulters- Notices issued- 189 Closure order- 85 Prosecution - 03	Compliance in Brick kilns	60 days (Oct 2019)	No	Ongoing	Number	No	Not required.	Not required	Not required	Not required	Not required

IP1	Industrial air pollution control	Present Status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attach ment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
	Conversion of natural draft brick kilns to Force/ induced draft.	25 Brick kilns have converted to zig zagtechnology	Compliance in Brick kilns	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	No	Ongoing	Number	No	Not required.	Not required		Not required	Not required
	Closure of unauthorized units by seeking the possibility for shifting of kilns outside corporation limits		Compliance in Brick kilns	360 days (Dec 2020 including 4 months grace period due to Covid 19 pandemic)	No	Ongoing	Number	No	Not required.	Not required		Not required	Not required
IP11	Control of air pollution from generator sets												
	Monitoring of DG sets and action against violations. Fine should be imposed on defaulters.	Regular monitoring on D.G Sets being done to ensure compliance as per E.P.Rules.		30 days (Sept 2019)	No	Regular activity	Number	No	Not required.	Not required		Not required	Not required

		WA	STE ANI	D BIOMAS	S- DUMPING AN	D BURNING	G						
BB1	Biomass Burning	Present status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
BB1.1	Regular check and control of burning of municipal solid wastes	The specialized 12 member monitoring team of VNN," PRAVARTAN DAL" conducts regular inspection to prevent violation of burning ban.	No burning of MSW	90 days (Nov-2019)	No, Regular Enforcement Activity	Regular Activity. Dedicated Pravartan Dal conduct regular inspections	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.2	Defaulters for open burning to be imposed fines	Since January 2020, total 75 violators have been penalised and a sum of Rs. 85,000.00 has been imposed and collected	Regular Activity	90 days (Nov-2019)	No, Regular Enforcement Activity	Regular Activity	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.3	Identify Garbage burning locations and	Strict enforcement being ensured that no garbage burning take place. No locations found where open burning of garbage takes place currently.	Regular Activity	90 days (Nov-2019)	No, Regular Enforcement Activity	Regular Activity	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.4	Prohibition/complete ban on garbage burning.	Public notification has been issued every year since 2016.	Regular Activity	180 Days (June- 2020 including the grace period of COVID-19 pandemic	No	Completed. Complete ban imposed and monitored regularly	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.5	Launch extensive drive against open burning of bio-mass, crop residue, garbage, leaves, etc.	Extensive drive against open burning of Bio- mass, garbage and leaves etc is being done regularly through strict monitoring by VNN Pravartan Dal and also through intensive ward wise IEC activities	Regular Activity	90 days (Nov-2019)	No	Completed	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.6	Construction of advanced waste management Site.	VNN has an advanced functioning waste management site at the 600 tpd Karsada Waste to Compost Plant located at Karsada and in operation since 2016. Daily more than 600 tons of municipal solid waste are processed and converted into compost and refuse derived fuel.	100% SW disposal	180 Days (June- 2020 including the grace period of COVID-19 pandemic	No	Completed	Number	Yes	Description of solid waste disposal facility. <u>Annex-WB-1.</u>	Not Required	Not Required	Not Required	Not Required
BB1.7	Regular collection and control of municipal solid wastes.	Regular door to door collection of waste is being carried out daily in 40wards by VNN and in balance 55 wards by M/S Varanasi Waste Solution. All roadside dustbins by the side of main roads and in commercial, Public and Tourist areas are being emptied daily by VNN and M/s. Varanasi Waste Solutions in their respective wards mertioned above	Regular Activity	180 Days (June- 2020 including the grace period of COVID-19 pandemic	No	Completed	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.8	Providing Organic Waste Compost machines , decentralization of processing of Waste, dry waste collection centers.	VNN is coordinating with sellers of Orgainc waste compost machines and Bulk waste generators for their purchase and installation by BWGs in their premises for processing of waste. O3decentralised waste processing plants, each of 5 TPD capacity are functional at Bhelupur, Adampur and Pahadiya. 02 dry waste collection centres at Bhawaniya Pokhri, Bhelupur and at Ashapur are functioning since January 2020. Till date approximately 400 tons of dry waste has been collected from rag pickers and sold to regyclers. A sum of Rs. 56 lacs has been paid to rag pickers and revenue of Rs. 86 lacs has been earned from sales to recyclers.	100% waste disposal	90 days (Nov-2019)	No	Completed	Number	No	Nil	Rs. 56 lacs	Rs. 56 lacs	Rs. 56 lacs	Not Required
BB1.9	Awareness for controlling of burning of agricultural waste and crop residues.	Action plan for awareness generation & IEC Activities on crop residue management has been prepared by Agriculture Department for awareness on burning of crop residue.	Regular Activity	Regular Activity	No	Completed	Number	Yes	Action plan on crop residue management for IEC Activities. <u>Annex-WB-2.</u>	Not Required	Not Required	Not Required	Not Required

BB1	Biomass Burning	Present status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
BB1.10	No plot should be left open more than 02 years and planting of trees must be mandatory on vacant plots.	VNN has been planting trees on all its vacant plots. All the plots which have been left open for more than 02 years are being monitored by Nagar Nigam for plantation of trees on such plots.	Regular Activity	90 days (Nov-2019)	No	Regular Activity	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB1.11	Dead Bodies of Animals should be disposed through proper treatment facility like rendering plant etc	Carcass Processing Plant Under Construction at Ramana cost of Rs. 4.96 Cr	01 Carcass Plant	360 days (Dec-2020 with 04 months grace period due to COVID- 19 pandemic situation)	Yes, Aug-2021	01 Carcass Processing Plant	Number	Yes	Details of Carcass Plant. Annex-WB-3.	Rs. 4.96 Cr	Rs. 4.96 Cr	Not Required	Not Required
BB 1.12	Door to Door collection of segregated waste by agency and then its disposal directly in plant without dumping it on land.	Door to Door Waste Collection is ongoing regularly in all 90 Wards and transported directly to Processing Plants. Segregation is done at Transfer Station/Dhalaos and Processing Plants. Efforts are ongoing to get public to cooperate in Door to Door Segregated Waste colletion.	100% Household Disposal site 1	90 days (Nov-2019)	No	100% Household Disposal site 1	Number	No	Processing plant details enclosed. <u>Annex-WB-1</u>	Rs. 420 Crore (For 07 years, Yr 2020 to 2026) @ Rs. 5 Cr./Month	Rs. 30 Cr. From Oct 2020 to March 2021	Rs. 30 Cr. From Oct 2020 to March 2021	Not Required
BB2	Ensure segregation of waste at source	Total segregated collection is ongoing in 50 wards under M/s.Varanasi Waste Sollutions while in 40wards it is being partially done by VNN. In all wards intense IEC is being carried out to get public cooperation to give waste in segregated form	100% Segregatio n	90 days (Nov-2019)	No	Segregation of waste	Number	No	details enclosed. <u>Annex-WB-1</u>	Rs. 420 Crore (For 07 years, Yr 2020 to 2026) @ Rs. 5 Cr./Month	Rs. 30 Cr. From Oct 2020 to March 2021	Rs. 30 Cr. From Oct 2020 to March 2021	Not Required
BB3	Proper collection of Horticulture waste and its disposal following composting-cumgardening approach	Proper collection of Horticulture waste and its disposal following composting-cum-gardening approach is being practiced in all of the VNN's municipal parks while solid waste of city is being processed at Karsada Waste to compost plant into compost	Number of Parks- 160	90 days (Nov-2019)	No	Number of Parks-160 - Completed	Number	Yes	List of Parks enclosed. Annex-WB-4.	Not Required	Not Required	Not Required	Not Required
BB4	Recycling plants for dry waste.	Two dry waste collection centres at Bhawaniya Pokhri, Bhelupur and at Ashapur are functioning since January 2020. Till date some 400 tons of dry waste has been collected from rag pickers and sold to recyclers. A sum of Rs.56,00,000.00 has been paid to rag pickers and revenue of Rs.86,00,000.00 has been earned from sales to recyclers.	Regular Activity	180 Days (June- 2020 including the grace period of COVID-19 pandemic	No	Regular Activity	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB5	Ambient air quality monitoring of municipal dumping sites and parks	Sensor based 15 Air Quality Monitoring Stations installed by Nagar Nigam in City including parks under smart city. 05 manual and 01 CAAQMS installed by UPPCB. No dumping site in existence.	Regular Activity	90 days (Nov-2019)	No	Completed	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
BB6	Check/stop on Stubble Burning	3 fire incidents have been reported by the agriculture department, out of which action was taken on 01 defaulter.	Zero stubble burning	180 Days (June- 2020 including the grace period of COVID-19 pandemic situation)	Νο	Regular Activity	Number	Yes	Comprehensive Action Plan for Crop Residue Burning prepared by Agri Deptt. <u>Annex-WB-5</u>	As per action Plan	As per action Plan	As per action Plan	Not Required
BB10	Landfill fire												
		VNN has one functioning and operational Scientific landfill site within the premises of Karsada Waste to Compost Plant at Karsada which is scientifically managed and constantly monitored by the management team of the Plant M/s. Excel Industries under regular supervision of VNN Engineering Department.	Regular Activity	Regular Activity	No	Completed	Number	No	Nil	Not Required		Not Required	Not Required
BB10.2	Adopt roadmap for zero landfill policy to promote decentralized waste segregation, reuse and recycling	Roadmap for zero landfill policy to promote decentralized waste segregation, reuse and recycling had been adopted by VNN since 2016 and currently promoting on site processing via IEC and to follow the SRprinciple.	Regular Activity	Regular Activity	No	Completed	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
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BB1	Biomass Burning	Present status	Target	Target Date	Deviation from Approved Action Plan Target	Annual Target	Field type	Attachment	Attachment content	Total Funds Allocated	Funds released	Funds Utilized	Additional Funds Required
BB11	Fire crackers—regulate to control their usage	As per Hon'ble Supreme Court's directions sale of fire crackers was banned in Varanasi city during Diwali festival	Regular Activity	Regular Activity	No	Completed	Number	No	Nil	Not Required	Not Required	Not Required	Not Required
DF1	Domestic Fuel												
DF1.1	Increasing the LPG connections in low income strata.	 Number of household gas fuel connection issued by gas distributors in district: 820463 Number of commercial gas fuel connection issued by gas distributors in district: 5165 Number of PNG connections as household fuel issued by GAIL: 5194 Amount of fuel gas in vehicles sold out through 08 CNG outlet: 20000-50000 Kg Company has distributed 32 kms of PNG line and the process of covering further area is being carried out. 	Regular Activity	30 days (Sept- 2023)	No	Completed	Number	No	Nil	34500 Lac	34500 Lac	Not Required	Not Required

AIR QUALITY DATA

Action Code	Action Point	Field type	Attachment	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Attachment Contents
AQ1.1	Monthly averages for PM2.5 (In ug/m3)	Number (12)	-	126.00	107.00	91.00	76.00	44.00	30.00	-
AQ1.2	Monthly averages for PM10 (In ug/m3)	Number (12)	_	251(4 days avg)	Maint.	244(19 days avg)	231.00	114.00	98.00	-
AQ1.3	Monthly averages for SO2 (In µg/m3)	Number (12)	-	Maint.	Maint.	4.7(15 days avg)	9.50	8.40	8.10	-
AQ1.4	Monthly averages for NO2 (In µg/m3)	Number (12)	-	35.70	36.40	32.00	33.20	13.6(7 day avg)	Maint.	-
AQ1.5	Annual averages for PM2.5 (In ug/m3)	Number (1)	_			79	.00	·		-
AQ1.6	Annual averages for PM10 (In ug/m3)	Number (1)	-			187	7.60			-
AQ1.7	Annual averages for SO2 (In µg/m3)	Number (1)	-			7.	68			-
AQ1.8	Annual averages for NO2 (In ug/m3)	Number (1)	-			30	.18			_
AQ1.9	Monthly Meterological Data									-

			Meteoro	ological Dat	ta		
Parameter	WS	WD	AT	RH	BP	SR	RF
Month	m/s	Deg	°C	%	mmHg	W/m ²	mm
Jan-21	0.99	204.00	15.00	75.00	738.00	56.00	0.00
Feb-21	0.93	203.00	21.00	61.00	738.00	88.00	0.00
Mar-21	1.20	206.00	29.00	50.00	741.00	110.00	0.00
Apr-21	1.58	200.00	34.00	39.00	743.00	134.00	0.00
May-21	1.85	213.00	32.00	62.00	746.00	114.00	84.00
Jun-21	0.66	218.00	31.00	73.00	750.00	104.00	25.50
Avg.	1.20	207.33	27.00	60.00	742.67	101.00	18.25



ANNEXURES



25

MICROLEVEL PLANNINGOF CITY ACTION PLAN-VARANASI

DEPARTMENT NAME: UTTAR PRADESH POLLUTION CONTROL BOARD

Air quality monitoring network

Action point	Time Target	Implementation agencies
Air Quality Index to be calculated and disseminated to the people through website and other media (on maximum fortnightly basis for manually operated monitoring stations and real time basis for continuous monitoring stations	15 days and thereafter as regular activity	UPPCB

Micro level planning

Project	Details of work		Target	Total Proj	Project	Source	Funds released	Additional	Officer responsible	;
name			reduction	Cost (In Lacs)	timeline	of funding		fund requirement	Project implementation	Project review
Installation of CAAQMS in Varanasi city	installed in Va City Varanasi Locations deta 1. Departmen 2.Govt. Queen Chetganj, Var	t of Environment, BHU ns College, Maldahia, anasi Department (Varanasi	Low	Rs. 360 lacs (CapEx) Rs. 300 lacs (OpEx for 1 st year) = Rs. 60 lacs Total Rs. 360 lacs	March 21	NCAP	Rs. 340.2 lacs (NCAP)	Rs. 19.8 Lacs (fund yet to be released from CPCB from the sanctioned grant)	Chief Environment Officer (Laboratory) UPPCB	Member Secretary, UPPCB

Timelines for the project – Installation of CAAQMS in Varanasi

Activity	Sub-activity	Timeline)						Remarks
-		Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	March 21	
Prebidding stage	Preparation of tender document								The project is being retendered
Bidding	Calling of bids& its approval								completed
stage	Release of work order								completed
Project	Procurement of CAAQMS								completed
execution	Selection of location								completed
	Installation of CAAQMS								completed
	Connecting CAAQMS to the online CPCB server for real time monitoring								completed
	Calibration of CAAQMSs						Regula	ar Activity	

Mechanism for Monitoring, Review and reporting

Key performance	Performance assessment		Reasons for delay in	Steps taken to minimize the		
indicators	Parameter	Details	completion	delay		
Timely completion of activities	Procurement	Completed	 Extension of dates in Ist tender published in Feb. 2020 due to COVID Retendering in Oct. 2020 because minimum no. of firms not found technically qualified. 	Process carried out as per guidelines of General Financial Rules and conditions of Tender documents.		
	Installation	Completed				
Operation of the CAAQMS	Total parameters analysed	Activities installed of CAAQMS				
	No. of non-operation days					
	Calibration of CAAQMSs					
Data availability and	Setting public alerts when pollution is high					
usage	Data availability on public domain through SAMEER App					
	Trend analysis of level of pollutants over a period of time					

Knowledge and database augmentation – Source apportionment studies (Monthly)

Action point	Time Target	Implementation agencies
Source Apportionment, Emission Inventory & Carrying Capacity Assessment	360 days	UPPCB

Micro level planning

Project name	Details of work	Target	Total Cost	Project	Source of	Funds	Additional	Officer respons	ible
		reduction	(In Lacs)	timeline	funding	released	fund	Project	Project review
							requirement	limplementation	
Comprehensive SA study for Varanasi	Comprehensive SA / EI study by IIT- Kanpur	Moderate	80	March 2022	NCAP	75.6	4.4	Environment S	Member Secretary,
	Comprehensive CC study by IIT- Kanpur	Moderate	7.96	Dec 2021	Board	7.96	-		Secretary, UPPCB

Timelines for the Comprehensive SA study for Varanasi

Activity	Sub-activity	Timelin	e					Remarks
-		Feb 20	*Mar 20 - Dec 20	Dec 20 – Sept 21	Oct 21 – Feb 22	March 22	June 22	
Proposal stage	Release of work order							
Project	Data collection for emission inventory							
execution	Preparation of emission inventory							
	Procurement & establishment of monitoring stations							
	Sampling & Analysis							
	Dispersion & Receptor modelling							
	Data interpretation & compilation							
	Final report preparation & submission							
	Presentation & discussion on the submitted report							

* The studies are delayed as at IIT-Kanpur, both students and project staff were not available due to COVID-19 Pandemic.

Timelines for the Comprehensive CC study for Varanasi

Activity	Sub-activity	Timelin	Timeline				Remarks
			Oct- Dec-20	Feb- March 21	April 21	May-Dec 21	
Proposal stage	Release of work order						
Project execution	Data collection and compilation of monitored data for the 10 years						
	Preparation of emission inventory						

Application of dispersion model			
Literaturereview and protocol for CC			
Data interpretation & compilation			
Final report preparation & submission			
Presentation & discussion on the submitted report			

* The studies are delayed as at IIT-Kanpur, both students and project staff were not available due to COVID-19 Pandemic.

Mechanism for Monitoring, Review and reporting (Monthly)

Key performance indicators	Performance assessment		Reason for delay	Steps taken to	
	Parameter	Details	in completion	minimize the delay	
Timely completion of activities	Total operational activities		COVID-19		
			Pandemic.		
	Activities completed within timeline				
	Total time slippage w.r.t. original timeline				
Refinement of action plan based on	Addition & prioritization of action points as per the recommendations				
recommendations of SA study	Identification of hotspots & high impact sources on air pollution of the city				
	Micro planning & implementation for control of pollution due to high				
	impact sources and of hotspots				
Monitoring	Impact on hotspots& high impact pollution sources due to focussed				
	actions				



Uttar Pradesh Pollution Control Board

Training Calendar 2021-2022

			A. Training and	Capacity building	of UPPC	B officials		
S. No.	Training Topics	Mode of Training	Training Agency	Duration/Timeline for Development of Training modules	Duration	Tentative Schedule	Tentative Number of Participants	Remarks
1	Functioning of Air Pollution Control System (APCS) installed in Industries	Online	UPPCB	Dec-21	3 Days	Jan-March 2022	10/ NAC	Timeline is subjected to availability of funds under XV FC
2	Training for Preparation and Up-gradation of Emission Inventories on GIS Platform along with Source Apportionment Studies and its use for up-gradation of City Clean Air Action Plans	Online	UPPCB	Jan-22	5 Days	Jan-March 2022	5/NAC	Timeline is subjected to availability of funds under XV FC

3	Training on Air Quality Monitoring which includes Ambient AQM, Monitoring of Pollution Sources and Hotspots for intervention impact assessment along with data interpretation and proposed actions	Online	UPPCB	Sep-21	2 days	Jan-March 2022	10/NAC	Timeline is subjected to availability of funds under XV FC
4	Training on Assessment of Pollution Load of sources including stack monitoring, assessment of suspended dust by roads etc. along with data interpretation	Online	UPPCB	Sep-21	3 Days	Dec 2021-Feb 2022	10/NAC	Timeline is subjected to availability of funds under XV FC
5	Training on Virtual monitoring of pollution sources through online portal from Control Rooms	Online	UPPCB	Jun-21	2 days	July- Dec 2021	10/NAC	Timeline is subjected to availability of funds under XV FC
6	Training on the Use of Laboratory Information Management System (LIMS)	Online	UPPCB	Jun-21	3 Days	July- Dec 2021	10/NAC	Timeline is subjected to availability of funds

								under XV FC
7	Training on Noise Monitoring, preparation of Noise Maps and data interpretation	Online	UPPCB	Jun-21	2 Days	July- Dec 2021	2/NAC	Timeline is subjected to availability of funds under XV FC
8	GIS Training for Air Pollution Source Identification and their Monitoring	Offline	Residential Training Conducted by Remote Sensing Application Centre, Lucknow	_	1 week	11 May- 18 May	2 UPPCB HQ & 1 from each NAC Total 9	
9	Advance Instrumental Analytical Techniques and Preventive Maintenance	Offline	National Institute of Occupational Health, Nirmal Bhavan, Poojanahalli Road, Off NH-7, Devanahalli Taluk, Kannamangala Post, Bangalore- 562 110	_	1 week	7 June- 14 June	2 UPPCB HQ & 1 from each NAC Total 9	
10	Advance Instrumental Analytical Techniques (AAS, ICP-OES, XRF, GC-MS, ATDGC, HPLC, IC, EC/ OC, TOC etc.)	Offline	Analytical Instrumentation Division, National Environmental Engineering Research Institute, Nehru Marg, Nagpur-440 020	_	1 week	15 June- 21 June	2 from UPPCB HQ	

11	Training on Preparation of Standard Operating Procedures for Analytical Techniques	Offline	IITR, Lucknow	_	1 week	12 July- 18 July	2 UPPCB HQ & 1 from each NAC Total 9	Timeline is subjected to availability of funds under XV FC
12	Training on Measurement Uncertainty	Offline	4-days Training conducted by BIS/ CIPET	_	4- days	16 Aug-19 Aug	2 UPPCB HQ & 1 from each NAC Total 9	Will be subjected to COVID- 19 Pandemic Conditions
13	Laboratory Quality Management & Internal Audit as per ISO: IEC 17025:2017	Offline	4-days Training conducted by BIS/ CIPET	_	4- days	13 Sept-16 Sept	2 UPPCB HQ & 1 from each NAC Total 9	Will be subjected to COVID- 19 Pandemic Conditions
14	Real Time Monitoring of Continuous Ambient Air Quality Monitoring (CAAQM), Merits, Demerits, Standard Operation & Maintenance Procedures, Data Validation, Interpretation & Presentation. Calibration &	Offline	Private Vendor	_	3 days	20 April- 22 April	2 from UPPCB HQ	

	Quality Assurance, Uncertainty Aspects and Related Formats/ Check Lists							
15	Air Pollution Control Devices & OCEMS for various sectors	Offline	Environment Management Division, Engineering Staff College of India, GachiBowli, Hyderabad – 500 032	_	1 week	4 october-10 October	2 UPPCB HQ & 1 from each NAC Total 9	Will be subjevted to COVID- 19 Pandemic Conditions
16	Environmental Data Interpretation, Compilation, Analysis, Presentation and Reporting – Hands-on- Training and Case Study	Offline	Indian Statistical Institute, 7, S.J.S. SansanwalMarg, New Delhi -110 016	_	1 week	18 Dec-24 Dec	2 UPPCB HQ & 1 from each NAC Total 9	Will be subjevted to COVID- 19 Pandemic Conditions
17	Environmental Legislations, Interpretation, Enforcement, Legal and Statutory	Offline	National Law School of India University, Post Bag No. 7201, Nagarbhavi, Bangalore – 560 072 (Karnataka)	_	1 week	3 Jan,22 - 9 Jan,22	2 from UPPCB HQ	Will be subjevted to COVID- 19 Pandemic Conditions

	Requirements – Case Studies							
		Training and Ca	pacity building o	f Urban Local Bo	dies and (Other Stakeholders	5	
S.No.	Training Topics	Mode of Training	Training Agency	Duration/Timeline for Development of Training modules	Duration	Tentative Schedule	Tentative Number of Participants	
1	For Air Pollution Control System (APCS) Operators & Supervisors in Industries for effective functioning of APCS	online	UPPCB	Dec-21	1 Week	Jan-March 2022	50/ NAC	Timeline is subjected to availability of funds under XV FC
2	For Boilers Operators with the objective of ensuring Efficient & Pollution free operation of Boilers installed in the industries	online	UPPCB	Dec-21	1 Week	Jan-March 2022	50/ NAC	Timeline is subjected to availability of funds under XV FC
3	For employees of ULBs regarding Control of Air Pollution	online	UPPCB	Sep-21	5 Days	Oct 2021- March 2022	All concerned employees of ULBs	Timeline is subjected to availability of funds under XV FC

4	For Site Incharge and Supervisors of Construction & Infrastructure Development Projects for control of Dust Pollution and use of Dust App	online	UPPCB	Sep-21	3 Days	Oct 2021- March 2022	All opreative construction projects	Timeline is subjected to availability of funds under XV FC	
5	For Making the RWAs & Citizens to adopt environmentally friendly practices and motivate them to lead reduced pollution load lifestyles and recognising them as Paryavaran Prahari along with development of a Mobile App	online	UPPCB	Sep-21	1 week	Oct 2021- March 2022	For Mass Awareness	Timeline is subjected to availability of funds under XV FC	
	C. Training and Capacity building of Local Technical Institutes with the help of IoR identified under NKN								
S.No.	Training Topics	Mode of Training	Training Agency	Duration/Timeline for Development of Training modules	Duration	Tentative Schedule	Tentative Number of Participants		

1	Preparation and Up gradation of Emission Inventories on GIS Platform along with Source Apportionment Studies and its use for upgradation of City Clean Air Action Plans	online	UPPCB	Dec-21	5 Days	Jan-March 2022	05/ Local Institutes	Timeline is subjected to availability of funds under XV FC
2	Air Quality Monitoring which includes Ambient AQM, Monitoring of Pollution Sources and Hotspots for intervention impact assessment along with data interpretation and proposed actions	online	UPPCB	Dec-21	3 days	Jan-March 2022	05/ Local Institutes	Timeline is subjected to availability of funds under XV FC
3	Assessment of Pollution Load of sorces including stack monitoring, assessment of suspended dust by roads etc.	online	UPPCB	Dec-21	4 Days	Jan-March 2022	50/ Local Institutes	Timeline is subjected to availability of funds under XV FC

Establishment of Mobile Enforcement Units in Million Plus Cities for Control of Air Pollution

As pressure on air quality increases, flexible and dynamic techniques are required to understand variation in air quality. New mobile air quality monitoring techniques are allowing us to intensively describe air quality, rather than relying on fixed sites to provide a representative picture of air quality. Mobile monitoring allows more opportunity to assess air quality in an area, using temporary sites which can be moved around multiple locations.

Broadly, mobile air quality monitoring involves deploying instruments for a short period at a temporary location, before moving them to another location. These deployments may be as short as a few hours or a few days. Often instruments are mounted in or on a vehicle, in a trailer or mounted temporarily. Regardless of the deployment, the site is treated as temporary, and the instrument is moved after a short period. Mobile monitoring can be a useful for assessing where to locate fixed sites in order to measure the highest concentrations of pollutants and maximize the value of the network. For example, let's say you want to understand the characteristics of a small area – mobile monitoring allows intensive, small scale campaigns which enable detailed understanding of local air quality. Mobile monitoring can often work out cheaper than fixed monitoring.

The vehicles for mobile enforcement unit will be used in enforcement purposes for taskforce constituted to control of Air Pollution. It will be helpful for the monitoring of implementation of city action plan for the control of air pollution. Therefore, three mobile enforcement units equipped with GPS (Global Positioning System) proposed in each million plus cities (Agra, Ghaziabad, Kanpur, Lucknow, Meerut, Prayagraj, Varanasi).

S.No.	Name of City	Present Status of Mobile Enforcement Units by Board under NCAP*	Proposed Mobile Enforcement Unit
1	Agra	2	3
2	Ghaziabad	-	3
3	Kanpur	3	3
4	Lucknow	4	3
5	Meerut	-	3
6	Prayagraj	3	3
7	Varanasi	3	3

* Beside above department i.e. Agriculture, Nagar Nigam, Development Authority etc. has also been established the taskforce for the implementation of GRAP for control of air pollution.

Annex-CB-5

Action Taken Report of Varanasi City upto Feb-2021

a) Enforcement

S. No.	Air pollution sources	No. of teams	No. of total inspections	No. of defaulters	ulters					
		deputed for inspection			Notices	Cases referred for fine under NGT Act.	Fine imposed (Rs.)	Fine collected (in Rs.)	Show cause notice	No. of Closures done
1.	Industrial activity	13	6	0	0	0	0	0	0	0
2.	Open burning Municipal Biomass 	1	339	93	60	0	0	0	0	0
3.	Dust from Building Construction projects/ Highways/ Building materials	3	361	100	108	0	96000	0	0	87
4.	Dust from Construction & Demolition Activities	13	959	309	307	0	141000	141000	0	140
5.	Air Pollution from Brick Kilns	1	2850	4968	3515	0	0	0	0	1615
6.	Visible Polluting Vehicle	2	0	0	0	0	0	0	0	0
7.	Old Polluting Vehicle	51	79608	0	1215	0	0	0	0	0
	Total	84	84,123	5470	5205	0	2,37,000	1,41,000	0	1842

Letter No.:N.G.T.-652/81-7-2020-09(Writ)/2016 T.C.

From,

Sudhir Garg, Principal Secretary, Government of Uttar Pradesh.

To,

Member Secretary,

National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi – 110029.

Environment, Forest & Climate Change Section-7,

Lucknow : Dated: 22 December, 2020

Sub:- Compliance of order of Hon'ble National Green Tribunal dated 20.11.2019 passed in O.A. No. 681/2018 in the matter of News item published in "The Times of India "Authored by Shri Vishwa Mohan titled "NCAP with multiple timelines to clean air in 102 cities to be released around August 15" reg.

Dear Sir,

Please refer to the captioned order of Hon'ble NGT dated 20.11.2019 vide which it was directed that the emergency arising out of severe air pollution levels may be treated as a disaster and an Emergency Response System may be developed accordingly. The relevant operative portion of the order dated 20.11.2019 is reproduced below-

".....27. With regard to finalization of Emergency Response System (ERS), we are of view that the State Disaster Management Authorities in coordination with the SPCBs/PCCs and State Units of Meteorological Departments may include emergency as a part of disaster management and develop ERS accordingly which may be placed in public domain."

In order to ensure compliance of this order, Uttar Pradesh Pollution Control Board had issued a direction under section 31A of the Air (Prevention and Control of Pollution) Act, 1981 dated 18.02.2020 to Uttar Pradesh Disaster Management Authority (UPSDMA) for development of Emergency Response System. The matter was also reviewed by Chief Secretary, Government of Uttar Pradesh on 02.12.2020 in which UPSMA submitted that the guidelines for treating the emergency arising out of severe air pollution levels as disaster and development of ERS have not been issued by the apex body namely National Disaster Management Authority (NDMA). It was decided in the said meeting dated 02.12.2020 that a request letter for issuance of the required guidelines may be sent to NDMA, Central Pollution Control Board and Ministry of Environment Forest & Climate Change, Government of India.

Therefore, it is requested that the Guidelines for treating the emergency arising out of severe air pollution levels as disaster and development of ERS accordingly may kindly be issued at the earliest so that the necessary steps may be taken up by the State for compliance of orders of Hon'ble NGT.

Yours Sincerely,

(Sudhir Garg) Principal Secretary.

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Letter No.:N.G.T.-652/81-7-2020-09(Writ)/2016 T.C., Dated.

Copy: For taking up necessary action for issuance of guidelines to-

- 1. Secretary, Environment, Forest & Climate Change, Government of India, Indira Paryavaran Bhawan, Jorgabh Road, New Delhi 110003.
- 2. Chairman, Central Pollution Control Board Parivesh Bhawan, East Arjun Nagar, Delhi 10032.
- 3. Member Secretary, UP State Disaster Management Authority, Picup Bhawan, B-2 Ground floor, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010.
 - 4. Member Secretary, UP Pollution Control Board, Lucknow.

(Sudhir Garg) Principal Secretary.



Uttar Pradesh Pollution Control Board

Public Awareness & Engagement Calendar FY - 2021-22

S. No.	Date	Theme/Issue	Organizing Department/Agency	Target Group	Source of Funding
1	April-June 2021	Clean Environment Hackathon, 2021 (Online Hackathon for moonshot awareness campaign tool to help people to assess environmental impact of their lifestyle, thereby coaxing them to reduce their environmental footprints.)	UPPCB	Students & Professionals	UPPCB/CSR Funds
2	April 2021- March 2022	Paryavaran Prahari Programme for orientation of people on various environmental issues by involving them in IEC activities	UPPCB	All Citizens	UPPCB Funds
3	22 nd April, 2021	World Earth Day – Restore Our Earth	Madhyamik Shiksha/Basic Education & Industries	Class 1 – 12/ Industries	Departmental Funds & CSR Funds
4	5 th June	World Environment Day – Ecosystem Restoration	Environment, Forest & Climate Change Department U.P.	Schools/Colleges/ RWAs /Industries	Government Funds & CSR funds

S. No.	Date	Theme/Issue	Organizing Department/Agency	Target Group	Source of Funding
5	1 st July – 7 th July, 2021	Van Mahotsav (Plantation Drives)	All Departments/Agencies/Indu stries and Individuals	Schools/Colleges/ RWAs/Industries/ Government Departments	Government Funds & CSR funds
6	16 th September, 2021	World Ozone Day - Ozone: All there is between you and UV	Environment, Forest & Climate Change Department U.P.	Schools/Colleges/ RWAs/Industries	
7	20 th September – 23 rd September, 2021	PUC Awareness Drive	Transport Department UP	All Stakeholders	Departmental Funding
8	24 th September, 2021 – 30 th September, 2021	Graded Response Action Plan Awareness Workshop	UPPCB & District Environment Committee	All Stakeholders	UPPCB Funds
9	1 st October, 2021	C&D Waste Management Awareness Workshop	Urban Development Department	CREDAI/Builder s/Contractors	Departmental Funding
10	2 nd October, 2021	Solid Waste Management – Engaging Ragpickers and Society	Urban Development Department	RWAs/Rag pickers/Waste Warriors	Departmental Funding
11	October,2021 – Every Saturday	Plogging: Plog-a-thon	UPPCB	RWAs/Industries/ Institutes/Schools	

S. No.	Date	Theme/Issue	Organizing Department/Agency	Target Group	Source of Funding
12	25 th October, - 29 th October, 2021	Fire Crackers Awareness Campaign	Higher/Madhyamik/Basic Education Department & District Environment Committee	Schools/Colleges/ RWAs	Departmental Funding
13	11 th January – 17 th January, 2022	Road Safety Awareness – Traffic Management & Air Pollution	Transport Department & Traffic Police	All Stakeholders	Departmental Funding
12	24 th January, 2022	Circular Electronics Day – Electronic Waste Awareness Workshop	UPPCB	All Stakeholders	UPPCB & CSR Funds
13	2 nd February, 2021	World Wetland's Day Awareness Programme	Environment, Forest & Climate Change Department U.P.	All Stakeholders	Departmental & CSR funding

Note: Complete Programme details to be made available on <u>www.uppcb.com</u> a month in advance

4	onghi	
5	जैतपुरा	गोलगड्डा से पीलीकोठी रोड़ आदमपुर थाना तक नाला/ नाली की सफाई दोना पटरी
6	शिवपुर	शिवपुर चुंगी से शिवपुर रेलवे क्रासिंग तक दोना तरफ खुला नाला
7	शिवपुर	यू0पी0 कालेज गेट से गिलट बाजार चौकी बाइपास तक
8	शिवपुर	सुषमा नगर कालोनी विद्या सिंह के मकान से शीतला बाबू के मकान तक
9	शिवपुर	लालजी कुँआ से पंचकोशी रोड़ पेट्रोल पम्प बाइपास तक दोना तरफ
10	शिवपुर	मेहता नगर कालोनी नाला
11	शिवपुर	सुद्विपुर बाइपास से रानी पोखरी तक
12	शिवपुर	सोनकर बस्ती भरलाई
13	शिवपुर	हनुमान मंदिर से बसवरीया खोरी तक
14	शिवपुर	काशी राम आवास मोड़ से सेन्ट्रल जेल पोखरी तक
15	शिवपुर	भीम नगर कालोनी मोड़ से नदी तक
16	शिवपुर	भूनेश्वर नगर कालोनी मेन रोड़
17	शिवपुर	टैगोर टाउन मे मंत्री जी के आवास से मारबल वाले तक
18	शिवपुर	जय दुर्गा नगर कालोनी का नाला
19	शिवपुर	स्वीपर कालोनी का नाला
20	शिवपुर	मिनी स्टेडियम शिवपुर उत्तर दक्षिण एवं पश्चिम की नालिया
21	शिवपुर	काशी राम आवास के गलियों का नाली
22	शिवपुर	मस्जिद के सामन से चुप्पेपुर संन्ट्रल जेल पुलिया तक नन्दिनी स्कूल तक दोना तरफ
23	सिगरा	लेन नं0 6 निराला नगर शिवपुरवां।
24	सिगरा	श्री विद्यासागर के पीछे का नाला शिवपुरवॉ
25	सिगरा	के0एल0 मेमोरियल स्कूल के सामने का नाला
26	सिगरा	एल्युमिनियम फैक्ट्री का नाला।
27	सिगरा	माधोपुर इन्द्रपुरी कालोनी से नगर निगम पुलिस चौकी सिगरा तक का नाला
28	सिगरा	जय प्रकाश नगर पुलिया से बाये तरफ का नाला।
29	सिगरा	नन्दू बिन्द के घर के पास का नाला।
30	सिगरा	घण्टीमिल रोड़ खटियाना के बायें तरफ का नाला।
31	सिगरा	घण्टीमिल रोड़ खटियाना के दायें तरफ का नाला।
32	सिगरा	श्री शतरूद्र प्रकाश जी के घर के पास का नाला।
33	सिगरा	पदमिनी होटल के सामने का नाला महमुरगंज नाला।
34	सिगरा	मण्डुआडिह क्रासिंग से पहले रेलवे पोखरा तक का नाला
35	सिगरा	स्टेडियम गेट से हीरो होण्डा तक का नाला।
36	सिगरा	जयप्रकाश नगर पुलिया से पोखरा तक का नाला
37	सिगरा	अशोक नगर का नाला।
38	सिगरा	मानिक नगर लहरतारा का नाला
39	सिगरा	भगवानदास कालोनी का नाला।
40	सिगरा	गणेश बाग नर्सरी का नाला
41	सिगरा	शिवपुरवां पहलवान वीर बाबा वाला नाला
42	सिगरा	लहरतारा पुराला कबीर मठ पसियाना गली पोखरा के पास का नाला
43	सिगरा	हरि नगर कालोनी से लहरतारा रेलवे लाइन का नाला के दाये तरफ
44	सिगरा	हरि नगर कालोनी से लहरतारा रेलवे लाइन का नाला के बाये तरफ
45	सिगरा	स्मीथ स्कूल का नाला
46	सिगरा	लहरतारा चौराहे से अमला नगर गेट नं0 4 का नाला
47	सारनाथ	गोला बाजार हनुमान मंदिर घरहूरपुर से खजूरी मोड़ तक
48	सारनाथ	सारनाथ चौराहे से रंगोली गार्डेन तिराहा तक दोनों पटरी
49	सारनाथ	राज इंग्लिस स्कूल से परशुरामपुर मोड़ तक
50	सारनाथ	पुराना पुल से पुलिस चौकी होते हुए सब्जी मण्डी पूलियाँ तक दोनों पटरी।
51	सारनाथ	पंचकोशी चौराहा से सानातलाब पुलियाँ तक दोनो पटरी
52	सारनाथ	महादेव नगर कॉलोनी
	सारनाथ	छोटा लालपुर नाला प्रेमचन्द्र स्कूल तक

नगर निगम वाराणसी नाला/नाली का विवरण

जैतपुरा वार्ड अन्तर्गत दोषीपुरा नाला

बाकराबाद कूड़ाघर से लेकर संजय नगर कालोनी तक

स्वास्थ्य विभाग के नाले का नाम एवं स्थल

वाराणसी सिटी स्टेशन के पूर्वी गेट से स्लाटर हाऊस के सामने तक का नाला काजीसहदुल्लाहपुरा में पुराना ट्युवेल से पुराना पुलिस चौकी होते हुए जी0टी0 रोड़ स्थित

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सब जोन

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Annex-RD-1

रुम तं0	सब जोन	स्वास्थ्य विभाग के नाले का नाम एवं स्थल
54	सारनाथ	संजय नगर कालोनी गहरी नाली
55	सारनाथ	पहडिया चौराहा रौना बेला होते हुए से खुटई पुलियां तक दोनां पटरी
56	सारनाथ	गौतम बुद्ध नगर कालोनी
7	सारनाथ	पहड़िया चौराहा से मिश्रा पेट्रोल पम्प तक दोनों पटरी।
58	सारनाथ	जे0डी0आर नगर –फेस 01 रेखा पुरी रोड़
59	सारनाथ	अशेक बिहार फेस–01 (भविष्यनिधि के पास)
50	सारनाथ	अग्रसेन नगर कालोनी
61	सारनाथ	वन विभाग का नाला
62	सारनाथ	पहड़िया चौराहा से अशोक विहार फेस–2 तक
63	सारनाथ	पंचकोशी रोड़ से दुर्गानगर मोड़ तक का नाला।
64	सारनाथ	आशापुर चौराहा से नगर निगम कार्यालय तक का नाला
65	सारनाथ	पुराना आर0टी0ओ0 से तिब्बती संस्थान गेट तक का दोनो तरफ का नाला
66	सारनाथ	अ हवेलिया चौराहा से तिब्बती संस्थान गेट तक
67	नदेसर	वरुणापुल से मिंट हाउस चौराहा
68	नदेसर	मिंट हाउस से नदेसर दैनिक जागरण चौराहा
69	नदेसर	दैनिक जागरण चौराह से अन्द्रपुल चौराहा
70	नदेसर	अन्द्रापूल चौराहा से मरी माता तिराहा
	नदसर	मरी माता तिराहा से चौरा माता चौराहा तक
71	नदसर	देलवरिया रेलवे लाइन से उत्तर का नाला
72		ढलयारिया सेल राहरी से उत्तर पत्र नाला ढेलयरिया मेन रोड़ से लाल पट्टी तक की नाली
73	नदेसर	दलवारेया नगरम मार्केट की नाली
74	नदेसर	विजया नगरम मांकट का नाला इंग्लिशिया लाईन एस0 21/1 से कृष्णा धर्मशाला के मोड तक
75	नदेसर	
76	आदमपुर	राजघाट
77	आदमपुर	भदऊ पुलिया से जी0टी0 रोड मुख्य मार्ग
78	आदमपुर	जलाल्लीपुरा कालोनी नाला
79	आदमपुर	कज्जाकपुरा हरिजन बस्ती जी0टी0 रोड
80	आदमपुर	अंसाराबाद का नाला
81	खोजवा	बी०एच०यू० मालवीय चौराहा से नरिया जैन मंदिर के पास तक
82	खोजवा	कल्लू पहलवान से संस्कार वाटिका होते हुए संकट मोचन मोड तक
83	खोजवा	प्रकाश मेडिकल लंका से रशमी नगर मोड तक
84	नगवा	नाला जलकल पूर्वि गेट से पश्चिमी गेट तक
85	नगवा	डा० उषा गुप्ता मोड से बब्बन सिंह के मकान तक
86	नगवा	रथयात्रा चौराहा से कमच्छा पावर हाउस तक डीप ड्रेन दोनो पटरी
87	नगवा	अकाशवाणी के सामने नवोदित नगर
88	नगवा	सरायनन्दन बी0 34/8 से बी0 34/51 तक
89	नगवा	नवोदित नगर कालोनी डीप ड्रेन
90	नगवा	आकाशवाणी से शेरे पंजाब होटल तक अन्नपूर्ण नगर
91	सिकरौल	कलेक्ट्रेट के पीठे का नाला।
92	सिकरौल	डा0 एस0 के0 सिंह के सामने का नाला– पाण्डेयपुर
93	सिकरौल	हुकुलगंज डा0 रहीम के सामने का नाला।
94	सिकरौल	दीप्ति कान्वेन्ट स्कूल के पीछे का नाला।
95	सिकरौल	सिन्धी नगर का नाला।
96	सिकरौल	बघवॉ नाला छेदी जायसवाल से चमरू बाबा मंदिर तक हुकुलगंज।
97	सिकरौल	जय माता दी मोटर साइकिल वर्कशॉप से चौरामाता मंदिर होते हुए पुलिया तक।
98	सिकरौल	राजर्षि खजुरी पार्क से चेतमण्डी अपार्टमेण्ट तक का नाला
99	सिकरौल	खजूरी स्थित पक्की बाजार का नाला
100	सिकरौल	खजुरी अन्तर्गत चमरौटिया महाल नाला सफाई।
-	सिकरोल	सुधाकर रोड से खजुरी का नाला
101	सिकरोल	सुधाकर राड से खेणुरा का गाला दूध सट्टी स्थित नाला
102	सिकरोल	दूध सट्टा स्थित नाला सर्किट हाउस गेट से चौरा माता तक का नाला।
103		सीकेट हाउस गट से चारा माता तक का नाला। नई बस्ती चमरूबीर बाबा मंदिर के पास का नाला
104	सिकरौल	नइ बरता चमरूबार बाबा मादर के पास की गाला मल्हानी टोला का नाला सिकरोल
105	सिकरौल	मल्हानी टाला की नाली सिकराल पाण्डेयपुर से हुकुलगंज मुख्य मार्ग का नाला दायी पटरी/ नवभारत स्टूडियों से बिजली
106	सिकरौल	
107	सिकरौल	गाजीपुर मुख्य मार्ग पर काली जी मंदिर चौराहा से झगड़वा पुलिया
108	सिकरौल	आजमगढ़ मार्ग पर प्रसाद इण्टर कालेज से पाण्डेपुर चौराहा होतं हुए लालपुर नाला तक
109	सिकरौल	मच्छरदानी गली का नाला

ँक्रम सं0	सब जोन	स्वास्थ्य विभाग के नाले का नाम एवं स्थल
110	सिकरौल	पवन सिपाही के पास का नाला
111	सिकरौल	गोविन्द पुरी कालोनी का नाला
112	सिकरौल	पलिस लाईन गेट से हिमांशू हास्पिटल का नाला बाये पटरी
113	सिकरौल	डॉं० अनुपम के पास से तेलियाना चोराहा हेतु हुए यादव वस्ती तक का नाला
114	सिकरौल	पाण्डेयपुर चौराहा से हुकुलगंज तिराहा तक का नाला बायी पटरी
115		रामचन्द्र शुक्ल चौराहे से लेन न0 2 तक का नाला शिवाला
	भेलुपूर	रत्नाकर पार्क से भदैनी तक का नाला
116	भेलुपूर	रत्नाकर पाय त गय त के हैं। तता

Page 3 of 3

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मुख्य अभियन्ता/नगर आयुक्त महोदय,

कृपया उप सचिव, उत्तर प्रदेश शासन के पत्र सं0 977/नौ-5 2021-244सा/2018 दिनांक 09 फरवरी 2021 जिसमें अपर मुख्य सचिव, मुख्यमंत्री उत्तर प्रदेश के पत्र सं0 -आर-45/सीएम-2/2021, दिनांक 22.01.2021 (छायाप्रति संलग्न) का अवलोकन करने का कष्ट करें। जिसके माध्यम से विभाग के गड्ढामुक्त कार्यों की प्रगति पर मा0 मुख्यमंत्री जी द्वारा चिंता व्यक्त की गयी है। जिस पर 15.02.2021 तक शतप्रतिशत लक्ष्य प्राथमिकता के आधार पर पूर्ण किये जाने के निर्देश दिये गये है। गड्ढामुक्त कार्यों को पूर्ण कराते हुए निदेशक, नगरीय निकाय निदेशालय, उ0प्र0 लखनऊ को नियमित रूप से उपलब्ध कराने के भी निर्देश दिये गये है।

Annex-RD-2 Annexure RDJ.2

बिन्दु सं0 09. नगरीय

नगर निगम सीमा अन्तर्गत पैच मरम्मत से सम्बन्धित कार्यो का विवरण

क्र.सं.	कार्य का नाम	ल0मी0	धनराशि	अभियुक्ति
1.	सड़क पैच मरम्मत का कार्य।	450	356524	पूर्ण
2.	वार्ड नं0 19 तुलसीपुर में हर्ष गैस मुख्य मार्ग से निवेदिता होते हुये शिवराज नगर निवास व मोतीझील पम्पहाउस तक सड़क का पैच मरम्मत का कार्य।	1500	740442	पूर्ण
3.	दुर्गाजी मन्दिर से कबीर नगर होते हुये दयाल टावर तक सड़क पैच मरम्मत का कार्य।	1300	318390	पूर्ण
4.	डा0 उषा गुप्ता से बब्बन सिंह के मकान तक एवं गिरीनगर कालोनी की सड़क की पैच मरम्मत का कार्य।	720	336776	प्रगति पर
5.	नेवादा मुख्य मार्ग से संतुष्टि हास्पिटल होते हुये नेवादा प्राइमरी स्कूल तक सड़क पैच मरम्मत का कार्य।	950	310252	पूर्ण
6.	तेलियाना चौराहा से जे0पी0हास्पिटल होते हुये ककरमत्ता रोड तक सड़क पैच मरम्मत का कार्य।	1400	573275	पूर्ण
7.	वार्ड सं0-26 पहड़िया अन्तर्गत गाजीपुर पाण्डेयपुर मुख्य मार्ग पर हीरो एजेन्सी (शो-रूम) से भारत टेन्ट हाउस होते हुये स्व0 टी0एन0 सिंह तक मार्ग पर पैच मरम्मत का कार्य।	1200	597200	पूर्ण
8.	वार्ड सं0-38 कचहरी चौराहा से एल0टी0 कालेज तक पैच वर्क द्वारा सड़क मरम्मत का कार्य ।	250	198400	पूर्ण
9.	वार्ड नं0-17 नरायनपुर अन्तर्गत लक्ष्मणपुर रोड पर पैच वर्क द्वारा सड़क मरम्मत का कार्य ।	1800	245700	पूर्ण
10.	महावीर मंदिर चौराहा से गैस गोदाम होते हुये सिन्धौरा रोड तक (टकटकपुर रोड) की सड़क पैच वर्क द्वारा मरम्मत का कार्य ।	1800	352800	पूर्ण
	वार्ड सं0-34 खजुरी अन्तर्गत सुधाकर मार्ग पर जगह- जगह पैच मरम्मत का कार्य ।	800	591190	पूर्ण

13	पैच मरम्मत का कार्य।	16.670		
	सारनाथ वार्ड कालीजी मंदिर से दौलतपुर होते हुये आजमगढ रोड तक	2000	994277	पूर्ण
12	सारनाथ वार्ड अन्तर्गत पहड़िया बेला मार्ग पर पहड़िया चौराहा से राज इंग्लिश स्कूल तक पैच मरम्मत का कार्य ।	2500	694500	पूर्ण

नोट- नगर निगम वाराणसी सीमा अन्तर्गत कुल ल0 16.670 किमी0 के सापेक्ष कुल 15.920 किमी0 अर्थात 95.50 प्रतिशत कार्य पूर्ण करा लिया गया है। शोष कार्य प्रगति पर है।

25/2010 Pr 16/03/2021 J 16/03/2021 J 16/03/2021 J 16/03/2021 J



Regional Office, U.P. Pollution Control Board Varanasi

Values of total road dust load in Chandauli City

S.N.	Name of the Road	Total Dust load upto 75 micron/km in kg
	Padao to Pt. Deen Dayal Upadhyay Nagar (Mughalsarai) road infront of New National Transport Company Near Chandasi Mandi, Chandauli	2182.45 kg

(Krishna Mohan) JRF

-1121 05

(C.P. Verma) SA

101,121 (K.K. Maurya) SA

(B.K. Srivastav) ASO

Regional Officer



U.P. Pollution Control Board Varanasi

SI. No. Name of the Road Total Dust load upto 75 micron/km in kg 1. Jawahar Nagar-Khojwa Road 56.04 kg 2. Lanka-Ravindrpuri Road 284.18 kg 3. BHU-Sunderpur Road 144.55 kg 4. DLW-Chitaipur Road 68.70 kg 5. Cantonment-Lanka Road 13.94 kg 6. Sigra-Mahmoorganj Road 3.47 kg 7. Rath Yatra-Luxa Road 9.22 kg 8. Godauliya-Lahurabir Road 60.21 kg 9. Pandeypur-Ashapur Road 38.77 kg Bhojubeer-Shivpur Road 10. 22.45 kg

Values of total road dust load in Varanasi city

5/11/2020

Regional Officer

Sr No	Road Name	Road Length Covered	Dust Collected/Sweeping (MT)	Mode of disposal of dust collected
1	BHEL to Sant Atulandand- Bhojubeer chauraha- Circuit House -kacehari chauraha- Police line- Maqbool aalam road- chaukaghat - andrapul- telibagh-Medehiya chaurahaSigra Tiraha - rathyatra -gurubagh- bhelupur thana- Brodway hotel- IP Vijya- Keenaram aashram- lanka chauraha to BHU chauraha.	22.5 km	0.2 MT	Filling of Low Line Area near Atulanand
2	BHU- Nariya- Lahartara- DLW	12 km	0.15 MT	Filling of Low Line area near Collectry farm
3	Police line Chauraha to Ashapur Charaha	12 Km	0.6 MT	Filling of Low Line area near Ashapur
4	Tarna Chauraha to Shivpur Lakdi Mandi	2 km	0.4 MT	Filling of Low Line area near Shivpur lakdi mandi

ULB code: - 801235 ULB Name: - Varanasi Nagar Nigam

Annex-RD-4

Annexure RD -1.3 and RD 1.4



नगर निगम वाराणसी

स्वच्छ भारत) 2-2221702 एक कदम खच्छता की ओर

मुख्यालय – सिंगरा वाराणसी सम्पर्क सूत्रः– 0542-2221711, (Fax) 0542-2221702 E-Mail - nagarnigamvns@gmail.com E-Mail - info@nnvns.org

नगर निगम वाराणसी द्वारा निम्नलिखित जगह पर मैकेनाइज स्वीपिंग की जा रही है।

- संत अतुलानन्द से बी०एच०यू०
- लंका होते हुए सर्किट हाउस मकबूल आलम रोड–अन्ध्रापुल
- मरीमाई—मलदेहिया
- रथयात्रा से कमच्छा से होते हुए रविन्द्रपुरी से लंका

24) -2/21.

