

**Volume II - Draft Concession Agreement**

**Between**

**Gangtok Smart City Development Limited**

**and**

**[•]**

**for**

**Appointment of the Concessionaire for  
Implementation of Multi-Level Car Parking cum  
Commercial Development at Old West Point School  
Area**

**on**

**Design, Build, Finance, Operate and Transfer (DBFOT)  
Basis**

**Dated [•]**

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## CONCESSION AGREEMENT

This AGREEMENT is made on this [●] day of [●], at Gangtok, Sikkim, India.

BETWEEN

**Gangtok Smart City Development Limited**, represented by the Chief Executive Officer, (hereinafter referred to as the “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and permitted assigns);

**AND**

[●], represented by [●], a [limited liability company incorporated under the Companies Act, 2013 with company registration number [●] / limited liability partnership incorporated under the LLP Act, 2008 with firm registration number [●]] and having its registered office at [●] (hereinafter referred to as the “**Concessionaire**”), which expression shall, unless the context otherwise requires, include its successors and permitted assigns.

The Authority and Concessionaire are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

### WHEREAS:

- A. The Authority is a special purpose vehicle company which came into being under the provisions of the Companies Act, 2013, and formed for the sole purpose of implementation of the smart city mission at the city level in Gangtok, Sikkim. The Authority plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Gangtok smart city development projects.
- B. The Authority, in their endeavour to improve the city’s transportation system have undertaken concerted efforts to establish a Multi-Level Car Parking and Commercial Development at the Project Site with a modern, smart, aesthetic, sleek, visitor and environment friendly in order to achieve substantial service improvement for the commuters, tourists and vehicle owners.
- C. The Authority had issued a Request for Proposal (the “**RFP**”) to prospective bidders through its Request for Proposal Notice No. [mention RFP notice no] dated [mention date of RFP release] for short listing of bidders for further evaluation of their Financial Proposal.
- D. In response to the RFP, the Selected Bidder submitted his Bid, in response to the RFP, for the Project and thereafter the Authority short-listed the Selected Bidder to form a Concessionaire along with certain other bidders (“**Qualified Bidders**”) for the opening of their Financial Proposals.
- E. The Authority, after evaluating the Bid and Financial Proposals from all Qualified Bidders, accepted the Concessionaire’s Financial Proposal, submitted as a part of the Bid and issued a Letter of Acceptance dated [mention LOA date] (“**LOA**”) to the Concessionaire, a copy whereof is hereto annexed as **Schedule A**.

- F. The Board of Directors of the Authority have approved the appointment of Concessionaire for the Project and have also passed the necessary resolutions.
- G. The Authority acknowledges that as on this day, the Concessionaire has submitted the Development Period Performance Security, in a format provided in **Schedule L**.
- H. Government of Sikkim has issued necessary notifications/orders under Applicable Laws authorizing the Authority to enter into this Agreement with the Concessionaire conferring exclusive rights to implement the Project.
- I. Pursuant to the Request for Proposal, the Selected Bidder has since promoted and incorporated the special purpose company, which is the 100% (one hundred percent) subsidiary of the Selected Bidder, as a limited liability company incorporated under the Companies Act, 2013 and amendments thereof and has requested to the Authority to accept this special purpose company as the Concessionaire, the entity which shall undertake and perform the obligations and exercise the rights of the Concessionaire under the LOA, including the obligation to enter into this Concession Agreement for executing the Project.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS CONCESSION AGREEMENT, THE SUFFICIENCY AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

## CHAPTER I: PRELIMINARIES

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1. Definitions

The following words and expressions used in this Concession Agreement and beginning with capital letters shall, unless the context otherwise requires, have the meaning hereinafter respectively ascribed to them:

“**Accounting Year**” means the financial year commencing from 1<sup>st</sup> April of any calendar year and ending on 31<sup>st</sup> March of the next calendar year. In the first year of subsistence of this Agreement, it means the period from the Effective Date to the 31<sup>st</sup> March of next calendar year. In the last year of subsistence of this Agreement, it means the period from 1<sup>st</sup> April to the Expiry Date.

“**Additional Cost**” means the additional capital expenditure and/or the additional operating costs or additional taxes or both as the case may be, which the Concessionaire has or would be required to incur, and which would have arisen as a result of Change in Scope, Change in Law.

“**Additional Facilities**” means the facilities or assets which the Concessionaire may, in his discretion and subject to Applicable Laws, provide or procure for the benefit of the Consumers,

and which are in addition to the Project Facilities, and may or may not be situated in the Project Site.

**“Adjusted Equity”** means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the **“Reference Date”**), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

- a) on or before COD for Project, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Effective Date and the Reference Date;
- b) from COD for Project and until the 2<sup>nd</sup> (second) anniversary thereof, an amount equal to the Adjusted Equity as on COD for Project shall be deemed to be the base (the **“Base Adjusted Equity”**) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD for Project to the extent of variation in WPI occurring between COD for Project and the Reference Date; and
- c) after the 2<sup>nd</sup> (second) anniversary of COD for Project, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.28% (Zero point twenty eight percent) thereof at the commencement of each month following the 2<sup>nd</sup> (second) anniversary of COD for Project and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD for Project and the Reference Date

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Termination Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made.

**“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with **Clause 31.1**.

**“Agreement”** or **“Concession Agreement”** means this Agreement, its Recitals, and Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

**“Applicable Laws”** means all laws, brought into force and effect by GOI or GOS including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

**“Applicable Permits”** shall mean all clearances, licences, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws, in order to implement the Project and to provide Project Facilities in accordance and during the subsistence of this Agreement.

**“Appointed Date”** shall mean the date of this Agreement.

“**Arbitration Act**” shall mean the Arbitration and Conciliation Act, 1996 and shall include any modifications, amendment to or any re-enactment thereof as in force from time to time.

“**Associates**” shall mean in relation to either Party, a Person who controls, is controlled by, or is under the common control with such Party. As used in this definition, the expression “control” means with respect to a Person, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the voting shares of such Person, and with respect to a Person which is not a company or corporation, the power to direct the management and policies of such Person, whether by operation of law or by contract or otherwise.

“**Authority Event of Default**” shall have the meaning ascribed thereto in **Clause 34.4.1**.

“**Bank**” shall mean a scheduled bank, i.e. a bank which is listed in the 2<sup>nd</sup> Schedule of the Reserve Bank of India Act, 1934, incorporated in India, and having a branch in the city of Gangtok.

“**Bid**” shall mean the documents in their entirety comprised in the bid submitted by the Concessionaire in response to the Request for Proposal in accordance with the provisions thereof.

“**Bidder**” shall mean the Person that has submitted its Bid for undertaking the Project and in the event of it being accepted by Authority to implement the Project through a special purpose company formed and incorporated by it in India.

“**Built-up Area**” means the permissible covered area of a building at all floor levels put together, as defined in the applicable bylaws;

“**Multi-Level Car Parking Facility**” or “**Multi-Level Car Parking**” means the Multi-Level Car Parking, comprising of 4 levels from Level 0 to Level 3, located at Old West Point School Area near M.G. Marg, Gangtok comprising of but not limited to (i) Multi-Level Car Parking Elements such as car parking bays (boarding/alighting/idle parking), car circulation area, (ii) the Common Areas and Support Infrastructure related to Multi-Level Car Parking Facilities; and (iii) Any Other Structures, works, appurtenances or facilities constructed at the Multi-Level Car Parking, more particularly described in **Schedule C**, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Project Site.

“**Project Completion Schedule**” shall mean the progressive Project milestone set forth in **Schedule J** for realization of the Project, complete in all aspects by the Scheduled Project Completion Date.

“**Change in Law**” shall have the meaning ascribed to it in **Article 38**.

“**Change in Scope**” shall have the meaning ascribed to it in **Article 20**.

“**COD for Project**” shall mean the commercial operations date of the Project, which shall be the date on which the Independent Engineer has issued the Provisional Readiness Certificate or the Readiness Certificate, for the both Multi-Level Car Parking Facilities and Commercial

Development of the Project, in accordance with the provisions of **Article 19** and certifying the successful fulfilment of the obligations of the Development Period.

**"Commercial Development"** means the commercial facilities, comprising of maximum carpet area of 13,680 Sqmtr (Level 4 to Level 10), which will include shops, office space, hotels, malls etc., the common areas (including the parking lots as applicable, the green areas, internal roads, landscape structures etc.) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (above the Multi-Level Car Parking Facility) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.

**"Commercial Operations"** means the commercial use of the Multi-Level Car Parking Facility and Commercial Development by charging, demanding, collecting, retaining and appropriating the User Charges.

**"Concessionaire"** shall mean the Person that has submitted its Bid for undertaking the Project and being accepted by the Authority as the Selected Bidder in accordance with of the Request for Proposal Document - Volume I to implement the Project through a special purpose company formed and incorporated by it in India.

**"Concessionaire's DPR"** shall mean the detailed project report in respect of the Project, including but not limited to Multi-Level Car Parking Facilities and Commercial Development, which have been prepared by the Concessionaire, and shall be submitted by the Concessionaire within 75 (seventy five) days from the Appointed Date and shall be duly approved or commented upon by the Authority within 15 (fifteen) days from the submission, or will be considered deemed approved if not duly approved or commented upon by the Authority within 15 days of submission by the Concessionaire.

**"Concessionaire Employee(s)"** shall mean the employee directly hired by the Concessionaire, to implement the Project.

**"Concessionaire Event of Default"** shall have the meaning ascribed thereto in **Clause 34.1.1**.

**"Concession"** shall have the meaning ascribed thereto in **Article 3**.

**"Concession Fee"** shall have the meaning ascribed thereto in **Article 10**.

**"Concession Period"** shall mean the period of Contract specified in **Clause 3.1**, as applicable.

**"Conditions Precedent"** shall mean the conditions set out in **Article 4**.

**"Consortium"** shall mean the consortium consisting of (i) \*\*\*\*\* (ii) \*\*\*\*\* and (iii) \*\*\*\*\* formed / acting pursuant to the Memorandum of Understanding dated \*\*\*\*\* entered into by them, for the purpose of submitted their Bid for undertaking the Project and in the event of their being accepted by the Authority to implement the Project through a special purpose company formed and incorporated by them in India.

**“Consortium Member”** shall mean the member of the Consortium consisting of (i) \*\*\*\*\* (ii) \*\*\*\*\* and (iii) \*\*\*\*\* formed / acting pursuant to the Memorandum of Understanding dated \*\*\*\*\* entered into by them, for the purpose of submitted their Bid for undertaking the Project and in the event of their being accepted by the Authority to implement the Project through a special purpose company formed and incorporated by them in India.

**“Construction Commencement Date”** shall mean, in relation to the Project, the date Concessionaire commences construction thereof and such date shall not be later than 30 (thirty) days from the date of issue of Notice to Proceed for Construction Works.

**“Construction Payment”** shall mean the additional payment due to the Concessionaire, as a result of Change in Scope.

**“Construction Works”** shall mean all works and activities required to be undertaken by the Concessionaire, pursuant to the Technical Specifications and Standards.

**“Contractor”** shall mean any Person with whom the Concessionaire has entered into / may enter into any of the Project Agreements.

**“Contamination”** shall mean all or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, waste or residue (whether in solid, semi-solid or liquid form or gas or vapour) and including without limitation genetically modified organisms.

**“Cure Period”** shall mean the period specified in the Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- b) not relieve any Party from liability to pay Liquidated Damages or compensation under the provisions of this Agreement; and
- c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that should be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval.

**“Debt Due”** shall mean the aggregate of the following sums expressed in Indian Rupees outstanding and payable to the Senior Lenders under the Financing Documents for the purpose of financing the debt component of the Estimated Project Cost as on the Termination Date:

- i. The principal amount of the debt provided by the Senior Lenders under the Financing Documents for financing the Estimated Project Cost (the **“Principal”**) but excluding any part of the Principal that had fallen due for repayment on the Termination Date.
- ii. All accrued interest, financing fees and charges payable under the Financing Documents on, or in respect of, the debt referred to in Sub-clause (a) above for the six months before Termination Date but excluding (i) any penal interest or charges

- payable under the Financing Documents to any Senior Lender, and (ii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Event of Default; and
- iii. any Subordinated Debt which is included in the Financing Package and disbursed by lenders for financing the Estimated Project Cost, provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.

**“Debt Service Payments”** shall mean the sum of all payments on account of Principal, interest due for last six months, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Documents.

**“Defect Liability Period”** shall have the meaning ascribed thereto in **Article 36**.

**“Development Period”** shall mean the period beginning from the Effective Date, for the construction of the Multi-Level Car Parking Facilities and Commercial Development, and to the end of 1,460 (one thousand four hundred and sixty days) days from thereof.

**“Development Period Performance Security”** shall mean an irrevocable bank guarantee, from the Scheduled Bank, for a value of Rs. 14.75 Crores (Rupees fourteen crore and seventy five lakh only), to be deposited by the Concessionaire, as a Performance Security, on or before signing of this Concession Agreement, that shall be valid and effective for the COD for Project or Termination of this Agreement, whichever is earlier, and refundable not later than 90 days from the expiry of the COD for Project, and as provided in the format provided at **Schedule L**. It will be proportionately reduced over a period of time, as per progress of work during Development Period.

**“Dispute”** shall have the meaning ascribed thereto in **Article 41**.

**“Dispute Resolution Procedure”** shall mean the procedure for resolution of Dispute set forth in **Article 41**.

**“Divestment Requirements”** shall mean the obligations of the Concessionaire and the Authority for and in respect of the Expiry Date of this Agreement as set forth in **Clause 35.2**.

**“Document”** or **“Documentation”** shall mean documentation printed or in written form or in digital form, tapes, discs, drawings, computer programs, writings, reports, photographs, cassettes or expressed in any other digital, written, audio or visual form.

**“Drawings”** shall mean all of the drawings, designs, calculations and documents pertaining to the Project in accordance with the Technical Specifications and Standards.

**“Easementary Rights”** shall mean all easements, reservations, rights-of-way, utilities and other similar purposes or zoning or other restrictions as to the use of real property, which are necessary or appropriate for the conduct of activities of the Concessionaire related to the Project.

“**ECS**” shall mean the equivalent car space at Multi-Level Car Parking Facility.

“**Effective Date**” means the date on which Conditions Precedent of all Parties are achieved or an earlier date that the Parties may by mutual consent determine and shall be deemed to be the date of commencement of the Concession Period. For the avoidance of doubt, every Conditions Precedent shall have been satisfied or waived prior to the Effective Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Effective Date shall be deemed to occur only when each and every Conditions Precedent is either satisfied or waived, as the case may be.

“**Emergency**” shall mean a condition or situation that is likely to endanger the safety of the Project Facilities including safety of the citizens of Gangtok thereof or which poses an immediate threat of material damage to any of the Project Assets or which poses an immediate or mid-to-long-term health risk to the citizens of the Gangtok or which poses an immediate or mid-to-long-term risk to the environmental conditions.

“**Encumbrance**” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Assets.

“**Environment Management Plan**” means the plan set out in **Schedule K**.

“**Escrow Account**” shall mean an account which the Concessionaire shall open and maintain with an Escrow Bank, in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account.

“**Escrow Bank**” shall have the meaning ascribed thereto in **Schedule V**.

“**Escrow Agreement**” shall have the meaning ascribed thereto in **Clause 27.5.1**.

“**Estimated Project Cost**” shall mean the lowest of the following:

- a) A sum of Rs 294.98 crore (Rupees two hundred ninety four crore and ninety eight lakh), as estimated by the Authority;
- b) A sum of [Rs xxxx (Rupees xxxx crore)], as estimated by the Selected Bidder in his Financial Model, as a part of Financial Proposal; or
- c) A sum of [Rs xxxx (Rupees xxxx crore)], as estimated by the Concessionaire in his Financial Model, as a part of Financial Closure

“**Equity**” means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Estimated Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily or optionally convert into equity share capital of the

Concessionaire, and any interest-free funds advanced by any shareholder of the Concessionaire for meeting such equity component.

**“Equity Documents”** shall mean collectively the documents evidencing subscription to Concessionaire’s Equity capital to the extent of Equity component of the Estimated Project Cost.

**“Existing Project Site Assets”** shall mean those Project Site assets, equipment and apparatuses that are in operations, and owned or operated & managed by the Authority within Project Site and that are in existence before the Effective Date and that are more particularly described in **Schedule N**.

**“Expiry Date”** shall mean expiry of the Agreement by efflux of time at the end of 10,950 (ten thousand nine hundred and fifty) days from the Effective Date or the Termination Date in case of the early Termination of the Agreement, which may be extended by the similar period, subject to Concessionaire’s satisfactory adherence to the provisions of the Concession Agreement.

**“Financial Close”** shall mean the date on which the Financing Documents have become effective, and the Concessionaire has access to the funds and financial assistance committed thereunder.

**“Financial Model”** shall mean a financial model, submitted by the Preferred Bidder, as a part of his Financial Proposal, reflecting a detailed calculation of various calculations for the Concession Period including but not limited to financial model assumptions, CAPEX/OPEX calculation, Concession Period calculation, profit & loss statement, balance sheet calculation, cash flow, free cash flow calculation, Equity IRR and Project IRR calculations, ratios, etc. that would have resulted into a Selected Bidder’s Financial Proposal, which would have been submitted by the Selected Bidder, in a soft copy, i.e. an MS Excel format.

**“Financing Documents”** shall mean means the documents executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures, Subordinated Debt and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Estimated Project Cost and includes amendments or modifications made.

**“Financing Package”** means the financing package of the Project furnished by the Concessionaire along with its Bid indicating the Estimated Project Cost and the means of financing thereof and shall be deemed to have been modified to the extent as submitted to the Senior Lenders and as approved by the Senior Lenders for the purposes of funding of the Project.

**“Financial Proposal”** shall mean the financial bid submitted by the Concessionaire in accordance with of the Request for Proposal Volume I.

**“Force Majeure Event”** shall have the meaning ascribed thereto in **Article 31**.

“**Gol**” shall mean Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India.

“**GOS**” shall mean Government of Sikkim, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Sikkim.

“**Good Industry Practice**” shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Person engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.

“**Government Agency**” shall mean Gol, GOS, the Authority or any central or state government or governmental department, commission, board, body, bureau, agency, Authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Site / Project Facilities 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.

“**Government Instrumentality**” shall mean any department, division or sub-division of the GOI or GOS and includes any commission, board, Authority, agency or municipal and other local Authority or statutory body including Panchayat under the control of the GOI or GOS, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“**IGAAP**” shall mean the Indian generally accepted accounting principles consistently applied.

“**Indemnifying Party**” means the Party obligated to indemnify the other Party pursuant to **Clause 39.4**.

“**Independent Engineer**” shall mean a reputed Person being a firm, company or a body corporate appointed in accordance with **Article 23** for supervision and monitoring of compliance by the Concessionaire with the Technical Specifications and Standards, more particularly to undertake, perform, carry out duties, responsibilities, services and activities set forth in **Schedule Q**.

“**Indirect Political Event**” shall have the meaning ascribed thereto in **Clause 31.3**.

“**Insurance Proceeds**” shall mean the proceeds of the insurance policies taken by the Concessionaire in terms of **Article 28** or otherwise.

“**Intellectual Property**” means all patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor,

topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

“**Lead Consortium Member**” shall mean the lead member of the Consortium as described in the Bid.

“**Lease Deeds**” shall have the meaning ascribed thereto in **Clause 16.4**.

“**Lenders’ Representative**” shall mean the person duly authorized by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes.

“**Liquidated Damages**” shall have the meaning ascribed thereto in **Clause 1.2 (o)**.

“**Maintenance Manual**” shall have the meaning ascribed to it in **Clause 21.2.1**.

“**Maintenance Programme**” shall have the meaning ascribed to it in **Clause 21.2.3**.

“**Material Adverse Effect**” shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.

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

“**Non-Political Event**” shall have the meaning ascribed thereto in **Clause 31.2**.

“**Notice to Proceed for Construction Works**” shall mean the letter issued by the Authority, on a recommendation of the Independent Engineer, to the Concessionaire, authorizing the Concessionaire to commence the Construction Works for the development of Project Facilities.

“**Operations Period**” shall mean the period commencing from COD for Project and ending at the Expiry Date.

“**Operations Period Performance Security**” shall mean an irrevocable bank guarantee, from the Scheduled Bank, for a value of Rs. 7.38 Crores (Rupees Seven crore and Thirty Eight lakh only), to be deposited by the Concessionaire, as a Performance Security, on or before COD for Project, to be renewed every Accounting Year and refundable not later than 90 days from the Expiry Date, and as provided in the format provided at **Schedule L**.

“**O&M**” shall mean the operation and maintenance of the Project that includes but is not limited to functions of operation and maintenance of the Project, address grievances, meet the Service Level Requirements and performance of other services incidental thereto.

**“O&M Contract”** means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for O&M of the Project.

**“O&M Contractor”** means the Person with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire.

**“O&M Expense”** shall mean expenses incurred by or on behalf of the Concessionaire duly certified by its statutory auditors or by the Authority, as the case may be, for all regularly scheduled and reasonably anticipated O&M during Operations Period, including, without limitation (a) all cost of salaries and other employee compensation and fees to be 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, GST, property and other similar taxes and all costs and fees incurred in order to obtain and maintain all Applicable Permits necessary for the O&M of the Project at its full design capacity, (e) all repair, replacement and maintenance costs of the Project, and (f) all other expenditures required to be incurred under Applicable Law or under Applicable Permits necessary for the O&M of the Project according to the Service Level Requirements at its full design capacity.

**“Performance Security”** shall mean the bank guarantee for performance of its obligations during the Development Period and Operations Period to be provided by the Concessionaire in accordance with **Article 7**.

**“Person”** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

**“Political Event”** shall have the meaning ascribed thereto in **Clause 31.4**.

**“Preliminary Notice”** shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Preparatory Period”** shall mean a period starting from Appointed Date and ending on the Effective Date.

**“Preservation Costs”** shall have the meaning ascribed thereto in **Clause 17.4 (b)**.

**“Project”** shall mean, among others, but not limited to the provisions of this Agreement, and more specifically ascribed in **Article 2** which the Concessionaire is required to design, engineer, procure, finance, construct, operate, maintain and transfer Multi-Level Car Parking and Commercial Development within the Project Site and in accordance with the provisions of this Agreement.

**“Project Agreements”** shall mean collectively this Agreement, and any other material contract (other than Escrow Agreement, Substitution Agreement, equity Documents and Financing Documents) entered into or may hereafter be entered into by the Concessionaire in connection with the Project.

**“Project Assets”** shall mean all physical and other assets, excluding Additional Facilities, relating to and forming part of the Project including but not limited to:

- i. Rights over the Project Site or outside the Project Site in form of license, Right of Way or otherwise;
- ii. Multi-Level Car Parking Facilities and Commercial Development within Project Site;
- iii. Project Facilities developed by the Concessionaire during the Concession Period;
- iv. All rights of the Concessionaire under the Project Agreements;
- v. Specific technology developed for the Project;
- vi. Intellectual Property Rights developed for the Project;
- vii. Financial assets, such as security deposits for electricity supply, telephone, etc.;
- viii. Insurance proceeds;
- ix. Applicable Permits and authorization relating to or in respect of the Project; and
- x. Any other civil works and plants & equipment constructed and installed by the Concessionaire during the Concession Period for the Project.

**“Project Completion”** shall have the meaning ascribed thereto in **Clause 18.1**.

**“Project Facilities”** shall mean the physical facilities including, but not limited to, all Existing Project Site Assets as enlisted in **Schedule N** or re-developed Existing Project Site Assets, Multi-Level Car Parking and Commercial Development constructed and installed during the Concession Period for the implementation of the Project.

**“Project Grant”** shall mean a fixed financial assistance, capped at **[XX]**% of the Estimated Project Cost, to be determined through the Bid submitted by the Preferred Bidder, and payable by the Authority to the Concessionaire in accordance with **Schedule M**.

**“Project Requirements”** shall mean collectively the Technical Specifications and Standards and Service Level Requirements or any of them as the context may admit or require.

**“Project Site”** shall mean the area within the jurisdiction of Authority, as detailed in **Schedule E**, where the Existing Project Site Assets are located, on which the Project is to be implemented and the Project Facilities are to be provided by the Concessionaire in accordance with the Concession Agreement, and where the Concessionaire shall provide the Services and as set out in this Agreement, as specified in **Schedule C** and **Schedule D**.

**“Provisional Readiness Certificate”** shall mean the certificate that may be issued by the Independent Engineer pending completion of the Punch List items in accordance with **Clause 19.5**.

**“Punch List”** shall have the meaning ascribed thereto in **Clause 19.5**.

**“RBI”** shall mean the Reserve Bank of India.

**“Readiness Certificate”** shall mean the certificate issued by the Independent Engineer certifying completion of construction of the Project Facilities by the Concessionaire in accordance with the Technical Specifications and Standards, and in accordance with **Clause 19.4**.

**“Reference Exchange Rate”** means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Gangtok by the State Bank of India, and in the absence of such rate, the rate quoted in Mumbai by the State Bank of India.

**“Re. or Rs. or Rupees or Indian Rupees or INR”** refers to the lawful currency of the Republic of India.

**“Right of Way”** means the constructive possession of the Project Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Multi-Level Car Parking and Commercial Development in accordance with this Agreement.

**“Safety Consultant”** shall have the meaning set forth in **Schedule X**.

**“Safety Requirements”** shall have the meaning set forth in **Schedule X**.

**“SBI PLR”** means the prime lending rate per annum for loans with 1 (one) year maturity as fixed from time to time by the State Bank of India, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by the Bank of Baroda and the Punjab National Bank and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties.

**“Scheduled Project Completion Date”** shall mean, in relation to Project Facilities, to be developed by the Concessionaire, on or before expiry of the Development Period in accordance with **Clause 18.3**.

**“Security Interest”** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law;

**“Senior Lenders”** means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Documents for meeting all or any part of the Estimated Project Cost and who hold pari passu charge on the assets, rights, title and interests of the Concessionaire.

**“Selected Bidder”** shall have the meaning ascribed thereto in Request for Proposal.

**“Service Level Requirements”** shall mean the service level requirements specified at **Schedule P**, which are to be adhered by the Concessionaire during the Concession Period.

**“Shareholders’ Agreement”** shall mean the shareholder agreement between the equity holders of the Concessionaire, including but not limited to the roles & responsibilities of each equity holder, equity stake and voting and any other special rights of each equity holder, board

and management control of the Concessionaire, dispute resolution mechanism, exit options available for each equity holder, and corporate governance of the Concessionaire.

“**Site Conditions**” shall mean, at any time, the condition of the Project Site including (but not limited to) climatic, hydrological, hydrogeological, ecological, environmental, geotechnical and archaeological conditions.

“**SOR**” shall mean the schedule of rates of a respective government department.

“**Specifications and Standards**” means collectively the Technical Specifications and the Service Level Requirements for the Multi-Level Car Parking Facility or either of them as the context admits or requires.

“**Statutory Auditors**” means a reputed firm of chartered accountants duly licensed to practice in India acting as statutory auditors of the Concessionaire.

“**Steering Committee**” shall have the meaning ascribed thereto in **Article 30**.

“**Subordinated Debt**” shall mean the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Termination Date:

- a) the principal amount of debt provided by lenders or the Concessionaire’s shareholders for meeting the Estimated Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
- b) all accrued interest on the debt referred to in Sub-clause (a) above for last six months but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency.

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire’s shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.

“**Substitution Agreement**” shall mean the tripartite agreement substantially in the form set out at **Schedule S**, to be entered into between the Senior Lenders, Authority and the Concessionaire.

“**Suspension**” shall have the meaning set forth in **Clause 32.1**.

“**Taxes**” shall mean any taxes, applicable in India, including, but not limited to Goods and Services Tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

“**Technical Specifications and Standards**” shall mean the requirements as to construction of the Project, i.e. Multi-Level Car Parking Facilities and Commercial Development, as set forth in **Schedule F**.

“**Termination**” shall mean early termination of this Agreement pursuant to 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 due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“**Termination Notice**” shall mean the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

“**Termination Payment**” shall mean the amount payable by the Authority to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Estimated Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD for Project, the Concessionaire shall notify to the Authority, the Estimated Project Cost as on COD for Project and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Estimated Project Cost.

“**Tests**” shall mean the tests to be carried out in accordance with the Technical Specifications and Standards or Service Level Requirements.

“**Third Party**” means any Person, real or judicial, or entity other than the Authority and the Concessionaire.

“**Users**” means Persons and entities using the Multi-Level Car Parking Facility.

“**User Charges**” means the fees, charges, levies, tariffs, prices, license fees, royalties, service charges, advertisement revenues, parking fees from parking lots/facilities in the Multi-Level Car Parking Facilities or all sources of revenue or amounts of money by whatever name called that are payable at any time and from time to time by any Person/entity/User to the Concessionaire in respect of the Multi-Level Car Parking Facility.

“**Vacant Possession**” means delivery of possession of the lands comprising the Project Site, free from all Encumbrances, Encroachments and the grant of all Easementary Rights and all other rights appurtenant thereto.

“WPI” means the Wholesale Price Index for all commodities as published by RBI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.

## 1.2. Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. references to Applicable Law shall include laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Republic of India;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words “include” and “including” are to be construed without limitation;
- f. references to “construction” include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- g. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- h. any reference to day shall mean a reference to a Gregorian calendar day;
- i. any reference to month shall mean a reference to Gregorian calendar month;
- j. the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- k. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- l. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- m. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;
- n. unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; and
- o. the Liquidated Damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-

estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Liquidated Damages**”).

### 1.3. **Measurements and Arithmetic Conventions**

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

### 1.4. **Priority of contract documents and errors / discrepancies**

1.4.1. The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in order they are set out, i.e. document at (i) below shall prevail over the document at (ii) below:

- i. Amendments to this Agreement
- ii. This Agreement along with the Schedules
- iii. Letter of Acceptance
- iv. Addendum / Corrigendum to the Request for Proposal (if any)
- v. Clarifications issued by the Authority dated [●] during the Bidding Process
- vi. Request for Proposal document, and
- vii. All other documents forming part of this Agreement

1.4.2. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- i. Between two Clauses of this Agreement, the provisions of specific clause relevant to the issue under consideration shall prevail over those in other Clauses;
- ii. Between the Clauses and the Schedules, the Clauses shall prevail save as otherwise expressly set forth in **Clause 1.4.1**;
- iii. Between the written description on the drawings and the Technical Specifications and Standards, the latter shall prevail;
- iv. Between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail;
- v. Between any value written in numerals and that in words, the latter shall prevail.

## 2. **SCOPE OF THE PROJECT**

The Scope of the Project shall be in accordance with Scope of Work for Multi-Level Car Parking Facility and Scope of Work for Commercial Development as stipulated at **Schedule C** and **Schedule D** respectively.

## CHAPTER II: GRANT OF CONCESSION

### 3. GRANT OF CONCESSION

- 3.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants to the Concessionaire and the Concessionaire hereby accepts the Concession for a period of 30 (thirty) years commencing from the Effective Date and ending on the Expiry Date (the “**Concession Period**”), i.e. 10,950 (ten thousand nine hundred and fifty) days, which will be extendable, by another 26 years, subject to Concessionaire adhere to the terms & conditions of the Concession Agreement, including the exclusive right, license and Authority during the subsistence of this Agreement to implement the Project and the Concession in respect of the Project.
- 3.2. Subject to and in accordance with the terms and conditions set forth in this Agreement, the Contract hereby granted shall oblige the Concessionaire to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and Applicable Permits:
- a) To demolish existing Multi-Level Car Parking Facility at the Project Site;
  - b) To design, refurbish, and construct Multi-Level Car Parking Facility and Commercial Development in accordance with this Agreement;
  - c) To investigate, study, design, engineer, procure, construct, operate and maintain the Multi-Level Car Parking Facility and Commercial Development in accordance with this Agreement and / or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement to provide the services in Project Site (“**the Concession**”);
  - d) To enter upon and use the Project Site including all rights of way and easements relating to the Project to perform its rights and obligations under this Agreement free of charge, including the right to conduct any kind of work in the streets and other public places of the Project Site, in order to develop the Multi-Level Car Parking Facility and Commercial Development, and provide Services at Project Site during the Concession Period;
  - e) Demand, charge, collect, retain and appropriate User Charges, and lease from Commercial Development, advertisement revenue and other revenues defined in Concession Agreement;
  - f) Manage and handle the four wheelers’ and/or two wheelers’ movement within the Multi-Level Car Parking Facility;
  - g) Manage and handle the movement of pedestrian traffic and intermediate public transport/other vehicles within the Multi-Level Car Parking Facility;
  - h) Manage and handle the allocation of commercial area within Commercial Development;

- i) To receive the Construction Payment and Project Grant, and to receive all and any compensation in accordance with this Agreement;
- j) To fulfill its obligations under this Agreement, the Concessionaire shall have the right to undertake activities either by itself or through subcontracting arrangements;
- k) To exercise such other rights as the Authority may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the Services having regard to the needs of the citizens of the Authority;
- l) To bear and pay all expenses, costs and charges incurred in the fulfillment of all the Concessionaire's obligations under this Agreement;
- m) To file first information report with police department regarding unauthorized / illegal connections, damages to the Project Facilities by any Person, etc.; and
- n) Not to assign or create any lien or Encumbrance on the Contract hereby granted or on the whole or any part of the Project nor transfer, lease or part possession therewith save and except as expressly permitted by this Agreement or the Substitution Agreement.

