CONTENTS OF RFP DOCUMENT PACKAGE

The RFP document package comprises the following documents as listed below, and would additionally include any Addenda issued before the due date of submission of the RFP. Any reference to the RFP Document package includes all the contents unless specifically mentioned otherwise.

CONTENTS

NIT	**Notice Inviting Tender**
Part A	**Instruction to Bidders**
Part B	**RFP Document**
Part C	**Draft Concession Agreement**

NOTICE INVITING TENDER (NIT)

Lucknow Smart City Limited (LSCL) on behalf of Lucknow Municipal Corporation (LMC) invites individual firms/joint ventures/ consortiums interested in the project to submit their bids.

BACKGROUND

Lucknow Municipal Corporation (LMC) provides Bus-Q-Shelters within corporation limits. LMC intends to provide modern, aesthetic, sleek, commuter and environment friendly Bus – Q – Shelters on Design, Build, Finance, Operate and Transfer (DBFOT) basis through private sector participation PPP. The proposed Bus – Q – Shelters will be located on roads/areas in whole of Lucknow City; tentative list of the proposed sites/locations is available in the RFP document.

FEATURES

1. Approximately 50 Bus-Q- Shelters to be provided on DBFOT basis.
2. Preparing conceptual design of the Bus-Q-Shelters for approval.
3. Bus-Q-Shelters to be constructed as per approved design at locations decided by LMC.
4. The revenue from the Bus-Q-Shelters would be from advertisements.
5. Concession Fee to be paid to LMC during the concession period of 10 years.

SCOPE OF WORK

1. Survey of the identified location to assess land area, ownership and other relevant necessary details of the site.

2. Preparing conceptual design based on the available land area and site conditions for all the identified locations and get it approved.by competent/relevant/ applicable authority.

3. Construction of Bus–Q-Shelters as per approved design (to be completed within twenty four weeks).

4. Operation and Maintenance of Bus- Q- Shelters during Concession period.

5. The essential services as mentioned later in this RFP for users to be provided by the Concessionaire.

6. To raise and realize revenues during concession period and to pay concession fee to LMC.

7. Transfer of Bus - Q - Shelters to LMC at the end of Concession period.

BID PROCESS

The bidding for the project would be in single submission comprising two- stage system. First stage would be for pre-qualification of bidders based on eligibility criteria and evaluation of technical and commercial parameters of the pre-qualified bidders based on their bids containing the details of eligible projects as mentioned in this RFP document. Second stage would be the evaluation of financial bids of technically qualified bidders

Interested bidders may download the Request for Proposal (RFP) document from the website http://www.tenderwizard.com/LMC by paying online Rs. 10,000/- (Rs. Ten Thousand only) as document fee from date 16-02-2018 to 27-03-2018.

LSCL reserves the right to reject any or all of the bids without assigning any reason and the decision of LSCL in this regard shall be final.

SUBMISSION OF BIDS

The interested bidders are requested to submit their technical bids, online as well as

physically in a sealed envelope super-scribed as “Proposal for Bus –Q-Shelters on DBFOT basis. The financial bid shall only be submitted online only. The Bids should reach the office of Chief Executive Officer, Lucknow Smart City Limited, office at the address given below on or before the date and time as mentioned in the Tender Schedule below.

TENDER SCHEDULE

Sl.No	Activity	Deadline
1	Release of RFP	16-02-2018
2	Last Date of Receipt of queries on RFP	06-03-2018
3	Pre-bid meeting Date & Time	07-03-2018
4	Pasting of response of queries on RFP	12-03-2018
5	Last date of submission of Online bid upto 3:00 PM	27-03-2018
6	Last date of submission of bid physically in hard copy (Technical bid only) upto 3:00 PM	27-03-2018
7	Date of opening of Technical bid	27-03-2018 at 4:00 PM
8	Date of opening of Financial bid	To be intimated later
9	Hard copy of the bid to be submitted at	**Chief Executive Officer,** Lucknow Smart Limited, O/o Lucknow Municipal Corporation, Trilok Nath Road, Lalbagh, Lucknow – 226001 (UP)

Sd/-
Chief Executive Officer
Lucknow Smart City Limited
O/o Lucknow Municipal Corporation
Trilok Nath Road, Lalbagh
Lucknow 226001, Uttar Pradesh

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Lucknow Smart City Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided

This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed assignment. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Lucknow Smart City Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Lucknow Smart City Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process.

Lucknow Smart City Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Lucknow Smart City Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that LSCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Lucknow Smart City Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Lucknow Smart City Limited or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Lucknow Smart City Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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A-1 LETTER OF INVITATION

1.1. Lucknow Municipal Corporation (LMC) proposes to construct and operate 50 BQS on DBFOT basis. The identified locations of these 50 BQS are provided in para 3.2 Table A below. The LMC envisages designing, constructing modern, aesthetic, sleek, commuter and environment friendly international standard BQS in keeping with Lucknow's aspirations to function as a World Class City.

1.2. A) This Request for Proposal can be downloaded from www.tenderwizard.com/LMC by paying online tender document fee of Rs 10,000/- (Rupees Ten Thousand only).

B) EMD of Rs. 10 Lacs should be paid online on the web portal www.tenderwizard.com/LMC.

1.3. This Request for Proposal is issued by Lucknow Smart City Limited (LSCL), to Private Sector Parties (PSPs)/ firms (which include companies, partnership firms, LLPs, proprietary concerns, etc.) who are interested in bidding for the Project either individually or as a consortium or joint venture of such firms.

1.4. The Private Sector Party (PSP) would be required to develop the Bus- Q-Shelters by undertaking design, construction, operation & maintenance of the Bus-Q-Shelters and other allied infrastructure and facilities during the concession period and transfer to Lucknow Municipal Corporation (LMC) thereafter. The Concessionaire would be permitted to earn revenue from advertisement rights and leasing out commercial space or other means as specified in this RFP and shall have to pay Concession Fee as per his financial offer accepted by LSCL.

1.5. A two-stage bidding process is being adopted for the project:

a) Stage –I involves qualification, which includes evaluation of a Request for Proposal (RFP) submitted by the bidders by LSCL. Submitted bids will be checked for responsiveness based on the Test of Responsive criteria laid in this RFP. Later Technical Proposal of only those bidders who are found responsive shall be evaluated as per the evaluation criteria laid down in the RFP Document.

b) Stage –II will consist of evaluation of Financial Proposal of only those bidders whose technical proposals are found to be eligible/Pass to the requirements of the

RFP Document and who get the required qualifying marks in the stage I evaluation.

c) The Tender Document comprises

1. Part A: Instructions to Bidders

2. Part B: Request For Proposal (RFP) Document

3. Part C: Draft Concession Agreement

1.6. All data provided as a part of the RFP Document is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.

1.7. All data provided as a part of the RFP Document is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.

1.8. The Stage I, proposal documents duly completed and sealed in respective envelopes and as per the procedure explained herein must be delivered to LSCL office at the address given below on or before and time mentioned in Time schedule.

Sd/-
Chief Executive Officer
Lucknow Smart City Limited
O/o Lucknow Municipal Corporation
Trilok Nath Road, Lalbagh
Lucknow 226001, Uttar Pradesh

A-2 PROJECT BRIEF

2.1. BACKGROUND

LMC intends to provide modern, aesthetic, sleek, commuter and environment friendly Bus – Q – shelters at 50 locations in Lucknow on DBFOT basis. The proposed Bus – Q – Shelters will be located across various location in Lucknow. The roads/areas may change for reasons beyond the control of LMC such as ongoing development works conflicting with BQS construction. The indicative list of the proposed BQS is given in Table A.

A-3 PROJECT FRAMEWORK

3.1. PROJECT SCOPE

LSCL intends to develop the project on “Design, Build, Finance Operate and Transfer” (DBFOT) basis by inviting Private Sector Party (Concessionaire) to design, finance, construct, operate and maintain the Bus-Q-Shelters during the specified Concession Period. LMC will enter into a Concession Agreement with the Concessionaire for 10 years (Ten Years only) excluding construction period of 24 (twenty four) weeks for designing, construction, operation and maintenance of the Bus-Q-Shelters. During the period the Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Concession Agreement.

Under Lucknow smart city vision, the existing bus stops/shelters are envisioned to be transformed into smart bus stop, coupled with other citizen services such as public toilets or ATM or both (wherever feasible). The existing bus stops locations are envisioned to comprise of three design modules including the following key components:

1. Smart Bus Stop for passengers to conveniently wait for the bus

2. An ATM for citizens to use banking services and

3. A smart Public toilet for the convenience of the passengers as well as the general public

The three modules include the following potential combinations of the above, namely,

(a) A cluster of smart bus stop with ATM and Public Toilet: this combination is the

preferred one and shall be implemented at locations wherever the available space permits.

(b) A cluster of smart bus stop with smart public Toilet or ATM (whichever is feasible)

(c) A Smart bus stop: This is the least preferred combination and shall be implemented only at those locations that are space constrained.

Respondents are free to include an additional component in their design that allow them to make this project more financially feasible and at the same time provides citizens the required services. However, such components and activities associated with them should not be repugnant to the general standards of morality.

The Bus Q Shelters shall be transferred to LMC at the end of the Concession Period in sound condition as per Concession Agreement.

The construction period for the project will not be more than 24 weeks within which the Concessionaire will complete the construction of BQS as per the requirements, technical specifications and standards.

The Concessionaire would be given the right to collect the revenues from advertisement, rental from leasing of commercial space or any other means as specified in this RFP document during the concession period as per the Concession Agreement. The Concessionaire shall pay LMC a Concession Fee as provided in the Concession Agreement. The Concession Fee shall be payable in accordance *with clause 11.1 (ii) of Draft Concession Agreement contained herein.*

LMC shall appoint/depute the Independent Engineer. The tenure of the Independent Engineer, under this Concession Agreement, shall be from the period beginning from the Commencement Date and ending on the Commercial Operations Date. He will be the concerned person who will look after the project.

The title, interest, ownership and rights with regard to Bus-Q-Shelters constructed by the Concessionaire for LMC along with fixtures/fittings provided therein shall vest with the LMC except that these will be operated and maintained by the Concessionaire as agreed in this Agreement. The assets created by the Concessionaire will be under the possession of the Concessionaire during the period of the Concession and will be transferred to LMC upon the expiry or earlier termination of the Concession Agreement.

These assets will not be encumbered by the Concessionaire in any circumstances in any manner whatsoever subject to Article 22 of Draft Concession Agreement contained herein.

3.2. IMPLEMENTATION STRATEGY

1. Conduct survey of the location for ascertaining product mix as per available land at the site.

2. Prepare design as per the product mix and get it approved by appropriate /relevant authority.

3. Construction of Bus- Q- Shelters as per approved design. The maximum time period for completing the construction is 24 weeks.

4. Operation and Maintenance of Bus- Q- Shelters during Concession period as specified in the Concession Agreement.

5. The essential services to be provided by the Concessionaire as specified in the Concession Agreement.

6. The Concessionaire would be given the right to collect the revenues from advertisement, rental of leasing of commercial space or any other means as specified in this RFP document during the concession period as per the Concession Agreement.

7. Transfer of Bus- Q- Shelters to LMC in working condition at the end of Concession Period.

For detailed Scope of Work RFP document (Part-B) and Concession Agreement be referred.

TABLE A

Tentative locations of BQS to be developed on DBFOT basis

Sl.No	Location
1	Kapoorthala
2	Bakshi ka talab
3	C R P F Chauraha
4	Bhitauli
5	Babu Banarasi Das Unibersity
6	Matyari Chauraha
7	Kamta Chauraha
8	Yadunath nayak Chauraha
9	Chouk
10	Medical College
11	Dubagga Petrol Pump
12	Sitapur Bai Pass
13	New High Court
14	Hosadiya Chauraha
15	Lohiya Park
16	Paterkarpuram
17	Shikandar Bagh
18	Polytechnic Chauraha
19	Engineering college
20	Tedi Puliya,Janki Puram
21	Yatayat Park, Krishna Nagar
22	Kaisarbagh Bus Station
23	Bangla Bazar Pul
24	Parag deiry
25	Pasi Lila
26	Nishatganj
27	SGPGI
28	Teli Bagh
29	Lohiya Park Mod

Note- This list is indicative only and is subject to correction for any factual or other errors. Further, locations may be changed for reasons beyond the control of LMC. The Bidders must themselves verify sites and other details as needed for bidding.

A-4 BIDDER'S RESPONSIBILITY BEFORE BID/PROPOSAL SUBMISSION

4.1. The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and participation in the selection process. LSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

4.2. The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document. Incomplete bids are liable for rejection.

4.3. Site visit, traffic & other studies and field investigations, if any: The Bidders shall visit and examine the sites and obtain for themselves, at their own responsibility and cost, all the information and data that may be necessary for submission of offer and entering into Concession Agreement for construction of the Bus-Q-Shelters, and subsequent operation and maintenance of the same. The Bus-Q-Shelter related information, which has been provided in this RFP document, is intended only to guide the bidders in preparing their Proposal. LSCL shall not stand guarantee for and shall not be held responsible for the veracity of details which have been made available in this document.

4.4. Costs associated with Visits and Field Investigations, if any: The costs of visiting the sites, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit sites.

4.5. Familiarity with Clearances*:* The Bidder should be familiar with the clearances required from various Authorities to commence / undertake this Project. A Bidder shall be deemed to have carried out all relevant and necessary checks with relevant Authorities.

4.6. The Bidders are advised to inspect and examine each site and its surroundings and satisfy themselves in all respect before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any lack of understanding or otherwise shall be allowed.

4.7. It would be deemed that by submitting the Bid, the Bidder has:

- Made a complete and careful examination of the RFP document
- Obtained all relevant information about the project.
- Familiarised himself with the applicable laws and permissions/clearances required as well as relevant orders of the Supreme Court of India and Lucknow/Allahabad High Court in respect of display of advertisements.
- Carried out due diligence as required to take up the Project.

4.8. LSCL shall not be liable for any mistake or error on the part of the Bidder in respect of, inter-alia any of the clauses 4.1 to 4.7 above

A-5 COST OF DOCUMENT

5.1. The RFP document Package is priced at Rs. 10000/- (Rupees Ten Thousand only) payable online only while downloading from website http://www.tenderwizard.com/LMC (LMC is case sensitive).

A-6 CLARIFICATIONS TO RFP DOCUMENTS

6.1. The prospective Bidding Firm requiring any clarification of the RFP documents in writing, by e-mail to lkosmartcity@gmail.com only. Bidders are expected to send their queries in writing at least 2 days prior to the pre-bid meeting as given in the Tender Schedule above.

6.2. LSCL reserves the right to respond to only those clarifications/ questions of Bidders which LSCL, in their sole discretion, considers to be relevant and necessary. Nothing in this section shall be taken or read as compelling or requiring LSCL to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that LSCL has not responded to any question or provided any clarification.

A-7 PRE-BID MEETING

7.1. A pre-bid meeting shall be held on the date as mentioned in Tender Schedule for providing clarifications and replies to the queries of bidders.

7.2. The pre-bid meeting shall be held at Conference Hall, Lucknow Municipal

Corporation, Trilok Nath Road Lalbagh Lucknow, Uttar Pradesh. In case of any modification in the venue the same shall be intimated to the bidders and shall be uploaded on the website.

7.3. Clarifications, if any, including the text of the questions raised and the responses given, would be uploaded on the website of LSCL and on www.tenderwizard.com/LMC (LMC case sensitive). Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting or otherwise, shall be through the issue of an addendum on same.

7.4. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications as also modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

A-8 BID SECURITY

8.1. Bidder shall pay bid security (Earnest Money Deposit) of Rs. 5 Lakhs (Rupees Five Lakhs) online through e-procurement portal www.tenderwizard.com/LMC.

A-9 VALIDITY OF BID AND BID SECURITY

9.1. Bid shall remain valid for a period of 120 days from the Proposal Submission Due Date. LSCL reserves the right to reject any Bid, which does not meet this requirement.

9.2. The Bid security shall be valid for 180 days from the proposal submission due date.

9.3. Any Bid without payment of bid security is liable for rejection.

9.4. The Bid security of the unsuccessful Bidders would be returned after the acceptance of the letter of award by the successful bidder.

9.5. The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the Concession Agreement and furnished the Performance Security for implementation.

9.6. The Bid security is liable to be forfeited under the following conditions:

1. If the Bidder withdraws the Proposal during the period of Bid validity.

2. In the case of a successful Bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the stipulated time.

A-10 CLARIFICATION FROM BIDDERS

10.1. To assist in the evaluation of Bid submitted by bidders, LSCL may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response thereto shall be in writing.

A-11 LANGUAGES

11.1. The Bid submission and all related documents should be in English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied with appropriate translations in the English language. Any document, which is not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail

A-12 PROPOSAL DOCUMENTATION

12.1. The Proposal should have no overwriting and corrections. All corrections are to be carried out by crossing and rewriting by the Bidders themselves and all such corrections must be initialed by the person signing the Proposal.

12.2. The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

A-13 LSCL RIGHT TO ACCEPT AND REJECT PROPOSAL

13.1. Notwithstanding anything contained in the RFP document, LSCL reserves the right to accept or reject any proposal, at any time without assigning any reason. Further LSCL also reserves the right to cancel the tender process at any time or stage without assigning any reason

A-14 BID/PROPOSAL SUBMISSION DUE DATE

14.1. Bid/Proposal will be submitted online as well as in hardcopy. The Bid/Proposal to be submitted online at www.tenderwizard.com/LMC.