	RD-1.3 D) Water sprinkli	ng is being done o	on all major roads	on daily basis	5	
S.No.	Road Name	Road Name Road Length No. of Spr Covered Deploy		Periodicity of water sprinkling	Quantum of STP treated water utilized per sprinkling (KLD/Sprinkling)	
1	BHEL to Sant Atulandand- Bhojubeer chauraha- Circuit House -kacehari chauraha- Police line- Maqbool aalam road- chaukaghat - andrapul- telibagh- Medehiya chaurahaSigra Tiraha - rathyatra -gurubagh- bhelupur thana- Brodway hotel- IP Vijya- Keenaram aashram- lanka chauraha to BHU chauraha.	22.5 Km	2	Alternate days	1.5 KLD	
2	Ordaly Bazar to Mahaveer Mandir	1 Km	1	Daily Basis	0.5 KLD	
3	Jalkal office Bhelupur to Bhawaniya Pokhari to chetmani charaha	2 Km	1	Alternate days	2 KLD	

Annewver RD 1.4 8

सामान्य विभाग द्वारा सड़क/नाली निर्माण कराये जा रहे कार्यो का विवरण

-	कार्य का नाम	अनुमानित लम्बाई	निविद्यं धनराशि	अभ्युक्ति	
1	2	3	4	5	
1	इन्द्रपुर वार्ड 01 में इन्द्रपुर खोरी के मार्ग पर सड्क नाली निर्माण का कार्य। (काशी राम आवास मार्ग से दन्द्रपुर खोरी जाने वाले मार्ग)	900	5523480	85 प्रतिशत	
2	वार्ड नं0 36 श्रीनगर कालोनी में सडक सुधार एवं नाली का कार्य। (रौनाबेला मार्ग से श्रीनगर को जाने वाला मार्ग)	700	3584000	৪০ দ্ববিহান	
3	र्वाड नं0 20 सेन्ट्रल जेल रोड से इमलिया घाट बाने वाल मार्ग सड्क सुधार, नाली निर्माण का कार्य। (सेन्ट्रल बेल रोड वरूणा ग्रीन अपार्टमेण्ट के सामने से इमलिबा घाट को बोड्ने वाले मार्ग)	200	* 1301753	80 प्रतिशत	
1	वार्ड नं0 57 भूनेश्वर नगर कालोनी में सड्क व नाली सुधार का कार्य। (अदैली बाबार रोड से पंचकोशी मार्ग को बोड्ने वाले मार्ग)	1350	9034000	৪০ মনিহান	
5	सरमोलो वार्ड संख्या-06 मो0 नवलपुर राजेन्द्रपुरी कालोली के आन्तरिक बिटुमिन द्वारा सड्क निर्माण कार्य ।	200	2627100	90 মরিযার	
6	सरपोली वार्ड सै०-०६ मो० नवलपुर में पाण्डेय विद्वार कालोनी की आन्तरिक मार्ग पर बिटुमिन सड्क का निर्माण कार्य ।	485	5877892	৪০ দ্ববিহাল	
7	मिकरोल प्रथम वार्ड में डिठोरी महाल वार्ड सं0-38 अन्तर्गत महाबीर मंदिर रोड चौडी़करण, नाली व पटरी निर्माण कार्य ।	560	29374482	35 प्रतिशत	
8	शंक्तुलयारा पोखरा से जलकली पूर्वी गेट व चेतमणी जोगडा होते हुए भवनिया कूड़ाघर तक सीठसीठ रोड नाली एवं फुटपाथ का निर्माण कार्य।	772	44084709	50 ম্রবিষান	
9	वार्ड नं० 10 तरना इटिवा गाँव भरलाई से हटिया गाँव जाने वाले मार्ग का अवशेव कार्य तथा पटेल नगर कालोनी छत्तरीपुर का अवशेव कार्य।	366	3331700	कार्यादेश जारी	
10	नरायनपुर वार्ड 17 मो0 चुप्पेपुर में शांति बिहार कालोनी से बीठडी0 सिंह के मकान होते हुए जगदीश पटेल के प्लाट तक नाला निर्माण कार्य।		847500	अनुबन्ध मे	
11	वार्ड 80 अन्तर्गत काटन मिल कालोनी की आन्तरिक नाली पटरी व सड्क मरम्भत का कार्य।	366	4808691	50 प्रतिशत	
12	शिवपुर वार्ड नं०22 मो० शिवपुर कोट आयोघ्यापुरी कालोनी की आन्तरिक मार्गों का सुघार कार्य।	290	2225945**99	अनारम्भ	
13	वार्ड सं० 12 दनियाल पुर अन्तर्गत पंचकोशी मुख्य मार्ग से महाबीर नगर कालोनी में मकान न0 सा0 19/15-के-4-1से सा019/15-आर-के-24 व मुल्ना राजभर, सा019/15-आर-बी-1 व सा0 19/118-1-एस होते हुवे सा0	950	7928857	40 प्रतिशत	
P	19/15-आर-यू-1 तथा घाषो नाला तक आन्तरिक कच्ची गली में सड्क च के0 सी0 नाली निमाण का कार्थ।			i suga	
4	मो0 सेन्ट्रल जेल रोड स्थिल छांगुर पटेल के मकान से शैल्टर हो तक सी0सी0 रोड का निर्माण कार्य।	150		अनुबन्ध मे	



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अन्तर्गत् बार्ड नं0 19 तुलसोपुर शिवाजी नगर कालोनी पार्क के चारो	590	2236935	अनुबन्ध हेतु नोटिस बारी
र सड्क पटरी नाली निर्माण का काव।	436	2740674	अनुबन्ध हेतु अस्तिम नोटिस जारी
डी059/1 हरिशेकर का घर होते हुए डा059/29-27 सर्पायस			50 স্থরিয়ার
दशाश्वमेध वार्ड सं-72 पानदरीबा के भवन से डा050/14 से डा050/200 पान राश्वरमेध वार्ड सं-72 पानदरीबा के भवन से डा050/14 से डा050/200 पान	855	1194424	
चेतगंज वार्ड से-41 लल्लापुरा खुर्द के अन्तगत सिगरा थाना क सामर छुरा में शौचालय से मुस्लिम सकूल के गेट तक सड़क सुधार एवं सीसी ब्लाक	413	26135631	60 प्रतिशत
केएसीए देन लगाने का कार्य। सिगरा वार्ड स0 2 के अन्तर्गत् सिंचाई कालोनी गेट से बंशीघर अपाटमेन्ट व पूजवासी वाटिका होते हुए सी0 35/72-ए सोमारू के घर तक सद्दक पटरी व	623	5903600	निविदा स्वीकृत कार्यवाही में
नाली का निर्माण कार्य। सिगरा अन्तर्गत् वार्ड नं0 03 में टेलीफोन कालोनी के सरस्वती नगर में सड्क	379	2350823	कार्यादेश जारी
पटरी एवं नाली का निर्माण काय। दशाश्वमेध अन्तर्गत् वार्ड न0 62 में श्री नगर पार्क के बगल में एवं नाली का	66	1019508	कार्यादेश जारी
11 निर्माण कार्य। सिगरा अन्तर्गत् वार्ड न0 4 में बैंक कालोनी में डी 64/26-ए अशोक मौर्या के 42 घर से डी 64/43-बी विनोद का घर होते हुए साधना बनरल स्टोर तक	244	2672183	कार्यादेश जारी
सड्क पटरी नाली का कार्य। दशा0 अन्तर्गत वार्ड 62 में राणा प्रताप कालोनी में सड्क मरम्मत एवं नाली	94	1253911	50 प्रतिशत
43 पटरी का निर्माण कार्य। वार्ड सं0 11 नगवां तुलसी विद्या निकंतन से नरोत्तम नगर कालोनी में रोड,	239	2848178	कार्यादेश जारी
44 पटरी एवं नाली का कार्य वार्ड से0 19 मोतीझील से बड़ी गैबी चौराहा तक सड़क, पटरी एवं नाली का	550	4876306	अनुबन्ध हेतु नोटिस जारी
45 कार्य वार्ड सं0 14 में रेणुका देवी गंदिर के चारो ओर सड्क, पटरी व नाली का	130	1971906	15 प्रतिशत
40' कार्य वार्ड ने0 40 में खोजवां में काली जी मंदिर से खोखवां चुंगी तक सड़क	707	4582701	अनुबन्ध हेतु नोटिस जारी
47 निर्माण कार्य निर्माण कार्य के सामने से ककरमत्ता न्यु कालोनी में पेट्रोल पम्प के सामने से	620	4791024	
48 पर्णमासी के मकान तक सड्क, पटरा एव नाला का करने जार्थ के 27 बिरदोपर में बढ़ी गैबी चौराहा से विनायका चौराहा (मणिशंकर	750	580867	अनारम्भ, सीवर विवाद के कारण
49 पाण्डेय) तक सड्क के पैच मरम्मत का कार्य। वार्ड नं0 13 नेवादा में चितईपुर इंद्रानगर में इन्द्रेश्वर महादेव जी के पास एन 50 6/28-51 से दीपक ज्योति तिवारी वाया एन0 6/2 बी0-77 एवं कूच्या भवन व भैथ्यालाल यादव के घर तक सड्क, पटरी व नाली का कार्य	80) 765176	69 10 प्रतिशत
वार्ड नं0 31 नरिया में संस्कार वाटिका साकेतनगर से बीठ 32/18 सीठ औ 51 मुरली गेस्ट हाउस होकर बनारस स्वीट तक सड्क, पटरी व नाली का कार	र र्व	70 62517	728 निविदा स्वीकृत कार्यवाई
के से स्वीय की से दीपक स्वीट हाउस होते हुये	13	370 2312	
52. वार्ड नं0 09 सरायसूखन में खांचया पुगा पं प्राप्त सड़क पैच मरम्मत का सुन्दरपुर चौराहा तक 500 मी0 सड़क, नाली तथा सड़क पैच मरम्मत का वार्ड नं0 09 सरायसूर्जन में बड़ी पटिया में डीठपी0 सिंह के मकान से तुर सिंह के मकान तक सड़क पटरी व नाली का कार्य		87 112	2275 कार्यादेश जारी, नोटिस किया गया।
सिंह के मकान तक सड़क पटत प गाता का महत्व 56 छह	the me		Ar

गर्ह नं0 13 नेवादा में मो0 नेवादा में आर्युवेंद चिकित्सा केन्द्र से एन0 13/20 एल0-20-ए होते हुये सानाच पाण्डेय के मकान तक सड़क व नाली निर्माण कार्य।	275	1388900	कार्यादेश जारी
काया चार्ड नं0 13 नेवादा में मो0 कर्माजीतपुर आरकेपुरम कालोनी में आरण्पस0 यादव 5 के मकान से शशिभुषण राय एवं श्याम जी यादव के मकान तक सीसी रोड व नाली का कार्य	156	1879537	05 प्रतिशत
वार्ड ने० 09 सरायसूर्जन में केदार नगर बडी पटिया में कल्लू सोनकर के 66 मकान से एन0 9/35-1-जी0के0-एच0-1 तक नाली एवं सड़क निर्माण (सीसी	255	4498460	20 प्रतिशात
कार्य) वार्ड नं0 29 सुन्दरपुर में मा0 सुन्दरपुर रोहितनगर में सनग्रहज स्कूल से मंगलम् उन टावर होते हुये पुष्पा प्यारे लाल शाह के मकान तक सड़क सुधार कार्य।	178	605738	कार्यादेश जारी
वार्ड ने0 13 नेवादा में मो0 नेवादा राजेन्द्र बिहार कालोनी में लेन ने0 11 में	200	1456481	कार्यादेश जारी
नाली पटरा एव सड्क लिमाण कार्या वार्ड नंध 13 नेवादा में महामना नगर कालोनी उत्तरी करौदी में छतिग्रस्त सड्क	510	7032500	निविदा स्वीकृत कार्यवाही में
को मरम्मत पटरा व इटरलाकन गाला जनमान एडुन वार्ड नंठ 09 सरायसूर्जन में संत गोपालनगर बडी पटिया में स्थित कालोनी के	300	1750000	अनुबन्ध हेतु नोटिस जारी
 बर्जर सड्क मरम्मत का कार्य। वार्ड ने0 27 बिरदोपुर अन्वर्गत् मो0 विनायका में मकान नं0 एन0 16/52-बी0-टडी0, चन्द्रभान द्विवेधी के मकान से एन0 16/53-ए तक सड़क पटरी एखं नाली निर्माण का कार्य। 	75	1017250	कार्यादेश जारी
पटरा एव नाला निमाण को जाना वार्ड नं0 29 के अन्तर्गत् मो0 सुन्दरपुर में कवीस कान्वेन्ट स्कूल से एन0 62 2/297-बी-6 होते हुए एन0 2/297-1 तक सड्क नाली एवं पटरी का कार्य (बब्लू मिश्रा से अशोक गौड़)।	344	2329300	70 प्रतिशत
वार्ड सं-16, पण्डयपुर प्रेमचन्द्र नगर कालोनी में काली मंदिर से धकित नगर माग तक 63 स्थित दैत्यावीर बाब्ध मंदिर से आशाबीप छोटल से डोतु हुये सिन्ची कालोनी तक सड्क	750	2943958	कायदिश जारी
निर्माण कार्ष। सारनाव वार्ड से-33 अन्वर्गत बुद्धा सिटी कालोनों में नन्यूपटेल के आवास से उमेश पटेल के आवास तक राखन औवास्वय के आवास से पवन सिंह, घरम शीला देवी, संतोष 64 राजघर के आवास से होते हुए ठीह बाबा मंदिर तक सड्क निर्माण कार्य।	1500	5941018	कार्यादेश जारी
जरना चार्ड सं-10 मो0 भरलाई में बाईपास सम्पर्क मार्ग से बबरंग अस्पताल से हेम्ते हुवे 65 माजल के मकान तक इण्टरलाकिंग द्वारा कच्ची गली निर्माण का कार्य।	340	1785877	अनारम्भ
तरना वार्ड सं-10 मो0 परमानन्दपुर में चक्कवाल विद्या मन्दिर से भगतपुर प्राइमरी पाठशाला 66 होते हुए मगतपुर तक सहक निर्माण का कार्थ।	825	8977500	अनारम्भ
हात हुए मानगुर कालोनी में इतिग्रस्त मार्ग (पिच रोड) का सुधार कार्य। 67	308	994500	अनुबन्ध हेतु नोटिस बारी
रिवपुर बाबार रोड के दोनों तरफ आर.सो.सी नाली का निर्माण कार्ब	750	5141400	निविदा स्वीकृति की कार्यवाह
69 सुधार कार्य।		2066018	कार्यादेश जारी
सुधार काम। वार्ड सं-63 मोठ गोरीगंज में भेलुपुर मुख्य मार्ग से बी012/196 तक सड्क, नाली का का 70	र्थ। 425	2793886	अनुबन्ध हेतु नोटिस जारी
महेश नगर कालोनी में सदक, नाली व पटरी का कार्य। 71	1100	7249467	40 प्रतिशत
रछुनाय नगर कालोनी में सड्क, नाली, पटरी का कार्य। 72	150	1028376	पूर्ण, प्रथम एवं अन्तिम बिंह धुगतान हेतु अग्रसारित।
रांकुलधारा पोखरा से दाहा बीक होते हुए खोजवाँ जाने वाली सड्क जोडोंकरण का क		4221676	अनुबन्ध हेतु नोटिस वारी

ुन्दरपुर ग्रज्ञा नगर में मंधने0 एन-2/125 परमारका प्रसाद के मकान से उद्यान सिंह मकान होते हुए बाबू लाल के मकान तक नाली एवं सड्क का कार्य।	275	4648638	अनुबन्ध हेतु नोटिस जारी
मो0 सुन्दरपुर में मंठनठं बी034/187 से बी034/03 घाया विश्वकर्मा पुलिया तक नाली पटरी	150	2488972	अनुबन्ध हेतु नोटिस जारी
निर्माण एवं सड़क सुधार का कार्म। मोठ नरिया में सर्मावना हास्पिटल से अमृत गेस्ट हाउस तक सड़क पटरी एवं नाली	150	1390900	अनुबन्ध हेतु नोटिस जारी
निर्माण कार्य। इन्द्रानगर में मिन्ट आटा चक्की में शिबी मन्दिर तक सड्क सुबार कार्य।	750	2341523	10 प्रविशत
जंगमबादी में डी035/46 से 35/66सी डी035/66डी डी035/76 एवं डी041/01 डी035/01,			निविदा स्वीकृत कार्यवाही में
75 से महनपरा सहक तक रबर मोल्डेंड इण्टरलाकिंग कांग्री	600	2870351	अनुबन्ध हेतु नोटिस जारी
) शिवपुरवा में के कालोनी में सड़क पटरी व नाली निर्माण का कार्य। सिद्धगिरी बाग में छोटी येवा कालोनी में सड़क एवं नाली निर्माण कार्य।	700	3378358	अनुबन्ध हेतु नोटिस जारी
निराला जगर लेन ने-05 मे सड्क निर्माण कार्य।	410	1784988	अनुबन्ध हेतु नोटिस जारी
चेतगंक क्षेत्र के वार्ड सं761 लइंगपुरा में औरवागाद जौरातः से सराय उरतरी फाटक होते 12 हुए श्री मॉर्ते मण्डार तक बीएएमअएसअडीग्रवीग्रसी0 व कोरसी0 दून निर्माण कार्य।	260	2271588	स्वीकृत की कार्यवाही में
चेतगंज वार्ड सं-28 में वन्दना होटल से शिवनाथ हलवाई तक वीछएमछएसछडी0 वीछसी0	595	1703669	स्वीकृत की कार्यवाही में
83 हारा सहक सुधार कार्य। चेतरांव छेत्र के वार्ड से-67 मोठ सराय गोवर्धन मेहोख सलीम फाटक से काली महल 84 तिराहा तक वीठएमठएमठरीठ द्वारा सहक सुधार कार्य।	550	1782381	अनुबन्ध हेतु नोटिस जारी
तिराहा तक वोठएमठएसठहाठ द्वार्थ संबन्ध हुआर भगपा मरीमाई से साजन तिराहा होते हुए सिगरा चौगला तक चाला मरम्मत एवं उच्चीकरण घ ⁸⁵ आरएसीएसठी कवर कार्य।	1700	9982594	निविदा स्वीकृत की कार्यवाही
नाटी इमली चोराहा से जगतमंच तिराहा होते हुए कुलपति आवास तक सब्क सुवार कार्य।	700	1391804	कायदिश जारी
⁵⁰ (वार्ड से-58) 87. वार्ड से-58 जगतगंज तियहा से राभकटोरा रोड तक सङ्क सुवार कार्य।	356	900000	कायदिश जारी
87. वार्ड स-43 श्री प्यारे लाल मौर्य के आवास से कोनियाघाट तक सदक सुधार कार्य।	320	952459	कार्यादेश जारी
यार्ड से-43 श्री प्यारे लाल माय के आवास से कानगावा के उन्हें पूर्व के सुद्द के साल माय के आवास से कानगावा के स् वाढ सा 39 लाटभेरव विराहा से सीताराम भवन होते हुए बीठटीठ राह रेलवे कासिंग 89 तक सङ्क सुधार कार्य।	360	1653241	कार्यादेश जारी
90 वार्ड 45 चेतमणि चौराहा से रविन्द्रपुरी मुख्य मार्ग तक व लेन नं का सीएसी0 सड्क नाली व पटरी का कार्य।	180	9240385	कायदिश जारी
91 मो0 सुन्दरपुर में शिवजी मंदिर से करौदी चौराहे तक मार्ग सुचार कार्य।	1000	1597927	अनुबन्ध हेत नोटिस जार्र
92 92 कार्य।	450	2481521	अनुबन्ध हेत नोटिस जान
93 जवाहर नगर एक्सटेन्शन में यूनियन बैंक से बीठ 25/70 ए -1 होते हुए कायल जनरल स्टोर तक सड्क पटरी व नाली का कार्य।	450	3502236	कायदिश जारी
भो0 सुन्दरपुर चौराहे से थीरेन्द्र महाविद्यालय होते हुए करौदी तिराहे तक सड्व सुधार का कार्य ।	5 1200	4562610	कार्यादेश जारी
Ren Min	-	5	AR .

से	चितईपुर इन्द्रानगर केदार के पुलिया के पास ईश्वर दयाल राय के मकान पिथलेश शरण और.एस0 पी0 मिश्रा के मकान से हेते हुए एम0पी0सिंह के	250	2083124	20 স্পরিস্থার
मक	ान तक सङ्क पटरी एवं नाली का कार्य।	475	1808226	पुनः निविदा मे
मो	बर्गज में दयाल टावर से दीनदयाल चौराहा तक सहक निर्माण कार्य। सुन्दरपुर में श्री बल्लू श्रीवास्तव मधन0 एन0 2/249ए से मधन एन0 2/219	330	2352900	पुनः निविद्य मे
रान	नंद पाल के मकान तक नाली एवं सड़क का कार्य। ोपुर अन्तर्गत् श्री रामनगर कालोनी में लन नं.0 3,5,व 12 में सड़क व ती पटरी का कार्य।	210	2114274	40 प्रतिशत
मो	0 बडी पटिया जानकी नगर मुख्य मार्ग का निर्माण कार्य।	500	7232500	कार्यादेश जारी
0 ज	र्ड सं0 11 नगवाँ में रविदास पार्क स्थित पंचकोशी रोड से गंगोत्री बिहार ने वाले सड्क व नाली पटरी का कार्य।	300	5576013	कार्यादेश जारी
व स	ार्ड सं0 11 मगवाँ में शिवप्रसाद गुप्त कालोनी में लेन नं0 1,2 व 3 से इक पटरी नाली का कार्य।	350	6568589	कार्यादेश. जारी
	nे0 नेववा सुतुष्टि हास्पिटल मुख्य मार्ग से गनेहा धाम कालोनी पार्क के मध्य युद्क सुधार कार्य।	150	745780	अनुबन्ध हेतु नोटिस जारी
03	लियाना, चौराहे से बजरडीहा पुलिस चौकी होते हुये धरहरा टेम्पो स्टैण्ड तक बली एवं सड्क का कार्य	700		पुनः निविदा में
104	खोजवॉ में शारदा नगर कालोनी में सड्क व नाली का कार्य।	230	1958158	अनुबन्ध हेतु नोटिस जारी
105	रामापुरा में गिरजाघर चौराहा से दशाश्वमेध बाना होते हुए कोदई चौकी सड्क मरम्मत एवं दोनों तरफ नाली व जगह जगह पटरी के निर्माण का कार्य ।	425.00	6024766	पुनः निविदा में
106	गोदौलिया चौराहा से पाण्डेय हवेली तक दोनो तरफ नाली निर्माण का कार्य ।	1000	3120049	अनुबन्ध हेतु नोटिस जारी
107	लक्सा विराहा से औरगाबाद पुलिस चौकी एवं लक्सा रोड से काली जी मंदिर तक सदक मरम्मत एवं नाली निर्माण का कार्य ।	687	5133666	पुनः निविदा मे
108	मो0 पाण्डेय इवेली मे भ0सं02 से डी0 28/162 तक मार्ग सुधार का कार्य ।	177	1805130	स्वीकृति की कार्यवाही में
109	मो0 सदानन्द बाजार मे म0सं0 ही 43/24 से ही0 42/98 तक मार्ग सुधार का कार्य ।	120.70	1170259	निविदा स्वीकृति की कार्यवाह
11	0 मदन मशीनरी मार्ट कालोनी की सड्क पटरी व नाली का कार्य।	150	979027	निविदा स्वीकृति की कार्यवा
11	काजीपुरा खुर्द मे हरिजन बस्ती सी14/175-41 आहुजा से होवे हुए 1 सी14/161-उबी होते हुए सी14/161-5-ए-1 वनवारी सिंह के मकान तक सड़क व नाली निर्माण का कार्य ।	145	1310713	निविदा स्वीकृति की कार्यवा
7.	पूर्गा नगर कालोनी में म0न0 डी65/284-बी से डी65/285 से डी65/79-2 सत्य प्रकाश के मकान तक सड़क सुधार व पटरी नाली निर्माण का सुधार कार्य ।	610	5877900	निविदा स्वीकृति को कार्यवा

		58,266 किमी0	4972.55 साख	
	योग	58266	497255635	
125	वार्ड 30 अकथा अन्तर्गत रूप्पनपुर चौद्वान बस्ती में गली सुघार एवं आर0सी0सी0 नाला का निर्माण कार्य।	400	6272405	৪০ মনিয়ান
124	वार्ड सं0 26 पहाँड्या अन्तर्गत मौबा हाल अशोक नगर बी ब्लाक में विद्यार्थी प्रशिक्षण केन्द्र से सा0-18/74 ए बी तक चौका रेजिन्ग व नाली निर्माण तथा विद्यार्थी प्रशिक्षण केन्द्र से सा0-18/127 जी -1 तक व सा0-18/81-ए 1 ए से सा0-1881-1-के तक एवं नक्की घाट रोड स्थित सा0-18/99 एच-2 से सा0-18/98 ओ -1-सी तक एवं जनक नगर कालोनी में डा0 शैलेश यादव से सा0-17/227 सी होते हुये सा0-17/228 डी तक कच्वी गली में इण्टर लाकिन्ग लगाने व के0 सी0 नाली निर्माण का कार्य।	590	3880000	30 प्रतिशव
123	वार्ड सं०- 20 राजा बाजार अन्तर्गत अनन्ता कालोनी, इमलाक कालोनी एवँ विश्वकर्मा पटेल कालोनी में सब्क सुधार का कार्य।	1127	3548750	निविदा स्वीकृति की कार्यवाही
122	वार्ड स0ं 18 नदेसर अन्तर्गत नदेसर पुलिस चौकी से पानी टंकी होते हुये खरबूजा शहीद रोड तक सड़क मरम्मत, नाली, पटरी व वेन्डिंग जोन हेतु स्याई वैरीकेटिंग (स्टील) का निर्माण कार्य।	210	3068254	कायदिश जारी
121	वार्ड 36 मो0 नक्खीघाट में नील के मकान एवं अजय के मकान तक खुले नाले पर स्लैब डालने का कार्य।	175	2230507	कार्यादेश जारी
120	मोo नवापुरा में जीoटी रोड से सौरभ मेडिकल तक सड़क मरम्मत कार्यर्थ	280	1055957	अनुबन्ध हेतु नोटिस जारी
	वार्ड 49 प्रइलादघाट तिराहा से ए 22/76 से मछोदरी प्राइमरी स्कूल तक इण्टर लाकिंग नाली पटरी निर्माण कार्य।	630	1999033	कायदिश जारी
101	वार्ड 75 अन्तर्गत डीइवारी माता मन्दिर से बागेश्वरी देवी मन्दिर तक सद्क सुधार कार्य।	200	808600	पुनः निविदा मे
17	वार्ड 36 में शक्कर तालाब पुलिया से तीनपुलवा तक नाला निर्माण कार्य।	250	4155500	अनुबन्ध हेतु, नोटिस जारी
	कोतवाली वार्ड सं० 54 कतुआपुरा अन्तर्गत विशेश्वरगंज गल्ला मण्डी के अन्दर हा सड्क/चौका का सुधार कार्य।	150	4526700	पुनः निविदा की कार्यवाही
52	बैक वार्ड सें0 60 पियरी कला में निद्वाला सिंह कालोनी में पटरी नाली नेमॉण का कार्य।	211	1178856	कार्यादेश जारी
	ार्वती पुरी कालोनी व कालिया नगर कालोनी में सडक मरम्मत एवं पटरी ाली निर्माण कार्य ।	392	3787649	निविदा स्वीकृति की कार्यवाही प
1	नुरवा राधा मार्केट से श्री जमुना विन्द लकडी होते हुए आइ ई0 एस0 दाम तक सड़क, नाली निर्माण सुधार का कार्य ।	598	4526700	पुन: निविदा में

Be-60 MC BAS

Aler 5 एस० प्रदिमिलेत मुख्य अक्रियन्ता जगर जिगम, वाराणही

RD1.4 Black-topping of unpaved road								
Name of the road to be black topped	Length to be black topped (in Km)	Estimated Budget Required	Budget Allocated	Timeline for Target Completion				
 Sonarpura to Harishchandra Ghat Tulsipur to Motijhil Durga Ji Mandir to Kabir Nagar Dr. Usha Gupta Hospital to Giri Nagar Colony Newada Santusti Hospital to Newada Primary School Teliya Chauraha to J.P. Hospital Pandeypur Main Road to Hero Agency Showroom Kachehari to LT College Narayapur to Laxmanpur Mahaveer Chauraha to Sindhaura Road Khajuri to Sudhakar Marg Sarnath to Pahariya Chaurah Kaliji Mandir to Azamgarh Road 	50 Km	_	19 Cr	Mar-22				

RD1.7 End-to-end paving of the road								
S.No.	Name of the road to be end to end paved	Length to be paved (in Km)	Estimated Budget Required	Budget Allocated	Timeline for Target Completion			
1	Shivpur-Lahartara Marg (4 Lane)							
2	Olde NH-2-Cantt Parava Marg Shivpur-Natiniadayi to Parmanandpur New Construction work							
3	Ledhupur Parwat marg - Shri Krishna Nagar Colony							
4	NH-29 Shahpur - Yadav Basti							
5	New Ashok Bihar - Shivpur Marg							
6	Pahriya Chaurahe - Nakkhi Ghat Marg							
7	Kazzakpura tirahe - Ahsapur Marg							
8	Chukha Ahiran Sampark Marg							
9	Khalishpur Sampark Marg Modernization	147 Km	_	3 Cr	Dec-21			
10	Jalhupur Mustfabad - Jalhupur Yadav Basti							
11	Pahariya Sampark Marg Modernization							
12	Newada - Anu Basti Sampar Marg							
13	Pachkoshi Marg - Ashok Nagar Colony							
14	Shivpur Indrapur Koilahawa marg modernization							
15	Sato Mahua Murdha - Purabpur Marg modernization Rampur Anu Jati Basti Sampark Marg Mahdepur se Puwarikala Hospital Marg							

Annex-RD-6 Annenue RD-1.12

कार्यालय- नगर आयुक्त, नगर, निगम, वाराणसी

पत्र संख्या- १३८ /न्त0. आत/2016 न बिनांक- ८९ /12/2016

सेवा में,

श्री सतीश चन्द्रा निदेशक, सेन्ट्रल रोड रिसर्च इंस्टिट्यूट दिल्ली मथुरा रोड पी0ओ0 (सी0आर0आर0आई0) नई दिल्ली- 110025 ।

विषय:- वेस्ट प्लास्टिक के प्रयोग से सड़क निर्माण कार्य के संबंध में।

महोदय,

उपरोक्त विषयक के संदर्भ में अवगत कराना है कि नगर निगम वाराणसी प्रथम चरण में 10 सड़कों के निर्माण कार्य वेस्ट प्लास्टिक से कराने जा रहा है। उक्त कार्य दिनांक 15.12.2016 से रिनांक 20.12.2016 के मध्य , कराना सुनिश्चित किया गया है निर्मित की जाने वाली सड़कों का विवरण निम्नवत् है:--

क सं0	कार्य का नाम	अनुमानित लम्बाई
1	2	(मी०)
	वरूणापार जोन	3
1	वरूणापार में नगर आयुक्त कैम्प आफिस की सड्क।	
2	बुद्ध बिहारी कालोनी की सड़क।	50
		100
3	आदमपुर जोन आई0डी0एच0 कैम्पस के अन्दर सड़क।	
4		100
-	राम कटोरा सावन फैक्ट्री चौराहे से पार्क के पीछे वाली सड़क।	100
	कोतवाली जोन	
5	वार्ड 41 गाय घाट में राधा कृष्ण मंदिर के सामने की सड़क।	60
6	दूरसंचार कार्यालय की सड़क।	
	दशाश्वमेध जोन	28.10
7	वार्ड 17 नोन्द्रा माता मंदिर संत रधवर नगर कालोनी में सहक।	
8	चेतगंज वार्ड 45 के अन्तर्गत् लेवर चौराहा से मुंशी मथुरा प्रसाद रोड तक सडक।	27
	्रिंग में प्रति के संडक।	65
,	भेलूपुर जोन श्री रामनगर कालोनी लेन नं 2 की सड़क।	
0		90
0	बृजइन्कलेब कालोनी में सुन्दरपुर मुख्य मार्ग से बृजइन्कलेब कालोनी तक सड्क।	60

उक्त प्रद्धति का निर्माण कार्य प्रथम बार नगर निगम, वाराणसी द्वारा कराया जा रहा है।

अत: आपसे अनुरोध है कि वेस्ट प्लास्टिक से निर्मित सड़कों के निर्माण कार्य में भिज्ञ किसी विशेषज्ञ को उक्त तिथि में वाराणसी भेजने का कष्ट करें जिससे उचित मार्ग दर्शन प्राप्त हो सके।

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भवदीय (श्रीहरी प्रताप शाही) नगर आयुक्त up.

Annex-RD-7

वर्षाकाल 2020 में कराये गये वृक्षारोपण

- वन विभाग— वर्षाकाल 2020 में शहरी क्षेत्रों के अन्तर्गत 119050 पौधे रोपित किये गये एवं मियावाकी पद्यति के अनुसार 37500 पौधे कुल 156550 पौधों का रोपण किया गया है।
- अन्य विभाग— वर्षाकाल 2020 में नगर विकास द्वारा शहरी क्षेत्रों के अन्तर्गत 62150 पौधों का रोपण कराया गया है।

वर्षाकाल 2021 में प्रस्तावित वृक्षारोपण कार्य

- वन विभाग— वर्षाकाल 2021 में शहरी क्षेत्रों के अन्तर्गत 20350 पौधे एवं मियावाकी पद्यति के अनुसार 46500 पौधे कुल 66850 पौधों का रोपण प्रस्तावित किया गया है।
- अन्य विभाग— वर्षाकाल 2021 में नगर विकास द्वारा शहरी क्षेत्रों के अन्तर्गत 69600 पौधों का रोपण कार्य प्रस्तावित है।

				ं कराये गये वृक्षारोपण कार्य का स्थलवा		
क्र0स	0 प्रभाग का नाम	रज का नाम	भूमि का प्रकार	स्थल का नाम	क्षेत्रफल	रोपित पौध
					(हे0 में)	की संख्या
	1			पद्यति के अनुसार वृक्षारोपण		
1	वाराणसी	वाराणसी	सामान्य	उत्तर रेलवे भूमि डोमरी	1.00	3000
2	वाराणसी	वाराणसी	सामान्य	राजकीय बालिका इण्टर कालेज मलदहिया	0.25	750
	The second second second			योग	1.25	3750
				सामान्य वृक्षारोपण	1.25	3750
1	वाराणसी	काशी		•		
2	वाराणसी	<u>काशी</u>	सामान्य	39 जी0टी0सी0(अ)	15.00	1650
-	वाराणसी		सामान्य	केन्द्रीय कारागार भूमि	4.00	440
3	বারাগনা	काशी	ऊसर	भवानीपुर दिनदयालपुर ग्राम सैनिक प्रशिक्षण 39 जी0टी0सी0	19.00	3800
4	वाराणसी	वाराणसी	सामान्य	भटनी वाराणसी रेलपथ (आशापुर से सलारपुर)	3.00	220
5	वाराणसी	काशी	सामान्य	39जी0टी0सी0 (नाला के किनारे)	5.00	330
6	वाराणसी	काशी	सामान्य	39 जी0टी0सी0 (कादीपुर ग्राम)		550
7	वाराणसी	काशी	सामान्य	39 जी0टी0सी0 (शूटिंग ऐरिया)	6.00	660
8	वाराणसी	काशी	सामान्य	39 जी0टी0सी0 (वरुणा नदी के किनारे कोइलवां	10.00	1100
				बाबा)	10.00	1100
9	वाराणसी	काशी	सामान्य	39 जी0टी0सी0 (रेलवे लाइन के किनारे)	5.00	550
10	वाराणसी	काशी	सामान्य	39 जी0टी0सी0(वरुणा नदी के किनारे कोइलवां		550
		- P 00000		बाबा उत्तर साइड)	10.00	1100
11	वाराणसी व	काशी	सामान्य	39 जी0टी0सी0 (कैन्टोमेन्ट ऐरिया)	10.00	625
				योग-	97.00	11905
-						
-		and the second structure	and the second state of the second	सम्पूर्ण योग-	98.25	15655

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	वर्षाकाल-2021 में शहरी क्षेत्र में प्रस्तावित वृक्षारोपण कार्य का स्थलवार विवरण							
क्र0सं0		रेंज का नाम	भूमि का प्रकार	स्थल का नाम	क्षेत्रफल (हेंग में)	पौधों की संख्या		
			मियावाकी पद्य	ते के अनुसार प्रस्तावित वृक्षारोपण				
1	वाराणसी	কাখ্যা	सामान्य	केन्द्रीय कारागार भूमि, शिवपुर, वाराणसी	1.00	30000		
	वाराणसी	वाराणसी	सामान्य	पी०ए०सी० रामनगर, वाराणसी	0.55	16500		
-	91(1-1(1)			योग-	1.55	46500		
100				सामान्य वृक्षारोपण				
1	वाराणसी	কাখী	सामान्य	39 जीoटीoसीo प्रशिक्षण केन्द्र	3.00	3300		
2	वाराणसी	কাহ্যী	सामान्य	39 जीoटीoसीo वरुणा नदी के किनारे	10.00	11000		
-	वाराणसी	काशी	सामान्य	39 जीठटीठसीठ दक्षिणी ओर	2.00	2200		
4	वाराणसी	वाराणसी	सामान्य	उत्तर रेलवे भूमि नक्खीघाट से सरैयां	3.50	3850		
-	41(1-1(1)	4ro-ron		योग-	18.50	20350		
-				सम्पूर्ण योग-	20.05	66850		

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2.1 विकास अनुज्ञा हेतु अनिवार्यताएं

(1) विकास अनुज्ञा के लिये निर्धारित प्रपत्र (परिशिष्ट—1) पर आवेदन पत्र की दो प्रतियॉ, मानचित्रों के चार सेट / कम्प्यूटरीकृत ड्राइंग (.dwg या समकक्ष फार्मेट में) सी.डी. में नियत शुल्क अदा करने की रसीद सहित जमा किए जाएंगे।

- (II) जमा किये जाने वाले मानचित्रों में, 'की प्लान', 'महायोजना में स्थिति का मानचित्र', 'साइट प्लान', 'तलपट मानचित्र' और 'सर्विसेज प्लान' मी शामिल होंगे।
- (III) मानचित्र पर अनुज्ञा प्रदत्त हो जाने पर एक सेट प्राधिकरण में अभिलेख हेतु रखा जाएगा।
- (IV) समस्त मानचित्र अनुज्ञापित व्यक्ति द्वारा तैयार किए जाएंगे और उनके द्वारा नाम, पता, योग्यता और प्राधिकरण की अनुज्ञप्ति संख्या दर्शाते हुए हस्ताक्षर किए जाएंगे। इसके अतिरिक्त मू/भवन स्वामी के हस्ताक्षर भी होंगे।
- 2.1.2 सूचनाएं एवं दस्तावेज
 - 2.1.2.1 प्राधिकरण आवेदन पत्र, यथास्थिति निम्नलिखित सूचनाओं और दस्तावेजों के साथ जमा योजना में किया जाएगा:--
 - (1) कब्जा पत्र तथा लीज/लाइसेन्स डीड के साथ जारी साइट प्लान की प्रतिलिपि।
 - (11) भू-खण्ड के स्वामित्व समर्थक दस्तावेज की प्रति।

2.1.2.2 अन्य क्षेत्रों/ आवेदन पत्र यथास्थिति निम्नलिखित सूचनाओं और दस्तावेजों के साथ जमा योजनाओं में किया जाएगा:-

- (1) आवेदक के स्वामित्व समर्थक दस्तावेज की प्रति या रजिस्ट्रीकृत विलेख।
- (11) साइट प्लान (जिसमें भू–खण्ड संख्या और क्षेत्रफल/भवन की संख्या, गॉव, मोहल्ला का नाम, आदि का उल्लेख होगा)।
- (III) नजूल अथवा इम्प्रूवमेन्ट ट्रस्ट की भूमि होने की दशा में सम्बन्धित विभाग से फ्री-होल्ड डीड अथवा अनापत्ति प्रमाण-पत्र।
- 2.1.2.3 'की—प्लान' भूखण्डों के उप—विमाजन अथवा कालोनी के विकास या पुर्नविकास की अनुज्ञा हेतु आवेदन—पत्र के साथ 'की—प्लान' जिसमें उत्तर दिशा—सूचक और पैमाना (जो 1:10,000 से कम न हो) तथा उप—विमाजन हेतु प्रस्तावित भूमि की स्थिति को दर्शाया गया हो।
- 2.1.2.4 साइट
 (!) आवेदक के स्वामित्व की भूमि के सजरा संख्या या अन्य स्थानीय

 प्लान
 प्राविधानों सहित सीमावर्ती भूमि के विवरण दिए जाएंगे।
 - (II) सीमावर्ती भूमि आवेदक के स्वामित्व में होने पर तथा पूर्व में उप–विभाजन स्वीकृत होने पर उसमें उपलब्ध सुविधाओं और प्रस्तावित स्थल हेतु विद्यमान पहुँच मार्गों का भी उल्लेख होगा।
 - (क) प्रस्तावित उप–विभाजन में स्थल से मुख्य सड़क या मार्ग तक पहुँचने के स्थान की वर्तमान दूरी, सड़क का नाम एवं चौड़ाई के उल्लेख सहित दर्शाए जाएंगे।
 - (ख) समस्त विद्यमान संरचनाओं और फीचर्स की स्थिति जैसे हाईटेंशन लाइन, टेलीफोन/बिजली के खम्भे, अण्डर ग्राउण्ड पाइप लाइनें, पेड़, भवन, रेलवे लाइन, आदि जो स्थल की सीमा से 30 मीटर के भीतर हों, दर्शाई जाएंगी।

2.1.1 अनुज्ञा हेतु आवेदन

- (ग) भूखण्ड की समस्त मुख्य भौतिक विशेषताएं जिनके अन्तर्गत किसी जलाशय की स्थिति और लगभग आकार, बाढ़ग्रस्त क्षेत्र और स्थल का ढाल (1:20 से अधिक होने पर 0.3 मीटर के अन्तराल पर समोच्च रेखाएं (कन्टूर) सहित) दर्शाई जाएंगी।
- (घ) महायोजना/जोनल प्लान में स्थल की स्थिति।
- (ड.) प्रयुक्त पैमाना और उत्तर दिशा-सूचक।

उप–विभाजन तलपट मानचित्र 10 हेक्टेयर तक के भूखण्डों हेतु 1:500, 10 हेक्टेयर से 50 हेक्टेयर तक के भूखण्डों हेतु 1:1000 तथा 50 हेक्टेयर से अधिक के भूखण्डों हेतु 1:2000 के पैमाने पर होगा तथा उसमें निम्नलिखित विवरण दर्शाये जाएंगे:–