#### **4. CONDITIONS PRECEDENT**

- 4.1. The Concessionaire and the Authority shall fulfil their respective Conditions Precedent during the Preparatory Period, which shall be 365 days from the Appointed Date.
- 4.2. The rights and obligations of the Concessionaire shall be subject to the satisfaction in full of the following conditions precedent to be fulfilled unless any such condition has been waived. The Concessionaire shall make all reasonable endeavours to procure the satisfaction in full of the Conditions Precedent set out below. Each Party shall bear its respective cost and expense of satisfying such Conditions Precedent.
- 4.3. Concessionaire's Conditions Precedent
  - 4.3.1. The Concessionaire shall fulfil following Conditions Precedent, before expiry of the Preparatory Period, before the Authority issue the Notice to Proceed for Construction Works to the Concessionaire:
    - a) The Concessionaire shall have provided Development Period Performance Security.
    - b) The Concessionaire shall have prepared Concessionaire's DPR and got it approved by the Independent Engineer and the Authority.

- c) The Concessionaire shall have prepared following plans and got it approved by the Independent Engineer and the Authority:
  - i. Construction and rehabilitation of Multi-Level Car Parking Facilities and Commercial Development;
  - ii. Plan for maintenance of all Project Assets;
  - iii. Environment Management Plan;
  - iv. Plan for putting in place a consumer complaint recording and monitoring system; and
  - v. Detailed employee deployment plan
- d) The Concessionaire shall have provided evidence in the form of Financing Documents and Equity Documents, reasonably acceptable to the Authority that the Concessionaire has the funds available to undertake the Project.
- e) The Concessionaire shall have provided evidence, reasonably accepted to the Authority that the Concessionaire has funds available to incur the 50% (fifty percent) of the total fees to be paid to the Independent Engineer.
- f) The Concessionaire shall have obtained all Applicable Permits, at its own cost, and as per **Schedule G** for the implementation of the Project, including licenses, consents, exemptions, permissions and approvals from the government agencies concerned necessary or desirable for development of the Project Facilities and as required under Applicable Law;
- g) All of the representations and warranties of the Concessionaire are true and correct as on the Appointed Date;
- h) The Authority shall have received from the Concessionaire's copies, duly notarized, of the constitutional documents, including but not limited to Shareholders' Agreement, articles of association, memorandum of association, and incorporation certificate of the Concessionaire;
- i) The Authority shall have received copies, duly notarized, of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance by the Concessionaire of this Agreement and each of the Project Agreements;
- j) The Concessionaire shall have executed the Substitution Agreement;
- k) The Concessionaire shall have executed the Escrow Agreement;
- l) The Concessionaire shall have opened the Escrow Account with an Escrow Agent;
- m) The Concessionaire shall have obtained, or caused to be obtained, the Project insurances in accordance with **Article 28**; and
- n) The Concessionaire shall have fulfilled any other task or obligation as specified in the LOA

4.4. Authority's Conditions Precedent

4.4.1. The Authority shall fulfil following Conditions Precedent, before expiry of the Preparatory Period:

- a) The Authority shall have received and approved the Concessionaire's DPR;
- b) The Authority shall have handed over to the Concessionaire Possession of the Project Site, including but not limited to Existing Project Site Assets for development of Multi-Level Car Parking Facilities and Commercial Development.
- c) Procured for the Concessionaire the Right of Way to the Project Site in accordance with the provisions of **Clause 5.1 (a)**
- d) The Authority shall have granted to the Concessionaire or caused to be granted to the Concessionaire all necessary rights and other Easementary Rights in order to permit design, construction, testing, commissioning and operation and maintenance of the Project Facilities;
- e) The Authority shall have granted or caused to be granted all Applicable Permits, as per **Schedule G** for the Project including licenses, consents, exemptions, permissions and approvals from the government agencies concerned necessary or desirable for development of the Project Facilities in the form and substance satisfactory to the Concessionaire provided that the Concessionaire has made the applicable applications for the grant of such Applicable Permits;  
laisioning
- f) The Authority shall have received authorizations required for the execution and implementation of the Project and of its rights under this Agreement, including but not limited to the approval of this Agreement by the Authority's Board of Directors;
- g) The Authority shall have received authorizations required for the execution and implementation of the Project and of its rights under this Agreement, including but not limited to the approval of this Agreement by the Government of Sikkim;
- h) The Authority shall have provided evidence in the form of Financing Documents or any other relevant document including but not limited to the approval from GOS, reasonably acceptable to the Concessionaire that Authority has the funds available to undertake the Project, including the Project Grant and the fees payable to the Independent Engineer;
- i) The Authority shall have appointed an Independent Engineer through an open competitive bidding process;
- j) The Authority shall have terminated all the existing agreements with its sub-contractors, if any, of the Project Site;

- k) The Authority shall have executed the Substitution Agreement;
- l) The Authority shall have executed the Escrow Agreement;
- m) The Authority shall have executed the State Support Agreement; and
- n) The Authority shall have conducted public consultations and released at least one declaration / notification per quarter in a local newspaper during the Preparatory Period, regarding Project, informing respective roles of the Authority and the Concessionaire, and benefits of the Project to the users.

#### 4.5. Non-fulfilment of Concessionaire's Conditions Precedent

- 4.5.1. In the event that the Concessionaire's Conditions Precedent have not been fulfilled on or before expiry of the Preparatory Period, other than for reasons of:
- a) Force Majeure; or
  - b) Non-satisfaction of the Authority's Conditions Precedent; or
  - c) The Authority's waiver of the Concessionaire's obligations in accordance with **Clause 4.7 (a)**,

then, subject to the Authority having satisfied the Authority's Conditions Precedent, the Authority will have the right to elect to either –

- i. Extend the time for the Concessionaire to fulfill the Concessionaire's Conditions Precedent, by way of paying to the Authority a Liquidated Damages equivalent to 0.2% (zero point two percentages) of the Development Period Performance Security for each day's delay until fulfilment of such Conditions Precedent, subject to maximum amount of 20% (twenty percentage) of the Development Period Performance Security; or
- ii. Immediately terminate this Agreement

- 4.5.2. If the Concessionaire has not fulfilled the Concessionaire's Conditions Precedent by the extended time period as described in i) above, then subject to the Authority having satisfied the Authority's Conditions Precedent, shall have the right to immediately terminate this Agreement.

#### 4.6. Non Fulfillment of the Authority's Conditions Precedent

- 4.6.1. In the event that the Authority's Conditions Precedent have not been fulfilled on or before expiry of the Preparatory Period, other than for reasons of:
- a) Force Majeure; or
  - b) Non-satisfaction of Concessionaire's Conditions Precedent; or
  - c) Concessionaire's waiver of the Authority's obligations in accordance with **Clause 4.7 (b)**,

then, subject to Concessionaire having satisfied the Concessionaire Conditions Precedent, the Concessionaire will have the right to elect to either –

- i. Extend the time for the Authority to fulfill the Authority's Conditions Precedent, by way of paying to the Concessionaire a Liquidated Damages equivalent to 0.2% (zero point two percentages) of the Development Period Performance Security for each day's delay until fulfilment of such Conditions Precedent, subject to maximum amount of 20% (twenty percentage) of the Development Period Performance Security; or
  - ii. Immediately terminate this Agreement
- 4.6.2. If the Authority has not fulfilled the Authority's Conditions Precedent by the extended time period as described in i) above, then subject to the Concessionaire having satisfied the Concessionaire's Conditions Precedent, shall have the right to immediately terminate this Agreement.
- 4.7. Waiver of Conditions Precedent
- a) The Authority may at its sole discretion waive, in writing, the performance by the Concessionaire of any of the Concessionaire's Conditions Precedent.
  - b) The Concessionaire may at its sole discretion waive, in writing, the performance by the Authority of any of the Authority's Conditions Precedent.
- 4.8. Termination Payment on termination of this Agreement for non-fulfillment of Conditions Precedent
- a) If the Conditions Precedent set forth above have not been satisfied on or before the expiry of Preparatory Period and the other Party has not extended the said period or waived, fully or partially, such condition(s), then the Parties may, notwithstanding anything to the contrary contained in this Agreement, terminate this Agreement.
  - b) Upon Termination on account of non-fulfillment of Concessionaire's Conditions Precedent, the Authority shall Forfeit the Development Period Performance Security submitted by the Concessionaire

Notwithstanding anything contrary in this Agreement, it is expressly clarified that the Authority shall not be allowed to forfeit the Development Period Performance Security provided by the Concessionaire in case of non-fulfilment of the Authority's Conditions Precedent.

- c) Upon Termination on account of non-fulfillment of the Authority's Conditions Precedent, the Authority shall:
  - i. Release the Development Period Performance Security submitted by the Concessionaire; and
  - ii. Compensate Concessionaire, on approval of the Independent Engineer, and if in case no Independent Engineer has been appointed then on mutual consent, for the 50% (fifty percent) cost incurred during the Preparatory Period for fulfilment of the Concessionaire's Conditions Precedent.

Notwithstanding anything contrary in this Agreement, it is expressly clarified that the Authority shall not compensate Concessionaire in case of non-fulfilment of the Concessionaire's Conditions Precedent.

## 5. PROJECT SITE

### 5.1. General provisions relating to the Project Site

- a) The Authority shall hand over possession of the Project Site, free of any Encumbrance and/or encroachment, to the Concessionaire during Preparatory Period or on fulfilment of the Concessionaire's Conditions Precedent, whichever is earlier, unless extended by the Concessionaire at the request of the Authority, which extension shall not be more than 30 (thirty) days. The Authority shall grant a Right of Way to the Concessionaire, over the Project Site to implement the Project;
- b) The Authority shall at its own cost and expense and in accordance with Applicable Law evacuate, relocate, rehabilitate and resettle residents and/or occupants of the Project Site, close or divert roads and take other similar action within its authority that may be reasonably necessary or appropriate to enable the Concessionaire to carry out the Project.
- c) The Concessionaire shall, from the date of the Project Site been handed over pursuant to **Clause 5.1 (a)**, on a best efforts basis, ensure that the Project Site is kept free from encroachment and the Authority will support the Concessionaire in fulfilling this obligation.
- d) The Authority shall be liable to pay all or any property taxes or any cess, tax, duties or imposts in relation to the Project Site.
- e) Except as permitted by the Authority in writing, the Concessionaire shall use the Project Site only for the purposes of implementing the Project as contemplated by this Agreement.

### 5.2. Other provisions in relation to the Project Site

5.2.1. Except as expressly provided in **Clause 5.3** of this Agreement, the condition of the Project Site shall be the sole responsibility of the Concessionaire, at all times from the date of handover of the Project Site. Accordingly, without prejudice to any other obligation of the Concessionaire under this Agreement, the Concessionaire shall be deemed to have:

- a) Inspected and examined the Project Site and its surroundings and (where applicable) any existing structures or works on, over or under the Project Site, including the Existing Project Site Assets;
- b) Satisfied itself as to the nature of the Site Conditions, the ground and the subsoil, the form and nature of the Project Site, the load bearing and other relevant properties of the Project Site, the risk of injury or damage to persons or property

affecting the Project Site, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, work and materials necessary for the execution of the Project Facilities;

- c) Satisfied itself as to the adequacy of the rights of access to and through the Project Site and any accommodation it may require for the purposes of fulfilling its obligations under this Agreement (such as additional land or buildings outside the Project Site);
- d) Satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the Authority and the Independent Engineer), with access to or use of, or rights in respect of, the Project Site, with particular regard to the owners or occupiers of any land adjacent to the Project Site; and
- e) Satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to any third parties.

### 5.3. Unforeseen Adverse Site Conditions

- a) Notwithstanding the provisions set out in **Clause 5.2**, to the extent that any adverse Site Conditions and/or Contamination exists in any parts of the Project Site which would not have been reasonably foreseeable by the Concessionaire, and acting in accordance with Good Industry Practice ("**Unforeseen Adverse Site Conditions**"), the Concessionaire shall not be responsible for such Unforeseen Adverse Site Conditions or Contamination if the Concessionaire brings an Unforeseen Adverse Site Condition and/or Contamination relating to the Project Site within 60 (sixty) days from the Appointed Date;
- b) If in case the Concessionaire brings to the notice of the Authority any Unforeseen Adverse Site Condition within 60 (sixty) days from the Appointed Date, the Authority agrees to indemnify the Concessionaire for any reasonable costs that it incurs in ensuring that the Project Site conditions are in accordance with Applicable Law.
- c) For the avoidance of doubt, it is expressly clarified that the Authority shall have no liability whatsoever to compensate the Concessionaire for any Unforeseen Adverse Site Conditions and/or Contamination that is brought to the attention of the Authority after 60 (sixty) days from the Appointed Date in respect of the Project Site.

## 6. **EXISTING PROJECT SITE ASSETS, DISPOSAL OF EXISTING PROJECT SITE ASSETS AND DEPRECIATION**

### 6.1. Right to use Existing Project Site Assets

From the Effective Date until the Expiry Date, the Concessionaire shall have the right to use the Existing Project Site Assets, if it finds appropriate, towards performing its obligations under this Agreement and towards the Project.

6.2. Disposal of Existing Project Site Assets

During the Concession Period any of the Existing Project Site Assets used in the Project may require replacement or is no longer necessary for the Project. For the avoidance of doubt, it is expressly clarified that any Existing Project Site Assets or Project Facilities used in the Project that may require replacement or is no longer necessary for the Project, the Concessionaire shall be entitled to replace any Existing Project Site Assets only with a written consent from the Authority, which will not be unreasonably withheld.

6.3. Depreciation

For the purposes of claiming benefit for the depreciation, the Concessionaire may refer the accounting standards guidelines issued by the Institute of Chartered Accountants of India (ICAI). The Authority shall not be liable in respect of any depreciation claimed by the Concessionaire.

**7. PERFORMANCE SECURITY**

7.1. Subject to the terms and conditions of this Agreement, the Concessionaire shall provide Development Period Performance Security, comprising an irrevocable bank guarantee of Rs 14.75 Crore (Rupees fourteen crore and seventy five lakh only), that shall be valid and effective for the expiry of the Development Period or Termination of this Agreement, whichever is earlier, and refundable not later than 90 days from the expiry of the Development Period. It will be proportionately reduced over a period of time, as per progress of work during Development Period.

7.2. Subject to the terms and conditions of this Agreement, the Concessionaire shall provide the Operations Period Performance Security, one month before expiry of the Development Period, comprising an irrevocable bank guarantee of Rs 6.60 Crore (Rupees six crore and sixty lakh only), that shall be valid and effective for the period until 90 (ninety) days from the Expiry Date.

7.3. Appropriation of Performance Security

7.3.1. The Concessionaire agrees and undertakes that upon occurrence of a Concessionaire Event of Default, the Authority shall, without prejudice to other rights and remedies of the Authority, as mentioned herein, be entitled to encash, either partially or full and in accordance with the provisions of this Agreement, the Development Period Performance Security or Operations Period Performance Security, as the case may be and appropriate the amounts as Liquidated Damages for such Concessionaire Event of Default.

7.3.2. Upon any partial encashment of the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish the Performance Security to the extent of its full value. In case of encashment of the entire Performance Security, the Concessionaire shall provide a fresh Performance Security within 30 (thirty) days of such appropriation in accordance with the terms of this Agreement, failing which the Authority shall be entitled to terminate this Agreement in accordance with **Clause 34.1** of this Agreement. Any encashment of the Performance Security shall be made by the Authority if it has been (i) recommended by the Independent Engineer; and consequently (ii) concurred by the Authority.

### 7.3.3. Release of Performance Security

The Development Period Performance Security, submitted by the Concessionaire in accordance with this Agreement, shall be released in accordance with **Clause 7.1** and Operations Period Performance Security shall be released in accordance with **Clause 7.2**. Provided, such release shall be effective only after:

- a) Issue of a certificate from the Independent Engineer mentioning that the Concessionaire is not in default of its obligations under the Agreement and that the Performance Security can be released; and
- b) Concurrence of the Authority to such certificate with respect to performance of such obligations as per the Agreement.

## 8. **APPLICABLE USER CHARGES**

8.1. Setting of applicable User Charges through Concession Period shall be the Authority's prerogative and shall be in accordance with the **Schedule H**.

8.2. However, for avoidance of all doubts, it is herein clarified that, the Concessionaire shall have freedom to determine other charges including, but not limited to, other charges such as lease from the occupants of Commercial Development and advertisement rates at Multi-Level Car Parking and/or Commercial Development.

8.3. The Concessionaire shall immediately, i.e. within 48 (forty eight) hours of receipt, deposit such User Charges, lease, advertisement revenue, etc. in the Escrow Account.

## 9. **POWER CONNECTION CHARGES AND NEW METER CHARGES**

9.1. The Concessionaire shall, if required, may apply for a new power connection to the DISCOM, and shall bear the cost of such new connection and meters, and the same shall be deposited in the Escrow Account.

9.2. For avoidance of doubt it is clarified that the ownership of such new power connection and/or energy meter shall be with the Authority.

## 10. **CONCESSION FEE**

- 10.1. In consideration of the grant of Concession under this Agreement, the Concession Fees payable by the Concessionaire to the Authority shall be Rs. 1.00 (Rupee One) per Accounting Year or part thereof during the term of this Agreement.
- 10.2. The Concession Fees shall be paid in advance within 90 (ninety) days of commencement of the Accounting Year for which, it is due and payable. The Authority shall raise the demand of such Concession Fee in advance within 120 (one hundred and twenty) days of commencement of the Accounting Year, and the Concessionaire within 30 (thirty) days of receipt of such demand, transfer the Concession Fee due to the Escrow Account.

## 11. **EXCLUSIVITY**

- 11.1. To the extent permitted by Applicable Law, the Authority or any other Government Agency shall not engage the services of any Third Party, at the Project Site, for the similar services as ascribed in **Article 2** during the Concession Period.
- 11.2. For the avoidance of doubt such exclusivity shall be suspended in case of Force Majeure event that affect the Concessionaire's ability to either implement the Project in accordance with the Agreement.

## CHAPTER III: OBLIGATIONS AND UNDERTAKINGS

### 12. OBLIGATIONS OF THE CONCESSIONAIRE

- 12.1. The Concessionaire shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the following:
- a) Comply with the Concessionaire's Conditions Precedent during the Preparatory Period;
  - b) Provide the Development Period Performance Security or Operation Period Performance Security, as the case may be, in accordance with **Article 7**;
  - c) Make, or cause to be made, necessary applications to the relevant Government Agencies with such particulars and details, as may be necessary for obtaining all Applicable Permits, and obtain such Applicable Permits in conformity with the Applicable Laws;
  - d) Notify to the Authority forthwith the occurrence of Financial Close;
  - e) Submit to the Authority and the Independent Engineer certified true copies of each of the Project Agreements within 7 (seven) days of their execution, for Authority's approval;
  - f) The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement carry out the following but not be limited to:
    - i. Support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
    - ii. Ensure smooth and seamless operation of the Multi-Level Car Parking including managing arrivals and departures of the four wheelers and two wheelers, providing basic visitor amenities as per the instructions of the Authority during the construction of the Project Facilities;
    - iii. Transfer the Multi-Level Car Parking and the Commercial Development to the Authority upon Termination of this Agreement, in accordance with the provisions thereof;
    - iv. Develop a centralized covered Multi-Level Car Parking with adequate number of ECSs, visitor movement spaces, furniture fixtures, electrical fittings, utilities and other related requirements for the entire Project Site;
    - v. All the visitor amenities shall be maintained hygienic, neat and clean during the Concession Period;
    - vi. Accesses either through staircases, overbridges or underpasses for movement of pedestrians from one platform to the other in a safe and fully secured manner;
    - vii. The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for

- elderly persons using the Multi-Level Car Parking and Commercial Development;
- viii. All the other allied facilities for fire protection, accesses in the form of ramps, protective railings, ventilation system etc.
  - ix. Day to day operation and management of the Multi-Level Car Parking facilities as per this Agreement; and
  - x. To develop the Multi level car parking and commercial development as.
    - Level 0 and level 1 shall be ordinary parking floors, to be handed over to the authority for running the intercity stand. In accordance with the provisions of point ee of clause 12.1.
    - The level 2 and level 3 shall be puzzle / Stack parking within the revenue stream of the concessionaire.
    - The level from 4 to level 10 shall be the commercial development
  - xi. The traffic flowing in or out of the MLCP shall be so designed so as to ensure that the traffic movement in the NH is not delayed due to spillage.
  - xii. The concessionaire shall perform detailed environmental assessment and geo technical studies and obtain the approvals of the relevant authority.
  - xiii. The concessionaire shall further submit to GSCDL the detailed structure design and traffic flow designs characteristics duly vetted by one of the IIT's.
- g) Not to make any replacement, amendment or modifications to any of the Project Agreements without the prior written consent of the Authority, where such replacement, amendment or modification has or may have the effect of increasing or imposing any financial liability or obligation on the Authority in any manner, and where such amendment or modification is made without such consent, not to enforce such amendment or modification nor permit enforcement thereof against the Authority in any manner whatsoever;
- h) Give Authority not less than 30 (thirty) days written notice prior to entering into, amending or replacing any Project Agreement so as to enable the Authority and the Independent Engineer to provide its consent or offer its comments, if any thereon which, if made, shall be duly considered and given effect to by the Concessionaire before entering into, amending or replacing such Project Agreement;
- i) Remove promptly from the Project Site all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and shall keep the Project Site in a neat and clean condition and in conformity with Applicable Laws and Applicable Permits;
- j) Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project and keep it subsisting from time to time;

- k) Provide all assistance to the Independent Engineer as it may require for the performance of its duties and services;
- l) Provide to the Authority and the Independent Engineer reports on a monthly basis during the Development Period and Operations Period in the form and manner set forth in this Agreement and **Schedule T**;
- m) Obtain and maintain in force on and from the Effective Date all insurance in accordance with the provisions of this Agreement, and Good Industry Practice;
- n) Ensure proper operations and maintenance of the Project Assets;
- o) Ensure and procure that each Project Agreement contains provisions that entitle Authority to step into such Project Agreement in its discretion in place and substitution of the Concessionaire in the event of Termination of this Agreement on account of Concessionaire Event of Default or breach by the Concessionaire;
- p) Appoint, supervise, monitor and control the activities of Contractors under their respective Project Agreements as may be necessary;
- q) Make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of Concessionaire's obligations under this Agreement;
- r) Comply with all Applicable Permits and Applicable Laws in the performance of the Concessionaire's obligations under this Agreement including those being performed by any of the Contractors;
- s) Develop, implement and administer a safety programme for the Project Site and the Contractors' personnel engaged in provision of any services under any of the Project Agreements 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;
- t) Ensure compliance with all safety standards and take all reasonable precautions for prevention of accidents on or about the Project and provide all reasonable assistance and emergency medical aid to accident victims;
- u) Not place or create or permit any Contractor or other person claiming through or under the Concessionaire to create or place any Encumbrance or security interest over all or any part of Project Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as expressly set forth in this Agreement;
- v) Observe and fulfill the environment and other requirements under the Applicable Laws and Applicable Permits at Concessionaire's own cost and expense;

- w) Be responsible for safety, soundness and durability of the Project Assets within Project Site, including other structures forming part thereof and their compliance with Technical Specifications and Standards;
- x) Not claim or demand possession or control of any structures or real estate which do not form part of the Project;
- y) Ensure that such Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any, upon receiving Vacant Possession of the Project Site or part thereof;
- z) Be liable to pay to the authorities concerned the electricity, water, sewerage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, at the rates applicable from time to time, in respect of the use of such utilities for the Project Facilities and keep indemnified the Authority in this respect;
- aa) Promptly notify the competent authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Concessionaire or Concessionaire Employees, agents or Contractors;
- bb) To recognise and acknowledge the fact that the Multi-Level Car Parking Facility is intended to provide a public facility, and the Concessionaire shall have no right to prevent, impede or obstruct any bona fide users from using the Multi-Level Car Parking Facility, save for managing and handling such usage under the terms of this Agreement.
- cc) Bear 50% (fifty per cent) cost of the Independent Engineer and deposit the same in Escrow Account on a periodic basis.
- dd) At any point in time during the Concession Period, maintain the estimated working capital for the consecutive three months period in a liquid assets;
- ee) To handover level 0 and level 1 of Multi-Level Car Parking Facility to authority, on COD for Project and not to charge any User Charges from vehicles being parked at such area. However, continue to bear O&M Expenses of the same through Concession Period.
- ff) Indemnify Authority against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Concessionaire in connection with the performance of its obligations under this Agreement;
- gg) Comply with the Divestment Requirements and hand over the Project to the Authority on the Expiry Date; and

- hh) The Concessionaire shall further submit to GSCDL, the detailed structural design and traffic flow designs characteristic duly vetted by any one of the IIT's. The traffic flowing in or out of the MLCP shall be so designed so as to ensure that the traffic movement in the NH is not delayed due to spillage.
- ii)
- 12.2. Subject to the terms and conditions of this Agreement the Concessionaire shall at its cost and expenses:
- a) Undertake the design, engineering, procurement, finance, refurbishment/ redevelopment and construction of the Project in accordance with this Agreement;
  - b) Construct, operate and maintain the Project in conformity with this Agreement including but not limited to the Technical Specifications and Standards set forth in **Schedule F**, confirming the Service Level Requirements set forth in **Schedule P**, the Maintenance Programme and Good Industry Practice;
  - c) Operate and maintain the Project at Project Site during the Operations Period for Multi-Level Car Parking and Operations Period for Commercial Development in conformity with this Agreement including but not limited to the Service Level Requirements set forth in **Schedule P**, the Maintenance Programme and Good Industry Practice.
- 12.3. The Concessionaire shall, before commencement of construction of the Project at the Project Site:
- a) Submit to the Authority and the Independent Engineer, with due regard to Project Completion Schedule as set forth in **Schedule J** and Scheduled Project Completion Date, a Concessionaire's DPR comprising of its design, engineering and construction time schedule and shall formulate and provide critical path method (CPM) or program evaluation and review technique (PERT) charts for the completion of the said activities;
  - b) Finalize the design and detailed engineering basis as part of the Concessionaire's DPR. Concessionaire shall be free to adopt his own design in consultation with the Authority and the Independent Engineer and in accordance with the provisions of **Clause 12.4** of this Agreement. However, it would not be considered as Change in Scope as specified in **Article 20**;
  - c) Have requisite organization in place and designate and appoint key personnel and such other managers, officers and representatives as it may deem appropriate to supervise the Project and to deal with the Authority and be responsible for all necessary exchanges of information required pursuant to this Agreement; and
  - d) Undertake, do and perform such acts, deeds and things as may be necessary or required for construction under and in accordance with this Agreement.
- 12.4. Obligations with respect to the Concessionaire's Project Completion Schedule of the Project, the following shall apply:

- a) Submit to the Authority and the Independent Engineer for review and comments, with reasonable promptness within 90 (ninety) days from the Appointed Date, three copies of Concessionaire's DPR as set forth in **Schedule I** and Scheduled Project Completion Date that shall formulate and provide critical path method (CPM) or program evaluation and review technique (PERT) charts for the completion of the said activities;
- b) By forwarding the Concessionaire's DPR and Scheduled Project Completion Date for review and comment to the Authority, the Concessionaire represents that it has determined and verified that the design and engineering including field construction criteria related thereto is in conformity with the Technical Specifications and Standards and quality set forth in this Agreement for and in respect of the Project;
- c) Within 15 (fifteen) days of the receipt of the Concessionaire's DPR, the Authority and the Independent Engineer shall review the same and convey its comments or observations to the Concessionaire with particular reference to the conformity or otherwise with the Technical Specifications and Standards set forth in this Agreement. It is expressly agreed that notwithstanding any review and comment or observations of the Authority or the Independent Engineer on the Concessionaire's DPR or failure of the Authority or the Independent Engineer to provide comments or observations thereon, the Authority shall not be liable for the same in any manner whatsoever and the Concessionaire shall remain solely responsible for and shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement. The Concessionaire shall not be obliged to await the comments or observations of the Authority on the Concessionaire's DPR submitted pursuant hereto beyond the period set forth herein above.
- d) If the comments or observations of the Authority or the Independent Engineer indicate that the Concessionaire's DPR is not in conformity with the Technical Specifications and Standards set forth in this Agreement, such Concessionaire's DPR shall be revised by the Concessionaire to the extent necessary and resubmitted to the Authority and the Independent Engineer for review, observations and comments within 7 (seven) days of receipt of comments from the Authority and the Independent Engineer. The Authority and the Independent Engineer shall give its observations and comments, if any, within 3 (three) days of receipt of such revised Concessionaire's DPR provided, however, that any observations and comments of the Authority or the Independent Engineer or failure of the Authority to give any observations or comments on such revised Concessionaire's DPR shall not relieve or absolve the Concessionaire of its obligation to conform to such Technical Specifications and Standards. The Concessionaire shall not be obliged to await the comments or observations of the Authority and the Independent Engineer on the Concessionaire's DPR submitted pursuant hereto beyond the period set forth herein above.
- e) The Concessionaire shall be responsible for delays in Project Completion Schedule caused by reasons of not being in conformity with the Technical

Specifications and Standards, and the Development Period shall not be extended in any manner whatsoever on account of submission or revision of the Concessionaire's Project Completion Schedule.

- f) Within 7 (seven) days of approval of the Concessionaire's DPR, the Concessionaire shall submit quarterly milestones (the "**Quarterly Milestones**") of the Construction Works for Independent Engineer and Authority for review, observations and comments. The Authority and the Independent Engineer shall give its observations and comments, if any, within 7 (seven) days of receipt of such Quarterly Milestones. The determination of the Quarterly Milestones shall act as the basis for the Project Grant.
  - g) Within 120 (one hundred and twenty) days of the COD for Project, the Concessionaire shall furnish the Authority and the Independent Engineer with "as built" drawings reflecting the Project, as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of the Project Facilities.
- 12.5. The Concessionaire shall submit to the Authority and the Independent Engineer the drafts of the Project Agreements including in particular the O&M Contract for its review. The Authority and the Independent Engineer shall have the right but not the obligation to provide its comments and observations, if any, in respect of the Project Agreements within 30 (thirty) days of the receipt thereof by the Authority and the Concessionaire shall consider all such comments or observations. Any such comments or observations by the Authority or the Independent Engineer on any Project Agreements or the failure to provide such comments shall not relieve or absolve in any manner whatsoever the Concessionaire of its obligations, duties and liabilities under this Agreement nor shall it make the Authority and/or Independent Engineer liable to the Concessionaire in any manner whatsoever and shall be without prejudice to the rights of the Authority hereunder.
- 12.6. During the Concession Period, the Concessionaire shall be responsible for maintaining the Project Assets at its own cost and expense, and in accordance with the Service Level Requirements and Maintenance Manual. The Concessionaire shall promptly undertake all such repairs and maintenance works as may be necessary to adhere to the Service Level Requirements and Maintenance Manual during the Concession Period.
- 12.7. The Concessionaire shall, at all times, afford access to the Project Site to the Authority, Independent Engineer, and to the persons duly authorized by any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facilities and to investigate any matter within their Authority and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the construction, operation and maintenance of the Project Facilities consistent with the purpose for which such persons have gained such access to the Project Site.

**12.8. Branding of Multi-Level Car Parking**

The Multi-Level Car Parking or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Multi-Level Car Parking to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Visitors. It is further agreed that the Multi-Level Car Parking shall be known, promoted, displayed and advertised by the name of "Old West Point School Area near M.G. Marg Multi-Level Car Parking of Gangtok".

**12.9. Employment of foreign nationals**

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

**12.10. Employment of trained personnel**

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

**13. OBLIGATIONS OF THE AUTHORITY**

13.1. The Authority agrees to observe, comply and perform the following:

- a) Ensure approval of Concessionaire's DPR in a timely manner;
- b) Determine User Charges applicable at Multi-Level Car Parking;
- c) Allow Concessionaire, to claim and sell carbon credits, if any, through Concession Period to any buyer in the market;
- d) Assist and provide all reasonable & necessary support to the Concessionaire to achieve Financial Close, which includes, but not limited to providing recommendation and/or clarification letter to the financial institution concerned, as and when requested by the Concessionaire in writing, in support of Concessionaire, or attending meetings with the financial institution, or providing

clarifications required by the financial institution concerned with respect to either Project or the specific provisions of the Concession Agreement, etc.;

- e) Enable access to the Concessionaire to the Project Site, free from Encumbrances, in accordance with this Agreement;
- f) Permit peaceful use of the Project Site during Concession Period by the Concessionaire as licensee under and in accordance with the provisions of this Agreement without any let or hindrance from the Authority or persons claiming through or under it;
- g) Assist and provide all reasonable support to the Concessionaire in obtaining Applicable Permits;
- h) upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
- i) Ensure that no barriers are erected or placed by any Government Agency or any other Person on the Project Facilities except on account of any law and order situation or upon national security considerations;
- j) Assist the Concessionaire in obtaining Police assistance from GOS, for traffic regulation, removing encroachment over Project Site/ Project Facilities, patrolling and provision of security on the Project Facilities;
- k) Allow Concessionaire to advertise and set up and display hoardings, billboards and other information panels at the Project Site/ Project Facilities or to grant licenses for such rights against payment; provided that such rights shall be exercised in accordance with the Applicable Laws, terms of clearances and orders, decrees directions of courts.
- l) Assist Concessionaire in removing or adequately protecting at the Concessionaire's cost and expense, all structures including, physical or structural impediments, residents, buildings, pipelines, utilities on or under the ground at the Site and as necessary to enable the Concessionaire to commence and undertake construction of the Project Facilities.
- m) Indemnify Concessionaire against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Authority in connection with the performance of its obligations under this Agreement;
- n) Ensure that the Project Grant is made in accordance with **Article 26**;

- o) Level 0 and Level 1 of Multi-Level Car Parking Facility area to be handed over by the Concessionaire to the authority on COD for Project and to charge User Charges from vehicles being parked at such area;
- p) Bear 50% (fifty per cent) cost of the Independent Engineer and deposit the same in Escrow Account on a periodic basis; and
- q) Observe and comply with its obligations set forth in this Agreement

#### 14. REPRESENTATIONS AND WARRANTIES

##### 14.1. Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

- a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the Project;
- e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g) All the information furnished in the Bid is, and shall be, true and correct as on the Appointed Date and COD for Project and the Balance Sheet and Profit and Loss Account of the Concessionaire for each of its Accounting Years after the Appointed Date to be furnished to the Authority shall give true and fair view of the affairs of the Concessionaire;
- h) It shall furnish a copy of the audited accounts of the Concessionaire within 180 (one hundred eighty) days of the close of its each Accounting Year after the Appointed Date;
- i) 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 Memorandum and Articles of Association of the Concessionaire 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;

- j) 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 on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
- k) 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 Governmental Agency which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement;
- l) 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 on its financial condition or its ability to perform its obligations and duties under this Agreement;
- m) All rights and interests of the Concessionaire in and to the Project Facilities shall pass to and vest in the Authority on the Expiry Date free and clear of all liens, claims and Encumbrances, without any further act or deed on the part of the Concessionaire or the Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Concessionaire subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person save and except as expressly provided in this Agreement;
- n) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency 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
- o) It warrants that 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 Contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority, GOI or GOS in connection therewith.