14.2. The financial proposal shall be submitted online only.

14.3. Other documents shall be submitted online as well as physically in hard copy also at the address mentioned in the Tender Schedule.

14.4. LSCL may, at its discretion, extend the Bid/Proposal Submission Due Date.

A-15 SUBMISSION OF OFFERS

15.1. The bidder shall prepare and submit their proposals as per the procedure detailed below

i. The qualification document and Techno-Commercial Proposal (RFP) shall be submitted physically as well as online.

ii. The qualification documents and Techno – commercial Proposal (RFP) shall be sealed in an envelope mentioning

"Envelope – A1 "TECHNICAL PROPOSAL FOR BUS – Q – SHELTER ON DBFOT"

iii. The Financial Proposal shall be submitted online only

iv. The above envelopes viz. 'A1' along with the original bid documents downloaded (including all amendments and clarifications issued by LSCL) duly signed by authorized signatory on all pages shall then be sealed in one outer envelope

v. The inner and outer envelopes shall be addressed to LSCL and marked as below:

"TENDER FOR BUS Q SHELTERS ON DBFOT""

vi. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is

received late.

vii. If the outer envelope is not sealed and marked as above, LSCL will assume no responsibility for the misplacement or premature opening of the Proposal.

viii. The bid must be delivered at the prescribed address not later than the time and date stipulated in Tender Schedule above.

ix. Bids to Submitted online as well as in hard copy as detailed above. It is the responsibility of Bidder alone to ensure that its bid is submitted online and also delivered at the prescribed address within the stated deadline.

A-16 LATE BIDS

16.1. BIDS received after the BID Submission Due Date and Time shall not be accepted and will be returned unopened.

A-17 OPENING OF BIDS

17.1. The BIDS as received by due date and time shall be opened by the LSCL, at the office of the Chief Executive Officer, Lucknow Smart Limited, Lucknow Municipal Corporation, Trilok Nath Road, Lalbagh, Lucknow – 226001 (UP) at 1600 hrs IST on Bids submission due date in the presence of bidders who choose to be present. On opening of the outer envelope it will be checked if it contains:

i. Qualification and Technical Proposal (Envelope A1)

ii. Original tender document with amendments issued , duly signed

A-18 CONFIDENTIALITY

18.1. LSCL will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. LSCL will not divulge any such information unless it is ordered to do so by any Authority that has the power under law to require its disclosure.

A-19 TEST OF RESPONSIVENESS

19.1. Prior to evaluation of Bids/Proposals, it will be determined whether each Bid/Proposal is responsive to the requirements of the RFP document. The Bid will

be considered responsive if the Bid:

a. is received by the Due Date and time of submission or any extension thereof

b. is signed, sealed and marked as stipulated in clause A-15

c. contains the information as requested in the RFP document, as per check list enclosed (available in Part B).

d. mentions the validity period as set out in clause A-9

19.2. Decision of LSCL regarding responsiveness of bids shall be final and binding; LSCL reserves the right to reject any Proposal submission which it considers non-responsive.

A-20 EVALUATION AND COMPARISON OF PROPOSALS

LSCL will evaluate and compare the proposal determined to be responsive in accordance with Clause No A-19 and technically evaluate the bids as per the procedure detailed below.

20.1. Eligibility

LSCL will evaluate the proposals of the various bidders as per the pre-defined eligibility criteria. Evaluation of the eligibility proposals will be on Pass / Fail basis.

Only Eligible bids will be further evaluated.

20.2. Technical Evaluation

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

LSCL will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with requirements set forth in the BID Documents.

A-21 EXTENSION OF VALIDITY OF BID

21.1. In exceptional circumstances, prior to expiry of the original Bid Validity Period,

LSCL may request the pre-qualified Bidders in writing to extend the Bid Validity Period (and also the bid security validity) for a specified additional period.

PART B -

REQUEST FOR PROPOSAL

B-1 ELIGIBILITY CRITERIA

1.1. GENERAL

This invitation to furnish RFP is open to all national or international firms (which include companies, partnerships, LLP's, proprietary concerns etc.) who are interested in bidding for the Project either individually or as a consortium / joint venture of such firms. In case of Consortium or Joint Venture, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium/ Joint Venture. The lead firm shall have a minimum stake of 26% in the Consortium/ Joint Venture.

1.2. QUALIFICATION CRITERIA

Qualification criteria for the Bidder as detailed below are based on a combination of the financial capability, technical expertise and similar project experience.

1.2.1. FINANCIAL INFORMATION

Evaluation will be based on the basis of following criteria.

1. Annual Turnover

i. The bidding firm / Joint Venture / Consortium (maximum 3) shall have average Annual Turnover of not less than Rs. 5 crores for the preceding 3 financial years.

2. Net Worth

i. The bidding firm/joint venture/ consortium shall have total present net worth (on the last day of the previous financial year) of not less than Rs.2.5 crores. [Net worth = Paid up capital + Reserve & Surplus – Miscellaneous Expenditure not written off]

In case of consortium/ joint venture the average of annual turnover and net worth shall be calculated by weighted mean on the basis of the equity/profit sharing participation of its members as indicated in MOU.

1.2.2. EXPERIENCE INFORMATION

i. The firms/joint ventures/ consortium, individually or in combination, shall have experience in the field of outdoor media advertisement on public utilities/street furniture like public toilets/bus shelters/Water ATM etc

ii. The firms/joint ventures/ consortium, individually or in combination, shall have experience of development/ of public toilets/bus que shelter of at least 50 units in last three years. (Facility at one location shall be considered as one unit for evaluation purpose).

iii. The firms/joint ventures/ consortium, individually or in combination, shall have experience of operation & maintenance of public toilets/bus que shelter of at least 50 units for 5 years. (Facility at one location shall be considered as one unit for evaluation purpose).

iv. Bidder need to submit the Valid Certificate of Quality Management System-ISO 9001:2008 of Manufacturing Company.

v. The Firm/Lead Member shall be registered under GST.

To qualify for the Stage II the bidders would have to meet the qualifying criteria described in 1.2.1 & 1.2.2, mentioned above.

1.2.3. TECHNICAL EVALUATION

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

LSCL will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with requirements set forth in the BID Documents.

Each responsive Bid shall be given a technical score based on weightages assigned to various parameters of technical proposal as given below. A proposal may be rejected at this stage if it is non responsive or if it fails to achieve minimum technical score of 70 out of 100

Sl.No	ELIGIBILITY CRITERIA	Max mark
A	FINANCIAL	20
A1	Average Turnover (The firms/joint ventures/ consortium, individually or in combination) Rs. 5 Crs – 5 marks For every additional Rs. 1 Crs - 1 Marks	10
A2	Net worth (The firms/joint ventures/ consortium, individually or in combination) Rs. 2.5 Crs – 5 marks For every additional 0.5 Crs – 1 Marks	10
B	TECHNICAL	80
B1	The firms/joint ventures/ consortium, individually or in combination, shall have experience in the field of outdoor media advertisement on public utilities/street furniture like public toilets/bus shelters/Water ATM etc Average Annual Turnover of preceding three financial years staring from bid due date from field of outdoor media advertisement on public utilities/street furniture like public toilets/bus shelters etc Rs. 3 Crs – 10 For every additional Rs 1 Crs – 2 Marks (Statement certified by Statutory Auditor shall be submitted as supporting)	20
B2 – i	Experience of development of public toilets in last three years. 20 units – 4 Marks For every additional 5 units – 2 Marks	10
B2 - ii	Experience of development of bus queue shelter in last three years. 30 units – 6 marks For every additional 5 units – 3 Marks	30
B3	The firms/joint ventures/ consortium, individually or in combination, shall have experience of operation &	20

	maintenance of public toilets/bus que shelter for 5 years. 50 units – 5 marks For every additional 20 units – 3 Marks	
	TOTAL (A1 + A2 + B1+B2 – I + B2 – ii + B3)	100

Only those bidders, whose aggregate technical score is above stipulated, minimum technical score, will be qualified for the purpose of opening of financial bids and evaluation thereof. LSCL shall notify to qualified bidders the outcome of technical evaluation.

The Financial offers of those bidders who do not qualify the technical evaluation shall be shall not be opened and no claim in this regard shall be entertained.

B-2 DISQUALIFICATION

2.1. Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc

c. Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.

d. Failed to provide clarifications related thereto

e. Where such firm or any member of such consortium has already submitted the RFP or is a member of a Consortium which has already submitted the RFP.

f. If any member of the Consortium is replaced or withdraws, except with prior written permission of LSCL.

g. Is black listed / barred by GOI/State Govt /State PSU /Central PSU/ as on date

of submission of the bids.

2.2. If any such information which would have entitled LSCL to reject or disqualify the bidder becomes known after the bidder has been qualified, LSCL reserves the right to cancel the qualification of the Bidder at any later stage.

B-3 QUALIFICATION for NEXT STAGE

3.1. Based on the information submitted in RFP, LSCL will carry out an evaluation of the qualifications of the Bidder and will subsequently notify in writing those Bidder who qualify to participate in the next stage of the process.

B-4 CONTENTS OF RFP

4.1. The Request for Qualification submitted by the Bidder shall contain the following sections:

a. Letter of Application (Appendix-1)

b. General and Organizational Information (Appendix 2)

c. Financial Information (Appendix 3)

d. Experience Record (Appendix 4)

e. Form of Parent Company Guarantee (Appendix 5)

f. Format of MOU in case of Consortium/Joint Venture (Appendix 6 A)

g. Check List (Appendix 7)

4.2. The RFP shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria

4.3. The documentary evidence of the Bidder's qualifications to implement the Project, shall establish to the LSCL's satisfaction that the Bidder has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other required criteria. The documentary evidence shall include any other material required to be

compiled and submitted by Applicants in accordance with these instructions. This shall include but not be limited to the following:

1. Audited financial statements for last five years up to end of last financial year (Balance Sheets, Profit and Loss Account and cash flow statements and Annual Reports) as required to conform to the RFQ requirements.

2. Summary statement of turnover for past five financial years, and present net worth certified by a Chartered Accountant.

3. Certified Copies of original documents in support of legal constitution of the firm and place of business;

4. Experience in Qualifying projects (as given in NIT) with details of projects completed as well as under way and contractually committed along with clients details and certificates as per Appendix 4;

5. A Power of Attorney, authorizing the signatory of the RFQ to submit the Bid.

4.4. RFP submitted by a Consortium/Joint Venture shall comply with the following requirements:

1. The RFP shall include all the information required above for each bidder/Consortium partner.

2. All pages of The RFP shall be signed so as to be legally binding on all partners.

3. The Lead partner holding a minimum equity/profit sharing of 26%, shall be designated as leader, this authorization shall be evidenced by submitting with RFP a Power of Attorney signed by legally authorized signatories of all partners in favour of the lead partner.

4. In case lead partner is not having relevant experience (or its existence) for 5 years, a strategic partner in consortium/JV should meet the criteria of 5 years of relevant experience. The strategic partner should also hold a minimum equity/profit sharing of 26% (as per MOU) with minimum lock-in period of 05 years during the concession period.

5. Original MOU signed by all the members of JV/ Consortium partners with joint & several responsibility for all the works under scope of work and indicating their respective equity/shareholding or profit sharing.

6. Once RFP has been submitted by or on behalf of a Consortium, if any member withdraws from the Consortium, the consortium shall be disqualified, unless the remaining members can demonstrate to the satisfaction of LSCL their continued ability to fulfill the qualification criteria set out in RFP.

B-5 SIGNING & SUBMISSION OF RFP

5.1. RFP shall be signed by the Bidder or a person or persons duly authorised to bind the bidder to the contract. The person or persons signing the RFP shall initial all pages of the RFP, except for unamended printed literature.

5.2. Any interlineations, erasures or cutting shall only be valid if the person or persons signing the RFP initial them.

5.3. The Bidders shall seal the original RFP and the copy as per the procedure detailed.

B-6 EVALUATION AND FURTHER PROCESS

6.1. Based on the RFP submitted by the bidders, LSCL will carry out an evaluation of the qualifications of such Bidders. If at any time during the evaluation process, LSCL requires any clarification in order to carry out the evaluation, it reserves the right to request for information from any Bidder, and the Bidder concerned will be obliged to respond to any request for such information and to supply the same to LSCL within such reasonable timeframe as required.

6.2. Any unsolicited information after submission of RFP shall not be entertained.

6.3. LSCL will evaluate whether Bidders who have submitted responsive RFP are qualified for further evaluation of Techno commercial and Financial Proposal for satisfactorily implementation of the Project.

6.4. Any unsolicited information after submission of RFP shall not be entertained.

6.5. This document and the appendices constitute no form of commitment on the part

of LSCL, whether in respect of the selection or otherwise. Furthermore, this RFP document confers neither the right nor expectation on any party to participate in the selection process. LSCL reserves the right to reject any or all RFP proposals, if it considers necessary to do so, and/or to withdraw/ modify the Selection Process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.

B-7 OPENING OF FINANCIAL BID & EVALUATION

a. LSCL would intimate the date and venue of the opening of the financial Proposal of only those bidders who pass through the stage of technical evaluation.

b. The Financial Bids would be opened online on the said date and venue in the presence of the representatives of the bidders who choose to be present.

Evaluation of Financial Proposal shall include the following:

(i) Check for completeness of Proposal (Part Bids shall not be accepted.)

(ii) Concession Fee quoted .

B-8 SELECTION & NOTIFICATION

8.1. The highest financially evaluated bidder would be selected as successful bidder and would be intimated through a "Notice of Award".

B-9 AWARD OF CONTRACT

9.1. Upon issuance of the "Notice of Award" the selected/preferred bidder shall have to communicate the acceptance of the contract through a "Letter of Acceptance" within 10 (ten) days of issue of the Notice of Award and sign the Concession Agreement within 30 days of issue of " Notice of Award".

9.2. If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the "Notice of Award", then LSCL reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.

9.3. The successful bidder would have to furnish Performance Security for implementation as specified in the Schedule of Agreement, before signing of the Concession Agreement and till that time, the Bid Security of the successful Bidder would remain effective and in possession of LSCL.

Appendix – 1

Letter of Application

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses)

Date:……
Chief Executive Officer
Lucknow Smart City Limited O/o
Lucknow Municipal Corporation
Trilok Nath Marg, Lalbagh
Lucknow 226001

Sir,

Being duly authorised to represent and act on behalf of ……(hereinafter "the Bidder"), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving "Construction, Operation and Maintenance of Bus-Q-Shelters on DBFOT basis".

We hereby confirm that

1. LSCL and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.

2. This application is made in the full understanding that:

a. Our bid will be subject to verification, by LSCL, of all information submitted for qualification at the time of bidding;

b. LSCL reserves the right to:

i. Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and

ii. Reject or accept any application, cancel the qualification/Bid process, and reject all applications; and

c. LSCL shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

3. Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the RFP Document.

4. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:

a. Signed so as to legally bind all partners jointly and severally; and

b. Submitted with a consortium/joint venture agreement providing the joint and several liability of all partners/ Consortium members in the event contract is awarded to us

5. As a Lead firm, we would have a minimum of 26% equity or profit sharing participation in the Joint venture/ Consortium.

6. We confirm that we agree with the terms and conditions provided in RFP and the Concession agreement. The RFP submitted by us shall be valid for the period of 120 days from the last date of submission.

7. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

Attached to this letter are certified copies of original documents defining:

a. The applicant's legal status

b. The principal place of business; and

c. The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For

bidders who are partnerships or individually -owned firms).

d. MOU (in case of consortium/Joint Venture)

e. All documents as specified in RFQ and RFP in respective envelopes

Signed-……..

Name-……...

For and On the behalf of Bidder or

Appendix – 2

General & Organisational Information

(All individual firms and all members of a Consortium need to complete the information in this form.)

1. Firm Particulars (for each firm in case of Joint Venture/Consortium)

Sl.No	Particulars	Details
1	Name of Firm	
2	Head Office Address	
3	Contact Person	
4	Fax	
5	Place of Incorporation/Registration	

2. A Power of Attorney authorizing the signatory of the bid to commit the Bidder(s).

3. Applicants shall submit the following information:

   - Legal Status
   - Place of Registration
   - Principal business and place of business

4. A certified copy of Applicant's Current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.

5. Attach Brochure and details of each Firm(s) pertaining to Ownership structure, business areas/activities, business growth revenue details, Experience details, staff details and capability statement.

Appendix - 3

FINANCIAL INFORMATION

1. Annual Turnover in Indian Rs : For the last five financial years duly certified by the Statutory Auditors of the Company

2. The bidder shall have total present net worth (on the last day of the previous financial year) duly certified by the Statutory Auditors of the Company (The net worth as indicated in audited annual accounts only shall be considered).

3. Audited financial reports for the last five years: balance sheets, profit and loss statements, summary of net cash accruals, gearing level, auditor's reports, etc. List them and attach certified copies.

Appendix - 4

EXPERIENCE RECORD

Bidders should provide information on undertaking projects as specified in eligibility criteria in NIT, in last five years (Separate Sheets for each project to be attached giving following details). A summary is also to be provided in following format.