- (I) पैमाना तथा उत्तर दिशा—सूचक।
- (11) स्थल के अन्दर समस्त प्रस्तावित एवं विद्यमान सड़कों की चौड़ाई।
- (III) भूखण्डों के माप सहित सैट–बैक लाइन्स तथा भूखण्डीय विकास की पद्धति यथा 'रो–हाउसिंग', 'सेमी–डिटेच्ड' अथवा डिटेच्ड।
- (IV) सर्विसेज़ प्लान जिसमें नालियॉ, वाटर-सप्लाई नेटवर्क, सीवर, इलैक्ट्रिक लाइन्स, सामुदायिक सुविधाएं एवं सेवाएं, आदि एवं इनकी वाहय विद्यमान/प्रस्तावित सुविधाओं के साथ संयोजन की व्यवस्था दर्शायी गयी हो।
- (V) तालिका जिसमें उप–विभाजन तलपट मानचित्र के अन्तर्गत समस्त भुखण्डों के आकार, क्षेत्रफल और उपयोग का विवरण दिया गया हो।
- (V) तालिका जिसमें स्थल का सम्पूर्ण क्षेत्र, सड़कें, खुले स्थान, विभिन्न उपयोगों के भूखण्ड यथा आवासीय, व्यवसायिक, सामुदायिक सुविधाएं तथा अन्य सार्वजनिक उपयोग (जो उप–विभाजन में प्रस्तावित हो), के सम्पूर्ण क्षेत्रफल के प्रतिशत का विवरण।
- (VII) निर्मित क्षेत्र में स्थित भूखण्डों हेतु प्रस्तावित उप–विभाजन की दशा में उपर्युक्त (I) से (VI) तक वर्णित विवरण के अतिरिक्त विद्यमान सड़क से पहुँच मार्ग की सुविधा भी दर्शाई जाएगी।
- (VIII) लैण्डस्केप प्लान (वृक्षारोपण सहित)।
- (IX) ग्राउन्ड वाटर के संरक्षण एवं रिचार्जिंग हेतु सक्षम प्राधिकारी द्वारा निम्न प्राविधान सुनिश्चित कराए जाएंगे:-
 - (क) नयी योजना बनाने से पूर्व क्षेत्र का जियोलॉजीकल/ हाइड्रोलॉजीकल / हाइड्रोजियोलॉजीकल सर्वेक्षण कराया जाए एवं भू–जल की रिचार्जिंग हेतु स्थानीय आवश्यकतानुसार उपयुक्त पद्धति को अपनाया जाए।

2.1.2.5 उप– विभाजन तलपट मानचित्र

- (ख) 10 एकड़ से अधिक क्षेत्रफल की योजनाओं के ले-आउट प्लान्स में पार्क एवं खुले क्षेत्र हेतु प्रस्तावित भूमि के अंतर्गत उपयुक्त रथलों पर जलाशय/जलाशयों का निर्माण किया जाएगा जिनका क्षेत्रफल कुल योजना क्षेत्रफल का न्यूनतम 01 प्रतिशत होगा। जलाशय के निर्माण के पूर्व संबंधित योजना के अंतर्गत वर्षा जल के प्राकृतिक कैचमेन्ट एरिया को चिन्हित करते हुए वर्षा जल के आयतन, क्षेत्र के हाइड्रोजियोलाजिकल, टोपोग्राफी, लीथालॉजी, मुदा गुणों तथा प्रस्तावित जलाशय में वर्षा जल के संभावित ठहराव (रिटेन्शन) व "स्टेगनेशन" का अध्ययन एवं तत्संबंधी फिजिबिलिटी का आंकलन किया जाए और उसके अनुसार ही जलाशय का आकार एवं गहराई निर्धारित की जाए, परन्तु जलाशय की अधिकतम गहराई 02 मीटर रखी जाए। इसके उसी के योजना में केवल जलाशय अतिरिक्त "सरफेस-रन-आफ" को निस्तारित करने की व्यवस्था की जाए, प्रदूषित जल एवं उत्प्रवाह को उसमें न मिलाया जाए। पार्क व खुले क्षेत्र के अन्तर्गत निर्धारित मानकों के अनुसार एक कोने में रिंचार्ज पिट/रिचार्जशैफ्ट बनाए जाएं। ऐसे रिंचार्ज पिट/रिचार्ज शैफ्ट तथा जलाशय का निर्माण क्षेत्रीय हाइड्रोजियोलॉजी के अनुरूप एवं भू-जल के ढलान की दिशा में भूगर्भ जल विभाग के परामर्श के अनुसार किया जाए।
 - (ग) पार्कों में पक्का निर्माण, पक्के पेवमेन्ट सहित 5 प्रतिशत से अधिक न किया जाए तथा फुटपाथ एवं ट्रैक्स यथासम्भव 'परमीएबिल' या 'सेमी परिमीएबिल परफोरेटेड ब्लाक्स' के प्रयोग से ही बनाए जाएं। वर्षा जल के अधिकतम भूमिगत रिसाव को पार्क एवं खुले क्षेत्रों में प्रोत्साहित किया जाए।
 - (घ) सड़कों, पार्कों तथा खुले स्थान में ऐसे पेड़ पौधों का वृक्षारोपण किया जाएगा जिनको जल की न्यूनतम आवश्यकता हो तथा जो कम जल ग्रहण करके ग्रीष्म ऋतु में भी हरे भरे रह सकें।
 - (ड.) शासकीय अभिकरणों/निजी विकासकर्ताओं/ सहकारी आवास समितियों द्वारा प्रस्तावित नई योजनाओं के ले–आउट प्लान्स में दुर्बल एवं अल्प आय वर्ग को छोड़कर अवस्थापना सुविधाओं यथा जलापूर्ति, ड्रेनेज एवं सीवरेज के नेटवर्क के साथ–साथ रूफ टॉप रेन वाटर हार्वेस्टिंग के माध्यम से भू–जल की सामूहिक रिचार्जिंग हेतु अन्य पृथक नेटवर्क का प्राविधान किया जाए, जिससे व्यक्तिगत भूखण्डों/ भवनों हेतु रिचार्जिंग पिट से लेकर उपयुक्त स्थलों पर रिचार्जिंग स्ट्रक्चर्स की व्यवस्था हो।
- (च) शासकीय अभिकरणों/निजी विकासकर्ताओं/सहकारी समितियों द्वारा विकसित योजनाओं में 100 वर्ग मीटर अथवा उससे अधिक क्षेत्रफल के सभी प्रकार के भूखण्डों में रेन वाटर हार्वेस्टिंग पद्धति की स्थापना किया जाना अनिवार्य होगा। किन्तु 300 वर्ग मीटर से कम क्षेत्रफल के भूखण्डों पर निर्मित होने वाले भवन के सम्बन्ध में मात्र यह बाध्यता होगी कि भवनों की छत से वर्षा जल का सामूहिक रिचार्ज योजना के नेटवर्क में ही प्रवाहित किया जाए, जबकि 300 वर्ग मीटर अथवा उससे अधिक क्षेत्रफल के भूखण्डों में यदि सामूहिक रिचार्ज नेटवर्क नहीं हो, तो भवन स्वामी को स्वयं ही इस पद्धति की स्थापना करना अनिवार्य होगा।

2.1.2.6 विशिष्टियाँ भूखण्ड के उप-विभाजन की अनुज्ञा हेतु निम्नलिखित विशिष्टियाँ व विवरण प्रस्तुत किये जाएंगे :--

- (1) प्रस्तावित समस्त विकास कार्यो यथा सड़कों और गलियों की सामान्य विशिष्टियॉ, उनके ढाल और पेविंग, नालियाँ (साइड ड्रेन), पेयजल आपूर्ति का प्राविधान, मल व कूड़ा निस्तारण का प्रबन्ध, मार्ग–प्रकाश, खेल के मैदान, पार्क और सामुदायिक उपयोग विकास के विवरण।
- (II) स्थल के समीप उपलब्ध वाह्य अवस्थापना सुविधाएं यथा सीवेज निस्तारण स्थल, जल–निकासी व्यवस्था (नाला आदि), मुख्य सड़क, विद्युत–आपूर्ति व्यवस्था, जलापूर्ति हेतु स्त्रोत, इत्यादि।
- (11) औद्योगिक इकाईयों की स्थिति में उत्सगों के प्रकार एवं मात्रा।
- (IV) विकास प्राधिकरणों, आवास एवं विकास परिषद एवं निजी विकासकर्ताओं द्वारा विकसित की जाने वाली कालोनियों में टेलीकाम इन्फ्रास्ट्रक्चर हेतु भूमिगत टेलीकाम डक्ट अनिवार्य रूप से बनाया जायेगा।
- 2.1.3 विकास अनुज्ञा शुल्क प्राधिकरण द्वारा विकास अनुज्ञा हेतु जमा कराये जाने वाले शुल्क (विकास का आधार एवं शुल्क एवं अन्य निर्धारित शुल्क की गणना से सम्बन्धित विवरण आवेदक को गणना अनिवार्य रूप से उपलब्ध कराया जाएगा जिसमें शुल्क लिए जाने का आधार (अर्थात् सम्बन्धित शासनादेश / प्राधिकरण आदेश का संदर्भ) स्पष्ट रूप से दिया गया हो।
- 2.1.4 विकास अनुज्ञा हेतु विकास अनुज्ञा जारी करने से पूर्व प्राधिकरण द्वारा निर्धारित शर्तो के अनुसार अनुबन्ध आवेदक के साथ विकास अनुबन्ध निष्पादित किया जाएगा।
- 2.1.5
 विकास अनुज्ञा—
 ()
 एक बार दी गई अनुज्ञा अधिकतम पाँच वर्ष के लिए वैध होगी। उक्त पत्र की वैधता

 पत्र की वैधता
 अवधि में आवेदक द्वारा पूर्णता सम्बन्धी प्रमाण—पत्र प्राधिकरण से निर्धारित प्रक्रियानुसार प्राप्त किया जाएगा।
 - (b) प्रार्थी के आवेदन पर उक्त अवधि के पश्चात प्राधिकरण द्वारा निर्धारित नवीनीकरण/मानचित्र शुल्क लेकर अधिकतम तीन वर्षों हेतु समयावृद्धि दी जा सकती है।
- 2.1.6 विकास के प्रारम्भ अनुज्ञा के अधीन विकास प्रारम्भ करने पर आवेदक द्वारा उसकी सूचना विहित की सूचना प्रपत्र (परिशिष्ट–2) में दी जाएगी।
- 2.1.7 विकास के समय विकास के दौरान यदि स्वीकृत प्लान में कोई विचलन है या विचलन किया विचलन जाना अभिप्रेत है, तो प्रस्तावित विचलन निष्पादित करने के पूर्व प्राधिकरण से अनुज्ञा प्राप्त की जाएगी।
- 2.1.8 पूर्णता प्रमाण-पत्र विकास कार्य पूर्ण हो जाने के पश्चात् अनुज्ञापित तकनीकी व्यक्ति निर्धारित प्रारूप (परिशिष्ट-3) में सूचना देगा और उसके साथ मानचित्र की प्रति:/ कम्प्यूटरीकृत ड्राइंग (.dwg या समकक्ष फार्मेट में) सी.डी. में जमा करेगा, जिसके आधार पर प्राधिकरण द्वारा पूर्णता प्रमाण-पत्र जारी किया जाएगा। पूर्णता प्रमाण-पत्र की सम्पूर्ण प्रकिया अनुलग्नक-2 के अनुसार होगी।

पर्यावरण एवं पारिस्थितिकीय संतुलन के उद्देश्य से जोनल डेवलपमेन्ट प्लान के अन्तर्गत (क) जोनल जोन के कुल क्षेत्रफल की न्यूनतम 5 प्रतिशत भूमि पार्क एवं खुले स्थल/हरित क्षेत्र के 2.2.1 डेवलपमेन्ट रूप में आरक्षित की जायेगी। प्लान

आवासीय ले-आऊट प्लान, जो जोनल डेवलपमेन्ट प्लान का भाग आवासीय हो, के अन्तर्गत खुले स्थानों हेतु ले-आऊट के कुल क्षेत्रफल की भू-उपयोग न्यूनतम 10 प्रतिशत भूमि आरक्षित की जायेगी, जिसे 'टाट—लाट', पार्क तथा खेल के मैदान के रूप में विकसित किया जाएगा। ज़ोनल डेवलपमेन्ट प्लान प्रभावी न होने की दशा में पार्क एवं खुले स्थानों हेतु ले आउट प्लान के कुल क्षेत्रफल की न्यनूतम 15 प्रतिशत भूमि आरक्षित की जायेगी। यदि किसी योजना के ले आउट प्लान में मानक के अनुसार पार्क एवं खुले स्थल हेतु भूमि आरक्षित की गई हो, तो उस योजना में 'ग्रुप हाउसिंग' भूखण्ड के सापेक्ष पुनः पृथक से पार्क एवं खुले स्थल का प्राविधान किया जाना आवश्यक नही होगा।

- अनावासीय क्षेत्र के ले-आऊट प्लान, जो ज़ोनल डेवलपमेन्ट प्लान अनावासीय (11) का भाग हो, के अन्तर्गत पार्क एवं हरित पट्टिकाएं और भू-उपयोग पारिस्थितिकी का सन्तुलन बनाए रखने के लिये खुले स्थान का क्षेत्रफल ले-आउट के कुल क्षेत्रफल का 5 प्रतिशत होगा, जिसे पार्क, ग्रीनरी/ग्रीन बैल्ट, इत्यादि के रूप में विकसित किया जायेगा। ज़ोनल डेवलपमेन्ट प्लान प्रभावी न होने की दशा में खुले स्थानों हेतु ले-आउट के कुल क्षेत्रफल की न्यूनतम 10 प्रतिशत भूमि आरक्षित की जायेगी।
- टिप्पणीः उपर्युक्त प्रस्तर–2.2.1 के (1) तथा (11) के अन्तर्गत अपेक्षित खुले स्थान महायोजना में प्रस्तावित खुले स्थान के अतिरिक्त होंगे अर्थात महायोजना में प्रस्तावित खुले स्थान को सम्मिलित करते हुए तलपट मानचित्र प्रस्तुत किए जाने की स्थिति में भी उपर्युक्त प्रस्तर-2.2.1 के (1) एवं (11) की अपेक्षानुसार खुले स्थान का अलग से प्राविधान किया जाना अनिवार्य होगा। रेन वाटर हार्वेस्टिंग हेतु अपेक्षित भूमि की गणना इसी प्रतिशत में सम्मिलित की जा सकती है। परन्तु 3000 वर्ग मीटर क्षेत्रफल से कम भूखण्डों का उप–विभाजन प्रस्तावित होने की दशा में खुले स्थान का प्राविधान अनिवार्य नही होगा।
- खुले स्थान की न्यनूतम औसत चौड़ाई 7.5 मीटर होगी तथा खुले स्थान का 2.2.2 खुले स्थान के (1) न्युनतम क्षेत्रफल 200 वर्ग मीटर होगा। स्थल की भौतिक आकृति के दृष्टिगत मानक प्राधिकरण द्वारा भिन्न आकार में खुले स्थान इस प्रतिबन्ध के साथ अनुमन्य किए जा सकेंगे कि उनसे समुदाय की आवश्यकताओं की पूर्ति सुनिश्चित हो।
 - खुले स्थान की सीमा यथास्थिति भूखण्ड की सीमा/बिल्डिंग लाइन तक मान्य (11) होगी। परन्तु भूखण्ड की सीमा से 3.0 मीटर तक के स्थान को इस प्रतिबन्ध के अधीन पाथ-वे के रूप में रखा जायेगा, कि ऐसे पाथ-वे का क्षेत्रफल प्रश्नगत खुले स्थान के कुल क्षेत्रफल से 5 प्रतिशत से अधिक नहीं होगा। ऐसे पाथ-वेज अनिवार्यतः परफोरेटेड ब्लॉक्स/सामग्री से निर्मित किए जायेंगे।
 - सक्षम प्राधिकारी द्वारा मानचित्र स्वीकृति के पूर्व लैण्डस्केप प्लान/वृक्षारोपण के निम्न प्राविधानों को सुनिश्चित किया जाएगा तथा पूर्णता–पत्र जारी करने से पूर्व स्थल पर वृक्षारोपण की पुष्टि भी की जाएगी :--
 - 9 मीटर तथा इससे अधिक परन्तु 12 मीटर से कम चौड़ी सड़कों के एक ओर (1) तथा 12 मीटर चौड़ी सड़कों के दोनों ओर अधिकतम 10-10 मीटर की दूरी पर वृक्षारोपण किया जाएगा। अधिक चौड़ाई की सड़कों में डिवाइडर, फुटपाथ एवं ब्लैक टॉप के अलावा खाली छोड़ी जा रही समस्त भूमि पर वृक्षारोपण किया जाएगा।
 - औद्योगिक विकास मानचित्र के साथ लैण्डस्केपिंग प्लान का अनुमोदन भी (II)आवश्यक होगा जिसमें कुल खुले स्थल के भाग में प्रति हेक्टेयर 125 पेड़ की दर से पेड़ लगाए जाएंगे।

- - (ख) ले–आउट प्लान

2.2.3 लैण्डस्केप प्लान

(1)

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- (III) बड़े प्रदूषणकारी उद्योग को आवासीय क्षेत्र से संघन वृक्षारोपण द्वारा पृथक किया जायेगा जो औद्योगिक क्षेत्रफल का 15 प्रतिशत होगा।
- (IV) वाणिज्यिक योजना में कुल खुले स्थल के न्यूनतम 20 प्रतिशत भाग पर 'ग्रीनरी' होगी जहॉ प्रति हेक्टेयर न्यूनतम 50 पेड़ की दर से पेड़ लगाये जायेंगे।
- (V) संस्थागत, सामुदायिक सुविधाएं, कीड़ास्थल/खुले क्षेत्रों तथा पार्क के न्यूनतम 20 प्रतिशत भाग पर 'ग्रीनरी' होगी जहॉं न्यूनतम 125 पेड़ प्रति हेक्टेयर की दर से वृक्षारोपण किया जाएगा।
- (VI) आर्थिक दृष्टि से कमजोर वर्ग, मलिन बस्ती सुधार योजना में प्रति 50 परिवार पर न्यूनतम 100 वर्ग मीटर क्षेत्रफल के स्थल पर समूह के रूप में पेड़ लगाए जाएंगे।

3.3 समूह आवास (ग्रुप हाऊसिंग)

- 3.3.1 सामान्य अपेक्षाएं समूह आवास/ग्रुप हाऊसिंग का विकास महायोजना, परिक्षेत्रीय विकास योजना तथा ले–आउट प्लान से उपबन्धित रहते हुए किया जाएगा। चार हेक्टेयर एवं अधिक क्षेत्रफल की ग्रुप हाउसिंग योजनाओं में ले–आउट स्वीकृत कराना अनिवार्य होगा तथा ले–आउट प्लान एवं भवन मानचित्र एक साथ स्वीकृति हेतु प्रस्तुत किए जा सकेंगें।
- 3.3.2 भूखण्ड का भूखण्ड का न्यूनतम क्षेत्रफल 2000 वर्ग मीटर होगा। क्षेत्रफल
- 3.3.3 पहुँच मार्ग युप हाऊसिंग हेतु प्रस्तावित भूखण्ड न्यूनतम 12 मीटर चौड़ी विद्यमान सड़क पर रिधत होगा। युप हाउसिंग ले–आउट प्लान के अन्तर्गत वाहन योग्य मार्गो/ सड़कों की चौड़ाई एवं लम्बाई इस उपविधि के प्रस्तर–2.3.1 (1) के अनुसार होगी।
- 3.3.4 स्टिल्ट फुलोर (I) ग्रुप हाउसिंग भवनों में पार्किंग के प्रयोजनार्थ स्टिल्ट फ्लोर अनुमन्य होगा।
 - (II) यदि स्टिल्ट फ्लोर का उपयोग पार्किंग से भिन्न उपयोग में लाया जाता है, तो उसकी गणना एफ.ए.आर. में की जायेगी।
- 3.3.5 पार्क एवं खुले क्षेत्र तथा लैण्डस्केपिंग अंग्रेन का भाग हो, के अन्तर्गत योजना के कुल क्षेत्रफल के 10 प्रतिशत की दर से पार्क एवं खुले क्षेत्र का प्राविधान किया जाएगा। ज़ोनल डेवलपमेन्ट प्लान प्रभावी न होने की दशा में योजना के कुल क्षेत्रफल के 15 प्रतिशत की दर से पार्क एवं खुले क्षेत्र का प्राविधान किया जाएगा। भवन मानचित्र के साथ लैण्डस्केपिंग प्रस्ताव का अनुमोदन भी आवश्यक होगा; जिसके अनुसार ग्रुप हाऊसिंग योजना में प्रति हेक्टेयर 50 पेड़ की दर से पेड़ लगाए जाएंगे।
- 3.3.6 मू–आच्छादन, एफ.ए.आर. एवं घनत्व
- (I) "ग्रुप हाउसिंग भवनों में सैट–बैक, भू–आच्छादन, तल क्षेत्रफल अनुपात एवं घनत्व निम्नवत् होगाः–
 - (क) 12.5 मीटर तक ऊँचाई के भवनों में चारों ओर न्यूनतम 5.0 मीटर सैट–बैक होगे।
 - (ख) 12.5 मीटर से अधिक ऊँचाई के भवनों में प्रस्तर 3.4.5 पर दी गई तालिका के अनुसार सैट–बैक।
- (II) (i) अधिकतम भू–आच्छादन 40 प्रतिशत अनुमन्य होगा। सुरक्षा जोन एवं संरक्षित स्मारकों के प्रतिबन्धित ऊँचाई वाले क्षेत्रों में अधिकतम भू–आच्छादन 55 प्रतिशत तक अनुमन्य होगा।
 - (ii) ग्रुप हाउसिंग परियोजना में कुल अनुमन्य एफ.ए.आर. का अधिकतम
 0.5 प्रतिशत एफ.ए.आर. कन्वीनिएन्ट शॉप्स के लिए अनुमन्य होगा।
- (III) नए/अविकसित क्षेत्रों में अधिकतम एफ.ए.आर. 2.5 अनुमन्य होगा तथा निर्मित क्षेत्र एवं पूर्व विकसित योजनाओं/आवंटित भूखण्डों में अधिकतम एफ.ए.आर.1.5 अनुमन्य होगा। उक्त के अतिरिक्त अनुमन्य एफ.ए.आर. का अधिकतम 5.0 प्रतिशत विभिन्न प्रकार की सेवाओं यथा—वातानुकूलित संयंत्र, लिफट के सामने (लिफ्ट के बाहर गलियारे को छोड़कर) 10 वर्ग मीटर तक लॉबी, मम्टी, लिफ्ट के लिए मशीन कक्ष, अलमारियां एवं

वे–विन्डोज (अधिकतम 0.60 मीटर गहराई एवं 1.80 मीटर लंबाई (1क), रिफ्यूज एरिया (एन.बी.सी. के अनुसार), सर्विस डक्ट तथा सामुदायिक केन्द्र के लिए अनुमन्य होगा।

ग्रीन बिल्डिंग के प्राविधानों की पूर्ति करने की स्थिति में लीड/आई.जी.बी.सी. द्वारा न्शूनतम गोल्ड रेटेड तथा ग्रेहा द्वारा न्यूनतम 4 सितारे रेटिंग की श्रेणी में रखे गए भवनों में अनुमन्य एफ.ए.आर. का 5.0 प्रतिशत अतिरिक्त एफ.ए.आर. निःशुत्क अनुमन्य होगा। इस हेतु आवेदक द्वारा उक्त संस्थाओं से रेटिंग सम्बन्धी प्रमाण–पत्र प्राप्त कर प्रस्तुत करना होगा।

- (IV) नियोजित रूप से विकसित कालोनियों/क्षेत्रों, जिनके ले-आउट प्लान्स सक्षम स्तर से अनुमोदित हैं, में भूखण्डीय विकास की पद्धति पर एक से अधिक भूखण्डों को मिलाकर प्रस्तावित ग्रुप हाउसिंग अथवा अन्य बहुमंजिला निर्माण अनुमन्य नहीं होगा।
- (V) नियमों के अन्तर्गत कय-योग्य एफ.ए.आर. अनुमन्य होगा।
- (VI) ''नए/अविकसित क्षेत्रों में ग्रुप हाउसिंग के लिए जनसंख्या घनत्व 330 इकाईयां (1650 व्यक्ति) प्रति हैक्टेयर तक निम्न शतौं के अधीन अनुमन्य होगा, जबकि निर्मित एवं विकसित क्षेत्रों में ज़ोनल प्लान/ले-आऊट प्लान अनुमादित होने की दशा में तद्नुसार घनत्व अनुमन्य होगा अन्यथा अधिकतम 150 इकाई प्रति हेक्टेयर तक घनत्व अनुमन्य होगा:-
 - (i) 12 मीटर एवं अधिक किन्तु 18 मीटर से कम चौड़ी सडक़ पर 200 इकाईयां प्रति हैक्टेयर।
 - (ii) 18 मीटर एवं अधिक किन्तु 24 मीटर से कम चौड़ी सडक़ पर 250 इकाईयां प्रति हैक्टेयर।
 - (iii) 24 मीटर एवं अधिक चौड़ी सड़कों पर 330 इकाईयां प्रति हैक्टेयर।"
- (VII) सामुदायिक सुविधाओं का प्राविधान इस उपविधि के प्रस्तर–2.4.1 में निर्धारित मानकों के अनुसार किया जायेगा। सुविधाजनक दुकानों का प्राविधान प्रति 1000 व्यक्तियों पर 5 दुकानों के आधार पर किया जाएगा, जो अनुमन्य आच्छादित क्षेत्रफल के अन्तर्गत ही होगा। प्रति दुकान का अधिकतम तल क्षेत्रफल 15 वर्ग मीटर होगा।
- (VIII) प्रवेश द्वार पर 1.6 वर्गमीटर माप का चौकीदार/गार्ड रूम (जिसकी न्यूनतम चौड़ाई अथवा व्यास 1.2 मीटर होगा) अनुमन्य होगा, परन्तु किसी भी दशा में अग्निशमन हेतु वांछित न्यूनतम सैट—बैक में निर्माण अनुमन्य नही होगा।
- (IX) चार हेक्टेयर तक के क्षेत्रफल की ग्रुप हाउसिंग योजना/भूखण्ड के लिए योजना/ भूखण्ड के कुल क्षेत्रफल पर एफ.ए.आर. देय होगा। ऐसी योजना/भूखण्डों में नियोजित होने वाली जनसंख्या के लिए मानकों के अनुसार वांछित सुविधाओं का प्राविधान उक्त एफ.ए.आर के अन्तर्गत ही किया जायेगा। 4.0 हेक्टेयर से अधिक क्षेत्रफल की ग्रुप हाउसिंग योजनाओं के लिए "नेट" भूमि (योजना के कुल क्षेत्रफल में से 18 मी0 एवं अधिक चौड़ी सड़कें, पार्क एवं खुले क्षेत्र (15 प्रतिशत) तथा सामुदायिक सुविधाओं के क्षेत्रफल को घटाते हुए अवशेष भूमि) पर एफ.ए.आर. देय होगा।
- (X) विकास प्राधिकरण/आवास एवं विकास परिषद द्वारा 'बल्क' सेल के रूप में ग्रुप हाउसिंग हेतु आवंटित की जाने वाली भूमि के सम्पूर्ण क्षेत्रफल पर 2.5 एफ.ए.आर. इस प्रतिबन्ध के अधीन अनुमन्य होगा कि योजनान्तर्गत अन्य उपयोगों यथा—व्यावसायिक कार्यालय, औद्योगिक, संस्थागत एवं सामुदायिक सुविधाओं के निर्माण के लिए एफ.ए.आर. उस उपयोग हेतु निर्धारित एफ.ए.आर. की सीमा के अन्तर्गत रहेगा।

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(XI) युप हाउसिंग परियोजनाओं के सेटबैक क्षेत्र के अंर्तगत बालकनी के प्रोजेक्शन्स इस प्रतिबंध के अधीन अनुमन्य होंगे कि अग्नि सुरक्षा हेतु फायर टेंडर के आवागमन हेतु भू–तल से न्यूनतम 6 मी0 ऊँचाई का क्षेत्र अवरोध मुक्त रहेगा तथा इसमें किसी भी प्रकार का प्रोजेक्शन अनुमन्य नहीं होगा। 1.5 मीटर चौड़ाई तक बालकनी की गणना एफ.ए.आर. में सम्मिलित नहीं की जाएगी जबकि 1.5 मीटर से अधिक तथा अधिकतम 3.0 मीटर चौड़ाई तक (स्ट्रक्वरल सेफ्टी सुनिश्चित होने की दशा में) बालकनी के 25 प्रतिशत क्षेत्रफल की गणना एफ.ए.आर. में की जाएगी, परन्तु जहाँ दो भवनों के मध्य की दूरी 9.0 मीटर से कम हो वहाँ 1.5 मीटर से अधिक चौड़ी बालकनी अनुमन्य नहीं होगी। इस सम्बन्ध में अग्निशमन विभाग की अनापतित प्रस्तुत की जानी होगी।

पार्किंग हेतु मानक इस उपविधि के प्रस्तर 3.10 के अनुसार होंगे।

3.3.7 पार्किंग व्यवस्था

(I)

Annex-RD-9

List of Traffic Congestion Hotspots

1) Cantt Railway Station

2) City Railway Station

3) Manduadih Railway Station

4) Cantt Bus Station

5) PiliKothi Bus Station

6) Kachehari Chauraha

7) Sarnath Chauraha

8) Chaukaghat Chauraha

9) Maldahiya Chauraha

10) Andharapull Chauraha

11) Lahartara Chauraha

12) Manduadih Chauraha

13) Chandpur Chauraha

14) Maidagin Chauraha

15) Visheshwarganj Chauraha

16) Vishwanath Temple

17) KalBhairav Temple

18) Godauliya Chauraha

19) Sigra Chauraha

20) RathYatra Chauraha

21) Trauma Centre, BHU, Varanasi

22) Ramnagar Chauk

23) Parav Chauraha

24) TengraMorh Chauraha

25) Kajjakpura Chauraha,

26) Sankatmochan Temple

27) Durga Temple

28) Laxa Road

29) Beniabag Chauraha

30) Pt. Madan Mohan Malviya Chauraha, BHU, Varanasi



उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड UTTAR PRADESH POLLUTION CONTROL BOARD

संदर्भ सं0

Ref. No. Cr. 32200 /CL / 294B) AC. P. / 19-20

दिनांक Date ... 5 . 2 . 2020

Annex-RD-10

सेवा में,

अतिरिक्त महानिदेशक, यातायात पुलिस निदेशालय, उत्तर प्रदेश, वृन्दावन योजना, सेक्टर–18, रायबरेली रोड, लखनऊ-226301।

उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायु प्रदूषण के नियंत्रण हेतु निर्मित कार्ययोजना के संबंध में विषयः माइक्रोप्लानिंग किये जाने हेतु वायु (प्रदूषण का निवारण एवं नियंत्रण) अधिनियम, 1981 की धारा 31ए के अर्न्तगत जारी निर्देश के संबंध में।

यह कि, माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या–681 / 2018 में दिनांक 08.10.2018 के द्वारा नॉन अटैन्मेन्ट शहरों से संबंधित सभी राज्यों एवं केन्द्रशासित प्रदेशों में ''एअर क्वालिटी मॉनीटरिंग कमेटी'' का गठन किये जाने, ''एअर क्वालिटी मॉनीटरिंग कमेटी'' द्वारा 02 माह के अन्दर नॉन अटैन्मेन्ट शहरों की वायुगुणवत्ता में सुधार लाये जाने हेतु कार्ययोजना तैयार किये जाने एवं कार्ययोजना के लागू होने से 06 माह के अन्दर नॉन अटैन्मेन्ट शहरों की वायुगूणता निर्धारित मानकों के अनुरूप लाये जाने हेतु आदेश पारित किये गये थे।

यह कि, राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश के अनुपालन में उत्तर प्रदेश सरकार द्वारा प्रदेश के 15 नॉन अटैन्मेन्ट शहरों यथा आगरा, प्रयागराज, अनपरा, बरेली, फिरोजाबाद, गजरौला, गाजियाबाद, झांसी, कानपुर, खुर्जा, लखनऊ, मुरादाबाद, नोएडा, रायबरेली तथा वाराणसी की वायुगुणता में सुधार लाने के लिए कार्ययोजना बनायेँ जाने हेतु दिनांक 02.01.2019 को "एअर क्वालिटी मॉनीटरिंग कमेटीँ" गठित की गयी एवं "एअर क्वालिटी मॉनीटरिंग कमेटीं'' द्वारा प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायुगुणता के सुधार हेतु कार्ययोजना बनायी गयी। कमेटी द्वारा बनायी गयी कार्ययोजना को उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा केन्द्रीय प्रदूषण नियंत्रण बोर्ड, दिल्ली प्रेषित किया गया जिसे केन्द्रीय प्रदूषण नियंत्रण बोर्ड, दिल्ली द्वारा अनुमोदित किया गया है। उक्त कार्ययोजना को उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, लखनऊ की वेबसाइट http://www.uppcb.com/ pdf/ACTION-PLAN_100519.pdf पर भी अपलोड किया गया।

यह कि, यह कि, राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा उपरोक्तानुसार पारित आदेश के अनुपालन में प्रदेश के 15 नॉन अटैन्मेन्ट शहरों की वायुगुणता में सुधार लाये जाने हेतु बनायी गयी कार्ययोजना के अनुश्रवण तथा प्रभावी क्रियान्वयन हेतु उत्तर प्रदेश सरकार द्वारा प्रमुख सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन की अध्यक्षता में दिनांक 14.06.2019 के द्वारा "एअर क्वालिटी मॉनीटरिंग कमेटी" का पुनर्गठन किया गया।

यह कि, प्रदेश के 15 नॉन अटैन्मेन्ट शहरों के वायु प्रदूषण नियंत्रण के संबंध में बनायी गयी कार्ययोजना के अर्न्तगत दीर्घकालीन एवं अल्पकालीन कार्यबिन्दू तथा इसके क्रियान्वयन की समयसीमा निर्धारित करते हुथे प्रदेश के संबंधित जिम्मेदार विभागों / प्राधिकरणों / संस्थाओं यथा नगर विकास विभाग, ट्रान्सपोर्ट विभाग, पी०डब्लू०डी०, एन०एच०ए०आई०, यातायात, फूड एवं सिविल सप्लाई, विकास प्राधिकरण/आवास विकास, वन, कृषि, औद्योगिक विकास, आयल कम्पनी / सी०एन०जी०, गृह, एन०एम०सी०जी०, जिला प्रशासन, वाहन निर्माता कम्पनी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, मिनिस्ट्री आफ रोड ट्रान्सपोर्ट एण्ड हाईवे, सिचाई विभाग एवं उद्यान विभाग को कार्ययोजना के अर्न्तगत वायु प्रदूषण के नियंत्रण हेतु इनसे संबंधित कार्यबिन्दुओं पर प्रभावी कार्यवाही किये जाने हेतु दायित्व निर्धारित किये गये है।

यह कि, मुख्य सचिव, उ०प्र० शासन द्वारा अपने पत्र संख्या–एन०जी०टी०१३०(२) 55–पर्या–२–२०१९ /०९ (रिट) / 2016 दिनांक 11.04.2019 द्वारा उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायु प्रदूषण के नियंत्रण हेतु बनायी गयी कार्ययोजना के प्रभावी क्रियान्वयन/अनुपालन हेतु प्रदेश के संबंधित जनपदों के जिलाधिकारियों एवं संबंधित विभागों के अपर मुख्य सचिव/प्रमुख सचिव को निर्देश जारी किये गये है।

यह कि, माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या–681/2018 में दिनांक 20.11.2019 द्वारा उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायु प्रदूषण के नियंत्रण हेतु निर्मित कार्ययोजना के अर्न्तगत निर्धारित किये गये कार्यबिन्दुओं की माइक्रोप्लानिंग किये जाने के संबंध में पारित आदेश का सुसंगत अंश निम्नवत् है:--

टी.सी.-12वी, विमूति खण्ड, गोमती नगर, लखनऊ- - 226010 दूरभाष : 522-2720831, 2720828 फैक्स : 0522 - 2720764, 2720676 ई—मेल : info@uppcb.com वेबसाइट : <u>www.uppcb.com</u> gomti Letter head 25-05-201

T.C12V,						
Lucknow	_	226010				
Phone	:	0522-2720831, 2720828				
Fax	:	0522 - 2720764				
Email	:	info@uppcb.com				
Web Site	:	www.uppcb.com				

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V

"With regard to direction No.(VIII), there is compliance by 38 cities. Let the States/UTs ensure compliance with regard to the remaining cities within by 30.06.2020. In default, the States/UTs will be liable to pay@Rs. 5 lakhs per month till compliance. The compensation may be recovered by the States/UTs from the erring officers and appropriate entries may also be made in the ACRs of the concerned Heads of the Departments";

अतएव मा० राष्ट्रीय हरित अधिकरण द्वारा उक्त पारित आदेशों का अनुपालन सुनिश्चित किये जाने के दृष्टिगत वायु (प्रदूषण का नियंत्रण एवं निवारण) अधिनियम, 1981(यथा संशोधित) की धारा 31 ए के अर्न्तगत राज्य बोर्ड को प्रदत्त शक्तियों का प्रयोग करते हुए एतदद्वारा निम्न निर्देश निर्गत किये जाते है :--

- यह कि, कार्य योजना के अंतर्गत यातायात पुलिस निदेशालय, उत्तर प्रदेश हेतु निर्धारित सभी कार्य बिन्दुओं के संबंध में 02 माह के अन्दर माइक्रोप्लानिंग की जाए तथा माइक्रोप्लान की प्रति उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित की जाए।
- यह कि, कार्य योजना के अंतर्गत दीर्धकालीन एवं अल्पकालीन कार्य बिन्दुओं का प्रभावी कियान्वयन निर्धारित समय सीमा के अंदर किया जाये।
- 3. यह कि, कार्य योजना के अंतर्गत निर्धारित कार्य बिन्दुओं के संबंध में की गयी कृत कार्यवाही की मासिक प्रगति आख्या उ0 प्र0 प्रदूषण नियंत्रण बोर्ड, द्वारा विकसित "Environmental Compliance portal" "http://www.upecp.in" पर अपलोड किया जायेगा तथा इसकी प्रति सदस्य सचिव, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के माध्यम से ''एअर क्वालिटी मॉनीटरिंग कमेटी'' को प्रेषित की जायेगी।

उक्त निर्देशों का अनुपालन निर्धारित समय सीमा में सुनिश्चित कराते हुए कृत कार्यवाही की आख्या से बोर्ड को अवगत कराने का कष्ट करें।

भवदीय,

(आशीष तिवारी) सदस्य सचिव

प्रतिलिपिः– निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतुः–

- 1. प्रमुख सचिव, गृह, उ०प्र० शासन, लखनऊ।
- 2. सदस्य सचिव, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, परिवेश भवन, ईस्ट अर्जुन नगर, दिल्ली।
- जिलाधिकारी, आगरा, प्रयागराज, सोनभद्र (अनपरा), बरेली, फिरोजाबाद, अमरोहा (गजरौला), गाजियाबाद, झांसी, कानपुर, बुलन्दशहर (खुर्जा), लखनऊ, मुरादाबाद, गौतमबुद्ध नगर (नोयडा), रायबरेली एवं वाराणसी।
- क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड आगरा, प्रयागराज, सोनभद्र (अनपरा), बरेली, फिरोजाबाद, बिजनौर (गजरौला), गाजियाबाद, झांसी, कानपुर, बुलन्दशहर (खुर्जा), लखनऊ, मुरादाबाद, नोयडा, रायबरेली एवं वाराणसी।

Hate Han 2000

Annerwe - c2DJ.1

3rd Floor, Mits Tower, Behind Airtel Building PiosNo. - 8-9, Udhyog Vihar Pihase- IV, Gerugram Huryana - 122001 India

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Annex-CD-1

S.No.	VEHICLE No.	VEHICLE TYPE	DRIVER NAME	CONTACT No.	AREA/ LOCATION
1	UP67P9915	TRACTOR	SANTOSH	8299890117	AS REQUIRED
2	UP67M0103	TRACTOR	VIKASH	8115210849	AS REQUIRED
3	UP54AH7801	TRACTOR	DIPU	8299175448	AS REQUIRED
4	UP65AF4969	TRACTOR	SURAJ	7985139294	AS REQUIRED
5	UP67R0998	TRACTOR	DHARMENDRA	9695121859	AS REQUIRED
6	UP65AT6589	JC8	CHANDRA SHEKHAR	9198688176	AS REQUIRED

Vehicle details used in C&T of malba at Varanasi

New Delhi

Registered Office: 217-A, Ground Floor,Okhla Phase-3,New Dethi - 110020 India

A wholly owned subsidiary of Infrastructure Leasing & Financial Sevices Limited

Annessure CED J.2 CED J.S Annex-CD-2 CED J.17

Schedule -3

List of Designated C&D Sites

	Zone - Varuna Par		
Sr. No.	Collection Point	Latitude	Longitude
1	Near the main gate of Central Jail	25.349825	82.966133
2	Opposit the Atulanand School Near Park	25.353898	82.965615
3	Opposite the Circuit House Near Garbage collection point	25.345643	82.978135
4	Opposite the police line main gate	25.348195	82.98792
5	Mental Hospital near the garbage collection point	25.352338	82.985483
6	Pandey pur Flyover Near Sudhakar College gate	25.350512	82.995688
7	Near Old RTO office Opposit opp. Samath motal	25.359615	83.018658
8	Ashapur Chauraha	25.361392	83.026178
	Zone - AdamPur		1.23 A.V
9	Near the primery school boundry Machhodari main road at Adam pur 1st ward	25.321047	83.022292
10	Opposite the Bhadhoo Bharat petrol pump G.T. Road at Adam pur 2nd ward	25.326922	83.029302
11	Near the Kazzak Pura garbage collection point opp. Masjid at Adam pur 2nd ward	25.331058	83.021934
12	Opposite the Sankul Rain basera	25.339047	82.994428
13	Back side boundry of Distric Jail at Hukul Ganj	25.343598	82.995412
14	Maldhaiya Chauraha Opp. Kisan phool mandi	25.324195	82.990626
15	Nati imli near Hanuman mandir opp. Bank of baroda	25.327107	83.005567
	Zone - Dashaswamedh		
16	Rama Pura opp. Jai Narayan inter college near transfarmer	25.306043	83.001468
17	Madan pura road Mahmood market near transfarmer	25.305563	83.005013
18	Opposite Dasha. Thana	25.311875	83.006468
19	Chetganj ward pishach mochan (Near Pump Hose)	25.320872	82.997122
20	Sigra opp. Kabristan & Yes bank	25.319287	82.990883
21	Sigra near Lahartara flyover before Madth road along railway line	25.318473	82.976082
	Zone - Kotwali		
22	Chowk ward near telephone exchange inside garbge collection point	25.316859	83.004272
23	Kotwali ward near Kabir Chaura hospital (Old Kuda Ghar)	25.319765	83.009675
24 .	Kotwali ward Malviye market Opp. Shree Aggaresen Kanya P.G. College	25.317942	83.012972
25	Chowk ward near Kashi pura Chauraha near transfarmer	25.317268	83.009957
	Zone -Bhelupur		
26	Ravindra puri puliya	25.285495	83.000201
27	Gulariya more Jal Kal boundry Khojwan	25.296861	82.997346
28	Baba Farid Sonapura Near Dr. S.X Bhatacharya	25.30058	83.004437
29	Ravindra puri Shukla Chauraha near ksheer Sagar	25.292727	83.002332
30	Nariya Tiraha near police booth	25.27888	82.99441
31	Near Bajardihya police chawki Opp. Suman public school	25.293482	82.298215

Note : The above mentioned collection points may be changed as per mutual consent

जानुद्ध

Annex-CD-3



सत्यमेव जयते

Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document Property Description Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

- : IN-DL65785781193217P
- : 19-Dec-2017 03:32 PM
- : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
- : SUBIN-DLDL96030334507676675385P
- : IL AND FS ENVIR INFRAS AND SERVICES LTD
- : Article 5 General Agreement
- : Not Applicable
- : 0 (Zero)
- : VARANASI NAGAR NIGAM
- : IL AND FS ENVIR INFRAS AND SERVICES LTD
- : IL AND FS ENVIR INFRAS AND SERVICES LTD
- . 100
 - (One Hundred only)



PART OF AGREEMENT FOR EDLIGETION TEANSIORTATION AND PROCESSING OF CAD WASTE IN VARANASI NAGAR NIGAM

......Please write or type below this line

भगर उत्तत्वन



AGREEMENT

BETWEEN

VARANASI NAGAR NIGAM (VNN) &

IL&FS Environmental Infrastructure and Services Limited FOR COLLECTION, TRANSPORTATION AND PROCESSING OF C& D WASTE IN VARANASI NAGAR NIGAM (VNN)



This Agreement is entered into this the 23 December 2017 between

VARANASI NAGAR NIGAM (VNN)_a statutory authority constituted in , having office of the Commissioner at Varanasi Nagar Nigam, Sigra, Varanasi Uttar Pradesh, acting through the Municipal Commissioner (hereinafter referred to as "VNN", which expression shall include its successors and assigns) of the ONE PART; and

IL&FS Environmental Infrastructure and Services Ltd., a company incorporated under the Companies Act, 1956 having its registered office at 4 th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi acting through Sanjay Singh, Senior Vice President (hereinafter referred to as "Concessionaire", which expression shall include its successors and assigns) of the SECOND PART.

VNN and the Concessionaire are hereinafter referred to as individually as the "Party" and collectively as "Parties'.

WHEREAS

- A. The quantum of the construction and demolition debris ("C & D Waste") generated in Varanasi has increased considerably in the recent years due to the rapid pace of development in the city. The primary responsibility of disposal of C& D Waste is on generator of the waste. VNN is responsible only for transportation and disposal of unclaimed C&D Waste in Varanasi.
- B. There is presently no uniform and systematic process followed in determining the total quantum of C & D Waste generated or in collection, transportation and disposal of the C & D Waste anywhere in the State of Uttar Pradesh. The total quantity of the C & D Waste collected and disposed by VNN is significantly less than the total quantity of C & D Waste generated in the city. A considerable amount of the C & D Waste is completely unaccounted for and is dumped or disposed off at unauthorized sites. Furthermore, due to the informal and the ad hoc nature of the collection and disposal mechanism of the C & D Waste, the VNN is forced to impose a high charge from the users. In addition, it also bears a huge transport cost. Moreover, there is no scientific method followed at the disposal sites at present, and the C & D Waste is disposed without any treatment at these sites;
- C. In addition to the adhoc and informal nature of the system, constraints of space for storage of C & D Waste and lack of availability of space for landfill sites are also important areas of concern;
- D. Hence, VNN is desirous to streamline and regularise the entire system in relation to the collection, transport and disposal of the C & D Waste.

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- E. In furtherance thereof, Varanasi Nagar Nigam has developed a project to demonstrate the potential of a scientifically managed project in relation to collection and disposal of C & D Waste. The project envisages appropriate collection and transportation mechanism for C & D Waste, and processing and disposal of the C & D Waste at the designated site identified by VNN on agreed terms. A systematic and controlled mechanism will not only ensure utilization of C & D Waste, but will also help in saving landfill space and also demonstrate the prospect of improving the low-lying lands used for land filling.
- The VNN has, pursuant to a competitive bid process, selected F. IL&FS Environmental Infrastructure and Services Ltd. as the "Concessionaire" to implement the proposed Project (as defined below).
- For the purpose of implementation of the Project, the VNN shall provide G. leasehold rights to the Concessionaire over approx. 5 Acres of land at Karsara that is owned by VNN at a lease rent fee of Rs. 1/- per Sq. mtrs per year.
- The Parties are now entering into this Agreement to record the terms and H conditions on which IL&FS Environmental Infrastructure and Services Ltd, the Concessionaire will implement the Project for a period of 20 years, and for that purpose will be authorized to collect, transport and process the C & D Waste for the Designated Areas of Varanasi in accordance with the terms and conditions specified herein.

IT IS THEREFORE AGREED AS FOLLOWS

DEFINITIONS AND INTERPRETATION 1.

1.1Definitions

The capitalized terms used in this Agreement shall have the meaning given to them in this Clause 1.1 and terms used but not defined in this Agreement shall have the meaning given to them in the Bye-laws/rules/manuals on the subject: "Agreement" means this Agreement between VNN and the Concessionaire.