#### **14.2. Representations and Warranties of the Authority**

The Authority represents and warrants to the Concessionaire that:

- a) The Authority is duly organized and validly existing under the laws of India;

- b) The Authority has full power, financial resources and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) The Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- d) It has the financial standing and capacity to undertake the Project;
- e) The Authority has ensured approval and support from the GoS, and has necessary funds available to execute this Agreement;
- f) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- g) The Authority is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in regard to matters set forth in this Agreement.

**15. DISCLAIMER**

- 15.1. The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of Project, Technical Specifications and Standards, Service Level Requirements, Project Site and all the information provided by the Authority 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.
- 15.2. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in **Clause 15.1** hereinabove and hereby confirms that The Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, or its Associates.

## **CHAPTER IV: PROJECT DEVELOPMENT AND OPERATIONS**

### **16. COMMERCIAL DEVELOPMENT**

In consideration of the Concessionaire financing, implementing, operating and maintaining the Multi-Level Car Parking Facility in accordance with the provisions hereof, the Authority hereby grants the Concessionaire, subject to the provisions hereof, the right to develop, design, finance, construct, operate and maintain the Commercial Development at the Project Site and to undertake marketing, booking and allotment of built up areas therein, including the charging, demanding, collection, retention and appropriation of Premia.

#### **16.1. Permitted and Non-Permitted Activities**

Under the Commercial Development, the Concessionaire shall be entitled to construct/develop such components which it deems appropriate from commercial viability point of view provided however that such component does not fall in the category of prohibitive item as per respective Government Agency norms or applicable law. Following functions / products are not permitted for development:

- a) Industrial activities
- b) Hostel
- c) Warehousing, except such warehousing facility which is incidental to the use of the Project
- d) Wholesale Activity
- e) Car Service Garage
- f) Workshops
- g) Hospitals or health centers
- h) Other environmentally incompatible functions

#### **16.2. Construction of Commercial Development**

- a) The Concessionaire shall undertake the basic and detailed engineering, design, site development, financing, construction and completion of the Commercial Development after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority and in accordance with the laws, terms of clearances, relevant building codes and standards, structural and safety requirements and Good Industry Practice.
- b) The Concessionaire shall arrange and procure at its cost all the clearances, approvals, permits, no-objection certificates etc. from the respective Government Agency that are required for the development, construction and use of the Commercial Development. The Concessionaire shall provide, procure and arrange at its cost all the plant, materials, labour, equipment and consumables (power, water etc.) and remove or shift the utilities and structures at, on, over or under the Project Site as necessary for the construction of the Commercial Development and shall observe and comply with all Applicable Laws relating thereto, including but not limited to construction, labour and environmental laws, etc.

- c) The Concessionaire may undertake the construction of the Commercial Development by itself or through Contractors; provided that the Concessionaire shall not subcontract the whole of such works, as determined by the Authority and provided that the appointment of such Contractors shall not relieve the Concessionaire of its obligations and liabilities herein.
- d) The Concessionaire shall be responsible for complying at his cost and risk with the Applicable Laws relating to the development, construction, completion, implementation, use and maintenance of the Commercial Development, including local and municipal laws. The Concessionaire shall hold harmless, indemnify, keep indemnified and defend the Authority, its employees, agents and advisors from and against all claims, costs, damages and liabilities etc. in this behalf or on account of the presence of hazardous and toxic substances in or on the Project Site and the Commercial Development.
- e) The Concessionaire shall submit monthly reports to the Authority in respect of the construction of the Commercial Development with such details as either the Authority or the Independent Engineer shall reasonably require; provided that such submission shall only be for information of the Authority and shall neither relieve the Concessionaire of its obligations or liabilities nor make the Authority liable in any manner.
- f) The Concessionaire shall indemnify and keep indemnified the Authority, its employees, agents and advisors from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the construction, implementation and use of the Commercial Development, including the soundness of any design, civil or engineering or other works, structural strength, construction quality, workmanship etc. thereof or the marketing, allotment and lease of the built up areas in the Commercial Development, or the demanding, charging, collection, retention and appropriation of Premia or any other payments in respect thereof or the execution of Lease Deeds.

### **16.3. Marketing and Allotment of Built Up Area in Commercial Development**

- a) The Concessionaire shall be entitled, at its cost, risk and consequence, to market, accept booking applications for, make allotment of and enter into allotment agreements (between the Concessionaire and such applicants/allottees) in relation to the built up area at the Commercial Development with any Person on mutually agreed terms and conditions.
- b) The Concessionaire may charge, demand and collect the premia for the built-up areas in the Commercial Development from the applicants/allottees/lessees/other persons at market driven rates. All payments of premia (pursuant to booking, allotment or leasing) shall be made by the applicants/allottees/lessees/other persons only by way of demand drafts/banker"s cheques drawn in favour of the Escrow Account.

- c) In case of cancellation or withdrawal of the booking/allotment of the built-up area in the Commercial Development by the applicant/allottee, the Concessionaire shall be solely liable for refund of the payments made by such Persons subject to such deductions as have been set forth in this behalf in the booking applications, allotment agreements or other documents. The Authority shall not be liable in any manner in this behalf to any Person and the sole liability for the same shall be borne by the Concessionaire at its cost, risk and consequence.
- d) The Concessionaire shall submit to the Authority a copy of the booking applications, allotment agreements/letter and other documents (as applicable) executed between itself and the applicants/allottees within 15 days of the execution, amendment or modification thereof and also submit to the Authority on a quarterly basis the list of allottees (with revisions, if any) along with their contact details.
- e) The Concessionaire accepts and acknowledges that the Authority or its agencies and consultants shall not be liable in any manner whatsoever to any Person in respect of the advertising and marketing for and the booking and allotment of the built-up area in the Commercial Development and that the Concessionaire shall be solely liable in respect thereof and shall indemnify and keep indemnified the Authority and its employees, agencies and consultants in this behalf.

#### 16.4. Demise of Built-up Areas in Commercial Development

- a) The built-up areas in the Commercial Development that are allotted by the Concessionaire to the applicants shall be leased to them by way of lease deeds between such allottees (the "**Lessees**") and the Authority (the "**Lessor**"), with the Concessionaire being a confirming party thereto (the "**Lease Deeds**"). However, if the Concessionaire so chooses to take on lease any part of the said property, he shall be treated at par with other Lessees. Such Lease Deeds shall be executed in the standard formats as provided at **Schedule Y (the "Draft Lease Deed Format")**. For the avoidance of doubt, save and except as otherwise provided herein, the Concessionaire shall have no right, authority and power to mortgage the Project Site or the Commercial Development or the Commercial Development assets, in full or part, or to directly lease or sub-lease the same or the built-up areas thereat, in full or part, to any Person. The Authority shall ensure that such lease deed is executed or transfer of lease is done in a transparent manner within 21 (twenty one) days from the date of receipt of written request from the Concessionaire / Lessee, provided that all requisite documents have been provided to the satisfaction of the Authority and applicable fees, charges including application fees and transfer fees have been duly paid.
- b) The Lessees shall bear the cost of stamp duties and registration charges relating to the execution and registration of the Lease Deeds.
- c) Each Lessee shall pay unto the Authority annual lease at the rate of Rs. 1.00 (Rupees one) per square metre for the commercial built up leased to it/him. The lease for each block of three years or part thereof, as the case may be, shall be

payable in advance for each block by the Lessee to the Authority in lump sum amount on or before the due date thereof.

- d) The Lessee shall also pay any amount payable to the Gangtok Municipal Corporation as per GoS rules and regulations.
- e) The Lessee shall be entitled to sublet the premises leased to it under the Lease Deed (the "**Demised Premises**") or grant licenses (including franchising or similar arrangements) in respect of Demised Premises for commercial purposes only on a tenancy as per prevalent law and on mutually agreed terms and conditions. Provided that any such subletting or licenses shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions hereof and the same shall be limited to and be co-terminous with/not exceed the term of lease under the Lease Deed and shall automatically and simultaneously expire/terminate with the expiry/ termination of the relevant Lease Deed.
- f) Provided further, the Lessee shall, if required by the Authority, submit to the Authority for its information and records in a standard proforma alongwith a notarised copy of the deeds/agreements relating to the such subletting and licenses within 15 (fifteen) days of the date of execution, modification or amendment thereof. Provided further that such subletting or licenses shall not require any approval of the Authority.
- g) The Lessees shall be entitled to transfer the leases (leasehold rights in the demised premises i.e. built up areas in the Commercial Development) to any person upon payment of the applicable application fee of Rs. 5,000/- (Rupees five thousand only) and transfer fee equivalent 50% of the applicable annual lease, subject to a minimum of Rs. 25,000 (Rupees twenty five thousand only), to the Authority. The stamp duties, registration charges etc. shall be paid by the Lessee at the rates applicable from time to time to the Government Agency concerned. The Lessees/ Concessionaire shall be entitled to transfer the leases (leasehold rights in the Demised Premises i.e. built up areas in the Commercial Development) to any person upon payment of the applicable transfer charges, stamp duties, registration charges etc. at the rates applicable from time to time to the Authority/ Government Agency concerned and on such terms and conditions as are set forth in the Lease Deeds or as the Authority may reasonably impose in this behalf.
- h) Whenever the title of Lessees in the Demised Premises is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and in the Lease Deed and be liable and accountable in respect thereof.
- i) Whenever the title of the Lessees in the Demised Premises is transferred in any manner whatsoever, the transferor and the transferee shall, within 15 (fifteen) days of the transfer give notice of such transfer in writing to the Authority.

- j) In the event of the death of the Lessee, the person on whom the title of the Deceased Premises devolves shall within 15 (fifteen) days of the devolution, give written notice of such devolution to the Authority.
- k) The transferee or the person on whom the title devolves, as the case may be, shall furnish to the Authority certified copies of the document (s) evidencing the transfer or devolution.
- l) The Lessees/occupier shall from time to time or all times pay and discharge all rates, taxes, duties, levies, charges and assessments of every description, fines, penalties and other outgoing which are now or may at any time hereafter during the continuance of the Lease Deed be assessed, charged or imposed upon the demised premises leased to/occupied by it/the business activities carried out thereat or on the landlord, tenant or occupier in respect thereof. The Lessee shall indemnify and keep indemnified the Authority from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.
- m) All arrears of lease and other payments due in respect of the Demised Premises shall be recoverable in the same manners as arrears of land revenue.
- n) The Lessees and the persons claiming through or under it shall be liable to pay to the Government Agency concerned the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, applicable from time to time in respect of the Demised Premises/ business activities carried on thereat and indemnify and keep indemnified the Authority in this behalf.
- o) The Lessees and the Person claiming through or under it shall in all respect comply with and be bound by the building, drainage and other bye-laws of the relevant municipal or other authority concerned for the time being in force.
- p) The Lessees and the Person claiming through or under it shall not without sanction or permission in writing of the relevant municipal or other authority concerned erect any building or make any structural or other alteration or addition to the Demised Premises, save and except as may be permitted under the applicable laws.
- q) The Lessees and the Person claiming through or under it shall use the Demised Premises or any part thereof only for bona fide commercial and business activities and shall not use or cause to be used or suffer use thereof, in full or part, for illegal, immoral, unauthorized or residential purposes. No commercial, religious, immoral, illegal or unauthorized activities shall be allowed in the parking lots, common areas, landscape structures and the green areas.
- r) The Lessees and the Person claiming through or under it shall not use or cause to be used or suffer use of the demised premises or any part thereof in a manner which may or is likely to cause nuisance or annoyance to the neighbours,

occupiers or users of the Project Facilities or to the owners and occupiers of any other adjoining and neighbouring property or land.

- s) The Lessees/transferees and the persons claiming through or under them shall on the determination of the Lease Deed by efflux of time or otherwise, forthwith and without demur or delay, peacefully vacate the demised premises and yield the Demised Premises unto the Authority or its nominated agency.
- t) An allottee/Lessee may, with the prior written approval of the Authority, avail loans for paying the Premia for the built up area/Demised Premises from institutions that have been pre-approved by the Authority by mortgaging its rights to such space/Demised Premises to such institutions and submit all documents, loan details and information in this behalf to the Authority; provided that the Authority shall not be liable in any manner on account of such approval or otherwise.

#### **16.5. Maintenance of Commercial Development**

- a) The Concessionaire shall, following the COD for Project, and until the end of the Concession Period, undertake the maintenance of the Commercial Development, including the common areas and the common facilities and amenities therein, in accordance with the Applicable Laws and Good Industry Practice.
- b) The Concessionaire shall be entitled to enter into maintenance agreements with the Lessees on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance in accordance with the provisions of the maintenance agreements. In the event the Lessee defaults in respect of payment of maintenance charges to the Concessionaire, the Authority, on the advice of Concessionaire, terminate the Lease Deed entered in to with such defaulting Lessees. In case the defaulting Lessee is the Concessionaire itself, the Authority shall be entitled to terminate the Lease Deed at its own initiative and level.
- c) The Concessionaire shall handle and redress the complaints and grievance of the Lessees in respect of the maintenance of the Commercial Development.

#### **16.6. Parking Lots**

- a) The Concessionaire shall, following the COD for Project, in full or part, and until the end of the Concession Period, undertake the operation, maintenance and management of the parking lots in the Commercial Development as per the site plan/approved building plans, by itself or through parking contractors, and charge, directly collect and retain the parking charges relating thereto at the market driven rates.
- b) The Concessionaire shall ensure that the parking lots are well lit, properly ventilated, if underground, kept in a clean and hygienic condition, manned by appropriate manpower, including security service providers and not used for any

anti-social or unlawful or purpose other than parking and provided with public toilet at each floor.

**16.7. Concessionaire's Exit**

- a) The Concessionaire shall not have any right or authority to undertake any (i) construction of the built-up areas in the Commercial Development after the COD for Project, and (ii) all rights, license, authority and concession granted to the Concessionaire under this Agreement in respect of the Project, the Site and the Project Facilities shall expire/stand automatically terminated at the end of the Concession Period.
- b) The Concessionaire shall ensure that prior to /by the Expiry Date the Lessees form an association of Lessees and render necessary facilitation to the Lessees in this behalf, including the formation of an association/society under the applicable laws and ensuring that the applicants/allottees sign membership forms at the time of booking/allotment.
- c) In the event of Termination of Concession Agreement prior to the Expiry Date, the Lessees/association of Lessees shall, undertake/cause the maintenance and management of the Commercial Development and the parking lots thereat at its/their cost in accordance with the Applicable Laws, terms of clearances and Good Industry Practice.

**16.8. Other Provisions**

- a) Undertake construction and rehabilitation works in line with the approved Concessionaire's DPR and Project Completion Schedule in order to achieve the Service Level Requirements as specified in **Schedule P**.
- b) Obtain, maintain and renew, whenever necessary all Applicable Permits that may be required to perform Concessionaire's obligations under this Agreement.
- c) Ensure that all materials and workmanship used by the Concessionaire for the Project shall be in accordance with the standard specifications used by the Authority, or in absence of an appropriate approval, in accordance with the Indian National Standards. The illumination quality standards, design norms, work methods, and operational practices shall be in accordance to the guidelines provided in the latest Government of India and all relevant standards as per Bureau of Indian Standards, where ever applicable.
- d) The Concessionaire shall at all times, including after the end of the Concession Agreement, be liable for any loss or damage to the Commercial Development/ Demised Premises due to any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural design or other defects, latent or patent, non- compliance with building bye laws, other Applicable Laws, regulatory requirements of Government Agency concerned or any other matter) of the Concessionaire and, in turn, its Contractors

and sub-Contractors, irrespective of whether such loss or damage appears prior to or after the execution of the Lease Deeds.

- e) The Concessionaire shall indemnify and keep indemnified the Authority, its agencies, employees and consultants from and against all losses, costs, damages, liabilities, claims, penalties, litigation and proceedings, including attorney fees, arising or that may arise as a result of the aforesaid liability of the Concessionaire.
- f) Achieve Service Level Requirements as specified hereto at **Schedule P**.
- g) Attend and resolve complaints within the time period as stipulated in the Agreement. The Concessionaire shall develop and maintain an IT system based on an appropriate software platform in order to manage Consumer complaints. The Concessionaire shall receive and handle all Consumer queries and complaints, including, but not limited to, queries and complaints related to the Project.
- h) Undertake construction of the Project Facilities, in conformity with the Project Completion Schedule and the Project milestones set forth in **Schedule J** for completion of the Project on or before the Scheduled Project Completion Date. If the Concessionaire fails to achieve any such Project milestone, within a period of 30 (thirty) days from the date set forth in **Schedule J**, and where the Authority is not in default, then it shall pay Liquidated Damages to the Authority at the rate of 0.1% (zero point one percent) of the Development Period Performance Security per day, maximum upto 20% of the Development Period Performance Security, until such milestone is achieved. The Authority may either recover such Liquidated Damages from the Development Period Performance Security or demand payment thereof from the Concessionaire. The Concessionaire shall make such payment within 7 (seven) days of receiving such demand from the Authority and any delay in making such payment shall attract interest at the rate of State Bank of India base rate, applicable on that date plus two per cent.
- i) If the Concessionaire fails to achieve Project Completion as per the Scheduled Project Completion Date as set forth in **Schedule J**, then it will pay Liquidated Damages to the Authority as per **Clause 19.5**.
- j) The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Authority shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior consent of the Authority to connect any Additional Facility to the Project and such consent shall not be unreasonably withheld.
- k) Permit the Authority and Independent Engineer to conduct quarterly or any time, upon request, an audit of the Project progress, accounts and records of the Concessionaire.

**16.9. Safeguard the Interest of Lessees**

- a) To partially safeguard the interest of Lessees for the premium paid to the Concessionaire in lieu of the Lease Deed signed with the Authority for the built-up area in the Commercial Development, the Concessionaire shall furnish to the Authority a Bank Guarantee equal to 30% of the premia amount received by it from the Lessee. The Bank Guarantee shall be initially for a period of one year. For each subsequent year, the Bank Guarantee shall be reduced on proportionate basis (straight line method) so that no Bank Guarantee is warranted at the lapse of lease period for the Lessee.
- b) Only one consolidated Bank Guarantee needs to be furnished by the Concessionaire to the Authority as per method described above within seven days of commencement of each Accounting Year with detailed statement duly verified by statutory auditors of the Concessionaire. Non-furnishing of the consolidated Bank Guarantee by the Concessionaire as aforesaid shall constitute Concessionaire Event of Default.
- c) The Bank Guarantee shall be invoked and the amount so realized shall be utilized in case the Lessee is prevented from making use of the Demised Premises due to any reason attributable to Concessionaire or the Non Political Force Majeure. However, relief to the Lessee shall be limited to the proportionate amount of Bank Guarantee available with the Authority in the year the relief is claimed by the Lessee. For avoidance of doubt it is clarified that the total relief admissible to all the Lessees put together shall be limited to the total amount of Bank Guarantee available with the Authority.

**17. MONITORING AND SUPERVISION OF CONSTRUCTION**

- 17.1. During the Development Period, the Concessionaire shall furnish to the Authority and the Independent Engineer monthly progress reports of actual progress of the Construction Works comprised in the Project and shall give all such other relevant information as may be required by the Authority and/or the Independent Engineer.
- 17.2. The Independent Engineer shall inspect the Construction Works and the Project Facilities, at least once a month during the Development Period and make out an inspection report of such inspection (the “**Inspection Report**”). It shall send a copy of its Inspection Report to the Authority and the Concessionaire. The Concessionaire shall take necessary action to remedy the lapses, if any, stated in the Inspection Report for ensuring compliance with the provisions of this Agreement. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever;
- 17.3. For the purposes of determining that Construction Works are being undertaken in accordance with Technical Specifications and Standards and Good Industry Practice, the Independent Engineer shall require the Concessionaire to carry out such Tests at such time and frequency and in such manner as may be necessary in accordance with

Good Industry Practice for quality assurance. The Concessionaire shall with due diligence carry out, or cause to be carried out, all such Tests in accordance with the instructions of the Independent Engineer and furnish the results of such Tests forthwith to 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 and furnish a report to the Independent Engineer in this behalf;

- 17.4. If the Independent Engineer or the Authority shall reasonably determine that the rate of progress of the Construction of the Project Facilities is such that the Project Completion is not feasible on or before the Scheduled Project Completion Date by the Concessionaire, it shall so notify the Concessionaire about the same and the Concessionaire shall within 15 (fifteen) days thereof notify the Authority and the Independent Engineer about the steps it proposes to take to expedite progress and the period within which it shall achieve COD for Project.
- a) Upon recommendation of the Independent Engineer or suo-moto, the Authority may by written notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if in the reasonable opinion of the Authority such work is being carried on in a manner which threatens the safety of the works or Concessionaire Employees or citizens of Gangtok.
  - b) The Concessionaire, shall upon instructions of the Authority pursuant to sub-clause (a) above suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Authority and subject to sub-clause (c) below, the costs incurred during such suspension to properly protect and secure the Construction Works or such part thereof as is necessary in the opinion of the Independent Engineer ("**Preservation Costs**"), shall be borne by the Concessionaire.
  - c) If the suspension pursuant to sub-clause (a) above, is caused by:
    - i. any reason other than default or breach of this Agreement by the Concessionaire including breach of any of the obligations of the Concessionaire under this Agreement, the Preservation Costs shall be borne by the Authority;
    - ii. reason of default or breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority; or
    - iii. reason of default or breach of this Agreement by the Concessionaire including breach of any of the obligations of the Concessionaire under this Agreement or any Force Majeure Event, the Preservation Costs shall be borne by the Concessionaire save and except to the extent otherwise expressly provided in **Article 33**.
  - d) If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension to the Project Completion Schedule, the Scheduled Project Completion Date and the Development Period, to which the Concessionaire is reasonably entitled and shall notify the Authority accordingly. The Authority shall extend the Project Completion Schedule, the Scheduled Project Completion Date, the Development Period and

Expiry Date in accordance with the recommendations of the Independent Engineer.

**18. COMPLETION**

- 18.1. The Project shall be deemed to be complete only when the Readiness Certificate is issued in accordance with the provisions of **Article 19** (the “**Project Completion**”). The Independent Engineer shall issue the Provisional Readiness Certificate to the Concessionaire meeting Service Level Requirements.
- 18.2. COD for Project shall be the date on which the Independent Engineer has issued the Readiness Certificate or the Provisional Readiness Certificate, as the case may be, under this Agreement. The Provisional Readiness Certificate shall be issued on receiving Readiness Certificate for 95% (ninety five percent) of the Construction Works identified in the Concessionaire’s DPR for the respective component of the Project.
- 18.3. The Concessionaire guarantees that the Project Completion shall be achieved in accordance with the provisions of this Agreement on a date not later than 1,460 (one thousand four hundred and sixty days) days from the Effective Date (“**Scheduled Project Completion Date**”).
- 18.4. If the above mentioned completions are not achieved by the Scheduled Multi-Level Car Parking Completion Date or Scheduled Commercial Development Completion Date or Scheduled Project Completion Date, as the case may be, for any reason other than conditions constituting Force Majeure or for reasons attributable to the Authority or any Government Agency, the Concessionaire shall pay to the Authority Liquidated Damages in accordance with **Clause 19.5** and the Authority shall be entitled to Terminate this Agreement in accordance with the provisions of **Clause 34.1**.

**19. TESTS**

- 19.1. All Tests shall be conducted in accordance with **Schedule O** and the Applicable Laws and Applicable Permits. The Authority shall designate its representative(s) to witness and observe the Tests. All Tests shall be held in accordance with the schedule notified by the Concessionaire to the Independent Engineer and the Authority who may either witness the Tests themselves or designate their representatives for this purpose, if they choose;
- 19.2. The Independent Engineer shall monitor the results of the Tests to determine the compliance of the Project Facilities with the Technical Specifications and Standards. The Concessionaire shall provide to the Independent Engineer and the Authority with copies of all Test data including detailed Test results;
- 19.3. At least 30 (thirty) days prior to the likely completion of the Multi-Level Car Parking Facility or Commercial Development, as the case may be, the Concessionaire shall notify the Independent Engineer and the Authority of the same and shall give notice of its intent to conduct any final Tests. The Concessionaire shall give to the Authority and the Independent Engineer 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. The Independent Engineer shall have the right to suspend or delay any Test if it is reasonably anticipated or determined during the course of the Test that the performance of the Project Facilities does not meet the Technical Specifications and Standards;

- 19.4. Upon the Independent Engineer determining the Tests to be successful and all parts of the Multi-Level Car Parking Facility or Commercial Development, as the case may be, to have been completed and can be legally, safely and reliably placed in commercial operations, the Independent Engineer shall forthwith issue to the Concessionaire and the Authority a Certificate substantially in the form set forth in **Schedule U** (the "**Readiness Certificate**");
- 19.5. Independent Engineer may at the request of the Concessionaire issue a provisional certificate of completion ("**Provisional Readiness Certificate**") if the Tests are successful and all parts of Multi-Level Car Parking Facility or Commercial Development, as the case may be, can be legally, safely and reliably placed in commercial operation though certain works or things forming part thereof are not yet complete. In such an event such Provisional Readiness 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 Readiness Certificate. Subject to payment of Liquidated Damages equal to Rs. 10,00,000 (Rupees ten lakh) per week or part thereof on account of any delay beyond the aforesaid period of 30 (thirty) days, the Concessionaire shall be entitled to a further period of upto 90 (ninety) days for completion of Punch List items. Upon completion of all Punch List items to the satisfaction of the Independent Engineer, the Independent Engineer shall issue the Readiness Certificate to the Concessionaire for the Multi-Level Car Parking Facility or Commercial Development, as the case may be. Failure to complete the Punch List items in the manner set forth in this **Clause 19.5** shall entitle the Authority to initiate Termination of this Agreement in accordance with the provisions of **Clause 34.1**;
- 19.6. If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Readiness Certificate or Provisional Readiness 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 reschedule the Tests and hold the same as soon as reasonably practicable.
- 19.7. Upon receipt of a report from the Independent Engineer or after conducting its own review or inspection, if the Authority is not satisfied with the results of any Tests, it shall within 7 (seven) days thereof notify the Concessionaire of its reasons to conclude that the Readiness Certificate should not be issued, in which case the Concessionaire shall promptly take such action as will achieve such satisfaction. Such procedure shall be repeated as necessary after rectification and remedy of reasons/ causes by the

Concessionaire on account of which the Tests were unsuccessful, until the Readiness Certificate or Provisional Readiness Certificate has been issued in accordance with this Agreement by the Independent Engineer;

- 19.8. The Concessionaire shall bear all the expenses relating to Tests under this Agreement. For avoidance of doubt, it is clarified that if the Authority requires any Test to be conducted which is not specified in this Agreement and such Test is considered necessary in the opinion of the Independent Engineer, then the expenses on such Test shall be borne by the Authority.

20. **CHANGE IN SCOPE**

- 20.1. The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works, including repairs or replacement of the Multi-Level Car Parking Facilities damaged as a result of Force Majeure Event and services on or about the Multi-Level Car Parking Facilities under Project Site which are not included in the Scope of the Project as contemplated by this Agreement (the “**Change in Scope**”). Any such Change in Scope shall be made in accordance with the provisions of this **Article 20** and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with **Clause 20.5**.

- 20.2. If the Concessionaire determines at any time that a Change in Scope is necessary for providing adequate, safer and improved services to the Consumers, it shall by notice in writing require the Authority to consider such Change in Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change in Scope with modifications, if any, and initiate proceedings therefor in accordance with this **Article 20** or inform the Concessionaire in writing of its reasons for not accepting such Change in Scope.

- 20.3. Any works or services which are provided under and in accordance with this **Article 20** shall form part of the Project and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

20.4. Procedure for Change in Scope

- a) In the event of the Authority determining that a Change in Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the “**Change in Scope Notice**”).
- b) Upon receipt of a Change in Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority and the Independent Engineer such information as is necessary, together with preliminary Documentation in support of:
  - i. the impact, if any, which the Change in Scope is likely to have on the Scheduled Project Completion Date if the works or Services are required to be carried out during the Development Period; and
  - ii. the options for implementing the proposed Change in Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and

labour costs calculated in accordance with the SOR, and if in case any specific item is not covered in the SOR then in accordance with the market rates applicable at Gangtok to the works assigned by the Authority to its contractors, along with the proposed premium or discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

- c) Upon receipt of information set forth in **Clause 20.4 (b)** above, if the Authority decides to proceed with the Change in Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the “**Change in Scope Order**”) requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change in Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with **Clause 20.7**.
- d) The provisions of this Agreement, insofar as they relate to Project, shall apply mutatis mutandis to the works undertaken by the Concessionaire under this **Article 20**.

#### 20.5. Payment for Change in Scope

- a) Within 7 (seven) days of issuing a Change in Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 10% (ten per cent) of the cost of Change in Scope as agreed hereunder, and in the event of a Dispute, 10% (ten per cent) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Independent Engineer and the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.
- b) Notwithstanding anything to the contrary contained in **Clause 20.5 (a)**, all costs arising out of any Change in Scope Order issued during the Development Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 5% (five per cent) of the Estimated Project Cost.

#### 20.6. Restrictions on certain works

- a) Notwithstanding anything to the contrary contained in this **Article 20**, but subject to the provisions of **Clause 20.6 (b)**, the Authority shall not require the Concessionaire to undertake any works or Services if such works or Services

are likely to delay Scheduled Multi-Level Car Parking Completion Date; provided that in the event that the Authority considers such works or Services to be essential, it may issue a Change in Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining COD for Project and issuing the Readiness Certificate.

- b) Notwithstanding anything to the contrary contained in this **Article 20**, the Concessionaire shall be entitled to nullify any Change in Scope Order if it causes the cumulative increased costs relating to all the Change in Scope Orders to exceed 5% (five per cent) of the Estimated Project Cost at any time during the Concession Period.

20.7. Power of the Authority to undertake works

- a) Notwithstanding anything to the contrary contained in **Clause 20.1**, **Clause 20.4** and **Clause 20.5**, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or Services, contemplated under **Clause 20.5**, to any Person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 1% (one per cent) of the bid amount to the Authority, and thereupon securing the award of such works or Services. The Authority shall transfer 75% (seventy five percent) of the amount so received by the Concessionaire to the first ranked bidder whose bid shall have been matched by the Concessionaire. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the Person who undertakes the works or Services hereunder.
- b) The works undertaken in accordance with this **Clause 20.7** shall conform to the Concessionaire's DPR, Technical Specifications and Standards and Service Level Requirements, and shall be carried out in a manner that minimises the disruption in operation of the Project. The provisions of this Agreement, insofar as they relate to Project, shall apply mutatis mutandis to the works carried out under this **Clause 20.7**.

20.8. Reduction in Estimated Cost of the Project during the Concession Period

- a) Upon issuing any Change in Scope Orders, and if it causes the cumulative decreased costs relating to all the Change in Scope Orders to exceed 2% (two per cent) of the Estimated Project Cost at any time during the Concession Period, the Authority shall request the Independent Engineer to assess the impact of such Change in Scope Orders is likely to have on the Financial Model submitted by the Selected Bidder on either the Project Grant and / or Concession Period, and the expected accrued benefits to the Authority. The Independent Engineer shall calculate the revised Project Grant and / or Concession Period downwards.

**21. OPERATIONS AND MAINTENANCE OF PROJECT FACILITIES UNDER PROJECT SITE**

21.1. The Concessionaire shall, during the Operations Period, operate and maintain the Project Facilities, to ensure that they meet the Service Level Requirements and to ensure that the Project Facilities transferred to the Authority upon expiry of the Concession Period or earlier Termination, are in good condition, normal wear and tear expected having regard to their use, and in accordance with **Article 35**.