A. Total value of eligible project works performed in the last five financial years. A separate sheet should be used for each member of the consortium/Joint Venture and shall be detailed out as indicated in the format.

Year	Name and Type of Project(s)	Value (turn Over) in Indian Rupees
2013	a. b.	
2014		
2015		
2016		
2017		

B. Summary

Year	Name of Work	Name of Client with contact details	Contract no & Date	Value of Contract	Date Started	Date Completed	Role of Applicant and Remarks

Appendix 5

FORM OF PARENT COMPANY GUARANTEE

Brief Description of Contract:

_____

_____

_____

Name and Address of Owner:

_____

_____

_____

(together with successors and assigns.),(hereinafter called the "Contractor) is submitting an offer in response to Owner's Request for Proposal and that the conditions of Owner's Request for Proposal require Contractor's offer to be supported by a parent company guarantee.

In consideration of the Owner awarding the Contract to the Contractor, we, _____, irrevocably and unconditionally guarantee to Owner as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the terms and conditions of the Contract, we undertake to indemnify the Owner, on demand in writing by the Owner, against and for all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable under the Contract.

This guarantee shall be effective when the Contract becomes effective. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if the Owner enters into the contract with a person other than the Contractor, this guarantee shall become void and ineffective. This guarantee shall continue in full force

and effect till such time it is confirmed by the Owner, in writing, that all the Contractor's obligations and liabilities under the Contract have been discharged.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Owner and the Contractor from time to time. We hereby authorize them to agree to any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Owner to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Owner, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the laws of India.

Any dispute or difference under this guarantee shall be referred for arbitration of the Chairman-cum-Managing Director of the Owner, and in case he is unable to so act, by any person nominated by him. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. Any award made pursuant thereto shall be final and binding on us.

We confirm that we shall pay the amount demanded by the Owner pursuant to this guarantee notwithstanding the reference of any dispute relating thereto to arbitration as stipulated above.

We confirm that the benefit of this guarantee may be assigned in such manner as may be deemed appropriate by the Owner.

Date : _____

Signature : _____

Appendix - 6 A

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)

(On Non – judicial stamp paper of Rs 100/- duly attested by Notary Public)

This Memorandum of Understanding (MoU) entered into this day of____2017 at_____

Among

M/s_____ (hereinafter referred to as"_____") and having registered office at_____ Member of the First Part and the Lead Partner

And

M/s_____ (hereinafter referred to as"_____") and having registered office at_____ Member of the Second Part

And

M/s_____ (hereinafter referred to as"_____") and having registered office at_____ Member of the Other Part

The expressions of _____ and _____ (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as" The Consortium" and / or "the Members" as the case may be and individually as "the Member"

WHEREAS Lucknow Smart City Limited (herein after called "Owner") has invited Bids for Construction, Operation, Maintenance and transfer of Bus-Q-Shelters on DBFOT basis (name of the work) (herein after called the "Project").

AND WHEREAS the Members have studied the Bid documents and had discussions for formation of a Consortium / JV for jointly bidding for the said Project for implementation, Operation, Maintenance and transfer of the Project (in case successful) and have reached an understanding on the following points with respect to the Members' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members will jointly submit the Bid Proposal for the said Project, execute and implement (in case successful) the same as per the terms & conditions, specifications and other obligations as per the Agreement with the Owner.

M/s _____ shall be the Lead Member of the CONSORTIUM / JV for all intents and purpose and shall:

i. be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the offer, responding to queries and submission of information/ documents, execute and implement (in case successful) the Project as per the terms & conditions, specifications and other obligations as per the Agreement with the Owner with regard to the same on behalf of the consortium

ii. represent the Consortium in its dealing with the Owner and receive instructions for and on behalf of any or all Members of Consortium

All Members of the Consortium / JV shall be jointly and severally liable for the execution and due performance of the contract with the Owner in accordance with the contract terms

All members of the consortium/JV shall be bound by all acts, representations, deeds and things of the lead member with respect to the Bid/Project.

ROLES AND RESPONSIBILITIES

Following distribution of responsibilities will be followed in the event of the CONSORTIUM Proposal is accepted by Owner.

Sl.No	Name of Member	Roles & Responsibility

That, in case successful, M/s_____ and M/s_____, (the Members of the Consortium / JV) will carry out all responsibilities as Contractor in terms of the Agreement with the Owner and have the following share for the execution & due performance of the Contract with the Owner for the said Project

Name of Member	Percentage

That this MoU shall be governed in accordance with the laws of India and Indian courts shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

That this MOU shall remain valid for the period of validity of the Offer submitted by the Consortium / JV and in case successful, till signing of the detailed Consortium Agreement for the due performance of the Contract with the Owner for the said Project.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Signed by : Witness:

1. First Party 1.

2. Second Party 2.

3. Other Party 3.

Appendix 7

CHECK LIST

Bid Documents and amendments / clarifications are submitted			
1	B.1.1	In case of Joint venture /consortium the lead partner (and strategic partner, if required) should have minimum prescribed stake	Yes/No
2	B.1.2.1 & Appendix 3	Annual Turnover –Statement duly certified	Yes/No
3	B.1.2.1 & Appendix 3	Net Worth - Statement duly certified	
4	Appendix 3	Audited Annual Reports for all members for last 5 years	
5	B.1.2.2 & Appendix 4	Experience information - Design, construction etc	
6	Appendix 2	Firm Particulars, Ownership details, Contact information	
7	Appendix 2	Article of Association and Memorandum, Details of registrations etc	
8	Appendix 2	General Experience Record	
9	Appendix 5	Parent company Undertaking	
10	Appendix 6A	MOU for Consortium/JV	
11	B.4.3.5 Appendix 2	A power of attorney, authorizing the signatory of the Bid to commit the Bidder	
12	B-13 13.1.1	Organisation Structure during construction, operation & maintenance	
13	B-13	Table -1 Table -2 Table -3	Yes/No Yes/No Yes/No
14	Appendix 8	Format for Concession Fee submitted online only	Yes/No

Note :

i. Only one figure shall be quoted for in Appendix – 8.

ii. Copy of Check List shall be with Outer Envelope, Envelope A1 as indicated.

B-10 APPRAISAL OF THE DESIGN

10.1. Design Description

Under Lucknow smart city vision, the existing bus stops/shelters are envisioned to be transformed into smart bus stop, coupled with other citizen services such as public toilets or ATM or both (wherever feasible). The existing bus stops locations are envisioned to comprise of three design modules including the following key components:

i. Smart Bus Stop for passengers to conveniently wait for the bus,

ii. An ATM for citizens to use banking services and

iii. A smart Public toilet for the convenience of the passengers as well as the general public

The three modules include the following potential combinations of the above, namely,

(a) A cluster of smart bus stop with ATM and Public Toilet: this combination is the preferred one and shall be implemented at locations wherever the available space permits.

(b) A cluster of smart bus stop with smart public Toilet or ATM (whichever is feasible)

(c) A Smart bus stop: This is the least preferred combination and shall be implemented only at those locations that are space constrained.

Selected Bidder is free to include an additional component in their design that allow them to make this project more financially feasible and at the same time provides citizens the required services. However, such components and activities associated with them should not be repugnant to the general standards of morality.

Selected Bidder has to prepare the conceptual design of BQS with allied infrastructure for every location depending upon the availability of space and get the conceptual designs approved by LSCL/LMC. The drawing of the prototype with detailed specifications has also been made the part of the tender documents as Schedule G of the Draft Concession Agreement for reference purpose only.

Selected bidder shall make the provisioning for installation of smart features like Passenger Information System, Wi- Fi, CCTV camera, GPS etc in their design.

In addition, the bidders have to provide “Rain Water Harvesting” at all possible locations. Solar Panels and Batteries for lighting in BQS and for the advertisements is preferred option. Facilities for disabled/handicapped persons are mandatory. Digital clock of superior quality shall be installed and the Concessionaire shall be responsible for display of correct time. Photo-luminous paint meeting the relevant BIS specifications as applicable to road traffic signs will be used on the BQS name plate on the front facia (below the advertisement board) for better visibility at night. To facilitate access to all commuters a ramp not steeper than 1:12 will be provided from the road level to the BQS on atleast one side.

10.2. Planning

The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans approved by the LSCL/LMC. However, in areas where deviations are necessitated due to space or location constraints, the LSCL/LMC may consider permitting such variations. The requisite services as may be essential from the users’ points of view would be provided by the Concessionaire.

10.3. Scope of Works

The project scope would include the following major activities:

10.3.1. Construction Works

This includes the following:

a. Survey of the project site for assessment of land availability to ascertain product mix

b. Designing of BQS meeting the requirement and specifications.

c. Construction of modern user and environment friendly Bus-Q-Shelters as per the design/drawings and specifications approved by LSCL/LMC.

Non completion of BQS within stipulated time period shall invite penalty as detailed in concession agreement.

10.3.2. Operational Management

This includes Bus-Q-Shelters operations i.e. regular cleaning of the shelter and its surrounding areas, functioning of user amenities, functioning of clock, display and updating of route maps and commuter information, availability of basic infrastructure requirements such as electricity, proper drainage, waste removal, etc. and any other essential task/activities would form part of operations.

Display of GPS/GSM or other technology based digital information system, will not be responsibility of the concessionaire under this agreement.

10.3.3. Maintenance Works

It will include routine and periodic maintenance works in the Bus-Q-Shelters but shall not be limited to the following:

a. Civil, electrical and mechanical works for the Bus- Q-Shelters

b. Furniture and Equipment maintenance and servicing

10.3.4. Transfer of BQS

On completion of concession period or prior termination of the contract, all the BQS shall be transferred to LSCL as provided in the Concession agreement.

The bidder shall be solely responsible for employing adequate staff to perform the obligations as provided in concession agreement. The successful bidder shall be solely responsible for complying with all the applicable laws as well as for paying the salaries, wages, dues, PF & ESI etc. of such employees. No such employee shall be deemed to be employee of LSCL for any purpose whatsoever.

10.4. Services to be Provided

10.4.1. Water Supply Arrangement: The Concessionaire shall arrange adequate water for general cleanliness of the Bus-Q-Shelter.

10.4.2. Electricity Supply: The Concessionaire shall ensure adequate electricity

supply for proper lighting of the Bus- Q- Shelter and advertisements. LSCL shall only facilitate the concessionaire for getting an electricity connection; however the concessionaire shall be solely responsible for arranging and providing the same and bear all costs for connection as well as regular payment of necessary charges. Concessionaire shall provide solar lighting at BQS (if opted).

10.4.3. Landscaping: The Concessionaire shall put flowering plants and other shrubs around each Bus-Q-Shelter to the extent possible on both sides as per the approval of the LSCL and maintain the same in good condition at all times.

10.4.4. Cleaning of the Bus-Q-Shelter: The Concessionaire shall ensure regular cleaning of the Bus-Q-Shelter.

10.4.5. Garbage Disposal: The Concessionaire shall install litterbins as specified near the Bus-Q-Shelter and disposal of the collected waste shall be the responsibility of the Concessionaire.

10.4.6. Safety & Security: The safety and security of the Bus-Q- Shelter rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.

10.4.7. Any other work as needed and agreed upon jointly by L S C L and the concessionaire.

B-11 PROJECT COST

11.1. The project cost would include the cost of construction comprising civil, electrical and other costs and the recurring annual cost associated with operation and maintenance of the BQS over the concession period. The concessionaire shall also pay required taxes such as Goods and Service Tax (GST) etc.

B-12 REVENUE GENERATION SOURCES

12.1. Bidder can generate revenue from

i. Advertisement rights on the advertisement space available on the bus shelter or allied infrastructure.

ii. User charges from public utilities on the rates as approved by applicable/relevant authorities.

iii. Rental from leasing of available commercial space (Bank ATM space/ Commercial Kiosk) developed as allied infrastructure on availability of space.

Bidder is expected to make his own estimates of revenue before submitting their Proposals. No Claim shall be entertained in this regard at any stage.

B-13 DETAILS TO ACCOMPANY RFP

13.1. Technical Proposal

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

13.1.1. Organizational Structure during Construction, Operation and maintenance period

The Bidder shall submit their proposed organizational structure during Construction, operation and maintenance stages commensurate with targeted Project Completion Schedule and O & M manual which will form the basis of Employment Schedule.

13.1.2. Construction Schedule

This shall consist of a detailed program of construction with supporting calculations, deployment of man and machine showing bar chart in sufficient details, beginning and completion of various sections of Work and the date and order in which the Bidder Proposes to carry out different parts of the Works. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Concession. The schedule shall, as a minimum, show the following details

a. The requirement of taking over of sites of Bus Q.
b. Schedule of all major activities including procurement, material testing, construction activities etc.

c. Completion of each Bus Q Shelters.

The entire work has to be completed within 24 weeks from the Commencement Date including testing of the same.

13.1.3. Operation Schedule

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the BQS including housekeeping, security/watch ward, lease agreement monitoring will form part of this schedule.

13.1.4. Maintenance Schedule

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

13.1.5. Patent Right

Bidder shall have no rights what so ever regarding patent etc. of the design and nothing shall be claimed from LSCL in this regard.

13.2. Financial Proposal

No details related to financial proposal is to be included in technical proposal. The bidder would submit the financial Proposal giving the following:

13.2.1. Cost Estimates of Bus–Q- Shelters

The bidder shall prepare a cost (item wise) and cash flow estimates for executing the work, along with a break-up of the O & M expenses for the Concession Period (Table 1 and 2). The above information is required as backup and will not be used for evaluating the financial proposal.

13.2.2. Revenue Generation Estimates

The Bidder shall indicate the estimated Revenue Generation during the concession period (Table 3).

13.2.3. Concession Fee

The bidder shall quote a fee at the rate per sqft advertisement area per month that the bidder would pay to LMC as Concession Fee during the concession period in the prescribed format given in Appendix - 8. The concession fee shall be paid in advance through an Escrow account to LMC.

Concession Fee will be payable from the date when marketing of advertisement space developed at BQS is allowed by LMC or Completion certificate by Independent Engineer is obtained for the BQS, whichever is earlier

Submission of RFP (Technical and Financial) by fax or e-mail will not be accepted. It is the responsibility of Bidder alone to ensure that its RFP (Technical and Financial) is uploaded online and delivered at the prescribed address by the stated deadline.

COST ESTIMATES

Table 1 – Construction Price Schedule

(Item-wise break up of construction cost to be indicated under the following heads)

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Sub Total (Rs. Lakhs)
1	CIVIL WORKS					
	Sub total for Civil Works					
2	Electrical Works (including Solar Panels etc.)					
	Sub total for Electrical Works					
3	Rain Water Harvesting and HORTICULTURE WORKS					
	Sub total for Rain water Harvesting and Horticulture Works					

A	TOTAL CONSTRUCTION (1+2+3)					
4	Pre-Operative Expenses					
5	Interest During Construction (IDC)					
6	Contingencies					
7	Taxes, Works Tax etc					
8	Supervision including Independent Engineer					
9	Relocation Charges (Rs. 50000/BQS)					
10	Any Other Cost Head					
B	TOTAL LANDED PROJECT COST (A+4+5+6+7+8+9+10)					

COST ESTIMATES

Table 2: Operation and Maintenance Price Schedule

Sl.	Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Operation and Maintenance cost of BQS and facilities (equipment, tools & plants, spares & inventory etc)	Per year			
2	Operation and Maintenance cost of Electrical Charges	Per year			
3	Operation and Maintenance cost towards Manpower deployed	Per year			
4	Operation and Maintenance cost towards Administration	Per year			
5	Operation and Maintenance cost towards Security	Per year			
6	Any Other Costs	Per year			
	TOTAL O & M COST				

Table 3 - SUMMARY OF COST

Sl. No.	Schedule	Sub Total (Rs.Crores)
1	TOTAL LANDED PROJECT COST (Table 1)	
2	TOTAL O & M COST (Table 2)	
	GRAND TOTAL	

FINANCIAL BID

Appendix 8

FORMAT FOR CONCESSION FEE

We agree to pay an Monthly Concession Fee at the rate of Rs_____/sqft/month (in words also) of advertisement area developed at each BQS and allied infrastructure allowed by the relevant/applicable authority from the project as indicated in this RFP document to LMC.

Authorised Signatory

(with Stamp of the concessionaire)

Note:

a. Only one figure is to be quoted. Quoting of more than one figure will make the bid liable for rejection.

b. In case the highest bid being equal in respect of more than one bidders, The bidder obtaining higher marks in technical evaluation will be considered highest bidder. In case of tie in technical marks too, Highest bidder will be selected through draw of lottery.

PART D - DRAFT CONCESSION AGREEMENT

DRAFT CONCESSION AGREEMENT

DEVELOPMENT, OPERATION

AND MAINTENANCE

OF

50 BUS QUEUE SHELTERS

ON

DBFOT BASIS

SCHEDULES	
A	PROJECT SITE
B	PROJECT FACILITY
C	PROJECT COMPLETION SCHEDULE
D	INDEPENDENT ENGINEER'S SERVICES TERMS OF REFERENCE
E	LMC ENGINEER'S SERVICES TERMS OF REFERENCE
F	DRAWINGS
G	SPECIFICATIONS AND STANDARDS
H	MINIMUM MAINTENANCE REQUIREMENTS
I	PROFORMA OF BANK GUARANTEE – I
J	PROFORMA OF BANK GUARANTEE – II
K	CONCESSION FEE
L	MEMORANDUM OF UNDERSTANDING
Resolution of Board of Directors of ----------	
Letters from the ---------- Members of Consortium	
Memorandum and Articles of Association of ----------	
Shareholder's Agreement	
Letter of Award from LMC and its acceptance	

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this the -------- day of ---------- -------- Month ------ Year at Lucknow, Uttar Pradesh.