"Applicable Approvals" means all the authorizations, licenses, permits, noobjections, sanctions and consents as required by Applicable Laws, to be procured by the Concessionaire in relation to the implementation of the project in accordance with this Agreement.

"Applicable Laws" means all the laws, acts, ordinances. regulations, notifications, guidelines or bye-laws which have the force of law, in force rules. and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any

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court of record, as may be in force and effect during the subsistence of this Agreement.

"Associated Facilities" shall have the meaning specified in Clause 2.2.2(vii) of this Agreement.

"C&D Waste" means solid waste resulting from construction, remodelling, repair, renovation or demolition of structures or from land clearing activities or trenching or de-silting activities. "Structures" for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C & D Waste includes, but not limited to, bricks, concrete rubble and other masonry materials, soil, trees, any type of vegetation, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non hazardous insulation, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminium and other nonhazardous metals used in construction of Structures. *Provided however* C & D Waste *shall not include* (even if they result from construction, remodelling, repair, renovation or demolition of Structures or from land clearing activities) any hazardous waste as defined under the Hazardous Waste Management and Disposal Rules, 1999.

"C & D Waste Processing Facilities" means the facilities installed, operate, processed and maintained at the designated Project Site by the Concessionaire that are used to process C & D Waste for enabling their disposal in accordance with the terms and conditions of this Agreement.

"CTD Service" means the services of: (i) collection and transportation of the C & DWaste from Designated Collection Points in a phased manner as specified in Schedule 5 of this Agreement and collection and transportation of C&D waste dumped on the road sides; (ii) Set up, operate and maintain a C&D waste management facility at designated site along with site development work such as boundary wall, drainage work, electricity; (iii) Use the combination of technologies that includes screening, crushing and separation etc., to process the C&D waste that will maximize the waste treatment and would ensure minimum land fill of waste; (iv) Dispose the rejects at the designated site which is nominated by the VNN; (v) Identify and develop markets for recycled C&D waste products.

"Compliance Date" means the date on which the Compliance Period comes to anend in accordance with the terms of this Agreement.

"Compliance Period" means a period of 120 days from the date of signing of this Agreement which is required to fulfil the Conditions Precedent envisaged in this Agreement.

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"Conditions Precedent" means the conditions precedent to be completed by VNN in accordance with Clause 2.4 of this Agreement.

"Designated Areas" means the areas designated by VNN for the collection of the C & D Waste within Varanasi in accordance with the terms and conditions of this Agreement, and intimated to the Concessionaire in writing.

"Designated Collection Points" includes places identified and agreed to between theParties by mutual consent as being Designated Collection Points in accordance with the terms and conditions of the Agreement and as listed in Schedule -3. The designated collection points identified in this Agreement are just for guidance purposes only. The designated collection point will be any point within the jurisdiction of VNN where people residing in VNN area dump C&D waste generated in their premises.

"Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Project Site.

"Force Majeure" or "Force Majeure Event" means circumstances or situations thatare unusual occurrences which tend to disrupt normal activities and which are beyond the control of the person affected by these ("Affected Party") and include, but not be limited to the following:

- (a) earthquake, flood, inundation and landslide
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances
- (c) fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- (d) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party.
- (e) acts of terrorism;
- (f) Governmental Authority orders or any court injunctions
- (g) national emergency or declaration of police emergency;



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(h) War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring of services similar to the CTD Services.

"Governmental Authority" means any government authority, statutory authority, government department, agency, commission, board, tribunal, quasi-judicial authority or court or other law, rule or regulation making entity having jurisdiction on behalf of the Government of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

"Lenders" means the lenders providing long term loans to the Concessionaire, through financing agreements, to enable the implementation of the Project and whose identity is notified to VNN by the Concessionaire from time to time.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability offhe Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the implementation of the Project or a particular Project Facilities and which such Party shall have failed to cure.

"On Demand Collection" means the service provided by the Concessionaire of collecting C & D Waste from within the Designated Area pursuant to a request, by phone or in writing by Users located within the Designated Areas for such service in accordance with the terms and conditions of this Agreement.

"Operations Plan" means the plan for the provisions of the CTD Services that isagreed to between the Concessionaire and VNN.

"Project" means the project undertaken by the Concessionaire for systematiccollection, transportation, processing and disposal of up to 200 TPD the C & D Waste in accordance with terms and conditions of this Agreement.

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बाग्र आयुक्त काए कियाय, जाराणली "Project Site" means the 5 acres of land free from Encumbrances located at Karsara to be used for the implementation of the Project or any other project site to be designated in future with mutual consent of parties to this Agreement

"Project Facilities" means the landfill, C & D Processing Facilities, Transport Vehicles and any other ancillary facilities located at the Project Site, described in greater detail in Schedule 1, which shall be operated, managed and maintained by the Concessionaire for the purpose of the implementation of the Project.

"Scheduled Collection" means collection of the C & D Waste from Designated Collection Points in accordance with the schedule of collection notified by the Concessionaire to VNN under Clause 5.2.1 of this Agreement, which can be modified in future with mutual understanding.

"Term" means the time period commencing from the date of execution of this Agreement and extending till the expiry of twenty (20) years from the Compliance Date or in the event this Agreement is terminated earlier in accordance with the provisions of this Agreement, the Term shall come to an end on the Termination Date.

"Termination" means the early termination of this Agreement pursuant to Termination Notice given by either Party to the other Party or otherwise in accordance with the provisions of this Agreement but shall not, unless otherwise requires, include expiry of this Agreement due to the expiry of its Term.

"Termination Notice" means the termination notice given pursuant to Clause 18.1.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Transport Vehicles" means tractors, large dumper placers and tripper lorry vehicles used by the Concessionaire for the transportation of the C & D Waste by the Concessionaire.

1.2 Interpretation

- (a) All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (b) The words "include" and "including" are to be construed without limitation;
- (c) The headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;



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- (d) The Schedules and Annexure to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.
- (e) In the event of any conflict between the provisions of this Agreement, and the provisions of the Request for Proposal issued by the VNN for this Project, the Parties agree that the provisions of this Agreement shall prevail.

2. THE PROJECT

2.1 Appointment of the Concessionaire

Subject to and in accordance with the terms of this Agreement, VNN grants the exclusive right to implement the Project to the Concessionaire, and the Concessionaire hereby accepts the exclusive right and authority, during the Term to implement the Project in a phased manner as provided in Schedule 5 to this Agreement, and in that regard:

- a) to collect and transport the C & D Waste from the various Designated Collection Points;
- b) develop, finance, design, operate, manage and maintain the Project Site and the C & D Waste Processing Facilities at the Project Site for processing up to 200 TDP of C&D Waste;
- c) to install a mobile/stationary crushing unit as a part of the C & D Waste Processing Facilities at the Project Site;
- d) to process the C & D Waste including wet processing and dispose the same at the Project Site;
- e) to undertake filling and reclaiming of the Project Site on a high priority basis during the Term;
- f) to dispose all or any of the processed C & D Waste including by marketing and selling the products generated from the processing of C&D Waste, as it deems fit
- g) to undertake repair and maintenance of the C & D Waste Processing Facilities and any related ancillary facility during the Term.
- h) The bid documents submitted by the Concessionaire does not specify the development works to be undertaken by it at site, type & number machineries to be installed and manpower (unskilled, skilled and managerial staff) to be

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posted /made available at site throughout the Term. Therefore, it would be mandatory on the part of the concessionaire that he will execute the work strictly in accordance to the information provided (in support how the firm has arrived at the quoted rate) and the methodology already submitted by it along with bid documents to VNN.

2.2. Rights Associated with the Grant of the Concession

- 2.2.1 The Concessionaire is being granted the rights under this Agreement and the access to the Project Site for the purposes of due implementation of the Project in accordance with the term and conditions of this Agreement. As a part of this Agreement, the Concessionaire is hereby granted the exclusive right and authority to implement the Project on the Project Site in accordance with and always subject to the terms and conditions of this Agreement, Applicable Law and Applicable Permits.
- 2.2.2 The right to "implement the Project" as granted to the Concessionaire hereunder shall include:
 - (i) Detailed planning and designing of the Project;
 - (ii) Financing of the Project through Lenders, and creation of security over the Project Facilities for the purpose of such financing;
 - (iii) Collection and transportation of the C & D Waste;
 - (iv) Processing and disposal of the C & D Waste;
 - (v) Installing one or more mobile/stationary crushing unit on the Project Site, as the Concessionaire deems fit.
 - (vi) Establishment, operation, management and maintenance of C & D Waste Processing Facilities, which includes establishing a mobile/stationary crushing facility to process and handle 200 TPD of the C & D Waste in phased manner as provided in Schedule 5 of this Agreement;
 - (vii) Developing and establishing associated infrastructure with the C & D Waste Processing Facilities at the Project Site such as a temporary site office, reception, weighbridge and storage facility ("Associated Facilities");
 - (viii) (a) To charge, collect, retain and appropriate from the VNN, Tipping Fee for providing the CTD Services in accordance with the terms and conditions of this Agreement; and
 - (b) The Concessionaire will charge, collect, retain an appropriate same tipping fee from the people other than VNN utilizing CTD Services on demand ("C&T Processing Fee") like like Bulk Generators, Private parties, Government institutions, etc

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(ix) Identifying and selecting sub-contractors for any part of the Project and entering into arrangements with such sub-contractors in accordance with the terms and conditions of this Agreement

Provided, *however*, the Concessionaire shall have no right to sub-lease or create any third party right, interest, title in the Project Site save and except the mortgage /hypothecation security in favour of the lenders over the Project Facilities to procure financing for the Project.

The Concessionaire shall intimate the creation of security over the Project Facilities to VNN in writing.

Provided, *further*, the aforesaid right to implement the Project shall always be subject to the terms and conditions of this Agreement, Applicable Law and Applicable Permits.

2.2.3 In the event municipal solid waste, garbage and any type of waste other than C&D Waste is found to have been deposited at the Designated Collection Points, then the Concessionaire would, to the extent possible, segregate the same and remove the C&D Waste.

2.3 Term of Concession

The Parties hereby agree that this Concession Agreement and the agreement signed by the parties for lease of the Project Site to the Concessionaire shall be in full force and effect for the entire Term, in accordance with the provisions of this Agreement.

2.4 Pre - Conditions

This Agreement and the rights granted herein by VNN to the Concessionaire to provide the CTD Services for the purposes of implementation of the Project are valid and binding from the date of execution of this Agreement *providedhowever*, the obligations of the Concessionaire, including the implementation of the project in phased manner provided in Schedule 5, of this Agreement would become effective and binding, only upon the satisfaction of all of the following conditions precedent within the Compliance Period of 120 days from the date of signing this Agreement:

The following pre-conditions have to be fulfilled by VNN no later than the Compliance Date for the effective implementation of the Project. The Parties hereby agree that the implementation of the project shall be in a phased manner as indicated in the Concessionaire's bid which is also provided in Schedule 5 of this Agreement. It is agreed that any change in timelines due to factors not attributable to the Concessionaire or beyond the control of the Concessionaire,

shall correspondingly increase the indicated timelines as provided in Schedule 5 of this Agreement for implementation of the Project.

2.4.1 Project Site to be procured by VNN

VNN shall ensure that within four weeks from the execution of this Agreement and no later than the expiry of the Compliance Date: (i) the vacant and peaceful possession of the Project Site is provided to the Concessionaire, free of encumbrances, and (ii) the lease agreement with respect to the Project Site is executed in a form mutually agreed by the parties

2.4.2 Minimum Quantity of C & D Waste

The VNN shall do maximum effort for availability of maximum TPD of C&D Waste for its processing by the concessionaire during the entire Terms in accordance with terms and condition of this Agreement. In the event of increase in supply of C&D Waste above 200 TPD, the Concessionaire and VNN will mutually agree to an augmentation plan.

2.4.3 Approvals and Public Notices

VNN shall ensure that within four weeks from the execution of the lease for the Project Site and no later than the expiry of the Compliance Date, it undertakes the following:

- (a) VNN through its Issuing Office shall circulate a public notice regarding the Project. In particular the VNN needs to issue a strict notice against littering of the C & D Waste in public areas such as road sides.
- (b) VNN through its Issuing Office shall circulate a order to all government agencies notifying them regarding the Project including the payment of a new processing fee.
- (c) Provide a license to the Concessionaire or issue an order permitting the Concessionaire to transport and carry the C & D Waste from the Designated Areas; and
- (d) Facilitate the Concessionaire in getting all environmental and other necessary clearances approvals and permits under Applicable Laws that may be applicable to enable the due implementation of the Project.
- (e) Issue a notification to all the bulk waste generators (the definition of bulk waste generators mentioned in the SWM Rules) to deposit their C&D Waste at the Project Site and pay the necessary fee as charged by the Concessionaire.
- (f) Notify that violators who are required to provide their C&D Waste to the Project but fail to do so shall be penalised as per the Applicable Law.

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- 3. Handing over of the Project Site to the Concessionaire
- 3.1 VNN shall handover the peaceful and vacant possession of the Project Site to the Concessionaire for the entire Term, free of encumbrances.

4. Financing of the Project

- 4.1 The Concessionaire shall, at its own cost, risk and expense, arrange the necessary funding (debt, equity and other sources of funding) required in order to ensure the due implementation of the Project.
- 4.2 The Concessionaire shall without fail submit to all Lenders providing funding for implementation of the Project, a copy of this Agreement and specifically inform the Lenders about this provision.
- 4.3 Provided, however, the Lenders do not get any rights, title or interest over the Project Site, at any given point of time during the Term.
- 4.4 Provided, *further* this right of financing given to the Concessionaire for the purposes of the implementation of the Project does not relieve the Concessionaire of any of its obligations under the Agreement.

5. SCOPE OF SERVICES TO BE PROVIDED BY THE CONCESSIONAIRE

5.1 The scope of the CTD Services to be provided by the Concessionaire includes, (i) collection and transportation of the C & D Waste from Designated Collection Points in a phased manner as provided in Schedule 5 of this Agreement and collection and transportation of C&D waste dumped on the road sides (ii) Set up, operate and maintain a C&D waste management facility at Project Site along with site development work such as boundary wall, drainage work, electricity (iii) Use the combination of technologies that includes screening, crushing and separation etc., to process the C&D waste that will maximize the waste treatment and would ensure minimum land fill of waste. (iv) Dispose the rejects at the Project Site which is nominated by the VNN. (v) Identify and develop markets for recycled C&D waste products. The Parties agree that the exact services provided as part of the CTD Services will be determined by the Concessionaire from time to time depending on the viability of and demand for such services comprising the CTD Services.

Provided, *however*, the scope of the CTD Services provided shall, in addition to the criteria specified in this Agreement, include all such supervision, reporting, review, repair, maintenance and management, materials, equipment,

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personnel and all other items, equipment and services necessary to provide an efficient and effective CTD Services in accordance with the terms of this Agreement and Applicable Law.

5.2 Collection

- 5.2.1 Scheduled Collection and On Demand Collection
- (a) The Concessionaire shall be responsible for ensuring adequate provision, at all times during the Term, of Scheduled Collection as well as On Demand Collection of the C & D Waste within the Designated Area, in accordance with the terms and conditions of this Agreement.
- (b) The Concessionaire shall operate a help line during working hours so that requests for On Demand Collection can be made easily by users and shall duly advertise the helpline facility within the Designated Area.
- 5.2.2 Standards of Care and Diligence during Collection:
- (a) The Concessionaire shall exercise due care and diligence while undertaking the collection operations and shall ensure that no C & D Waste other than that is provided for collection at the Designated Collection Point is collected. The Concessionaire, however, shall not be responsible for any C & D Waste scattered, littered or located (within 2 meter of radius) outside the Designated Collection Points or the Designated Area, unless specifically agreed to with the relevant waste generator, as the case may be, for which the Concessionaire can charge a specific fee from the waste generator after due notification of the same to VNN.

5.3 Transportation and Delivery of C & D Waste

5.3.1. The Concessionaire shall be responsible for ensuring that the C & D Waste that is collected is transported and delivered only at the Project Site.

5.4 Procurement Operation and Maintenance of the Transport Vehicles

5.4.1 For the purposes of implementation of the Project the Concessionaire shall establish, operate and maintain a optimum number of Transport Vehicles, in accordance with provisions of Motor Vehicles Act, in accordance with the

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then prevailing demand and requirements for the CTD Services within the Designated Area. The Concessionaire would install GPS in all such vehicles at its own cost and will provide MIS data to the VNN on a regular basis. For the purpose of the Project, the Concessionaire shall provide Transport Vehicles that have been manufactured in January 2008 or later.

5.5 Transportation to the Project Site

The Concessionaire shall undertake the transportation of the C & D Waste collected to the Project Site only using the Transport Vehicles confirming MV Act and meet environmental norms in accordance with the provisions of this Agreement.

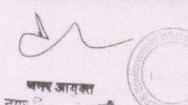
The Designated Collection Point will be any point within the jurisdiction of VNN where people residing in VNN area dump C&D waste generated in their premises. The Concessionaire shall be responsible to lift, transport the C&D waste from all such points up to the Project Site at no additional cost to VNN, *provided however*, the minimum quantum of C&D Waste to be collected fromsuch Designated Collection Point shall be minimum one truck load.

5.6 Processing and Disposal of C & D Waste at the Project Site

- 5.6.1 The Concessionaire shall operate, manage and maintain the Project Site and filling site in accordance with the provisions of this Agreement and Applicable law and establish, operate and maintain suitable C & D Waste Processing Facilities and Associated Facilities on the Project Site.
- 5.6.2 Processing of the C & D waste comprises of (i) crushing (ii) grading and (iii) wet processing. The material produced after crushing may be used for the reclamation of the low lying land area at the Project Site. The crushed material can also be graded wherein the size of the aggregate can be controlled. The graded material can be marketed by the Concessionaire at its sole discretion, and any revenue accruing from the same shall be appropriated by the Concessionaire.
- 5.6.3 As a long term objective VNN is desirous that the Concessionaire explores the marketing potential for the use of the crushed C&D Waste.

In this context, The Concessionaire is hereby vested with the right to segregate process and recycle C & D Waste and to explore the potential further market, sell, dispose, segregate and dispose the surplus C & D Waste obtained there from as provided by this Agreement.

VNN hereby agrees that it shall co-operate with the Concessionaire and identify a suitable stretch of VNN road which will be used for enabling the



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testing of the processed C&D Waste as a road building material in order to enable the certification of the Central Road Research Institute for the suitability of the crushed processed C&D Waste as a road building material with the approval of VNN & inform all activities before being & status.

5.7 Dumping

- (a) The Concessionaire or its representatives shall dispose the C & D Waste collected by it only at the Project Site. No dumping of the C & D Waste shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Concessionaire shall at all times supervise its workers and inspect their activities to insure that unauthorised dumping does not occur.
- (b) The Concessionaire shall submit a report of the monthly quantity of C & D Waste collected, transported and processed by it to the VNN.
- (c) The Concessionaire agrees to receive the C&D Waste round the clock.
- (d) The Concessionaire shall dispose off maximum 15 % of the rejects/ultimate residue to the landfill site. The Concessionaire will be responsible for disposal of the rest of the components of the rejected material.

5.8 Weight and Measurement at the Project Site

- (a) The Concessionaire shall construct, operate and maintain a Weighbridge at the point of receipt of the Project Site which should have, with duly calibrated weighbridge having the maximum possible accuracy, to carry out the following operations:
 - (i) weigh the trucks,
 - (ii) generate and maintain an electronic data base for each delivery with time stamp and provide a print out of the specifications and details for each consignment, as stated in sub-clause (i) above (such print out is hereinafter referred to as "Daily Weight Sheet") also send to VNN online each & every weight.
- (c) VNN has the liberty to inspect through its representative "MCRepresentative" to monitor the operations of the Weighbridge.
- (e) The Daily Weight Sheet shall be final and binding on the Parties.
- (h) The Concessionaire shall submit regular reports to VNN providing adequate information on the remaining capacity of the filling area to accept C & D

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Waste for disposal. The Concessionaire shall make reasonable efforts to provide a minimum of 3 months advance notice of the anticipated exhaustion of the capacity of the filling area at the Project Site.

6. OWNERSHIP

The ownership rights including the risk in and the care and custody of any or all part of the CTD Services, Project Facilities, Associated Facilities and material and equipment (including the Transport Vehicles) shall vest with the Concessionaire throughout the Term.

Provided, *however*, the Concessionaire shall have no right, title, interest over the land constituting the Project Site at any point during the Term.

The Project Site handed over to the Concessionaire will not be used for any other purpose other than for the purpose of the Project without the consent of VNN.

7. EXCLUDED ITEMS

The Concessionaire shall not intentionally collect, pick up or transport any municipal solid waste other than the C & D Waste as specified by the VNN within the scope of services under Agreement. The Concessionaire shall notify to the appropriate authority and VNN immediately for regarding any attempt by any person including a User or waste generator to use the CTD Services for disposal of waste other than C&D Waste.

8. TRANSPORT AND PROCESSING FEE

8.1 Basic Rate

- (a) The Concessionaire and VNN hereby agree that, the rate of collection, transportation and processing will be Rs.525/- per ton for C&D Waste collected from Designated Collection Points, which will be paid by VNN to the Concessionaire ("Tipping Fee"). The Tipping Fee will be escalated as per the formula in clause 8.5 on annual basis for the Term and shall be collected as specified in Clause 8.2 below. Maximum upto 10% per year.
- (b) The Concessionaire will collect same transportation and processing fee from the people other than VNN utilizing CTD Services on demand like Bulk Generators, Private parties, Government institutions, etc ("C&T Processing Fee"). Such payment shall be made during collection without which no waste will be collected.

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8.2 Collection of Tipping Fee

(a) The Concessionaire shall raise the invoice for the collection of Tipping Fee monthly with VNN for the materials collected from the Designated Collection Points. The Invoice shall be based upon the Daily Weight Sheet generated at the time of receiving the C&D Waste at the Project Site. Such payment shall be made upon delivery at the Plant Site without which no waste will be accepted

8.3 Collection of Collection, Transportation and Processing Fee and Gate Fee

The Concessionaire shall have the right to raise invoices and issue receipts with respect to the C&T Processing Fee and Gate Fee charged by it in accordance with this Agreement.

8.4 Payment Obligations of the VNN

The VNN shall ensure that payment of Tipping Fee shall be made within 15 days from the date of invoice raised by the Concessionaire.

8.5 Escalation Formula

The annual escalation of the tipping fee is computed as per the following formula:

P= P0/100 *(15 + 40 (W/W0) + 30 (HSD/HSD0) + 15 (WPI/WPI0))

Where

P - Price payable as adjusted in accordance with the above formula

P0 - Price quoted/confirmed

W0 - All India average Consumer Price index for industrial workers as published by the labour bureau, Ministry of Labour, Government of India (Base year is 2001 = 100). The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

W - All India average Consumer Price index for industrial workers as published by the labour bureau, Ministry of Labour, Government of India. (Base year is 2001 = 100). The index number is as applicable on the first working day of the month. One month prior to the date of annual revision

HSD0 - Wholesale Price index for High Speed Diesel Oil (Base = 2004 – 2005= 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

HSD - Wholesale Price index for High Speed Diesel Oil (Base = 2004 - 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index

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number is as applicable for the week ending first Saturday of the month. One month prior to the date of annual revision

WPI0 - Wholesale Price index for All Commodities (Base = 2004 – 2005= 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of tendering

WPI - Wholesale Price index for All Commodities (Base = 2004 – 2005 = 100) as published by the Ministry of Commerce and Industries, Government of India. The index number is as applicable for the week ending first Saturday of the month. One month prior to the date of annual revision

9. ADDITIONAL OBLIGATIONS OF THE CONCESSIONAIRE

9.1 Concessionaire's Office and Personnel

- (a) The Concessionaire shall maintain an office at the Project Site with local telephone service and such staff as are needed to take note of complaints, requests for on-demand collection services, co-ordination of Scheduled Collections and other requirements of operating a functioning office in charge of providing the CTD Services.
- (b) The Concessionaire shall ensure that its office is open during working hours on all working days.
- (c) The Concessionaire shall establish a call center (8 am to 6 pm, all 365 days) for registering a request for collection from VNN and private parties.

(d) Compliance with Applicable Laws

The Concessionaire shall provide the CTD Services and conduct operations under this Agreement in compliance with all Applicable Laws, including without limitation, bye-laws, guidelines, rules and regulations made by VNN, the State Government and Government of India.

9.2 Grievances

All complaints about CTD Services shall be made directly to the Concessionaire and shall be given prompt and courteous attention. In the case of alleged missed Scheduled Collection, the Concessionaire shall investigate and, if such allegations are confirmed, shall arrange for the collection of the

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refuse not collected within 24 (twenty four) working hours after the complaint is received. Failure in performance in this regard will constitute breach of Agreement and repeated instances may attract panel action under the provisions of this Agreement.

9.4 Availability

The Concessionaire shall ensure that it is in a position to provide the CTD Services within the Designated Area in a manner so as to ensure that the CTD Service is available within the Designated Area in accordance with the Operations Plan and this Agreement.

9.5 Disruptions of the CTD Service due to Force Majeure

9.5.1 Disruptions due to Force Majeure

- (a) When any Force Majeure Event prevents a collection and processing on one or more particular day(s) the Concessionaire shall make collection & processing of C&D waste on the next working day. If such Force Majeure Event continue for an entire week, or more, the Concessionaire shall, on the day the regular service to a customer resumes, start collecting & processing the materials that were amassed for collection during the interval when collections were missed, and clear the backlog at the earliest.
- (b) Upon the occurrence of a Force Majeure Event, the obligations of the Concessionaire, the performance of which are directly interfered with by such Force Majeure Event shall stand suspended till such time as the Force Majeure Event subsides.

9.5.2 Duty to Notify any Disruption of CTD Services

In the event of the Concessionaire being unable to perform the CTD Services or any part thereof, the Concessionaire shall immediately inform VNN giving details of the circumstances, reasons and likely duration and action taken to rectify the situation. Nothing in this condition shall in any way alter, modify, relieve or in any way vary the Concessionaire's obligation to provide the CTD Services in accordance with the provisions of this Agreement.

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9.6 Provide Access to VNN Officials

The Concessionaire shall at all times during working hours and on working days during the Term allow the duly authorised officials of VNN and such persons as may from time to time be nominated by VNN for this purpose access to the Project Site in order to verify the functioning of the Project Facilities, *Providedthat* in the course of such inspection, the VNN officials may give theirobservation to the personnel of the Concessionaire for compliance.

10. RIGHT OF VNN TO PERFORM DURING EMERGENCY

- (a) Should the Concessionaire, for any reason whatsoever, except the occurrence or existence of any of the events outside its control as stated in Clause 9.5 above, be unable to collect, transport and dispose of any or all the C & D Waste under this Agreement to collect and transport for a period of more than seventy-two (72) hours, and if as a result thereof, C & D Waste should accumulate to such an extent, in such a manner, or for such a time that VNN in the exercise of its sole discretion, should find that such accumulation hinders regular access to roads and normal functioning of an area, then in such event VNN shall have the right, upon twenty-four (24) hour prior written notice to the Concessionaire, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all C&D Waste which the Concessionaire would otherwise be obligated to collect and transport pursuant to this Agreement.
- (b) The Concessionaire agrees that in such event it will fully cooperate with VNN and its third-party contractor to affect such a transfer of operations in as smooth and efficient a fashion as is practicable.

12. SUB CONTRACTS

- 12.1 The Concessionaire has the right to sub-contract a part of the CTD Services to a third party selected by it as its sole discretion, only for vehicle.
- 12.2 The Concessionaire shall ensure that the rights of VNN and the requirements of this Agreement are effectively reflected in any subcontract that the Concessionaire may enter into.
- 12.3 The Concessionaire shall be solely and ultimately responsible for all work, acts, defaults and breaches of duty of any sub-contractor or its employees or agents as fully as if they were the work, acts, defaults or breaches of duty of the Concessionaire.



13 PERFORMANCE GUARANTEE

In order to ensure that the concessionaire performs all of its obligations and liabilities contained in and in accordance with this Agreement, the concessionaire shall provide VNN an irrevocable and unconditional performance bank guarantee for a value of Rs. 10,00,000 only in the format provided in schedule 2 and from a scheduled bank acceptable to VNN. The concessionaire shall ensure that this performance bank guarantee is always maintained valid for the duration of this Agreement. VNN shall not be obliged to make any payments to the Concessionaire under this Agreement until it has received and continues to have a performance bank guarantee in compliance with this clause.

14. INDEMNITY

The Concessionaire shall indemnify, defend and hold harmless VNN and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the wilful acts, omissions, or violations of any central, state or local law or regulation by Concessionaire or its agents or employees, in the execution or performance of this Agreement, save and except for loss or injury due to VNN's negligence or to the joint or concurrent negligence of Concessionaire and VNN.

15. INSURANCE

The Concessionaire shall secure and maintain in full force and effect throughout the duration of the Agreement, insurance of such types and in the amounts as are required under Applicable Law.

16. Mutual Representation and Warranties of Parties

Each Party hereto represents and warrants that:

- (a) It has full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated herein;
- (b) It has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof and thereof;

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- (d) It is subject to Indian law with respect to this Agreement;
- (e) It is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation; and
- (f) Agrees that its representations shall stand true and valid for the Term and it shall have an obligation to disclose to the other Party as and when any of its representations ceases to be true and valid.

17. REMEDIES

The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, nor cumulative of each other and are in addition to any other remedies the parties may have.

18 Termination

18.1 Termination due to Concessionaire's Event of Default

- (a) A material failure or refusal of the Concessionaire to comply with the obligations and duties imposed on the Concessionaire pursuant to this Agreement shall constitute a Material Breach of this Agreement on the part of the Concessionaire. In the event of any Material Breach of any of the terms of this Agreement by Concessionaire as described in this section, VNN and the Concessionaire shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, VNN shall have the right to Terminate this Agreement, if
 - (i) VNN shall have given prior written notice to the Concessionaire specifying that a particular default or defaults exist which will, unless corrected, constitute a Material Breach of this Agreement on the part of the Concessionaire ("Termination Notice"), and
 - the Concessionaire has not corrected such default or has not taken reasonable steps to commence to correct the same within fifteen (15) days from the date of the notice given pursuant to clause 18.1(a) (i) above or thereafter does not diligently continue to take reasonable steps to correct such default;

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- (b) VNN may terminate this Agreement by fifteen days notice if the Concessionaire (i) becomes insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) becomes a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Concessionaire under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) Days, or (iii) takes any action approving of, consenting to, or acquiescing in, any such proceeding, or (iv) becomes a party to the levy of any distress, execution or attachment upon the property of the Concessionaire which shall substantially interfere with the Concessionaire's performance hereunder.
- (c) Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct.
- (d) Upon the occurrence of a Material Breach and the declaration of termination of this Agreement by VNN, this Agreement and the rights granted hereunder shall be of no further force and effect, excepting those provisions concerning VNN's right to indemnity and to temporarily assume VNN's obligations and the Dispute Resolution clause. VNN then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of C&D Waste within the Designated Area.

(e) If the Concessionaire's employment is terminated and is not reinstated, VNN shall:

- (i) Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment shall have been calculated and provided such calculation shows a sum or sums due to the Concessionaire;
- (ii) Be entitled to exercise a lien over any of the equipment including the material and the equipment used in the Project Facilities and the Associated Facilities belonging to the Concessionaire for any sum due hereunder or otherwise from the Concessionaire to VNN;
- (iii) Be entitled to employ and pay other persons to provide and complete the provision of the CTD Services or any part thereof and to use all such Concessionaire's materials, clothing, equipment, vehicles or other goods for the purposes thereof;

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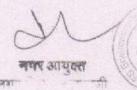
- (iv) Be entitled to deduct from any sum or sums which would have been due from VNN to the Concessionaire under this Agreement or any other contract or be entitled to recover the same from the Concessionaire as a debt, any loss or damage to VNN resulting from or arising out of the termination of the Concessionaire's employment. Such loss or damage shall include the reasonable cost to VNN of the time spent by its officers in terminating the Concessionaire's employment and in making alternative arrangements for the provision of the CTD Services or any part thereof;
- (f) When the total cost, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment have been calculated and deducted so far as practicable from any sum or sums which would have been due to the Concessionaire in respect of the CTD Services performed up to the time of termination of this Agreement, any balance shown as due to VNN shall be recoverable as a debt, or alternatively, VNN, shall pay to the Concessionaire any balance shown as due to the Concessionaire.
- (g) Upon Termination of this Concession Agreement on account of Concessionaire Event of Default, the VNN shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% of that time depreciated value not book value or Concessionaire shall be allowed to take away the movable assets.

18.2 Termination due to VNN Event of Default

(a) Any of the following events shall constitute an Event of Default by the VNN ("VNNEvent of Default"), unless caused by a Concessionaire'sEvent of Default or a ForceMajeure Event:

- The VNN has failed to make any payments due to the Concessionaire and more than 180 (one hundred and eighty) days have elapsed since such Default;
- The VNN has failed to provide possession of Processing Site in time stated in this Agreement.
- The VNN is in Material Breach of any of its obligations under this Concession Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Concessionaire;

(b) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Contract Agreement, upon the occurrence of VNN Event of Default, the Concessionaire shall be entitled to terminate this Concession Agreement by issuing Termination Notice.



(c) Upon Termination of this Concession Agreement on account of VNN Event of Default, the VNN shall release the Performance Security, if subsisting, and the VNN shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 120% of Book Value of the Project Assets.

18.3 Termination due to a Force Majeure Event

(a) If a Force Majeure Event, events described under definition of Force Majeure, continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 60 (sixty) days, the Parties may mutually decide to terminate this Concession Agreement or continue this Concession Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 60 (sixty) days, be entitled to terminate this Concession Agreement.

(b) Upon Termination of this Concession Agreement on account of Forece majeure Event, the VNN shall release the Performance Security, if subsisting, and the VNN shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 100% of Book Value less insurance cover.

19. Renegotiation due to Change in Law

- 19.1 The Concessionaire shall have the right to renegotiate the terms and conditions on account of a "Change in Law". For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, have a Material Adverse Effect:
 - i Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any Applicable Law by any Government Authority; or
 - ii The imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Approval or Applicable Law) in connection with the issuance, renewal or modification of any clearance after the date of this Agreement; or
 - iii Any clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Operator or if granted for a limited period, being renewed on terms different from those previously stipulated.

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- iv Any increase in taxes, duties, cess and the like effected from time to time by any Government Authority.
- 19.2 In the event of Change in Law the Concessionaire may propose to VNN for modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law.

Provided, *however*, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

20. TRANSFER AND HAND BACK OF PROJECT SITE

20.1 The Concessionaire shall transfer immovable infrastructure and machineries / equipment, to VNN (at depreciated value), at the time of expiry of Concession Period.

21. LIMITED LIABILITY OF THE CONCESSIONAIRE

- 21.1 Notwithstanding anything to the contrary stated in this Agreement, no review, comment or approval by VNN or any authority or officer on behalf of VNN of the documents prepared and submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and the VNN or any government authority or the advisors, nominees or representatives of the VNN shall not be liable to the Concessionaire or any third party by reason of any review, comment, approval, observation or inspection referred herein or failure to review, comment, approve, observe or inspect.
- 21.2 VNN agrees that the Concessionaire shall not have any liability (monetary or otherwise) in the event of any breach it commits, other than the obligation to

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transfer the vacant possession of Project Site to VNN, in the event VNN terminates this Agreement in accordance with provisions hereof.

22. DISPUTE SETTLEMENT

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by a single arbitrator agreed to upon the Parties and in the event the single arbitrator cannot be agreed to within a period of fifteen (15) days from the issuance of a notice for arbitration then the dispute shall be settled by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall beVaranasi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal. The Parties will continue to perform their respective obligations under this Agreement and treat this Agreement as valid and subsisting during the course of pendency of any dispute under Clause 22 (Dispute Settlement) above.

23 MISCELLANEOUS PROVISIONS

23.1 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by the laws of India.
- (b) Subject to the provisions of Clause 22 (Dispute Settlement), the courts in High Court Allahabad shall have jurisdiction over this Agreement.

23.2 Assignment

Other than by operation by law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or part by the Concessionaire without the prior express written consent of VNN. If this Agreement is assigned, the assignee shall assume the liability of the Concessionaire.

23.3 Severability

In the event any provision or portion thereof of this Agreement shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed



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in accordance with applicable laws. The invalidity of any provision or portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

23.4 Modification; Waiver

This Agreement constitutes the entire Agreement by the Parties and it may not be altered, revised or modified except by a written amendment signed and properly authorized by the Parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in this Agreement. All change orders to this Agreement will be made in writing and shall not be effective unless signed by an authorized representative of VNN.

The failure of VNN at any time to require performance by the Concessionaire of any provisions hereof shall in no way affect the right of VNN thereafter to enforce the same Nor shall waiver by VNN of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

23.5 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested mail or reliable courier of national repute or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to VNN at:

Office of the Municipal Commissioner Varanasi Nagar Nigam, Sigra, Varanasi (U.P)-221002 Phone :-0542 2221711/2221702 Email id : nagarnigamvns@gmail.com

If to the Concessionaire at: Sundeep Kumar Senior Vice President IL&FS Environmental Infrastructure and Services Limited 4 th floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi 110001, Phone:- 011 49691000/2000 Fax: 011 49691009 Email:-Sundeep kumar/@ilfsindia.com, ieisl.contact/@ilfsindia.com

Notice of change of address, telephone, fax, e-mail or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may

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be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

23.6 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both parties to this Agreement

23.7 Binding Effect

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

IN WITNESS WHEREOF the parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY MUNICIPAL CORPORATION __

(Signature) (Fok Commissioner of VNN) Duly authorized by the Varanasi Nagar Nigam Name: any anglast Witness wc. (Signature) Name: LOKESH KUMAR JAIN FOR IL&FS Environmental Infrastructure and Services Ltd. Signature aujay of w Name : Sanjay Singh Witness Signature (SUNDEEP KUMAR) Name:

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Schedule 1- Project Facilities <insert details>

i. C&D Waste Processing

- a. 01 Grizzly
- a. Of Glizzby
 b. Ol jaw stroke Impact Crusher
 c. O2 Vibrating Screens
 d. Conveyer Belt System

- e. 01 JCB/ Pocklain
- f. 01 Wet Processing Unit

ii. Pre Cast Products

- a. 01Concrete Mixers
- b. 01 Brick Machine
- c. 01 Vibrating Tables

iii. Plant Operations and Administration

- a. 01 40 Tonne Weighbridge
- b. 01 350 KV Generator Set.

The processing plant shall include the following site facilities

Proposed Facilities at Processing Plant
Boundary wall
Fencing and Green belt around the project
Administrative block
Weighbridge facility at the entrance gate
Waste reception area
Internal roads
Parking Facility

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_	Selected C&D Waste Collection Point at Varanas Zone - Varuna Par		2
Sr. No.	Collection Point	I to de la	
1	Near the main gate of Central Jail	Latitude	Longitude
2	Opposit the Atulanand School Near Park	25.349825	82.966133
3	Opposite the Circuit House Near Garbage collection point	25.353898	82.965615
4	Opposite the police line main gate	25.345643	82.978135
5	Mental Hospital near the garbage collection point	25.348195	82.98792
6	Pandey pur Flyover Near Sudhakar College sate	25.352338	82.985483
7	Near Old RTO office Opposit opp. Sarnath motal	25.350512	82.995688
8	Ashapur Chauraha	25.359615	83.018658
		25.361392	83.026178
9	Zone - AdamPur		
10	Near the primery school boundry Machhodari main road at Adam pur 1st ward	25.321047	83.022292
11	I TE THE ARE DESCRIPTION DONTOF DESCRIPTION OF A DAMAGE AND A DAMAGE	25.326922	83.029302
12	Near the Kazzak Pura garbage collection point opp. Masjid at Adam pur 2nd ward Opposite the Sankul Rain basera	25.331058	83.021934
13	The second s	25.339047	82.994428
14	Back side boundry of Distric Jail at Hukul Ganj Maldhaiya Churcha Con	25.343598	82.995412
15	Maldhaiya Chauraha Opp. Kisan phool mandi Nati imil poor kisan phool mandi	25.324195	82.990626
	Nati imli near Hanuman mandir opp. Bank of baroda	25.327107	83.005567
16	Zone - Dashaswamedh		
17	Rama Pura opp. Jai Narayan inter college near transfarmer	25.306043	-
18	madan pura road Mahmood market near transformer	25.305563	83.001468
10	Opposite Dasha. Thana	25.311875	83.005013
20	Chetganj ward pishach mochan (Near Pump Hose)	25.320872	83.006468
20	Sigra opp. Kabristan & Yes bank	and the second sec	82.997122
21	Sigra near Lahartara flyover before Madth road along railway line	25.319287	82.990883
The second s	Zone - Kotwali	1 43-3184/3	82,976082
22	Chowk ward near telephone exchange inside early e collection notes	1	
	were word near Adult Linduita hospital (f)ld Kinda Charl	25.316859	83.004272
diffe a	Kotwali ward Malviye market Opp. Shree Aggaresen Kanva P.C. Collogs	25.319765	83.009675
25	Chowk ward near Kashi pura Chauraha near transfarmer	25.317942	83.012972
	Zone -Bhelupur	25.317268	83.009957
26	Ravindra puri puliya		
	Sulariya more Jal Kal boundry Khojwan	25.285495	83.000201
28	Baba Farid Sonapura Near Dr. S.K Bhatacharya	25.296861	82.997346
29	Ravindra puri Shukla Chauraha near ksheer Sagar	25.30058	83.004437
30 1	Variya Tiraha near police booth	25.292727	83.002332
31 1	Vear Bajardihya police chawki Opp. Suman public school	25.27888	82.99441
Contraction of Contraction	A STATE OF	25.293482	82 2982151

Schedule -3 List of Designated C&D Sites

Note : The above mentioned collection points may be changed as per mutual consent

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Schedule 5: Phased Implementation of the Project

1. Construction and/or Rehabilitation Phasing:

The project schedule plan including the construction schedule is given below:

S No	E : Time Line Required For Project Impler Activity	And the second s	1(*)	M2	M3
1	Administrative	the second s	T	- PAL	NI.3
B	Signing of CA				
b	Land Handing Over/Taking Over				-
c	Site Clearance	Red Street	The second		
d	Site Designing and Planning				
e	Application for CtoE		and a superspectation of the		
f	Temporary Sitting Arrangement				
2	Procurement (Equipment)	E VOID		Contract of	-
a	Listing of Equipments Required	The second second			
b	Identification of Vendors/OEMs				
c	Technical Evaluation of Vendors/OEMs	A State of State			
d	Finalization of Vendors				
e	Order Placement for equipments			-	

* Time for implementation will vary based on site condition and access availability.

3	<u>Civil Construction</u> (To be started after obtaining Consent to Establish)	M4	M5	M6	M7	M8	M9	MIO	MII	M12
群	Boundary Wall	1			-					
b	Foundations								-	
c	TSEB Electricity & Box			A CONT		-				-
d	Admin Block									
4	Installations							-		
a	Foundations							2		-
b	Cable Laying							-		
c	Control Rooms									-
d	Delivery of Equipments				5 - NA					
e	Machine Placements					ST				
f	Installations	+					<u>1906 1995</u>			
5	Testing & Commissioning									

*) M refers to Months

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OFFICE OF THE EXECUTIVE ENGINEER VARANASI NAGAR NIGAM SIGRA, VARANASI-221010

To.

M/s IL&FS Environmental Infrastructure and Services Limited 4th Floor, BC Tower, Shastri Nagar Crossing Sigra, Varanasi - 221010

No. 92/21012-1 10012-19

Subject: Collection, Transportation and Management of C&D Waste at Ramna, Varanasi. Letter of Award: 618/EE/2017-18, dated 26.09.2017

Possession Letter

Dear Sir/Madam,

The land measuring 5 Acres as mentioned in the attached map for setting up the Construction and Demolition waste processing facility for subject noted work has been handed over to M/s IL&FS Environmental Infrastructure and Services Limited for a concession period of 20 years. This handing over does not entitle any ownership right to M/s IL&FS Environmental Infrastructure and Services Limited and is for specific purpose assigned to them vide above mentioned letter of award.

You are required to develop, finance, design, operate, manage, and maintain the Project site and the C&D waste processing facilities at the project site and to start operation within six months from the date of handling over of land by the Varanasi Nagar Nigam (VNN) and the same shall be exclusive of concession period.