21.2. Maintenance and repairs

21.2.1. The Concessionaire shall, in consultation with the Independent Engineer, prepare not later than 90 (ninety) days before the conclusion of Development Period, the repair and maintenance manual (the "**Maintenance Manual**") for the regular and periodic maintenance, and shall ensure and procure that at all times during the Operations Period, the Project Facilities are maintained in a manner that it complies with the Service Level Requirements set forth in **Schedule P**;

21.2.2. The Concessionaire shall supply, at least 2 (two) months before the conclusion of the Development Period, 5 (five) hard copies of the Maintenance Manual to the Authority and 3 (three) hard copies to the Independent Engineer. The Concessionaire shall also supply, at least 2 (two) months before the conclusion of the Development Period, 5 (five) soft copies of the Maintenance Manual to the Authority and 3 (three) soft copies to the Independent Engineer. Copies of the Maintenance Manual shall also be made available by the Concessionaire for public inspection during office hours at a conspicuous place adjacent to the Authority's office in the city of Gangtok and on the Authority's and Concessionaire's respective website;

21.2.3. During the Operations Period, not later than 60 (sixty) days before the beginning of each Accounting Year, the Concessionaire, shall in consultation with the Independent Engineer prepare and provide to the Authority, its proposed programme of preventive and other scheduled maintenance of the Project Facilities subject to the minimum maintenance requirements set forth in Maintenance Manual, necessary to maintain the Project Facilities at all times in conformity with the Service Level Requirements (the "**Maintenance Programme**"). Such Maintenance Programme shall include but not be limited to the following:

- a) Intervals and procedures for the carrying out of inspection of all elements of the Project;
- b) Criteria to be adopted for deciding maintenance needs;
- c) Preventive maintenance schedule;
- d) Intervals at which the Concessionaire shall carry out periodic maintenance;
- e) Intervals for major maintenance and the scope thereof;
- f) Power theft management system; and
- g) Fixtures theft management system

- 21.2.4. During the Operations Period, the Concessionaire shall not carry out any material modifications to the Project Facilities save and except where such:
- i. Modification is required by Good Industry Practice; or
  - ii. Modification is necessary for the Project to operate in conformity with the Service Level Requirements prescribed under this Agreement.

Provided that the Concessionaire shall notify the Authority of the proposed modifications along with details thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider such suggestions as the Authority may make within 15 (fifteen) days of receipt of such details by the Authority.

- 21.3. During the Operations Period the Concessionaire shall:
- a) Undertake works in line with the agreed Maintenance Manual for improving the efficiency of the Multi-Level Car Parking and Commercial Development services to achieve the Service Level Requirements as specified in **Schedule P**, including but not limited to following:
    - i. Carry out a regular maintenance in accordance with the Maintenance Manual;
    - ii. Employ sufficient workmen and engineers to ensure smooth operation and maintenance;
    - iii. Submit to the Independent Engineer and Authority an organisation chart and update the same in a timely manner, which would include but not limited to Key Personnel;
    - iv. Establish store and testing facility to ensure proper stock of spares and facilitate testing of all components of the Project;
    - v. Be responsible for the Concessionaire Employees compensation / liability due to any injury or death of any personnel while performing duties related to the work under this Agreement;
    - vi. All Concessionaire Employees to ensure that all installation, operation and maintenance activities are carried out with full safety and by using all safety aids like helmets, gloves, earthing devices, testing gadgets;
    - vii. Follow all electrical safety rules and regulations as per Indian Electricity Act, GOS electric supply code and regulations, and conduct statutory inspection by electrical inspector;
    - viii. Provide mobile phones to all key persons to ensure proper operation and maintenance; and
    - ix. To rectify fault in accordance with the Service Level Requirements
  - b) To maintain the Service Level Requirements;
  - c) To obtain, maintain and renew, whenever necessary all Applicable Permits that may be required to perform Concessionaire's obligations stipulated in this Agreement;

- d) Ensure that all materials and workmanship used by the Concessionaire for the Project shall be in accordance with the standard specifications provided by the Authority in the Technical Specifications and Standards, or in absence of the same, in accordance with the Indian National Standards or the International Standards Organization as the case may be;
- e) The Concessionaire shall permit the Authority and the Independent Engineer to conduct quarterly or any time upon request an audit of the Project progress, accounts and records of the Concessionaire;
- f) To maintain required quantities of spares for emergency repairs and stores as required for prudent operational practices. The Authority shall have an option to purchase such spares from the Concessionaire at a rate determined by the Independent Engineer at the end of the Concession Period;
- g) Attend and resolve complaints within the time period as stipulated in the Agreement. The Concessionaire shall develop and maintain an IT system based on an appropriate software platform in order to manage all Project related complaints. The Concessionaire shall receive and handle all Consumer queries and complaints.
- h) Maintain the IT system in a good condition as per Good Industry Practice; and
- i) Report to the Authority and the Independent Engineer as per the Reporting Requirements stipulated in the Agreement.

21.4. Obligations relating to utilities, associated roads and trees

**a) Existing utilities and roads**

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that all existing roads, Right of Way or utilities on, under or above the Project Site are kept in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the Authority of the controlling body of that road, Right of Way or utility.

**b) Shifting of obstructing utilities**

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Project Site if and only if such utility causes a Material Adverse Effect on the construction, operation or maintenance of the Project Facilities. The cost of such shifting shall be borne by the Authority. If the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

**c) Felling of trees**

The Authority shall assist Concessionaire in obtaining the Applicable Permits for felling of trees, as identified by the Concessionaire, for this purpose if and only if such trees cause a Material Adverse Effect on the construction, operation or maintenance of the Project Facilities. The cost of such felling, stacking and transportation shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

- 21.5. Save and except as otherwise be expressly provided in this Agreement, if the Project Facilities 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 forthwith in a manner so as to make the Project conform in every respect to the Technical Specifications and Standards as prescribed by this Agreement.
- 21.6. In the event the Concessionaire does not maintain and/ or repair the Project Facilities or a part thereof upto and in accordance with the Technical Specifications and Standards and/or in accordance with the Maintenance Programme or the Maintenance Manual, and shall have failed to commence remedial works within 30 (thirty) days of receipt of notice in this behalf from the Authority or the Independent Engineer, or the O&M Inspection Report, as the case may be, the Authority shall, without prejudice to its rights under this Agreement, including Termination thereof, be entitled to undertake the repair and maintenance of the Project Facilities at the risk and cost of the Concessionaire and to recover the same from the Concessionaire. The Authority shall have the right and the Concessionaire hereby expressly grants to the Authority the right to deduct the same directly from the Development Period Performance Security or Operations Period Performance Security, as the case may be or from the Project Grant payable to the Concessionaire.
- 21.7. In the event the Authority does not exercise its option to undertake the required repair and maintenance after expiry of the 30 (thirty) days period stipulated in **Clause 21.6** it shall recover Liquidated Damages from the Concessionaire for default in operating and maintaining the Project Facilities in conformity with this Agreement. Such Liquidated Damages shall be payable after the aforesaid period of 30 (thirty) days and until the default is cured. The amount of Liquidated Damages shall be calculated for each day of default at the lower of the following, namely (a) Rs. 50,000 (Rs. fifty thousand), and (b) 0.5% (zero point five per cent) of the cost of such repair as estimated by the Independent Engineer. Recovery of such Liquidated Damages shall be without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

- 21.8. If the Concessionaire commences any works for curing any defects or deficiencies in the Project Facilities, it shall complete such works expeditiously in accordance with Good Industry Practice and Project Requirements. If such works are carried out in a manner that results in a delay of more than 30 (thirty) days as compared to the time required in accordance with Good Industry Practice and as certified by the Independent Engineer, the Authority shall recover Liquidated Damages from the Concessionaire as if a default had occurred under **Clause 21.7**.
- 21.9. The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Facilities is not available for operations and maintenance after the COD for Project on account of any of the following for the duration thereof:
- i. An event of Force Majeure;
  - ii. Measures taken to ensure the safe use of the Project Facilities except when unsafe conditions on the Project Site occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
  - iii. Compliance with a request from the Authority or the directions of any Government Agency the effect of which is to close all or any part of the Project Site

Notwithstanding the above, the Concessionaire shall operate and maintain all unaffected parts of the Project Site provided they can be safely operated.

## 22. **MONITORING AND SUPERVISION DURING OPERATIONS PERIOD**

- 22.1. The Concessionaire shall undertake periodic (at least once every calendar month) inspection of the Project Facilities to determine the condition of the Project Facilities including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Service Level Requirements and the maintenance required and shall submit reports of such inspection ("**Maintenance Reports**") to The Authority and the Independent Engineer.
- 22.2. The Independent Engineer shall review the Maintenance Reports and inspect the Project Facilities at least once a quarter during the Operations Period and make out an Inspection Report of such inspection (the "**O&M Inspection Report**"). The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire. The Concessionaire shall within 30 (thirty) days of the receipt of the O&M Inspection Report remedy the defects and deficiencies, if any, set forth in such O&M Inspection Report and submit its report in respect thereof to the Independent Engineer and the Authority within the said 30 (thirty) days period. Where the remedying of such defects or deficiencies 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. The O&M Inspection Report may also require the Concessionaire to undertake such tests as may be specified by the Independent Engineer for the purpose of determining that the Project Facilities are at all times in conformity with the Technical Specifications and Standards and Service Level Requirements. The Concessionaire

shall undertake such Tests without any delay and furnish a copy of the results thereof to the Independent Engineer and the Authority along with a written statement specifying in reasonable detail the measures, if any, that it proposes to undertake for curing the defaults or deficiencies indicated in such results. Such inspection or submission of O&M Inspection Report by the Independent Engineer or submission of a compliance of the O&M Inspection Report by the Concessionaire shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

- 22.3. The Authority may inspect the Project Facilities at any time for a review of the compliance by the Concessionaire with its maintenance obligations under this Agreement.

**23. INDEPENDENT ENGINEER**

- 23.1. The Authority shall appoint the Independent Engineer through a competitive bidding process, to undertake and perform the duties, work, services and activities set forth in **Schedule Q**.
- 23.2. The appointment of the Independent Engineer pursuant to **Clause 23.1** shall be for a period of three years. The Authority shall conduct a competitive bidding process, for every third year, to appoint the Independent Engineer.
- 23.3. The Independent Engineer shall report to the Authority about their work, services, and activities pursuant hereto through regular periodic reports (at least once every month) as the situation may warrant. Such report of Independent Engineer shall include but not be limited to the matters and things set forth in said **Schedule Q**.
- 23.4. The remuneration, cost and expenses of the Independent Engineer shall be borne equally by the Authority, along with other Authority and Concessionaire.
- 23.5. If either Party has reason to believe that the Independent Engineer is not discharging its duties in a fair, efficient and diligent manner, it may make a written representation to the other Party, stating its reasons in detail, seeking termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for amicable resolution of the dispute. If the dispute remains unresolved, it shall be resolved in accordance with the Dispute Resolution Procedure.
- 23.6. If either party disputes any advice, instruction or award of the Independent Engineer, the dispute shall be resolved in accordance with the Dispute Resolution Procedure.

## CHAPTER V: FINANCING ARRANGEMENTS

### 24. FINANCIAL CLOSE

- 24.1. During the Preparatory Period, the Authority shall provide the Concessionaire copies of an approval by the Authority' Board of Directors for the necessary approvals and budgetary allocations for the payment of Project Grant;
- 24.2. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire covenants with Authority that it shall achieve Financial Close within 150 (one hundred and fifty) days from the Appointed Date. If the Concessionaire fail to achieve Financial Close within the said 150 (one hundred and fifty) days period from Appointed Date, then the Concessionaire shall be entitled to a further period of 15 (fifteen) days subject to an advance weekly payment by the Concessionaire to the Authority of a sum of Rs. 500,000 (Rupees five lakh) per week or part thereof for any delay beyond the said 150 (one hundred and fifty) days period from the Appointed Date, as Liquidated Damages on account of such delay in achieving Financial Close within the said 150 (one hundred and fifty) days period from the Appointed Date. The Concessionaire shall make such payment within 7 (seven) days of receiving such demand from the Authority and any delay in making such payment shall attract interest at the rate of State Bank of India base rate, applicable on that date plus two per cent;
- 24.3. Notwithstanding anything to the contrary contained in this Agreement, and if the Authority is not in default under the provisions of this Agreement, Authority shall be entitled to Terminate this Agreement forthwith, without being liable in any manner whatsoever to the Concessionaire, by a communication in writing to the Concessionaire pursuant to **Clause 34.1** if the Concessionaire shall have failed to pay in advance the Liquidated Damages to the Authority under and in accordance with **Clause 24.2** above;
- 24.4. Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close shall not occur within 165 (one hundred and sixty five) days as set forth in **Clause 24.2** above, all rights, privileges, claims and entitlements, if any, of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 24.5. Upon Termination of this Agreement under **Clause 24.3** and **Clause 24.4**, the Authority shall forfeit the Development Period Performance Security, as Liquidated Damages.

### 25. SHAREHOLDING OF MEMBER OF THE CONSORTIUM IN THE CONCESSIONAIRE

- 25.1. In the event, the Concessionaire is a Consortium, then the Concessionaire confirms and undertakes that:

- a) The Lead Consortium Member shall, directly and not through any of its subsidiary or Associate company, hold minimum 51% (fifty one percent) equity stake / ownership in the Concessionaire from a commencement of the Concession Period to expiry of the two years of the Operations Period, and continue to be the single largest shareholder in the Concessionaire
- b) The other Consortium Member(s) shall directly, and not through any subsidiary or Associate company, hold minimum 20% (twenty percent) equity stake / ownership in the Concessionaire from a commencement of the Concession Period to expiry of two years of the Operations Period;
- c) The Consortium Members, collectively, shall directly, and not through any of its subsidiary or Associate company, hold minimum 100% (one hundred percent) equity stake / ownership in the Concessionaire from a commencement of the Concession Period to expiry of two years of the Operations Period;
- d) The Consortium Members, collectively, shall directly, and not through any of its subsidiary or Associate company, hold minimum 51% (fifty one percent) equity stake / ownership in the Concessionaire from the end of two years of the Operations Period to the Expiry Date; and
- e) Consortium Members shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project

25.2. In the event, the Concessionaire is not a Consortium, then the Concessionaire confirms and undertakes that, the Selected Bidder shall, directly and through its Directors/ shareholders, and not through any of its subsidiary or Associate company, hold minimum:

- a) 100% (one hundred percent) equity stake / ownership in the Concessionaire from a commencement of the Concession Period to expiry of two years of the Operations Period;
- b) 51% (fifty one percent) equity stake / ownership in the Concessionaire from the end of two years of the Operations Period to the Expiry Date; and
- c) The Selected Bidder shall solely be liable for all obligations of the Concessionaire in relation to the Project

## 26. PROJECT GRANT

26.1. The Authority's payment to the Concessionaire during the Concession Period under this Agreement, among others, will consist of a Project Grant that will be paid in the manner as detailed below and more specifically detailed as in **Schedule M**.

26.2. The Project Grant shall be capped at [XX]% of the Estimated Project Cost.

26.3. If the Authority unreasonably delays the payment of Project Grant due to the Concessionaire for a period in excess of 15 days from the date on which such amount falls due, as stipulated in **Schedule M**, the Authority shall be liable to pay interest on the said amount for each day of delay at the rate of prevailing State Bank of India base rate plus two percent;

26.4. Notwithstanding anything contrary stated in this Agreement, delaying payment of the Project Grant beyond 90 (ninety) days of the due date as stipulated in the **Schedule M**, shall constitute Authority Event of Default.

27. **ESCROW ACCOUNT**

27.1. The Concessionaire shall within 60 (sixty) days from the Appointed Date open and establish the escrow account with a Bank (the “**Escrow Bank**”). All funds constituting the Financing Documents for meeting the Estimated Project Cost and O&M expenses shall be credited to such Escrow Account. All other funds including but not limited to Construction Payment, etc. shall be credited to such Escrow Account. All disbursements or payments by the Authority pursuant hereto, including the Project Grant and Construction Payment shall subject to the rights of deductions and appropriations therefrom of the Authority under this Agreement, be deposited by the Authority in the Escrow Account;

27.2. The Escrow Account shall have following sub-accounts for:

- a) Project Grant;
- b) User Charges;
- c) Lease Payment from the Lessee at Commercial Development;
- d) Equity contribution from the Concessionaire;
- e) Any borrowing for the Project;
- f) Any other funding raised for the Project;
- g) Proceed from Insurance Cover; and
- h) Termination Payments and other monies paid or disbursed in accordance with the provisions of this Agreement and / or the Substitution Agreement.

27.3. The Authority at its sole discretion and if considers necessary shall open any other sub-account under Escrow Account.

27.4. Any fund or charges that the Authority considers appropriate, shall be credited to Escrow Account;

27.5. Disbursements from Escrow Account

27.5.1. The Authority and Concessionaire shall give, at the time of the opening of the Escrow Account, irrevocable instructions by way of an instruction to the Escrow Bank, by way of an Escrow Agreement substantially in form set forth in **Schedule V** (the “**Escrow Agreement**”) to the Escrow Bank instructing, inter alia, that the deposits into the Escrow Account shall be appropriated 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 for the Project;
- b) Remuneration payable to the Concessionaire Employees;
- c) Construction Payment to the Concessionaire;
- d) O&M Expenses;

- e) Project Grant;
- f) Any payments and Liquidated Damages due and payable by the Concessionaire to the Authority pursuant to this Agreement;
- g) Independent Engineer's remuneration;
- h) Any payments and Liquidated Damages due and payable by Authority to Concessionaire pursuant to this Agreement, including Termination claims; and
- i) Balance in accordance with the instructions of the Concessionaire.

27.5.2. The Authority or Concessionaire shall not in any manner modify the order of payment specified in **Clause 27.5.1**, except with the prior written approval of the Authority.

27.6. Notwithstanding anything to the contrary contained in this Agreement and subject to the provisions contained in this 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 Taxes due and payable by the Concessionaire for the Project;
- b) Remuneration to Concessionaire Employees;
- c) Project Grant payable to the Concessionaire;
- d) Any payments and Liquidated Damages due and payable by the Concessionaire to the Authority pursuant to this Agreement, including Termination claims;
- e) Any payments and Liquidated Damages due and payable by the Authority to Concessionaire pursuant to this Agreement, including Termination claims;
- f) Any other payments required to be made under this Agreement; and
- g) Balance, if any, on the instructions of the Concessionaire.

27.7. The instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in **Clause 27.6** have been discharged.

## 28. **INSURANCE**

28.1. **Insurance during the Development Period:** The Concessionaire shall effect and maintain, or cause to be effected and maintained, at no cost to the Authority during the Development Period such insurances upto such maximum sums as may be required under and in accordance with this Agreement, the Financing Documents, Applicable Laws and such insurance as the Concessionaire may reasonably consider necessary or desirable in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurance as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act of omission by the Concessionaire during the Development Period.

28.2. **Insurance during the Operations Period:** Not later than 4 (four) months prior to the anticipated COD for Project, the Concessionaire shall obtain and maintain at no cost to the Authority during the Operations Period in respect of the Project Facilities and its operations such insurance as may be required under any of the Financing Documents, Applicable Laws and such insurance as the Concessionaire may reasonably consider necessary or desirable in accordance with Good Industry Practice.

For the sake of brevity, the aggregate of the maximum sums insured under the insurance taken out by the Concessionaire pursuant to this **Article 28** are herein referred to as the “**Insurance Cover**”. The Concessionaire shall at his cost and expense, purchase and maintain by due reinstatement or otherwise, such Insurance Cover, during the Development Period and Operations Period, as are necessary including but not limited to the following:

- a) Concessionaire’s all risk insurance;
- b) Project Facilities risk insurance;
- c) Comprehensive third-party liability insurance including injury or death to personnel/ representatives, of Persons who may enter the Project Site;
- d) Workmen’s compensation insurance;
- e) Third Party Motor Vehicle Liability Insurance Covering use of all vehicles used by the Concessionaire or its Sub-Contractors, whether or not owned by them, in connection with its obligation under Agreement; and
- f) Concessionaire’s general liability arising out of the rights granted by the Authority under this Agreement

28.3. **Evidence of Insurance Cover:** All insurance obtained by the Concessionaire in accordance with this **Article 28** shall be maintained with insurer or reinsurers, and on terms consistent with Good Industry Practice. Within 30 (thirty) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, copies of certificates of insurance, copies of the insurance policies signed by an authorized representative of the insurer and copies of all premia payment receipts in respect of such insurance received from each insurance carrier, and such insurance will not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation, change of non-renewal has been received by the Authority.

28.4. **Remedy on Failure to Insure:** If the Concessionaire fails to effect and keep in force the insurance for which it is responsible pursuant hereto, the Authority shall have the option to keep in force any such insurance, and pay such premia and recover the costs thereof from the Concessionaire, or for the purposes of computation of payments to the Concessionaire pursuant to **Article 28** treat the insurance cover i.e. the maximum sums which such insurance was providing for had it been in force and effect as being deemed to have been received by the Concessionaire.

28.5. **Waiver of Subrogation:** All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers thereunder against, inter alia, the Authority, and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

28.6. **Concessionaire Waiver:** The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the Authority, and its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way

connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

- 28.7. **Application of Insurance Proceeds:** The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account (unless otherwise required by the Financing Documents) who shall, subject to its obligations under the Financing Documents, and notwithstanding anything contained in **Article 27**, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Facilities.

29. **ACCOUNTS AND AUDIT**

- 29.1. The Concessionaire shall furnish, within one week of its publication, a certified copy of the audited accounts and annual report published by the Concessionaire under the Applicable Laws.

30. **STEERING COMMITTEE**

- 30.1. The Authority shall form a steering committee (the "**Steering Committee**") comprising of following members<sup>1</sup>:
- a) The Chief Executive Officer, Gangtok Smart City Development Limited;
  - b) Independent Engineer;
  - c) The representative of the Concessionaire;
  - d) Any other independent member with a technical background of transportation sector that may be appointed jointly by the Authority and Concessionaire; and
  - e) Any other independent member with a public private partnership background, having experience in project management, that may be appointed jointly by the Authority and Concessionaire
- 30.2. The Steering Committee shall meet at a frequency determined by the Authority, and minimum once in every quarter of the Accounting Year;
- 30.3. The Steering Committee shall review the implementation and O&M of the Project, through Concession Period, provide guidance, as and when considered necessary and resolve Project related issues that may arise during the Concession Period.
- 30.4. Steering Committee shall try to resolve all issues referred to it in accordance with **Clause 30** in its meeting;
- 30.5. **Any issue remained unresolved at Steering Committee level shall be dealt in accordance with Article 41.**

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<sup>1</sup> The list is indicative, and the Authority of the Project may decide on a composition of the Steering Committee

## CHAPTER VI: FORCE MAJEURE

### 31. FORCE MAJEURE

- 31.1. A Force Majeure Event shall mean occurrence of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in **Clause 31.2**, **Clause 31.3** and **Clause 31.4** respectively hereinafter which prevent the Party claiming Force Majeure (the “**Affected Party**”) from performing its obligations under this Agreement and which act or event is (i) 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, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the Project.
- 31.2. Non-Political Events shall mean one or more of the following acts or events:
- a) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works) or landslide;
  - b) radioactive contamination or ionizing radiation;
  - c) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project Site for a period exceeding a continuous period of 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in **Clause 31.3** hereof;
  - d) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
  - e) 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 the Authority;
  - f) any pandemic situation, which prevents Concessionaire to provide Services for a period exceeding a continuous period of 6 (six) months in an Accounting Year; and
  - g) Any event or circumstance of a nature analogous to any of the foregoing.
- 31.3. Indirect Political Event shall mean one or more of the following acts or events:
- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents Concessionaire

to provide Services for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year;

- b) industry wide or state wide or India wide strikes or industrial action which prevent Concessionaire to provide Services for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year; or
- c) any public agitation which prevents Concessionaire to provide Services for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year.

31.4. Political Event shall mean one or more of the following acts or events by or on account GOI, GOS, the Authority or any other Governmental Agency:

- a) Change in Law, only when provisions of **Article 38** cannot be applied;
- b) expropriation or compulsory acquisition by any Governmental Agency of any Project Assets or Project Facilities or rights of the Concessionaire or of the Contractors; or
- c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of the Contractors to perform their respective obligations under the Project Agreements (other than a consent the obtaining of which is Conditions Precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

31.5. Upon the occurrence of any Force Majeure Event prior to Financial Close as set forth in **Article 24**, the following shall apply:

- a) There shall be no Termination except as provided in **Clause 31.8**;
- b) The date for achieving Financial Close shall be extended by the period for which such Force Majeure event shall subsist; and
- c) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.

31.6. Upon occurrence of any Force Majeure Event after Financial Close, the following shall apply:

- a) There shall be no Termination of this Agreement except as provided in **Clause 31.8**;
- b) Where the Force Majeure Event occurs before COD for Project, the dates set forth in the Project Completion Schedule, and the Development Period shall be extended by the period for which such Force Majeure Event shall subsist;

- c) Where the Force Majeure Event occurs after COD for Project, the Concessionaire shall continue to make all reasonable efforts to meet the Service Level Requirements; and
  - d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of **Clause 31.7**.
- 31.7. Subject to the provisions of **Clause 31.6**, upon occurrence of a Force Majeure Event after Financial Close, the costs arising out of such event shall be allocated as follows:
- a) When the Force Majeure Event is a Non-Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
  - b) 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 Claims, and to the extent such Force Majeure Costs exceed the Insurance Claims, one half of the same to the extent actually incurred and duly certified by the Statutory Auditors of Concessionaire and the Independent Engineer shall be reimbursed by the Authority to the Concessionaire in one lump sum or paid in three equal annual instalments with interest payable at prevailing State Bank of India base rate plus 2 (two) percent; and
  - c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the Statutory Auditors of Concessionaire and the Independent Engineer shall be reimbursed by the Authority to the Concessionaire in one lump sum or paid in three equal annual instalments with interest payable at prevailing State Bank of India base rate plus 2 (two) percent;
  - d) For avoidance of doubt, Force Majeure Costs shall not include any debt repayment or debt servicing obligations but shall include interest payments on such debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event.
- 31.8. If a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion Terminate this Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever, save as provided in **Clause 31.9**.
- 31.9. Upon Termination of this Agreement pursuant to **Clause 31.8**, Termination Payment to the Concessionaire shall be made in accordance with the following:
- a) If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 80% (eighty percentages) of Debt Due less Insurance Cover.
  - b) If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

- i. 90% (ninety percentages) of Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 100% (hundred per cent) of such unpaid claims shall be included in the computation of Debt Due; and
    - ii. 100% (one hundred and ten per cent) of the Adjusted Equity
  - c) If the Termination of this Agreement is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:
    - i. Debt Due, and
    - ii. 110% (one hundred and ten per cent) of the Adjusted Equity
- 31.10. 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.
- 31.11. Save and except as expressly provided in this **Article 31**, 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 31**.
- 31.12. 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 effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
  - b) Any notice pursuant to this **Clause 31.12** 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 31** 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 **Clause 31.12**, and such other information as the other Party may reasonably request the Affected Party to provide.

- 31.13. 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.

## CHAPTER VII: SUSPENSION AND TERMINATION

### 32. MATERIAL BREACH AND SUSPENSION

- 32.1. If the Concessionaire shall be in Material Breach of this Agreement, the Authority shall be entitled in its sole discretion and without prejudice to its other rights and remedies under this Agreement including its right of Termination hereunder, to (i) suspend all or any of the rights of the Concessionaire under this Agreement and (ii) exercise the rights of the Concessionaire under this Agreement itself or authorize any other person to exercise the same during such suspension (the “**Suspension**”). Such Suspension by the Authority shall be by a communication in writing to the Concessionaire and shall be effective forthwith upon the issue thereof to the Concessionaire. The Concessionaire shall also not be entitled to receive Construction Payment and/or Project Grant, as the case may be, from the Authority during this period. Provided, however, that the period of such Suspension under this **Article 32** shall not exceed 120 (one hundred twenty) days.
- 32.2. Subject to **Clause 32.1**, the Authority shall have the right to utilize the Development Period Performance Security or Operations Period Performance Security, as the case may be, for meeting the costs incurred by either the Authority or any of the Authority to remedy and rectify the cause of such Suspension and for defraying the O&M Expenses during such Suspension period. Provided, however, that if the Concessionaire is making diligent efforts to remedy and rectify such cause, then the Authority shall allow the Concessionaire reasonable time and opportunity for such remedy or rectification.
- 32.3. The Suspension of the rights of the Concessionaire by the Authority pursuant to **Clause 32.1** above shall be revoked by the Authority forthwith upon the Concessionaire having remedied the Material Breach during such Suspension period to the satisfaction of the Authority unless in the meantime this Agreement has been Terminated by the Authority in accordance with **Article 34**.
- 32.4. At any time during the period of Suspension under this **Article 32**, the Concessionaire may in writing notify to the Authority that it does not intend to cure the breach or default that had caused such Suspension. Within 7 (seven) days of receipt of such notice, the Authority shall Terminate this Agreement as if a Material Breach of this Agreement had occurred on account of a Concessionaire Event of Default.
- 32.5. Substitution of Concessionaire

At any time during the period of Suspension, the Lenders’ Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders’ Representative, the Authority shall withhold Termination for a period not exceeding 120 (one hundred and twenty) days from the date of Suspension, and any extension thereof under **Clause 32.1**, for enabling the Lenders’ Representative to exercise its rights of substitution on behalf of Senior Lenders.

**33. COMPENSATION FOR BREACH OF AGREEMENT**

- 33.1. In the event of Concessionaire being in material default of this Agreement and such default is cured before Termination, the Concessionaire shall pay to the Authority as compensation, all direct additional costs suffered or incurred by the Authority arising out of such material default by the Concessionaire, in one lumpsum within 30 (thirty) days of receiving the demand from the Authority.
- 33.2. In the event of the Authority being in material default of this Agreement and such default is cured before Termination, the Authority shall pay to the Concessionaire as compensation, all direct additional costs suffered or incurred by the Concessionaire arising out of such material default by the Authority, in one lumpsum within 30 (thirty) days of receiving the demand from the Concessionaire.

**34. TERMINATION**

**34.1. Termination for the Concessionaire Event of Default**

**34.1.1. Concessionaire Event of Default**

Following events shall constitute an event of default by the Concessionaire (the "**Concessionaire Event of Default**") unless such Concessionaire Event of Default has occurred as a result of the Authority Event of Default or a Force Majeure Event;

- a) The Concessionaire has failed to achieve any one or more than one of its Conditions Precedents on or before the 365 (three hundred and sixty five) days from the Appointed Date;
- b) The Concessionaire fails to achieve any Project milestone other than Scheduled Project Completion Date within the period set forth in **Schedule J** and fails to cure such default within a period of 15 (fifteen) days from the date of its occurrence.
- c) The Concessionaire is in Material Breach of this Agreement;
- d) The Concessionaire commits default in complying with any of the terms and conditions of this Agreement, save and except those defaults in respect of which Cure Period has been expressly provided in this Agreement and fails to remedy or rectify the same within the period provided in a notice in this behalf from the Authority which shall:
  - i. Require the Concessionaire to remedy the breach or breaches referred to in such notice within 1 (one) month (or such longer period as may be agreed by the Authority at its absolute discretion); or
  - ii. Permit the Concessionaire to put forward within 15 (fifteen) days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied.

- e) The Concessionaire creates any Encumbrance, charges or lien in favour of any Person save and except as otherwise expressly permitted;
- f) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- g) Concessionaire fails to deposit any payment in the Escrow Account, for more than 3 (three) days from its collection;
- h) Concessionaire fails to make payment due to any of the Associate Employees or delays such payment for more than 15 (fifteen) days of its due date;
- i) The Concessionaire fails to inform Authority about the change in shareholding and the Concessionaire does not suo moto cure such default within 30 (thirty) days of its occurrence;
- j) The transfer, pursuant to law of either (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or (ii) all or material part of the assets or undertaking of the Concessionaire except where such transfer in the reasonable opinion of the Authority 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 Project Agreements;
- k) A resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- l) The Concessionaire is adjudged bankrupt or insolvent or if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;
- m) 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 Agreements, 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 Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Financial Close; and

- iii. each of the Project Agreements remains in full force and effect;
- n) The Concessionaire is in Material Breach of any of the Project Agreements;
- o) The Concessionaire abandons the operations of the Project Facilities for more than 15 (fifteen) consecutive days without the prior consent of the Authority, provided that the Concessionaire shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by the Authority.
- p) The Concessionaire repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
- q) The Concessionaire suffers an execution being levied on any of its assets/ equipment causing a Material Adverse Effect on the Project and allows it to be continued for a period of 15 (fifteen) days;
- r) The Concessionaire has delayed any payment that has fallen due under this Agreement if such delay exceeds 90 (ninety) days; and

**The Concessionaire fails to achieve minimum 80% (eighty percentages) of Service Level Requirements for a period of two consecutive quarters.**

- 34.1.2. Save and except as otherwise provided in **Clause 34.2**, and without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of any breach or default by the Concessionaire under this Agreement including any Concessionaire Event of Default, the Authority shall be entitled to Terminate this Agreement by a communication in writing (the "**Termination Notice**") to the Concessionaire if the Concessionaire has failed to cure such breach or default within the period provided for the same in this Agreement provided that before issuing the Termination Notice, the Authority shall by a notice in writing inform the Concessionaire of its intention to issue the Termination Notice (the "**Preliminary Notice**") and grant 15 (fifteen) days time to the Concessionaire to make its representation, if any, against such intended Termination Notice and shall after the expiry of said 15 (fifteen) day period whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice. The Authority shall also mark a copy of such Preliminary Notice and/or Termination Notice, as the case may be, to the Senior Lenders, and keep Senior Lenders informed with respect to all developments and communications between the Concessionaire and the Authority regarding such Preliminary Notice and/or Termination Notice, as the case may be.
- 34.1.3. Subject to **Clause 34.2**, the following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.
  - i. The Cure Period shall commence from the date on which a Termination Notice in writing is delivered by the Authority to the Concessionaire asking the latter to cure the breach or default specified in such notice.