BETWEEN

THE Municipal Commissioner, Lucknow Municipal Corporation, having its Head Office at Triloknath Marg, Lalbagh, Lucknow 226001 through Deputy Municipal Commissioner, in his executive capacity (hereinafter referred to as “LMC” or the “Concessioning Authority”, which expression shall include its successors and assigns).

AND

M/s ----------, a company incorporated under the Companies Act, 1956, having its registered office at ---------- (hereinafter referred to as the "Concessionaire" or the “Consortium”, “Company”, which expression shall include its permitted successors and assigns).

WHEREAS

A. LMC through Lucknow Smart City Ltd (LSCL) has conceived and is desirous to implement a project envisaging construction, operation and maintenance and transfer of approximately 50 Bus-Q-Shelters (more particularly described as per list in Schedule ‘A’) and hereinafter referred to as “the Project“ with private sector participation on Design, Build, Finance, Operate and Transfer (DBFOT) basis ;

B. LSCL invited tenders from eligible firms / companies / consortium/ joint venture for implementing the Project;

   In response to the aforesaid invitation for tenders, LSCL received bids from several bidders including from the Consortium through the Lead Partner of the Consortium Company for implementing the Project.

C. LSCL, after evaluating the aforesaid bids, accepted the bid submitted by the Consortium and issued the Letter dated ------- to the Consortium through Lead Partner `----------``, which was duly acknowledged by ----------.

D. In accordance with the said tender of LMC and bid submitted by the Consortium,

LMC has agreed to grant to the Concessionaire the Concession (as hereinafter defined) for the Concession Period, to design, construct, finance, operate and maintain the Project and at the end of the Concession Period to transfer the Bus-Q- Shelters to LMC, on the terms, conditions and covenants hereinafter set forth in this Agreement. The Consortium has now named itself as ----------

E. The Concessionaire, after due diligence, hereby accepts the Concession granted and undertakes to implement the Project in terms of this Concession Agreement.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein and annexed alongwith, LMC and the Concessionaire (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bound by the provisions of this Agreement,

In witness whereof the parties have executed this Agreement as of the date month and year first above written.

For and on behalf of	For and on behalf of
Lucknow Municipal Corporation	----------

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

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

"Accounting Year" means the financial year (Financial year for the purpose of turnover and net worth is acceptable as per the bidder's financial year. But the financial year for other purposes including execution/implementation/ operation and maintenance of the work pertaining to this tender will be as per the LMC's financial year i.e. from 1st April to 31st March)

"Agreement" means this Agreement including Schedules 'A' through 'L' hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

"Applicable Laws" means all laws, promulgated or brought into force and effect and all Rules and Regulations made and all Notifications and Guidelines issued there under by the Government of India, Government of Uttar Pradesh, Lucknow Municipal Corporation, Statutory Authorities and other local bodies including all judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

Applicable Permits" means all clearances, permits, authorisations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as in force from time to time.

"Change in Law" means the occurrence of any of the following after the date of this Agreement:

a. the enactment of any new Indian law;

b. the repeal, modification or re-enactment of any existing Indian law:

c. the commencement of any Indian law which has not entered into effect until the date of this Agreement ;

d. a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application by a court of record prior to the date of this Agreement ; or

e. any change in the rates of any of the taxes.

"COD" means the Commercial Operations Date of the Project which shall be the date on which the Independent Engineer has issued the Completion Certificate or the Provisional Certificate upon completion of construction of the Project and which shall, subject to the provisions of this Agreement, be not later than 4 weeks plus 24 weeks from the date of signing of this Agreement.

"Commencement Date" means the date on which the physical possession BQS such that BQS are at contiguous locations and location of each BQS is decided by LMC is delivered by LMC to the Concessionaire which shall not be later than 4 weeks from the date of this Agreement. The handing over of site shall be done in following manner:

"Completion Certificate" means the certificate issued by the Independent Engineer pursuant to Article 9.3 (d).

"Concession" shall have the meaning ascribed thereto in Article 2.1.

"Concession Fee" is the amount payable by the concessionaire to LMC for grant of concessions under this Agreement as given in Schedule K.

"Concession Period" means the period as applicable specified in Article 2.2.

"Concessionaire" means ---------- shall include its successors and permitted assigns expressly approved by LMC.

"Consortium" means the consortium consisting of (i) AAAA (ii) BBBB and (iii) CCCC formed/acting pursuant to the Memorandum of Understanding dated ---------- (Schedule 'L') entered into by them, for the purpose of bidding for the Project and in the event of being successful to implement the Project as Concessionaire by forming a Company under Companies Act 1956.

"Construction Works" means all works and tasks / activity necessary to achieve commercial operation of the Project in accordance with this Agreement.

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.

"Dispute" shall have the meaning ascribed thereto in Article 19.1.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 19.

"Drawings" means all of the drawings, designs, calculations and documents pertaining to the Project as set forth in Schedule 'F' and shall include "as built" drawings of the Project.

"LMC" means Lucknow Municipal Corporation.

"LMC Engineer" means the Engineer designated by LMC under written communication to the Concessionaire, to undertake, perform and carry out such functions, duties, responsibilities, services and activities as set forth in Schedule 'E' hereto and elsewhere in this Agreement.

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project including users thereof or which poses an immediate threat of material damage to any of the Project Assets including situation leading to relocation of Bus Q Shelters.

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having effect on the 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, and physical encumbrances and encroachments on the Project Site.

"Equity" means the sum expressed in Rupees representing the equity share capital of the Concessionaire and shall include the funds advanced by any member of the Consortium or by any of its shareholders to the Concessionaire for meeting equity component of the Total Project Cost.

"Force Majeure Event" shall have meaning ascribed thereto in Article 15.1.

"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and would mean good engineering practices in the design, engineering, construction and project management and which would be expected to result in the performance by the Concessionaire of its obligations and in the operation and maintenance of the Project in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

"Government Agency" means the Government of India, the Government of Uttar Pradesh, LMC, or any State government or government 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 Project Assets 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.

"Implementation Period" means the period beginning from the date of signing of Agreement and ending on the COD. The Implementation Period shall be the estimated construction period (not exceeding 24 weeks) plus a reasonable time (upto 4 weeks from date of signing of this Agreement) required by the Concessionaire for all preconstruction activities such as investigation/study, designing, obtaining necessary approvals etc..

"Independent Engineer" means the Independent Engineer appointed pursuant to Article 6.1.

"Indirect Political Event" shall have the meaning ascribed thereto in Article 15.3.

"LMC" means Lucknow Municipal Corporation

"Maintenance Manual" shall have the meaning ascribed to it in Article 9.5.

"Maintenance Programme" shall have the meaning ascribed to it in Article 9.6.

"Material Adverse Effect" means material adverse effect on (a) the ability of the

Concessionaire to observe and perform any of its rights and 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” means a breach by either Party of any of its obligations under this Agreement which has/ is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure within the Cure Period.

“Minimum Maintenance Requirements” means minimum maintenance requirements for the maintenance of the Project as set forth in Schedule ‘H’.

“Non Political Event” shall have the meaning ascribed thereto in Article 15.2.

"O&M" means the operation and maintenance of the Project during Operations Period including but not limited to functions of maintenance, collection and retention of Fees and charges and performance of other services incidental thereto.

"O & M Expenses" mean the expenses incurred by or on behalf of the Concessionaire, duly certified by its Statutory Auditors for all regularly scheduled and reasonably anticipated O&M functions during Operations Period, including, without limitation (a) all cost of salaries and other employee compensation and contract fee payable to the O&M Contractor, if any, (b) cost of materials, supplies, utilities and other services, (c) premium for insurance, (d) all franchise, excise, property, advertisement and all levies by government agencies other taxes and all costs and fees incurred in order to obtain and maintain all Applicable Permits necessary for the O&M of the Project/Project Facility at its full design capacity, (e) all repair, replacement and maintenance costs of the Project/Project Facility, and (f) all other expenditures required to be incurred under Applicable Law or under Applicable Permits necessary for the operation and maintenance of the Project according to the Specifications and Standards at its full design capacity.

"Operations Period" means the period commencing from COD and ending at the expiry of the Concession Period. However Bus Q Shelters completed and certified provisionally (as provided in the Agreement) shall be operated and maintained from date of issue of Provisional Certificate.

"Parties” means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually.

"Performance Security" means the Performance Security for construction or Performance Security for operation and maintenance (and for payment of Concession Fee) as applicable in terms of Article 3.

“Person” means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or Government Agency or any other legal entity.

“Political Event” shall have the meaning ascribed thereto in Article 15.4.

"Project" means the project described in Schedules ‘A’ and ‘B’ which the Concessionaire is required to design, engineer, procure, construct, operate, maintain and transfer in accordance with the provisions of this Agreement.

“Project Agreement s” means this Agreement.

"Project Assets or Project Facilities" means all physical and other assets relating to and forming part of the Project including but not limited to (i) rights over the Project Site in the form of license, right of way or otherwise, (ii) tangible assets such as civil works including foundations, embankments, pavements, drainage works, lighting facilities, sign boards, electrical works for lighting on the Project, equipment for the Project.

"Project Completion" shall have the meaning ascribed thereto in Article 9.2.

"Project Completion Schedule” means the progressive Project milestones set forth in Schedule ‘C’ for the implementation of the Project.

“Project Site” means the Bus Stops particulars whereof are set out in Schedule ‘A’ on which the Project is to be implemented and the Project Facility is to be provided in accordance with this Agreement.

"Provisional Certificate" shall have the meaning ascribed to it in *Article* 9.3(e).

"Punch List" shall have the meaning ascribed thereto in Article 9.3(e).

"Scheduled Project Completion Date" shall have the meaning set forth in Article 9.2(b).

"Specifications and Standards" means the specifications and standards relating to the

quality, capacity and other requirements for the Project as set forth in Schedule 'G' and any modifications thereof, or additions thereto as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by LMC.

"Statutory Auditors" means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Concessionaire.

"Steering Group" means the Steering Group constituted pursuant to Article 7.1.

"Termination" means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement /Concession due to expiry by efflux of time to the Concession Period in the normal course

"Termination Date" means the date on which the Termination occurs which shall be the date on which Termination Notice (as per article 16.2) has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

"Termination Payment" means the aggregate of the amounts payable by LMC to the Concessionaire under this Agreement upon Termination including Termination Payment receivable by the Concessionaire pursuant to Articles 15 and 16.

"Tests" means the tests to be carried out to determine the Project Completion and its certification by the Independent Engineer prior to commencement of commercial operation of the Project.

"Total Project Cost" means the lowest of the following:

a Actual capital cost of the Project upon completion of the Project as certified by the Statutory Auditors; or

b Total project cost as set forth in the tender Documents.

"Transfer Date" is the date of transfer of project facilities by the concessionaire to LMC

on completion of concession period or on termination of Agreement.

1.2 Principle of Interpretation

a. The Article numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.

b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organisations having legal capacity to sue and be sued in their names.

c. Words importing the singular also include the plural and vice- versa where the context requires.

d. Words importing one gender also include other gender.

e. In case of ambiguities or discrepancies in this Agreement , the following shall apply;

(i) between two Articles of this Agreement , the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;

(ii) between the Articles and the Schedules, the Articles shall prevail;

(iii) between the written description on the drawings and the Specifications and Standards, the latter shall prevail;

(iv) between the dimensions scaled from the drawings and their specific written dimensions, the latter shall prevail;

(v) between any value written in numerals and that in words, the latter shall prevail.

Any word not specifically defined herein shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

1.3 This Contract Agreement comprises of the following:

a. Notice Inviting Tender (NIT)

b. Request For Proposal (RFP) including Request for Qualifications (RFQ)

c. Bid as submitted by the Bidder

d. Notice of Award

e. Letter of Acceptance by the Bidder

f. Concession Agreement

ARTICLE 2
CONCESSION AND PROJECT SITE

2.1 GRANT OF CONCESSION

a) Subject to and in accordance with the terms and conditions set forth in this Agreement, LMC hereby grants and authorises the Concessionaire to investigate, study, design, construct, operate and maintain the Project Facility and to exercise and/or enjoy the rights to collect revenue from displaying advertisements at earmarked locations on Bus Q Shelters as set forth in this Agreement (collectively "the Concession"). The Concessionaire shall pay prescribed Concession Fee to LMC for grant of above Concession.

Stand Fee: Any Stand fee paid by Bus operator(s) to LMC will not be part of concessionaire's revenue and concessionaire has no right / claim over this.

b) The title, interest, ownership and rights with regard to Bus-Q- Shelters constructed by the Concessionaire for LMC along with fixtures/fittings provided therein shall vest with the LMC except that these will be operated and maintained by the Concessionaire during the concession period as agreed in this Agreement. Title, interest in and ownership of land remains with the land owning agency.

2.2 CONCESSION PERIOD

The Concession hereby granted is for a period of 10 years commencing from the date of signing of Agreement during which the Concessionaire is authorised to implement the Project and to operate and maintain the Project in accordance with the provisions hereof.

Provided that;

In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date of signing of Agreement and ending with the Termination Date.

2.3 ACCEPTANCE OF THE CONCESSION

The Concessionaire hereby accepts the Concession and agrees and undertakes

to implement the Project and to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

2.4 PROJECT SITE

LMC hereby undertakes to handover to the Concessionaire physical possession of the Project Site (Bus-Q-Shelters) free from Encumbrance together with the necessary rights of way/way leaves for the purpose of implementing the Project in accordance with this Agreement but subject to the rights of LMC and the land owning agency. The handing over of the sites shall commence within 30 days from the date of this Agreement.

LMC confirms that upon the Project Site being handed over pursuant to the preceding para, the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at Concessionaire's costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this Agreement.

2.5 USE OF THE PROJECT SITE

The Concessionaire shall not without prior written consent or approval of LMC use the Project Site for any purpose other than for the purposes of the Project/the Project Facility.

2.6 INFORMATION ABOUT THE PROJECT SITE

The information about the Project Site set out in Schedule 'A' is provided by LMC in good faith and with due regard to the matters for which such information is required by the Concessionaire. LMC agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Project Site, which LMC may now possess or may hereafter come to possess. LMC, however, makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Project Site.

2.7 PEACEFUL POSSESSION

LMC warrants that:

(a) the Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever for the use of Project Site or any part thereof for the project during the concession period except the payment of Concession Fee.

(b) the Concessionaire shall, subject to complying with the terms and conditions of this Agreement , remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person / Company claiming any right, title or interest in or over the Project Site or any part thereof LMC shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge which shall be limited to depreciated cost of the BQS.

2.8 RIGHTS AND TITLE OVER THE PROJECT SITE

(a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement. However the concessionaire is not to sublet any of the site/facility or to subcontract whole or part of the work/facilities.

(b) The Concessionaire shall allow access to, and use of the Project Site/ Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as LMC may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location.

(c) LMC is planning to provide suitable (such as GPS/GSM based) digital passenger information services in LMC Bus Q Shelters located in different parts of Lucknow. Such displays (including electronic advertisement rights on such displays) shall be provided and maintained by agencies selected by LMC at earmarked place. The concessionaire shall permit the same without any rights & claims. The proportion of size of route map and passenger information system shall be decided by LMC. LMC shall also have right to install by itself or through any agency/ies other facilities including security

and surveillance instruments like CCTV, information kiosks etc. as may be required under statue or by the order of the Govt. or by LMC.

(d) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site and Project Facilities subject to Article 22 herein.

ARTICLE 3
PERFORMANCE SECURITY

3.1 PERFORMANCE SECURITY

(a) The Concessionaire shall, for due and punctual performance of its obligations during the Implementation Period, deliver to LMC, simultaneously with the execution of this Agreement a bank guarantee from a Scheduled Commercial Bank (licensed by RBI) pledged in favour of Commissioner, LMC for a sum of Rs 50 Lakhs (Rupees Fifty Lakhs) as the "Performance Security for construction". This shall be returned after 60 days on successful completion of the construction of all Bus Q Shelters and after submission of the Performance Security for the Operation and Maintenance period.

(b) The Concessionaire shall for due and punctual performance of obligations during the Operations Period deliver to LMC, on or before the COD, a bank guarantee from a Scheduled Commercial Bank (licensed by RBI) pledged in favour of Commissioner, LMC for a sum of Rs. 10 Lakhs (Rupees Ten Lakhs) or three months Concession Fee payable to LMC, whichever is higher as the Performance Security for Operation and Maintenance and payment of Concession Fee. The performance security shall be submitted on or before issue of any provisional certificate as provided for in this Agreement. The concessionaire shall not be permitted to display advertisements in case such Performance Security is not submitted. After the concession period, the Performance Security for O & M period shall be returned to the Concessionaire 90 days after handing over of the BQS to LMC. The performance Security shall be returned after deducting the claims if any.