Taken Over By:

Anupam Mishra

IL&FS Environment

Revenue Superintendent Varanasi Nagar Nigam

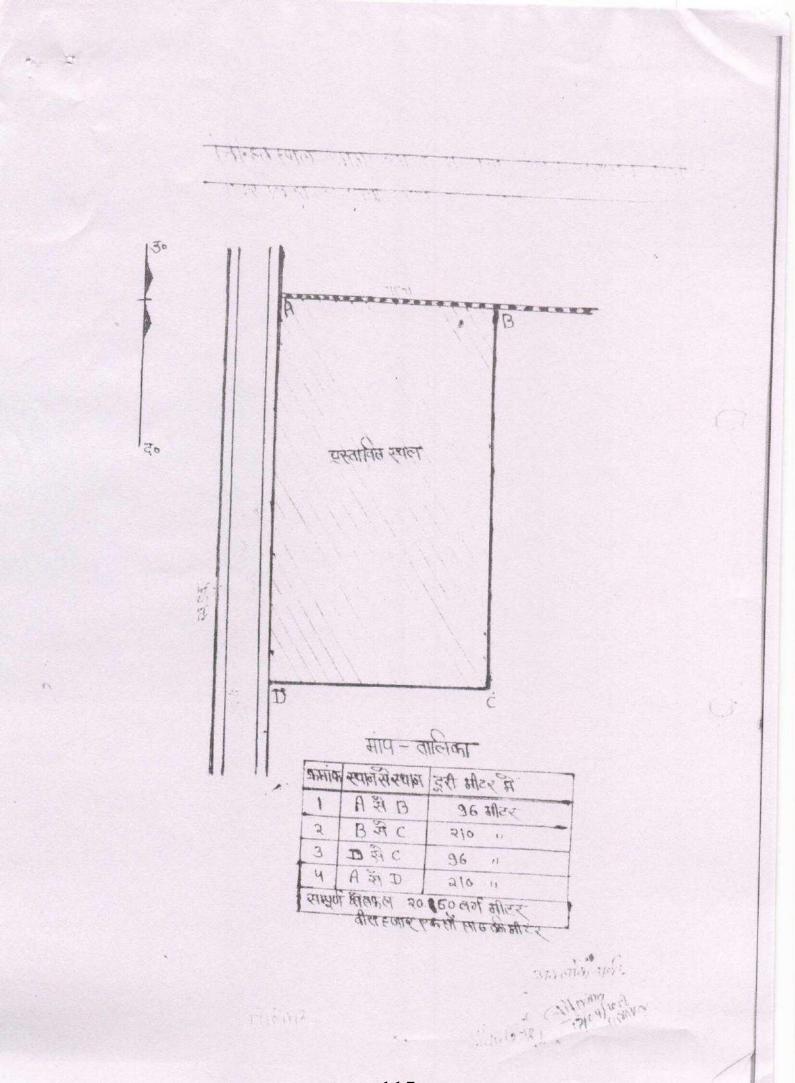
Handed Over By:

Varanasi Nagar Nigam Varanasi Nagar Nigam

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Date: 9 10101010

It. Municipal Commissioner Executive Engineer



List of PUC Centre - Varanasi

SI. No.	Puc Authorised Name	Puc Center Complete Address	Puc Check Vehicle Type
1	21ST CENTURY FUELS	AKATHA, PAHARIYA,VARA NASI,221007	Diesel Vehicle
2	21ST CENTURY FUELS	AKATHA, PAHARIYA,VARA NASI,221007	Petrol/CNG/LPG Vehicle
3	AUTO CARE SOCIETY	M/S. KESARI FILLING STA TION, TARNA, SHIVPUR,221003	Diesel Vehicle
4	AUTO CARE SOCIETY	N.K PANDEY PETROL PUM P G.T ROAD BHADAU CHUNGI,RAJGHAT VARANASI, 221001	Diesel Vehicle
5	AUTO CARE SOCIETY	N.K PANDEY PETROL PUM P G.T.ROAD BHADAU,CHUNGI RAJGHAT VARANASI, 221001	Petrol/CNG/LPG Vehicle
6	AUTO CARE SOCIETY	M/S. KESARI FILLING STATION, TARNA, SHIVPUR,2 21003	Petrol/CNG/LPG Vehicle
7	AUTO EMISSION CARE SOCIETY	GANPATI FILLING STATION KODOPUR RAMNAGAR VARANASI,VARANASI,221 008	Petrol/CNG/LPG Vehicle
8	AUTO EMISSION CARE SOCIETY	PRAKASH SERVICE STATI ON H.P.C.L PETROL PUMP,S15/01 GHAUSABAAD VA RANASI,221002	Diesel Vehicle
9	AUTO EMISSION CARE SOCIETY	PRAKASH SERVICE STATION H.P.C.L PETROL PUMP ,S15/01 GHAUSABAAD VA RANASI,221002	Petrol/CNG/LPG Vehicle
10	BABA PARYAVARAN SA NSTHAN	8/5-2 K.N. GILAT BAZAR, SHIVPUR, VARANASI.,TAJKRISHNA AUTOMOBILE, NADESAR, VARANASI.,221 002	Diesel Vehicle
11	BABA PARYAVARN SAN STHAN	8/5-2 K N GILAT BAZAR, SHIVPUR, VARANASI.,TAJKRISHNA AUTOMOBILE, NADESAR, VARANASI.,221 002	Petrol/CNG/LPG Vehicle
12	B.B.AUTOMOBILES	N-8/189E,NEWADA,BHU DLW ROAD,SUNDERPUR,2 21005	Petrol/CNG/LPG Vehicle
13	BRIJ KISHOR SEWA SA NSTHA	SA 11/114 P. A NAVAPUR A, SARNATH VARANASI,S A 11/114 P.A NAVAPURA, SARNATH, VARANASI,221 007	Diesel Vehicle
14	BRIJ KISHOR SEWA SA NSTHA	SA 11/114 P.A NAVAPUR A,SARNATH, VARANASI,SA 11/114 P.A NAVAPURA, SARNATH,VARANASI,221 007	Petrol/CNG/LPG Vehicle
15	CHAUHAN WELFARE SO CIETY	D 65/153 A LAHARTARA P RAYAGRAJ ROAD VARANASI,D 65/152 A LAHARTAR A CANTT VARANASI,2211 06	Petrol/CNG/LPG Vehicle

16	CHETNA WELFARE SOC IETY	OM FILLING & SERVICES CENTER,G.T.ROAD,BY-PA SS AMRA,VARANASI,2211 06	Petrol/CNG/LPG Vehicle
17	CHETNA WELFARE SOC IETY	OM FILLING & SERVICES CENTER,G.T.ROAD,BY-PA SS AMRA,VARANASI.,221 106	Diesel Vehicle
18	DR. RAM JIYAWAN PAL GREEN WELFARE SOCEITY	M/S D.S.C & FUEL CENTR E(IOCL DEALER), CHITAIPUR,,CHUNAR ROAD, AMA RA, KANDAWAH, VARANA SI,232101	Petrol/CNG/LPG Vehicle
19	DR. RAM JIYAWAN PAL GREEN WELFARE SOCEITY	M/S D.S.C & FUEL CENTR E(IOCL DEALER), CHATAI PUR,,CHUNAR ROAD, AM ARA, KANDAWAH, VARAN ASI,232101	Diesel Vehicle
20	GUDDU SONI PARYAVA RAN SAMITI	C27/272A, LAHURABER S E STATION ROAD, VARAN ASI,S17/130E-154, FASE- 2, PAHARIA SARNATH VA RANASI,221001	
21	GUDDU SONI PARYAVA RAN SAMITI	C27/272A, LAHURABEER SE STATION ROAD, VARANASI,17/130E-154, FASE-2 PAHARIA, SARNATH, VA RANASI,221001	Petrol/CNG/LPG Vehicle
22	KASHI PARYAVARAN S AMITI	GILAT BAZAR CHAURAHA,SHIVPUR VARANASI,CHA KALIYA FARHADA, GHATAMPUR, MIRZAPUR ,22100 2	Petrol/CNG/LPG Vehicle
23	KASHI PARYAVARAN S AMITI	GILAT BAZAR CHAURAHA SHIVPUR VARANASI,CHAKALIYA FARHADA GHATA MPUR MIRZAPUR,221002	Diesel Vehicle
24	MAA HIRAWATI SAMAJ KALYAN SAMITI	SHOP SITUATED GRAM M ARUI,,SINDAURA,221208	Diesel Vehicle
25	MAA HIRAWATI SAMAJ KALYAN SAMITI	SHOP SITUATED GRAM M ARUI,SINDAURA,221208	Petrol/CNG/LPG Vehicle
26	MAA KAMAKHYA SEWA SAMITI	KOLKATTA FILING STATION,N.H56, GANESHPUR, SHIVPUR, VARANASI,233 001	Diesel Vehicle
27	MAA LAXMI PARYAVARAN SEWA SAMITI	SHOP SITUATED GRAM-M AHDA,SINGHPUR, THANA -CHOLAPUR,221101	Diesel Vehicle
28	MAA LAXMI PARYAVARAN SEWA SAMITI	SHOP SITUATED GRAM-M AHDA, ,SINGHPUR, THANA- CHOLAPUR,221101	Petrol/CNG/LPG Vehicle
29	MAA YASODA SEWA SA MITI	TENGRA MOR, RAMNAGA R,VARANASI,221110	Petrol/CNG/LPG Vehicle
30	MAA YASODA SEWA SA MITI	TENGRA MOR, RAMNAGA R,VARANASI,221110	Diesel Vehicle
31	M/S ANJANI FUEL CEN TRE, VARANASI	TULSIPUR, MAHMOORGA NJ,VARANASI,221005	Petrol/CNG/LPG Vehicle
32	M/S ANJANI FUEL CEN TRE, VARANASI	TULSIPUR, MAHMOORGA NJ,VARANASI,221005	Diesel Vehicle

33	M/S A.T.A FILLING STA TION	MAQBOOL ALAM ROAD, N EAR-DISTRICT JAIL,VARANASI,221002	Petrol/CNG/LPG Vehicle
34	M/S GAUTAM TRANSPO RT AGENCY	J 16/74,A-1-K,DOSIPURA, VARANASI,221002	Petrol/CNG/LPG Vehicle
35	M/S GAUTAM TRANSPO RT AGENCY	J 16/74,A-1-K,DOSIPURA, VARANASI,221002	Diesel Vehicle
36	M/S GRAMIN VIKAS SA NSTHA M/S. SARASWATI FILLING STATION(H.P.C.L DEALE R), ,KANDWA, DLW-CHUNAR ROAD, VARANASI,221 005		Petrol/CNG/LPG Vehicle
37	M/S. GRAMIN VIKAS S ANSTHA		
38	M/S GURUDEV SEWA S ANSTHA	M/S ADITYA SERVICES (H.P.C.L. DEALER),1/69,KRISHNABAG, NAGWA, TRAMA CENTRE, B.H.U. LAN KA,221005	Diesel Vehicle
39	M/S GURUDEV SEWA S ANSTHA	M/S ADITYA SERVICES (H.P.C.L. DEALER),1/69, KRISHNABAG, NAGWA, T RAMA CENTRE,B.H.U. LAN KA,221005	Petrol/CNG/LPG Vehicle
40	M/S JAI BAJRANG PAR YAVARAN SEWA SAMITI	5 JAI BAJRANG PAR BARSATI AUTOMOBILES B.H.U,D.L.W. /ARAN SEWA SAMITI ROAD NEWADA, SUNDARPUR ROAD ,2 121005	
41	M/S JAI BAJRANG PAR YAVARAN SEWA SAMITI	BARSATI AUTOMOBILES B.H.U,D.L.W ROAD NEWADA SUNDARPUR ROAD ,2 21005	Petrol/CNG/LPG Vehicle
42	M/S JAI MATA DI SEWA SANSTHA	SHOP NO. 1 G.T. ROAD, M OHAN SARAI,,GANGAPUR, VARANASI,221302	Diesel Vehicle
43	M/S JAI MATA DI SEWA SANSTHA	SHOP NO. 1 G.T. ROAD,MOHAN SARAY,,GANGAPU R, VARANASI,221302	Petrol/CNG/LPG Vehicle
44	M/S KIRAN SERVICE S TATION, VARANASI	G.T. ROAD, LAHARTARA, VARANASI,0,221106	Petrol/CNG/LPG Vehicle
45	M/S KIRAN SERVICE S TATION, VARANASI	G.T. ROAD, LAHARTARA, VARANASI,0,221106	Diesel Vehicle
46	M/S MAA PRABHAWAT I SAMAJ KALYAN SEWA SAMITI	RAMAIPATTI, JAMALPUR, R.T.O. OFFICE,221106	Diesel Vehicle
47	M/S MAA PRABHAWAT I SAMAJ KALYAN SEWA SAMITI	RAMAIPATTI, JAMALPUR, R.T.O.OFFICE,221106	Petrol/CNG/LPG Vehicle
48	M/S MA KAMAKHYA SEWA SAMITI	M/S KOLKATTA SERVICE STATION,N.H 56, GANESHPUR, SHIVPUR, VARANA SI,233001	Petrol/CNG/LPG Vehicle
49	M/S MA PRABHAWATI SAMAJ KALYAN SEWA SAMITI	NEAR R.T.O. OFFICE ,JAMAL PUR, BABATPUR ROAD VARANASI,221105 118	Petrol/CNG/LPG Vehicle

M/S MA PRABHAWATI SAMAJ KALYAN SEWA SAMITI	NEAR R.T.O. OFFICE,JAMALPUR, BABATPUR ROAD V ARANASI,221105	Diesel Vehicle
M/S PRAJAPATI PARYA VARAN SEWA SAMITI	M/S BIMAL AUTOMOBILES (INDIAN OIL PETROL PUMP),PANDEYPUR, AZAM GARH ROAD,221002	Petrol/CNG/LPG Vehicle
M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITI	S24/110-2K, TAKTAKPUR, CONTOMENT, VARANASI,JAMAALPUR, VARANASI,22 1105	Petrol/CNG/LPG Vehicle
M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITI	S24/110-2K, TAKTAKPUR, CANTOMENT, VARANASI,JAMAALPUR, VARANASI,22 1105	Diesel Vehicle
M/S VARANASI PARYA VARAN SEWA SAMITI	JAMALPUR NEAR R.T.O,OF FICE BABATPUR ROAD ,221105	Petrol/CNG/LPG Vehicle
M/S VARANASI PARYA VARAN SEWA SAMITI	JALALPUR NEAR- R.T.O ,OFFICE BABATPUR ROAD ,2 21105	Diesel Vehicle
NARAYAN SEWA SAMIT I	RP PETROL PUMP,VAKDA PUL VARANSI,221002	Diesel Vehicle
NARAYAN SEWA SAMITI	SIGRA PETROL PUMP, VA RANASI,SIGRA, VARANAS I (U.P.),221010	Petrol/CNG/LPG Vehicle
NARAYAN SEWA SAMIT I	RP PETROL PUMP ,VAKDA PUL VARANSI ,221002	Petrol/CNG/LPG Vehicle
PAL PARYAVARAN SAMITI	KESHAV AUTOMOBILES I NDIAN OIL PUMP DLW VARANASI,VARANASI,22100 4	Diesel Vehicle
PAL PARYAVARAN SAMITI	PSJ FILLING STATION (PETROL PUMP),VARANSI,21 2011	Petrol/CNG/LPG Vehicle
PAL PARYAVARAN SAMITI	KESHAV AUTOMOBILES (PETROL PUMP),DLW GATE KAKARMATTA DLW VAR ANASI,221004	Petrol/CNG/LPG Vehicle
PAL PARYAVARAN SAMITI	PSJ FILLING STATION (PE TROL PUMP),MUGALSARAI , CHANDAULI ,232101	Diesel Vehicle
PRAJAPATI PARYAWARAN SEWA SAMITI	M/S MAURYA KISAN SEWA KENDRA,DAMODARPUR SARNATH,221007	Diesel Vehicle
PRAJAPATI PARYAWARAN SEWA SAMITI	M/S MAURYA KISAN SEVA KENDRA,DAMODARPUR S ARNATH,221007	Petrol/CNG/LPG Vehicle
PRESENT WELFARE SO CIETY	SHOP NO 1 KESHRIPUR B HULLANPUR VARANASI,S 9/464 B NAI BASTI PAND EYPUR VARANASI,221108	Petrol/CNG/LPG Vehicle
PRESENT WELFARE SO CIETY	SHOP NO 1 KESHRIPUR B HULLANPUR VARANASI,S 9/464 B NAI BASTI PAND EYPUR VARANASI,221108	Diesel Vehicle
PUBLIC ROAD SAFETY CARE WING SOCIETY	GAUTAM TYRE CENTER,S HOP NO. 2 SUPER MARKET PAHADIYA MANDI,2210 07 119	Diesel Vehicle
	SAMAJ KALYAN SEWA SAMITI M/S PRAJAPATI PARYA VARAN SEWA SAMITI M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITI M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITI M/S VARANASI PARYA VARAN SEWA SAMITI M/S VARANASI PARYA VARAN SEWA SAMITI NARAYAN SEWA SAMITI NARAYAN SEWA SAMITI PAL PARYAVARAN SAMITI PRAJAPATI PARYAWARAN SEWA SAMITI	SÁMAJ KALYAN SEWABABATPUR ROAD V ARANASI,221105M/S PRAJAPATI PARYA VARAN SEWA SAMITIM/S BIMAL AUTOMOBILES (INDIAN OIL PETROL PUMP),PANDEYPUR, AZAM GARH ROAD,221002M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITIS24/110-2K, TAKTAKPUR, CONTOMENT, VARANASI,JAMAALPUR, VARANASI,22 1105M/S SRI SAI SAMAAJ K ALYAN SEWA SAMITIS24/110-2K, TAKTAKPUR, CANTOMENT, VARANASI,JAMAALPUR, VARANASI,22 1105M/S VARANASI PARYA VARANASI JAMAALPUR, VARANASI,22 1105JAMALPUR NEAR R.T.O,OF FICE BABATPUR ROAD ,221105M/S VARANASI PARYA VARAN SEWA SAMITIJALALPUR NEAR R.T.O,OF FICE BABATPUR ROAD ,221105NARAYAN SEWA SAMITI IRP PETROL PUMP,VAKDA PUL VARANSI,221002NARAYAN SEWA SAMITI IRP PETROL PUMP,VAKDA PUL VARANSI,221002NARAYAN SEWA SAMITI IRP PETROL PUMP, VARANASI (U.P.),221010NARAYAN SEWA SAMITI IRP PETROL PUMP,VARANASI PUL VARANSI,221002NARAYAN SEWA SAMITI IPSI FILLING STATION (PETROL PUMP)/WARANASI,VARANASI,221004PAL PARYAVARAN SAMITI PAL PARYAVARAN SAMITIPSI FILLING STATION (PETROL PUMP),MUGALSARAI , CHANDAULI ,232101PAL PARYAVARAN SAMITI PSI FILLING STATION (PETROL PUMP),MUGALSARAI , CHANDAULI ,232101PAL PARYAVARAN SAMITI PSI FILLING STATION (PETROL PUMP),MUGALSARAI , CHANDAULI ,232101PAL PARYAVARAN SAMITI PSI FILLING STATION (PE TROL PUMP),MUGALSARAI , CHANDAULI ,232101PAL PARYAVARAN SAMITI PSI FILLING STATION (PE TROL PUMP),MUGALSARAI , CHANDAULI ,232101PAL PARYAVARAN SAMITI PSI FILLING STATION (PE TROL PUMP),MUGALSARAI , CHANDAUR SEWA SAMITIPARYAVARAN S

68	PUBLIC ROAD SAFETY CARE WING SOCIETY	GAUTAM TYRE CENTER,S HOP NO. 2 SUPER MARKET PAHARIYA MANDI,2210 07	Petrol/CNG/LPG Vehicle
69	SAHAJ SEWA SAMITI	KRISHNA AUTOMOBILES, GAURIGANJ,BHELUPUR,V ARANASI.,SUSVAHI,TEHS IL- SADAR,DISTT-VARANA SI.,221011	Petrol/CNG/LPG Vehicle
70	SANCHETNA SAMBHAR AN KENDRA	SAGUNAHA, BABATPUR,,V ARANASI,221006	Diesel Vehicle
71	SANCHETNA SAMBHAR AN KENDRA	SAGUNAHA, BABATPUR,,V ARANASI,221006	Petrol/CNG/LPG Vehicle
72	SANTI SEWA SAMITI	CRAIST NAGAR CHANDM ARI,SINDHAURA ROAD ,2 21208	Petrol/CNG/LPG Vehicle
73	SANTI SEWA SAMITI	D-64/127 A,SIGRA (MAIN ROAD) ,221010	Petrol/CNG/LPG Vehicle
74	SHANTI SEWA SAMITI	S3/187 A ULFAT COMPOUND ORDERLY BAZAR VAR ANASI,S-8/399A-3 KHAJURI GOLA VARANASI,2210 02	
75	SHANTI SEWA SAMITI	S3/187 A ULFAT COMPOUND ORDERLY BAZAR VAR ANASI,S-8/399A KHAJURI GOLA VARANASI,221002	Diesel Vehicle
76	SHRIMATI SOMARI MA HADEV SEWA SAMITI	AGRO PARK FUEL STATIO N.P2/1,AGRO PARK,INDUSTRIAL AREA,KARIKHIYA ON,PHOOLPUR,221200	Petrol/CNG/LPG Vehicle
77	SHRIMATI SOMARI SEWA SAMITI	AGRO PARK FUEL SATATION,P2/1,AGRO PARK,INDUSTRIAL AREA,KARIKHIY AON.PHOOLPUR,221200	Diesel Vehicle
78	SRI BHAGWAN PARAM HANSH SEWA SAMITI	SUKHVINDAR SINGH SERVICE STATION,BAJHA KA CHHWA MIRZAPUR,212011	Diesel Vehicle
79	SRI BHAGWAN PARAM HANSH SEWA SAMITI	SUKHVINDAR SINGH SER VICE STATION VARANASI, SUKHVINDAR SINGH SER VICE STATION VARANASI, 212011	
80	SRI R.K.B.K. MOTORS WORKSHOP	S-15/1A, GHAUSABAD, V ARANASI,S- 15/1A, GHAUSABAD, VARANASI,221001	Diesel Vehicle
81	SRI R.K.B.K. MOTORS WORKSHOP	S-15/1A, GHAUSABAD, V ARANASI,S- 15/1A, GHAUSABAD, VARANASI,221001	Petrol/CNG/LPG Vehicle
82	SRI SAI SAMAZ KALYAN SEWA SAMITI	M/S. AJAY AUTOMOBILES (I.O.C.L DEALER), SEHMALPUR, HARHUA,221005	Diesel Vehicle
83	SRI SAI SAMAZ KALYAN SEWA SAMITI	M/S. AJAY AUTOMOBILES(I.O.C.L DEALER), SEHMA LPUR, HARHUA,221005	Petrol/CNG/LPG Vehicle
84	VIDHAN HIGHWAY CEN TRE (DEALER-I.O.C.L.)	NH-02, RUPADUR,GRAM-B HADEHARA,221301	Petrol/CNG/LPG Vehicle

85	VIDHAN HIGHWAY CEN TRE(DEALER-I.O.C.L.)	NH-02, RUPAPUR,GRAM-B HADEHARA,221301	Diesel Vehicle
86	YOUR LIFE SAFE & CAR E WING SOCIETY	GITANJALI HP RAVINDRP URI,LANKA,221005	Diesel Vehicle
87	YOUR LIFE SAFE & CARE WING SOCIETY	SAROJA PETROL PUMP KA BIRCHAURA RAOD ,PIPLANI KATRA ,221001	Petrol/CNG/LPG Vehicle
88	YOUR LIFE SAFE & CAR E WING SOCIETY	GITANJALI HP RAVINDRP URI,LANKA ,221005	Petrol/CNG/LPG Vehicle
89	YOUR LIFE SAFE & CARE WING SOCIETY	REMSANS AQWA LTD ,HP NEAR PAC 36 KODOPUR R AMNAGAR,221008	Petrol/CNG/LPG Vehicle
90	YOUR LIFE SAFE & CARE WING SOCIETY	REMSANS AQWA LTD ,HP NEAR PAC 36 KODOPUR R AMNAGAR,221008	Diesel Vehicle
91	YOUR LIFE SAFE & CARE WING SOCIETY	SAROJA PETROL PUMP KA BIRCHAURA ROAD,PIPLANI KATRA,221001	Diesel Vehicle

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Annex-VE-2

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जिला पूर्ति अधिकारी, वाराणसी।

सेवा में,

प्रेषक,

अपर आयुक्त, खाद्य एवं रसद विभाग, उ०प्र०, लखनऊ।

पत्रांकः \ (् ७ / जि०पू०अ०-पे०उ० / २०२०

दिनांकः 🔿 🖡 🚽

विषय :

मा0 राष्ट्रीय हरित अधिकरण द्वारा विभिन्न वादों में पारित आदेश के अनुपालन स्थिति के अनुश्रवण हेतु मुख्य सचिव, उत्तर प्रदेश शासन की अध्यक्षता में दिनांक 02.12.2020 को लोक भवन के सभा कक्ष में आहूत बैठक के सम्बन्ध में।

महोदय,

कृपया उपर्युक्त विषयक अपने पत्र संख्या—5459 / आ0पू०अधि०लीगल—26 / 2016 दिनाक 27.11. 2020 का संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा बिन्दु संख्या—88 पर पी0एन०जी० की उपलब्धता के सम्बन्धित सूचना प्रत्येक दशा में दिनांक 01.12.2020 तक प्रेषित करने के निर्देश दिये गये है। तत्क्रम वांछित बिन्दुओं का विवरण निम्नवत् है—

19	City	Source	Action Point	Micro-level planning		1	
	Name			Micro-level planning	Time target	Impementatio	Target
	1	2	3	4		n Agencies	rediction
	Varanasi	Vehicular	Prepare &		5	6	7
		pollution	implementaction	0	30 days	IOCL, BPCL &	0
		control	plan to check fuel	N		HPCL	
			adultration and				
			random monitoring				
			of fuel quality data.				
			Engage with	LPG- Target FY 20-21	24		
			concerned	Domestic Connection Infrastructure	31st	IOCL, BPCL &	Total
1			authorities on	(Cumulative)- Varanasi District already	March'21	HPCL	number of
			continual basis for	achived 100% LPG saturation as per 2011			connections
		1	maximizing coverage	census data. Distributor is both urban and			: 9.09 lacs
			fo LPG/PNG for	rural areas are working to ensure LPG			Customer
		•	domestic and	connection and availability in each			taking LPG:
			commercial cooking	household.			8.52 Lacs
			with 100% coverage.				• 1
				PNG-PNGRB Target FY 20-21			
				Domestic Connection Infrastructure	31st	0 • • •	20105 nos
				(Cumulative)- 20105		GAIL (India)	Customer
				,	March'21	Limited	taking gas:
			Use of Bio-Ethenol in				3480 nos
			the city/urban				
			transport				
			system/waste to				
		-	energy				
			10				

सूचना सादर प्रेषित।

भवदीय,

जिला पूर्ति अधिकारी, वाराणसी।

Scanned with CamScame



उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड UTTAR PRADESH POLLUTION CONTROL BOARD

संदर्भ सं0

दिनांक Date ... 5 - 2 - 2020

Annex-VE-3

सेवा में,

अतिरिक्त महानिदेशक, यातायात पुलिस निदेशालय, उत्तर प्रदेश, वृन्दावन योजना, सेक्टर–18, रायबरेली रोड, लखनऊ-226301।

उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायु प्रदूषण के नियंत्रण हेतु निर्मित कार्ययोजना के संबंध में विषयः माइक्रोप्लानिंग किये जाने हेतु वायु (प्रदूषण का निवारण एवं नियंत्रण) अधिनियम, 1981 की धारा 31ए के अर्न्तगत जारी निर्देश के संबंध में।

यह कि, माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या–681 / 2018 में दिनांक 08.10.2018 के द्वारा नॉन अटैन्मेन्ट शहरों से संबंधित सभी राज्यों एवं केन्द्रशासित प्रदेशों में ''एअर क्वालिटी मॉनीटरिंग कमेटी'' का गठन किये जाने, ''एअर क्वालिटी मॉनीटरिंग कमेटी'' द्वारा 02 माह के अन्दर नॉन अटैन्मेन्ट शहरों की वायुगुणवत्ता में सुधार लाये जाने हेतु कार्ययोजना तैयार किये जाने एवं कार्ययोजना के लागू होने से 06 माह के अन्दर नॉन अटैन्मेन्ट शहरों की वायुगूणता निर्धारित मानकों के अनुरूप लाये जाने हेतु आदेश पारित किये गये थे।

यह कि, राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा पारित आदेश के अनुपालन में उत्तर प्रदेश सरकार द्वारा प्रदेश के 15 नॉन अटैन्मेन्ट शहरों यथा आगरा, प्रयागराज, अनपरा, बरेली, फिरोजाबाद, गजरौला, गाजियाबाद, झांसी, कानपुर, खुर्जा, लखनऊ, मुरादाबाद, नोएडा, रायबरेली तथा वाराणसी की वायुगुणता में सुधार लाने के लिए कार्ययोजना बनायेँ जाने हेतु दिनांक 02.01.2019 को "एअर क्वालिटी मॉनीटरिंग कमेटीँ" गठित की गयी एवं "एअर क्वालिटी मॉनीटरिंग कमेटीं'' द्वारा प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायुगुणता के सुधार हेतु कार्ययोजना बनायी गयी। कमेटी द्वारा बनायी गयी कार्ययोजना को उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा केन्द्रीय प्रदूषण नियंत्रण बोर्ड, दिल्ली प्रेषित किया गया जिसे केन्द्रीय प्रदूषण नियंत्रण बोर्ड, दिल्ली द्वारा अनुमोदित किया गया है। उक्त कार्ययोजना को उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, लखनऊ की वेबसाइट http://www.uppcb.com/ pdf/ACTION-PLAN_100519.pdf पर भी अपलोड किया गया।

यह कि, यह कि, राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा उपरोक्तानुसार पारित आदेश के अनुपालन में प्रदेश के 15 नॉन अटैन्मेन्ट शहरों की वायुगुणता में सुधार लाये जाने हेतु बनायी गयी कार्ययोजना के अनुश्रवण तथा प्रभावी क्रियान्वयन हेतु उत्तर प्रदेश सरकार द्वारा प्रमुख सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन की अध्यक्षता में दिनांक 14.06.2019 के द्वारा "एअर क्वालिटी मॉनीटरिंग कमेटी" का पुनर्गठन किया गया।

यह कि, प्रदेश के 15 नॉन अटैन्मेन्ट शहरों के वायु प्रदूषण नियंत्रण के संबंध में बनायी गयी कार्ययोजना के अर्न्तगत दीर्घकालीन एवं अल्पकालीन कार्यबिन्दु तथा इसके क्रियान्वयन की समयसीमा निर्धारित करते हुथे प्रदेश के संबंधित जिम्मेदार विभागों / प्राधिकरणों / संस्थाओं यथा नगर विकास विभाग, ट्रान्सपोर्ट विभाग, पी०डब्लू०डी०, एन०एच०ए०आई०, यातायात, फूड एवं सिविल सप्लाई, विकास प्राधिकरण/आवास विकास, वन, कृषि, औद्योगिक विकास, आयल कम्पनी / सी०एन०जी०, गृह, एन०एम०सी०जी०, जिला प्रशासन, वाहन निर्माता कम्पनी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, मिनिस्ट्री आफ रोड ट्रान्सपोर्ट एण्ड हाईवे, सिचाई विभाग एवं उद्यान विभाग को कार्ययोजना के अर्न्तगत वायु प्रदूषण के नियंत्रण हेतु इनसे संबंधित कार्यबिन्दुओं पर प्रभावी कार्यवाही किये जाने हेतु दायित्व निर्धारित किये गये है।

यह कि, मुख्य सचिव, उ०प्र० शासन द्वारा अपने पत्र संख्या–एन०जी०टी०१३०(२) 55–पर्या–२–२०१९ /०९ (रिट) / 2016 दिनांक 11.04.2019 द्वारा उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायु प्रदूषण के नियंत्रण हेतु बनायी गयी कार्ययोजना के प्रभावी क्रियान्वयन/अनुपालन हेतु प्रदेश के संबंधित जनपदों के जिलाधिकारियों एवं संबंधित विभागों के अपर मुख्य सचिव/प्रमुख सचिव को निर्देश जारी किये गये है।

यह कि, माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली द्वारा ओ०ए० संख्या–681/2018 में दिनांक 20.11.2019 द्वारा उत्तर प्रदेश के 15 नॉन अटैन्मेन्ट शहरों में वायू प्रदूषण के नियंत्रण हेतू निर्मित कार्ययोजना के अर्न्तगत निर्धारित किये गये कार्यबिन्दुओं की माइक्रोप्लानिंग किये जाने के संबंध में पारित आदेश का सुसंगत अंश निम्नवत है:--

टी.सी.–12वी, विमूति खण्ड, गोमती नगर,	T .C12V, Vibhuti Khand, Gomti Na				
लखनऊ 226010		Lucknow	-	226010	
दूरभाष : 522-2720831, 2720828		Phone	:	0522-2720831, 2720828	
फैक्स : 0522 - 2720764, 2720676		Fax	:	0522 - 2720764	
ई-मेल : info@uppcb.com		Email	:	info@uppcb.com	
वेबसाइट : <u>www.uppcb.com</u> gomi Leiter head 25-05-2016	123	Web Site	:	www.uppcb.com	

"With regard to direction No.(VIII), there is compliance by 38 cities. Let the States/UTs ensure compliance with regard to the remaining cities within by 30.06.2020. In default, the States/UTs will be liable to pay@Rs. 5 lakhs per month till compliance. The compensation may be recovered by the States/UTs from the erring officers and appropriate entries may also be made in the ACRs of the concerned Heads of the Departments";

अतएव मा० राष्ट्रीय हरित अधिकरण द्वारा उक्त पारित आदेशों का अनुपालन सुनिश्चित किये जाने के दृष्टिगत वायु (प्रदूषण का नियंत्रण एवं निवारण) अधिनियम, 1981(यथा संशोधित) की धारा 31 ए के अर्न्तगत राज्य बोर्ड को प्रदत्त शक्तियों का प्रयोग करते हुए एतदद्वारा निम्न निर्देश निर्गत किये जाते है :--

- यह कि, कार्य योजना के अंतर्गत यातायात पुलिस निदेशालय, उत्तर प्रदेश हेतु निर्धारित सभी कार्य बिन्दुओं के संबंध में 02 माह के अन्दर माइक्रोप्लानिंग की जाए तथा माइक्रोप्लान की प्रति उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित की जाए।
- यह कि, कार्य योजना के अंतर्गत दीर्धकालीन एवं अल्पकालीन कार्य बिन्दुओं का प्रभावी कियान्वयन निर्धारित समय सीमा के अंदर किया जाये।
- 3. यह कि, कार्य योजना के अंतर्गत निर्धारित कार्य बिन्दुओं के संबंध में की गयी कृत कार्यवाही की मासिक प्रगति आख्या उ0 प्र0 प्रदूषण नियंत्रण बोर्ड, द्वारा विकसित "Environmental Compliance portal" "http://www.upecp.in" पर अपलोड किया जायेगा तथा इसकी प्रति सदस्य सचिव, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के माध्यम से ''एअर क्वालिटी मॉनीटरिंग कमेटी'' को प्रेषित की जायेगी।

उक्त निर्देशों का अनुपालन निर्धारित समय सीमा में सुनिश्चित कराते हुए कृत कार्यवाही की आख्या से बोर्ड को अवगत कराने का कष्ट करें।

भवदीय,

(आशीष तिवारी) सदस्य सचिव

प्रतिलिपिः– निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतुः–

- 1. प्रमुख सचिव, गृह, उ०प्र० शासन, लखनऊ।
- 2. सदस्य सचिव, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, परिवेश भवन, ईस्ट अर्जुन नगर, दिल्ली।
- 3. जिलाधिकारी, आगरा, प्रयागराज, सोनभद्र (अनपरा), बरेली, फिरोजाबाद, अमरोहा (गजरौला), गाजियाबाद, झांसी, कानपुर, बुलन्दशहर (खुर्जा), लखनऊ, मुरादाबाद, गौतमबुद्ध नगर (नोयडा), रायबरेली एवं वाराणसी।
- क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड आगरा, प्रयागराज, सोनभद्र (अनपरा), बरेली, फिरोजाबाद, बिजनौर (गजरौला), गाजियाबाद, झांसी, कानपुर, बुलन्दशहर (खुर्जा), लखनऊ, मुरादाबाद, नोयडा, रायबरेली एवं वाराणसी।

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Annex-IP-1

	I	Industry List (Air Pollution Control Sy	stem Installed)	
1	Varanasi	Aishwarya Crations G.T. Road, Chandpur, Varanasi	Sari Printing & Washing	Operational
2	Varanasi	Amarlata Prints S-15/243 Shamsher Singh Compound, Shivpur, Varanasi	Sari Printing & Washing	Operational
3	Varanasi	Ashok Kalwani Prints P-4, I/S, Chandpur, Varanasi	Sari Printing & Washing	Operational
4	Varanasi	Balaji Prints, N-9/26-3 Patiya, Bajardiha, Varanasi.	Sari Printing & Washing	Operational
5	Varanasi	Chitra Kala Prints 8 A.E. Industrial Area, Chandapur, Maheshpur, Varanasi	Sari Printing & Washing	Operational
6	Varanasi	Chitra Nirman Industrial Area, Chandapur, Varanasi	Sari Printing & Washing	Operational
7	Varanasi	Chitranashi S-15/243, Shivpur, Varanasi	Sari Printing & Washing	Operational
8	Varanasi	D.L.W., Varanasi	Loco Engineearing	Operational
9	Varanasi	Devraj Prints S-15/243 Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
10	Varanasi	Hanuman Crations, N-9/26-3 Patiya, Bajardiha, Varanasi	Sari Printing & Washing	Operational
11	Varanasi	SLMG (Hindustan Coca Cola Beverages Pvt. Ltd.), Rajatalab, Varanasi	Soft Drink	Operational
12	Varanasi	Kala Nidhi S-15/243 Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
13	Varanasi	Laakhi Creations Industrial Area, Chandapur, Maheshpur, Varanasi	Sari Printing & Washing	Operational
14	Varanasi	Mazeed Prints, C-26/3 Nawabganj, Varanasi.	Sari Printing & Washing	Operational
15	Varanasi	Pooja Prints S-15/243 Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
16	Varanasi	Pushpanjali Sarees Pvt. Ltd. A-6 Industrial Area, Chandpur, Vaanasi	Sari Printing & Washing	Operational
17	Varanasi	Pushpanjali Sarees Pvt. Ltd. Unit-2 B-1, B-2, B-1E, B-2 E, Industrial Area, Chandpur, Vaanasi	Sari Printing & Washing	Operational
18	Varanasi	Rangoli, Mahamandal Nagar, Lahurabeer, Varanasi	Sari Printing & Washing	Operational
19	Varanasi	Rangsan Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
20	Varanasi	S.N.D. Dyieng & Processing Co. Pvt. Ltd., A-7 Industrial Area, Chandpur, Varanasi.	Sari Printing & Washing	Operational
21	Varanasi	Saurabh Saree Pvt. Ltd. S-17/3 C-4 Krishna Nagar Colony, Pahariya, Varanasi	Sari Printing & Washing	Operational

Industry List (Air Pollution Control System Installed)

22

Varanasi

Nagar Colony, Pahariya, Varanasi

Shaheen Prints, B-26/27, A-2, A-1 Nawabganj,

Washing

Sari Printing &

Operational

		Varanasi	Washing	
23	Varanasi	Sheetals S-15/243 Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
24	Varanasi	Shyam Creations S-15/243 Shamsher Singh Compount, Shivpur, Varanasi	Sari Printing & Washing	Operational
25	Varanasi	Swastik Dyieng & Processing Co. Pvt. Ltd., P- 3, Big Industrial Area, Chandapur, Maheshpur, Varanasi	Sari Printing & Washing	Operational

Annex-IP-2

Electroplating Units

Sl.No.	Industry Name and Address	Category
1	Ananya Electroplators H.N26/20 Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
2	Ashish Electroplators H.NS-26/42 K-24 Ashokpuram Colony, Meerapur Basahi, Varanasi	Metal Surface Treatment
3	Baijnath Sahu Electroplators H.N45/32 Luxa Nai Basti Varanasi	Metal Surface Treatment
4	Basant Chauchan Electroplators, Banarasi Ka Bara, Shivpurva, Varanasi	Metal Surface Treatment
5	Bhumi Electroplators H.NS.H3/21 B, Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
6	Bind Electroplators Shivpurva, Nirala Nagar, Lane No6 Varanasi	Metal Surface Treatment
7	Brijesh Prajapati Electroplators, 10/5-1-A, Parmanandpur, Maheshpur, Varanasi	Metal Surface Treatment
8	Britech (Nikil wala) Lahartara, Bauliya, Varanasi	Metal Surface Treatment
9	Chauhan Electroplators H.N45/145 Luxa Nai Basti, Varanasi	Metal Surface Treatment
10	Gupta Electroplators H.N. D-59/237 Madhopur, Sigra, Varanasi	Metal Surface Treatment
11	Manisha Electroplators H.NSH-3/26 K-5 M Rajeev Nagar, Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
12	Mishra Electroplators Pishach Mochan, Lallapura, Varanasi	Metal Surface Treatment
13	Nilesh Chauhan Electroplators P.NS-341 Meerapur Basahi, Varanasi	Metal Surface Treatment

Sl.No.	Industry Name and Address	Category
14	Prahlad Electroplators Shri Ramnagar Colony, Maduadih, Varanasi	Metal Surface Treatment
15	Raju Chauhan Electroplators H.ND-59/236, Shivpurva, Nirala Nagar, Varanasi	Metal Surface Treatment
16	Ramji Electroplators H.NS-2/51 Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
17	Rattilal Electroplators Aaraji No10 Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
18	Riyaz Electroplators H.NS-2/301 B, Gilat Bazar, Varanasi	Metal Surface Treatment
19	Shiv Kumar Electroplators H.NS-27/14 K.H., Nawalpur, Meerapur Basahi, Varanasi	Metal Surface Treatment
20	Sinar Electroplating (Nikil Ghar) D-65/421 K, Lahartara, Bauliya, Varanasi	Metal Surface Treatment
21	Slaughter House, Beniyabaag, Varanasi	Slaughter Houses & Meat Processing
22	Slaughter House, Kamal gadaha, Varanasi	Slaughter House and Meat Processing
23	Slaughter House, Ramala Kuchehry, Varanasi	Slaughter Houses & Meat Processing

CONCESSION AGREEMENT

Between

Varanasi Municipal Corporation ("MCV")

AND

.VARANASI WASTE SOLUTIONS PRIVATE LIMITED (CIN: U90009MH2020PTC339673)

For

Door to Door Collection of Municipal Solid Waste, Mechanized Road Sweeping, and Toilets Cleaning within Varanasi Municipal **Corporation** area

September 2020

Annex-WB-1 BB Annexave 1.12 BB 2



उत्तई प्रदेश UTTAR PRADESH

AG 243637

CONCESSION AGREEMENT

This CONCESSION AGREEMENT made on this 26th day of September, 2020 at the office of Varanasi Municipal Corporation, Varanasi, Uttar Pradesh, India

BETWEEN

Varanasi Municipal Corporation through Municipal Commissioner, Mr. Gaurang Rathi_(Hereinafter referred to as "MCV", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART

AND

Waranasi Waste Solutions Private Limited, a Company incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at Flat No: 1403, 14th Floor, Dev Corpora Building, Opp. Cadbury Company, Eastern Express Highway, Khopat, Thane, Maharashtra - 400601 through its authorized signatory Mr. Tarjindar Singh (Hereinafter referred to as "Concessionaire", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the SECOND PART.



6

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Page 1 | 74 नगर लिगम

वाराणसी

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WHEREAS

- A. The Ministry of Environment and Forest (MoEF), Government of India (GoI), has formulated the Municipal Solid Waste (Management and Handling) Rules, 2016 ("MSW Rules"), which makes it mandatory for every municipal authority to implement a scientific solid waste management system.
- B. The Varanasi Municipal Corporation is responsible for providing municipal and civic services in areas falling under MCV.
- C. MCV floated tender and invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, MCV received proposals from several parties including the Concessionaire for implementing the Project.
- D. Concessionaire acknowledges that Bid was made in accordance with RFP, and terms and conditions published as part of Tender documents and further agrees to abide by the terms and conditions of Tender Documents.
- E. Pursuant thereto, after evaluating the aforesaid proposals and negotiations, MCV accepted the proposal submitted by the Concessionaire and issued Letter of Acceptance No. 1168/CAMP-M.E./2019-20 dated March 05, 2020 to the Concessionaire requesting the Concessionaire to execute the Concession Agreement, which the Concessionaire has acknowledged by its Letter No. AGEIPPL/LET/VARANASI/2019-20/115 dated March 17, 2020. Concessionaire hereby agrees to serve as guarantor towards the role and responsibilities cast upon the Concessionaire under this Concession Agreement.
- F. The Parties hereto are required to enter into the Concession Agreement, being these presents, to record the terms, conditions, and covenants of the Concession.

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

DEFINITIONS AND INTERPRETATION ARTICLE 1

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- "Additional Cost" shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.
- 2. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article13.1.
- 3. "Applicable Law" shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Concessionaire as applicable in India.
- 4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under applicable Law, in connection with the Project during the subsistence of this Agreement.
- 5. "Appointed Date" shall mean the date of this Agreement.
- 6. "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 7. "Authorized Representative" means, in respect of a Party, any person designated (whether by same or as the holder of a specified position or office) as such by such Party by notice in writing given to the other Party including, in the case of a person designated by name, a specimen signature of that person certified by the Party issuing the notice.
- 8. "Authority" means for this agreement Municipal Corporation Varanasi (MCV)
- 9. "Bid Security" shall mean security offered at the time of submission of Bid as defined in the RFP as part of the bid documents.
- 10. "Bulk Waste Generators" means the same as defined in MSW Rules 2016 or as notified and defined by MCV.
- 11. "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything



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of value to influence the action of a public official in the procurement process or in contract execution.

- 12. "Change in Law" shall have the meaning ascribed thereto in Article13.5.
- 13. "Concession Agreement" or "Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.
- 14. "Concessionaire or Agency" will be used interchangeable and have same meaning for the purpose of this agreement.
- 15. "COD" or "Commercial Operations Date" shall mean the date on which MCV has issued the Commencement Certificate for the Project Facilities, in accordance with the provisions of this Agreement. The duration of this entire contract will start from the COD date.
- 16. "Commencement Certificate" shall mean the certificate issued by MCV certifying, that:
 - The Concessionaire has set up the Project Facilities in accordance with the Concession Agreement, RFP, IIOP (Initial Implementation and Operational Plan), MIOP (Micro Implementation and Operational Plan) and R&M Plan; and
 - ii. The Concessionaire has obtained all approvals necessary for commercial operations of the Project Facilities.
- 17. "Concession" shall have the meaning ascribed thereto in Article 2 of this Agreement.
- 18. "Concession Area" means the areas falling within territorial jurisdiction of MCV
- 19. "Concession Period" shall have the meaning ascribed thereto in section 3: Concession Period.
- 20. "Competent Authority" is the Person or Persons, appointed by the Municipal Commissioner, Varanasi Municipal Corporation, Varanasi and notified to the Concessionaire, who shall be responsible for supervising the Concessionaire, administering the Contract, certifying payments due to Concessionaire. The Municipal Commissioner MCV shall be the Competent Authority for this contract/Concession Agreement (CA). The Municipal Commissioner, Varanasi Municipal Corporation, Varanasi may also appoint any Person or Persons to assist the Competent Authority for this CA. Any Person or Persons appointed by the Municipal Commissioner, Varanasi Municipal Corporation, Varanasi to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the "Competent Authority's Representative".
- 21. "Concessioning Authority" or "Contracting Authority" or "MCV" shall mean Varanasi Municipal Corporation or "VNN" shall mean Varanasi Nagar Nigam.
- 22. "Consortium" of parties who submitted bid as consortium.
- 23. "Construction and Demolition Waste" shall include debris, construction and demolition debris and mud earth / soil.
- 24. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process or affect the execution of a contract.



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- 25. "Contract Prices" means the prices set out in the Form of Proposal for which the Concessionaire will perform the Work as set out in the Appendix * of this agreement.
- 26. "Corporation" means the Municipal Corporation of Varanasi
- 27. "Demonstration Project" means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the Programs within City's Solid Waste Management Systems
- 28. "Demonstration Project" means projects which explore alternative collection systems or methods designed to minimize the cost, increase the convenience and/or improve the Programs within City's Solid Waste Management System.
- 29. "Dry Garbage" means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, Rexene, battery cells, paper, cloth, etc. and as defined in the MSW Rules, 2016.
- 30. "Disposal Site" means the solid waste processing site at "Karsara", Varanasi for the purpose of disposal of MSW. OR any other site as decided by MCV within the jurisdiction of Varanasi Municipal limits.
- 31. "End Market" means the purchaser or receiver of the Recyclable Materials.
- 32. "Effective Date" means the date of 'Signing of Agreement'.
- 33. "Emergency" shall mean a condition or situation that is likely to endanger the safety of the individual or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.
- 34. "Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.
- 35. "Environmental Laws" means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974, and other related laws, Guidelines and any other central, state or local law, regulation, rule, ordinance or order from government for waste handling and management.
- 36. "Escrow Account" means and includes and Account which the Concessionaire shall open and maintain with a Scheduled bank in which all inflows on account of user Charges shall be credited and debited, as the case may be, in accordance with the provision of this Agreement, and includes the sub- accounts of such Escrow Account:
- 37. "Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of



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the succeeding year.

- 38. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition, or occurrence as specified in the RFP and in this agreement.
- 39. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Concessionaires (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- 40. "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- 41. "Government Agency" shall mean Government of India and State Government of Uttar Pradesh, or Governmental Department, Commission, Board, Body, Bureau, Agency, Authority, Instrumentality, Court or other Judicial or Administrative Body, Central, State, or Local, having jurisdiction over the Concessionaire, the Secondary Door to Door Collection Points and Workshops or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
- 42. "Hazardous Waste" shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules, 1989 and as amended from time to time.
- 43. "House/Property" means a house/property, existing in the area of Varanasi Municipal Corporation, Varanasi.
- 44. "Handover" Handover means the Vehicles/ equipment's/infrastructure that is handed over by Varanasi Municipal Corporation to the Concessionaire with terms of maintenance of such handed over property by the Concessionaire at his own cost during the contract period.
- 45. "IIOP, MIOP and R&M Plan" given by the Concessionaire following Good Industry Practice duly approved by the Authority.
- 46. "In Writing" means a form of communication that requires a permanent record such as fax, email or letter.
- 47. "Landfill Facility" shall mean the Engineered Sanitary Landfill and/or all other related facilities located thereon, and any other offsite facilities identified /created for the Project.
- **48.** "Mobilization Period" Starts with signing of this agreement and ends at Commencement Certificate. It indicates the time given for putting all manpower, vehicle, equipment, and machinery in place to commence the operation. The date of commencement falls at the end of this period.

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- 49. "Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Concessionaire or MCV to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- 50. "Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
- 51. "MSW Rules" shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2016 and includes any amendments thereto or any rule(s) formulated by the Authorities in substitution or suppression of these rules.
- 52. "Municipal Solid Waste" or "MSW" shall have the meaning ascribed to it in the MSW Rules.
- 53. "MCV" means Varanasi Municipal Corporation as incorporated under the Uttar Pradesh Municipal Corporation act, 1959.
- 54. "Municipal Commissioner" means the Municipal Commissioner of Varanasi Municipal Corporation for the time being holding that office and his/her successor and shall include any officer authorized by him/her. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation's Representative for the purposes of this Contract.
- 55. "MSW" means any municipal solid waste /garbage/silt/and all waste defined as municipal solid waste in MSW rules 2016 generated within the service area.
- 56. "MSW Rules, 2016" means the Municipal Solid Waste (Management and Handling) Rules, 2016 made pursuant to the provisions of the Environment (Protection) Act, 1986 and includes any amendment thereto as in force from time to time.
- 57. "Material Recovery Facility (MRF)" means a facility that accepts Recyclable Material, as defined in this RFP, makes provision to remove contaminants from said recyclables, manually and mechanically sorts the recyclables and prepares recyclables for end markets.
- 58. "Missed Collection" means that stops, which have been missed off of an individual driver's Route.
- 59. "Missed Route" means that route which have been missed off of an individual Driver's Route.
- 60. "Mixed Plastic" includes PETE, HDPE, PVC, LDPE (rigid and film), and Other.
- 61. "Non-Conforming Waste" means type of waste which is not set forth in the scope of work defined in RFP
- 62. "Operations Period" shall mean the period commencing from COD and ending at the expiry of the Concession/Termination.