- ii. The Cure Period provided in this Agreement shall not relieve the Concessionaire from liability for Liquidated Damages caused by its breach or default;
  - iii. The Cure Period shall not in any way be extended by any period of Suspension under this Agreement; and
  - iv. If the cure of any breach by the Concessionaire requires any reasonable action by Concessionaire that must be approved by the Authority or the Independent Engineer hereunder the applicable Cure Period (and any liability of the Concessionaire for damages incurred) shall be extended by the period taken by the Authority or the Independent Engineer to accord their required approval.
- 34.2. Notwithstanding anything to the contrary contained in this Agreement, in the event of the Concessionaire being in default under any of the provisions hereof expressly providing for Termination under or in accordance with this **Clause 34.2**, the Authority shall be entitled to Terminate this Agreement forthwith by issuing a Termination Notice to the Concessionaire and upon issue of such Termination Notice by the Authority, this Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination, the Authority shall by notice grant to the Concessionaire a Cure Period of one month for curing the relevant breach or default of the provisions of this Agreement.
- 34.3. Upon Termination by the Authority on account of occurrence of Concessionaire Event of Default the Authority shall pay to the Concessionaire by way of Termination Payment an amount equal to 80% (eighty percentage) of Debt Due less insurance claims, if any, provided, however, that if all or any of the insurance claims are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall qualify for being included in the computation of Debt Due. Additional Liquidated Damages shall not apply. For avoidance of doubt, it is expressly clarified that the Termination Payment, as stipulated in this **Clause 34.3** shall be applicable only in case of the Concessionaire achieving COD for Project and completing at least one year of Operations Period.
- 34.4. Termination for the Authority Event of Default
- 34.4.1. The Concessionaire may after giving 90 (ninety) days notice in writing to the Authority Terminate this Agreement upon the occurrence and continuation of any of the following events (each a "**Authority Event of Default**"), unless any such the Authority Event of Default has occurred as a result of Concessionaire Event of Default or due to a Force Majeure Event.
- a) The Authority fails to release Construction Payment, if applicable or Project Grant, as the case may be, within 30 days of due date, and in accordance with the provisions of this Agreement;
  - b) The Authority fails to achieve any one or more than one of its Conditions Precedents on or before the 365 (three hundred and sixty five) days from the Appointed Date;

- c) Any representation made or warranty given by the Authority under this Agreement is found to be false or misleading;
  - d) The Authority is in breach of this Agreement and such breach has a Material Adverse Effect on the Concessionaire and the Authority has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Concessionaire;
  - e) The Authority repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
  - f) GoI or GOS or any Governmental Agency have by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Concessionaire and have failed to cure the same within 90 (ninety) days of receipt of notice by the Authority in this behalf from the Concessionaire;
  - g) The Authority has delayed any other payment to the Concessionaire or any agency concerned, that has fallen due under this Agreement if such delay exceeds 90 (ninety) days; and
  - h) Authority has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect.
- 34.4.2. Upon Termination by the Concessionaire on account of the Authority Event of Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:
- i. Debt Due, and
  - ii. 110% (one hundred and ten per cent) of the Adjusted Equity
- 34.5. Upon Termination of this Agreement for any reason whatsoever, the Authority shall:
- i. Take possession and control of Project Facilities and all Project Assets forthwith;
  - ii. Take possession and control forthwith of any materials, construction plant, implements, stores etc. on or about the Project Site;
  - iii. Restrain the Concessionaire and any Person claiming through or under the Concessionaire from entering upon the Project Site or any part of the Project Site; and/or
  - iv. Succeed upon election by the Authority without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreement as the Authority may in its discretion deem appropriate and shall upon such election be required to compensate such contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire as aforesaid. All sums

claimed by such Contractors as being due and owing for work and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and the Authority shall in no way or manner be liable or responsible for such sums.

- 34.6. The Termination Payment pursuant to this Agreement shall become due and payable to the Concessionaire by the Authority or vice-a-versa within thirty days of a demand being made by the Concessionaire with the necessary particulars duly certified by the Independent Engineer. If the Authority or the Concessionaire, as the case may be, fails to disburse the full Termination Payment within 30 (thirty) days, the amount remaining unpaid shall be disbursed along with interest at the prevailing State Bank of India base rate plus two per cent for the period of delay on such amount.
- 34.7. Payment of compensation of costs by the Authority pursuant to this **Article 34** shall be made by way of credit to the Escrow Account and such payment shall constitute valid discharge of the Authority's obligations for Termination Payment hereunder.
- 34.8. Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Agreement, including without limitation Termination Payments and Divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

**35. DIVESTMENT OF RIGHTS AND INTERESTS**

- 35.1. Upon Termination of this Agreement, the Concessionaire shall comply with the following:
- a) Notify to the Authority forthwith the location and particulars of all Project Assets;
  - b) Deliver forthwith actual or constructive possession of the Project Assets free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the Authority for fully and effectively divesting the Concessionaire of all of the rights, title and interest of the Concessionaire in the Project Facilities and conveying the Project Facilities free of any charge or cost to the Authority; and
  - c) Comply with the Divestment Requirements set out in **Clause 35.2**.
- 35.2. Upon Termination of this Agreement, the Concessionaire shall comply and conform to the following Divestment Requirements in respect of the Project Facilities:
- a) all Project Facilities shall have been renewed and cured of all defects and deficiencies as necessary so that the Project Facilities are compliant with the Technical Specifications and Standards set forth in this Agreement;

- b) all Project Facilities shall be free from defects in accordance with the Divestment Requirements as at **Schedule W**;
  - c) the Concessionaire delivers relevant records and reports pertaining to the Project Facilities and its design, engineering, construction, operation, and maintenance including all operation and maintenance records and programmes and manuals pertaining thereto and complete as built Drawings on the Divestment Date;
  - d) the Concessionaire executes such deeds of conveyance, documents and other writings as the Authority may reasonably require to convey, divest and assign all the rights, title and interest of the Concessionaire in the Project Facilities free from all Encumbrances absolutely and free of any charge or tax unto the Authority or its Nominee; and
  - e) the Concessionaire complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Concessionaire in the Project Facilities free from all Encumbrances absolutely and free of any charge or tax to the Authority or its nominee.
- 35.3. Not earlier than 3 (three) months before the expiry of the Concession Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of this Agreement, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Engineer shall verify, in the presence of a representative of the Concessionaire, compliance by the Concessionaire with the Divestment Requirements set forth in **Clause 35.2** in relation to the Project Facilities and, if required, cause appropriate tests to be carried out at the Concessionaire's cost for determining the compliance therewith. If any shortcomings in the Divestment Requirements are found by either Party, it shall notify the other of the same and the Concessionaire shall rectify the same at its cost. The provisions of **Article 36** shall apply mutatis mutandis in relation to repair or curing of defects under this **Article 35**.
- 35.4. Upon the Concessionaire conforming to all Divestment Requirements and handing over actual or constructive possession of the Project Facilities to the Authority or a person nominated by the Authority in this regard, the Authority shall issue a certificate (the "**Vesting Certificate**") which will have the effect of constituting evidence of divestment of all rights, title and lien in the Project Facilities by the Concessionaire and their vesting in the Authority pursuant hereto. Issue of the Vesting Certificate shall not be unreasonably withheld by the Authority. The divestment of all rights, title and lien in the Project Facilities shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Vesting Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on or in respect of the Project Facilities on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

- 35.5. Notwithstanding anything to the contrary contained in this Agreement, any Termination Payments made by the Authority into the Escrow Account shall not be withdrawn therefrom for any purpose whatsoever until the Vesting Certificate has been issued by the Authority under this Article.

## CHAPTER VIII: MISCELLANEOUS

### 36. DEFECTS LIABILITY

- 36.1. Not less than 6 (six) months nor more than 12 (twelve) months prior to the expiry of the Concession Period, the Concessionaire and the Independent Engineer shall conduct a joint inspection (the “**Initial Inspection**”) of the Project Site and all Project Facilities.
- 36.2. Within 30 (thirty) days after the completion of the Initial Inspection, the Concessionaire shall provide to the Independent Engineer a report on the condition of the Project Site and the Project Facilities and a notice setting out the Concessionaire’s proposals as to the renewal works required to comply with the Divestment Requirements.
- 36.3. The Independent Engineer may, within 15 (fifteen) days after receipt of the notice from the Concessionaire in accordance with **Clause 36.2**, by notice to the Concessionaire object to the proposals giving details of the grounds for such objection and shall give the Independent Engineer’s proposals in respect of the renewal works.
- 36.4. If no agreement is reached between the Concessionaire and the Independent Engineer within 30 (thirty) days of receipt of such notice, then either the Concessionaire or the Independent Engineer may refer the matter to the Disputes Resolution Procedure.
- 36.5. Upon agreement or determination in accordance with the Disputes Resolution Procedure, the Concessionaire shall carry out the renewal works at its own cost.
- 36.6. Not less than 3 (three) months nor more than 6 (six) months prior to the expiry of the Concession Period, the Concessionaire and the Independent Engineer shall conduct a joint inspection (the “**Second Inspection**”) of all elements of the Project Site and Project Facilities (whether or not the Renewal Works have been carried out).
- 36.7. Within 15 (fifteen) days after the completion of the Second Inspection, the Concessionaire shall provide to the Independent Engineer a report on the condition of the Project Site and Project Facilities and a notice setting out any revisions or additions to the renewal works required in order to ensure compliance with the Divestment Requirements.
- 36.8. The Independent Engineer may, within 15 (fifteen) days after receipt of the notice from the Concessionaire in accordance with **Clause 36.7**, by notice to the Concessionaire object to the proposed revisions giving details of the grounds for such objection and shall give the Independent Engineer proposals in respect of such matters.
- 36.9. If no agreement is reached between the Concessionaire and the Independent Engineer within 10 (ten) days of receipt of such notice, then either the Concessionaire

or the Independent Engineer may refer the matter to the Dispute Resolution Procedure.

- 36.10. Upon agreement or determination in accordance with the Disputes Resolution Procedure, the Concessionaire shall carry out the renewal works (as so revised) at its own cost.
- 36.11. From the date which is 1 (one) year prior to the expiry of the Concession Period a sufficient and appropriate sum as estimated by the Independent Engineer for Renewal Works, shall, notwithstanding anything to the contrary contained in this Agreement, be retained in the Escrow Account, provided that if a Bank Guarantee of an equivalent sum in the form and content acceptable to the Authority has been furnished by the Concessionaire to the Authority, no such retention shall be made.
- 36.12. If following the Second Inspection, it is agreed or determined that no renewal works are required, then within 14 (fourteen) days of such agreement, 50% (fifty percent) of the sums retained in accordance with **Clause 36.11** shall be released from the Escrow Account to the Concessionaire.
- 36.13. Within 14 (fourteen) days after the issue of the Vesting Certificate issued in accordance with **Clause 35.4** the sums retained in accordance with **Clause 36.11** shall be released from the Escrow Account to the Concessionaire.

### 37. **ASSIGNMENT AND CHARGES**

- 37.1. This Agreement shall not be assigned by the Concessionaire, save and except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason whatsoever.
- 37.2. The Concessionaire shall neither 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 Agreements to which Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason whatsoever. For avoidance of doubt, it is expressly clarified that the restraint set forth in this **Clause 37.2** shall not apply to:
- i. Liens/ Encumbrances arising by operation of Applicable Law (or by an Agreement evidencing the same) in the ordinary course of business of the Concessionaire;
  - ii. Pledges/ hypothecation of goods/ stocks, and revenue as security for in favour of the Senior Lenders and working capital providers for the Project;
  - iii. Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Senior Lenders as security for financial assistance provided by them;
  - iv. Receivables as security in favour of the Senior Lenders
- 37.3. For avoidance of doubt, it is expressly clarified that the Authority may authorise Concessionaire, in its own discretion, to create any Encumbrance over the Project

Assets constructed on the Project Site, excluding Land and this Agreement in favour of the Senior Lenders for enabling Financial Close. The Authority may enter into such agreement as may be required by the Senior Lenders to enable Financial Close of the Project and creation of the Encumbrance required by the Lenders. Without prejudice to the terms of this Agreement, the Authority shall be governed by the terms of any agreement that the Senior Lenders may have entered into with the Authority in respect of the Encumbrance over the Project Facilities (other than the land constituting the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favour of the Senior Lenders. The mortgage of land may be allowed subject to approval of the State Government of Sikkim for which the Concessionaire will be required to draw a separate agreement in this regard.

37.4. Notwithstanding anything to the contrary contained in this Agreement the Authority may assign any of its rights and benefits and/or obligations under this Agreement pursuant to any direction of GOI or by operation of law or in the course of its own business.

**38. CHANGE IN LAW**

38.1. The occurrence of any of the following events post Bid shall be considered as Change in Law:

- 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 Bid; or
- d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid

38.2. If as a result of Change in Law, the Concessionaire suffers an increase in costs, the aggregate financial effect of which exceeds Rs.25 Lakh (Rupees twenty five lakh) in any Accounting Year, the Concessionaire may notify the Authority and propose amendments to this Agreement so as to put the Concessionaire in the same financial position as it would have occupied had there been no such Change in Law resulting in such cost increase, reduction in return or other financial burden as aforesaid. Upon notification by the Concessionaire as aforesaid, the Parties shall meet as soon as reasonably practicable, but no later than 30 (thirty) days and either agree on amendments to this Agreement or on alternative arrangements to implement the foregoing.

Provided that if no agreement is reached as aforesaid by the Parties within 90 (ninety) days of the meeting pursuant to this **Clause 38.2**, the Concessionaire may by notice in writing require the Authority to pay an amount that would put the Concessionaire in the same financial position it would have occupied had there been so such Change in Law resulting in such cost increase, reduction in return or other financial burden as aforesaid. Such notice shall be accompanied by necessary particulars duly certified by the Statutory Auditors of the Concessionaire. If the Authority disputes the quantum of

such compensation claim of the Concessionaire, the same shall be finally settled in accordance with the Dispute Resolution Procedure.

- 38.3. If as a result of Change in Law, the Concessionaire enjoys a reduction in costs or other financial benefit, the aggregate financial effect of which exceeds Rs. 25 Lakh (Rupees twenty five lakh) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to put the Authority in the same financial position as it would have occupied had there been so such Change in Law resulting in such decreased cost, increase in return or other financial benefit as aforesaid. Upon notification by the Authority as aforesaid, the Parties shall meet as soon as reasonably practicable, but no later than 30 (thirty) days and either agree on such amendments to this Agreement or on alternative arrangements to implement the foregoing.

Provided that if no agreement is reached as aforesaid by the Parties within 90 (ninety) days of the meeting pursuant to this **Clause 38.3**, the Authority may by notice in writing require the Concessionaire to pay an amount that would put the Concessionaire in the same financial position it would have occupied had there been no such Change in Law resulting in such decreased cost, increase in return or other financial benefit as aforesaid. Such notice shall be accompanied by necessary particulars duly certified by the Authority. If the Concessionaire disputes such claim of the Authority, the same shall be finally settled in accordance with the Dispute Resolution Procedure.

- 38.4. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not be liable to reimburse to the Concessionaire any sums on account of any Change in Law if the aggregate financial effect of such changes in any Accounting Year is less than or equal to Rs.25.0 lakh (Rupees twenty five lakh).

### 39. **LIABILITY AND INDEMNITY**

#### 39.1. General indemnity

- a) The Concessionaire will indemnify, defend and hold the Authority and other Authority harmless against any and all proceedings, actions and, third party claims (other than a claim by the Authority or GOI for loss, damage and expense of whatever kind and nature arising out of the design, engineering, construction and procurement for Project Site, and O&M of the Project or arising out of a breach by Concessionaire of any of its obligations under this Agreement except to the extent that any such claim has arisen due to the Authority Event of Default).
- b) The Authority 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 the Authority in the land comprised in the Project Site adversely affecting the performance of the Concessionaire's obligations under this Agreement and/or arising out of acts done in discharge of their lawful functions by the Authority , their officers, servants, agents, subsidiaries and contractors ("**Authority Indemnified Persons**") including the Authority Events of Default except to the extent that any

such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents including due to Concessionaire Event of Default.

- 39.2. Without limiting the generality of **Clause 39.1** the Concessionaire shall fully indemnify, save harmless and defend the Authority and all Authority including their officers, servants, agents, advisors and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits, (b) 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.
- 39.3. Without limiting the generality of the provisions of this **Article 39**, the Concessionaire shall fully indemnify, save harmless and defend the Authority indemnified Person from and against any and all damages which the Authority Indemnified Persons 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 enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authoring continued use of the infringing work. If the Concessionaire is unable to secure such licence 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.
- 39.4. 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 39** (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 the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

39.5. Defence of Claims

39.5.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this **Article 39**, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, 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.

39.5.2. If the Indemnifying Party has exercised its rights under **Clause 39.4**, 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).

39.5.3. If the Indemnifying Party exercises its rights under **Clause 39.4** 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:

- a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c) the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
  - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
  - ii. 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 clauses (b), (c) or (d) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence 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.

#### 40. **RIGHTS AND TITLE OVER THE PROJECT SITE**

- 40.1. The Concessionaire shall have exclusive rights to the use of the Project Site during the Concession Period, in accordance with the provisions of this Agreement.
- 40.2. The Concessionaire shall allow access to, and use of the Project Site for telegraph lines, electric lines or such other public purposes as the Authority may specify. Where such access or use causes any damage to the Project and consequent financial loss to the Concessionaire, it may seek compensation or damages from such user of the Project Site as per Applicable Laws.
- 40.3. For the purposes of claiming benefit for the depreciation, the Concessionaire may refer the accounting standards guidelines issued by the Institute of Chartered Accountants of India (ICAI). The Authority shall not be liable in respect of any depreciation claimed by the Concessionaire.
- 40.4. The Concessionaire shall not be liable to pay any property taxes for the Project Site.
- 40.5. The Concessionaire shall not sublet the whole or any part of the Project Site save and except as may be expressly set forth in this Agreement provided however that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Site including Project Facilities.

#### 41. **DISPUTE RESOLUTION**

- 41.1. Amicable Resolution
  - a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project Facilities 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 in accordance with the conciliation procedure set forth in Sub-clause (b) below.
  - b) In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Steering Committee, for the time being for amicable settlement. Upon such reference, the Steering Committee shall meet not later than

7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting, either Party may refer the dispute to arbitration in accordance with the provisions of **Clause 41.2**.

- c) If the Dispute is not resolved as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the provisions of **Clause 41.2** shall apply.

#### 41.2. Arbitration

- 41.2.1. Any Dispute, which is not resolved amicably as provided in **Clause 41.1** shall be finally decided by reference to arbitration by a Board of Arbitrators, appointed pursuant to **Clause 41.2.2** below. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.
- 41.2.2. There shall be a Board of three arbitrators of whom each party shall select one and the third arbitrator shall be appointed in accordance with the Rules of Arbitration of the Indian Council of Arbitration.
- 41.2.3. The arbitrators shall issue a reasoned award.
- 41.2.4. The venue of such arbitration shall be Gangtok, Sikkim, India.
- 41.2.5. The Concessionaire and the Authority undertake to carry out any decision or award of the arbitrators (the "**Award**") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- 41.2.6. The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and / or the Authority, as the case may be and their respective assets wherever situated.
- 41.2.7. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 41.2.8. The proceeding of Arbitration to be conducted in English language; and
- 41.2.9. The cost of Arbitration shall be shared equally between the Parties.

42. **DISCLOSURE**

42.1. The Authority shall make available for inspection by members of public free of charge during normal business hours on all working days copies of Request for Proposal document, this Concession Agreement along with its Schedules and Project Information Memorandum (hereinafter collectively referred to as “**Public Documents**”) at the Authority’s head office and on Authority’s website during the subsistence of this Agreement. The Authority shall prominently display the public notices about the availability of the Public Documents for inspection and shall make available upon request and payment in advance of copying charges on no profit-no loss basis to members of public copies of the said Public Documents.

43. **REDRESSAL OF PUBLIC GRIEVANCE**

43.1. The Concessionaire shall maintain a public relations office and keep it open to public access at all times. At each such office, the Concessionaire shall open and maintain a register (the “**Complaints Register**”), in a physical form and soft form, and as an online complaint mechanism through its website or kiosks or citizen service centres or through e-mail or through SMS system, for recording of complaints by any person (the “**Complainant**”) at any time of the day. The availability of and access to such office and the Complaints Register shall be prominently displayed by the Concessionaire at each public relations office so as to bring it to the attention of all persons entering and exiting the office.

43.2. Each complaint recorded therein shall also be duly numbered. Soon after a complaint is registered the Complainant shall be given a receipt, either in physical form or soft form, by such office stating the date and complaint number, which the Complainant may refer to in any subsequent correspondence or claim. The Complaints Register shall have appropriate columns including but not limited to the complaint number and date, name and address of the Complainant, the complaint and the action taken by the Concessionaire thereon.

43.3. The Concessionaire shall inspect the Complaints Register on a daily basis and take prompt steps for redressal of the grievances stated in each complaint. The action so taken by the Concessionaire shall be briefly noted in the ‘Action taken’ column of the Complaints Register and a suitable reply shall also be sent to the Complainant by post and/or courier and/or SMS and/or e-mail.

43.4. Within one week following the close of each calendar month, the Concessionaire shall send to the Authority a copy of the Complaints Register on which any entries have been recorded of any Complaint on the Concessionaire during the course of such month. The Authority may in its discretion direct the Concessionaire to take such further reasonable action as the Authority may deem appropriate for a fair and just redressal of any grievance. Where the Authority is of the opinion that the Complainant is entitled to any further redressal or compensation beyond what the Concessionaire is willing to provide, the Authority may refer the matter to the consumer redressal forum

having jurisdiction for its disposal in accordance with the provisions of the Consumer Protection Act, 1986.

**44. GOVERNING LAW AND JURISDICTION**

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

**45. MISCELLANEOUS**

45.1. Waiver

- a) Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of 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 of or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the 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 thereunder 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 of any variation or the relinquishment of any such right hereunder.

45.2. Survival

Termination of this Agreement (a) shall not relieve the Concessionaire or the Authority of any obligations hereunder which expressly or by implication survives 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. All obligations surviving the cancellation, expiration or Termination of this Agreement shall only survive for a period of 3 (three) years following the date of such Termination or expiry of this Agreement.

45.3. Entire Agreement

This Agreement and the Schedules together with the any addendum/amendments to this Agreement, the Letter of Acceptance; the clarifications issued by the Authority dated [●] and [●], the Addendum/Corrigendum to the Request for Proposal (if any) and Request for Proposal document constitutes the complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof, and no amendment or modification hereto will be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

#### 45.4. Notices

Any notice or other communication to be given by Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Concessionaire, be given by letter delivered by hand to the address given and marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the Concessionaire may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside Gangtok may (if they are subsequently confirmed by sending a copy thereof by first class registered airmail or by courier) be sent by facsimile to the number as the Concessionaire may from time to time designate by notice to the Authority; and
- b) in the case of the Authority, be given by letter delivered by hand and be addressed to the Chief Executive Officer, Gangtok

Copies of all notices shall also be sent by facsimile and by registered acknowledgement due pre-paid post or courier.

Copies of all notices shall also be sent to the Authority.

#### 45.5. 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 one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

#### 45.6. 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.

#### 45.7. Language

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

45.8. Stamp Duty

Notwithstanding anything to the contrary contained elsewhere in this Agreement, all charges and expenses including stamp duty and registration charge, if any, relating to this Agreement or arising in relation to this Agreement, or any amendment of this agreement or Substitution Agreement will be borne by Concessionaire or the selectee as the case may be.

45.9. Exclusion of Implied Warranties, etc.

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

45.10. Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED

THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED

For and on behalf of

Gangtok Smart City Development Limited

By

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of

CONCESSIONAIRE by:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

In the presence of:

1.

2.

**SCHEDULE A: LETTER OF ACCEPTANCE**

*(To be attached before signing of the Concession Agreement)*

**SCHEDULE B: BID SUBMITTED BY THE CONCESSIONAIRE**

*(To be attached before signing of the Concession Agreement)*

## **SCHEDULE C: SCOPE OF WORK FOR MULTI-LEVEL CAR PARKING FACILITY**

### **General**

The proposed Integrated Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg Multi-Level Car Parking, Gangtok shall be planned and designed as an iconic/ landmark Multi-Level Car Parking complex with contemporary innovative designs and amenities. The integrated Multi-Level Car Parking cum Commercial Development shall broadly consist of two parts:

- a) Multi-Level Car Parking Facilities; and
- b) Commercial Development.

Scope of Works for Multi-Level Car Parking Facilities is provided in **Schedule C** while **Schedule D** provides the Scope of Works for Commercial Development that are to be developed at Project Site.

Multi-Level Car Parking Facilities shall include

- i. Multi-Level Car Parking Elements;
- ii. Common areas and Support Infrastructure related to Multi-Level Car Parking Facilities; and
- iii. Any other structures, works, appurtenances or facilities constructed at the Multi-Level Car Parking Facilities, more particularly described in this **Schedule C**, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site.

### **Broad Scope of Works**

The development of the Multi-Level Car Parking Facilities shall include all such features and components that are required to make it fully functional in all respects and thus to serve its intended purpose completely. The Concessionaire, while developing the Multi-Level Car Parking Facilities shall also take in to consideration for the services that it has to provide in conformity with Service Level Parameters indicated in **Schedule P** with any other requirements of the Concession Agreement, throughout the Concession Period.

- A. Demolish the existing Multi-Level Car Parking Facility at the Project Site
- B. **Construction Works:** The Concessionaire shall ensure that construction of building structure of the Multi-Level Car Parking Facilities is undertaken in accordance with the design approved by the Independent Engineer in consultation with the Authority. Entire construction shall be in conformity with the Technical Specifications and Standards set forth in this document. The development works shall include, but be not limited to, the following:
  1. Plan and design, build, demolish, finance, operate, maintain and transfer the Multi Level Car Parking cum Commercial Development with modern facilities on the Site set forth in **Schedule E** in conformity with the provisions of this Agreement;
  2. Detailed design & detailed engineering in accordance with Good Industry Practice for Construction drawings related to the execution of the Multi-Level Car Parking Facilities;

3. Development of Multi-Level Car Parking Elements which shall include the ECSs, vehicle circulation area, exit & entry for vehicles and other components described in subsequent paragraphs of this **Schedule C**;
4. To develop the Multi level car parking and commercial development as.
  - Level 0 and level 1 shall be ordinary parking floors, to be handed over to the authority for running the intercity stand. In accordance with the provisions of point ee of clause 12.1.
  - The level 2 and level 3 shall be puzzle / Stack parking within the revenue stream of the concessionaire.
  - The level from 4 to level 10 shall be the commercial development
5. The traffic flowing in or out of the MLCP shall be so designed so as to ensure that the traffic movement in the NH is not delayed due to spillage.
6. The concessionaire shall perform detailed environmental assessment and geo technical studies and obtain the approvals of the relevant authority.
7. The concessionaire shall further submit to GSCDL the detailed structure design and traffic flow designs characteristics duly vetted by one of the IIT's.
8. so as to ensure that the traffic movement in the NH is not delayed due to spillage.
9. Provide IT components for the smart monitoring of the Multi-Level Car Parking Facility that can be controlled and/or observed through centralised command centre, which is being developed by the Authority;
10. Provide visitor amenities that shall include, but be not limited to, kiosks, ticketing counters, toilets, drinking water chambers, dustbins, parking areas for public, private and intermediate public transport, etc and other components described in subsequent paragraphs of this **Schedule C**;
11. Design and construct supporting infrastructure facilities related to internal circulation, Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitation, Electric Sub Station, solar lighting (if needed), Communication System, Facilities for the differentially-abled persons, etc.

### **C. O & M Works**

1. **Maintenance Works:** This shall include routine and periodic maintenance activities only for the Multi-Level Car Parking Facility. The routine maintenance will include maintenance of vehicles and visitor circulation area, MLCP building, visitor concourse areas, visitor amenities, corridors/ subways and other such areas, pavement, curb stones, foot paths, water supply, drainage and sewerage, solid waste management, other building services, mechanical/electronic equipments, solar/ electrical system, etc. The periodic maintenance shall include maintenance at regular identified intervals for various Multi-Level Car Parking components.
2. **Operations Management:** The operations management is related only to the Multi-Level Car Parking Facilities which shall include the following Multi-Level Car Parking operations:
  - a) Management of inflow and outflow of four wheelers and two wheelers;
  - b) Allocation of ECSs as per instructions of Authority and/or Independent Engineer;
  - c) Streamlining of traffic flows and circulation pattern;

- d) The traffic flowing in or out of the MLCP shall be so designed so as to ensure that the traffic movement in the NH is not delayed due to spillage.
- e) Collection of lease;
- f) Collection of User Charges as per **Schedule H**;
- g) Proper upkeep of information and communication systems including public address system;
- h) Other MLCP operations shall include towing of break down vehicles from the Multi-Level Car Parking and develop emergency response system for the same;
- i) Undertaking traffic management measures in internal circulation during routine and periodic maintenance activities.
- j) Implementing the Management Information System (MIS) that would help in monitoring of the operation and maintenance activities in the Multi-Level Car Parking.
- k) Multi-Level Car Parking Facilities are to be kept clean at all times. The dustbins should not be overflowing at any time and disposal of solid waste/garbage to be arranged as per Solid Waste Management Rule, 2000 and subsequent amendments.
- l) Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.
- m) The illumination at the Multi-Level Car Parking Facilities is functional at all times. Electrical safety is to be ensured for users as well as for Concessionaire Employees.
- n) Security of all Multi-Level Car Parking Facilities to be ensured round the clock.
- o) The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Multi-Level Car Parking Facilities.
- p) The staff provided should be literate and courteous toward the users and assist physically challenged and old age commuters.

### **Multi-Level Car Parking Facilities**

As already outlined above, the Multi-Level Car Parking Facilities shall comprise of the following:

- A. **Multi-Level Car Parking Elements:** The development works under this head shall include the following subcomponents:
  - a) Required ECSs for general public and occupants/ visitors of the Commercial Development
  - b) Vehicle circulation area & approach roads
  - c) Entry & Exit of vehicles to the Multi-Level Car Parking Facility
  - d) Entry & Exit of visitors to the Multi-Level Car Parking Facility
  - e) Interconnecting Subways & Pathways, Foot over bridge, Escalators, Ramps between various components
  - f) Providing & management of Information System including public address system
  - g) Security Guard Cabins at entry/ exit of Multi-Level Car Parking
  - h) User Charges collection system at the exit.
  - i) Hi-tech Security System for Multi-Level Car Parking Facilities

- B. Visitor amenities:** The visitor amenities shall mainly comprise of the following:
- a) Visitor Concourse Area for Boarding & Alighting
  - b) Visitor Platform for Alighting & Boarding
  - c) Ticketing Counters
  - d) Visitor information centers
  - e) Public Utilities (Toilets, Drinking Water Chambers etc.)
  - f) Rest Room for the drivers/ taxi-operators including wash rooms
  - g) Information sign boards & display boards
- C. Common areas and Support Infrastructure:** The supporting infrastructure requirements in the Multi-Level Car Parking shall comprise of the following:
- a) Water Supply and Sanitation Structures
  - b) Storm Water Drainage
  - c) Rain Water Harvesting Structures
  - d) Solid Waste Management Systems
  - e) Communication Systems
  - f) Landscaped Area
  - g) Electric Sub-Station /Transformer
  - h) Compound Walls and other physical separators for the segregation of components
  - i) Roads, curb stones and food paths
- D. Any other structure and facilities:** Notwithstanding anything contradictory contained hereinabove, any other structure and facilities as may be required to meet the obligations as stipulated in the Concession Agreement shall be provided by the Concessionaire.

### **Factors Considered for Multi-Level Car Parking Facilities Design**

The Concessionaire, while designing the Multi-Level Car Parking Facility shall consider and comply with the following planning & design parameters:

- The most important design consideration for a MLCP is the safety requirement.
- The interior of the MLCP should be duly reckoned for its usefulness, open areas and aesthetics. Multi-Level Car Parking shall have high quality seating, flooring, ceiling, lighting etc. Marble wainscoting, aluminum/ S.S. finishes, granite floors, impressive lighting fixtures, granite and limestone should be incorporated into its art deco design including glow signage.
- The building should be Bureau of Energy Efficiency, Energy Conservation and Development Code compliant to the extent possible. This will help to save energy cost and also entitle to get carbon credits.

### **Common Area & Facilities**

#### **A. Water Supply Structures**

- The Concessionaire shall provide adequate number of water storage and supply structures in the form of over head water storage and underground water storage tanks. These tanks shall be of adequate capacity to meet the peak hour requirements of the Multi-Level Car Parking and shall be designed and built as per

relevant standards. Apart from meeting the user requirements, water storage shall be maintained for meeting the contingency requirements in case of fire or similar incidents.

- The Concessionaire shall also provide pump chamber along with the requisite mechanical, electrical equipments and other accessories installed in a proper enclosure as per relevant standards in a suitable area.
- The water supply distribution network shall be laid exclusively for the Multi-Level Car Parking Facilities.

**B. Sewerage System**

- The Concessionaire shall provide adequate system of sewer lines and for disposal of sewerage by connecting to the public sewers.

**C. Rain Water Harvesting Structures**

- The Concessionaire shall mandatorily provide rain water harvesting system in the Multi-Level Car Parking. This shall consist of a properly designed network which shall be clean and maintained properly at all times.

**D. Solid Waste Management System**

- The Concessionaire shall provide adequate facility for storage of solid waste at the Multi-Level Car Parking. The facility shall be a proper enclosure and should not be aesthetically unpleasant. All the solid waste from the Multi-Level Car Parking shall be collected and stored in this facility, before being taken for disposal by relevant authorities.

**E. Communication System**

- The Concessionaire shall provide a state-of-art communication system which shall primarily consist of telecommunication and networking equipments. These shall form the basic infrastructure for implementing the Management Information System in the Multi-Level Car Parking.
- Different departments/ maintenance staff of the Concessionaire should be accessible on call at all times. Preferably walky-talkies and wireless local loop phones shall be provided.