3.2 FRESH PERFORMANCE SECURITY

In the event of the encashment of the Performance Security by LMC pursuant to Encashment Notice issued in accordance with the provisions of Article 16 the Concessionaire shall within 30 (thirty) days of the Encashment Notice furnish to LMC fresh Performance Security failing which LMC shall be entitled to terminate this Agreement in accordance with the provisions of Article 16. The provisions set forth in Article 3.1 above shall apply mutatis mutandis to such fresh Performance Security.

ARTICLE 4

REVENUE

4.1 COLLECTION AND APPROPRIATION OF REVENUE FROM ADVERTISEMENT

i) Subject to the provisions of this Agreement, the Concessionaire shall during Operations Period be entitled to demand and collect revenue for display of advertisements at the Project Site as earmarked in the conceptual drawing as per the Agreement. The area of advertisement on each Bus Q Shelter shall be according to the approved design.

ii) Concessionaire can start display of Advertising immediately after completion of each Bus Shelter.

iii) If any permitted advertisement space remains unutilized, no reduction/rebate in the Concession Fee payable to LMC will be allowed under any circumstances.

4.2 The Concessionaire shall familiarize itself with and be solely responsible for compliance with all Applicable Laws including specifically in respect of display of advertisements.

ARTICLE 5
OBLIGATIONS AND UNDERTAKINGS

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement, the Parties agree and undertake as under:

5.1 GENERAL OBLIGATIONS OF THE CONCESSIONAIRE

The Concessionaire shall adhere to the provisions of this Agreement and construct the BQS as per schedule and pay the Concession Fee as per the Agreement. It may be noted that the “Time is essence of the Contract”.

The Concessionaire shall inter-alia at its own cost, expense and consequences be responsible and liable for / to

(i) Investigate, study, design, construct as per specifications, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement , Good Industry Practices and Applicable Laws;

(ii) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the Concession Period;

(iii) Ensure that services of water supply, sewerage, drainage, electricity, telephone etc. at the site or in the vicinity, encountered during the period of construction/operation/ maintenance of the Bus-Q-Shelters are not damaged. (In case of any shifting of utilities required during construction, the Concessionaire will not have to bear the charges of such shifting. However, all the coordination work with concerned Agencies including the clearances/permissions for shifting of utilities will be the responsibility of the Concessionaire).

(iv) Shifting/ relocation/dismantling of existing Bus Q Shelters after approval of LMC.

(v) 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

(vi) Provide all assistance to the Independent Engineer/LMC Engineer and Steering Group as they may reasonably require for the performance of their duties and services under this Agreement;

(vii) Provide to the LMC/Independent Engineer & Steering Group reports on a regular basis during the Implementation Period and the LMC & Steering Group during Operations Period in accordance with the provisions of this Agreement;

(viii) The Concessionaire shall adhere to the provisions of all laws of the land including municipal laws and bylaws and rules in connection with display of advertisements on Bus Q Shelters. The Concessionaire shall also pay/ ensure payment of Goods and Service Tax (GST), other taxes & levies if any, in respect of the advertisements displayed on the Bus-Q-Shelters. Concessionaire shall also adhere to the rulings of High Court and Supreme Court in this regard.

(ix) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement;

(x) Develop, implement and administer a surveillance and safety program for the Project/Project Facility and the users thereof including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;

(xi) Not place or create nor permit any worker or other person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the Concessionaire therein, save and except as expressly set forth in this Agreement;

(xii) Notwithstanding any provision in this Agreement be solely responsible for structural design, safety, stability, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards as per Agreement during construction as well Operation and Maintenance Period and be liable for any claims arising therefrom.

(xiii) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;

(xiv) Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;

(xv) Ensure that Project Site and facilities created are not defaced by any kind of writings/posters

(xvi) Follows all labour laws and regulations and pay the wages, deposit PF& ESI contributions and other dues to its workers in time. Concessionaire shall indemnify LMC from any claims in this regard and submit certificates with details of PF and ESI deposited for each of its employee (and employees of its contractors for which LMC is likely to be Principle Employer under this Contract) every quarter.

(xvii) Employ at all times adequate and suitable staff to perform its obligations under the Agreement provided that no such employee shall be deemed to be an employee of LMC for any purpose whatsoever.

(xviii) Provide bus route map as approved by LMC at each Bus-Q- Shelter.

(xix) Transfer of BQS to LMC in sound condition on the Transfer Date.

(xx) Before commencement of construction of the Project;

a) submit to the Independent Engineer with due regard to Project Completion Schedule and Scheduled Project Completion Date, its design and construction time schedule;

b) have requisite organisation and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project and to deal with the Independent Engineer/the Steering Group and to be responsible for all necessary exchange of information required pursuant to this Agreement ;

c) undertake, do and perform all such acts, deeds and tasks/activities as

may be necessary or required to adhere to the Project Completion Schedule and to achieve Project Completion under and in accordance with this Agreement ;

(xxi) At all times, afford access to the Project Site, to the Steering Group, the authorised representatives of LMC, the Independent Engineer and officer of any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection, to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

(xxii) Apply for and obtain all necessary clearances and/or approvals for the construction of Bus-Q-Shelters.

(xxiii) Bear all costs and charges/liablity for special or temporary sites required by it in connection with access to the Project Site. The Concessionaire shall obtain at its cost such facilities on or outside the Project Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

(xxiv) Be responsible for making good loss due to theft or damage to the assets immediately at its own cost and shall continue to keep the Bus-Q-Shelters operational and available for public use, at all times, within the Concession Period.

(xxv) To maintain true and correct audited books of accounts/records under the Agreement which could be inspected by LMC at any point of time after giving a reasonable notice.

(xxvi) To maintain a complaint redressal mechanism.

(xxvii) To settle all third party commitments made by the Concessionaire.

(xxviii) To settle all claims, losses etc. on account of any default/obligations under the Agreement.

(xxix) Any other obligation as necessary under the spirit of this Agreement.

5.2 OBLIGATIONS OF LMC

LMC shall:

(i) Start handing over the physical possession of the Project Site to the Concessionaire within 30 days from the date of this Agreement, free from any Encumbrance.

(ii) Grant or where appropriate provide necessary assistance as far as practicable to the Concessionaire in securing Applicable Permits, permissions and approvals required for implementation and operation of the project. However, the concessionaire shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.

ARTICLE 6
INDEPENDENT ENGINEER

6.1 APPOINTMENT OF INDEPENDENT ENGINEER

(a) LMC shall within 30 days from the date of signing of this Agreement, appoint the Independent Engineer having necessary expertise to undertake, perform and carry out the duties, responsibilities, services and activities set forth in Schedule 'D' and elsewhere in this Agreement and communicate the same to the Concessionaire. The tenure and the scope of work and the reports to be submitted by the Independent Engineer shall be as set out in the Schedule 'D'.

(b) The Independent Engineer shall submit to the Steering Group/LMC reports at least once every month or more frequently as the situation may warrant, on the progress of implementation of the Project. Such reports of the Independent Engineer shall include but not be limited to the matters and things set forth in said Schedule 'D'.

(c) The Independent Engineer shall submit bills for periodic payment in accordance with terms of its appointment to LMC. Upon certification of such bills being intimated in writing by LMC, the Concessionaire shall within 15 days of such intimation, pay to LMC 50% of the amount of the bills certified by LMC.

(d) If either party disputes any advice, instruction or decision of the Independent Engineer, the same shall be resolved in accordance with the Dispute Resolution Procedure set forth in Article 19.

6.2 TERMINATION AND FRESH APPOINTMENT

If LMC shall have reason to believe that the Independent Engineer is not discharging its duties in a fair, appropriate and diligent manner, LMC may terminate the appointment of the Independent Engineer and appoint another Independent Engineer in accordance with Article 6.1 (a) above.

ARTICLE 7
STEERING GROUP

7.1 CONSTITUTION

LMC shall within 30 days of this Agreement constitute a Steering Group comprising such persons as it deems fit which shall include 1 (one) representatives of the Concessionaire so nominated by the Concessionaire within 7 days of signing of this Agreement.

7.2 FUNCTIONS

The Steering Group shall hold meetings at least once every fortnight to review the progress during the Implementation Period and once every two months during the Operations Period. The Steering Group shall carry out such functions and exercise such powers as are determined by LMC from time to time.

ARTICLE 8
DRAWINGS

8.1 PREPARATION OF DRAWINGS

The Concessionaire shall prepare at its cost, charge and expense, shop and working Drawings for Bus –Q- Shelters in accordance with the applicable Specification and Standards. The Concessionaire may, for this purpose, adopt with or without any modifications the Drawings, if any, made available by LMC, provided, notwithstanding such adoption, the Concessionaire shall be solely responsible for the adequacy of the Design and Drawings.

8.2 REVIEW AND APPROVAL OF DRAWINGS

(a) The Concessionaire shall promptly and in such sequence as is consistent with the Project Completion Schedule, submit a copy each of all Drawings to the Independent Engineer.

(b) While forwarding the Drawings to the Independent Engineer pursuant to sub-Article (a) above, the Concessionaire shall represent that it has determined and verified that the design and engineering including field construction criteria related thereto are in conformity with the Specifications and Standards.

(c) Within 7 (seven) days of the receipt of the Drawings, the Independent Engineer shall review the Drawings and convey his comments/observations, if any, thereon to the Concessionaire with particular reference to the conformity or otherwise with the Specifications and Standards. It is expressly agreed that notwithstanding any review or failure to review by the Independent Engineer or any comments/observations of the Independent Engineer, LMC shall not be liable for the adequacy of the Drawings and that the Concessionaire shall solely be responsible thereof and shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement.

(d) If the comments/observations of the Independent Engineer indicate that the Drawings are not in conformity with the Specifications and Standards, such Drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to the Independent Engineer within 5 days for further review. The Independent Engineer shall give its observations and comments, if any, within 5

(five) days of the receipt of such revised Drawings. Provided, however, that any observations or comments of the Independent Engineer or failure of the Independent Engineer to give any observations or comments on such revised Drawings shall not relieve or absolve the Concessionaire of its obligation to conform to such Specifications and Standards.

All drawings will be approved by LMC after considering the recommendation by the Independent Engineer.

(e) The Concessionaire shall be responsible for delays in Project Completion and consequences thereof caused by reason of any Drawings not being in conformity with the Specifications and Standards and shall not be entitled to seek any relief in this regard from LMC.

(f) Within 30 (thirty) days of the COD, the Concessionaire shall furnish to LMC three copies of "as built" Drawings duly vetted by the Independent Engineer reflecting the Project as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facility.

ARTICLE 9
PROJECT IMPLEMENTATION AND OPERATIONS

9.1 MONITORING AND SUPERVISION DURING IMPLEMENTATION

(a) The Concessionaire shall submit to the Independent Engineer, a programme supported with BAR Chart for construction of the Bus Q-Shelters in a phased manner so as to cause least inconvenience to the Public. Most of the construction work shall be carried out during night hours/restricted hours (leaving peak traffic time) keeping in view the safety of pedestrian traffic. The Concessionaire shall give to the Independent Engineer, its construction schedule with complete programme for different stages of execution, including planning, designing, fabrication, and erection etc. of the Project.

(b) During the Implementation Period, the Concessionaire shall furnish to LMC / Independent Engineer fortnightly reports on actual progress of the Construction Works and furnish any other relevant information as may reasonably be required by LMC.

(c) For the purposes of determining that the Construction Works are being undertaken in accordance with BS Codes, Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such Tests at such time and frequency and in such manner as may be required by the Independent Engineer or as may be necessary in accordance with BS Codes and Good Industry Practice. The Concessionaire shall with due diligence carry out all such Tests in accordance with the instructions and under the supervision of the Independent Engineer. The Concessionaire shall promptly carry out such remedial measures as may be necessary to cure the defects or deficiencies, if any, indicated in such Test results. The Independent Engineer shall furnish the results of such Tests to the Steering Group/LMC within seven days thereof and also promptly report to the LMC the remedial measures taken by the Concessionaire to cure the defects/deficiencies if any indicated in the Test results.

(d) If the Independent Engineer reasonably determines that the rate of progress of the construction of the Project is such that the Project Completion is not feasible on or before the Scheduled Project Completion Date, it shall so notify the Concessionaire and the LMC. Thereupon, the Concessionaire shall within 15 (fifteen) days thereof notify to LMC and the Independent Engineer about the steps it proposes to take to expedite progress and make up the time so as to achieve COD.

9.2 PROJECT COMPLETION

(a) The Project shall be deemed to be complete only when the Completion Certificate is issued by the Independent Engineer in accordance with the provisions of Article 9.3 (d) (the "Project Completion").

(b) The Concessionaire guarantees that the Project Completion shall be achieved in accordance with the provisions of this Agreement on a date not later than 24 weeks from the Commencement Date ("the Scheduled Project Completion Date").

(c) If the Project Completion is not achieved by the Scheduled Project Completion Date for any reason other than Force Majeure the Concessionaire shall be liable to pay liquidated damages for delay beyond the Scheduled Project Completion Date, to the extent of Rs. 10,000 (Rs. Ten Thousand) per Bus Q Shelter per week or part thereof for delay of every week or part thereof, Provided that such liquidated damages do not exceed in aggregate Rs. 50,00,000 (Rs. Fifty Lac). Provided further that nothing contained in this sub- Article (c) shall be deemed or construed to authorise any delay in achieving Project Completion. Concessionaire agrees and accepts that these amounts represent a fair and reasonable pre-estimate of the likely damages to be suffered by LMC and shall not dispute the same in any manner.

(d) If the COD does not occur within 60 days from the Scheduled Project Completion Date, LMC shall, subject to the provisions of this Agreement relating to excuse from performance of the Concessionaire's obligations hereunder, be entitled to terminate this Agreement in accordance with the provisions of Article 16.2.

9.3 TESTS

The concessionaire has to carry out tests on all materials as required by related codes of practices at its own cost either in his own laboratory or an approved laboratory. The sampling of materials shall be also as per relevant codes and manuals.

(a) At least 30 (Thirty) days prior to the likely completion of the Project, the Concessionaire shall notify the Independent Engineer and the LMC of the same and shall give notice to them of its intent to conduct Tests. The Concessionaire shall give the Independent Engineer and the LMC at least 10 (ten) days prior notice of the actual date on which it intends to commence the Tests and at least 7 (seven) days prior notice of the commencement date of any subsequent Tests.

(b) AII Tests shall be conducted in accordance with the Applicable Laws and Applicable Permits. The LMC shall have the right to suspend or postpone any Test if it is reasonably anticipated or determined during the course of the Test that the performance of the Project or any part thereof does not meet the Specifications and Standards. The LMC may designate a representative with suitable qualifications and experience to witness and observe the Tests.

(c) The Independent Engineer shall monitor the results of the Tests to determine the compliance of the Project with the Specifications and Standards and shall provide to the LMC copies of all Test data including detailed Test results.

(d) Upon the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire a certificate (the "Completion Certificate").

(e) The Independent Engineer may at the request of the Concessionaire issue a provisional certificate of completion ("Provisional Certificate") if the Tests are successful and all parts of Project can be legally, safely and reliably opened for commercial operation though certain works or activities/tasks forming part thereof are not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within 30 (Thirty) days of the date of issue of such Provisional Certificate. Upon completion of all Punch List items to the satisfaction of the Independent Engineer, it shall issue the Completion Certificate to the Concessionaire with a copy marked to LMC. In the event of the

Concessionaire's failure to complete the Punch List items within the said period of 30 (Thirty) days, LMC may, without prejudice to any other rights or remedy available to it under this Agreement , have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to LMC on demand the entire costs incurred by LMC in completing the Punch List items.

(f) If the Independent Engineer certifies that it is unable to issue the Completion Certificate or Provisional Certificate because of events or circumstances which excuse the performance of the Concessionaire's obligations in accordance with this Agreement and as a consequence thereof the Tests could not be held or had to be suspended, the Concessionaire shall re-schedule the Tests and hold the same as soon as reasonably practicable.

(g) The Concessionaire shall bear all the expenses relating to Tests under this Agreement.

9.4 OPERATION AND MAINTENANCE

The Concessionaire shall operate and maintain the Project/Project Facility and if required, modify, repair or otherwise make improvements to the Project/ Project Facility to comply with Specifications and Standards, and other requirements set forth in this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for:

(i) Undertaking daily cleanliness of the Project Facility.

(ii) Ensuring the safety and security of the Project Facility.

(iii) undertaking routine maintenance including prompt repairs of potholes, cracks, concrete joints, lighting, clock and signage;

(iv) undertaking maintenance works in accordance with Maintenance Manual and the Maintenance Programme;

(v) preventing any encroachments or any unauthorised usage of the Project Facility;

(vi) adherence to the safety standards

(vii) ensure updation of route maps and other information as provided by concerned authority from time to time.

(viii) Ensure functioning of solar lights (if provided) and rain water harvesting.

(ix) Any other maintenance activity as required under this Agreement.

9.5 MAINTENANCE MANUAL

The Concessionaire shall in consultation with the LMC and Independent Engineer evolve not later than 30 (thirty) days before the Scheduled Project Completion Date, a manual for the regular and preventive maintenance (the "Maintenance Manual"), and shall ensure and procure that at all times during the Operations Period, the Project is maintained in a manner that it complies with the Specifications and Standards. The Concessionaire shall supply, at least one month before the COD, 5 (five) copies of the Maintenance Manual to the LMC. The maintenance manual shall be approved by the Independent Engineer and LMC.