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- 63. "Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.
- 64. "Performance Security" shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with the RFP
- 65. "Person" shall mean (unless otherwise specified or required by the context), any individual, company, Council, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.
- 66. "Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.
- 67. "Project" shall mean designing, financing, procurement, construction, operation and maintenance of Project Facilities for Door to Door Collection, Storage, transportation of Waste in Concession area as other such services as defined in scope of work and in accordance with this Agreement. (It has been agreed between the Parties that work related to Mechanized and manual Cleaning of Ghat (a component in PART B of RFP) and Part D of RFP :C&D Waste Collection and transportation to C & D Waste plant site has been excluded from the Project scope) and in accordance with the provisions of this Agreement.
- 68. "Project Agreements" shall mean collectively this Agreement and other supporting documents linked to this agreement in connection with the Project.
- 69. "Project Assets" shall include:
 - a. Project Assets-Fixed
 - b. Project Assets-Movable
- 70. "Project Assets-Fixed" shall mean all the fixed assets, dhalao / Secondary transfer point and fixed bins procured by the Concessionaire and used during the Concession Period for the Project.
- 71. "Project Assets-Movable" shall mean all the movable assets including Project Equipment, Waste Door to Door Collection Assets, Waste Storage Assets, Waste Transportation Assets, Mobile Dhalao / Secondary transfer points and Project Vehicles procured by the Concessionaire and used during the Concession Period for the Project.
- 72. "Project Assets-MCV" shall mean all the moveable/fixed assets provided by the Varanasi Municipal Corporation for collection and transportation of MSW, Dhalao / Secondary transfer points / Dhalao / Open sites, construction and debris transportation, other assets as provided to the concessionaire time to time during the tenure of the project
- 73. "Project Facility" shall mean collectively the Project Assets/Primary/Secondary Door to Door Collection Points, Workshops and Parking lots.
- 74. "Person" means any natural person, firm, Corporation, company, voluntary association, partnership,

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joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

- 75. "Rupees" or "Rs." or "₹" refers to the lawful currency of the Republic of India.
- 76. "Residues" means waste generated from the processing operation or any other non-hazardous solid material that is not processed or is not disposed of as Recycled Materials and that may be disposed of at any landfill located.
- 77. "Route" means the pre-established route having households and establishments, served in the same sequence, by the same Collection Vehicle each collection cycle. The geographic area (i.e. the number of streets) along with the number and sequence of stops to be serviced by each individual Collection Vehicle will be those established by MCV in conjunction with the Concessionaire prior to the launch of this Concessionaire Agreement.
- 78. "Roadside Collection Service" means the service that commences at the street side in front of a residence, residential complex, or other establishment, as specified in the Project Specifications.
- 79. "Small Commercial Shops/ Establishment" means any place /unit other than a Residential Property and includes retail outlets, and all other places of business/commercial operations/non-residential usage of property (excluding bulk waste generators) that generates/ put out Waste or Recyclable Material for collection/disposal.
- 80. "Specifications" means all written material or printed descriptions or instructions pertaining to the method and manner of performing the Work, or to the quantities and qualities of the works to be carried out under the Contract.
- Street" means a highway, road, lane, avenue, court, boulevard, square, place, crescent or other public way.
- 82. "Service Area" means the entire area under different wards as specified in the tender document of Varanasi Municipal Corporation, Varanasi
- 83. "Sub Concessionaire" means a person, partnership undertaking the execution of part of the Work by virtue of an agreement with the Concessionaire.
- 84. "Supervisor" means the Concessionaire's authorized representative in charge of the Work.
- 85. "Successful Concessionaire" or a pronoun in place thereof means the Concessionaire(s) to whom the Contract has been awarded and who has undertaken to carry out the Work as per the Project Specifications. Successful Concessionaire will be used interchangeable with Concessionaire.
- 86. "Secondary Door to Door Collection Points" shall mean and include earmarked Dhalaos / Secondary transfer points / open sites and other places as identified from time to time for the storage of waste.

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- 87. "Tax" shall mean and include all taxes, fees, cesses, levies that may be payable by the concessionaire under the applicable law whether the responsibility to pay or responsibility to ensure the payment lies with the concessionaire or MCV.
- 88. "Termination" shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- 89. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.
- 90. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
- 91. "Tipping Fee" shall mean the amount payable by MCV to the Concessionaire in accordance with the Article 12 of this Agreement.
- 92. "Trespasser" means any person/company/private agencies present on the Sites/ concession area and not entitled to be on the Sites/concession area.
- **93.** "Third Party" means a Third party or an independent agency for this contract means any other agency that may be appointed or entrusted by the MCV for quality monitoring of performance indicators and collection of user charges for the SWM door to door collection.
- 94. "User fee" shall mean charges or fees as determined by the MCV from time to time from identified persons/group of beneficiaries and generators of waste.
- 95. "User fee collection" shall mean the charges collected from the waste generators and to be handed over to MCV month on month during the tenure of the project
- 96. "Workshop" shall mean the place where all the repair & maintenance including servicing shall be undertaken for all the Project Assets.
- 97. "Wet Garbage" means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells, bones, flesh, used cotton, dust, etc. and as defined in the MSW Rules, 2016.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transactions entered into hereunder.
- b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws which have the force of law as applicable in India.

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- c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, councils, joint ventures, trusts, associations, organizations, or other entities (whether or not having a separate legal entity).
- d) The headings 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.
- Any reference to day month or year shall mean a reference to a calendar day, calendar month or calendar year, respectively.
- g) 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.
- h) Any reference to any period of time shall mean a reference according to Indian Standard Time (IST).
- i) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement.
- j) 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.
- k) References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement.
- Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party.
- m) References to "Construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental thereto.
- n) In case of any misinterpretation / conflict or doubt regarding any condition/clause or section in this agreement, RFP document/Pre-Bid Reply/Corrigendum for the same is to be referred and will take precedence over this document. In case any conflicts outside of definition of both Concessionaire Agreement and RFP/ Pre-Bid Reply/Corrigendum the same will be rectified / clarified / sorted with mutual discussion and consent between all the parties affected.

ARTICLE 2 CONCESSION

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2.1 Scope of Project



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Scope of Work and how it is expected to be executed has been defined and elaborated in the RFP. Concessionaires shall adhere to RFP for accomplishing Scope of Work, methodology prescribed for carrying out the work, procurement and deployment of equipment and vehicles prescribed, quality and quantum of manpower to be deployed while executing the work assigned, establish monitoring system, fulfil reporting requirements to achieve desired outcome of the Project. The Concessionaire shall execute project based on the guidelines established in the RFP for effective implementation of the system in close coordination with MCV /Authority for monitoring, reporting and advising MCV and Concessionaire. Roles and responsibilities of all stakeholders have been defined in tender documents.

- 1. In pursuance of mutual agreement, the Project scope as following:
 - a. Door to Door Collection and Transportation of Municipal Solid Waste (reference PART A of Scope of Project as mentioned in RFP).
 - b. Mechanized Cleaning of toilet (As a component defined in PART B of RFP excluding the other component related to Mechanized Cleaning of Ghats)
 - c. Mechanized Road Sweeping (As defined in PART C of RFP).
- 2. RFP is integral part of the Concession Agreement and the Concessionaire shall adhere to the RFP for accomplishing 'Scope of Project and the methodology prescribed for carrying out the work; procurement and deployment of equipment and vehicles prescribed; quality and quantum of manpower to be deployed while executing the work assigned and to fulfil monitoring and reporting requirements. As per RFP an indicative outline of scope of work to be performed mandatorily by the Concessionaire is as follows:

Door to Door Collection and Transportation Service

The Work to be done shall consist of all requisite service necessary for the operation of door to door collection services for source segregated waste. The segregation should be in three categories i.e. Compostable or Green waste; Recyclables; and Domestic Hazardous Waste. It is expected that the proposed approach for the collection of recyclables includes the management of materials in a manner that minimizes the cost to the Authority by establishing an efficient collection that minimizes contamination, maximizes diversion rates / recycling rate as well as revenues to the stakeholders.



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A. Data Collection and Computerization of all waste generators:

Data Collection and Computerization of all waste generators for the door to door segregated waste collection services for creation of MIS data base to be used for monitoring Key Performance Indicators and Payments. The services of door to door segregated waste collection requires that each user/ establishment to whom this service is extended must be documented and sensitized for better and efficient mode of segregated MSW collection at source. This requires not only enlisting of all waste generators in service area but also an effective IEC for creation of demand of services as well as capacity building of waste generators related to his role and responsibility in proper waste collection mechanism of the city. A simple form for enlisting the waste generators for this service and intimation of user charge per month will be undertaken for enrollment of each household /establishment /waste generator in the city for this service. An amount of Rs. 20 per non-bulk waste generator will be paid for this survey and computerization work. An amount of Rs 1000 per bulk waste generator will be paid for doing 7 days of recording of quantity and characterization of bulk waste generator to arrive at average of type and quantification of MSW in premises of Bulk Waste Generators. This data will be used for feedback on quality of services through e. mail / sms or any other mode as decided by the Authority.

A supervisory team will be created for the overall monitoring of the survey and computerization work executed under the Project. The Team will comprise of 4 professionals. The Team will be having its office at Integrated Control and Command Centre. The Team will ensure quality of work through random checks. The infrastructure of IT and ITES at ICCC of Smart City will be used for this.

B. Capacity and Awareness Building

B.1. IEC ACTIVITIES:

Develop IEC material and undertaking awareness drives for the activities specified in Section 15(zg) of Solid Waste Management Rules 2016 and as per the indicative table below for bringing behavior change with various stakeholders in waste management like waste recyclers, waste pickers, waste generators, waste processors etc.

All IEC activities along with type and number of activities shall be planned mutually between MCV and the Concessionaire. All material and manpower required of Page 13 | 74



successful IEC shall be arranged and paid by the Concessionaire. The Concessionaire shall be allowed to sublet the IEC activities to specialized agencies/ NGOs. 1% of monthly bill be kept in the escrow account for IEC activities, which will be spent by the Concessionaire in consultation with the Authority. In case the Concessionaire hires agency other than itself then that agency must possess at least following credentials in activities.

- 1. Design and Implementation of household surveys, assessment and reporting.
- Community awareness building for behavior change and Information Education Communication (IEC) Programs related to solid waste management, sanitation, health and hygiene, economic and social well-being of rag pickers, sanitary workers, vulnerable groups etc. livelihood, composting etc.
- 3. Capacity building of local groups on livelihood, social safeguard, sanitation, health and environment impact due to improper disposal and handling of solid waste.
- The Concessionaire shall impart project specific training to such hired agency prior to undertaking this assignment.
- Whenever services of the hired agency staff are found/noticed unsatisfactory by MCV they shall be removed/terminated by the Concessionaire immediately as per direction of Competent Authority.

Indicative Awareness Activities

Sr. No.	Awareness Activities
1	Cleanliness Drives under Swachh Bharat Mission with or without public participation.
2	Printing of colored awareness material (A4 size) for Segregation of waste. Behavior Change regarding littering and dry waste storage.
3	Conduct demonstration drives regarding segregation & onsite wet waste processing using actual equipment's in the waste generator premises, schools, colleges and institutions premises as per generator category stated above



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4	Street shows for demonstrating the behavior change regarding segregation of waste, littering and onsite wet waste processing through short films, pamphlets distribution and wet waste equipment's.	
5	Consultation meetings with CSR companies, NGOs, RWAs, elected representatives, waste recyclers and entrepreneurs engaged in waste management and manufacturers to implement the activities planned for achieving the circular economy way of waste management.	
6	Awareness program for not disposing plastic and solid waste in water bodies.	
7	Awareness about ban enforced by Govt. of U.P. on usage of plastic carry bag, single used disposable items made up of plastic/ thermacol.	
8	Awareness among stakeholders about proper hygienic behaviour and sanitation to be observed while using public toilets.	
9	Community participation and developing habit of paying user charges	

B.2 Expected Outcomes:

The following are the main expected outcomes of awareness programs and capacity building:

- a Door to Door collection of waste in segregated form from source for onward processing.
- Increased knowledge of community at large about the importance of proper disposal of waste and its health, environmental and economic benefits.
 Production of compost from bio- degradable waste and utility items from plastic waste linked to market/other appropriate, increased livelihood opportunities for the informal waste sector.
- c. Community participation and building habit of paying user charges by enabling an environment among stakeholders to communicate the idea that sanitation is not an inherent right but a shared responsibility with a substantial role for the citizen.
- d Compliance of SWM Rules 2016 and other waste management rules {e.g. later (Prevention and control of Pollution) Act, Plastic waste Management Act, Bio-Medical Waste Management Act, Construction and Demolition Waste Management Act, etc. related to environment) by different stakeholders

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particularly the duties of different categories of waste generators and penalty provisions for violating the acts/regulations.

C. Primary and Secondary: Collection and Transportation

Daily Primary (door to door) collection and transportation of MSW from houses (including slums), hotels and restaurants, all commercial establishments, institutions, offices etc. using feasible methods in MCV "service area" as per SWM Rules 2016. Daily Secondary collection and transportation of Municipal Solid Waste which includes - road side bins and waste dumps/GVPs sites, street sweeping waste, accumulated by employees of MCV in Varanasi Municipal Corporation "service area" and unloading it at designated place at Waste Processing site (Karsara). It would be pertinent to mention that GVPs would imply Garbage Vulnerable Points which hitherto has been used for dumping waste. The onus to clear this one time lies with the Authority taking support of the concessionaire. Thereafter, once the sites are cleared no other GVP should be created as it is understood that the waste will now be collected through door to door collection system. However, if few of the GVPs still persist, the onus lies with the concessionaire to clear the same and bring it to the notice of MCV for enforcement.

Collection and transportation of waste generated during special events/festival seasons. Collection and transportation of Municipal waste from industrial establishments in service area.

Operating and maintaining a dedicated collection and transportation mechanism for waste generated from various bulk waste generators and special category of waste generators like restaurants, hotels, marriage gardens, vegetable and fruit markets, temples, garden waste, slaughter houses, meat and fish markets' waste etc.

It shall be the responsibility of Concessionaire to clean and sweep at least 5.0-meter area around the garbage containers/bins.

Operating and maintaining a collection mechanism for any other type of waste which is considered as MSW in Solid Waste (Management and Handling) Rules, 2016 and subsequent amendments thereof and CPHEEO manual guidelines shall be followed. The Concessionaire shall interalia deploy vehicles, own manpower (including driver), machinery and operate and manage the 'door to door' segregated collection, encourage

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3 R principal of waste minimization at source and transportation of Solid Waste (SW) to processing site and bear all cost of operation and management during the Contract Period by undertaking these key activities:

The collection, storage and transportation shall conform to the public notices issued by commissioner, MCV and Solid Waste (Management and Handling) Rules, 2016.

The Concessionaire should/must collect Wet waste on daily basis and should put in place effective suitable mechanism for regular door to door collection of dry MSW and the frequency for collection of door to door dry waste may vary according to type and waste generators quantity of dry waste generated (commercial and bulk waste generator-daily, Household- twice in a week or such other frequency including daily collection if Authority in its' opinion finds need for maintain proper hygiene and sanitation within the city area). Hereby meaning, the final decision about frequency of collection of waste will be as per first party.

The Concessionaire should promote MSW Segregation at household level through awareness campaigns and other suitable means.

The Concessionaire should collect waste from doorstep by following a fixed time schedule.

Use of appropriate door to door collection vehicles like pushcarts/ and auto tipper/Goods autos in the appropriate ratio depending on the condition, dimension of the street for making the collection and shifting operation easy and efficient.

Auto tipper/Goods autos should have an inbuilt mike system with permissible decibels to draw attention of the community to announce about the door to door collection. Pushcarts/ Cycle rickshaws shall have to carry whistles while performing waste collection.

Any non-co-operation of public in offering wastes/ littering garbage shall be brought to the notice of MCV/RWA's with sufficient evidence.

The wet waste shall need to be transferred from Auto tipper/Goods autos/Pushcarts to the designated decentralized composting units and the dry waste shall need to be transferred to the dry waste collection centers nearby. The Concessionaire shall transport unusable dry waste (including inerts) from established Dry waste collection Centre to the designated land fill sites.

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If there are no decentralized composting units, the wet waste shall need to be transferred from Auto tipper/Goods autos/ Pushcarts into Tipper /Compactors, so that waste can be transported more economically, efficiently over long distances to the processing facility on due weighment (Density/Volume basis).

Wet waste and dry waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point / transit Segregation Points/disposal site.

In no case should the waste touch the ground; it is the responsibility of the Concessionaire that he should ensure that no waste is accumulated in the secondary collection points at any point of time. The wet MSW so collected shall be transported immediately to designated locations.

The waste from the Bulk waste generators, shop keepers, vendor and street hawkers shall be compulsorily collected in segregated form without allowing them to throw the waste at untimely hours near the secondary storage points.

The personnel deployed for door to door collection of segregated waste shall need to be provided with appropriate protective gears like uniforms, gloves, masks etc.

D. Bulk and other MSW collection and transportation

- a. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should segregate their waste primarily into:
 - Wet Waste and
 - Dry waste
 - Domestic Hazardous Waste
- b. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transport to the designated location and dry waste shall be transport to dry waste collection centers.
- c. The Concessionaire should collect e-waste generated from the households and commercial establishments as and when received and transport the same to the designated location notified by MCV.

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E. Time Schedules for implementation of daily work schedule

The Concessionaire shall adhere to the time schedule set out as decided by the MCV for implementation of the various Package/Parts of the Project. The Concessionaires shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

F. Repairs and Maintenance

Concessionaire shall carry out regular repairing and maintenance of all equipment and vehicles being deployed at his own cost after handover of the vehicles by MCV.

G. Smart Solid Waste Collection & Management systems {INFORMATION & COMMUNICATION TECHNOLOGY (ICT):

- a. MCV will Deploy System in which all the collection and transportation vehicles are fitted with GPS / Vehicle Tracking Management System (VTMS) to detect, track and monitor the vehicles and hence efficiently plan the routing and resources for transportation system. The infrastructure will be provided by MCV for first time during supplies, later the cost of maintenance and operations cost for running the same will be borne by Concessionaire.
- b. In addition to VTS, the GIS system developed by Authority is to be integrated with Management Information System (MIS)/VTS for collecting information at micro level. The MIS system shall be as per the requirement of Authority and if any updates and revision is required during tenure of project the Concessionaire shall carry such revisions at no extra cost.
- c. The total GPS/GIS system /mobile based APP for SWM monitoring is required to be integrated with ICCC, Varanasi Smart City Project.
- d. The MCV shall install GPS/ Vehicle Tracking Management System (VTMS) on each vehicle used for collection & transportation of SW, with the necessary web-based software, accessible from web. Concessionaire shall arrange for personal computer/ laptops, network links with antivirus installed, printer, GPS / Sim Card / Dongle and shall connect the system with ICCC. Please note that for payment of collection and transportation fee, VTMS record is mandatory.
- e. ICT (Information and Communication Technology) based attendance system shall be undertaken by the Concessionaire for ensuring the timely presence and monitoring of

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work done by all its deployed manpower and such monitoring is to be based as real time reporting of time and duration spent by the employee for operation of the services. This would entail that each worker/employee deployed by the Operation for all Packages (Part A to Part D) must have a Phone with capability of smart applications to be able to communicate data and other features like photo/video in real time for reporting. Similarly, all vehicles and usage of mechanical equipment by the Concessionaire must have VTS and other suitably enabled ICT mechanism to make real time reporting about the movement and usage of such vehicles and equipment deployed by the Concessionaire.

- f. If in future Authority adopts sensors enabled smart bins with QR (Quick Response) code tags or screening system to monitor the collection efficiency, in such case the capital expenditure to implement such system shall be Authority's responsibility, Concessionaire shall operate and maintain the system as decided by the Authority.
- g. Concessionaire shall maintain database for manpower, vehicles, storage bins, lifting of waste, unnoticed waste, user charge collection, defaulter list, etc. as applicable. The Concessionaire shall design software compatible with mobile phone to track and monitor and report in real time on the various parameters.
- h. Every deployed vehicle and personnel related to the execution of the project must be tracked in real time with suitable deployment of software/hardware ICT infrastructure for all project execution related work and this requires not only VTS for vehicles and suitable biometric/other IT application but also requires that the Concessionaire ensures all its deployed manpower has proper android based mobile phone with video camera recoding features that may be used for integration of smart ICT solutions envisaged by MCV to be integrated easily and it shall be absolutely mandatory for the Concessionaire to ensure that any monitoring software solution related to the project whenever is implemented by the Authority, the Concessionaire will be fully complying to it for all features in terms of recording of performance of man and resources in real time.
 - i. MCV will Supply, install, configure, commission the GPS devices. Concessionaire shall be responsible for maintenance of GPS devices, RFID TAGs (Sticker Type), RFID TAG (Metal mount Type) / RFID Tag (Virtual Type), RFID readers, Biometric Fingerprint devices, Necessary hardware for Software Application hosting at MCV Data Centre along with Software Application System and keeping 5% of devices as spare.

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j. The scope also includes comprehensive warranty of all hardware supplied by the MCV as per duration & conditions defined by OEM/Manufacturers for first year. Thereafter it will be the responsibility of the Concessionaire to maintain the same.

H. Schedule for Service for coverage of Door to Door service

Phase 1 – Varunapar Zone – 2nd October 2020

Phase 2 – Bhelupur & Dashashwamedh Zones - 1st November 2020

Phase 3 – Kotwali & Adampur Zones – 1st December 2020

Note: Adherence to the above schedule is subject to the availability of vehicle/ equipment / infrastructure to be provided by first party.

I. Mechanized Cleaning of Toilets {Scope of Work}:

The commencement of Mechanized toilet cleaning work initially will begin with 52 toilets. This figure can be changed on the need basis within the purview of the tender.

- a. Job work: Fully mechanized touch-less cleaning, disinfection and choked pipe cleaning through automatic mechanical system using Mobile Vans with integrated Pressure equipment, water tanks and multiple accessories ensuring hygienically clean toilets at all times.
- b. Process: Mobile Vans to be deployed which would move in the city carrying listed machine / accessories and chemicals to clean Toilets (Each Toilet alternate day).

Estimated time of Mobile Van equipped with High Pressure Washer, Water Tank, Driver and cleaner reaching from one toilet to another will take approx. 15 minutes and time taken to prepare, clean and wind up would be 40 mins per Toilet.

Cleaning to be done between 9:00 am - 10:00 p.m. (13 hours) covering 75 Toilets and remaining 75 Toilets next day. This cycle to repeat ensuring each Toilet is cleaned at least once in every 2 days' time.

Concessionaire has to keep the provision for using the STP treated water for such activities.

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Places where the Van cannot reach Machine and accessories to be taken to the toilet and Toilet water to be used to feed High Pressure washer. Mobile Toilets cleaning Vehicles to be deployed to cover 75 Toilets per day in 13 working hours considering all factors into account. Each Van to have Driver and Cleaner of its own to do the entire mechanized cleaning activity.

c. Scope of Services

Intensive / Basic Mechanized Cleaning: Corner-to-corner Mechanized deep cleaning of outside and inside areas of Public / Community Toilets . Cleaning to be done through Mobile Vans moving round the city and cleaning toilets block once every alternate day.

Fully mechanized cleaning, disinfection and choked pipe cleaning through automatic mechanical system using Mobile Vans with integrated Pressure equipment, water tank, chemical and multiple accessories ensuring hygienically clean toilets at all times. Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user.

- a. Intensive / Basic Mechanized Cleaning.
- b. High Pressure washing and removal of dirt on different surfaces using least water and fast cleaning per Toilet without using electricity.
- c. Removal of unwanted cement deposit, leaflet, paint marks, stubborn dirt accumulation. Paan peek marks and deposits through powerful Rotary Jet movement.
- d. Cleaning of difficult to reach area with ease where human hand cannot reach.
- e. Eco friendly Chemical usage through foaming action, disinfection, cleaning delivering good odour and reducing cross contamination.
- f. Splash-less cleaning by use of surface cleaner.
- g. Un-choking of choked pipes and drains through Pipe Cleaning Hose with nozzles fitted to the High-Pressure washer.
- h. All records and reports to be maintained as per RFP

Details about the schedule/ equipment specifications/ checklist for Toilet Cleaning is attached as Appendix-6 of RFP

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Mechanized Cleaning of Roads {Scope of Work}:

Mechanized Sweeping of Roads / Streets, mechanized, manual cleaning of pavement / footpath / paved path. Litter collection, removal of dead animals, Removal of garbage, litter, silt and blockages from street sides, Cleaning and removal of plant, wild grass, tree trimming & Leaves. High Pressure washing of pavements, footpath, dividers, medians, roundabouts, bus stand on Selected Roads' stretch.

The Concessionaire shall ensure to conduct mechanized sweeping and cleaning of the selected Roads footpaths, road berms, central verge, curb channels which means complete solution for RoW (right of way), the objective is to keep the areas litter and dust free for 24x7. The type of work to be conducted is as under:

Mechanical Sweeping of roads shall be done as per frequency Defined as:- Minimum 69 Kms of carriage way to be mechanically swept (as per the RFP) in two days . The total carriage way thus covered in a month would be capped at ~ 897 Kms (69 Kms *13 Days as laid out in the RFP). All Roads as per Road details provided to be mechanically swept. (Only sides of the roads are to be mechanically swept i.e. (Left & Right side of carriage ways & Centre verge). There will be defined routes for the daily mechanical sweeping. However, in case other route has to be serviced on emergency basis, MCV will provide the details of the same, and only mechanical sweeper will service the road. No litter pickers, manpower will be deployed for the rest of cleaning. The additional / alternate route will be considered as the part of daily running targets.

- i. Mechanical sweeping machine to be equipped with GPS devices and both front and rear camera.
- ii. All machines / equipment / tools to be deployed should be purchased /hired and registered within 2019 or later
- iii. It is the responsibility of the Concessionaire to maintain a computerized central monitoring control room for the vehicles and provide monthly reports
- iv. The generated report should also include real time pictures (min no. 1 per Kms per Pass) of the work undertaken through mechanical sweeping (Vehicle mounted cameras (front and reverse both) can be used for this as well).
- v. The Concessionaire has to share a detailed operations plan for each mon (Schedule

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plan has to be shared by the Concessionaire at the beginning of each month), for all the areas.

- vi. Swept roads shall be kept litter and dust free during the next day operation hours, from entire wall-to-wall basis. Sweeping of Roads would include Bitumen, Pakka, Footpath, Ramps including sides - Corner to corner.
- vii. The Concessionaire need to ensure that wherever the mechanized sweeping of road in not possible, that particular stretch of the road area has to be manually swept to ensure cleanliness.
- viii. Fuel operated Air blower to be used ahead of sweeping machines to bring the litter / leaves and dust from the pavements / cycle tracks / all difficult to reach areas on the path of the machine for easy collection by the sweeping machines.
- ix. High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand once a week or as per need arise.
- x. Wild grass and vegetation on the side berms, footpaths, medians of all roads shall be removed by the concessionaire

The Concessionaire shall ensure that the employees are in proper dress, and also ensure placement of safety devices and signage's at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety. Caps / Helmets, Nose Mask, Raincoats, Gloves, Radium Jackets, Safety Boots. Ignoring the safety.

Details about the schedule/ equipment specifications/ checklist for Mechanized Road Cleaning is attached as Appendix-1

- The Concessionaire shall at all times indemnify the Authority against all claims, damages or compensation under the provisions of:
 - 1 Payment of Wages Act, 1936
 - 2 Employers Liability Act, 1938
 - 3 Industrial Dispute Act, 1947
 - 4 Indian Factories Act, 1948
 - 5 Maternity Benefit Act, 1961
 - 6 Motor Vehicle Act, 1988.
 - 7 MCV minimum wages rules/ orders (if any)

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- 8 Any other law / Rules as per the environmental norms/ Act applicable related to scope of work to be performed by the Concessionaire Or any modifications thereof and the rules made thereunder from time to time or as a consequence or any accident or injury to any workman and any person (outside the company) whether in the employment of the Concessionaire or not, save and expect where such accident or injury and against all sum or sums which may with the consent of the Concessionaire be paid to compromise or compound any such claims without limiting its obligations and liabilities as above provided. The Concessionaire shall insure against all claim's damages or compensation payable under the various Acts mentioned above or any modifications thereof or any other law relating thereto.
- Notwithstanding anything contained in this agreement, the scope would not include:
 - 1. Manual Sweeping of main and internal roads, open parks, markets, etc.
 - 2. Collection and transportation of bio-medical waste and industrial hazardous waste.
 - 3. Removal & disposal of dead animals.

I.1 Pre-transportation

- All equipment's and vehicles required for Primary and Secondary: Collection and Transportation system is to be arranged by MCV.
- MCV will provide all vehicles as planned by the concessionaire in the execution plan. All required manpower will be deployed by the concessionaire under this contract.
- Concessionaire must provide the mechanized sweeping machine and required mechanized toilet cleaning machines.
- It shall be responsibility of Concessionaire to operate and maintain all the equipment's supplied by MCV, vehicles for primary collection, secondary collection as per their operation plan also conforming with the minimum asset requirement details along with manpower required for primary collection, secondary collection and transportation of solid waste of MCV.
- It shall be the responsibility of Concessionaire to keep the dhalao / Secondary transfer point and other waste storage points in a clean and hygiene state adopting best practices, at all time

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I.2 Repairs and Maintenance

- 1. Concessionaire shall carry out regular repairing and maintenance of all equipment's and vehicles at his own cost.
- A Workshop/ Service Station facility (site) shall be provided by the MCV which
 has to be equipped and maintained by the Concessionaire to ensure timely
 maintenance of its vehicle and equipment.

SER CHARGE COLLECTION:

The Concessionaire shall during the Operations Period, collect User Charges, on behalf of the MCV as determined by MCV from time to time. For efficient and transparent collection mechanism the Concessionaire shall use ICT based application for generating the bill and collection of the amount from the user in such a manner that real time details or available with the MCV. The data and record related to this shall be maintained properly and must include following:

- Maintain and update the existing customer database of households available with MCV.
- (ii) Issue bills in accordance with the notification issued by the MCV;
- (iii) Collect the User Charges and deposit the same in the Escrow Account specified by MCV on a daily basis. All the cheque /demand drafts collected shall be in favour of the Escrow Account.
- (iv) Make a list of Persons, who have not paid the User Charges and submit the same to the MCV for necessary action at least on a monthly basis.
- (v) Prepare and maintain appropriate record of User Charges collected, deposited, unpaid and submit the same to MCV in the manner and the periodicity laid down by the MCV from time to time.

If in opinion of MCV it is found that quality and efficiency of user charges collection requires any modification or change in the existing mechanism, than MCV will have right to make the change and will have right to either appoint a third party or undertake the user charges collection on its own for any part or complete area/category of users. For undertaking such change one-month prior notice will be given to the Concessionaire.

It is proposed that a third party will be appointed and they will manage the IEC activities and user fee collection. Concessionaire shall spent 1% of the monthly bill amount

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towards IEC activities and the third party engaged will perform the IEC activities and also collect the monthly user fee from the city and deposit it under ESCROW account as designated by MCV and Concessionaire. The agreement entailing the details of process of hiring the third party for carrying our aforementioned activities will become an intigral part of this Agreement.

REDRESSAL OF PUBLIC GRIEVANCES:

- The Concessionaire shall develop and implement a Complaint Redressal system. Complaints relating to Collection and Transportation services of SWM, user charges (if applicable) shall be received at such office i.e. Consumer Grievances Redressal Cell on 24x7 basis and communicated immediately to the concerned staff of the Concessionaire/Agency for appropriated redressal. The Cell should have adequate IT enabled infrastructure to receive call by citizens as well online registration of grievances. ICCC should be used for this purpose.
- 2. Complaints shall be registered, numbered and immediately passed on to the concerned staff of the Concessionaire for redressal through tailor made software compatible with prevailing software of mobile and computer to be installed by the Concessionaire.
- For Redressal of Public Grievances related to SWM services, operator shall promote SBM official app "Swachhata – MoHUA" of Ministry of Housing and Urban Affairs (MoHUA), GOI.

SUPPORTING SERVICES:

- In order to provide hygienic service periodic bin washing and its maintenance service shall be planned and implemented by the service provider for all the bins in the project area.
- 2) An appropriate bin washing arrangement shall be provided for.
- All community bins (if any) on road provided shall be washed and disinfected at least once in 15 days.
- 4) The ground at the place where vehicles stop for loading shall be clean swept, if there are any dropping of the refuse from the container while loading and it should be disinfected by an approved disinfectant liquid spray.

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- 5) Disinfectant for spraying around refuse bins on roads and at the spots of collection of the bins should be Eco-friendly, nontoxic, non-acidic. Oil based deodorant and disinfectant shall be used for cleaning purpose.
- 6) All manpower required to fulfil the operator scope shall be provided by the operator.
- Establishment of local office/offices for monitoring of the project shall be Successful Concessionaire's responsibility at its own cost.
- S) There will be no lease of land for the purpose of this project. MCV will provide right to use the land on license basis to Operator for this project only if required. However, ownership of the land provided will remain with MCV at all times.
- 9) The Concessionaire has to carry out their duty 365 days throughout the year. The usual working hours shall start from 6 a.m. on all the seven days of the week.
- Obtaining of all necessary statutory consent and clearances required for implementation of the Project and maintaining thereon as per Applicable Laws;
- 11) Environment monitoring plans in line with the statutory norms Air quality, water quality. As per requirement of UPPCB/CPCB.
- 12) Development/Implementation of Emergency Response Protocol for the operation of the Project. Removal of waste from the Project Area prior and/or after, in an emergency situation of the MCV such as any public meeting, Government functions and any other occasion/ festivals etc., or during the night hours on instructions from MCV within 2 (two) hours on receipt of instructions.
- 13) The Concessionaire shall carry out detailed survey (Micro Level Plan) of the project area street by street in the formats and prepare micro level plan after the survey of the entire project area within 30 days of the date of issue of letter of intent. The Concessionaire shall start work as per work order within twenty-one days (21) of the signing of the contract agreement

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- 14) The project area of operation defined for the purpose of the Project is limited to the jurisdiction of the MCV at any given point of time during the period of contract.
- 15) The Concessionaire has to work out their own manpower requirement based on the scope and city requirement and it shall be included in the Technical Offer.
- 16) The equipment/vehicles shall be marked with ULB, Swachh Bharat Mission logo, 150th Anniversary of Mahatma Gandhi Logo, Varanasi Smart City Logo of at least 12 inches by 12 inches' size with prior approval from competent authority.
- 17) All vehicles Pollution under Control Certificate (PUCC) shall be properly displayed and all other document shall be properly maintained by the operator during the contract period. Although the vehicles required for the project shall be provided by the Authority, however it is made clear that the maintenance of the vehicles shall be entirely Concessionaire' responsibility and any liability incurred due to untoward event/accident caused during operation of the vehicle during project period shall be entirely and solely the responsibility of the Concessionaire and the Authority shall be free to recover such liabilities from dues to be paid to the Concessionaire.
- 18) Each vehicle shall carry first aid kit & fire extinguisher.
- 19) Name of the facility operator or the transporter, as the case may be, shall be displayed.
- 20) Emergency phone numbers shall be displayed properly.
- 21) Exposure of community to the odor, spillages & emissions from wastes shall be avoided during transportation.
- 22) The quantification of waste shall be done on daily basis and the report of the same shall be shared with the Authority. The daily, weekly, monthly, quarterly, six monthly and annual data shall be maintained by the Concessionaire vehicle wise.
- 23) The Concessionaire shall submit the annual report to the Authority as per the Form- III of SWM rules 2016.

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- 24) The Concessionaire shall provide all the inputs to the Authority as required for filling the form-V as per SWM rules 2016.
- 25) The Concessionaire shall provide training to the worker before commencement of work and it should be part of continued and sustained in systematic manner over contract period to attain the objective of SWM Rules 2016
- 26) Provision for the identification of Zero Waste Area: Whenever MCV identifies any area as Zero waste area by setting up local processing plant/s, the concessionaire will have the responsibility to transport the waste, after primary Door to Door Collection, to the designated local processing site and limit the secondary Door to Door Collection& transportation to Door to Door Collection& transportation of residual waste only from that local processing site to the disposal site. This may lead to reduce in requirement of primary or/and secondary Door to Door Collection& transportation vehicles (and other infrastructure) as may assessed to be servicing the said area on account of such change.

Obligations of MCV

- 1. MCV shall provide support to the Concessionaire in obtaining timely approvals, permissions from the prescribed authority on specific request of the concessionaire.
- The staff of Public Health Department or the consultants (if, any) of MCV shall supervise the Concessionaire defects found/identified in operation. The Concessionaire shall have to correct a defect and improve service level within the time specified in the notices.
- 3. To provide the approved user charges list to the Concessionaire and release a public appeal against the same. Also release a direction to all who are covered under user charges that the said charges are mandatory to be collected by the Concessionaire and deposited in the MCV escrow account as per the terms of RFP for the services availed failing which authority has the right to penalize the defaulters.
- MCV shall handover the waste collection/ storage assets, Dhalow/ parking stations/ service stations etc. to the Concessionaire after joint inspection and documentation.
- 5. MCV shall also provide a space to the Concessionaire within the authority where they

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will setup central control monitoring room.

- 6. The available infrastructure and the parking, services workshop area shall be provided as-is-where-is basis for the purpose of the Project free of any charges. It is hereby clarified that the all cost and expenses of constructing the workshop in the dedicated area shall be the sole responsibility of the Concessionaire.
- 7. MCV will also ensure to provide all possible and justified cooperation to the Concessionaire as requested by the Concessionaire time to time, for ensuring effective operation of the services.
- The MCV will also ensure that no public nuisance, strike or protest should crop up 8. because of the services rendered under the contract obligations.
- 9. MCV shall be releasing advance after mobilization of the team. The advance shall be as per the terms of RFP.
- 10. In the initial stage it is difficult to streamline the operations at one go. Thus, for any experiment permissible, the city situation is well understood and MCV is confident with the action plan. Thus, the operator can plan such operations as and when deemed fit in consultation with authority.
- 11. In case of emergency situations, the company can take help of MCV to deploy additional assets of the MCV to streamline the situation for temporary period on mutually agreed terms & conditions as decided by the Municipal commissioner in such circumstances.

Grant of Concession: Subject to and in accordance with the terms and covenants set forth in this Agreement, the Concessioning Authority hereby grants and authorizes the Concessionaire to carryout Scope of Project as defined and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, (the "Concession").

Concession Period: The Concession hereby granted is for a period of 7 (Seven Years) initially, which may be extended up to one-year further subject to satisfactory performance from the date of signing this agreement. (Hereafter referred as "Concession Period"). Provided in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

Acceptance of Concession: In consideration of MCV agreeing to permit the Concessionaire to receive tipping fee, and any other rights, privileges and benefits conferred upon by the

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Concessioning Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

Extension of Concession Period: The MCV shall have the right to extend the Concession Period Suo moto for a further period of not exceeding more than one year and the Concessionaire shall be obliged to continue to perform their duties and discharge their obligations as per this Agreement to the entire extended period of concession.

3.1 Conditions Precedent

All rights and obligations of the Parties to this Agreement shall be conditional upon the fulfilment of the condition's precedent set out below.

1. The Contracting Authority shall within 90 days from the Effective Date satisfy the following conditions precedent:

- a. Allow Door to Door Collection of Municipal Solid Waste, from all and every category of generator including but not limited to household, commercial establishments, roadside, open area and dumpsites.
- b. Provide necessary support and infrastructure as per RFP conditions, access and rights-ofuse of the Primary, Secondary Door to Door Collection Points, Landfill Sites, Processing Plants, or any other such locations as identified mutually by both parties time to time for better implementation of the Project.
- c. Provide list of Landfill Sites, Processing Plants, and Waste to Energy Plants or other such sites where waste is to be transported.
- d. Ensure that all the existing contracts entered by the Contracting Authority in relation to the Door to Door Collection, storage, transportation, or disposal of Waste in the Service Zone are terminated or transferred or modified in such a manner that it does not cause any hinderance or conflict with the working of the Concessionaire
- e. Proper calibration of the weighbridge at the Site(s) and ensure that such weighbridge is operational.
- 2. The Concessionaire shall as per the RFP document from the Effective Date satisfy the following conditions precedent:
 - a) The Concessionaire shall have executed a Performance Security (Security Deposit) in the

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form of irrevocable Bank Guarantee or in the form of Fixed deposit from a Nationalized Bank as per defined in the RFP document. Concessionaire has submitted BG for Rs. 2,88,72,985/- (Rupees Two Crore eighty eight lakh seventy two thousand nine hundred and eighty five only) vide ref document no. IGT202009242478 dated 25th September 2020, expiring on 24th September 2021, issued by Bank of Baroda, Vashi Branch, New Mumbai.

- b) Deliver to the Contracting Authority by the Concessionaire's legal adviser of a legal opinion, confirming, inter alia, that the Concessionaire is duly incorporated and existing under the Laws of India and that the Concessionaire is duly authorized to execute this Agreement.
- Provide a copy of its constituent documents and evidence of its shareholding structure duly notarized.
- d) Ensure that all the Approvals to be procured by the Concessionaire in accordance with RFP requirements have been procured and that all conditions required for such Approvals to be applicable are fulfilled.
- e) Commit to operate the project through the Concession Period with a documented environmental, health and safety, and social management systems in compliance to the requirements of policy and regulatory framework.
- 3. The Concessionaire shall commence as per time schedule provided in the table in this document:
 - a) Make necessary procurements
 - b) Employ manpower required
 - c) Takeover project sites and facilities from MCV

3.2 Satisfaction of Conditions Precedent, Commercial Operation Date and Concession Right

- the Concessionaire and the Contracting Authority shall use their best efforts and endeavors to procure the satisfaction of the conditions precedent specified in the RFP check as soon as practicable and in any event no later than 90 days of the Effective Date.
- 2. If the conditions precedent specified in the RFP and this document, are not fulfilled or waived by mutual agreement of the Parties within 90 (ninety) days or any other extended time as mutually agreed between both the parties, after the Effective Date, each Party shall have the right to terminate this Agreement immediately and neither Party hereto shall be liable to the other for any damages or losses in respect thereof, except that if a Party has purposefully failed to fulfil any of these conditions, such Party shall thus be liable to the other Party for any damages or losses

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incurred by it in respect thereof.

Within seven (7) Business Days of the satisfaction of all the conditions precedent specified in the RFP and this Concessionaire Agreement and the Contracting Authority shall issue the Commencement Certificate to the Concessionaire. The date of issue of the Commencement Certificate shall be the "Commercial Operation Date".

3.3 Termination Prior to Commercial Operation Date

In the event that the Commercial Operation Date cannot be achieved due to the Concessionaire's lack of efforts, negligence or default, the Contracting Authority shall be entitled to forfeit the Performance Security and the provisions of this document and the RFP regarding compensation upon termination shall not be applicable.

FINANCING	
FINANCING	ARTICLE 4
	Introduct 4

4.1 Financing

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- a) MCV will be responsible for financing/ procurement of all the assets as specified by the concessionaire to carry out the door to door collection and transportation of MSW waste as per obligations of MCV outlined in RFP.
- b) The Concessionaire shall also be responsible for financing the Project or for procuring any financing which might be necessary in connection with the performance of his obligations under this Agreement and scope of work as per RFP.
- c) MCV shall not be liable or responsible for arranging any finances or for repayment of loans or advances taken by the concessionaire.
- d) The Concessionaire shall not assign in favour of any person, this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of MCV.
- e) No fixed or movable assets owned by MCV or any Government agency shall be allowed to be mortgaged or kept on lien by the Concessionaire.
- f) The Concessionaire shall neither create nor permit to subsist any encumbrance over the project facilities, except with prior consent in writing of MCV.
- g) MCV may on written request allow hypothecation of movable assets procured by the Concessionaire as security for loan taken for such movable assets from the Banks/financial institutions. Lender shall have first right on the assets financed, provided in case of termination of the Concessionaire, lender Bank/financial institutions on written intimation from MCV may allow substitution of Concessionaire by another entity having relevant expertise.

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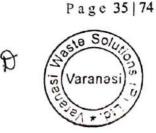
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SECONDARY COLLECTION POINTS AND WORKSHOPS

5.1 Secondary Door to Door Collection Points and Workshops

- a) MCV shall handover Secondary Door to Door Collection Points, Workshop Sites and Parking lots in respective Concession area on as-is-where-is basis, free of charge for the use by Concessionaire for the purpose of the Project during the Concession period.
- b) Secondary Door to Door Collection Points include:
 - i. Dhalao
 - ii. Door to Door Collection Points
 - iii. Street Corner Bins
 - iv. Workshop/ Parking space as identified and required for the project
- c) Upon the Secondary Door to Door Collection Points being handed over pursuant to the preceding Article 5.1(a), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, renovate, modify, and use the same and to make at its own cost, charges and expenses such investigation, development and improvements in the Secondary Door to Door Collection Points and Workshops as are prescribed in the RFP to implement the Project in accordance with the provisions of this Agreement.
- d) Upon the Workshops and parking lots being handed over pursuant to the preceding Article 5.1(b), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, renovate, modify, and use the same and to make at its own cost, charges and expenses such investigation, development and improvements in the Workshops and parking lots as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.
- e) At the time of delivery, the Parties shall sign minutes to account for the handover of the Secondary Door to Door Collection Points, Workshop Sites and Parking lots from the Contracting Authority to the Concessionaire (hereinafter the "Handover Minutes").
- f) Without limitation to any other provision of this Agreement, the Concessionaire shall be deemed to have, and represents and warrants that:
 - (i) it has inspected and examined to its satisfaction existing Project Facilities
 - (ii) it has satisfied itself as to the general condition of the existing Project facilities and
 - (iii) it has generally obtained for itself all necessary information as to: the risks, contingencies and all other circumstances which is necessary or which may influence or affect its ability to perform its obligations under this Agreement and any other factors which would have affected

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with or affecting the Sites or within the vicinity of the Sites by or caused by any Protestor or Trespasser, nor for any act, omission or default of any such person. The presence on or around or entry onto or around the Sites or any other interference with or affecting the Sites or within the vicinity of the Sites by or caused by any Protestor or Trespasser and any lawful or unlawful activities of any such person shall not be a breach of any obligation or warranty of the Contracting Authority under this Agreement.

5.2 Maintenance of the Sites, Facility(ies) and Waste Door to Door Collection Assets

- a) The Concessionaire shall maintain, in accordance with the Law, Door to Door Collection, and Transportation of all Waste Assets including Equipment, Vehicles, Secondary Door to Door Collection Points, Dhalows/Dhalao / Secondary transfer points, Street Corner Bins, Open Sites, and Roads by whatever name called as per Standard Operating Procedures/Operation Performance Standards, and subject to normal wear and tear in good working order and general condition.
- b) All costs and expenses related to the maintenance, repair, refurbishing or replacement of the Project facilities, Waste Door to Door Collection Assets, Waste Storage Assets and Waste Transportation Assets shall be the exclusive responsibility of the Concessionaire. However, if Dhalow is shifted as per MCV directions after due approval, cost of shifting/ relocation and modification shall be borne by MCV based on the estimate prepared as per CPWD manual.
- c) Concessionaire shall ensure that any vehicle which is more than 3 year old as on the date of commencement of the Concession Agreement is not deployed for the project. Concessionaire shall also ensure that at no point of time any vehicle which is more than 10 year old is deployed in case of diesel vehicles (as per RTO/NGT guidelines).
- d) All project assets which are provided by MCV must be in the name of MCV, except the ones which are procured by the concessionaire. Physical audit shall be conducted by MCV every three months to ensure compliance.

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5.3 Rights, Title and Use of the Secondary Door to Door Collection Points and Workshops

- The Concessionaire shall have the right to the use of Secondary Door to Door Collection Points a) and Workshops in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties.
- b) All the Project Facility (ies) developed thereon belongs to MCV and shall continue to be the property of MCV.
- c) The Concessionaire shall not part with or create any encumbrance on the whole or any part of the Secondary Door to Door Collection Points and Workshops, save and except as set forth and permitted under this Agreement and RFP
- d) The Concessionaire shall not without the prior written approval of MCV use the Project Facility (ies) for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- e) The Concessionaire shall allow access to and use of the Secondary Door to Door Collection Points and Workshops for laying/ installing/ maintaining public utility items such as electric lines or for such other public purposes as MCV may specify. Provided that such access or use shall not result in a Material Adverse Effect and that MCV shall, in the event of any physical damage to the Project Facility(ies)/ on account thereof, ensure that the Project Facility(ies) is/ are promptly restored. Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.
- Concessionaire shall not be allowed to use any facility for advertising. Advertising if any will be f undertaken by MCV as and when required for the betterment of the project.