**F. Landscaping Area**

- No area/pocket in the Multi-Level Car Parking is to be left barren. Adequate Landscaping shall be done in the Project Site area for improving the aesthetics of the Multi-Level Car Parking. The landscaped pockets shall be properly illuminated and railings of suitable type shall be provided to segregate the same from other components of the Multi-Level Car Parking. Landscaped area shall be provided as a buffer between the visitor concourse area and the commercial development component as has been illustrated in the concept master plan.

**G. Electricity Supply & Illumination Standards**

- An electric sub-station/ Transformer may be provided in the Multi-Level Car Parking for electric supply to the Multi-Level Car Parking Facility.
- Apart from the electric supply, in case of emergencies, there shall be provision for Standby Diesel Generator Sets of suitable capacity which shall be provided in the

Multi-Level Car Parking in a non-polluting manner for power backup to the MLCP during power breakdowns and power cuts.

- The Multi-Level Car Parking shall be adequately lit as per the minimum approximate illumination standards prescribed. During night time common areas and facilities should be sufficiently illuminated to ensure visibility and safety to users. High mast lighting shall be provided to lit up the Multi-Level Car Parking area.

### Minimum Illumination Standards

S. No.	Project Component	Minimum Approximate Illumination (Lux)
1	Visitor Circulation Area	150
2	Administrative Office	150
3	Corridors	70
4	Restaurant	70
5	Cloakroom	100
6	Toilets	100
7	Waiting Halls	150
8	Parking Areas	
	a) Surface Parking	50
	b) Basement Parking	70
	c) Ramp	70
9	Roofs	20
10	External Lighting	20

### H. Compound Wall

- Compound wall for the Multi-Level Car Parking & Project Site area shall be constructed to protect the terminal complex from external threats, encroachments etc.

## **SCHEDULE D: SCOPE OF WORK FOR COMMERCIAL DEVELOPMENT**

### **General**

As per the Concession Agreement, the Concessionaire shall be entitled to construct/ develop such components which it deems appropriate from commercial viability point of view provided however that such component does not fall in the category of prohibitive item as per Authority or GoS or GOI norms or applicable law.

Following functions / products are not permitted for development:

- Industrial activities
- Hostel
- Warehousing (except such warehousing facility which is incidental to the use of the Project)
- Wholesale Activity
- Car Service Garage
- Workshops
- Hospitals or health centers
- Other environmentally incompatible functions

The services to be provided by the Concessionaire shall include all activities, physical or efforts, activities otherwise needed to be carried out, in order to construct the Commercial Development under the Concession Agreement. In particular they shall include construction and maintenance works of the various Components.

The main focus of the Concessionaire should be to develop a state-of-the-art Multi-Level Car Parking with better facilities for Visitors/ public and a world class Commercial Development thereby creating a landmark facility with iconic exteriors/ facade. The proposed integrated Multi-Level Car Parking-cum-Commercial Development shall be planned and designed as an iconic/ landmark building with contemporary innovative design on the lines of post modernism and design elements such as colonial style using fins, pergolas, glass facia etc. The exterior/ facade of the building could be in combination of glass/ metal/ tile/ fusion of materials and the provision of blocking arrangement shall be preferably used.

### **Broad Scope of Works**

The broad scope of works is as described below:

Ground coverage of 50% for commercial floors (Level 4 to level 10) and less than 75% coverage for the parking floors (Level 0 to Level 3) shall be applicable as per the decision of the authority. The Concessionaire can use the entire carpet area for development of Commercial Development. Any development fees or any other charges payable for use of additional construction shall be payable by the Concessionaire to the relevant Competent Authorities.

#### **A. Construction Works**

The Construction works shall be undertaken by the Concessionaire for the development of the Commercial Development on the Project Site.

1. The scope of works covers the detailed design for project execution, detailed engineering and preparation of all related drawings related to the execution of the components.
2. Construction of the Commercial Development shall be undertaken keeping in view the provisions in Concession Agreement.
3. Provision of user facilities and amenities like private parking area, drinking water chambers, toilets, dustbins etc. at appropriate identified locations in the commercial areas
4. Provision of supporting infrastructure facilities related to Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitation, Electric Sub-Station, Communication System, facilities for the physically challenged.

#### **B. Maintenance Works**

This includes routine and periodic maintenance activities to be carried out for Commercial Development by the developer during the Concession Period.

#### **C. Development of Commercial Development**

##### a) General

The Project envisages construction of the Commercial Development along with the supporting infrastructure and any other facilities deemed necessary to facilitate the Project Components on the Project Site. These shall consist of various facilities identified by the Concessionaire and shall form the Commercial Development.

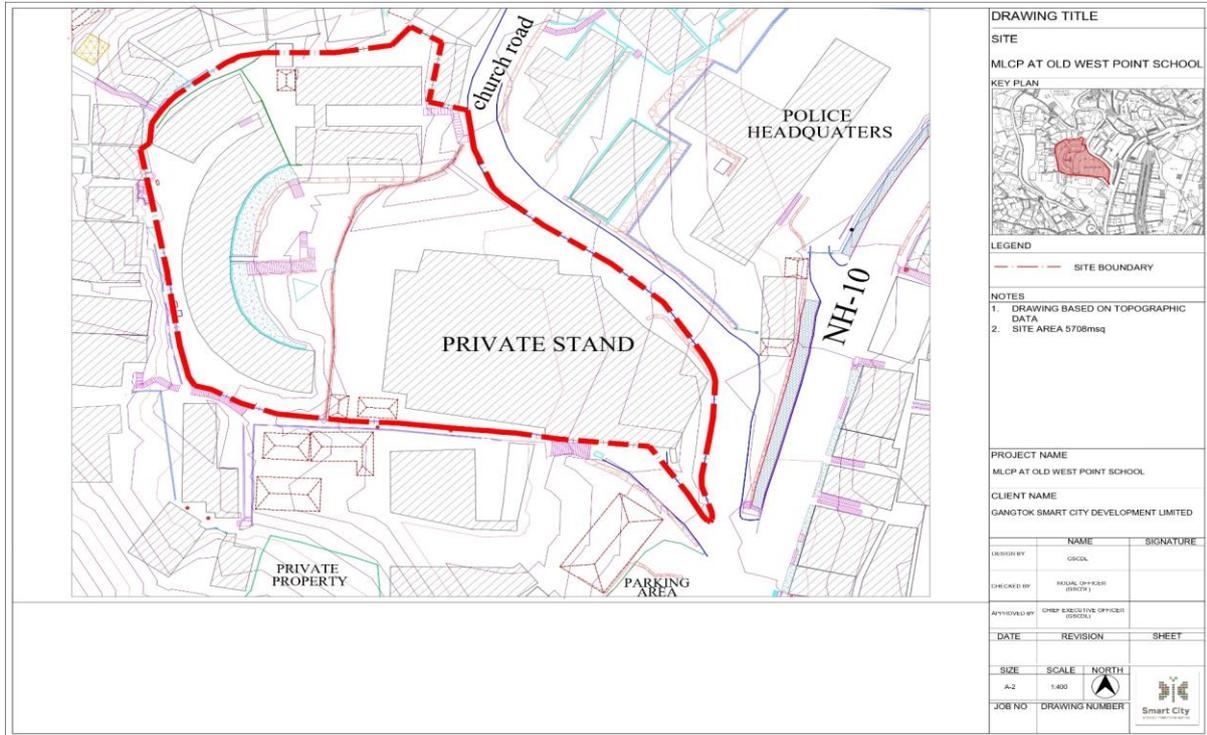
##### b) Area for Development of Commercial Development.

The building bylaws, Authority/GoS/Town Planning/NHAI norms shall be applicable with respect to height and other parameters of development.

##### c) Guidelines for Commercial Development Development: The Guidelines for Commercial Development development are:

1. Minimum conflict points related to the connectivity between the commercial development and the Multi-Level Car Parking facilities.
2. Separate access for Multi-Level Car Parking and Commercial Development development.
3. The design of the building shall result in a permanent civic architecture that contributes to its context. The design shall not only be a recognizable element of the Multi-Level Car Parking, but also shall be clearly an integral part of the neighborhoods and community. The architecture and facade shall be designed keeping in view the socio-economic significance of the city. The external components must be aesthetic and shall display modern architecture and concepts.
4. The building should be Bureau of Energy Efficiency, Energy Conservation and Development Code compliant to the extent possible. This will help to save energy cost and also entitle to get carbon credits.

**SCHEDULE E: PROJECT SITE**



## **SCHEDULE F: TECHNICAL SPECIFICATIONS AND STANDARDS**

### **1. General Requirements**

The technical specifications, in accordance with which the construction works of the MLCP at Hungry Jack under Smart City Gangtok to be executed by the Concessionaire, shall comprise of the following:

#### **1.1. General Technical Specifications**

All the items of work shall be executed as per Sikkim PWD Specifications. Any item or part of the item not covered in Sikkim PWD Specifications shall be executed as per relevant IS Codes or CPWD Specifications or as per the directions of Authority. The design of facilities for the handicapped and the disabled people, like the toilets, bathrooms, ramps shall be designed as per the respective IS Codes and guidelines issued by Government of India or Government of Sikkim. These codes and specifications shall deem to be bound in this document. The technical specifications for Civil, Mechanical and Electrical installations works are detailed in the subsequent sections. Should there be any conflict between the codes and specifications or if any specifications aren't present, following order is to be followed for reference:

- Sikkim PWD
- CPWD
- IS CODES for best quality of items referred

### **2. Structural Requirement**

The building shall be designed in accordance with the latest Indian Standard Codes to resist seepage forces, wind and seismic forces.

- RCC Structures shall be designed as per IS 456 :2000 and its amendments, if any
- All liquid retaining structures such as water tanks shall be designed as per IS 3370.
- Steel Structures shall be designed in accordance with the provision of IS 531-1984 and IS 800:2007. Structural steel shall conform to IS 2062. Tubular section shall conform to IS 4923.
- Retaining walls shall also in compliance with IS 14455 - Retaining wall for hill area - guidelines
- Loading standards shall be with IS 1893, IS875, IRC of latest revisions
- Architectural design norms as per NBC (National Building Code – 2016) Structural Design norms as per NBC and BIS (Bureau of Indian Standards).
- Developer is advised to carry out its own tests and investigations related to soil condition, strata, bearing capacity and other characteristics

#### **2.1. Supplementary Technical Specifications:**

This part shall comprise various amendments/ modifications/ additions to the relevant codes and standards. When an Amended/ Modified/ Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/ Modified clause or part thereof. In so far as any Amended/ Modified/ Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/ Modified/ Added clause shall always prevail. While carrying out any work the Concessionaire shall ensure that any requirements specific to the site and similar factors are kept in view. All measurements shall be made in the

metric system. The measurements and computations unless/ otherwise indicated shall be carried nearest to the following limits:

- Length and breadth: 5 mm
- Height, Depth or thickness: 1 mm
- Area: 0.01 sq.m.
- Cubic Contents: 0.01 cu.m.

### **3. Parking Area Facilities**

#### **3.1. Construction Requirements**

##### **3.1.1. General**

The Parking facilities shall include:

- Manual Parking and setting up of Puzzle / Stack Parking.
- Public Convenience Facilities, as per Development Control Rules
- Intelligent Transport Management Systems (ITMS)
- Driver waiting lounge

The Utility Area provided within the Parking envelop includes, public convenience facilities including Driver Waiting lounge, toilet and Drinking water arrangement.

Puzzle / Stack Parking is a parking system where the vehicles is driven to the designated parking platform and system, then parks cars in upper level by itself. Similarly, car is to be driven out from these designated platforms levels at the time of retrieval.

##### **3.1.2. Structural Requirement**

The parking floors of building shall be designed in accordance with the latest Indian Standard Codes to resist wind, seismic, seepage and other forces.

- RCC Structures shall be designed as per IS 456:2000 and its amendments, if any
- All liquid retaining structures such as water tanks shall be designed as per IS 3370.
- Steel Structures shall be designed in accordance with the provision of IS 531-1984 and IS 800:2007. Structural steel shall conform to IS 2062. Tubular section shall conform to IS 4923.
- Retaining walls shall also in compliance with IS 14455 - Retaining wall for hill area - guidelines
- Loading standards shall be with IS 1893, IS875, IRC of latest revisions
- Architectural design norms as per NBC (National Building Code – 2016) Structural Design norms as per NBC and BIS (Bureau of Indian Standards).
- Developer is advised to carry out its own tests and investigations related to soil condition, strata, bearing capacity and other characteristics

#### **3.2. Parameters of Proposed MLCP (Puzzle / Stack Type)**

The parking area shall be designed as per the following space planning standard and shall be in conformance with NBC and local Zonal regulations.

- The design criteria shall be as per latest standards and codes.
- The design should be considering the standards for Multi-level ramp-based. Applicable codes and norms including IRC SP 12 2015 – guidelines for parking facilities in urban areas,
- A modern state of the art parking charge collection system with Ticket Issuing Machine shall be designed. The parking charges shall be collected from the vehicles at the exit point.

- IT based user information system to be in place indicating vacant parking lots to a potential user.
- A mechanized barrier gate/ Boom barrier shall be designed and synchronized with the ticketing system for regulating entry/exit of vehicles into and out of the parking area.
- The entry/exit point shall be located away from the traffic junctions and exit locations. The entry/exit of vehicles shall be provided so that it does not hinder pedestrian movements and shall under no circumstances be from Walkways.
- Adequate area for queuing of the inbound and out bound vehicles shall be provided.
- The Entry areas shall be equipped with sensors to ensure the right positioning of the vehicle to be transported as well as determine the presence of oversized vehicles, protruding mirrors or racks, which exceed the size limitations of the system.
- CCTV Cameras shall be installed at entry/ exit points and all floors of the MLCP facility for Security purpose and to record digital photos of the cars entering and exiting the premises. The images are also helpful to locate cars for drivers with a lost ticket and to validate damage claims.
- All Entry and Exit Areas must comply with disability requirements
- Safety barriers, at appropriate locations, shall be provided to effectively manage pedestrian and vehicular traffic.
- Illuminated signage in accordance with National Building Code (NBC)/ Indian Road Congress (IRC) Norms shall be provided at suitable locations within the Parking Facility.

Some of the key parameters are tabulated below:

S. No.	Items	Requirement
1	System Dimension	As per the system, to accommodate the car dimensions given.
2	Retrieval Time	40 - 60 seconds per car.
3	Driveways	Aisle for vehicle Circulations with 7m (max.) & 5.5m (Min.) width.
4	Setback	As per DCR
5	Commercial Floors Coverage (Level 4 to level 10)	50%
6	Parking levels Coverage (Level 0 to level 3)	<75%
7	Parking bay Dimension	2.5 x 5.0 m (minimum size for manual)
8	Puzzle / Stack type parking	As per the system, to accommodate the car dimensions given
9	Ramps	As per DCR; with a minimum 5.5.m for one way and 7 m for two way and shall conform to structure and fire safety norms.
	Slope of Ramps	1:10 (minimum.)
10	Vehicle Queuing	Not more than 5 vehicles
11	Power Backup	100%
12	Security System	To be provided, should include CCTVs.

13	Gas and Smoke detection system	To be provided
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3.2.1. **Key considerations for design of the parking system are**

- Retrieval of cars even in functional failure.
- Accommodation of 30% of SUVs.
- The system shall accommodate vehicles with minimum dimensions as given below
- Minimum Car Dimensions
  - Car Height : 1.9m
  - Car Width : 2.0m
  - Car length : 5.0m
  - Car Weight : 2000 kg
- The Minimum SUV dimensions
  - Car Height : 2.1m
  - Car Width : 2.25m
  - Car length : 5.2m
  - Car Weight : 2500 kg

The appropriate designs confirming to the above specifications for cars and SUVs, development control norms and other covenants for the parking given above.

3.2.2. **Information Technology applications for MLCP:**

- The MLCP facility shall have a parking tracking system based on sensors at Entry/ Exit Boom barriers to keep track of parking occupancy count
- There shall be an LED Display board at entrance of parking lot to display number of available parking spaces
- The MLCP shall have a CCTV camera based Vehicle and License Plate Image Capture with capability to Semially capture details of vehicle license plates at every entry. Image of the license plate should be linked to the details of the corresponding ticket issued in real-time and stored in the database for one month for security purpose
- The required UPS (Uninterrupted Power Supply) will be provided.
- The Control Room shall be furnished with a Graphical User Interface (hereafter referred as "GUI"), which shall show the geometry of the entire System with parking occupancy and all installed machines in real time.

3.2.3. **Other Facilities:**

- **Lighting:** The Concessionaire shall provide adequate lighting system along with the Parking facility area.
- **Signages:** Proper illuminated Sign in accordance with the codes and standards to be provided with the parking facility. The codes may be referred are NBC, IRC and local DCR. The scheme for signals shall be finalized in consultation with the Project Officer.
- **Drainage:** The parking floors shall have proper and adequate drainage provisions. No stagnation of water shall take place within the parking facility Area. Preferably, the drain shall lie in the parking driveway.
- **Employee Amenities:** Adequate Worker Amenities area and facilities to be provided by the concessionaire.
- **Safety Structures:** Proper and adequate Safety gears with instructions to be provided On Site for staff.

- **Fire Fighting:** Proper and Industry Standard Fire fighting equipments to be provided by the concessionaire.
- **Sounds:** The surrounding walls of the Parking Facility shall cover any sound emission of more than 40 dba emanating outside the structure, measured at the boundaries of the Project Site.
- **Vibrations:** Not only sound but also vibrations resulting from the machinery need to be considered for potential negative impact to the rest of the building and their influence shall be kept to a very minimum.
- **Evacuation Plan:** Emergency Evacuation Plan and Safety Procedures Manuals to be kept handy and available.

3.2.4. **Codes and Standards (MLCP cum Commercial Development)**

- Central PWD Specifications (CPWD)
- Bureau of Indian Standards (BIS)
- National Building Codes (NBC)
- Local Building Bye Laws and DCR
- Indian Road Congress (IRC Codes)
- The Sikkim Allotment of house sites and Construction of Building (Regulation and Control) Act, 1985
- Sikkim Building Construction Regulation amendment
- Gangtok Stability Map
- Any other applicable codes and standards

3.2.5. **General Guidelines for Puzzle / Stack type Parking Facilities**

**Operation and Maintenance**

In order to ensure operational safety, the Concessionaire shall enter into Contract(s) with Equipment Supplier(s) for maintenance of the Equipment(s) during the entire Concession Period in order to avoid system interruptions as much as possible and to remedy such interruptions in a reasonable time.

Under all circumstances without any exception, trained personnel must be available round the clock at short notice. The Concessionaire shall enter into Contract with manufacturer to provide a trained technician for the prevention and remedy of interruptions during all hours of operation of the Parking Facility. The Concessionaire shall enter into agreement with the Manufacturer for training Concessionaire's on-site personnel to the degree, that they are capable of retrieving a car in semi-automatic mode of operation. Explicit provisions relating to training and know-how transfer, including sharing of manuals and procedures would have to be reflected in the Agreement that the Concessionaire may enter into with the Manufacturer.

The entire Parking Facility shall be adequately illuminated primarily for maintenance access. Portable task lighting outlets shall be provided for enhanced lighting Facility, machinery and electrical and electronic components in a safe manner.

Enough spare parts shall be stored at the Parking Facility to ensure an immediate availability of exchange components in any case of component failure.

In order to ensure needed repairs to be performed in a timely manner, the manufacturer and the Concessionaire shall agree for a respective maintenance contract, covering the operating times of the Facility including a sufficient on-site spare parts package.

3.2.6. **Other Guidelines (MLCP cum Commercial Development)**

Construction sequence of Parking cum commercial Facility shall be planned to minimize the interruptions to traffic flow in the surrounding area.

Prior to the commencement of any construction activity, the Concessionaire shall finalize and furnish an implementation plan for the Project (Construction Plan) in consultation with the Project Officer. The Construction Plan shall, include:

- Detailed schedule which shall specify all major milestones.
- Advise to GSCDL on the details of the utilities that are necessary to be shifted, including suggestions on the alternate routing, and the estimates of the costs associated with such shifting.
- The Critical Path Method (CPM) / Program Evaluation and Review Technique (PERT) charts or similar activity planning techniques / methods for monitoring. This shall cover all stages and aspects of the project implementation including design and engineering, procurement of materials and equipment, installation, construction, testing, etc.
- Manpower deployment plan, including the designation of Key Personnel for the management and supervision of all Project Activities. This would include the designation of suitably qualified and experienced personnel for areas such as Contract Administration and Supervision, Construction Management, Traffic & Safety, Environmental Management, Plant & Equipment Maintenance, Procurement, Materials Management, Quality Control & Assurance, etc. The manpower to be provided by the Concessionaire, shall match that of IE, in qualification and experience.
- A broad method statement for key items setting out methodology of construction, materials and construction equipment mobilization, utilization plans, broad output calculations and details of the quality assurance and quality control procedures.

**3.2.7. Clearances/NOCs (MLCP cum Commercial Development)**

Clearance from Town Planning / Municipal Corporation & any other competent authority needs to be obtained for constructing the MLCP and use of Building for the same.

Land Use & Building Use: Confirmation of Building for use as MLCP cum commercial development with all control regulations (w.r.t Ground Coverage, FAR, setbacks and height) to approved by competent Authorities.

Demolition of the existing Structure has to be done with all necessary approvals from concerned departments/Authorities.

All Necessary Environmental Clearance from concerned Authority need to be obtained by developer as per his site development plan.

Fire & Safety: No objection Certificate from Fire Department shall be obtained after taking care of disaster management measures as per NBC-2016.

Clearance from any other competent Authority for any item other necessary items.

**3.2.8. Applicable Permits (Indicative but not exhaustive)**

- GSCDL
- Fire Department
- Environmental Clearances
- State Pollution Board
- Services Agencies / Road Owning Agencies
- Traffic Police (for traffic management schemes during and after the construction)
- Land/Drain owning agencies
- Any other applicable permits

#### 4. Technical Specifications - Civil/Building Works

##### 4.1. Material Specification

All items of works shall be executed as per Sikkim PWD Specifications. Any item or part of the item not covered in Sikkim PWD Specifications shall be executed on relevant BIS specification or CPWD Specification or as per directions of Authority. The brief specification of main materials involved and items to be executed are given below:

1. **Bricks:** Bricks shall be sound, hard, well-burnt, uniform in size, shape and colour, homogeneous in texture, giving a metallic ringing sound, free from flaws, cracks, holes, lumps or grit and arises should be square, straight and sharply defined. They shall not break when struck against each other and dropped flat from a height of 1 m to the ground. They shall conform to IS 1077 giving classes of common burnt clay bricks. Maximum absorption shall not be more than 20% of its dry weight on immersion in water for 24 hours. Minimum crushing strength shall be 75 kg/sq cm. Bricks for masonry work in foundations as well as in superstructure shall be first class burnt clay bricks conforming to Sikkim PWD Specifications.
2. **Cement:** Ordinary Portland Cement (OPC) 43/53 grade Conforming to latest Sikkim PWD Building Works Specifications and IS 8112-2013/12269-2013 shall be allowed for concreting in both plain & R.C.C. works. In no case Portland Pozzolonic cement shall be allowed for such work. In case of non-availability of O.P.C. Cement Port Land Pozzolonic cement, conforming to relevant ISI specification of the same popular brands shall be permitted for masonry work in foundations and superstructure with the permission of the Independent Engineer. Cement shall be stored and stacked at the site of work according to Sikkim PWD norms. In no case, the cement shall be procured for requirement beyond 3 months and the same shall also be consumed within three months' time. All such cements, which shall be having storing age more than three months or otherwise appeared to be deteriorated, shall be got retested for compressive strength and initial and final setting time, before use. Decision for equivalent use or no use of such cements for works other than concreting shall be taken by the Independent Engineer and shall be final and binding.
3. **Concreting:** In order to achieve accuracy in the proportion of batching, batching plant should be installed and maintained at the site for the concreting work or Ready-mix concrete shall be procured on prior approval of Independent Engineer.
4. **Steel Reinforcement:** High yield strength deformed bar TMT (HYSD TMT) having minimum strength of 415 N/ mm<sup>2</sup> up to and including 25 mm diameter and 500 N/mm<sup>2</sup> for bigger diameter confirming to IS: 1786 shall be used as reinforcement for RCC works. Binding wire shall be conforming to IS: 432. All steel shall be sound and free from cracks surface flaws laminations, rough and imperfect edges and all other defects. The variation in weight per meter length of the bars shall be permitted only up to the following limits:
  - 6 mm & 8mm +7%
  - 10 mm & 12 mm +4%
  - 16 mm & above +3%

Spacer blocks shall be made conforming to M15 concrete tied with binding wires as specified or PVC spacer shall be used prior approval of Independent Engineer.

5. **Structural steel:** General requirements relating a supply of structural steel shall conform to IS 8910. Requirements for mild steel (standard quality) plate, sections bars etc, designated as E250 (Fe 410-W) for use in structural work (as per IS:2062-2006, superseding IS 1977, 8500). Structural steel such as angle section, T-sections, I-sections, Channels & steel plates shall be conforming to IS: 226. Structural steel used in the works other than steel in reinforced concrete, rails and fastenings shall be either of the following type:
  - a. Mild steel conforming to IS: 226 - "Structural Steel (Standard quality)" or IS: 2062 - "Structural Steel (fusion welding quality)
  - b. Whenever high tensile steel is specified it shall be conforming to IS: 961 - "Structural steel (High Tensile)".
  - c. All steel tubes shall be hot finished seamless steel tubes (HFS) of the specified strength and shall conform to IS: 1161. Tubes made by other processes and which have been subjected to cold working, shall be regarded as hot finished if they have been subsequently been heat treated and are supplied in the normalized condition
6. **Water:** Water for all purposes of preparing, mortars, concrete and curing of masonry and concrete works in construction shall conform to Sikkim PWD Specifications and relevant IS codes.
7. **Earth:** Earth for embankment and backfills in masonry works etc. shall be free from slumps, roots, grass, clods and large pieces of stones, and shall be conforming to Sikkim PWD Specifications.
8. **Brick Ballast:** Bricks ballast for use in foundation and under floors shall conform Sikkim PWD Specifications.
9. **Fine Aggregate:** The Fineness Modulus (FM) of sand shall be 2.0-3.50 as per latest IS-383. It shall be free from harmful impurities and deleterious substances. In case fine dust and silt is found more than 4% the same shall be washed thoroughly before use.
10. **Sand for Plastering and Mortars:** For plain and reinforced cement concrete (PCC and RCC) or prestressed concrete (PSC) works, fine aggregate shall consist of clean, hard, strong and durable pieces of crushed stone, crushed gravel, or a suitable combination of natural sand, crushed stone or gravel. They shall not contain dust, lumps, soft or flaky, materials, mica or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the embedded steel. Motorised sand washing machines should be used to remove impurities from sand. Fine aggregate having positive alkali-silica reaction shall not be used. All fine aggregate shall conform to IS: 383 and test for conformity shall be carried out as per IS: 2386 (Part I to VIII). The Contractor shall submit to the Engineer the entire information indicated in Appendix A of IS: 383. The fineness modules of fine aggregate shall neither be less than 2.0 nor greater than 3.5.
11. **Coarse Aggregate:** Unless, otherwise specified or ordered, only  $\frac{3}{4}$ " (20 mm) nominal size crushed aggregate shall be used as coarse aggregate for concreting purpose in slabs, beams, columns, in superstructure and foundations as per IS: 383 – 1970. The same size aggregate shall be used for

conglomerate floors also. In lintels and slabs having thickness less than 12 cm, 12.5 mm nominal size crushed aggregate shall be used. Crushed aggregate shall not be having aggregate impact value more than 30 and water absorption more than 2%.

12. **Glass Panes:** Thickness of glass panes according to the size of opening and its quality shall conform to Sikkim PWD Specifications. Only the first quality glass panes of popular brands shall be permitted for use. Glass panes shall be checked both for the required thickness as well as weight per unit area.
13. **Bitumen for coating DPC:** Suitable type of bitumen as per Sikkim PWD Specifications or CPWD Specifications or relevant IS code shall only be permitted for bitumen coatings of roof top and D.P.C.
14. **Timber/ Joinery:** Timber for joinery purpose shall conform in general to Sikkim PWD Specifications.
15. **Plywood:** The plywood in general shall be conforming to Sikkim PWD Specifications for cupboard shutters the specified ply should be urea bonded whereas for flush doors shutters the specified ply to be used shall be phenol bonded only. The plywood should be termite proof and water proof.
16. **Wire Gauge:** Wire gauge for joinery purpose shall conform to Sikkim PWD Specifications.
17. **Other Materials**
  - i. All other materials required for the construction shall conform to relevant Sikkim PWD Specifications/or latest BIS specification or CPWD Specifications, or as per directions of Independent Engineer and / or appropriate Authority appointed by GSCDL.
  - ii. White cement: Wherever is to be used, shall comply with India standard IS: 269 and its colour shall be pure white.
  - iii. Paints and allied material: Only first quality paints duly BIS marked shall be used for the finishing item wherever required. Material shall be as per the following IS specification: wooden & metallic surface:
    - a) Synthetic enamel finish (for exterior uses) as per IS: 520
    - b) Synthetic enamel with semi glass finish (for interior uses) as per IS: 133
  - Priming coat IS: 102
  - Zinc chromate primer on Iron Steel IS: 107/ IS 2074
  - Aluminum paint IS: 165/IS 2339
  - Turpentine oil IS: 83/ IS 533
  - Linseed oil IS: 77,75 & 78
  - Varnish Exterior IS: 338
  - Varnish Interior IS: 337
  - Filler for enamel paints IS: 110
  - Wood filler IS: 345
  - Putty for wooden frame IS: 419
  - Putty for metal frame IS: 420
  - Brushes IS: 384
  - Paint remover IS: 430
  - Shellac IS: 16
18. **CI Pipe Fitting (Rainwater pipe):** The pipes shall be manufactured by closed grain CI and shall satisfy IS 1230 in all respects. The number of pipes and the

diameter shall be worked out on the basis of 1" Sq. of CSA for every 60 specifications No. 3.54. The minimum weight v/s nominal diameter shall be as under:

**Table 1: Minimum Weight and Nominal Diameter**

Nominal (mm)	Weight/m	Length (m)	Size of socket	Thick (mm)
90	14	1.8	114.4	3.2
50	26	1.8	166.2	3.6

**4.2. Inspection and Testing of Materials**

- a. The Concessionaire shall be required, if requested to produce the manufacturers' test certificate for the particular batch of materials supplied by him and all materials to be used by him on site shall confirm to specifications mentioned in the tender or as directed by Independent engineer or appropriate authority appointed by GSCDL. The test carried out shall be as per the relevant Indian Standards.
- b. All tests required for designing (e.g : hill side stability test, soil bearing test, other such relevant tests required) the 8 storey structure to be carried out by Concessionaire as per specifications mentioned in the tender or as directed by Independent engineer or appropriate authority appointed by GSCDL. The test carried out shall be as per the relevant Indian Standards. The Concessionaire shall be required to produce all such certificates, if requested.
- c. Laboratory for testing fineness, consistency, setting time compressive & tensile strength of cement compressive & flexural strength of cement concrete and proof stress, elongation, tensile strength, bending & re-bending of reinforcement steel. Fully equipped field level laboratory for testing of general materials located at project site or at authority approved nearby place.

**Description of Test, Reference / Standards and Sample Quantity**

S. No.	Description of Test	Reference / Standard	Quantity of Samples Required
Aggregates (Coarse & Fine)			
1	Sieve analysis (dry) / fineness modulus	IS 2386: Part I – 1963, IS 383 – 1970, MORTH – 4th Revision, 2001	20 kg
2	Silt content		2 kg
3	Specific gravity	IS 2386 : Part III – 1963	1 kg
4	Impact test	IS 2386 : Part III – 1963, MORTH – 4th Revision 2001	10 kg
5	Crushing Values / 10% fine value		10 kg
6	Los angeles abrasion value		10 kg
7	Water absorption	IS 2386 : Part III – 1963, MORTH – 4th Revision 2001	1 kg
8	Flakiness index		10 kg

S. No.	Description of Test	Reference Standard /	Quantity of Samples Required
9	Elongation index	IS 2386: Part I – 1963, MORTH – 4th Revision 2001	10 kg
10	Combined flakiness & elongation index		20 kg
<b>Cement</b>			
11	Cement (initial & final setting time, compressive strength)	IS 269, IS 8112, IS 12269	7 kg
<b>Bricks</b>			
12	Bricks (Set of Ten) ( compression test, absorption test)	IS 1077-1986	10 nos.
<b>Steel</b>			
13	Steel bars (6 mm dia. to 20mm dia.) (Area on weight basis. Yield Stress / 0.02% Proof Stress, Ultimate Tensile Strength, % Elongation)	IS 432 – 1986 IS 1786 – 2008	60 cm
14	Steel bars (above 20 mm dia.) (area on weight basis, yield stress / 0.02 % Proof stress, ultimate tensile strength, % elongation)	IS 432 – 1986 IS 1786 – 2008	60 cm
<b>Concrete</b>			
15	Concrete cube (compressive strength)	IS 456-2000, IS 516 – 1959	3 nos.
16	Concrete beam (Flexure test) (10x10x50 cm)	IS 456-2000, IS 516 – 1959	3 nos.
17	Concrete beam (Flexure test) (15x15x70 cm)		3 nos.
<b>Tiles</b>			
18	Tile (Absorption test)	IS 1237-1980, IS 13801 – 1993	6 nos.
19	Tiles (Wet transverse strength test)	IS 1237-1980, IS 13801 – 1993	6 nos.
20	Tile (abrasion test)	IS 13630 Part 12-1993	As decided by Independent Engineer
<b>Wood</b>			
21	Wood (Moisture content)	IS 287 – 1993 (Reaffirmed 1998) IS 11215-1991	As decided by Independent Engineer
<b>Cores</b>			
22	CC Road core (Compression test)	IS 456-2000, IS 516 - 1959	
<b>RCC Covers</b>			
23	RCC Cover & Dhapa testing	IS 12592 : Part I, 1998	

S. No.	Description of Test	Reference Standard /	Quantity of Samples Required
24	RCC Pipes (Hume pipes)		
25	Hume pipe testing	IS 3597 – 1998 (Reaffirmed 2001), IS458 -1988	Minimum one pipe of each dia per lot
26	Up to 600 dia		
27	600 to 900 mm dia		
28	900 mm and above		
<b>Concrete Paving Blocks</b>			
29	Paver blocks (as per road department requirement)		
30	Compressive test		Up to 3 nos.
31	Water absorption test	BS 6717 – 1993	Up to 3 nos.
32	Flexure test	ASTMC936 IS 1237	Up to 3 nos.
33	tensile splitting test	BS 6717-2001	Up to 3 nos.
34	Paver blocks (as per road dept. requirement)	IS – 15658-2006	3 Nos.
35	Compressive test		8 Nos.
36	Water absorption		8 Nos.
37	Flexure test		8 Nos.
38	Tensile splitting test		8 Nos.
39	Abrasion test (dry condition)		As decided by Independent Engineer

In addition to above IS codes for tests to be carried all equipments shall be made available to site testing laboratory required for testing all materials used at site or during construction works and as directed by Independent engineer or other appropriate authority appointed by GSCDL.