9.6 MAINTENANCE PROGRAMME

(a) Not later than forty five (45) days before the beginning of each Accounting Year, the Concessionaire shall provide to LMC, its proposed programme of preventive and other scheduled maintenance of the Project subject to the Minimum Maintenance Requirements set forth in Schedule 'H' necessary to maintain the Project at all times in conformity with the Specifications and Standards (the "Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following:

(i) intervals and procedures for the carrying out of inspection of all elements of the Project;

(ii) criteria to be adopted for deciding maintenance needs;

(iii) preventive maintenance schedule;

(iv) intervals at which the Concessionaire shall carry out periodic maintenance; and

(v) intervals for major maintenance and the scope thereof.

(b) Maintenance shall include replacement of equipment, consumables, horticultural maintenance and repairs to equipment, pavements, structures and other civil works which are part of the Project/Project Facility.

(c) The Concessionaire shall keep the Project Facility in a clean, tidy and orderly condition free of litter and debris.

(d) The Concessionaire shall be responsible for the maintenance of the drainage within the individual Bus –Q- Shelter in accordance with Good Industry Practice.

9.7 DE-COMMISSIONING

(a) If LMC, in public interest, is of the opinion that there exists an Emergency or any other situation such as road reengineering, implementation of other projects etc. which warrants decommissioning and closure or relocation of whole or any part including shifting of the Project/Project Facility, LMC shall notify to the concessionaire to de-commission and close the whole, or the relevant part of the Project for so long as such Emergency or any other situation and the consequences thereof warrant. The LMC may issue such directions as it may deem appropriate to the Concessionaire for dealing with such Emergency or any other situation and the Concessionaire shall abide by the same.

(b) The Concessionaire shall re-commission the Project/Project Facility or the affected part thereof on receiving the instructions from LMC in this regard. In such a case the cost of relocation of the Bus Q Shelters shall be borne by the LMC at rates not exceeding those calculated as per CPWD manuals/DSR.

(c) In case the decommissioning or closure is of permanent nature then LMC will allocate alternate site if available. In case alternate locations are not made available LMC shall pay the depreciated cost of Bus Q Shelters to the concessionaire. The rate of depreciation shall be 5% per annum. The Concession Fee shall also be adjusted proportionately.

(d) Concessionaire shall not decommission any part of the Project facility without permission from LMC

9.8 RECTIFICATION OF DEFECTS

(a) Save and except as otherwise expressly provided in this Agreement, if the Project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the Specifications and Standards, quality and performance as prescribed by this Agreement.

(b) In the event the Concessionaire does not maintain and/ or repair the Project or part thereof up to and in accordance with the Specifications and Standards and / or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report, as the case may be, and fails to commence remedial works within (7) Seven days of notice, LMC shall without prejudice to its rights/remedies under this Agreement, including Termination, be entitled to undertake the repair and maintenance of the Project at the risk and cost of the Concessionaire. The Concessionaire shall, reimburse to LMC within seven days of demand the costs and expenses incurred for undertaking such repairs and maintenance.

(c) If the Concessionaire commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.

(d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:

(i) Force Majeure Event;

(ii) Compliance with a request from LMC or the directions of any Government Agency the effect of which is to close all or any part of the Project.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they can be safely operated and kept open for users.

9.9 MONITORING AND SUPERVISION DURING OPERATIONS

(a) The Concessionaire shall undertake periodic inspection of the Project in accordance with the Maintenance Manual, the Maintenance Programme,

Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the LMC.

(b) The LMC Engineer shall undertake periodic (at least once every calendar month but once every week during monsoon) inspection of the Project jointly with the Concessionaire to determine the condition of the Project including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and make out a report of such inspection (the "O&M Inspection Report') and forward it to the Concessionaire. The O&M Inspection Report shall set forth defects and deficiencies, if any, and may also require the Concessionaire to undertake such tests as may be specified by the LMC Engineer for the purpose of determining that the Project is at all times in conformity with the Specifications and Standards. The Concessionaire shall within 15 (Fifteen) days of the receipt of the O&M Inspection Report from the LMC Engineer remedy the defects and deficiencies and undertake such tests, if any, set forth therein, without any delay and furnish compliance thereto and/or results thereof to the LMC Engineer along with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies indicated in such results. Such inspection or submission of O&M Inspection Compliance Report by the Concessionaire shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever. Where the remedying of such defects or deficiencies and/or undertaking such tests is likely to take more than 30 (thirty) days in accordance with Good Industry Practice, the Concessionaire shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection Compliance Report.

ARTICLE 10
FINANCING
ARRANGEMENT

10.1 FINANCING ARRANGEMENT

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as may be necessary to finance the Project and to meet its obligations under this Agreement in a timely manner. The Project Assets/ Facilities of this Project cannot be hypothecated or used to get financing for this Project or any other project. Repayment to Lenders if any shall be protected through operation of the Escrow Account as stipulated in Article 21 of this Concession Agreement.

ARTICLE 11
CONCESSION FEE

11.1 THE CONCESSION FEE

(i) Concession fees will be payable from the date of erection of the bus shelters or the date from which LMC allows commercial operation i.e. Commercial Operation Date, whichever is earlier.

(ii) The Concession Fee for the month will be at the rate of _____Rs/sqft/month of the total advertisement area developed at the BQS and its allied infrastructure.

(iii) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including GST, any cess, levy, duty, tax or charge etc and the Concession Fee shall not be reduced for such costs.

(iv) The Concession Fee shall be paid in accordance with 11.1 (i) above in advance not later than the 10th day of the month for the current month. Any delay in payment of the concession fee will attract a simple interest of 18% per annum (1.5% per month) on the unpaid amount of Concession Fee on per day basis for the entire period of delay. The period of delay will be reckoned from the first day of the month in which the quarterly concession fee becomes due. For example, if the concession fee is paid on the 15th day of the first month of the quarter, then interest will be charged for 14 days, on the concession fee payable for that quarter.

(v) Concessionaire will deduct appropriate TDS as required under the Income Tax Act 1961 from all the payment to be made to LMC unless exemption certificate is provided by LMC. TDS certificate(s) shall be issued for such deductions.

11.2 Concessionaire specifically agrees that the Concession Fee shall be paid notwithstanding any cause whatsoever and shall not be withheld on any ground whatsoever.

ARTICLE 12
INSURANCES

12.1 INSURANCE DURING THE IMPLEMENTATION PERIOD

The Concessionaire shall, at its cost and expense, purchase and maintain during the Implementation Period such insurances as are necessary, including but not limited to the following:

(a) builders' all risk insurance;

(b) workmen's compensation insurance;

(c) third party insurances;

(d) any other insurance that may be necessary to protect the Concessionaire, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

12.2 INSURANCE DURING THE OPERATIONS PERIOD

The Concessionaire shall, at its cost and expense, purchase and maintain during the Operations Period insurance to cover against:

(a) loss, damage or destruction of the Project Facility, at replacement value;

(b) the Concessionaire's general liability arising out of the Concession;

(c) liability to third parties; and

(d) any other insurance that may be necessary to protect the Concessionaire and its employees, including rioting and all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

12.3 INSURANCE COMPANIES

The Concessionaire shall insure all insurable assets comprised in the Project Assets and/or the Project Facility through Indian insurance companies and if so permitted by LMC, through foreign insurance companies backed by Indian companies, to the extent

that insurances are necessary to be effected through them.

12.4 EVIDENCE OF INSURANCE COVER

The Concessionaire shall, from time to time, provide to LMC copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement.

12.5 APPLICATION OF INSURANCE PROCEEDS

All moneys received under insurance policies shall be deposited in Escrow Account and promptly applied by the Concessionaire towards repair or renovation or restoration of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire shall carry out such repair or renovation or restoration or substitution to the extent possible and in such manner that the Project Facility or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as it was before such damage or destruction, normal wear and tear excepted. Decision of LMC in this regard shall be final.

12.6 VALIDITY OF THE INSURANCE COVER

The Concessionaire shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Concession Period and furnish copies of the same to LMC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 15 Days' clear notice of cancellation is provided to LMC in writing. If at any time the Concessionaire fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, LMC may at its option purchase and maintain such insurance and all sums incurred by the LMC therefore shall be reimbursed by the Concessionaire forthwith on demand, failing which the same shall be recovered by the LMC by exercising right of set off against revenue or otherwise.

12.7 ALL INSURANCE POLICIES SHALL BE IN THE JOINT NAME OF CONCESSIONAIRE AND LMC.

ARTICLE 13
CHANGE OF SCOPE

13.1 CHANGE OF SCOPE

During the implementation period, the number of Bus Q Shelters can be increased or decreased without any change of conditions of this Agreement.

13.2 The project sites listed in Schedule A` of this Concession Agreement are subject to relocation if required. In case of any difficulty at a particular site LMC reserves the right to provide replacement location which shall be contiguous to the project.

ARTICLE 14

CAPACITY AUGMENTATION

14.1 CAPACITY AUGMENTATION IN THE PROJECT

(a) Deleted

ARTICLE 15
FORCE MAJEURE

15.1 FORCE MAJEURE EVENT

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Articles 15.2, 15.3 and 15.4 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

15.2 NON POLITICAL EVENT.

For purposes of Article 15.1 hereinabove, a Non-Political Event shall mean one or more of the following acts or events:

(i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, lightning, earthquake, cyclone, volcanic eruption or fire (to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works);

(ii) radioactive contamination or ionizing radiation;

(iii) general strikes or boycotts (other than those involving the Concessionaire, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period exceeding 15 (fifteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 15.3;

(iv) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of

any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by LMC;

(v) any event or circumstances of nature analogous to any of the foregoing.

15.3 INDIRECT POLITICAL EVENT

For purposes of Article 15.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year.

15.4 POLITICAL EVENT

For purposes of Article 15.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of LMC, or any other Government Agency:

(i) change in Law, only when provisions of Article 17 cannot be applied;

(ii) expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Concessionaire or of the Contractors.

15.5 EFFECT OF FORCE MAJEURE EVENT

Upon occurrence of any Force Majeure Event, the following shall apply:

(a) there shall be no Termination of this Agreement;

(b) where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;

(c) where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by

the LMC, be extended by the period for which collection of revenue remains affected on account thereof; and

(d) costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Article15.6 hereinafter.

15.6 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE

Subject to the provisions of Article 15.5 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

(a) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by LMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim;

(b) LMC may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the Concession Fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub- articles (b) or (c) as the case may be.

For avoidance of doubt, Force Majeure Costs shall not include loss of revenues or any indirect costs but only direct costs attributable to the Force Majeure Event.

15.7 DISPUTE RESOLUTION

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on

account of such Force Majeure Event.

15.8 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Article 15, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 15.

15.9 DUTY TO REPORT

The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

(a) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material affect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

(b) Any notice pursuant to this Article 15.9 shall include full particulars of:

(i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 15 with evidence in support thereof;

(ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(iii) the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of such Force Majeure Event; and

(iv) any other information relevant to the Affected Party's claim.

(c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not

less than weekly) written reports containing information as required by this Article 15.9 and such other information as the other Party may reasonably request the Affected Party to provide.

15.10 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

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

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence: and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement , it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

If the Force Majeure Event continues for more than six months, LMC may in its sole discretion terminate the Agreement.

ARTICLE 16
EVENTS OF DEFAULT
AND TERMINATION

16.1 EVENT OF DEFAULT

Notwithstanding anything herein contained, breach by Concessionaire of the terms and conditions of this Agreement, and specifically any of the following events of default means the Concessionaire Event of Default.

Concessionaire Event of Default

Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Events of Default") unless such event has occurred as a result of a LMC Event of Default or a Force Majeure Event:

(1) the Concessionaire fails to commence the Construction Works within 30 days from the Commencement Date;

(2) the Concessionaire fails to achieve COD within 24 weeks from the Commencement Date;

(3) any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;

(4) the Concessionaire creates any Encumbrance on the Project Site/ Project Facility in favour of any Person;

(5) the aggregate shareholding of the members of the Consortium/Sponsors falls below the minimum prescribed under Article 20.1 (xi) or the strategic partner reduces his shareholding or withdraws before the lock in period of 5 years;

(6) the transfer, pursuant to law of either (a) the rights and/or obligations of the Concessionaire under this Agreement, or (b) all or part control of the Concessionaire except where such transfer in the reasonable opinion of LMC does not affect the ability of the Concessionaire to perform, and the Concessionaire has the financial and technical capability to perform its

material obligations under the Agreement;

(7) a resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;

(8) any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or

reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreement s, and provided that:

(i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreement s and has a creditworthiness at least as good as that of the Concessionaire as at the Commencement Date; and

(iii) this Agreement remains in full force and effect.

(9) the Concessionaire suspends or abandons the operations of the Project without the prior consent of LMC, provided that the Concessionaire shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by LMC of its obligations under this Agreement;

(10) the Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(11) the Concessionaire suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment

continues for a period exceeding 45 days;

(12) The Concessionaire has neglected or failed to regularly and properly maintain the Bus-Q-Shelters in clean and hygienic conditions and to keep the Bus-Q-Shelters in a state of good repair at its own cost;

(13) the Concessionaire is otherwise in Material Breach of this Agreement and wishes to surrender. The surrender may be accepted only for complete package of the Bus-Q-Shelters. The decision of LMC regarding accepting the surrender shall be final and binding;

(14) repeated non-payment of salaries, wages and other dues of its employees (including employees of his contractors) including depositing PF and ESI premiums in time;

(15) the Concessionaire fails to pay the Concession Fee in time;

(16) non settlement of 3rd party claims on LMC as a consequence from the fault of the Concessionaire.

16.2 TERMINATION DUE TO EVENT OF DEFAULT

TERMINATION FOR CONCESSIONAIRE EVENT OF DEFAULT

(1) Without prejudice to any other right or remedy which LMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, LMC shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire, provided that before issuing the Termination Notice, LMC shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60(sixty) days from the date of the Preliminary Notice (Cure Period) LMC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further, that

(a) if the default is not cured within 30(thirty) days of the Preliminary Notice, LMC shall be entitled to encash the Performance Security with a notice to the Concessionaire (Encashment Notice);

(b) if the default is not cured within 30(thirty) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period in accordance with Article 3.2, LMC is entitled to issue the Termination Notice.

(2) The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement :

(i) the Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for damages caused by its breach or default;

(ii) the Cure Period shall not in any way be extended by any period of suspension under this Agreement ;

(iii) If the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by LMC or any Government Agency hereunder the applicable Cure Period shall be extended by the period taken by LMC or the Government Agency to accord the required approval.

16.3 RIGHTS OF LMC ON TERMINATION

Upon Termination of this Agreement for any reason whatsoever, LMC shall have the power and authority to:

(i) take possession and control of Project Assets forthwith;

(ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Project Assets/dealing with the Project or any part thereof;

(iii) LMC shall not be responsible for any payment due by the Concessionaire to his sub contractors / lenders or any other agencies. All such matters have to be settled by the Concessionaire.

ARTICLE 17
CHANGE IN LAW

17.1 CHANGE IN LAW

This Agreement shall be in force and binding on both the parties hereto till the expiry of the Concession Period and no change in law or other circumstances shall affect the respective rights and obligations of the parties. No claim of whatsoever nature shall be made by one party on the other on account of any such change in law or other circumstances.

ARTICLE 18
HANDOVER AND DEFECT LIABILITY PERIOD

18.1 HANDING OVER OF THE PROJECT ASSETS

Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period or prior termination of this Agreement , as the case may be, hand over free from encumbrances and peaceful possession of the Project Assets including Project Site/Facility in sound condition at no cost to LMC.

18.2 JOINT INSPECTION AND REMOVAL OF DEFICIENCY

The handing over process shall be initiated at least 6 months before the actual date of expiry of the Concession Period by a joint inspection by the LMC Engineer and the Concessionaire. The LMC Engineer shall, within 15 days of such inspection prepare and furnish to the Concessionaire a list of works/jobs/additions/alterations, if any, to be carried out to bring the Project to the prescribed level of service condition at least two months prior to the date of expiry of the Concession Period. In case the Concessionaire fails to carry out the above works, within the stipulated time period the LMC shall be at liberty to have these works executed by any other Person at the risk and cost of the Concessionaire and any cost incurred by LMC in this regard shall be reimbursed by the Concessionaire to LMC within 7 days of receipt of demand. For this purpose, LMC shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and/or to set off any amounts due, if any, and payable by LMC to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire.

18.3 RECOVERY OF BALANCE CONCESSION FEE

The Concession Fee due if any at the end on Concession Period shall be recovered by LMC from the Performance Security and the balance amount in Escrow Account. The balance remaining unrecovered amount, if any, shall be paid by the Concessionaire to LMC along with the Concession Fee payable for the

last quarter.

ARTICLE 19
DISPUTE RESOLUTION

19.1 AMICABLE RESOLUTION

(a) Save where expressly stated otherwise in this Agreement , any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-article (b) below.

(b) Either Party may require the Dispute to be referred to Commissioner, LMC for amicable settlement. Upon such reference, both the Parties and the Chairman or his nominee (who can be an employee of LMC dealing the project or otherwise) 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 resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 19.2 below.