5.4 Expiry of the Concession Period

- Upon expiry of the Concession Period or in case of early termination of the Agreement, all 1. Concessionaires' rights and title to the Secondary Door to Door Collection Points and Workshop Sites shall stand transferred to the Contracting Authority. No assets fixed to the Secondary Door to Door Collection Points shall be allowed to be removed or taken away
- 2. Only movable assets procured by the Concessionaire at its own cost shall be allowed to be taken away by the Concessionaire. Rest of the assets shall be returned back/ handed over to MCV.

5.5 Peaceful Possession

- 1. MCV, as Concessioning Authority, hereby warrants that:
- a. The Secondary Door to Door Collection Points, Workshops and parking lots together with the

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necessary right of way/ way-leaves:

- i. has been acquired through the due process of law.
- ii. Belongs to and is vested in MCV and that MCV has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of these sites have no liability regarding any rent, lease or compensation payment on account of rehabilitation/ resettlement or land acquisition of any Persons affected thereby.
- iii. MCV indemnify the Concessionaire on account of any claim against the concessionaire by third party claiming right or title to the Secondary Door to Door Collection Points, Workshops and parkinglots.
- b. The Concessionaire shall, subject to complying with the terms and conditions of this agreement, remain in peaceful possession and enjoyment of the Project Facilities during the concession period. In the event the Concessionaire is obstructed by any person claiming any right, title or interest in or over the Project Facilities or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any person claiming to have any interest in/ charge on the project facilities or any part thereof, MCV shall if called upon by the Concessionaire, defend such claims and proceeding and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of claim or right, title, interest or charge.
- c. Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of their obligations hereunder, the Concessionaire shall not be deemed to be in breach of its obligations nor shall it incur/suffer any liability thereof Provided that, the permission to use the project facilities, shall be exercised without any environmental threat to persons living nearby and it shall be ensured that no damage or loss or annoyance is caused to any one by the mode of operation or use of the project facilities. The project facilities shall be returned to the MCV on commencement of concession period or on termination of contract by either party in good operable condition without any charge or encumbrance.

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6.1 Project Monitoring Committee

MCV & Concessionaire shall form a dedicated team of MCV officials comprising respective Project Engineers & Sanitary Inspectors and two persons from concessionaire who are competent to act as Project Monitoring & Review Committee.

6.2 Role of the Project Monitoring Committee

- 1. The Project Monitoring Committee is expected to play a positive and independent role in discharging its functions for facilitating the smooth implementation and operation of the Project Facilities.
- Monitor and where required by the Agreement, approved activities associated with the commissioning, operation and maintenance of the project facilities to ensure compliance by the Concessionaire with the commissioning and day to day implementation requirements.
- 3. Prepare report on various physical, technical and financial aspects of the project based on inspections.
- 4. Approve Micro Implementation and Operational Plan (MIOP) and issue Commencement Certificate.
- 5. Review matters relating to safety and environment management measures adopted by the Concessionaire for the project.
- 6. In situation where Concessionaire is unable to carry out the work due to unforeseen circumstances not in control of the Concessionaire and disabling the Concessionaire to operate the vehicles on a particular day, the Committee shall take appropriate action to compensate the Concessionaire.

SHAREHOLDING OF THE SPV COMPANY ARTICLE 7

7.1 Shareholding

- The lead member who shall have an equity share holding of at least 51% (Fifty one per cent) of the paid up and subscribed equity of the SPV and Non Lead Member shall have maximum equity shareholding of 26% throughout the concession period.
- 2. Change in the Shareholding of Member of the SPV Company if any will be communicated to the authority, however, the lead members shall not hold less than 51% (Fifty one per cent) of the paid up and subscribed equity in the SPV Company at any given point.

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	ARTICLE 8
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8.1 Sub-Contracting

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Any sub-contracting activities if required, shall be permitted with the written permission from the authority depending upon the requirement and successful implementation of the project. In any case, Concessionaire is permitted to subcontract infrastructure maintenance works (including vehicles) through authorized/ experienced service providers/ dealers.

8.2 Performance Security

- a) The Concessionaire submitted performance security for Rs. 2,88,72.985/- (Rupees Two Crore eighty eight lakh seventy two thousand nine hundred and eighty five only) vide ref document no. IGT202009242478 dated 25th September 2020, expiring on 24th September 2021, issued by Bank of Baroda, Vashi Branch, New Mumbai. BG shall be renewed by concessionaire upon date of maturity for rest of the contract period. In any case, performance security will have to be valid till expiry of contract period
- b) Earnest money deposit paid by the concessionaire during tender participation will be returned back to the concessionaire within 2 months upon execution of this agreement and submission of the performance security as above.
- c) The Performance Security shall be kept valid for throughout the Concession Period from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to MCV right to receive amounts, if any, due from the Concessionaire under this Agreement be duly discharged and released to the Concessionaire.
- d) Performance security and other securities submitted/collected from concessionaire shall be released upon expiry of the contract period and after handing over of immovable assets.

8.3 Financial Closure

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

8.4 Drawings

i The Concessionaire shall, subject to the Construction Requirements, follow drawings provided by MCV and the same shall be subject to review by MCV.

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- ii Notwithstanding any review or failure to review by or the comments/ observations of the Authority/MCV, the Concessionaire shall be solely responsible for the adequacy of the Drawings and their conformity with the Construction Requirements/standard code of practice/technical guidelines as may be applicable, and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.
- iii. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements and shall not be entitled to seek any relief in that regard from MCV.

8.5 Project Implementation

- The Concessionaire shall within 30(Thirty) days from the signing of the agreement, submit to the MCV, the MIOP for mobilization of resources. The MCV shall approve the MIOP prior to issue of AMIOP Certificate by the Project Monitoring or may ask for improvements if it feels that the level of details required are insufficient or not in conformity with the standards specified or norms. The Concessionaire shall submit such documents and reports from time to time as are reasonably required by MCV.
- 2. The Concessionaire may undertake Construction Works by itself or through a Concessionaire possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements as per approved Working Drawings and laid down standard technical specifications.
- 3. The Construction Works shall be deemed to be complete and ready for commercial operations only when Commencement Certificate is issued by the MCV in accordance with the provisions hereof.
- 4. After commencement of Mobilization Period, MCV /The Authority will review the resources within 7 days period and on end of the 7 days period, MCV will issue the Commencement Certificate. With the issue of Commencement Certificate, COD period will start.

8.6 Resource Procurement, Operation and Maintenance

- a) The Concessionaire shall provide such number of vehicles and manpower, as specified by in the RFP, adhering to various stipulations, regulations, standards, specifications, and laws specified herein and/or otherwise in place and amended thereto from time to time to ensure effective and efficient Door to Door Collection, segregation, storage, transportation and disposal of MSW in accordance with the provisions of this Agreement.
- b) The Concessionaire shall operate and maintain the project facilities as per approved technical Proposals made available to MCV at the start of the COD as part of MIOP & R&M Plan.

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8.7 Insurance

a) Construction Period:

The Concessionaire shall at its cost and expense, purchase and maintain by re-instatement or otherwise, for the Operations Period, insurance against;

- i. loss, damage or destruction of the Project Facility(ies), at replacement value.
- ii. the Concessionaire's general liability arising out of the Concession.
- iii. liability to third parties.
- iv. any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.
- b) Evidence of Insurance:

The Concessionaire shall maintain records of premium paid towards the insurance of vehicles & operational assets if any and proof of payments made shall be submitted to MCV /PMC whenever requested for.

c) Validity of Insurance:

The Concessionaire shall, from time to time, promptly pay insurance premium, keep the insurance policies in force and valid throughout the Concession Period.

If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, MCV may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by MCV thereof shall be deducted from the Tipping fees of the Concessionaire by MCV.

Application of Insurance Proceeds:

Proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

8.8 Project Assets

- a) Concessionaire shall at its own cost procure the Project Assets (Movable and fixed) in accordance with the specifications stipulated in RFP.
- b) MCV shall at its own cost procure the operational assets as specified by the concessionaire. The Concessionaire shall operate and maintain all the Project Assets in accordance with the Technical Proposals given by him as part of IIOP, MIOP, and R&M Plan following Good Industry Practice

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throughout the Concession Period.

c) MCV/ PMC shall certify that all the Project Assets purchased by the Concessionaire are as per the specifications provided in this Agreement.

- d) In case the PMC certifies that any Project Assets procured are not as per the specifications provided in this Agreement the same shall be intimated to MCV within 3 days from the date of issue of Certificate.
- e) In case the Project Assets are not meeting the specifications as per this Agreement, MCV shall send a notice to the Concessionaire to replace those Project Assets. Same applies Vice-a Versa. In case the assets provided by MCV does not match he specifications asked by the concessionaire, MCV will ensure to make the assets available as per the required specifications only and will replace the assets to requirements.

8.9 Waste Door to Door Collection Quality

- a) In case the MSW collected by the Concessionaire contains Hazardous Waste and/or Biomedical Waste other than domestic hazardous waste as defined in SWM Rules 2016 or any other type of special category of waste that is not MSW, the Concessionaire shall inform MCV.
- b) The Concessionaire shall ensure that waste collected is not burnt, dumped in roads / areas outside the designated zone area or specified sites or transported to any other locations except designated sites

c) The Concessionaire shall ensure that waste is properly collected from Door to Door services as per scope of work defined in RFP.

8.10 Maintenance and Certification of Records

- A. Apart from records and reports being maintained/generated in Realtime as per usage of software/ ICT mechanism regarding deployment of manpower and vehicles and other such equipment that are used for performing day to day satisfactory services as per scope of work, the Concessionaire shall also maintain a day-to-day record with weekly, monthly, quarterly, six monthly and annual extracts that is required to be submitted by the Concessionaire. The Concessionaire shall have to devise his specialized format for daily record or logbook.
- B. The record keeping, information to be provided can be summarized as below: The vehicle information and the weight at the time of entry and exit shall be registered at processing site. The log for the same shall be maintained. The summary of the same shall be provided by the Concessionaire on demand by the Authority.

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C. Accident Reporting

> Date and time of accident..... Sequence of events leading to accident..... Name of non-hazardous solid waste involved in the accident..... Chemical datasheet assessing effect of accident on health and environment..... Emergency measure taken..... Step to prevent recurrence of such wastes..... The Concessionaire shall also maintain a record of inspections and visits of officials from UPPCB, CPCB, & local authorities.....

Apart from above, any other such record keeping that is demanded by MCV.

8.11 Management Information System

The Concessionaire shall establish a Management Information System (MIS) and install appropriate software to maintain records of the Project operations as enshrined in the RFP. MIS shall include details of all the information as specified in the Concession Agreement and RFP.

8.12 Indemnity by Concessionaire

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

8.13 General Obligations

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The Concessionaire shall at its own cost and expense:

- investigate, study, design, construct, operate and maintain the Project Facilities in accordance a) with the provisions there of.
- obtain all Applicable Permits as required by or under the Applicable Law and be in b) compliance thereof at all times during the Concession Period.
- comply with Applicable Law governing the operations of the Project Facilities, as the case c) may be, at all times during the Concession Period.
- d) ensure that Project Agreement contains provisions that would entitle MCV or a nominee of

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MCV to step into the same at MCV's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement

- e) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project.
- f) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labor laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies MCV against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall MCV be treated as employer in this regard;
- g) be responsible for all the health, security, environment and safety aspects of the Project Facilities, as the case may be, at all times during the Concession Period.
- ensure that the Secondary Door to Door Collection Points and Workshops remains free from all encroachments and take all steps necessary to remove encroachments, if any.
- i) upon receipt of a request there of, afford access to the Project Facilities to the authorized representatives of MCV for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facilities and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions.
- j) Pay all taxes, duties and outgoings, including utility charges relating to the Project Facilities, as applicable throughout the Concession Period except Property Tax on Secondary Door to Door Collection points, workshops and Parking sites which shall be borne by the MCV.
- k) Make its own arrangements for the engagement of the employees and labour engaged for execution of the Construction Work following applicable laws on minimum wages and other employee benefit schemes.
- Keep in the registered office of concessionaire, two complete sets of this Agreement, approvals given by the MCV/ Authority and any other communication given or issued under provisions hereof for inspection, verification and use by the MCV/ Authority or any authorized authority by the law the inspect the same or any of them
- m) Provide and maintain all necessary welfare facilities for its staff and labor. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters

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within the structures forming a part of the Secondary Door to Door Collection points, Workshops and Parking lots.

- Employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the Construction Works.
- o) Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighborhood.

8.14 No Breach of Obligations

- 1. The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:
 - a. Force Majeure Event, as per the RFP and this document.
 - b. MCV Event of Default.
- c. Compliance with the instructions of the Authority /MCV or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder.
 - d. Closure of the Project Facilities or part thereof with the approval of MCV.
- e. Closure of any of the packages with mutual consent from both parties in case of nonperformance issues or other issues.

8.15 Access and Assured Availability of the Project Facilities

The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to MCV / Person nominated by MCV.

8.16 Expenses towards Statutory Deposits and Charges

In case MCV pays service charges towards connection of utilities to the Project Facilities, other taxes such as water tax and sewerage charges for the Secondary Door to Door Collection Points and Workshops, the Concessionaire shall reimburse these charges to MCV.

MCUS ODI ICATION			
MCV'S OBLIGATION	ARTICLE 9		

9.1 Specific Obligations

a) MCV shall handover the possession of the Secondary Door to Door Collection Points and Workshops to the Concessionaire in accordance with the Agreement.

- b) Prior to handover of the Secondary Door to Door Collection Points and Workshops to the Concessionaire, MCV shall remove all encroachments from the Secondary Door to Door Collection Points and Workshops.
- c) MCV shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from MCV under this Agreement, in connection with implementation of the Project and the performance of its obligations.
- d) Provided where authorization for availability of utilities such as power, water, sewerage, and telecommunications or any other incidental services/ utilities is required, the same shall be provided by MCV, within 15 days from receipt of request from the Concessionaire to make available such authorization.
- e) Proper access roads towards Processing site
- f) Regular Maintenance of the Processing site
- g) Timely Provision for receiving waste at processing site along with 24 hours operations.
- h) Provision of Weigh Bridge with full power back.
- i) Complete support with regards to hurdles faced during collection of user fee.

9.2 General Obligations

- a) MCV shall upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent facilities/utilities.
- b) assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Facilities and implementing this Agreement in accordance with the provisions hereof.
- c) Observe and comply with all its obligations set forth in this Agreement.

9.3 Weighbridge

a) Installation

- i. The MCV shall at its own cost, install, operate and maintain a weighbridge at the processing site, which is capable of accurately measuring all types of SW to enable the Parties to determine all quantities and make all calculations, referred to in this Agreement.
- ii. MCV shall provide the weighment slips for all vehicle offloaded at the processing site.
- iii. MCV should give a monthly consolidated summary of the actual weighment and the same shall be attached with the monthly invoice raised by the concessionaire.

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b) Accuracy of Weighbridge

The MCV shall, at its cost, ensure that the weighbridge is maintained, operated and inspected in accordance with all Applicable Laws and that it accurately measures and records all types of Solid Waste collected by the Concessionaire.

MCV shall ensure a calibration test of the weighbridge at least once in three months.

9.4 Audit

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MCV may conduct or arrange an audit of the weighbridge data and records for the purpose of verifying weighbridge data provided by the Concessionaire.

9.5 Adjustment

If a calibration test conducted under Article 9.3 (b) or an audit conducted under Article 9.4 shows that the weighbridge has been inaccurately measuring any of the items referred to in Article 9.3 (a), the weighbridge errors shall be immediately rectified & no liability for the same shall come upon the concessionaire as the weigh bridge is managed by MCV authority.

9.6 Weight, Recording and Reporting of Waste

- a) Concessionaire shall be bound by the procedures and guidelines elaborated in RFP for handling various kinds of waste, weighing, reporting and data recording.
- b) Non-conforming waste including the C&D waste that is not part of the scope of work shall not be allowed to be dumped at the Dhalows/open Sites. If such non-conforming waste is found, Concessionaire shall bring the same to the attention of MCV authority for further action.

PENALTIES AND FINES	
PINES	ARTICLE 10

10.1 Performance Penalties

Concessionaire is bound to perform as per terms and conditions laid down in the Tender Documents including RFP, and the Concession Agreement. Non-performance or lack of performance shall be viewed seriously resulting into levy of monetary penalties and other such action including termination of agreement for continuous failure of services as it has been prescribed in RFP.

1. MCV may revise, vary, alter or modify penalty system, quantum or mechanism from time to time as it deems fit in the interest of the Project which is mutually agreed by Concessionaire and MCV in writing.

2. In case of situations not in control of the concessionaire such as closure of specified disposal sites or road blockade due to religious/political processions/festivals, the concessionaire shall make written report to the MCV along with appropriate proofs for full or partial waiver of the

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penalty levied due to such event/occasion. Municipal Commissioner Varanasi may consider to decide on the waiving of penalty in such circumstances, however decision of Municipal Commissioner will be binding for any such reference and acceptable to the Concessionaire.

3. The period of first 180 days / COD, whichever is earlier, from the signing of this Agreement shall be treated as period of acquaintance and no penalties will be imposed, however the failure of KPIS shall be duly document in these first six months to evaluate and rectify the deficiency and inadequacies of the service so that after 180 day of the signing of this agreement there is no further deficiency in delivery of services and after 180 days, the penalties shall be imposed by MCV on the concessionaire as mentioned in the RFP for the events failure required for performance measurement for operations.

The penalties of each categories are given below.

Penalties/ Payment linked with KPI's

Part-A Door to Door Collection & Transportation of Solid Waste

· For daily door to door collection and transportation of MSW till processing site from following performance indicators shall be used for imposing penalties as described under the Table.

S.No	Activity	Points Assigned to Activity	Points obtained	Remarks / Corrective Action
1	Attendance of Manpower- workers, drivers, attendants etc.	10	14	
2	Supervisor - Ward wise/ Zonal supervisor	10		
2	Uniform to workers- Pant/ shirt/ jacket/ saree/ apron / cap/ Name plate/ Safety shoes/ hand gloves/ masks etc.	10		
4	Facility management/ maintenance of logbooks/attendance registers/ stock registers of material/ tools/ protective gears.	10		
5	On time start of the work	10		
5	Door to door collection of garbage service level not more than 1% defective (Points attended / points enrolled) and GVPs (as defined in scope of work) are eliminated.	50		
/ /	Separate collection of garbage i.e. wet and dry waste separately (to be achieved and measured after 180 days)	30		

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	Total	210		
14	Trips reported to processing site as specified by MCV	10		
13	IEC Campaigning and Public awareness activities to be carried out in all designated wards of the designated zone should be sensitize once 100% within 30 days of time and periodically once in a week for mass campaigning or daily awareness through the door to door collection vehicle or person deployed on vehicle.	10		
12	Functioning of Vehicle tracking system / GPS as defective not more than 1 % in total numbers	10	1	
1	Sweeping around the containers / Garbage Bins as specified within 5 meters.	10		
10	Break down of vehicles should not be more than 1% at a time	10		
9	than 10% on weekly basis and maximum respond time should not be more than 48 hours	20		
8	Community bins attended not more than 1% defective (total no. of times bins service desired / no of times bins cleared) Public grievance records	10		

Concessionaire must obtain minimum of 80 % points in each segment as mentioned in the above table. Any default in meeting the minimum score shall be considered to holding the 5% of payable amount presented in Monthly bill for each segment. Such deductions shall not exceed 25% of the total Monthly billing in each month. Subsequent failure in rectification of any performance indicators will incur additional penal provisions and if failure continues beyond 3 months without proper redressal by the Concessionaire then MCV may consider this as reason to terminate the contract without any liability.

Penalties for Part-B-1 Mechanized Cleaning of Toilets

The Service provider shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms& conditions. The Penalty amount shall be binding to the Service provider. The penalty amount shall be recovered from the Tenderer from the pending amount of the Bills/ security deposit. The penalty/penalties may be because of the following inclusive list: On Non-compliance of the checklist points of cleaning as below penalty of INR 25/- per non- compliant point (Per Toilet)

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1	High Pressure Washer Used	Yes	No	Time in Mins
2	Foaming of Washroom Done with chemical			
3	Surface Cleaner used			
4	Surface Cleaner used on Horizontal Surfaces. Surface Cleaner used on vertical Surfaces			
5	Rotary Nozzle used			
6	Photographs Taken - Atleast 3 per toilet / Urinal		-	
	TOTAL TIME TAKEN	et serve	Seriale	NET CONTRACTOR
_	Manna	Yes	the tra	Number of people
	Manpower Deployed (Skilled + Unskilled)			

- The agency has to ensure to maintain the adequate number of manpower, Scope of work and services and also arrange a pool of standby housekeeping staff/supervisor. In case any housekeeping staff/supervisor is absent from duty, a reliever shall be deployed by vendor in time from an existing pool of housekeeping staff. If the required number of workers / supervisor are less than the specified number, a compensation of INR 300/- per absentee per day will be taken/deducted from the bill(s) of the agency.
- The housekeeping staff including supervisors must be in proper, full and clean uniform with name plates (badges) at all times failing which a compensation of Rs.100/- per day per person will be recoverable from the agency.
- Agency shall ensure that the staff deployed by it does not wander here and there and sit idle in groups during working hours. Due Discipline will have to be maintained by the staff and they shall not hinder the working of other employees/staff. If any violation to aforementioned is found, a compensation of Rs. 300/- per worker shall be sought from the agency, for any instance observed of this kind.
- The Service provider is not in compliance of the labour laws.
 - There are complaints about Service provider from department/offices and the Service provider is not responding adequately.
 - There are complaints of fraud, malpractices and the Service provider is not

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complying to the explanations asked.

In case of no mechanized cleaning of toilets for more than 10 times a month • no payment shall be made for the service in the specific month.

Penalties for Part-C Road Cleaning.

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The following penalties shall be imposed by Authority on the operators.

S.No	Description	D. H
1	The operator fails to deploy d	Penalty ts ₹15,000/- per day / per Sweeping Machine e ₹5,000/- per day / Litter Picking machine ₹1,000/- per day / High Pressure Washing Van / transportation vehicles ₹500/= per day for non - deployment of Ai Blower and Rag Picker Stick. ₹500/- per day per worker for non - deployment of designated manpower Penalty of shall be imposed from the date of commencement of the work. In the event of non- deployment of complete Assets in 120 days the contract would stand null and void.
2	The Operator fails to undertake the mechanical sweeping on any day(s), on a particular road / road(s) in the Project Site area and provided that such failure is not caused due to the events beyond Operator's control	₹1,000 per kilometer per day per lane for the period where till such event is rectified and the mechanical sweeping resumes as per the Management Contract
3	The Operator fails to ensure that the water nozzle fitted in the sweepers remains operational and filtration effectively at all working time and there is no dust-cloud formation during the sweeping of the road(s).	₹50/- per day per incident
4	The Operator shall also be responsible for external cleaning of all bell mouths (irrespective of their numbers), in the jurisdiction, to ensure smooth flow of storm water, throughout the year. The Operator shall ensure that none of the workman put/ pushes the littering materials/ slit in front/ inside the bell mouth(s). Penalty to be imposed in case of such defaults.	₹25/- per bell mouth per default

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5	The GPS system/ wireless/ mobil phone set, installed in any of th vehicles/ mechanical sweepers does not work continuously for more than 24 hours	e ₹100/- per system per day c
6	The Operator fails to ensure that the employees are in proper dress, and also ensure placement of safety devices and signage at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety. Caps / Helmets, Nose Mask, Raincoats, Gloves, Radium Jackets, Safety Boots.	
7	The collected rubbish shall be disposed off by the Operator (all lifts/ leads), at a designated site approved by Authority by deploying equipment of suitable capacity. In case the Operator is found dumping the collected rubbish at a place other than as mentioned in this clause then fine shall be imposed on the operator.	₹100/- per default
8	The Operator fails to ensure that the complaints received at Complaint Redressal Cell (at ULB level) in respect of services are attended within 24 (twenty four) hours of receipt of complaint (other than in the case of weekly off or national and festive holiday).	
9	failure in conducting preventive maintenance of all the parts on daily basis by the Operator	₹1000/- per day
10	The Operator shall ensure not to cause damages to the vehicles of third party and physical loss due to negligent and rash driving. If due to negligent and rash driving any damage is caused to the third party then the Operator shall bear the cost of repairs.	As per actuals
11	If any of the employee of Operator is found not keeping valid driving license and if the mobiles provided to supervisor/ manager/ operator are not being used during working hours then the Operator shall be liable to pay a penalty	₹500/- per day per default.

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12	If any defect is carrying out the work by the Operator has been noticed by Sanitary Inspector in Charge then a joint inspection shall be carried out with the representative of Operator and all the defaults to be rectified shall be brought to the notice of Operator. The Sanitary Inspector In Charge shall give minimum 24 hours to rectify the defects and if pursuant to the same, the Operator shall not rectify the same then the above mentioned penalties shall be levied on the Operator.	
13	No penalty shall be levied on the Operator if the mechanical sweeping is not possible at any of the road due to defective structure of roads. The Operator shall carry out the sweeping manually and get the roads cleaned.	NA
14	No penalty shall be levied on the Operator if due to heavy rainfall there is water logging on the roads or if any dharnas / strike being carried out by the public on the stipulated roads.	NA
15	No penalty shall be levied on the Operator if due to persistent rainfall, the working schedule of the machine is disrupted. In such cases, the Operator will make its best efforts to compensate by arranging for the machine to be operated on an alternative day. The revision in schedule will only be possible following a mutual understanding between the Operator and the Authority.	NA

11.1 Change of Scope

MCV may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/ deletion to the works and services which are beyond the scope of Project as contemplated by this Agreement ("Change of Scope"), provided such changes do not adversely affect the COD. All such changes shall be made by MCV by an order (the "Change of Scope Order") issued in accordance with mutual consent along with the concessionaire.

In future both MCV and Concessionaire will have provision to decide on the number of packages that can continued / discontinued without effecting the scope of the agreement for balance packages. This will be with mutual consent from both parties in writing.

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TIPPING FEES or Terms of Payment

ARTICLE 12

12.1 Tipping Fees or Terms of Payment

Concessionaire shall be paid Tipping Fee subject to satisfactory services as defined in key performance indicators and based on number of units served and verified and subject to the deductions/penalty adjusted as per payment terms and other such conditions as mentioned in this Agreement and RFP regarding scope of services to be delivered by the Concessionaire :

Sr.	Scope				
No		Estimated Scope of	Total Estimated Amount per month [#]		
	17 m	Service (Units)	Rate in Rs.	Total cost	
1	Door to Door Service (Part A)	400000 nos.	94 per unit	3,76,00,000	
2	Commercial shops / establishments (Part A)	35000 nos.	150 per unit	52,50,000	
3	Bulk Generators- Commercial (Part A)	450 nos.	2000 per 100 kg	9,00,000	
4	Bulk Generators- Non-Commercials (Part A)	250 nos.	2000 per 100 kg	5,00,000	
5	Mechanized cleaning of Public Toilets (Part B)*	150*	14,809 per unit	22,21,350	
6	Mechanized road sweeping (Part C)	21.2 k.m.	77,844 per km/month	16,50,293	
Total				4,81,21,643	

*Note:

- a. The commencement of Mechanized toilet cleaning work initially will begin with 52 toilets. This figure can be changed on the need basis within the purview of the tender.
- b. The quantity mentioned are tentative as per the RFP, and the invoice will be raised as per number of units served and any increase in quantity of scope shall be paid on the rates (per unit)on pro-rata basis.
- c. After commencement of the services, the Concessioner shall raise monthly invoice with duly certified and verified records of number of unit served and only raise bill for the number of units that has been served.

12.2 Adjustments and Deduction from Tipping Fee:

The contract price shall be adjusted as per the terms of RFP and as attached in Appendix-8

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12.3 Mechanism of Payment:

The payment to the Concessionaire is based on the number of clients served as per key performance indicator for door to door services. Similarly for other services the KPIs and SLAs are defined and invoice shall be raised and verified accordingly, the Concessionaire is required to provide the services as per the SLAs defined. The Concessionaires is awarded payment based on certain condition. Also, penalties are calculated based on certain conditions.

Payment linked with Performance Indicators

The MCV shall make the payment to the Concessionaire for performing works and providing services in accordance to the performance indicator linked for payment for scope of services as per RFP and this Agreement. The invoice raised will be considered only as per service level benchmark defined for the relevant package/part/component and deductions, penalty shall be imposed for failure to deliver the services as per Appendix-7

Procedure of Payment:

- The Concessionaire should quote the banker's name, branch and account number in Varanasi, so that the payment will be made in Concessionaire's account in their respective branch of the bank. In case there are changes, the Concessionaire shall have liberty to inform the necessary changes so far as account no. and names of the bank are corrected. The payment shall be made in Rupee (INDIAN) only.
- The MCV shall make the payment to the Concessionaire for performing works and providing services as per scope of work and performance indicators specified. The payment to the Concessionaire shall be made on monthly basis. The Concessionaire shall submit bills along with the daily performance measurement sheets based on the ICT module implemented for the project.
- The Concessionaire must submit the bills by 7th of every month. MCV will pay 75% of the amount within two week (14) working days upon submission of bills verified and supported by the ICT based reporting. The payment shall be released by 20th of each month. Remaining 25 % amount will be paid after complete verification and its payment will be released up to 7th of next month. The bills shall be paid after due scrutiny of records. "Record Keeping & Reporting Requirements". Each invoice shall indicate the number of units serviced and the unit price for each item. MCV shall withhold payment on any and all invoices until such time the Concessionaire has supplied the required monthly report in a satisfactory manner. MCV shall make deduction and levy penalty for the Concessionaire's failure to perform and maintain Service Level Benchmarks and performance indicators.
- Deductions from the Payment will be made if available towards Income Tax, Service Tax and Royalties etc. as per provisions of the statutory authorities, in force from time to time in the State of Uttar Pradesh. The Concessionaire is expected to include all

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such charges at the time of bidding submission. Any new tax's, increase in such tax's imposed/ applicable during the contract period shall be reimbursed by MCV as per actuals after submitting the proof of the same.

ARTICLE 13
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13.1 Force Majeure Event

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

- (a) An act of God, earthquake, flood, inundation and landslide.
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- (c) epidemics, pandemics or outbreak of communicable disease; national or regional emergencies.
- (d) fire caused by reasons not attributable to the Concessionaire or any of the employees, Concessionaires or agents appointed by the Concessionaire for purposes of the Project.
- (e) acts of terrorism.
- (f) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Concessionaire.
- (g) action of a Government Agency having Material Adverse Effect including but not limited to
 - Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facilities or any part thereof or of the Concessionaire's or the Concessionaire's rights under any of the Project Agreements.
 - any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Concessionaire in any proceedings which is noncollusive and duly prosecuted by the Concessionaire, and
 - iii. any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Concessionaire's breach or failure in complying with the Project Requirements, Applicable Laws, and Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Concessionaire as the case may be is bound.

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

Delays in or failure of performance by either party under the contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by the occurrences beyond the control of the party affected, including by not limited to the decrees of Governments, acts of God, fires, floods, explosions, riots, war, rebellions, sabotage and atomic or nuclear incident, but lack of finances, strikes or other concerted acts by workers delays or failure arising out of the nature of the Work to be done, or for the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work having regard to the nature thereof shall in no event be deemed to be a cause beyond the parties control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment. In the event that performance of this contract in the reasonable opinion of either party is made impossible but by Force Majeure, then either party shall notify the other in writing and the Authority shall either:

- Terminate this contract forthwith and without any further payment being made; or
- Authorize the Concessionaire to continue the performance of the contract with such adjustments as required by the existence of the Force Majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the contract shall be terminated.

13.2 Obligations of the Parties in case of Force Majeure

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

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

13.3 Performance of Obligations

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

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

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(e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement

Any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

13.4 Termination due to Force Majeure Event

(a) Termination

- i. If a Force Majeure Event, is an event described under Articles of force majeure as described above continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- ii. If the Force Majeure Event is an event described in of force majeure as described above and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement.
- iii. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event as described above subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement.
- (a) Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding Article as described above it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Force Majeure Event
- ii. the Termination Date which shall be a date occurring not earlier than 60 days from the date of event
- iii. Termination Notice
- iv. the estimated Termination Payment including the details of computation thereof and
- v. Any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that

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- i. The Termination Payment, if any, payable by MCV in accordance with the following Article is paid to the Concessionaire on the Termination Date and
- ii. The Project Facilities are handed back to MCV by the Concessionaire on the Termination Date free from all Encumbrances.

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majcure Event, Termination Payment shall be made to the Concessionaire by MCV in accordance with the following:

- i. If Termination is due to a Force Majeure Event, described under Articles 14.7, no Termination Payment shall be made by MCV to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies. In case MCV decides to take over the movable assets financed by the lender Bank or substitute the Concessionaire with another entity, it may do so by undertaking to discharge future negotiated liabilities towards the bank. Liabilities till date of termination shall be discharged by the Concessionaire.
- ii. If Termination is due to the occurrence of any event described under Articles 14.6, MCV shall pay such depreciated value amount to the Concessionaire that has been procured as part of capital assets(project assets) by the Concessionaire for the project. All movable and fixed assets deployed by the Concessionaire shall be taken over by MCV or any other entity chosen by MCV to substitute the Concessionaire at total invoice value less depreciation.
- iii. Provided further that the Concessionaire shall pay any amount due to and recoverable by MCV from the Concessionaire as on the Termination Date.

13.5Changes in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Bid Submission Due Date:
 - i. The enactment of any new Indian law.
 - ii. The repeal, modification or re-enactment of any existing Indian law such as minimum wages act etc.
 - iii. A change in the interpretation or application of any Indian law by a court of record. Provided that Change in Law shall not include:
 - a. Coming into effect, after the Bid Submission due date, of any provision or statute which is already in place as of the Bid Submission Due Date,
 - b. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Bid Submission Due Date which is a

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matter of public knowledge.

- c. Any change in the rates of the Central Taxes.
- (b) Upon occurrence of a Change in Law, the Concessionaire may, notify MCV of the following:
 - i. The nature and the impact of Change in Law on the Project
 - ii. In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
 - iii. The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimize the Additional Cost.
 - iv. The compensation that MCV authority needs to pay the concessionaire either one time/ recurring due to such changes.

EVENTS OF DEFAULT AND TERMINATION	ARTICLE 14
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14.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or MCV Event of Default or both as the context may admit or require.

a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as one or more of the reasons mentioned below.

- The Concessionaire has failed to adhere to IIOP, Micro Implementation and Operational Plan (MIOP), R&M Plan, RFP and such failure, in the reasonable estimation of MCV, is likely to delay achievement of COD beyond 90 days of the COD
- ii. The Concessionaire has failed to achieve COD within stipulated time period for any reason whatsoever
- iii. At any time during the Concession Period, the Concessionaire fails to adhere to the Project Implementation Requirements or Technical Proposals and has failed to remedy the same within 60days
- iv. The Concessionaire has failed to execute the contract before commencing Work.
- v. The Concessionaire has failed to commence Work on the commencement date specified in the RFP.
- vi. The Concessionaire has declared its inability to pay their debts as they generally become due.
- vii. The Concessionaire is judged or adjudicated to be bankrupt or insolvent.
- viii. The Concessionaire has become subject to, or requests any benefits or exemptions relating to any provisions or enactments concerning bankruptcy or insolvency.
- ix. The Concessionaire has collected user charges in excess of the rates prescribed

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- x. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 90 days or time period prescribed for individual items whichever is less.
- xi. Any representation made or warranty given by the Concessionaire at the time of submission of RFP and under this Agreement is found to be false or misleading.
- xii. A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire.
- xiii. The Concessionaire has abandoned the Project Facility(ics).
- xiv. The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement.
- xv. The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90days
- xvi. The Concessionaire lifts waste from place other than the place under its jurisdiction unless specified by MCV.
- xvii. The Concessionaire fails to comply with the scope of work and activities as per service level benchmark and performance indicators

b) MCV Event of Default

Any of the following events shall constitute an event of default by MCV ("MCV Event of Default"), when not caused by a Concessionaire Event of Default or a Force Majeure Event:

- i. MCV has failed to provide the Sites to the Concessionaire as per the provisions of Article 5.
- MCV has failed to make Tipping Fees or any payments due to the Concessionaire and more than
 3 (Three) months have elapsed since such default from the submission of bill.
- iii. MCV is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 days of receipt of notice thereof issued by the Concessionaire.
- MCV has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement without giving reasons.
- v. MCV has unreasonably withheld or delayed of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect
- vi. Any governmental action not arising out of a breach, default or lapse on the part of the Concessionaire, whereby the Concession/ this Agreement becomes inoperable or takeover by any government agency of the Project/ Project Facilities or any part thereof, thereby causing Material Adverse Effect.

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vii. Any representation made or warranties given by the MCV under this Agreement has been found to be false or misleading.

14.2 Termination due to Event of Default (in addition to existing clause as per RFP)

a. Termination for Concessionaire Event of Default

- i. Without prejudice to any other right or remedy which MCV may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, MCV shall be entitled to terminate this Agreement in the manner as set out under Article 14.2. Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Article 14.1(a), MCV may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Article14.3.
- ii. If MCV decides to terminate this Agreement pursuant to preceding Article 14.2 a. (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to MCV in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, MCV shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
- iii. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 90 days ("Cure Period") to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, MCV shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security, if subsisting.

b. Termination for MCV Event of Default

- i. Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of MCV Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- ii. If the Concessionaire decides to terminate this Agreement pursuant to preceding Article 14.2.b.
 (i) it shall in the first instance issue Preliminary Notice to MCV. Within 30 days of receipt of Preliminary Notice, MCV shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "MCV Proposal to Rectify"). In case of non-submission of MCV Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

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iii. If MCV Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, MCV shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however MCV fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

14.3 Termination Notice

If a Party having become entitled to do so and decides to terminate this Agreement pursuant to the preceding sub Article 14.2 a. or b., it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default.
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice.
- iii. the estimated termination payment including the details of computation thereof; and,
- iv. Any other relevant information.

14.4 Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility(ics),
- ii. the termination payment, if any, payable by MCV in accordance with the following Article 14.6 is paid to the Concessionaire on the Termination Date and
- iii. All the Project Facilities are handed back to MCV by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to MCV.

14.5 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

14.6 Termination Payments on account of MCV Event of Default

Upon Termination of this Agreement on account of MCV Event of Default, the Concessionaire shall

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be entitled to withdraw the Performance Security, if subsisting, and receive from MCV, termination i.

- If the Termination is prior to achievement of COD then the Termination Payment from MCV shall be equal to the amount, as estimated by the Authority, which has already been spent by the Concessionaire for construction / up-gradation of Project Facilities as capital assets.
- If the Termination is post the achievement of COD then MCV shall pay such depreciated value ii. amount to the Concessionaire against existing capital assets (project assets) procured by the Concessionaire for the project. All movable and fixed assets deployed by the Concessionaire shall be taken over by MCV or any other entity chosen by MCV to substitute the Concessionaire at total invoice value less depreciation.

14.7 Termination Payments on account of Concessionaire Event of Default

Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall be entitled to receive Termination Payment from MCV and shall be entitled to forfeit the Performance Security. MCV shall take over the movable assets financed by the lender Bank or substitute the Concessionaire with another entity; it may do so by undertaking to discharge future liabilities towards the bank. Liabilities till date of termination shall be discharged by the Concessionaire

14.8 Rights of MCV on Termination

- a) Upon Termination of this Agreement for any reason whatsoever, MCV shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:
 - enter upon and take possession and control of the Project Facilities and Project Assets i. forthwith
 - ii. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Facilities/Project Assets
- b) Notwithstanding anything contained in this Agreement, MCV shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Facilities and Project Assets by the Concessionaire to MCV shall be free from any such obligation.

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15.1 Ownership

Without prejudice and subject to the Concession, the ownership of the Secondary Door to Door Collection Points, Workshops, Parking Sites and the Project Assets- Fixed, including all improvements made therein by the Concessionaire, shall at all times remain that of MCV.

15.2 Obligations of Parties

(a) Concessionaire's Obligations

- (i) The Concessionaire shall on the date of expiry of the Concession Period, hand back vacant and peaceful possession of the Secondary Door to Door Collection Points, Workshops, Parking Sites and all other Project Assets (Fixed) to MCV free of cost
- (ii) At least 12 months before the expected expiry of the Concession Period a joint inspection of the Secondary Door to Door Collection Points, Workshops and the Project Assets- Fixed shall be undertaken by MCV, Concessionaire and PMC. MCV and PMC shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Project Facilities Hand back Requirements"), if any, to be carried out so as to confirm to the Construction Requirements and O&M (Operation & Maintenance) Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least 3 months prior to the expected expiry of the Concession Period and ensure that the Project Facilities continue to meet such requirements until the same are handed back to MCV.
- (iii) However, if in case at the time of handover of assets from concessionaire to MCV are not found well maintained, then the amount equivalent to value of the vehicles defined in insurance policy as IDV shall be firmed and agreed upon by both parties. Additionally the conditions of the vehicles shall be assessed as per the standard rules and formats set by the transport department of Government of Uttar Pradesh. The vehicles should have passed fitness test certificate from RTO before handover of the vehicles to MCV.
- (iv) MCV and PMC shall, within 15 days of the joint inspection undertaken under preceding clause
- (v) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to MCV along with the Project Facilities.
- (vi) The Concessionaire hereby acknowledges MCV's rights specified in Clause 15.8 enforceable against it upon Termination and its corresponding obligations arising there from. The Concessionaire undertakes to comply with and discharge promptly all such obligations.
- (vii) MCV authority shall release the performance security and other securities of the concessionaire

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upon commencement of the contract and after handing over the immovable assets to MCV authority

(b) MCV's Obligations

MCV shall, subject to MCV's right to deduct amounts towards:

- a) Carrying out works/jobs listed under Clause 16.2(a)(ii), which have not been carried out by the Concessionaire,
- b) Purchase of items, which have not been handed back to MCV along with the Project Facilities in terms of Clause 16.2(a)(iii), and
- c) Any outstanding dues, which may have accrued in respect of the Project Facilities during the Concession Period duly discharge and release to the Concessionaire the Hand back Guarantee within 3 months from the expiry of the Concession Period.

DISPUTE RESOLUTION	ARTICLE 16

For any dispute the parties will move for amicable resolution as provided in Article 16.1. On failure of amicable resolution, Arbitration shall be followed as provided in Article 16.2.

16.1 Amicable Resolution

a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-clause (b)below.

Either Party may require such Dispute to be referred to the commissioner of MCV and of the Concessionaire for the time being, for amicable settlement.

Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to Expert Review Committee for review/settlement of disputes. Expert Review committee shall comprise of:

- a. Municipal Commissioner, VNN,
- b. Additional Commissioner, VNN,
- c. Senior Project Engineer Concerned, VNN
- d. Two Members nominated by the Concessionaire

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If the Dispute is not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 16.2 below.

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16.2 Arbitration

a) Procedure

As per RFP.

b) Place of Arbitration

The place of arbitration shall be Varanasi, Uttar Pradesh.

c) English Language

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

d) Enforcement of Award

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

e) Performance during Arbitration

Pending the submission of and/or decision on a dispute and until the arbitral award is published; The Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

REPRESENTATIONS AND WARRANTIES, DISCLAIMER ARTICLE 17

17.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to MCV that:

- a) it is duly organized, validly 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 action 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.
- e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms here of.
- f) 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

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terms of the Concessionaire's Memorandum and Articles of Association or any 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;

- g) there are no actions, suits, proceedings or investigations pending or to the 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 MCV of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h) 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.
- i) 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.
- j) subject to receipt by the Concessionaire from MCV of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Facilities shall pass to and vest in MCV on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or MCV;
- k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to MCV or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to stateamaterialfactnecessarytomakesuchrepresentationorwarrantynotmisleading;
- No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- m) Without prejudice to any express provision contained in this Agreement, 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 Secondary Door to Door Collection Points and Workshops, and the information provided by MCV, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

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The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that MCV shall not be liable for the same in any manner whatsoever to the Concessionaire.

17.2 Representations and Warranties of MCV

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MCV represents and warrants to the Concessionaire that:

- a) MCV has full power and authority to grant the Concession.
- b) MCV has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- c) This Agreement constitutes MCV's legal, valid and binding obligation enforceable against it in accordance with the terms here of.
- d) There are no suits or other legal proceedings pending or threatened against in respect of the Project or Project Facilities.

17.3 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 or given such warranty shall promptly notify the other of the same.

17.4 Assignment and Charges

- a) The Concessionaire shall not assign in favor of any person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of MCV.
- b) The Concessionaire shall not create, permit or subsist to any Encumbrance over the Project Facilities, except with prior consent in writing of MCV, which consent MCV shall be entitled to decline without assigning any reason whatsoever.

17.5 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided the stipulation regarding interest for delayed payments contained in this Article shall

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neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

17.6 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India and Dist. Courts at <u>Varanasi</u> and High Court of Judicature at <u>Allahabad</u> shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with this agreement.

17.7 Waiver

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- a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. Shall not affect the validity or enforceability of this Agreement in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

17.8 Survival

Termination of this Agreement:

a) shall not relieve the Concessionaire or MCV of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such Termination or arising out of such Termination

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17.9 Amendments

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This Agreement and the Schedules together constitute a complete and exclusive understanding 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 agreed to by both the Parties hereto and evidenced in writing.

17.10 Notices

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 email, letters, facsimile transmission or telephones etc. at the address and to the person set out below:

To the Authority	To the Concessionaire			
To,	To,			
The Municipal Commissioner,	Director,			
MCV, Nagar Nigam Office,	Varanasi Waste Solutions Private Limited			
Sigra,	1403, Dev Corpora, Opp. Cadbury Company, E.E.			
Varanasi- 221010	Highway, Thane (W) - 400601, Maharashtra			
Telephone:	Telephone: 022 – 42130 300			
Email:	Email: info@antonyasia.com			

A Party may change or supplement the addresses given above, or designate additional addresses, for the purposes of this Clause, by giving the other party written notice of the new address in the manner set forth above.

17.11 Severability

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 such 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.

17.12 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

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17.13 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 and any representation by any Party not contained in a binding legal agreement executed by the Parties.

17.14 Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED

SIGNED AND DELIVERED FOR AND ON BEHALF OF ONE PART

1. For Varanasi Municipal Corporation

Gaurang Rathi

2.

Witnesses: 1.

Municipal Commissioner Varanasi

SIGNED AND DELIVERED FOR AND ON BEHALF OF SECOND PART

2. For Varanasi Waste Solutions Private Limited

2.

Witnesses: 1.