- d. For examination and testing of materials and works at the site the Concessionaire shall provide all testing and gauging equipment necessary but not limited to the following:
- Theodolite
  - Dumpy level
  - Steel tapes
  - Weighing machine
  - Plumb bob, Spirit levels, Hammers
  - Micrometers
  - Thermometers, Stoves
  - Hydraulic test machine
  - Smoke test machine
- e. All such equipment shall be tested for calibration at any approved laboratory, if required by the Independent Engineer.
- f. All testing equipment shall be preferably located in special room meant for the purpose.

#### 4.3. Specifications of Work

#### 4.4. Internal Civil Works

1. **Earth excavation embankments & cuttings:** Making up of plinths shall be carried out as per Sikkim PWD Specifications. Source of soil for filling

purposes shall have to be got approved from the Independent Engineer of work.

2. **Compaction of Earth work:** Compaction of earthwork shall be carried out as per Sikkim PWD Specifications. Earthwork excavation of foundations and filling of trenches and filling under floors as per Sikkim PWD Specifications.
3. **Demolition:** Demolition, if any involves shall be carried out as per Sikkim PWD Specifications.
4. **Centering and Shuttering:** Centering and shuttering shall be carried out as per Sikkim PWD Specifications.
5. **Cement concrete for Ordinary structures:** Cement concrete for ordinary structures shall be executed as per Sikkim PWD Specifications.
6. **Reinforced concrete:** For all works in super structure/ foundation 1:1.5:3 nominal mix by volume shall be used for achieving strength of M20 concrete. Only crushed coarse aggregates shall be used for concreting. Steel shall be high yield strength deformed bars conforming to IS – 1786 or TMT steel.
7. **DPC:** Item of D.P.C. shall be executed as per Sikkim PWD Specifications.
8. **Precast Lintels:** All lintels up to 7' in length in masonry work over doors and windows shall not be laid Cast-in-Situ but shall be precasted as per instruction of the Independent Engineer and shall be hoisted and placed at appropriate level, during masonry work, lintels beyond 4'-6" length shall be laid in situ. Lintels will be casted over a pucca platform, and shall be cured for at least 10 days in a tank built at site and be dried completely before placing.
9. **Brick Masonry:** Wherever the brick masonry shall involve in the execution of work, the same shall be carried out as per Sikkim PWD Specifications. All the instructions regarding workmanship such as bond and laying, joints straightness, face work raking of joints and scaffolding etc. shall be followed as per the Sikkim PWD Specifications. The masonry shall be carried out in the cement mortar. Corbelling, Coping and Cornices shall be executed as per specifications. 4 ½" and 3" thick masonry partition walls. Partition walls shall be constructed as per Sikkim PWD Specifications.
10. **Roofing and Water proofing treatments / drainage:**
  - a. Rooftops shall be painted with bitumen, as per Sikkim PWD Specifications.
  - b. Laying brick bat coba water proofing of average 115 mm thick at terrace using cement mortar 1:3 arranging brick bats according to the slope, adding suitable water proofing compound for water tightness and again providing on top cement mortar 1:3 including addition of water proofing compound and finishing the top with neat cement @ 2.75 kg/m<sup>2</sup> and preparing the rough surface as per directed.
  - c. Water Proofing for Basement floor and surface: Providing & laying Box type waterproofing treatment to floors and external surfaces of underground structures. The treatment comprises of waterproofing layer, average 100 mm. thick for floors, using two layers of polished kota stones placed diagonally with cut joints Bottom layer of 15 mm. thick 1:3 C.M. bedding with approved waterproofing chemical. 20 mm. to 25 mm. thick rough polished kota stone laid diagonally above the 1st layer with cut joints. Joints shall be sealed by 1:1 C.M. with approved waterproofing

chemical. The above two layers shall be laid again, in the same manner as described above. The final layer of 30 mm. thick I.P.S. shall be laid with approved water proofing chemical having desired finish as directed including curing etc. complete on any surface, at all heights. The contractor to give testing for water tightness.

- d. Rain water pipes shall be fixed as per Sikkim PWD Specifications
- e. Execution of top and bottom khurras and spouts shall be done as per Sikkim PWD Specifications.
- f. Unless, otherwise specified, the normal bitumen felt waterproofing treatment shall be executed as per Sikkim PWD Specifications.
- g. Wherever required the water proofing of roofs shall be as per manufactures specifications approved by the Independent Engineer.

**11.Floorings and Dados:** Various types of flooring and dados shall be executed as per Sikkim PWD Specifications, as detailed below:

Table 2: Flooring and Dados Specifications

S. No.	Item
1	White glazed ceramic Tile flooring
2	Marble flooring
3	Polished kota stone flooring
4	Rough Polished kota stone flooring
5	Vitrified Tile flooring
6	Granite Stone flooring
7	Ironite flooring/Cement Concrete Flooring with Metallic Hardener Topping
8	Granite Tile flooring
9	Trimix flooring

Polished kota stone flooring shall be carried out as Sikkim PWD building Specifications. Polished kota stone shall be as per direction of Independent Engineer. Dados: Polished kota stone or Vitrified tile dado shall be executed as per the relevant specification of Sikkim PWD building Specifications. Skirting (3/4" thick) of Polished kota stone shall be executed as per the relevant specification of Sikkim PWD building Specifications. Granite Stone shall be executed as per the relevant specification of Sikkim PWD building Specifications. Vitrified tile shall be executed as per the Sikkim PWD building Specifications. Ironite flooring/ Cement Concrete Flooring with Metallic Hardener Topping shall be executed as per the relevant Sikkim PWD building Specifications. Granite tiles shall be executed as per Sikkim PWD building Specifications. Trimix flooring shall be executed as per Sikkim PWD building Specifications of pavement in material Specification.

**12.Cupboard Shutters:** Cupboard shutters shall be wooden as per Sikkim PWD building Specifications.

**13.Door Shutters:** All door shutters shall be 40 mm thick wooden with 12 mm thick panels of waterproof as per Sikkim PWD building Specifications

**14.Windows Shutters:** Window shutters shall be 35 mm thick of wooden having glass panes as per Sikkim PWD building Specifications. Wire gauge shutters should be provided wherever required.

**15.Wire gauge Shutters:** Wire gauge shutters shall be as per Sikkim PWD building Specifications.

**16.Doors, Windows and Shutters Other than Wooden**

**Table 3: Specifications for Doors, Windows and Shutters other than Wooden**

a	Aluminum door, windows and ventilators	As per IS 1948-1961 & IS 1949-1961 and Sikkim PWD building Specifications
b	Collapsible gates	As per IS 10521-1983 and Sikkim PWD building Specifications
c	Steel rolling shutters	As per IS 6248-1979 and Sikkim PWD building Specifications
d	Steel door frames	As per IS 4351-1976 and Sikkim PWD building Specifications
e	Steel doors, windows and ventilators	As per IS 1038-1983 & Sikkim PWD building Specifications
f	Pressed steel <i>chowkhats</i>	Sikkim PWD building Specifications

Factory made pressed steel chowkhats shall be manufactured out of 16 gauge M.S. Sheet (1.25 mm thick) cutting bending straightening and finishing shall be mechanical and not manual. Chowkhats shall be framed with 6mm fillet seam welding. The pressed steel chowkhats shall be provided with two coats of steel primer and the chowkhats cavity shall be filled with 1:2:4 concrete, prior to fixing at site.

17. **Plastering, Pointing and Rendering:** Cement plaster will be executed in the specified mortars as per Sikkim PWD building Specifications. For cement rendering and for cement pointing Sikkim PWD building Specifications shall be followed.
18. **Painting, White washing and Distempering:** These items shall be executed as per Sikkim PWD building Specifications. Painting and varnishing works shall be executed as per Sikkim PWD building Specifications. Painting on Plastered/ Concrete Surface: The plastered surface above dado as per relevant Specification of Sikkim PWD building Specifications. Only first quality paint/ emulsion shall be used. The item shall be executed as per Sikkim PWD building Specifications of painting. Painting Wooden Surfaces shall be painted with first quality approved brand of paint and execution of item shall be carried out as per Sikkim PWD building Specifications. Painting Iron and Steel Work: Iron and Steel Works shall be painted as per Sikkim PWD building Specifications. The first coat shall be applied of red oxide primer of first quality. The subsequent coats shall be of approved shade and approved brands of first quality paints. White Washing shall be executed as Sikkim PWD building Specifications and Colour washing shall be executed as per Sikkim PWD building Specifications. Oil Bound distempering for internal finishing shall be executed as per Sikkim PWD building Specifications. Cement based paints: Cement based paints of approved make and shade shall be executed as per relevant specifications.
19. **Cement Concrete Road works:** Latest edition of MoRTH specifications shall be followed for road works.
20. **Expansion Joints:** Expansion Joints shall be provided in the buildings wherever required. The conditions for providing expansion joints are as under:
- Where the length of the building blocks exceed 50 meters.

- All the components such as ramps stain links of corridors with the main building.
- In case of provision for horizontal further expansion be provided.
- In case of level difference exceeding 1.8 mts.

Type of expansion joints: In case of larger blocks framed shutters, only double column, double beam expansion joints shall be provided:

- In case of masonry blocks double beam expansion joints will be provided along with expansion joints on walls.
- In case of connecting link corridors cantilever type of expansion joints will be provided. These joints shall be maintained in the flooring itself preferably or will be covered with 300 mm wide separate piece of flooring material specified.

Expansion Joints in the wall shall be covered from inside with 14 gauge aluminium sheet 150 mm wide fixed with appropriate fastener on one side of the wall. In no case bracket type expansion joints will be provided.

#### External Civil Works

1. **Parking Area:** Covered area with interlocking pavers shall be as per Sikkim PWD Specifications.
2. **M.S. Gates:** M.S. Gates shall be as per Sikkim PWD Specifications.
3. **Boundary Wall:** Boundary wall around the MLCP shall be 1.8m high, constructed in first class brick masonry.
4. **Kerb & Channels:** Kerbs & channels wherever provided along the roadside shall conform to relevant Sikkim PWD Specifications.
5. **Jungle Clearance:** Clearing of weeds, shrubs, brushwood and congress grass under this item shall be removed by roots. Tree shall not be cut. The item shall be executed as per Sikkim PWD Specifications.
6. **Subgrade of Internal Roads:** The top 2' portion of embankment in the complete formation width of the internal roads, which is sub grade of the road, shall consist of sandy soils. A1, A2 and A3 type soils as per PRA classification conforming to latest IRC specification shall be only allowed in sub grade. Silty & clayey soil, which make weak sub grade & have no self-drainage shall not be permitted for use.
7. **Stone Metal 60-11.2 mm:** Crushed stone metal of Sikkim government approved quarries shall be only used for construction for roads. It should be angular and drawn from hard durable tough stones of uniform texture. It should not absorb water more than 1% and its aggregate impact value should not be more than 30. The grading should confirm to MoRTH specification as given in table below:

**Table 4: Grading of Crushed Stone Metal**

Sieve Designation	Percent by weight passing
60 mm	100.00
53 mm	95-100
45 mm	65-90
22.4 mm	0-10
11.2 mm	0-5

8. **Grit:** The crushed aggregates for mix seal surfacing shall be blended in the requirement ratio or achieving the proper gradation as per MoRTH

specification. The individual size of the grit should also be conforming to MoRTH, specification.

#### List of Approved Makes to be used for MLCP Project

S. No.	Description	Makes <sup>2</sup>
1	Tiles	
1a	White Glazed Tiles	RAK / Johnson / Somany / Kajaria or equivalent
1b	Vitrified tiles	RAK / Johnson / Somany / Kajaria or equivalent
1c	Granite tiles	RAK / Johnson / Somany / Kajaria or equivalent
2.	Flush doors and plywood products	
3.	Steel doors & windows	TATA / SAIL Steel, Cuirass, or equivalent
4.	Rolling shutters & grills	TATA / SAIL Steel, or equivalent
5.	Aluminium door & window sections	Kalco / Milgard / ClimateGuard or equivalent
6.	Water proofing compounds	Dr.Fixit / Tikitar / Dubond or equivalent
7.	Paints & Distempers	Asian / Berger / Dulux or equivalent
8.	Redoxide	Berger / Asian Paint / Dulux or equivalent
9.	Water proofing cement paint	Dr. Fixit / Durabuild / Rainguard or equivalent
10.	Glass	Saint Gobain / Asahi / Modiguard or equivalent
11.	Pressed Steel Sections	Jindal / Kamdhenu or equivalent
12.	Reinforcing Steel	TATA / SAIL or equivalent
13.	Cement	(43,53 Grade) Ambuja / Ultratech / ACC or equivalent
14.	Structural Steel Sections	Jindal / Kamdhenu or equivalent
15.	Z Sections	Jindal / Kamdhenu or equivalent
16	Cup boards	Use best quality of marine ply or equivalent as directed by Independent engineer
17	Water Supply Pipes & its accessories	(Medium with high quality fibre with ISI Mark) Esco / Jaguar / Prince / Astral / Finolex / Supreme or equivalent
18	Lifts / Escalators	Schindler / Schneider / Omega / Otis / Hitachi / Mitsubishi or equivalent
19	CCTV Cameras and its allied accessories	Hikvision / CP Plus / Zicom / Sony / Samsung / AVTech / Bosch / LG or equivalent
20	Fire extinguishing systems	Omex / Lifeguard / Ceasefire / Agni or equivalent
21	Sanitary wares	Jaguar / Hindware / Simpolo / Cera or equivalent
22	Wire	(Fire Proof) Havells, Polycab. KEI Universal, Finolex or equivalent
23	Switches/Sockets	MK / Crabtree / Legrand or equivalent

Note: The above list is indicative but not exhaustive.

<sup>2</sup> The Authority to provide a list of approved makes

**5. Technical Specifications – Public Health and Fire Fighting Works**

**5.1. General Technical Conditions**

**5.1.1. Scope of Work**

- a. Work under this section shall consist of furnishing all materials, equipment and applicable necessary and required to completely furnish all the plumbing and other specialized services as described herein.
- b. Without restricting to the generality of the foregoing the sanitary fixtures shall include the following:
  - Sanitary Fixtures
  - Soil, waste, rainwater and vent pipes Water supply (internal and external) External sewerage system
  - Storm water drainage system
- c. The Concessionaire must get acquainted with the proposed site for the works and study specifications carefully.
- d. Works area shall be as per finalized and approved drawings from the Independent Engineer.

**5.1.2. Specifications**

- a. Work under this section shall be carried out strictly in accordance with specifications.
- b. Items not covered under these specifications due to any ambiguity or misprints, or additional works, the work shall be carried out as per the Sikkim PWD Specifications.
- c. Works not covered under 2.a and 2.b shall be carried out as per relevant Indian Standards specifications or codes of practice or as per directions of Authority.

**5.1.3. Execution of Work**

- a. The work shall be carried out in conformity with Architectural, HVAC, Electrical, plumbing, Structural, and other specialized services.
- b. The Concessionaire shall make provision for hangers, sleeves, structural openings and other requirements well in advance to prevent hold up of progress of construction programme.
- c. On award of the concession, the Concessionaire shall submit a programme of construction in the form of a PERT chart or bar chart for approval of the Independent Engineer. All the dates and time Chapter agreed upon shall be strictly adhered to, within the stipulated time of completion / commissioning along with the specified phasing, if any.

**5.1.4. Drawings**

- a. Plumbing drawings would be diagrammatic and shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the Architectural drawings.
- b. Architectural drawings shall take precedence over plumbing or other services drawings as to all dimensions.
- c. Concessionaire's shall verify all dimensions at site and bring to the notice of the Independent Engineer of works all discrepancies or deviations noticed. The Independent Engineer decision shall be final.

- d. Large size details and manufacturers dimension for materials to be incorporated shall take precedence over small-scale drawings.

5.1.5. **Inspection and testing of materials**

- g. The Concessionaire shall be required, if requested to produce the manufacturers' test certificate for the particular batch of materials supplied by him. The test carried out shall be as per the relevant Indian Standards.
- h. For examination and testing of materials and works at the site the Concessionaire shall provide all testing and gauging equipments necessary but not limited to the following:
  - Theodolite
  - Dumpy level
  - Steel tapes
  - Weighing machine
  - Plumb bob, Spirit levels, Hammers
  - Micrometers
  - Thermometers, Stoves
  - Hydraulic test machine
  - Smoke test machine
- i. All such equipment shall be tested for calibration at any approved laboratory, if required by the Independent Engineer.
- j. All testing equipment shall be preferably located in special room meant for the purpose.

5.1.6. **Metric conversion**

- a. All dimensions and sizes of materials and equipment given in the specifications are commercial metric sizes.
- b. Any weights or sizes given in the specification having changed due to metric conversion, the nearest equivalents sizes accepted by Indian Standards shall be acceptable without any additional cost.

5.1.7. **Reference points**

- c. The Concessionaire shall provide permanent benchmarks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work.
- d. All such reference points shall be in relation to the levels and locations given in the Architectural and plumbing drawings (to be detailed out by the Concessionaire).

5.1.8. **Reference Drawings**

- e. The Concessionaire shall maintain one set of all drawings issued to him as reference drawings. These shall not be used on site.
- f. All corrections, deviations and changes made on the site shall be shown on these reference drawings for final incorporation in the completion drawings. All changes to be made shall be initialled by the Independent Engineer. These will then form the —As-Built Drawings

5.1.9. **Shop Drawings**

- g. The Concessionaire shall submit to the Independent Engineer four copies of the shop drawings. Shop drawings shall be submitted under following conditions:
  - Showing any changes in layout in the plumbing drawings

- Equipment layout and piping, wiring diagram
  - Manufacturer's or Concessionaire's fabrication drawings for any materials or equipment supplied by them.
- h. The Concessionaire shall submit four copies of catalogues, manufacturer's drawings. Equipment characteristic data or performances charts as required by the Independent Engineer.

5.1.10. **Completion Drawings**

- i. On completions of work the Concessionaire shall submit one complete sets of original tracings and two prints of —as built drawings to the employer. These drawings shall have the following information:
- (i) Run of all piping and diameters on all floors and vertical stacks.
  - (ii) Ground and invert levels of all drainage pipes together with location of all manholes and connections upto outfall
  - (iii) Run of all water supply lines with diameters, locations, of control valves, access panels
  - (iv) Locations of all mechanical equipment with layout and piping connections.
- j. The Concessionaire shall provide four sets of catalogues performances data and list of spare parts together with the name and address of the manufacturer for all electrical and mechanical equipment provided by him.

5.1.11. **Testing**

- k. Piping and drainage works shall be tested as specified under the relevant clauses of the specifications.
- l. Tests shall be performed in the presence of the Independent Engineer.
- m. All materials and equipments found defective shall be replaced and whole work tested to meet the requirements of the specifications.
- n. The Concessionaire shall perform all such tests as may be necessary and required by the local authorities to meet Municipal or other bye-laws in force.
- o. The Concessionaire shall provide all labour, equipment and materials for the performances of the tests.

5.1.12. **Site Clearance and Clean up**

- p. The Concessionaire shall, from time to time clear away all debris and excess materials accumulated at the site
- q. After the fixtures, equipments and appliances have been installed and commissioned, the Concessionaire shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discoloration leaving the same in a ready to use condition
- r. On completion of all works, the Concessionaire shall demolish all stores, remove all surplus materials and leave the site in a broom clean condition

**5.1.13. License and Permit**

- s. The Concessionaire must hold a valid plumbing licenses issued by the Municipal Authority or other Government Agency under whose jurisdiction the work falls
- t. The Concessionaire must keep constant liaison with the Government Agency and obtain approval of all drainage and water supply works carried out by him.
- u. The Concessionaire shall obtain, from the Government Agency certificates with respect to his work as required for occupation of the building.
- v. All inspection fees or submission fees should be paid by the Concessionaire.

**5.1.14. Cutting and Making good**

No structural member shall be chased or cut without the written permission of the Independent Engineer.

**5.1.15. Materials**

- a. All materials used in the works shall conform to the tender specification.
- b. As far as possible materials bearing BIS certification marks shall be used with the approval of the Independent Engineer.
- c. Unless otherwise specified and expressly approved in writing by the Independent Engineer, materials of makes and specifications mentioned with technical specification shall be used.

**5.1.16. Mock up**

- a. The Concessionaire shall install all pipes, fixtures, clamps and accessories and fixing devices in mock up shaft and room so constructed as directed by the Independent Engineer without any cost. The materials used in the mock up may be reused in the works if found undamaged.
- b. Any tiles or finished surfaces or floors damaged by the Concessionaire while doing his work shall be made good with new tiles or other finishing material.

**6. Technical Specifications - Sanitary Fixtures**

**6.1. Scope of Work**

- a. Work under this section shall consist of furnishing all material and labour as necessary and required to completely install all sanitary fixtures, brass and chromium plated fittings and accessories, as specified hereinafter.
- b. Without restricting to the generality of the foregoing the sanitary fixtures shall include all sanitary fixtures, C.P. fittings and accessories etc. necessary and required for the building.
- c. Whether specifically mentioned or not all fixtures and appliances shall be provided with all fixing devices, nuts, bolts, and screws, hangers as required.

**6.2. General Requirements**

- a. All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition

- b. All fixtures and accessories shall be fixed in accordance with a set pattern matching the tiles of interior finish. Whether necessary the fittings shall be centered to dimensions and pattern desired.
- c. Fixing screws shall be half round head chromium plated brass with C.P. washers wherever required as per direction of the Independent Engineer.
- d. All fittings and fixtures shall be fixed in a neat workmanlike manner true to levels and heights and in accordance with the manufacturer's recommendations. Care shall be taken to fix all inlet and outlet pipes at correct positions. Faulty locations shall be made good and any damage to the finished floor, tiling or terrace shall be made good by the Concessionaire.
- e. When directed the Concessionaire shall install fixtures and accessories in a mock-up room for the approval of the Independent Engineer. Sample room fixtures may be reused on the works if undamaged.

**6.2.1. Indian W.C.**

- a. Indian W.C. pan shall be Orissa pattern of size. Each WC shall be provided with a 100 mm diameter cast iron or porcelain 'P' or 'S' traps with or without vent horn.
- b. W.C. shall be flushed by means of a C.I. high level flushing cistern or low-level cistern of polyethylene body complete with accessories or with 32 mm diameter C.P. flush valve.

**6.2.2. Anglo Indian W.C.**

- c. Anglo Indian W.C. shall be wash down type 'P' or 'S' trap set.
- d. Each Anglo Indian W.C. set shall be provided with a solid plastic seat, rubbers buffers and chromium-plated hinges.
- e. Plastic seat shall be so fixed that it remains absolutely stationary in vertical position without falling down on the W.C.
- f. Each Anglo Indian W.C. shall be flushed with porcelain flushing cistern or an exposed or concealed type flush valve. Flush pipe/bend shall be connected to the W.C. by means of a suitable rubber adapter. 25 % of total W.C are Indian W.C

**6.2.3. European W.C.**

- g. European W.C. shall be wash down single or double siphonic type floor or wall mounted and flushed by means of porcelain low level flushing cistern or the exposed or concealed type flush valve. Flush pipe/bend shall be connected to the W.C. by means of suitable rubber adapter. Wall hung W.C. shall be supported by C.I. floor mounted chair. 50 % of total W.C are Indian W.C
- h. Each W.C. seat shall be so fixed that it remains absolutely stationary in vertical position without falling down on the W.C.

**6.2.4. Urinals**

- i. Urinals shall be lipped type half stall white glazed vitreous China of approximate Size 630 x 420 x 380 mm size.
- j. Half stall Urinals shall be provided with 15 mm diameter C.P. spreader, 32 mm diameter C.P. domical waste and C.P. brass bottle trap with pipe and wall flange and shall be fixed to wall by one C.I.

- bracket and two C.I. wall clips as recommended by manufacturers' or as directed by the Independent Engineer.
- k. Half stall urinals shall be fixed with C.P. brass screws and shall be provided with 32mm diameter domical waste leading to urinals trap.
  - l. Urinals shall be flushed by means of automatic porcelain flushing cistern or exposed or concealed type urinal flush valve, as specified in manual flushing system.
  - m. Flush valve for urinal shall be provided
  - n. Flush pipes of flushing cistern with sizes of main and branch flush pipe shall be as follows:

**Table 6: Flush Pipes Sizes**

No. of urinals in Range	Capacity of cistern litres	Size of main flush pipe	Size of branch flush pipe	Size of connection urinal
One	5	-	-	15
Two	10	20	-	15
Three	10	25	-	15

- o. Alternatively, Urinals may be flush with flush valves, exposed or concealed type.
- p. Waste pipes for urinals shall be any one of the following:
  - (i) G.I. pipe
  - (ii) Rigid P.V.C
  - (iii) U. P.V.C. or PE pipes
- q. Waste pipes may be exposed on wall or concealed in chase. Specifications for waste pipes shall be same as given in Sikkim PWD Specifications

**6.2.5. Lavatory Basin**

- r. Lavatory basins shall be white glazed vitreous china or poly marble of size, shape and type specified in the bill of quantities.
- s. Each basin shall be provided with R.S. or C.I. bracket and clips and the basin securely fixed to wall. Placing of basins over the brackets without secure fixing shall not be accepted.
- t. Each basin shall be provided with 32mm diameter C.P. brass bottle trap with C.P. pipe to wall and flame.
- u. Each basin shall be provided with fittings or mixing fittings.
- v. Basins shall be fixed at proper heights.

**6.2.6. Sinks**

- w. Sinks shall be of stainless steel.
- x. Each sink shall be provided with R.S. or C.I. brackets and clips and securely fixed.
- y. Counter top sinks shall be fixed with suitable angle iron clips or brackets as recommended by the manufacturer. Each sink shall be provided with 40mm diameter C.P. waste with chain and plug or P.V.C. waste. Fixing shall be done as directed by the Independent Engineer.
- z. Fittings for supply to sinks shall be C.P. brass single hole mixing fitting with swinging spout for hot and cold water and C.P. brass swan neck tap swinging spout for cold water supply.

**6.2.7. Mirrors**

- aa. Mirrors shall be electro coated copper 5.5 mm thick of guaranteed reputed make.
- bb. The image shall be clear and without waviness at all angles of vision.
- cc. Mirrors shall be provided with backing of 12 mm thick 6mm thick cement asbestos sheet fixed with C.P. brass semi round-headed screws and cup washers or C.P. brass clamps as specified or instructed by the Independent Engineer.

**6.2.8. Shower set**

- dd. Shower set shall comprise of one/two C.P. brass concealed stop cocks with two long body brass/C.P. brass bid cock, or bath spout.
- ee. Each shower set shall also be provided with C.P. shower arm with wall flange and showerhead of approved quality.
- ff. Concealed stopcocks shall be so fixed as to keep the wall flange clear off the finished wall. Wall flanges embedded in the finishing of wall shall not be accepted.

**6.2.9. Accessories**

- gg. The Concessionaire shall install all chromium plated and porcelain accessories or as directed by the Independent Engineer.
- hh. All C.P. accessories shall be fixed with C.P. brass half round head screws and cup washers in wall with raw plugs or nylon sleeves and shall include cutting and making good as required or directed by the Independent Engineer.
- ii. Porcelain accessories shall be fixed in walls and set in cement mortar 1:2 (1 cement:2 coarse sand) and fixed in relation to the tiling work.

**6.2.10. Urinal Partitions**

- a. Urinal partitions shall be white glazed vitreous china or 25mm thick marble of size.
- b. Porcelain partitions shall be fixed at proper height with C.P. brass bolts, anchor fasteners and M.S. clip as recommended by the manufacturer and directed by the Independent Engineer.

**7. Technical Specifications – Soil, Waste & Vent Pipes**

**7.1. Scope of work**

- a. Work under this section shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely install all soil, waste, vent and rainwater pipes.
- b. Without restriction to the generally of the foregoing, the soil, waste, vent and rainwater pipes system shall include the followings:
  - (i) Vertical and Horizontal soil, waste and vent pipes, rainwater pipes & fittings, joint clamps and connections to the fixtures
  - (ii) Connections of pipes of gully traps and manholes etc.
  - (iii) Floor and urinal traps, cleanout plugs, inlet fittings and rainwater head as specified.
  - (iv) Waste pipes connections from all fixtures e.g. wash basins, sinks, urinals, and kitchen equipments.
  - (v) Testing of all pipes.

## 7.2. General Requirements

- c. All materials shall be new of the best quality conforming to specifications and subject to the approval of the Independent Engineer.
- d. Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workman like manner.
- e. Pipes shall be fixed in a manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts, passages etc.
- f. Pipes shall be securely fixed to walls and ceiling by suitable clamps at intervals specified.
- g. Access doors for fitting and cleaning shall be so located that they are easily accessible for repair and maintenance.
- h. All works shall be executed as directed by the Independent Engineer.

### 7.2.1. Cast iron pipes and fittings

#### Cast Iron Pipes

- (i) Soil, waste, vent anti-symphonize and rainwater pipe shall be cast iron pipes/UPVC.  
All pipes shall be straight and smooth and inside free from irregular bore, blow holes cracks and other manufacturing defects. Pipes shall be centrifugally spun iron soil pipes conforming to IS: 3989-1970, or sand cast IS: 1729-1967.
- (ii) Standard weight, dimensions and pig lead required for joints shall be as follows: For pipes conforming to IS: 3989-1970 (centrifugally spun soil pipes).

**Table 7: Pipe Joints Sizes and Weights**

Nominal (inch)	Diameter (mm)	Thickness (mm)	Overall Weight 6' length or 1.83m (kg)	Internal diameter of socket (mm)	Depth of lead (mm)
2	50	3.5	8.5	73	25
3	75	3.5	12.7	99	25
4	100	4.0	19.2	126	25
6	150	5.0	35.5	178	38
For conforming to IS 1729-1967 (sand cast iron soil pipes and fittings)					
2	50	5	11.41	76	25
3	75	5	16.52	101	25
4	100	5	21.67	129	25
6	150	5	31.91	181	38

- (iii) Tolerance  
Acceptable tolerance for pipes to I.S. 3989 and ISI 1729 shall be as follows:
  - Wall thickness -15%
  - Length +20mm
  - Weight -10%

### ■ Fittings

- (i) Fittings shall conform to the same Indian Standard as for matching Concessionaire use pipes and fittings of matching specifications.
- (ii) Fittings shall be of the required degree of curvature with or without access doors.
- (iii) Access door shall be made up with 3mm thick insertion rubber washer and white lead. The bolts shall be lubricated with grease or white lead for easy removal later. The fixing shall be air and water tight.

### ■ Fixing

- (iv) All vertical pipes shall be fixed by M.S. clamps truly vertical. Branch pipes shall be connected to the stack at the same angle as that of the fittings. No collars shall be used on vertical stacks. Each stack shall be terminated at top with a cowl. (Terminal Guard).
- (v) Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of special design shown on the drawings or as directed. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them.
- (vi) The Concessionaire shall provide all sleeves, openings, hangers, and inserts during the construction. All damages shall be made good to restore the surface.

### ■ Cast iron pipes for drainage

- (vii) All drainage lines passing under building, floors and roads, in exposed position above ground or at basement ceiling level shall be C.I.L.A pipes position of such pipes shall be generally shown either on ground level drawing or ceiling of basement.
- (viii) Cast iron pipes shall be centrifugally spun iron pipes conforming to I.S. 1536-1967.  
Quality certificates shall be furnished.
- (ix) Fittings and Inspection Chambers:-
  - Fittings used for C.I. drainage pipe shall conform to ISI 1538-1967. Junction from branch pipes shall be made by Y, T.
  - The Concessionaire shall provide cast iron inspection chamber at all junction. Inspection chamber shall be specially cast with inlet, outlet and branches or appropriate and required sizes.
  - Cleanout plugs shall be provided on head of each drain. Cleanout plugs shall be of size matching the full bore of the pipe. Plugs shall be made out with G.I. coupling caulked into the socket of the pipe or fittings. The end shall be provided with a brass screwed plug with suitable key for opening.