19.2 ARBITRATION

a) Arbitrators

Any Dispute which is not resolved amicably as provided in Article 19.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of three arbitrators chosen from a panel of five arbitrators on the list of arbitrators available or furnished by with LMC. One arbitrator is to be chosen by each Party and the third to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

b) Place of Arbitration

The place of arbitration shall be Lucknow.

c) Language

The request for arbitration, the answer to the request, the terms of reference, any

written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Procedure

The procedure to be followed within the arbitration / arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

g) Performance during Arbitration

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

ARTICLE 20
REPRESENTATIONS, WARRANTIES AND DISCLAIMER

20.1 The Concessionaire represents and warrants to LMC that:

(i) it is duly organised, validly existing and in good standing under the laws of India;

(ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(iii) 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 ;

(iv) it has the financial standing and capacity to undertake the Project;

(v) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(vi) it is subject to laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

(vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or of any member of the Consortium 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 is bound or affected;

(viii) 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 outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;

(ix) 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 Concessionaire which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement ;

(x) 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;

(xi) the aggregate equity shareholding of the members of Consortium/Sponsors in the issued and paid up equity share capital of the Concessionaire shall not be less than (a) 51% (fifty one per cent) until expiry of 3 (three) years following COD, and (b) 26% (twenty six per cent) during the remaining Operations Period;

(xii) each member of Consortium was and is duly organised and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to and requested LMC to enter into this Agreement with the Concessionaire and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement ;

(xiii) subject to receipt by the Concessionaire from LMC of the Termination Payment and any other 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 Assets shall pass to and vest in L M C on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or LMC;

(xiv) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to LMC or to any Government

Concessionaire in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

(xv) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Concessionaire, to any person by way of fees, commission or otherwise for securing the Concession or entering into of this Agreement or for influencing or attempting to influence any officer or employee of LMC in connection therewith.

20.2 DISCLAIMER

(a) 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 traffic volumes, specifications and Standards, Project Site and all the information provided by LMC, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

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

ARTICLE 21
ESCROW ACCOUNT

21.1 ESCROW ACCOUNT

The Concessionaire shall open and establish an Escrow Account before the grant of first provisional completion certificate for Commercial Operation with a Scheduled Commercial Bank (Licensed by RBI) (Escrow Bank) as approved by LMC through a tripartrite Agreement and all funds constituting the Financing Package for meeting the Total Project Cost shall be credited to such Escrow Account. During Operations Period all revenues collected by the Concessionaire through advertisement shall be exclusively deposited therein.

21.1.1 Disbursements from Escrow Account

(i) The Concessionaire shall give, at the time of the opening of the Escrow Account, irrevocable instructions by way of an Escrow Agreement to the Escrow Bank instructing, inter alia, that the deposits into the Escrow Account shall be appropriated firstly for payment of Concession Fee to LMC and thereafter in the following order every month and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due unless otherwise expressly provided in the instruction letter:

(a) All taxes due and payable by the Concessionaire;

(b) All expenses in connection with and relevant to the Construction of the Project Work by way of payment to the contractors

(c) The whole or part of the expense on repair work or O&M expense incurred by LMC on account of exercise of any of its rights under this Agreement provided LMC certifies to the Escrow Bank that LMC had incurred such expenses in accordance with the provisions of this Agreement;

(d) Any payments(including concession fee) and damages due and payable by the Concessionaire to LMC pursuant to this Agreement;

(e) Payment of Provident Fund, ESI and other Statutory Instalments, if due

(f) O & M Expenses incurred by the Concessionaire directly or through O&M Contractor, if any, subject to the items and ceiling in respect thereof as set forth in the Agreement but not exceeding monthly liability on this account per month ;

(g) Monthly proportionate provision of Debt Service Payments due in an Accounting Year and payment of Debt Service Payments in the month when due;

(h) Dividends, as declared by the Concessionaire.

(ii) Notwithstanding anything to the contrary contained in the Escrow Agreement, upon termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated and dealt with in the following order:

(a) all monthly payments due to LMC from the Concessionaire under this Agreement;

(b) any payments and damages due and payable by the Concessionaire to LMC pursuant to this Agreement;

(c) all Taxes due and payable by the Concessionaire;

(d) PF, ESI and Statutory dues to its employees (including employees of its contractors);

(e) all accrued Debt Service Payments;

(f) all accrued O&M Expenses;

(g) any other payments/claims arising out of/ required to be made under/on account/attributable to this Agreement.

21.2 DURATION OF THE ESCROW ACCOUNT

The instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Article 21.1.1 above have been fully discharged.

ARTICLE 22

MISCELLANEOUS

22.1 ASSIGNMENT AND CHARGES

(a) Subject to sub-articles (b) and (c) herein below, this Agreement shall not be assigned by the Concessionaire save and except with prior consent in writing of LMC, which consent LMC shall be entitled to decline without assigning any reason whatsoever.

(b) Subject to sub-article (c) herein below, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which Concessionaire is a party except with prior consent in writing of LMC, which consent LMC shall be entitled to decline without assigning any reason whatsoever.

(c) The restraint set forth in sub-articles (a) and (b) above shall not apply to liens/encumbrances arising by operation of law in the ordinary course of business of the Project

22.2 LIABILITY AND INDEMNITY

(a) General Indemnity

(i) The Concessionaire shall indemnify, defend and hold LMC harmless against any and all proceedings, actions and, third party claims arising out of a breach by the Concessionaire of any of its obligations under this Agreement;

(ii) LMC will indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of LMC and/or arising out of a breach by LMC, its officers, servants and agents of any obligations of LMC under this Agreement.

(iii) Without limiting the generality of this Article 22.2 the Concessionaire shall fully indemnify, save harmless and defend LMC including its officers servants, agents and subsidiaries from and against any and all claims, loss and

damages, costs and expenses arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits, (b) failure in payments of taxes relating to the Concessionaire's Contractors, suppliers and representatives income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors or (d) any act or omission of Concessionaire or any of its employees, agents or representatives;

(b) Without limiting the generality of the provisions of this Article Article 22.2, the Concessionaire shall fully indemnify, save harmless and defend the LMC from and against any and all damages which the LMC may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part thereof or comprised therein is held to constitute an infringement and its use is permanently injuncted, the Concessionaire shall promptly make every reasonable effort to secure for LMC a license, at no cost to LMC, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Specifications and Standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing;

(c) In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 22.2 (the 'Indemnified Party') it shall notify the other Party (''Indemnifying Party'') within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without

the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction;

(d) Defence of Claims

(i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and its reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 22.2, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action suit or proceeding and the liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled;

(ii) If the Indemnifying Party has exercised its rights under Article 22.2(d) above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld or delayed);

(iii) If the Indemnifying Party exercises its rights under Article 22.2(d) above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and

expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

(1) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(2) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or

(3) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(4) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either;

(a) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

(b) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement; provided that if sub-Articles (2), (3) or (4) of Article 22.2(e)(iii) shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

22.3 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

22.4 WAIVER

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or 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 authorised 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 of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

22.5 SURVIVAL

Termination of this Agreement (a) shall not relieve the Concessionaire or LMC of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) 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.

22.6 AMENDMENTS

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

22.7 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 hand delivery, recognised international courier, mail, telex or facsimile transmission and

delivered or transmitted to the Parties at their respective addresses set forth below:

If to LMC: - The Municipal Commissioner
Trilok Nath Marg, Lalbagh
Lucknow 226001

If to the Concessionaire:

M/s _____
_____
_____

or such addresses, telex numbers, or facsimile numbers as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

22.8 SEVERABILITY

If for any reason whatever 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 will 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.

22.9 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

22.10 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.

22.11 EXCLUSION OF IMPLIED WARRANTIES ETC.

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

22.12 COUNTERPARTS

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

SCHEDULE – A

PROJECT SITES

The sites are subject to relocation if required. The list is indicative. In case of any difficulty at a particular site LMC reserves the right to provide replacement location which shall be contiguous to the project.

TABLE A: TENTATIVE LOCATION OF 50 BQS

(Tentative locations as given in the RFP document)

Sl.No	Location
1	Kapoorthala
2	Bakshi ka talab
3	C R P F Chauraha
4	Bhitauli
5	Babu Banarasi Das Unibersity
6	Matyari Chauraha
7	Kamta Chauraha
8	Yadunath nayak Chauraha
9	Chouk
10	Medical College
11	Dubagga Petrol Pump
12	Sitapur Bai Pass
13	New High Court
14	Hosadiya Chauraha
15	Lohiya Park
16	Paterkarpuram
17	Shikandar Bagh
18	Polytechnic Chauraha
19	Engineering college
20	Tedi Puliya,Janki Puram
21	Yatayat Park, Krishna Nagar
22	Kaisarbagh Bus Station
23	Bangla Bazar Pul
24	Parag deiry
25	Pasi Lila

26	Nishatganj
27	SGPGI
28	Teli Bagh
29	Lohiya Park Mod

Note- The list is indicative only and is subject to correction for any factual or other errors. Further, locations may be changed for reasons beyond the control of LMC. The Bidders must themselves verify sites and other details as needed for bidding.

SCHEDULE – B

PROJECT FACILITY

Following facilities are to be constructed, built, installed, erected or provided by the Concessionaire in the Project Site as per specifications provided in Schedule G and relevant codes of practices.

The Conceptual Drawing for reference only of Bus-Q-Shelter is enclosed in Schedule F.

1. B.Q.S. with provisions for smart features like Passenger Information System, CCTV Camera, GPS, etc.

2. Solar panel (Optional)

SCHEDULE – C

PROJECT COMPLETION SCHEDULE

The Project Completion Schedule as agreed to with the Concessionaire.

Sl. No.	Task Name	Start Date	Completion Date

SCHEDULE – D

INDEPENDENT ENGINEER'S SERVICES

(During Implementation Period)

TERMS OF REFERENCE

1. OBJECTIVES

The Independent Engineer shall be required to:

(i) Act independently on behalf of both LMC and the Concessionaire to review and monitor all activities associated with design, construction, operation and maintenance to ensure compliance with provisions of the Concession Agreement.

(ii) Visit, inspect, and report to LMC / Steering Group on various aspects of the project and carry out all such activities as are provided in the Concession Agreement. Without prejudice to this, the scope of services of the Independent Engineer shall be as specified in paras 2 to 4 below.

The Independent Engineer shall have no authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

2. SCOPE OF SERVICES

2.1 Pre-implementation Period

(i) Review the Project Report prepared by the Concessionaire.

(ii) Review the Implementation Schedule submitted by the Concessionaire.

(iii) Proof checking of designs, calculations and working drawings prepared by the Concessionaire for the construction of various components of the Project Facility in accordance with provisions of the Concession Agreement.

(iv) Review the adequacy of site investigations to be carried out by the Concessionaire.

(v) Review the environmental management plan for the Project during Implementation Period and Operations Period`

(vi) Review the proposed quality assurance and quality control procedures during the Implementation Period and Operations Period.

(vii) Review the safety measures proposed during Implementation Period and Operations Period.

2.2 Implementation Period

(i) Monitor quality assurance and quality control during Implementation period.

(ii) Review the material testing results, mix designs and order special tests of materials and/or completed works, and/or order removal and substitution of substandard materials and/or works as required.

(iii) Ensure that the construction work is carried out in accordance with the Specifications and Standards and Good Industry Practice.

(iv) Identify delays in completion and recommend to the Steering Group/ Concessionaire the remedial measures to expedite the progress.

(v) Review "As Built" drawings for each component of the works prepared by the Concessionaire.

(vi) Review the safety measures provided by the Concessionaire.

(vii) Supervise and monitor various Completion Tests as provided in the Concession Agreement

(viii) Issue Provisional Completion Certificate or the Completion Certificate, as the case may be, in accordance with the provisions of the Concession Agreement.

(ix) Review and approve the Maintenance Manual prepared by the Concessionaire.

2.3 General

(i) Design a Management Information System (MIS) for monitoring of the Project by LMC.

(ii) Determine and recommend changes to the Project Completion Schedule, Scheduled Project Completion Date and the Concession Period in accordance with the Concession Agreement.

(iii) Mediate and assist in resolving disputes between LMC and Concessionaire.

3. INTERACTION WITH STEERING GROUP

The Independent Engineer shall interact with the Steering Group / LMC on a regular basis.

4. REPORTING REQUIREMENTS

The Independent Engineer shall prepare and submit to the Steering Group / LMC three copies and to the Concessionaire two copies each of the following reports.

- Implementation Period
- Monthly Progress Report
- Various other reports as provided in the Concession Agreement such as Completion Report.

5. PERIODOF SERVICE

The period of services shall be the Implementation Period.

Fee of Independent Engineer

The fee of the Independent Engineer is to be shared equally by LMC and the Concessionaire.

SCHEDULE – E

LMC ENGINEER'S SERVICES

(During Operations Period)

TERMS OF REFERENCE

1. OBJECTIVES

The LMC Engineer shall be required to:

(i) To review and monitor all activities associated with operation and maintenance to ensure compliance with provisions of the Concession Agreement.

(ii) Visit, inspect, and report to Steering Group on various aspects of the Project and carry out such other activities as provided in the Concession Agreement. Without prejudice to this, the scope of services of the LMC Engineer shall be as specified in para 2 to 4.

The LMC Engineer shall have no authority to relieve the Concessionaire of any of their duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

2. SCOPE OF SERVICES

Review work plan and schedules of various operation and maintenance activities.

(i) Review and ensure compliance with Maintenance Programme, Minimum Maintenance Requirements and the Maintenance Manual.

(ii) Supervise actions undertaken by LMC's contractor(s) to carry out maintenance obligations of the Concessionaire at the risk and cost of the Concessionaire in the event of his failure to carry out the same.

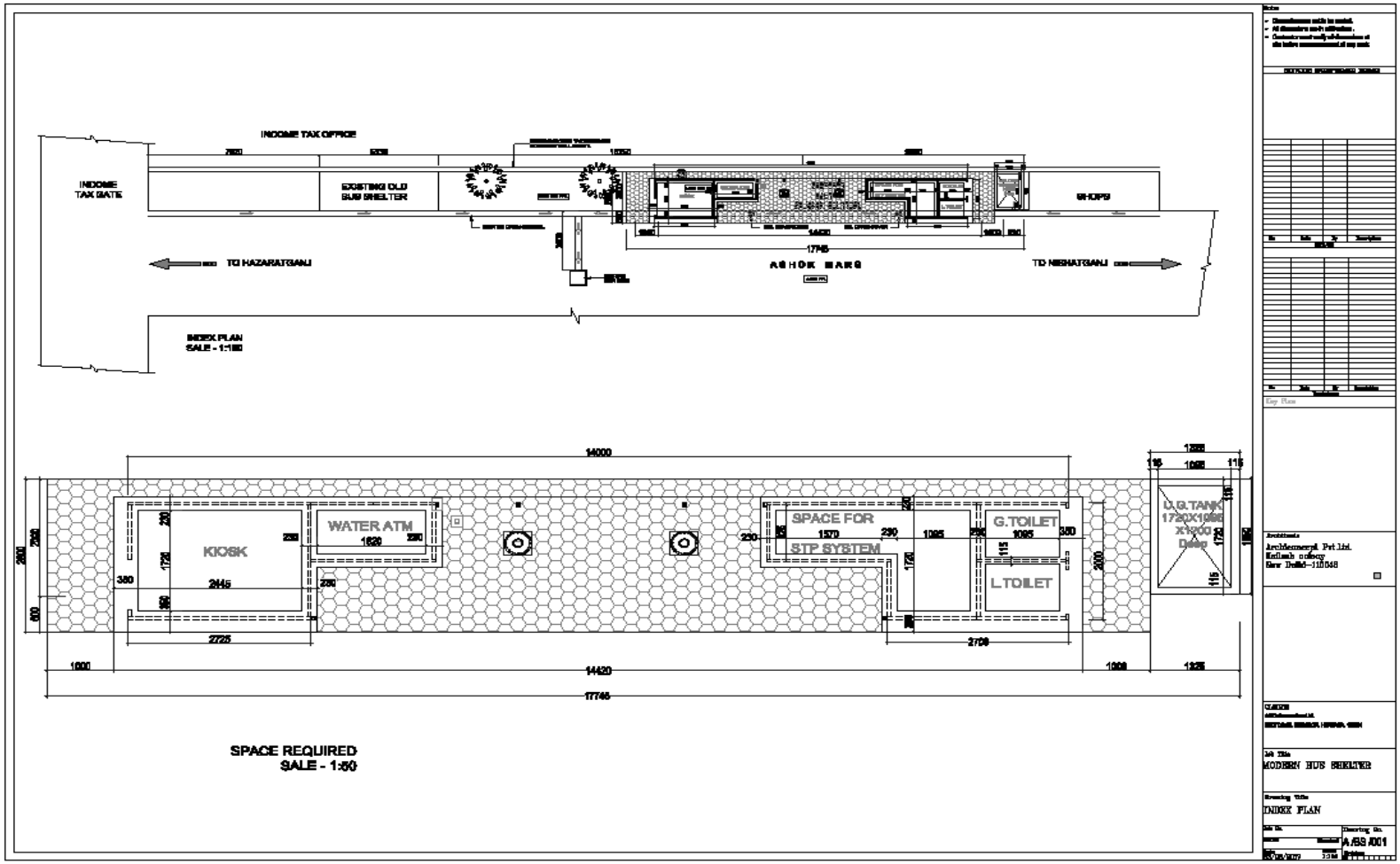
(iii) Undertake audit of the traffic using the Project at least once a month.