Mr. Tarjindar Singh **Chief Operating Officer**

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		i)	No. of Wards/Zones	5
		ii) iii)	No. of households No of vehicles for waste collection	248300 235
BB 1.12	agency and then its disposal directly in plant without dumping it on land.	iv) v) vi)	Households covered No. of compactors No. of sites for processing/disposal	241000 53 1
		vii) viii) ix) x)	Total Waste Collected Waste Segregated Total Waste processed Total Recyclables recovered:	600-700 MTD No 600-700 MTD 60-80 MTD

Action Plan 2021-22 for Crop Residue Management (Uttar Pradesh)

Awareness Generation (IEC Activities)

S.No.	Activity	No.	Period	Coverage
1	Advertisement in Print Media (Leading News Papers)	Weekly	July to August, 2021	75 Districts
2	Million Farmers Schools	15000	July, 2021	10 Lac Farmers
3	Kissano ki baat Vagyaniko ke sath online through NIC	2	July & August, 2021	All Districts
4	State Level Kharif Gosthi	1	June 2021	Headquarter
5	District Level Kharf Gosthi	75	June –July 2021	75 Districts
6	Bolck Level Kharif Gosthi	821	July to August 2021	821 Blocks
7	Fixing of Hoardings	1328	Up to 31 August, 2021	At Block Headquarters : Mandies, Roadside, Market, Schools, Petrol Pump
8	Audio Visual Clips on TV	14 Days (Two Times)	September to October, 2021	On Doordarshan & other popular Channels.
9	Broadcast of Radio Jingles	14 Days (Two Times)	September to October, 2021	On Akashwani & other FM Channels.
10	Display of Audio Video Film	15	July to August 2021	To be prepared by Headquarter & displayed at different Gosthies and training programmes
11	Distribution of Leaflets	10 lac	May to July, 2021	75 Districts
12	Demonstration of implements	500 Ha.	October, 2021	75 Districts
13	Training of progressive farmers	24,333	July to Nov., 2021	1-At government training Institute of the department 2-At 84 KVKs (05 training each of 50 farmers at every KVK)



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AD 589297

AGREEMENT

VARANASI NAGAR NIGAM)_a statutory authority constituted in having office of Commissioner at Varanasi Nagar Nigam, Sigra, Varanasi Uttar Pradesh, acting thriugh the Municipal Commissioner (hereinafer referred to as "VNN", which expression shall include its successors and assigns) hereinafer PARTY: AND

CECON POLLUTECH SYSTEM PVT. LTD., LUCKNOW a company incorporated under the Companies Act, 1956 and having its registered office at Lucknow (hereinafter referred to as the "SECOND PARTY"

WHEREAS,

(A) Vatanasi Municipal Corporation "VNN" the Authority has entered into a Agreement dated 02-11-201 or "ESTABLISHMENT OF A NEW MODERN CARCASS PLANT FOR FALLEN ANIMAL AND ANIMAL CARCASS DISPOSIAL CREMATORIUM, VARANASI" on turn-key basis With CECON POLLUTECH SYSTEM PVT. LTD., LUCKNOW Second Party as per Request for Proposal Document No. 25/EE/JE/M)/Carcass dated 21-06-2019 ("RfP") for selection of Establishment of a New Modern Carcass Plant For Fallen Animal And Animal Carcass Disposial Crematorium, Varanasi at Village Karsada, District Varanasi, Uttar Pradesh.

62-11-19 st Party

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INDIA NON JUDICIAL उत्तर प्रदेश UTTAR PRADESH

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JUL 2019

Second Party have to agree for Establishment of a New Modern Carcass Plant on Turn-key basis For Fallen Animal And Animal Carcass Disposal Crematorium, Varanasl at Village Karsada,

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Rs. 500

- All Environmental clearance required for plant and Plant machinery shall be done by Second party.
- Second Party shall provide all the necessary civil drawing required for the Civil work per as per the site condition.
- Second Party shall submit PBG of 10% Value within 30 Days of Signing the agreement
- Second Party payment schedule shall be as under as per Annexure-1 30% running payment on pro-rata basis during civil work.

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- 40% against delivery of plant and machinery on site.
- 20% after installation and commissioning of the plant. 10% after trial and successful run of the plant.

प्रमारी अधिकारी (प्रश्विकित्सालय) नगर निर्मेग, वाराणसी

For Lecon Pollutech Systems Pvt.

CHS Director ond Part

ANNEXURE-1

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Cost Breakup For Carcass Utilization Plant Varanasi Nagar Nigam Project

A) Civil Work

Sr. No.	Description	Unit	Unit Rate (Approx)	Amount (Approx)
1	Construction of outer boundary wall for plot size of 25000sq.ft. complete with 10ft pile			
	foundation and wall including drainage system, internal road work with paver bricks	01 Job	Rs. 28,50,000.00	Rs. 28,50,000.00
2	Shed with platform for housing incinerator with pollution control accessories and Chimney	01 No.	Rs. 10,50,000.00	Rs. 10,50,000.00
	foundation	01 No [·]	RS. 10,50,000.00	1(3. 10,00,000.00
3	Shed for housing carcass utilization plant along with flaying platform (2000sq.ft.approx)	01 No	Rs. 29,50,000.00	Rs. 29,50,000.00
4	Rooms for housing meat mincer. Bone crusher store room etc.	06 Nos	Rs. 1,80,000.00	Rs. 10,80,000.00
5	Access road work including laying of interlocking tiles as per requirement within the premises	01 Job	Rs. 14,60,000.00	Rs. 14,60,000.00
6	Landscaping work within the premises	01 Job	Rs. 16,80,000.00	Rs. 16,80,000.00
7	Other miscellanies work like borewell, distributor of electricity laying of cable within the premises with fixture	01 Job	Rs. 12,60,000.00	Rs. 12,60,000.00
8	Emergency Contingency fund including cost of Licence, NOC etc.	01 Job	Rs. 15,50,000.00	Rs. 15,50,000.00
			Total	Rs. 1,38,80,000.00

B) Plant And Machinery

Sr.	Description	Unit	Unit Rate (Approx)	Amount (Approx)
No.			(((p))))	
1	Carcass utilization plant including SITC of rendering cookers, laying of gas pipe line and			
	other associated works like hoist chain and			
	pulley, fat extraction vessels etc. as per BOQ.	01 Job	Rs 1,43,50,000.00	Rs 1,43,50,000.00
2	SITC of ETP plant including laying of			
	necessary pipe lines from both carcass plant			
	shed and incinerator shed upto the ETP plant			
	and installation of all the necessary pumps and	01 Job	Rs. 66,00,000.00	Rs. 66,00,000.00
	motors as per BOQ.	01300	KS. 00,00,000.00	113. 00,00,000.00
3	SITC of Incinerator plant including installation			
	of 30mtrs Chimney and other related items like weighing platform etc. as per BOQ.	01 Job	Rs. 1,23,00,000.00	Rs. 1,23,00,000.00
	Internal electrification of shed and SITC of	0.000	1.0. 1,20,00,000.00	
4	electrical fittings like fan, tube lights and office			
	furniture, including GenSet 25kVA with			
	foundation as per BOQ.	01 Job	Rs. 16,50,000.00	Rs.16,50,000.00
			Total	3,49,00,000.00

Total Amount (A+B) = Rs.1,38,80,000.00 + Rs. 3,49,00,000.00 = Rs.4,87,80,000.00

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७० माठ शर्मी प्रभारी अधिकारी (पशुचिकित्सालग) नगर निगम, बाराणती



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Force Majeure

Events of Force Majeure

Any event beyond the control of the First and Second party shall be governed by the Force majeure clause

Instances of Force Majeure

Subject to the provisions of clause Events of Force Majeure shall include, but not be limited to:

the following Natural Force Majeure Events:

- fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, • humicanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
- explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;
- to the extent that they do not involve [country] or take place outside of [country], acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;

TECHNICAL DETAILS FOR ANIMAL CARCASS UTILIZATION SYSTEM

PROCESS

The process involves first separating horns, hooves and such items. These items are not Visible fatty tissues are separated and clarified to yield superior grade tallow. Cracklings can be used as pig feed. The carcass is then chopped and processed in a wet-rendering Cooker at 35 psi for about 2-3 hours. Effluents are taken to ETP and discharged in drain or own premises after treatment. Tallow is tapped off, clarified and later sold to soap etc. units. Cooked meat and digested bone are easily separated from each other. The cooked meat is minced and dried rapidly as per stipulated procedures yielding sterile powdery Meat Manure of BIS standard. The digested bone is powdered in a Crusher and then sieved to suitable size to yield finely powdered Bone Meal to BIS Standard which is sold as sold as fertilizer or poultry feed

INFRASTRUCTURE

INFRASTRUCTURE REQUIRED FOR THE CARCASS UTILIZATION PLANT: Boundary fencing/wall, tree plantation on boundary etc beautification

Work-shed:

2,000 sq. ft. covered area including Flaying platform, Drying Yard, Stores, 1.2 acre of open land & 1000 Sq ft.

Water Supply:

Electricity Supply:

Piped water supply or Borewell with submersible pump and 10,000litres cap. overhead tanks 3-phase, 25kVA



CIVIL WORKS

2000sq. ft shed for Equipment & machinery

Electricity Connection - As actual.

UTILIZES AND OTHER OFFSITE FACILITIES

Water and Electricity are the main utility services to be provided for the proposed Modern Carcasses utilization Plant. The Plant capacity has been considered as 12 large Dead animals per day. The ETP capacity has been considered 20 KLD which will be working 24 hrs. per day and 365 days per year. During Construction and Plant installation Electricity, Water and drainage provided as RFP clause 2 of 2.1.

DETAILS OF THE UTILITIES

1. Water

Water of different quality and quantity is envisaged to be required for different sections of the Carcass Utilization Plant. The total Water requirement of the CUP complex is proposed to be met by installation of adequate number of bore well and pumps is to be planned in such a way that 100% standby Water capacity is available. Adequate water conservation measures must be taken so that water use as well as generation of waste is minimized. Wherever possible water should be recycled and reused. Even reuse of treated water available from the Effluent Treatment Plant must be planned. Water is required for washing of equipments, Floors, Utensils/Knives, Boiler feed water, Washing of trucks, floors and Washing of offal & hide section etc. Water for hand and foot wash of plant personnel and for other cleaning purpose, Water for sanitary and toilet use and other miscellaneous purpose, Potable water for drinking purpose, Hot water for process – Hot water generator has to be incorporated, Soft water for use in Boiler for generation of steam and any other requirement for successful running of Carcass Utilization Plant.

S. No	Item Description	Qty	Units	Dimensions
	Part 1 (Civil works)			
1	Laying of Platform for Flaying	1	Cu ft	30 ft x 10ft; 1 ft height
2	Laying of Platform for Drying	1.	Cu ft	50 ft x 30 ft; 0.5 ft height
3	Cooker Klins (including 2 side walls and 2 middle walls)	6	sq ft	60 ft x 10 ft
4	Plat form for Meat Mincer	1	sq ft	6 ft x 4 ft
5	Platform for Bone Crusher	1	sq ft	8 ft x 5 ft

BOQ

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6	Jamming of Vibratory Sieve		1 sq ft	6 ft x 5 ft
	Part 2 (Machinery)			
7 Wet Rendering Cooker (MS) with insulation and SS inner cage (cap. 1 Carcass or about 250 kg.)		6	3 units	
8	Bone Crusher with Motor (cap. 700 kg/hour)	1	units	
9 Meat Mincer with Plates (SS) and Motor: capacity 100 kg/hr		1	units	
10	SS Drying Tray and stove with Chimney for meat drying	3	units	
11	Vibratory Sieve with double screen and Motor	1	units	
12	LPG furnace with chimney, damper, LPG burner	6	units	
13	Flaying System with hanger, chain pulley	2	units	
14	Hoist with Chain and Pulley Set for lifting out Cage with cooked carcass from Cooker.	3	units	
5	Fat Extraction SS Vessels: 20 inch dia, 2 feet ht; with tap and wood burning hearth.	6	units	
6	Fat Storage Containers (SS): 100kg. cap.	6	units	1.1.2.5
7	Cleavers, knives, gum-boots, hand- tools etc.	6 sets	units	
}	Wheel Barrow (load cap. 250 kg)	4	units	
	Balance (platform type), Weight Range: 500 kg	1	units	
1	Effluent Transfer Pump	2	units	
	Sludge Transfer Pump	1	units	
	Sludge Filter Press	1	units	(SP)
	Air Blower	2	units	

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25	Dosing Pump	1	units	
26	Control Panel for ETP Plant	1	units	
27	Filters	2	units	

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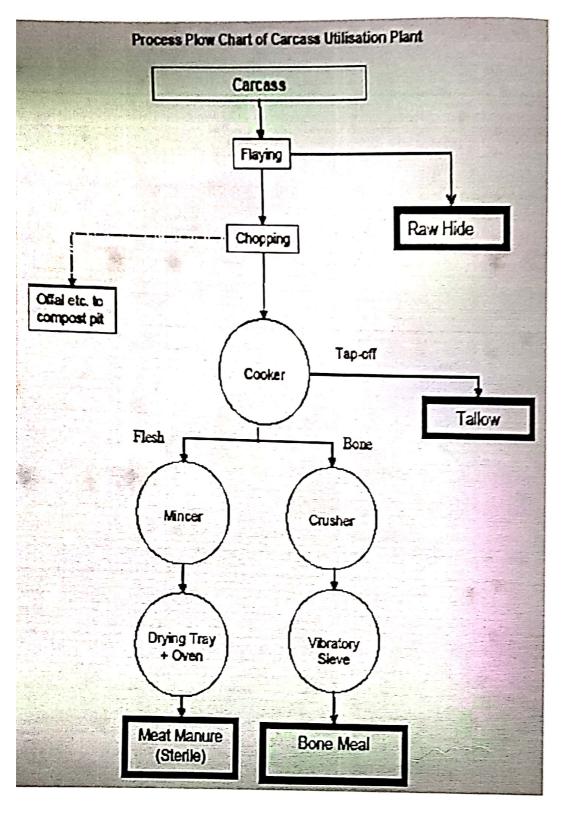
ELECTRICAL & OTHER ITEMS

SI No.	Items	Quantity
1	Exhaust fans, tube lights and other electrical fittings	1 set
2	Gumboots, Aprons, caps, face Mask 9 made of cloth	15 set
3	Permanent electrification which includes internal and external electrification.	1 Job
4	Office Furniture	1Job

OUTPUT SPECIFICATION REQUIRED

S.I	Output	Specification
1	Bone meal	Moisture content < 7%; Ash content >85%; Particle size: 50 mesh size; Should contain Nitrogen 1-2%; Phosphorous min 14%; Fat ~2%; Calcium: min 31%; Contains no E.Coli, other coliforms and other pathogenic bacteria; Suitable to be used as poultry feed; animal feed, fish feed or fertilizer
2	Meat meal	Moisture content 4 -7%; Ash content 30-35%; Particle size: 50 mesh size; Should contain Protein 40-50%; Fat ~8-12%; Phosphrous: 4-6%; Calcium: 8-12%; Contains no E.Coli, other coliforms and other pathogenic bacteria; Suitable to be used as poultry feed; animal feed, fish feed or fertilizer
3	Tallow	Should follow: Acidity/FFA 4.0 % Max; Moisture 1.0 % Max Titre (Deg C min) 42.0 Min FAC 2 Max Impurities 0.5 % Max
		Saponification Value (mg KOH) 192 - 200 Iodine Value 33 – 50 Polietylene (ppm) 210 Max Peroxide (mEq/kg) 3.0 Max

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FELUENT TREATMENT PLANT

CAPACITY- 20 KLD

- CECON ETP PLANT
- MODEL: CBR 20

Water Quality as every technologist knows, lies at the center of Industrial activity and at the heart of life. The effluent when left untreated from industry which plays havoc with ground water. Consequently water treatment Plant developed to manage water in a better way ensuring both customer and ecology profit. This process take into account a complex set of field conditions and propose water management approaches that make economical and technical sense.

This ETP shall be designed for handling 20 KLD of effluent generated from the Abattoir. Biological system of treatment is envisaged with double Aeration & Double Clarification Stages.

The effluent after treatment can be discharged into sewer line or can be used for irrigation purpose. Solids separated should finally be collected on sludge drying bed after using sand filter and can be utilized as manure.

BASIS

Flow capacity

Total daily flow 20 KLD

Average hourly flow 2.0 M³/Hr

Peak hourly flow 5 M³/Hr

Raw Effluent characteristic

REUSE OF TREATED EFFLUENT

The treated Effluent shall be disposed off suitably. It should meet the above stringent standards.

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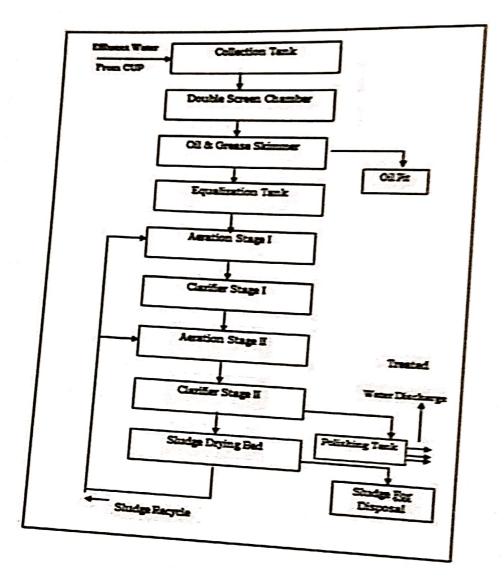
Secondary Clarifier-I should be circular tank having cone shaped bottom with central feed and peripheral treated effluent collection arrangement. There should also be a slow moving mechanical scrapper for scrapping the sludge and pushing it to the central pit. The sludge settles in the central pit and it shall be also partially de moisturized. In this first stage of Aeration cycle, the BOD reduction should be to the tune of 85-90%. The output BOD should be 190mg/L after first stage of Aeration Cycle.

- In the Aeration Tank-2 the BOD/COD load reduction taken place. In this the bacterial culture is added as returned activated sludge. There is sufficient incorporation of air by floating surface aerators. For balanced growth of microorganism in a biological treatment reactor, the ratios BOD: N:P should be 100:5:1 for aerobic system. The urea and DAP tank included in the scope will be able to accommodate one days requirement of the chemicals. Micro organism degrades the complex organic pollutant contained in the effluent and establishes a multiplication cycle. The continued growth of microorganism results into formation of flocks which have tendency to settle down when provided a quiescent settling zone. The mixed liquor (containing flocks of micro organism) here after transferred to secondary clarifier-II for settling, separation and activation of flocks. Secondary Clarifier-2 is a circular tank having cone shaped bottom with central feed and peripheral treated Effluent collection arrangement. There is also a slow moving mechanical scrapper for scrapping the sludge and pushing it to the central pit. The sludge settles in the central pit and it shall be transferred to sludge sump from sludge pit via sludge regulating valve. The Sludge shall be also partially de moisturized. In this second stage of Aeration cycle, we expect the BOD reduction is expected to the tune of 90-95%. The output BOD of <30 mg/L after second stage of Aeration Cycle is expected. The supernatant clarified water flows by gravity to treated water Tank.
 - The clarified waste water shall flow into the Chlorine Contact Tank. Chlorination shall be done here for disinfection in this tank. Suitable dosing system has been provided for Chlorination. The treated water then pumped to pressure sand filter and disposed off suitably. From sludge sumps about 50% of sludge is re circulated to aeration tanks. Only excess sludge is sent to the Sludge Drying Beds.
 - The Sludge Drying Beds further concentrate the sludge and converts it into sludge cakes. The sludge cakes are removed and are ideal for use in land filling material as well as manure. The filtrate water is transferred to the equalization tank.

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A typical flow diagram of ETP is attached below



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डा० मो० **शमी** प्रमारी अधिकारी (पशुचिकित्सालय) नगर निगन, वाराणती



TECHNICAL SPECIFICATION OF OIL FIRED CREMATORIUM

TECHNICAL SPECIFICATION

esign Standards	Dual Chamber with Horizontal body having Large		
	Loading Chamber		
ype of Waste	Animal Waste		
urning capacity	150-200kg/hr		
Node of Combustion	Oil Fired		
ype of Burner operation	Automatic		
Overall Dimension	3000 x 1800 x 1800 mm		
Primary Chamber	Approx. 800°C ± 50°C		
Secondary Chamber	Approx. 1050°C ± 50°C		
Residence time of gases in	Min. 01 Sec.		
Secondary chamber	With min. 3% oxygen in the stack gas)		
Туре	Static Solid Hearth Rectangular Constn.		
Material	MS Plate		
Thickness	Min. 5mm thick		
Hearth Type	Grated, Horizontal type		
Hearth Size	2100 x 1200 x 1000 mm		
Refractory Material	Refractory Bricks as per IS Stds.		
Temperature Residence	1450 ± 50°C		
Insulation Brick Thickness	115 mm.		
Insulating Material standard.	Insulation Brick as per IS		
Туре	Static		
Material	MS Plate		
Refractory and its material	As per Primary Chamber		
Insulation and its material	As per Primary Chamber		
Туре	High Energy		
MOC	SS 316		

5-१) डा० मोठ शर्मा प्रभारी अधिकारी (पशुचिकित्सालय) नगर निगम, वाराणसी

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	80°C (approx.)
Temperature at outlet	Cyclonic Type
Туре	80° C (approx.)
Temperature	Attud Steel Rubber Lined
MOC	To Separate water droplets from flue gas
Application	
Туре	Centrifugal Type
MOC	S.S.
Motor	1 H.P.
	2800
Rpm	750ltr.
Capacity	Rectangular
Туре	M.S. 5MM duly FRP lined
MOC	
Туре	Digital PLC based Controlled
MOC	Mild Steel duly powder coated
No. of Temp. Controller	2 Nos. one each for Primary & Secondary Chamber
Details	The control panel is provided with Indicators, Contractors Single Phase Preventer, Rotary Switches, Volt Meter, Hour Meter etc
Narm	Alarms are provided for tripping of any Motor, Primary burner lockout etc.
уре	V Belt Type
OC	Mild Steel.
otor	5 HP/3 Phase
ake of Motor	
odulation	Kirloskar/Havells/Crompton
	Manual Damper Controlled
De	Centrifugal Type
dulation	Manual Damper Control
or	1 HP/3 Phase
e of Motor	Kirloskar/Havells/Crompton
in	14

उर्फि मीठ २० प्रभारी अधिकारी (पशुचिकित्सालय) नगर निगम, बाराणसी

Visimers	ر~ ،
to of Burners	01 for Primary and 01 for Secondary Chamber & as per design requirement
Type Mode of Operation	Monoblock, Pressure Atomizes
Make	Automatic with sequence controller
Fuel Consumption	FBR Italy, Flamco or equivalent
Туре	18-20 kg/hr. per burner
MOC	Self Supported
Height	Mild Steel of IS std. duly rubber lined
Top Dia	30 Mtr.
	300 mm.
The chimney is provided with a sampling por	t, sampling platform, cage and ladder etc.

Scope of supply plant and machinery

S. No	Item D. Iter		
	Item Description	Qty	Units
1	Wet Rendering Cooker (MS) with insulation and SS inner cage		
	(cap. 1 Carcass or about 250 kg.)	6	units
2	Bone Crusher with Motor (cap. 700 kg/hour)	1	unit
			-
3	Meat Mincer with Plates (SS) and Motor: capacity 100 kg/hr	1	unit
4	SS Drying Tray and stove with Chimney for meat drying	3	units
5	Vibratory Sieve with double screen and Motor	1	unit
6	LPG furnace with chimney, damper, LPG burner	6	units
7	Floring System with Land Land		
1	Flaying System with hanger, chain pulley	2	units
8	Hoist with Chain and Pulley Set for lifting out Cage with cooked	3	units
	carcass from Cooker.		units
9	Fat Extraction SS Vessels: 20 inch dia, 2 feet ht; with tap and		<u></u>
-	wood burning hearth.	6	units
10	Fat Storage Containers (SS): 100kg. cap.	6	units

डा० मां रामी प्रमारी अधिकारी (पशुचिकित्सालय) नगर निगन, वाराणसी

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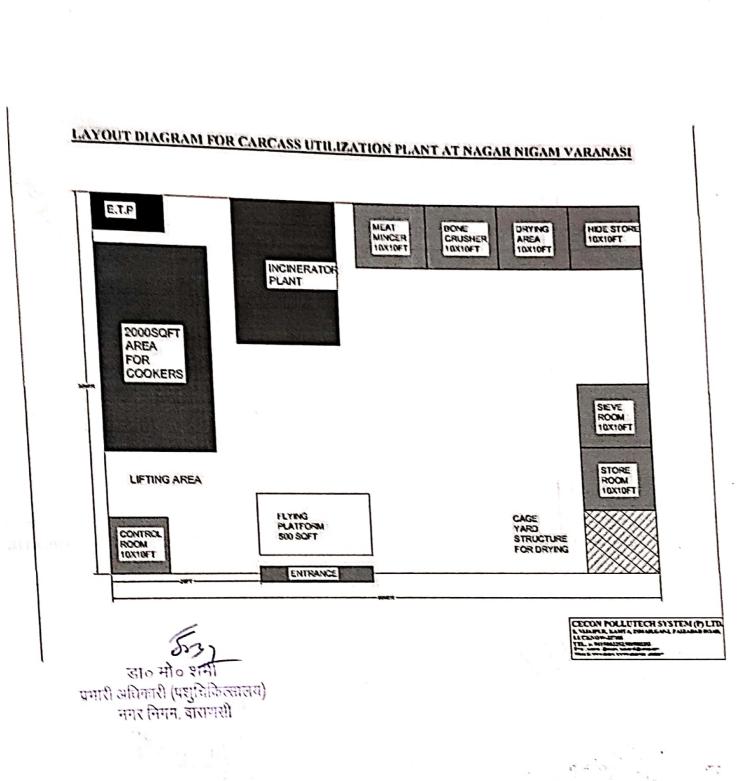
14		6 sets	units
11	Cleavers, knives, gum-boots, hand-tools etc.		
12	Wheel Barrow (load cap. 250 kg)	4	units
13	Balance (platform type), Weight Range: 500 kg	1	unit
14	Effluent Transfer Pump	2	units
15	ETP Plant	1	Nos.
16	Sludge Transfer Pump	1	unit
17	Sludge Filter Press	1	units
18	Air Blower	2	units
19	Filter Feed Pump	2	units
20	Dosing Pump	1	unit
21	Control Panel for ETP Plant	1	unit
22 23	Filters	2	units
23	Incinerator plant	1	units
	Ventury Scrubber	1	units
25	Droplet Separator	1	units
26	Recirculation tank	1	units
27	Control Panel for Incinerator	1	No.
28	ID Fan	1	No.
29	Chimney 30 mtr.	1	
			No.

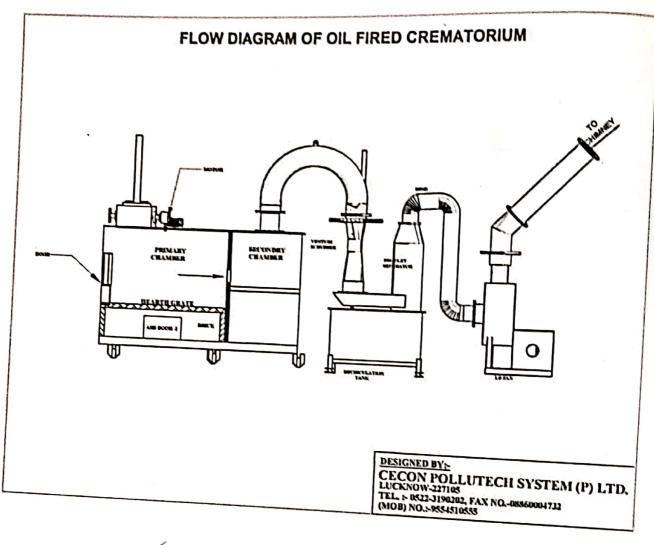


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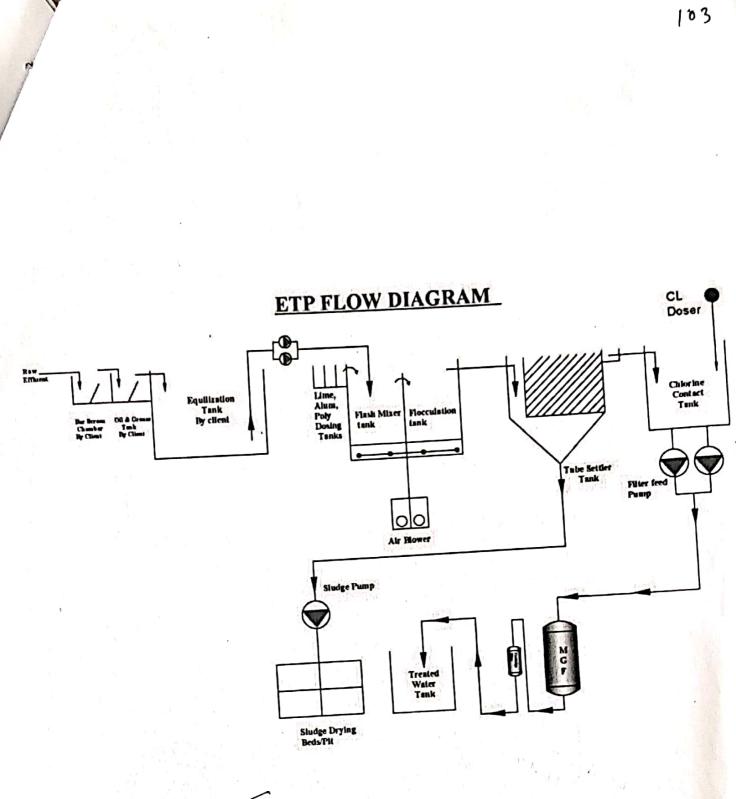
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डा० मो० शमी प्रभारी अधिकारी (पशुचिकित्सालय) नगर निगम, वाराणसी





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डा० मो० शमी प्रभारी अधिकारी (पशुचिकित्सालय) नगर निगम, वाराणसी

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Working Condition for Second Party:-

	1.	Commencement of work	From the date of handing over of
			the site with proper access road
			and leveled ground space.
Ī	2.	Area Required	20,000 sq ft. or 1800 sq.mtr
			(approx.)
	3	Civil work including lying of	2 months from the date of
		foundation and shed for plant	commencement.
		and machinery as per	
		requirement.	
4		Supply of plant and machinery	3 month from the date of
			commencement.
5		Installation and commissioning	1 month from the date of supply.
		of the plant	
6		Test and trail run of the plant	3 month from the date of
			installation and commissioning.
7		Defect liability period	12 month from the date of
			Installation and commissioning of
			the plant

First Party 211-19

Witness

Name-डा० मो० शमी प्रभारी अधिकारी (पशुचिकित्सालय) नगर निगम, बात्तणसी

Second Party Witness Atel Kimer

Name-

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Annex-WB-4

Annexure - BB-3

प्रपत्र−1 (नियम्−4)

रस्थानीय निकाय का नाम-नगर निगम, वाराणसी

जोन–मेलूपुर

क्रम सं0	वार्ड का नाम	उद्यान का नाम	अवरिथति	वर्त्तमान क्षेत्रफल (वर्ग.मी. में)
1	नगवाँ	1. तुलसी वाटिका उद्यान	अरसी	1680.00
		2. कबीर नगर कालोनी पार्क -1	नरिया	2151.30
		3. कबीर नगर कालोनी पार्क -2	11	817.80
-+		4. कबीर नगर कालोनी पार्क -3	11	876.04
		 कबीर नगर कालोनी पार्क –4 	"	1460.00
		6. कबीर नगर कालोनी पार्क -5		
		7. मुन्सी प्रेमचन्द्र पार्क (ब्रिज इन्कलेव)	नगवाँ	2633.00
2	भेलूपुर	8. तिलमाडेश्वर उद्यान (अमृत योजना)	मेलूपुर	5270.70
		9. रत्नाकर उद्यान (अमृत योजना)	11	4006.80
		10. बेलवरिया उद्यान	"	3136.90
		11. रविन्द्रपुरी उद्यान (स्मार्ट सिटी)	"	2104.40
		12. आचार्य रामचन्द्र शुक्ल आईलैण्ड		63.60
		13. शाह जफर आई लैण्ड	"	213.10
		14. रवीन्द्र नाथ टैगोर आई लैण्ड	п	210.00
		15. गुरू धाम चौराहा उद्यान	11	63.60
		्र 16. चेतमणि चौराहा उद्यान	"	50.24
		17. आनन्द बाग उद्यान (रिलायंस जियो)	. 11	5446.44
	r	18. शंकूधारा उद्यान	शंकूधारा	1049.30
		19. नरिया कालोनी उद्यान	नरिया	
		20. प्रफूल्ल नगर उद्यान	लंका	1052.30
		21. उपेन्द्र नगर उद्यान	भेलूपुर	1463.70
· ·		22. दीनदयाल नगर उद्यान	भेलूपुर	895.70
		23. बावन नगर उद्यान	कमच्छा	575.60
		23. विनायका कालोनी उद्यान	कमच्छा	409.50
		25. गिरी नगर कालोनी उद्यान	बिरदोपुर	700.02
		26. गिरी नगर कालोनी उद्यान 2	बिरदोपुर	
• •			बिरदोपुर	1192.00
	· ·	27. शंकरपुरी उद्यान 28. सन्दरपर उद्यान (अमृत योजना)	सुन्दरपुर	3049.20
		20	रानीपुर	5015120
		29. रानीपुर पार्क	बड़ी गैबी	
		30. अम्बेडकर पार्क		
		जोन–वरूणापार	0	
	सारनाथ	31. आशापुर चौराहा आई लैण्ड	आशापुर	928.00
-		22 ग्रेम चन्द नगर कालोनी पाक-1	पाण्डेयपुर "	442.00
	· · ·	aa रोम चन्द्र नगर कालोंनी पाक-2		1054.30
		रेन जन नगर कालोनी पाक-3	"	1091.90
		रेग चान नगर कालीनी पीक-4 (0000)	п	614.80
		35. प्रेम चन्द्र नगर कालोनी पार्क–5 (पूर्वी) 36. प्रेम चन्द्र नगर कालोनी पार्क–5 (पूर्वी)	"	. 282.60

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Γ		37. अशोक बिहार कालोनी उद्यान (वन विमाग)	11	2424.10
-		(अमृत योजना) 38. अशोक बिहार कालोनी उद्यान-1	"	1038.20
		39. अशोक बिहार कालोनी उद्यान-2	"	1187.02
1	-	40. अशोक बिहार कालोनी उद्यान-3	"	196.00
-		41. अशोक बिहार कालोनी उद्यान-4	",	1034.50
-		42. अशोक बिहार कालोनी उद्यान-5	"	1162.50
-		43. अशोक बिहार कालोनी पार्क-6 (फेज-2)	11	1286.50
-		44. अशोक बिहार कालोनी पार्क-7 (फ़ेज-2)	"	133.00
-		45. अशोक बिहार कालोनी पार्क–8 (फेज–2)		936.40
-		46. पहड़िया उद्यान	"	118.80
-		47. पहड़िया उद्यान (गौतमबुद्ध नगर पार्क)	. 11 .	625.00
-		48. सुहेलजी पार्क	सारनाथ	-
-	सिंकरौल	49. इग्लिशिया लाइन उद्यान (परिचमी भाग)	इग्लिशिया लाइन	656.80
4	1(14)(10)	50. इंग्लिशिया लाइन उद्यान (पूर्वी भाग)	"	185.00
<u> </u>		51. इंग्लिशिया लाइन उद्यान (पुरा भाग)	11	148.50
		52. इग्लिशिया लाइन पार्क (पं. कमलापति त्रिपाठी		208.20
· ·	, ,	पार्क)		77.00
·		53. इग्लिशिया लाइन उद्यान आई लैण्ड	"	
		54. नील काटेज उद्यान	"	954.00
S		55. नील काटेज उद्यान हरिजन बस्ती (स्वतन्त्रता उद्यान)	"	94.35
		56. सुभाष नगर उद्यान	11	550.00
1		57. मूसा राम पेट्रोल पम्प के पास उद्यान	- 11	819.00
		58. प्रशान्तपुरी उद्यान (पश्चिमी)	खजुरी	3312.00
		59. प्रशान्तपुरी उद्यान (पूर्वी)	. 11	2016.00
		60. डा० भीम राव अम्बेडकर उद्यान	पहाड़पुर	4069.40
		61. इन्दिरा नगर कालोनी उद्यान (उत्तरी)	11	992,00
		62. इन्दिरा नगर कालोनी उद्यान (दक्षिणी)	11	412.50
	•	63. नदेसर आई लैण्ड	राजाबाजार	2416.00
		64. परेठ कोठी उद्यान	इग्लिशिया लाइन	310.50
		65. नदेसर उद्यान	राजाबाजार	
		66. कादीपुर उद्यान	इन्द्रपुर	346.50
		66. कादापुर उदान 67. इमलाक कालोनी उद्यान	राजाबाजार	913.80
		67. इमलाक कालाना उदान 68. टैगोर टाउन उद्यान (उत्तरी भाग–1)	सिंकरौल	1175.00
		68. टगोर टाउन उद्यान (दक्षिणी भाग-2)	11	912.00
				712.00
		70. टैगोर टाउन उद्यान (भाग–3)	11	826.60
		71. टैगोर टाऊन उद्यान		820.00
		72. राजर्षि उदय प्रताप उद्यान तिराहा	भोजूबीर	•
5	शिवपुर	73. शिवपुर कालोनी उद्यान (पूर्वी भाग)	शिवपुर "	396.00
		74. शिवपुर कालोनी उद्यान (पश्चिमी भाग)		540.70
		75. शिवपुर वाईपार्स उद्यान	गिलट बाजार	660.30
		जोन–आदमपुर		
5	आदमपुर	76. मच्छोदरी उद्यान (स्मार्ट सिटी)	आदमपुरा	10179.65

		77. आई.डी.एच. कालोनी (उत्तरी भाग)	"	935.00
-		78. आई.डी.एच. कालोनी (दक्षिणी भाग)	"	870.00
		79. गंगा नगर कालोनी (पूर्वी उद्यान)	"	204.00
		80. गंगा नगर कालोनी (उत्तरी उद्यान)	"	640.80
		81. गंगा नगर कालोनी (दक्षिणी उद्यान)	"	665.70
		82. भदऊ हरिजन बस्ती उद्यान	भदऊ	138.60
		83. सरैया उद्यान	"	272.80
		84. सिटी फारेस्ट	कोनिया	
7	जैतपुरा	85. आजाद पार्क	जैतपुरा	2568.70
		86. जलाली पुरा उद्यान	"	224.75
		87. विजय ग्राम्य कालोनी उद्यान	नई बस्ती	441.54
•		88. नागर कालोनी उद्यान	धूपचण्डी	1005.10
		89. संजय नगर कालोनी उद्यान (पश्चिमी) (अमृत योजना)	चौकाघाट	908.70
1		90. संजय नगर कालोनी उद्यान (उत्तरी)		866.40
		91. संजय नगर कालोनी उद्यान (दक्षिणी)	11	1090.40
		92. काटन मिल कालोनी पार्क	11	700.40
	•	जोन–कोतवाली		
8	कोतवाली	93. मैदागिन उद्यान (रिलायंस जियो)	मैदागिन	22611.50
		94. गाँधी नगर उद्यान	"	22.32
		95. नेहरू उद्यान	H ·	91.80
		96. शास्त्री उद्यान		56.65
		97. पराड़कर उद्यान	"	
		98. मैदागिन चौराहा आई लैण्ड	"	539.02
		99. कबीरचौरा अस्पताल के सामने आई लैण्ड	"	301.32
•		100.हेमू कलानी आई लैण्ड	"	52.50
		101.नाटी इमली उद्यान (अमृत योजना)	नवापुरा	3444.50
		102.गाँधी उद्यान टाउन हाल	मैदागिन	1812.50
		103.नवापुरा उद्यान	नवापुरा	211.00
		104.महेश नगर कालोनी उद्यान	"	1085.00
-		105.अम्बिया मण्डी पार्क	अम्बिया मण्डी	300.00
		106.नरहर पुरा पार्क	नरहरपुरा	
`		जोन–दशाश्वमेध		· · · · · · · · · · · · · · · · · · ·
9	दशाश्वमेध	107.त्रिपुरा भैरवी उद्यान	े त्रिपुरा भैरवी	420.80
		108.चितरंजन उद्यान	दशाश्वमेध	950.00
		109.कोदई चौकी उद्यान	कोदई चौकी	137.20
		110.शहीद उधम सिंह आई लैण्ड		51.10
		111.मौलवी बाग उद्यान	कब्र आशिक मसूक	1170.00
		112.लक्ष्मी कुण्ड उद्यान	लक्सा	495.00
		113.श्री नगर कालोनी उद्यान	"	2318.40
	,	114.पार्वतीपुरी उद्यान	. "	278.00
-		115.नारायन नगर कालोनी उद्यान	u	502.00
		116.सन्त नगर कालोनी उद्यान	11	423.00
		117.महाराणा प्रताप उद्यान	"	577.10

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		118.रामापुरा उद्यान	"	393.00
		119.भगवान दास कालोनी उद्यान	"	142.30
10	सिगरा	120.शहीद उद्यान (रिलायंस जियो)	सिगरा	20651.80
		121.गुलाब बाड़ी	"	2431.00
		122.शास्त्री नगर उद्यान (स्मार्ट सिटी)	**	2667.50
		123.गुलाब बाग उद्यान (स्मार्ट सिटी)	11	1950.20
		124.हर्बल उद्यान	11	2626.50
		125.गाँधी नगर उद्यान	n	2097.00
		126.कस्तूरबा गाँधी उद्यान	n	1701.50
		127.सन्त रघुबर नगर उद्यान (उत्तरी)	शिवपुरवाँ	534.00
		128.सन्त रघुबर नगर उद्यान (दक्षिणी)	"	657.00
		129.चन्द्रिका नगर कालोनी उद्यान (अमृत योजना)	11	3100.70
		130.शिवाजी नगर कालोनी उद्यान (पूर्वी)	तुलसीपुरा	704.00
•		131.शिवाजी नगर कालोनी उद्यान (पश्चिमी)	"	2030.00
		132.अन्नपूर्णा नगर कालोनी उद्यान	"	-
	1	133.आनन्द नगर कालोनी उद्यान	11	1033.70
		134.सम्पूर्णानन्द उद्यान	"	1500.00
		135.कृष्णापुरी उद्यान	11	143.70
		136.अमबालिकापुरी उद्यान	हबीबपुरा	687.40
11	चेतगंज	137.रामपुरी उद्यान	लहुराबीर	869.55
		138.सुभाष पार्क (रामकटोरा उद्यान)	 लहुराबीर	780.00
		139.कैलगढ़ कालोनी उद्यान (पूर्वी भाग)	कैलगढ़	836.00
		140.कैलगढ़ कालोनी उद्यान (पश्चिमी भाग)	लोहामण्डी	1061.00
		141.छेदी लाल उद्यान	पिशाचमोचन	1281.27
		142.पिशाचमोचन उद्यान	पिशाचमोचन	1327.00
		143.पितरकुण्डा उद्यान	पिशाचमोचन	56.70
•	÷	144.दलहट्टा उद्यान	चेतगंज	104.50
		145.चवलहट्टा उद्यान	चेतगंज	75.00
		146.जगतगंज आई लैण्ड	जगतगंज	452.35
		147.लहुराबीर आई लैण्ड	लहुराबीर	712.98
		148.स्वतन्त्रता उद्यान (छोटी मलदहिया)	मलदहिया	519.00
		149.कामायनी नगर' कालोनी उद्यान	पिशाचमोचन	336.00
		150.तेलियाबाग आई लैण्ड	तेलियाबाग	1083.00
		151.बादशाह बाग उद्यान	फातमान रोड	2263.00
		152.बलभद्र कालोनी उद्यान	धूपचण्डी	427.50
		153.सेनपुरा उद्यान	चेतगंज	
		154.माताकुण्ड उद्यान	लल्लापुरा	684.00
		155.विवेकानन्द कालोनी उद्यान	जगतगंज	1870.00
	,	156.इन्दिरा नगर उद्यान	छित्तूपुर	495.00
		157.हरि नगर उद्यान	छित्तूपुर	954.20
		158.दास नगर कालोनी उद्यान (पश्चिमी)	मलदहिया	530.00
		159.दास नगर कालोनी उद्यान (पूर्वी)	मलदहिया	688.00
		160.इन्द्रपुरी कालोनी उद्यान	छित्तूपुर	986.00

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	Proper collection of Horticulture waste	:)	No. of Monda /Zouros	F
	and its disposal	1)	No. of Wards/Zones	5
BB3	following composting-	ii)	No. of parks	160
	cumgardening	iii)	No of composting pits	10
	approach	iv)	Bulk composting sites	0
		v)	Compost prepared	0
		vi)	Compost Used In-house	0
		vii)	Compost Sold	0

Comprehensive Action Plan 2021-22 for Crop Residue Management (Uttar Pradesh)

1-Awareness Generation (IEC Activities)

S.No.	Activity	No.	Period	Coverage
1	Advertisement in Print Media (Leading News Papers)	Weekly	July to August, 2021	75 Districts
2	Million Farmers Schools	15000	July, 2021	10 Lac Farmers
3	Kissano ki baat Vagyaniko ke sath online through NIC	2	July & August, 2021	All Districts
4	State Level Kharif Gosthi	1	June 2021	Headquarter
5	District Level Kharf Gosthi	75	June –July 2021	75 Districts
6	Bolck Level Kharif Gosthi	821	July to August 2021	821 Blocks
7	Fixing of Hoardings	1328	Up to 31 August, 2021	At Block Headquarters : Mandies, Roadside, Market, Schools, Petrol Pump
8	Audio Visual Clips on TV	14 Days (Two Times)	September to October, 2021	On Doordarshan & other popular Channels.
9	Broadcast of Radio Jingles	14 Days (Two Times)	September to October, 2021	On Akashwani & other FM Channels.
10	Display of Audio Video Film	15	July to August 2021	To be prepared by Headquarter & displayed at different Gosthies and training programmes
11	Distribution of Leaflets	10 lac	May to July, 2021	75 Districts
12	Demonstration of implements	500 Ha.	October, 2021	75 Districts
13	Training of progressive farmers	24,333	July to Nov., 2021	1-At government training Institute of the department 2-At 84 KVKs (05 training each of 50 farmers at every KVK)

2-<u>Availability of implements to indviduals farmers and Farm</u> Machinery Banks to FPO's & Societies

- Crop Residue Management implements will be made available to the individual farmers and Farm Machinery Banks to FPO's, Societies and Panchayats under Centrally Sponsered Promotion of Agricultural Mechanization for In Situ management of crop residue Scheme.

Individual Farmers :

- CRM implements will be made available at 50% subsidy from CRM scheme and other implements at 40% -- 50% subsidy from Submission on Agrcultural Machenization Scheme(SMAM).

Farm Machinery Banks :

- Farm Machinery Banks will be provided at 80% subsidy in the following manner.

(a) FMB of Rs. 5 – 15 Lakh to FPO's farmer Societies, Cooperative Societies and Cane Societies.

- Rs. 5.00 Lakh - from CRM Scheme - CRM Implements

80% subsidy is Rs 4.00 Lakh

- Rs. 10.00 Lakh–From SMAM Scheme– CRM and Other implements 80% subsidy is Rs. 8.00 Lakh
 - (b) FMB of Rs. 5.00 Lakh To Cooperative , Cane Soicieties & Panchayats 80% subsidy i.e. Rs. 4.00 Lakh from CRM Scheme

Progress of Implement Distribution (Till 2020-21 :

 Individual Farmers Farm Machinery Banks to Societies and FPO's (a) Rs. 5.00 – 15.00 Lakh 	31501 4750
(b) Rs. 5.00 Lakh	900
<u>Action Plan for 2021-22</u> Individual Farmers at 50% subsidy CRM Scheme	7160
Farm Machinery Banks at 80% subsidy-	7100
 (a) Rs. 5.00 to 15.00 lakh to FPO's, Farmer Societies (Rs. 5.00 Lakh from CRM Scheme Rs. 10.00 Lakh from SMAM Scheme) (b) Rs. 5.00 Lakh from CRM Scheme 	800
(Cooperative Societies, Cane Societies & Panchayats) Time Line	900
 Empanalment of Manufacturers Selection of Beneficiaries Distribution of Implements By 30 Sep 	-

3-Innovative Activities

1-Flodding of field after harvesting and chopping of stubble in the field as adopted successfully in Pilibhit distritct in the year 2020-21

2-Digging of compost pit and putting the stubble in these pits and leaving for decomposition through spray of waste decomposer as adopted in many districts

3-Farmers would be encouraged to bring Parali to cow shelters and take cow dung from their as successfully done in Unnao district.

4-Use of waste decomposer :- In the year 2020-21 farmers were distributed waste decomposers free of cost. Culture was prepared from 100 ML waste decomposer solution by mixing Besan/Jaggery in it. This culture was spread on the stubble and stubble decomposed in 25 to 28 days. One bottle of 100 ml is sufficient for one acre field.

In the year 2020-21 - 2.62 Lakh bottles brought from National Centre of Organic Farming approved firm and 4000 capsules from IARI, Pusa, New Delhi and were distributed to the farmers free of cost.

In the year 2021-22 - Ten Lakh bottles are planned to be made available to the farmers by the end of August 2021.

4- Supplying Stubble to Cow Shelters :

Uttar Pradesh has 5226 Cow shelters in the state in which 5,63,856 Cows are housed. These require regular supply of fodder for feeding.

25% of stubble can be mixed with their fodder for feeding. These shelters need stubble to be spread on the floors also to save cow from severe winters. This is an innovative activity started by UP Government in which stubble from field to cow shelters was supplied. Labour cost for collection was met by MNREGA and transportation was done by Animal Husbandary Department.

Progress :

Year	Stubble Supplied
2020-21	43,901 MT
2021-22 (Proposed)	50,000 MT