(iv) Review and inspect the Project at least once a month during the Operations Period and submit an Inspection Report thereafter to LMC.

(v) Mediate and assist in resolving disputes between LMC/LSCL and Concessionaire.

SCHEDULE- F DRAWINGS

The Conceptual Drawing of Bus-Q-Shelter is enclosed for reference only. Other drawings and details are as provided by the concessionaire with the bid and detailed design stage and as approved by LMC.



SCHEDULE - G

Specifications & Standards of Prototype Bus Shelter, E-Toilets and Kiosks

MOC: Glass Reinforced Plastic, Stainless Steel and Mild Steel are major components of shelter structure.

The overall size of smart bus shelter is **14000 x 2000 x 3300 mm**, which involves 1 Big Kiosk, 1 Small Kiosk, Seating area, 1 Waste Water Treatment Unit and 2 Smart Toilets.

Big Kiosk:

1. **Size-** 2700 x 2000 x 2700 mm
2. **Walls**- 50mm sandwich GRP (Modular)
    - Corner flashings- 4 Nos. (MS, long life powder coated)
3. **Roof**- 50-70 mm sandwich GRP (Modular)
4. **Door**- 40mm sandwich GRP with toughened glass window and cylindrical lock & door closer
    - GRP canopy, as per door size
5. **Window**- Double layered toughened glass window
6. **Floor**- Ivory tiles flooring
7. **Electricals and electronics** -
    - Ceiling Fan (Luminous)
    - Ceiling LED (8 W, Havells) - 4 Nos.
    - Modular Switch Boards (Garish)- 8 Module
    - Modular Switch Boards (Garish)- 6 Module
    - Modular Switch Boards (Garish)- 2 Module (Power socket for AC)
    - Modular Switch Boards (Garish)- 1 Module (Network port for ATM)
    - Concealed wiring with 1.5 mm & 4.0 mm wires (Havells) for general and heavy load respectively

Small Kiosk:

1. **Size-** 1800 x 900 x 2700 mm
2. **Walls-** 50mm sandwich GRP (Modular)
    - Corner flashings- 4 Nos. (MS, long life powder coated)
3. **Roof**- 50-70 mm sandwich GRP (Modular)
4. **Doors** – 2 Nos. - 40mm sandwich GRP with cylindrical lock & door closer
5. **Window**- Glass window with aluminum frame with brush borders (Sliding open)
6. **Floor**- Ivory tiles flooring
7. **Water Line** - Concealed water line (3/4") for installation of water ATM
8. **Electricals and electronics**
    - Ceiling Fan (Luminous)
    - Ceiling LED (8 W, Havells) - 2 Nos.
    - Modular Switch Boards (Garish) - 6 Module- 2 Nos. with power sockets
    - Concealed wiring with 1.5 mm & 4.0 mm wires (Havells) for general and heavy load respectively

Seating Area:

1. **Size** - 5000 x 2000 x 2700 mm
2. **Roof -** 50-70 mm sandwich GRP (Modular)
3. **Centre Seats (SS 304)** – 3725 x 700 mm, shape as per drawing
4. **Handicap seat (SS 304)** – 950 x 400 mm
5. **Centre columns (SS 304)** – 2 Nos. - 2700 mm (150 mm diameter up to height of 1800 mm from FFL and this section expands to 300 diameters and covers remaining 900 mm before touching roof.
    - Mobile charging points (2 Nos.) within centre columns
    - Provisions for WiFi modem, CCTV device, P.A Speakers in 300 mm diameter of centre columns
6. **Side columns -** 2 Nos. – 2700 mm (75 mm GI pipe with outer cladding of SS)
    - **Flooring**- Magic Brick flooring with vitrified tile skirting. (Magic brick is concrete brick using MSW, a product of A2Z group) or equivalent
    - Apex coating on floor and kerb stones
7. **Electricals and electronics**
    - Ceiling LED (8 W, Havells) - 11 Nos.
    - Modular Switch Boards (Garish)- 2 Module (socket for installation of digital display board)

Waste Water Treatment Unit:

1. **Size** – 1600 x 1000 x 2700 mm & 1800 x 900 x 2700 mm
2. **Walls**- 50mm sandwich GRP (Modular)
    - Corner flashings- 6 Nos. (MS, long life powder coated)
    - SS 304 louvers – 2 Nos. (600 x 300 mm)
3. **Roof**- 50-70 mm sandwich GRP (Modular)
4. **Door-** 40 mm sandwich GRP with cylindrical lock
5. **Floor-** RCC flooring
6. **Treatment tanks** – (GRP) – 3 Nos.
7. **Over hand tanks**- (GRP) - 2 Nos.
8. **GRP Filters** – 2 Nos.
9. **Water lines** - CPVC ¾" fittings – (Astral)
10. **Electricals and electronics**
    - Exhaust fan- 1 nos.- (200 mm, Crompton)
    - Ceiling LED (8 W, Havells) - 3 Nos.
    - Monoblock pumps with 24 ltr. Pressure tanks – 2 Nos.- (Crompton, 0.5 HP)
    - Air blowers – 1 Nos. – (Yash enterprises, 0.5 HP)
    - Fine air diffusers – 2 Nos.
    - Coarse air diffusers – 2 Nos.
    - MCB Panels – 2 Nos. – (L&T, 12 & 8 ways SPN double door)
    - Automation Panel and its sensors for proper automation
    - Dosing pumps – 5 Nos – (12 Volt)
    - Sump pump – 1 Nos. (0.5 HP, Demon)
    - Modular Switch Boards (Garish)- 8 Module
    - Concealed wiring with 1.5 mm & 4.0 mm wires (Havells) for general and heavy load respectively

Smart Toilet:

1. **Size-** Each Toilet – 1200 x 900 x 2700 mm
2. **Walls**- 50mm sandwich GRP (Modular)
    - Corner flashings- 4 Nos. (MS, long life powder coated)

3. **Roof**- 50-70 mm sandwich GRP (Modular)
4. **Doors** – 1 Nos. - 40mm sandwich GRP with Dead lock, SS latch & door closer
    - GRP canopy, as per door size
    - Louvers – (SS 304)
5. **Floor** – SS 304 perforated flooring with auto cleaning nozzles
6. **Closet** – SS 304 Orissa pan
7. **Cisterns** – 1 Nos. – Plastic
8. **Hand jet** – Chrome plated
9. **Wash basin** – SS 304 (300 x 150 mm)
10. **Wash basin tap** – Chrome plated
11. **Support handles** – 1 Nos. – Jaguar
12. **Soap dispenser** – 1 Nos.- Plastic
13. **Tissue paper holder**- jaguar
14. **Water lines -** Concealed water line (3/4") - Astral
15. **Electricals and electronics**
    - Exhaust fan- 1 nos.- (200 mm, Crompton)
    - Ceiling LED (8 W, Havells) - 1 Nos.
    - Canopy LED (8 W, Havells) - 1 Nos.
    - Modular Switch Boards (Garish) - 3 Module- 1 Nos.
    - Modular Switch Boards (Garish) - 2 Module- 1 Nos.
    - Concealed wiring with 1.5 mm & 4.0 mm wires (Havells) for general and heavy load respectively
    - Automation panel outside the toilet (Access switch) for floor cleaning and user status indication

Cartridge pit, Underground:

1. **Size** – 1500 x 1200 x 1200 mm
2. **Walls**- 100 mm brick
3. **Floor** – RCC flooring
4. **Underground tank** – (GRP) – 1200 x 700 x 1000 mm
5. **Cartridge holder**, with wheels and handle – (SS 304) – 600 x 600 x 450 mm
6. **Stand** – (SS 304) – 600 x 500 x 450 mm
7. **Electricals and electronics**
    - Sump pump – 1 Nos. (0.5 HP, Demon)
    - Water level sensors

External Tank:

1. **Volume** - 1000 ltr.
2. **Sump pump**- 1 Nos.- (0.5 HP, Demon)
3. **Water level sensor**

Advertisement Panels:

Location	Size	Specifications	Qty
Front adv. Panels	2000 x 1200 mm	SS 304 frame and LED fitting	2 Nos.
Backdrop adv. Panels (Big)	2200 x 1200 mm	SS 304 frame and LED fitting	1No.
Backdrop adv. Panels (Small)	1200 x 900 mm	SS 304 frame and LED fitting	2 Nos.
Side adv. Panels	2000 x 600 mm	SS 304 frame and LED fitting	2 Nos.

Specifications of Toilet Segment
Standards: Basic material (GRP) used are tested under **IS: 15061-2002** and **IS: 2583-1991** for fire retardant and hardness respectively.
Access Control: Toilet access is manual or it can be with Access Card/Coin based .Toilet exit is manual mode.
User Status Display For Toilets: Lights (Green and Red) indication with Hindi/English language outside toilet to show the status.
Automatic Floor Cleaning: Toilet floor is perforated and it gets clean automatically before and after use of toilet (Command Based)
Automatic Lights & Fan: On access of toilet lights and fan automatically switch on.
Manual Flushing: Flushing given manually in order to provide proper hygienic satisfaction to the user.
Real Time Treatment: Flushed material passes through black box, where solid is trapped in black box and water comes out which is real time treated. The trapped solid waste is composted & gets converted into fertilizer, whereas treated water used for flushing.
Non Rusting fittings: Toilet is equipped with non rusting floor, tap, and washbasin and hand jet.
Ventilation and Lightning: Proper ventilation and adequate light with exhaust fan and LED lights respectively.
Gender logo signage: Proper display of gender logo signage.
User Guide and Mfg. Details: Display of user guide and manufacturer details with Emergency contact numbers.
Soap dispensers: Soap dispensers for proper hygiene.
Dustbin: Dustbin provision for disposal of sanitary item.
Built in water tank: Unit is equipped with inbuilt water tank of 500 -750 L water.
Base of unit: Concrete base with proper finish or bottom frame with GI & MS Structure (Optional)
Eco Friendly: Eco Smart Green Toilet doesn't discharge waste outside. It recycles the water, which is used for flushing. Hence **it conserves water**.
Support structure: SS 304 railing toilet side
Unlimited use: There is no limitation of Usage.

Properties of GRP panels:

Sr. no.	Parameters	Results
1	Tensile strength N/mm2	50
2	Tensile modulus N/mm2	2540
3	Flexural strength N/mm2	75
4	Compressive strength N/mm2	90
5	Barcol Hardness BHU	40
6	Fire Retarding	Yes
7	Horizontal burning rate IS 15061:2002	< 100 mm / min
8	Vertical burning rate IS 15061:2002	< 100 mm / min
9	Temperature range	-30° C to 140° C
10	Resistant to all mild acids	Yes
11	Resistant to all mild alkalis	Yes
12	Resistant to all mild hydroxides	Yes
13	Resistant to water	Yes
14	Resistant to all mild detergent	Yes
15	Resistant to all oils	Yes
16	Resistant to all greases	Yes

SCHEDULE – H

MINIMUM MAINTENANCE REQUIREMENTS

1. All Bus Q Shelters, seats and the surrounding areas are to be kept cleaned at all times. The liter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.

2. The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Bus Q Shelters.

3. No leakage from roof to be permitted.

4. Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.

5. The lighting arrangement on Lit Shelters should be functional. Electrical safety is to be ensured for users as well as Concessionaire's staff.

6. All structural members, seating arrangements and advertisement panels are to be inspected and maintained in good condition as per the maintenance manual.

7. Broken floor tiles are to be replaced within 3 days of such event. For this purpose it is advised that the Concessionaire maintains a minimum inventory of similar tiles at his store.

8. Security of all assets to be ensured at all Bus Q Shelters.

SCHEDULE – I

PROFORMA OF BANK GUARANTEE–I

(FOR IMPLEMENTATION PERIOD)

(To be issued by a Scheduled Commercial Bank (licensed by RBI) in India)

THIS DEED OF GUARANTEE executed on this the -------day of ------2018 at ----------by----------.(Name of the Bank) having its Head/Registered office at---------- and a Branch office at ----------hereinafter to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns:

In favour of

MUNICIPAL COMMISSIONER, LMC in his executive capacity for LMC, represented by the Lucknow Municipal Corporation, having its Head office at Trilok Nath Marg, Lalbagh, Lucknow 226001. Hereinafter called "LMC" (Which expression shall include its successors and assigns):

WHEREAS

A. By the letter of the award No. --- dated ----issued by LMC to M/s ---------- having its registered office at ---------- herein after called the Consortium/ the Company has been granted the Concession to implement the project envisaging construction, operation and maintenance of 200 Bus-Q- Shelters as per schedule A on build operate and transfer basis.

B. In terms of Article 3.1(a) of the Concession Agreement, the Company is required to furnish to LMC, an unconditional and irrevocable bank guarantee for an amount of Rs.xxxxxxxxxx (Rupees xxxxxxxxx only) as security for due and punctual performance /discharge of its obligations under the Concession Agreement during the implementation period, substantially in the format annexed as Schedule 'I' to the Concession Agreement . 'Implementation Period' for the purpose of this guarantee shall mean the period from date of this guarantee to date ----------.

C. At the request of the Company, the Guarantor has agreed to provide the

guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the Implementation Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.

2. The Guarantor hereby guarantees the due and punctual performance by the Concessionaire of all its obligations under the Concession Agreement during the Implementation Period.

3. The Guarantor shall, without demur, pay to LMC sums not exceeding in aggregate Rs xxxxxxxx (Rupees xxxxxxx only), within five (5) days of receipt of a written demand thereof from LMC stating that the Company has failed to meet its performance obligations under the Concession Agreement during the Implementation Period. The Guarantor shall not go into the veracity of any demand so made by LMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/ Concessionaire/ or any other Person.

4. In order to give effect to this Guarantee, LMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by LMC or any indulgence shown by LMC to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by LMC or any indulgence shown by LMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Company of all its obligations under the Concession Agreement during the Implementation Period and by the Guarantor of all its obligations hereunder.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.

7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ---------- Bank by the hand of Shri ----------its ----------at its Head Office/----------Branch Office and authorized official.

SCHEDULE – J

PROFORMA OF BANK

GUARANTEE – II

(FOR OPERATION & MAINTENANCE PERIOD)

(To be issued by a Scheduled Commercial Bank (Licensed by RBI) in India)

THIS DEED OF GUARANTEE executed on this the -------.day of ---…….. 20-- at

……by ---------- (Name of the Bank) having its Head/Registered office at ---------- and a Branch Office at …….hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

MUNICIPAL COMMISSIONER, LMC in his executive capacity for LMC, represented by the Lucknow Municipal Corporation, having its Head Office at Trilok Nath Marg, Labagh, Lucknow 226001, hereinafter called "LMC" (which expression shall include its successors and assigns);

WHEREAS

A. By the Concession Agreement dated ---------- entered into between LMC and M/s. XXXX Limited, a company incorporated under the Companies Act, 1956 having its registered office at ---------- hereinafter called "the Company", ("the Concession Agreement") the Company has been granted the Concession to implement the project envisaging construction, operation and maintenance of – 200 Bus Q-Shelters as given in the schedule -A on build, operate and transfer basis.

B. In terms of Article 3.1(a) of the Concession Agreement, the Company is required to furnish to LMC, an unconditional and irrevocable bank guarantee for an amount of Rs.---------- (Rupees ---------- only) as security for due and punctual performance/discharge of its obligation under the Concession Agreement during the Operations Period substantially in the format annexed as Schedule 'J' to the

Concession Agreement . 'Operations Period' for the purpose of this Guarantee shall mean the period from ……..to…….

C. At the request of the Company, the Guarantor has agreed to provide the guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Concession Agreement during the Operation Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meanings assigned to them respectively in the Concession Agreement.

2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Concession Agreement during the Operation Period.

3. The Guarantor shall, without demur, pay to LMC sums not exceeding in aggregate Rs.---------- (Rupees ---------- only), within five (5) days of receipt of a written demand thereof from LMC stating that the Company has failed to meet its performance obligations under the Concession Agreement during the Operations Period[1]. The Guarantor shall not go into the veracity of any demand made by LMC and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company/Concessionaire or any other Person.

4. In order to give effect to this Guarantee LMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by LMC or any indulgence shown by LMC to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by LMC or any indulgence shown by LMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharged by the Company of all its obligations under the Concession Agreement during the Operations Period and by the Guarantor of all its obligations hereunder.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person/Body.

7. The Guarantor declares that he has the power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under_____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ---------- Bank by the hand of Shri ---------- its ----------at its Head Office / Branch Office and authorised official_____.

[1] Banks are unlikely to issue guarantee for the entire Operations Period in one stretch. Initially the guarantee may be issued for a period of 3 years. The Company shall have to keep the guarantee valid throughout the Operations Period by seeking extension from time to time.

SCHEDULE – K

DELETED

SCHEDULE - L

MEMORANDUM OF UNDERSTANDING

Where the Project is being implemented by a Consortium, the Memorandum of Understanding entered into by them for the purpose of implementing the Project may be appended.

(As submitted with the offer)