### ■ Laying

- (x) All cast iron pipes and fittings shall be joined with best quality soft pig lead, which shall be free from impurities. In wet trenches

joints shall be made from lead wool. Nothing extra shall be paid for lead wool joints. Depth of the pig lead and weight for joints shall be as given in this section above.

- The spigot of pipe fittings shall be centered in the adjoining socket by caulking.

Sufficiently turns of tarred gaskin will be given to leave unfilled depth of socket for depth of 45mm when the gaskin has been caulked tightly barrel and against the face of the socket. Molten pig lead shall then be poured to fill the remainder of the socket. The lead shall then be solidly caulked with suitable tools and hammer weighting not.

- For lead wool joints the socket shall be caulked with tarred gaskin, as explained above. The lead wool shall be inserted into the sockets and tightly caulked home skein with suitable tools and hammer of not less than 2 kg weight until joint is filled.

Testing: All cast iron pipes for drainage shall be tested to a hydraulic test of 3- meter head. Test for straightness shall be same as for stoneware pipe. A test register shall be maintained which shall be signed and dated by the Concessionaire, and representative of the Independent Engineer.

#### 7.2.2. Clamps

- a. M.S. clamps shall be of standard design and fabricated from M.S. flat 40x3mm thick.  
They shall be painted with two coats of black bitumen paint before fixing.
- b. Where M.S. clamps are to be fixed on RCC columns or slotted angles, walls or beam they shall be fixed with 40x3mm flat iron —Ull type clamps with anchor fasteners of approved design or 6mm nuts and bolts.
- c. Structural clamps shall be fabricated from M.S. structural members e.g. rods, angles, channels flats. The Concessionaire shall provide all nuts bolts, welding material and paint the clamps with one coat of red oxide and two or more coats of block enamel paint. Wooden saddles, where required shall be provided free of cost.
- d. Slotted angle/channel supports on walls shall be provided. Angles/channels shall be fixed to brick walls with bolts embedded in cement concrete blocks and to RCC walls with suitable anchor fasteners. The spacing of support bolts horizontally shall not exceed 1m.
- e. Wherever M.S. clamps are required to be anchored directly to brick walls, concrete slabs, beams of columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 mm stone aggregate 20mm nominal size).

#### 7.2.3. Traps

- a. Nahni Traps or Floor Traps

Nahni Traps or floor traps shall be cast iron, deep seal with an effective seal of 50mm. The trap and waste pipes shall be set in cement concrete blocks firmly supported on the structural floor. The blocks shall be in 1:2:4 mix (1 cement:2 coarse sand:4 stone aggregate 20 mm nominal size) and extended to 40 mm below finished floor level. The Concessionaire shall provide all necessary shuttering and centering for the blocks. Size of the block shall be 30x30cms of the required depth.

b. Urinal Traps

Urinal Traps shall be cast iron P or S trap with or without vent and set in cement concrete blocks specified above without extra charge. Vitreous china channel with Openable cover shall be provided under the urinals.

c. Floor Trap inlet

Bathroom traps and connections shall ensure free and silent flow of discharging water. Where specified, the Concessionaire shall provide a special type cast iron inlet hopper without or with one, two or three inlet sockets to receive the waste pipes. Joint between waste and hopper inlet socket shall be lead caulked joint. Hopper shall be connected to a C.I. P. or S. trap with at least 50mm seal (Hopper and traps shall be paid for separately) floor trap inlet hoppers and the trap shall be set in cement concrete blocks as specified above without extra charge.

d. C.P. /Stainless Steel Gratings

Floor and urinal traps shall be provided with 100, 150 mm square or round C.P. / Stainless steel grating with frame of approval design and shape. Minimum thickness shall be 4-5 mm or as specified in the bill of quantities.

7.2.4. **Jointing**

Soil waste vent and rainwater pipes shall be jointed with refined pig lead conforming to IS 27-1977. A sufficient skein or jute rope shall be caulked to leave a minimum space for the pig lead as given in Sikkim PWD Specifications /CPWD Specifications to pour in. After pouring the lead shall be caulked in the joint with request caulking tool and hammer. All surplus lead shall be cut and joint left 460 with rim of the socket neatly.

7.2.5. **Cleanout Plugs**

The Concessionaire shall provide cast brass cleanout plugs as required cleanout plugs shall be threaded and provided with keyholes for opening. Cleanout plugs shall be fixed to the pipe by a G.I. socket and lead caulked joint.

7.2.6. **Waste Pipe from Appliances**

- a. Waste pipe from appliances e.g. washbasins, sinks, urinals, bathtubs, water coolers shall be of galvanized steel, lead or PVC.
- b. All pipes shall be fixed in gradient towards the outfalls of drains. Pipes inside a toilet room shall be in chase. Where required pipes may be run at ceiling level in suitable gradient and supported on structural clamps. Spacing for clamps for such pipes shall be as follows:

**Table 8: Pipe wise Spacing for Clamps**

Pipes	Vertical Spacing (cm)	Horizontal Spacing (cm)
G.I. Pipes	300	240
P.V.C. Pipes	180	120
Lead pipes	120	120

c. **Galvanized Pipes**

Pipes shall be galvanized steel tubes, conforming to I.S.: 1239-1979 (medium class) and quality certificates shall be furnished. Pipes shall be provided with all required fittings e.g. Tees, couplings, bends, elbows, Unions, Reducers, Nipples, Plugs. All G.I. waste pipes shall be terminated at the point of connection with the appliance with an outlet of suitable diameter.

7.2.7. **Lead Pipes**

- a. Where specified, lead pipes shall be used for waste and connections to anti- siphonage pipes and W.C. connections.
- b. Lead pipes shall be seamless drawn pipes conforming to IS. 404 (part-I) 1977. Weight and wall thickness shall be as follows:

Table 9: Weight and Wall Thickness Details for Lead Pipes

Nominal I/D (mm)	Wall Thickness	Wt. Kg/m
32	2.6	3.28
40	2.6	3.95
50	2.7	5.07
75	2.7	7.48
100	2.7	9.88

- c. Lead pipes shall be straightened by wooden mandrel and bent to required shape by filling sand Connection between appliance, stacks or traps shall be made with solder joints. Solder shall be 64% lead and 36% pure tin. All lead waste pipes in exposed positions shall be painted with one coat of red primer and two or more coats of synthetic enamel paint of approved quality and shade.

7.2.8. **Polyethylene Pipes**

- d. Where specified, polythene pipes shall be high-density polythene pipe confirming to IS: 4984-78. The details of the nominal outer diameter, weight and working pressure at 20 degree C shall be as per the above standards or as per manufacturers specifications subject to approval of the Independent Engineer.
- e. Polythene pipes may be cold bending to a radius of not less than eight times of their external diameter. Pipes bent for smaller radius may be made by hot bending.
- f. Fittings used for polythene pipes shall be compression moulded fittings matching to the above specifications or for higher diameter, fabricated as per required specifications.
- g. **Jointing**  
Jointing and fixing for polythene pipes shall be made as per manufacturer's specifications but generally by means of butt welding or detachable nuts or flanged joints or screwed joints. The type of joint

shall be used as per the site conditions. The ultimate finish of pipe shall be complete as directed by the Independent Engineer.

- h. All pipes shall be tested after installation for a pressure equal to twice the maximum working pressure in the line.

7.2.9. **Cement Concrete**

Cast iron soil and waste pipes under floor, in concrete slabs and in wall chases (When cut specially for the pipe) shall be encased in cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 20mm size) 75 mm in bed and all- round. When pipes are running well above the structural slab, the encased pipes shall be supported with suitable cement concrete pillars of required height and size of intervals as directed by the Independent Engineer.

7.2.10. **Painting**

- a. H.C.I. soil waste vent and rainwater pipes in exposed location, in shafts and pipe spaces shall be painted with two or more coats of synthetic enamel paint to give an even shade.
- b. Paint shall be of approved quality and shade where directed pipes shall be painted in accordance with approved pipe colour code.
- c. Waste pipes in chase shall be painted with two coats at bitumen paint, covered with polythene tape and a final coat of bitumen paint. Exposed pipes shall be painted with two or more coats or synthetic enamel paint.
- d. C.I. soil and waste pipes below ground and covered in cement concrete or lead pipes shall not be painted.

7.2.11. **Cutting and Making Goods**

Pipes shall be fixed and tested as building proceeds. The Concessionaire shall provide all necessary holes cut outs and chases in structural as building works proceeds. Wherever holes are cut or left originally, they shall be made good with cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) or cement mortar 1:2 (1 cement: 2 coarse sand) and the surface restored as in original condition.

7.2.12. **Testing**

- a. Before use at site all C.I. soil pipes shall be tested by filling up with water for at least 10 minutes. After filling, pipes shall be struck with a hammer and inspected for blowholes and cracks. All defective pipes shall be rejected and removed from the site within 48 hours. Pipes with minor sweating shall be accepted at the discretion of the Independent Engineer.
- b. Pipes shall be tested after installation, by filling up the stack with water. All openings and connections shall be suitable plugged. The total head in the stack shall however not 3m exceed.
- c. Alternatively, the Concessionaire may test all soil and waste stacks by a smoke testing machine. Smoke shall be pumped into the stack after plugging all inlet and connections. The top end shall however be left open. The stack shall then be observed for leakage and all defective pipes and fittings removed or repaired as directed by the Independent Engineer.

- d. A test register shall be maintained and all entries shall be signed and dated by the Concessionaire and the Independent Engineer.

## **8. Excavation and Pipelines**

### **8.1. Technical Specifications**

#### **8.1.1. Excavation**

The excavation for pipe works shall be open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in such cases the excavated soil shall be brought back later on for refilling the trenches or tunnel.

#### **8.1.2. Opening out Trenches**

In excavation the trenches, etc. the solid road metalling, pavements, curbing etc. and turf is to be placed on one side and preserved for reinstatement when the trenches or other excavation shall be filled up. Before any road metal is replaced, it shall be carefully shifted. The surface of all trenches and holes shall be restored and maintained to the satisfaction of the Independent Engineer and of the owners of the roads or other property traversed and the Concessionaire shall not cut out or break down and live fence of trees in the line of the proposed works but shall tunnel under them, unless the Independent Engineer shall order to the contrary. The Concessionaire shall grub up and clear the surface over the trenches and other excavations of all trees, stumps roots and all other encumbrances effecting execution of the work and shall remove them from the site to the approval of the Independent Engineer.

#### **8.1.3. Obstruction of Roads**

The excavation for pipe works shall be open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in cases the excavated soil shall be brought back later on for refilling the trenches or tunnel.

#### **8.1.4. Removal of Filth**

All night soil, filth or any other offensive matter met with during the execution of the works, immediately removed after it is taken out of any trench, sewer or cess pool, shall not be deposited on to the surface of any street or where it is likely to be a nuisance or passed into any sewer or drain but shall be at once put into the Carts and removed to a suitable place to be provided by the Concessionaire.

#### **8.1.5. Excavation to be taken to Proper Depths**

The trenches shall be excavated to such a depth that the pipes shall rest on concrete or on firm bedding as described in the several clauses relating to these to so that the inverts may be at the levels given in the sections. In bad ground the Independent Engineer may order the concessionaire to excavate to a greater depth and to fill up the excavation to the level of the sewers with concrete, broken stone, gravel or other materials.

#### **8.1.6. Refilling**

After the pipes or other work has been laid and proved to be water light, the trench or other excavations shall be refilled. Utmost care shall be taken in doing this, so that no damage shall be caused to sewer site and other permanent work.

The filling in the hunches and upto 75 cm above the crown of the sewer shall consist of the finest selected materials placed carefully in 15 cm layers and flooded and consolidated. After this has been laid, the trench and other excavation shall be refilled carefully in 15 cm layers with materials taken from the excavation, each layer being watered to assist in the consolidation unless the Independent Engineer shall otherwise direct.

8.1.7. **The Concessionaire to Restore Settlement and Damages**

The Concessionaire shall at his own costs and charges make good promptly during the whole period the works are in hand, any settlement that may occur in the surfaces of roads, berms, footpaths, gardens, open spaces etc. whether public or private caused by his trenches or by his other excavations and he shall be liable for any accidents caused thereby. He shall also at his own expenses and charges repair and make good and damage done to buildings and other property.

8.1.8. **Disposal of Surplus Soil**

The Concessionaire shall at his own costs and charges provide places for disposal of all surplus materials not required to be used on the works. As each trench is refilled, the surplus soil shall be immediately removed, the surface properly restored and roadways and sides left clear.

8.1.9. **Timbering of Sewer and Trenches**

- a) The Concessionaire shall at all times support efficiently and effectively the sides of the sewer trenches and other excavations by suitable timbering, piling and sheeting and they shall be close, timbered in loose or sandy strata and below the surface of the sub soil water level.
- b) All timbering sheeting and plinth with their walls and supports shall be of adequate dimensions and strength and fully braced and strutted so that no risk of collapse or subsidence of the walls of the trench shall take place.
- c) The Concessionaire shall be held responsible and will be accountable for the sufficiency of all timbering, branches, sheeting and piling used as also for all damage to persons and property resulting from improper quality, strength, placing, maintaining or removing of the same.

8.1.10. **Shoring of Buildings**

The Concessionaire shall shore up all buildings, walls and other structures, the stability of which is liable to be endangered by the execution of the work and shall be fully responsible for all damages to persons or property resulting from any accident.

8.1.11. **Removal of Water from Sewer, Trench etc.**

The Concessionaire shall at all times during the progress of the work keep the trenches and excavations free from water which shall be disposed of by him in a manner as will neither cause injury to the public health nor to the public or private property nor to the work completed or in progress nor to the surface of any roads or streets, nor cause any interference with the use of the same by the public.

8.1.12. **Width and Depth of Trench**

The Independent Engineer shall have the power of giving an order in writing to the Concessionaire to increase the maximum width for excavation in trenches for various classes of sewer, manholes and other works in certain lengths, to be specifically laid down by him, where on account of bad ground or other unusual

conditions, he considers that such increased widths are necessary in view of the site conditions.

## 9. **Technical Specifications – Water Supply**

### 9.1. **Scope of Work**

- a) Work under this section consists of furnishing all labour, material, equipment and appliances necessary and required to completely install the water supply system as required by the drawings, specified hereafter.
- b) Without restricting to the generality of the foregoing the water supply system shall include the following:
  - (i) All water lines to different parts of building and making connection from source etc.
  - (ii) Pipe protection and painting.
  - (iii) Providing hot water geysers/system and insulation of hot water pipe lines, wherever required.
  - (iv) Control valves, masonry chambers and other appurtenances.
  - (v) Connections to all plumbing fixtures, kitchen equipment, tanks and appliances.
  - (vi) Excavation and refilling of pipe trenches wherever necessary

### 9.2. **General Requirements**

- a) All materials shall be new of the best quality conforming to specifications. All works executed shall be to the satisfaction of the Independent Engineer.
- b) Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workmanlike manner.
- c) Short or long bends shall be used on all main pipelines as far as possible. Use of elbows shall be restricted for short connections.
- d) As far as possible all bends shall be formed by means of a hydraulic pipe bending machine for pipes up to 65mm diameter.
- e) Pipes shall be fixed in manner as to provide easy accessibility for repair and maintenance and shall not cause obstructions in shafts, passages etc.
- f) Pipes shall be securely fixed to walls and ceiling by suitable clamps at intervals specified.
- g) Valves and other appurtenances shall be so located as to provide easy accessibility for operations, maintenance and repairs.

#### 9.2.1. **G. I. Pipes, Fittings and Valves**

- a) All pipes inside the buildings and where specified, outside the building shall be galvanized steel tubes conforming to IS 1239-1979 of class specified. When class is not specified they shall be medium class.
- b) Fittings shall be malleable iron galvanized fittings, approved make. All fittings shall have manufactures trade mark stamped on it. Fittings for G.I pipes shall include bends, tees, reducers, nipples, unions, bushes. Fittings shall be as directed by Independent Engineer or appropriate authority appointed by GSCDL.
- c) Pipes and fittings shall be jointed with screwed fittings care shall be taken to remove burr from the end of the pipe after cutting by a round file. Genuine red lead with grummet and a few strands of fine hemp shall be applied. Care shall be taken to avoid air pockets G.I. pipes inside toilets shall be fixed in

wall chases well above the floor. No pipes shall be inside a sunken floor as far as possible. Pipes may be run under the ceiling or floors.

**9.2.2. Clamps**

G.I. pipes in shafts and other locations shall be supported by M.S. clamps of design approved by the Independent Engineer. Pipe in wall chases shall be anchored by iron hooks. Pipes at ceiling level shall be supported on structural clamps fabricated from M.S. structural as described in section II. Pipes in typical shafts shall be supported on slotted angles/ channels as specified elsewhere.

**9.2.3. Unions**

The Concessionaire shall provide adequate number of unions on all pipes to enable dismantling later Unions shall be provided near each gunmetal valve, stop cocks, or check valves and on straight runs as necessary at appropriate locations.

**9.2.4. Flanges**

Flanged connections shall also be provided on all equipments connections as necessary and required or as directed by the Independent Engineer. Flanges shall be of forged type and not casted. Connections shall be made by the correct number and size of the bolts and made with 3mm thick insertion rubber washer. Where hot water or steam connections are made insertion gasket shall be of 1.5 m thick compressed asbestos fibre gaskets approved by the Independent Engineer. Bolts hole diameter. For flange shall conform to match the specifications for C.I. sluice valve to IS 780-1984.

**9.2.5. Trenches**

All G.I. Pipes below ground level shall be laid in trenches shall have a minimum cover of 60 cm. Excavation for trenches shall be done as specified, but the width and depth of the trenches shall be as follows:

**Table 10: Diameter wise Width & Depth of Trenches**

Diameter of pipes	Width of Trenches	Depth of Trenches
15 mm to 50 mm	30 cm	75 cm
65 mm to 100mm	45 cm	100 cm

2. Where specified in the bill of quantities all G.I. pipes in trenches shall be protected with fine sand 15cm thick layer all-round before filling in the trenches.

**9.2.6. Painting**

- a) All pipes above ground shall be painted with one coat of red led and two coats of synthetic enamel paint of approved shade and quality. Pipe shall be painted to standard colour code.
- b) All pipes in chases and below floor shall be painted two or more coats of anti-corrosive bitumen paint.

**9.2.7. Pipe Protection**

Where specified in the Chapter of quantities all pipes in chase or below ground shall be protected against corrosion by applying two coats of bitumen paint, wrapping with polythene tape and finishing with one more coat of bitumen paint.

**9.2.8. H.D.P.E. Threaded Pipes**

- a) The H.D.P.E. pipe shall be a threaded type of GI standard i.e. having specifications equivalent of GI of IS 1239 medium class but confirming to IS 4984-78

- b) The H.D.P.E. pipe shall conform to pressure rating of 10 kg/sq cm and shall only be used for internal cold water in the building.
- c) All other specification for laying and jointing shall conform to BIS so that GI pipe including for fitting etc., except no pipe protection is required in this case as specified in para 9.a, 9.b and 10.

9.2.9. **Gun Metal Valves**

Valves 65mm diameter and below shall be heavy gunmetal full may valves are globe bulbs confirming to IS: 778-1971, 10kg/sq cm or 20 kg/cm square as specified in bill of quantities. Valves shall be attested at manufacturer's work and the same on it. All valves shall be approved by the Independent Engineer before they are allowed to be used on work. However the final responsibility of the quality of material lies with the Concessionaire.

9.2.10. **Sluice valves**

A valves 80mm diameter and above shall be CI double flanged sluice walls and/or as specified in bill of quantities. Sluice valves shall be cast iron double flanged, with rising spindle is sluice valve shall be provided with wheels for valves in exposed position and kept for underground valves. The Concessionaire shall provide suitable operating keys for sluice valves with cap tops.

Sluice valves shall be best quality confirming to IS: 780-1969 of class specified.

9.2.11. **Butterfly valves**

Butterfly valves shall be C.I. as per IS 13095-1991 and having C.I. body, epoxy power coated disc, nitrile rubber sheet and all other detail as per requirement. The valves shall be jointed with flanged joints. The specification of the flanges shall be as per I.S.-6392-1971.

Valve up to 150 mm diameter shall be either hand lever or cap operated and from 200mm diameter and above shall be gearbox operated.

9.2.12. **Testing**

- a) All pipes, fittings and valves shall be tested by hydrostatic pressure of 7.5 kg/sq cm.

Pressure shall be maintained for a period of at least 120 minutes without any drop in the pressure after fixing at site. A test register shall be maintained and all entries shall be signed and dated by the Concessionaires and the Independent Engineer.

- b) In addition to the sectional testing carried out during the construction, the Concessionaire shall test the entire installation after connections to the overhead tanks or pumping system or mains. He shall rectify all leakages and shall replace all defective materials in the system. Any damage done due to carelessness, open or burst pipes or failure of fittings, to the building, furniture and fixtures shall be made good by the Concessionaire.
- c) After commissioning of the water supply system, the Concessionaire shall test each valve by closing and opening it a number of times to observe if it is working efficiently. Valves, which do not effectively operate, shall be replaced by new ones and the same shall be tested as above.

9.2.13. **Insulation**

- a) **Magnesia Insulation**

Hot water pipe fixed in case shall be insulated by wrapping 6mm thick asbestos dipped in 85% magnesia solution around the pipes and finished with a port of 1:3 cement plaster mixed with rapid hardening cement.

- b) External hot water pipes in shafts floors and trenches shall be insulated by 2 layers of 6mm thick insulation and then will be having finished smooth surface with 12mm thick cement plaster (two layers of 6mm thick or mix 1:2 Portland cement and fine sand).

9.2.14. **Cast Iron Pipes s/s**

- a) Where specified pipes 80mm id and above shall be S/S spun cast iron pipes conforming to IS 1536-1967. Pipes shall be of maximum lengths available and suitable for moulded rubber joints.
- b) Fittings shall be S/S cast iron conforming to IS 1538-1967.
- c) Laying Pipes
- (i) Pipes shall be laid out in open trenches with a minimum cover of 75 cm over the crown of the pipes. Width of the trench shall be nominal pipe diameter plus 45 cm with a minimum of 60 cm.
  - (ii) Pipes may be laid on RCC slabs/rafts and shall be supported by bricks pillars at intervals not exceeding 2.4 m.
  - (iii) The socket of the pipes shall be laid facing the flow (the water should enter from socket end)
  - (iv) Pipes should be kept thoroughly clean during the course of laying. Each end shall be blocked by a thick block of wood and wedged at the end of each day's work to prevent dirt and animals from entering the pipes.
- d) Joints for pipes and between spun pipes and C.I. fittings, collars, etc. shall be made with moulded rubber and refined pig lead conforming to IS 27 2977 respectively. The spigot of the pipe of fittings shall be centered in the adjoining socket by caulking. Sufficient turns of tarred gaskin shall be caulked to leave required depth on the socket for lead. After pouring the lead, it shall be solidly caulked with suitable tools and hammers. Depth and weight of lead shall be:

**Table 11: Pipe Diameter wise Depth and Wight of Lead**

Pipe diameter	Weight of lead/joint	Depth of lead
80 mm	1.8 kg	45 mm
100 mm	2.2 kg	45 mm
150 mm	3.4 kg	45 mm
200 mm	5.0 kg	50 mm
250 mm	6.1 kg	50 mm
300 mm	7.2 kg	55 mm

e) Rubber Joint

Joints between two pipes shall be made by premoulded rubber joints with suitable tackles in a manner recommended and approved by the manufacturer. No joints shall be covered until the lines are hydraulically tested.

f) Lead Caulked Joints

- (i) Joints between pipes and C.I. fittings shall be made with refined pig lead. The spigot of the pipe shall be centered in the adjoining socket by caulking sufficient turn of tarred gaskin, which will be caulked into the joint to leave a depth of 45 mm for pig lead. Molten pig lead shall then be poured into the joint in one pouring. The lead shall then be solidly with suitable tools and hammers.

(ii) The Concessionaire may use lead wool joints in wet trench conditions.

g) Anchor Blocks

Suitable anchor blocks shall be provided at all bends and tees to encounter the excessive thrust development due to water hammer.

9.2.15. **Valves**

a) Air Valves

(i) Air valves shall be provided in all high points in the system to prevent air locks.

(ii) Air valves shall be of single acting heavy duty brass spring type.

b) Scour Valves

Scour valves shall be provided at all low points in the system. Valves shall be gunmetal full way valves for sizes 50 mm diameter. And below and butterfly valves 65 mm diameter and above.

c) Sluice Valve

(i) Sluice valve shall be socket type or double flanged type conforming to IS 780.

(ii) Joints for socket valves shall be lead caulked joints as specified above.

(iii) Joints for double flanged sluice valve shall be made with suitable tail/socket pieces on pipe line and flanges joints made with 3mm thick insertion rubber gasket with appropriate number of bolts, nuts, washers etc.

9.2.16. **Fire Hydrants**

a) Fire hydrant shall be cast iron stand post type with 63mm diameter instantaneous gunmetal outlets conforming to I.S. 908

b) Each fire hydrant shall be provided with an 80 mm cast iron sluice valve, duct foot bend and a suitable 63 mm diameter flanged cast iron pipe for correcting the installation height of the hydrant.

9.2.17. **Valve chambers**

The Concessionaire shall provide suitable brick masonry chambers in cement mortar 1:5 (1 cement: 5 coarse sand) on cement concrete foundations 150 mm thick 1:4:8 mix (1 cement: 4 fine sand: 8 graded stone aggregate 40 mm nominal size) 15 mm thick cement plaster of 1:4 (1 cement: 4 coarse sand) inside and outside finished with a floating coat at neat cement inside with casts iron surface box approved by fire brigade including excavation, back filling complete.

Valve chamber shall be of following size: For depth 90 cms – 60 x 60 cms

For depths upto 100 cms beyond–120x120 cms

9.2.18. **Testing**

a) All pipes, fitting and valves shall be tested by hydrostatic pressure of 7.5 kg/sq.cm.

Pressure shall be maintained for a period of at least 120 minutes without any drop in the pressure after fixing at site. A test register shall be maintained and all entries shall be signed and dated by the Concessionaires and the Independent Engineer.

b) In addition to the sectional testing carried out during the construction, the Concessionaire shall test the entire installation after connections to the overhead tanks or pumping system or mains. He shall rectify all leakages and shall replace all defective materials in the system. Any damage done due to

carelessness, open or burst pipes or failure of fittings to the building, furniture and fixtures shall be made good.

- c) After commissioning of the water supply system, the Concessionaire shall test each valve by closing and opening it a number of times to observe if it is working effectively. New ones shall replace valves, which do not effectively operate, and the same shall be tested as above.

9.2.19. **Disinfective**

- a) After completion of the work, the Concessionaire shall flush clean the entire system with the city's filtered water after connection has been made.
- b) After the first flushing, add commercial bleaching powder or achieve a dosage of 2 to 3 mg/l of water in the system added and flushed. This operation should be performed twice to ensure that the system is fully disinfected and usable.

9.2.20. **Pre-commissioning**

- a) Ensure that all pipes are free from debris and obstructions.
- b) Check all valves and fire hydrant for effective opening and closing action. Defects should be rectified or valves replaced.
- c) Ensure that all connections to branches have been made.
  - (i) Ensure that mains have been connected to the respective pumps, underground and overhead tanks.
  - (ii) Water supply should be available at main underground tank. (c) All main line valves should be closed.

9.2.21. **Commissioning**

- a) Fill tank with water. Add 1 kg fresh bleaching powder after making a solution to be added near inlet.
- b) Start water supply pumps and allow water to fill main underground tank. Water will first fill the fire tank and then overflow to the domestic tanks.
- c) After filling overhead reservoirs drain the same to its one forth capacity through tank scour valve (this is to ensure removal of all mud, debris etc. from the tank).
- d) Fill overhead tank to full.
- e) Release waste in the main lines by opening valves in each circuit. Drain out water in the system through system scour valve or fire hydrant in lower regions. Ensure clean water in now coming out of the system.
- f) Open valves for individual cluster. Observe for leakages or mal function, check pressure and flow at end of line by opening hydrants etc. Remove and rectify defects notice.
- g) Check all fire hydrants for proper operation by opening each valve and allowing water to flow for few minutes. Also check for effective closure of valve.
- h) The entire water supply system should be disinfected with bleaching powder and system flush cleaned.
- i) Send four samples of water drawn from four extreme locations for testing for bacteriological in sterilized bottles obtained from the concerned laboratory. (Laboratory personal may collect the samples themselves).

9.2.22. **Responsibility**

Responsibility for various activities in pre commissioning and commissioning procedures will rest with the Concessionaire.

10. **Technical Specifications – Sewerage/Drainage System**

10.1. **1. Scope of Work**

- a) Work under the section shall consist of furnishing all labour materials equipment and appliances necessary and required to completely finish sewerage / drainage system as required by the proposal approved and specified hereinafter.
- b) Without restricting to the generality of the foregoing the sewerage / drainage system shall include
  - (i) Internal / External sewer line.
  - (ii) Excavation including refilling etc.
  - (iii) Construction of collection chambers manholes and drop connections.
  - (iv) Construction of grease trap etc.
  - (v) Construction of external sewer line.
  - (vi) Storm water drainage and disposal.

10.2. **2. General Requirements**

- a) All materials shall be new of the best quality conforming to specifications and subject to the approval of the Independent Engineer.
- b) Drainage lines shall be laid to the required gradients and profiles
- c) All drainage work shall be done in accordance with the local municipal byelaws
- d) Concessionaire shall obtain necessary approval and permission for the drainage system from the municipal or any other Government Agency.
- e) Location of all manholes, catch basins, etc. shall be confirmed by the Independent Engineer before the actual execution of work at site.
- f) All works shall be executed as directed by the Independent Engineer.

10.2.1. **Alignments and grade**

The sewers and storm water lines shall be laid to alignment and gradient shown on the drawings but subject to such modifications as shall be ordered by the Independent Engineer from time to time to meet the requirements of the works. No deviations from the lines depths of cutting or gradients of sewer shown on the plans and sectors shall be permitted except to the direction in writing of the Independent Engineer.

10.2.2. **Excavation**

- a) The excavation for sewers and storm water drains shall be in open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in such cases the excavated soil be brought back later on for refilling the trenches or tunnel.
- b) **Opening Out Trenches**  
In excavation the trenches, etc., the soiling roads, metalling, pavement, kerbing etc., and turf shall be placed on one side and preserved for reinforcement when the trenches or other excavation shall be filled up. Before any road metal is replaced, it shall be carefully shifted. The surface of all trenches and holes shall be restored and maintained to the satisfaction of Authority/Independent Engineer.  
the Independent Engineer and of the owners of the roads or other property traversed and the Concessionaire shall not cut out or break down any live

fence of trees in the line of the proposed works but shall tunnel under them, unless the Independent Engineer shall order to the contrary.

c) Obstruction of Roads

The Concessionaire shall not occupy or obstruct by his operation more than one half of the width of any road or street and if insufficient space shall then be left for public and private transit, he shall remove the materials excavated and bring them back again when the trench is required to be refilled. The Concessionaire shall obtain the consent of the Independent Engineer in writing before closing any road to vehicular traffic and the foot walks must be clear at all times.

d) Removal of Filth

All night soil, filth or any other offensive matter is met with during the execution of works, immediately after it is taken out of any trench, sewer or cess pool, shall not be deposited on the surface of any street or where it is likely to be a nuisance or passed into any sewer or drain but shall be at once put into the carts and removed to suitable place to be provided by the Concessionaire.

e) Excavation to be taken to Proper Depth

The trenches shall be excavated to such a depth that the sewer shall rest on concrete described by the several clauses relating thereto and so that the inverts may be at the levels given the sections. In bad ground, the Independent Engineer may order the Concessionaire to excavate to a greater depth than that shown on the drawings and to fill up the excavation to the level of the sewer with concrete, broken stone, gravel or other materials.

f) Refilling

After the sewer or other work has been laid and proved to be water tight, the trench or other excavations shall be refilled. Utmost care shall be taken in doing this, so that no damage shall be caused to the sewer and other permanent work. The filling in the haunches and upto 75 cm above the crown of the sewer shall consist of the finest selected materials place carefully in 15 cm. Layers and flooded and consolidated. After this has laid the trench and other excavation shall be refilled carefully in 15 cm layers with materials taken from the excavation, each layer being watered to assist in the consolidation unless the Independent Engineer shall otherwise direct.

g) The Concessionaire to restore settlement and damages

The Concessionaire shall at his own costs and charges, make good promptly during the whole period, the work are in hand, any settlement that may occur in the surfaces of roads, berms, footpaths, gardens, open spaces, etc., whether public or private caused by his trenches or by his other excavations and he shall be liable for any accidents caused thereby, he shall also, at his own expenses and charges repair and make good any damage done to buildings and other property.

h) Disposal of Surplus Soil

The Concessionaire shall at his own costs and charges provide places for disposal of all surplus materials not required to be used on the works. As each trenches refilled the surplus soil shall be immediately removed, the surface properly restored and roadways and sides left clear.

- i) Timbering of sewer and trenches  
The Concessionaire shall at all times support efficiently and effectively the sides of the sewer trenches and other excavation by suitable timbering, piling and sheeting and they shall be closed, timbered in loose or sandy strata and below the surface of the sub-soil water level.  
All timbering sheeting and piling with their walling supports shall be adequate dimensions and strength and fully braced and strutted so that no risk of collapse or subsidence of the walls of the trench shall take place.  
The Concessionaire shall be held responsible and will be accountable for the sufficiency of all timbering, bracing, sheeting and piling used as also for, all damage to persons and property resulting from improper quality, strength, placing maintaining or removing of the same.
- j) Shoring of building  
The Concessionaire shall shore up all buildings, walls and other structures, the stability of which is liable to be endangered by the execution of the work and shall be fully responsible for all damages to persons of property resulting from any accident.
- k) Removal of water from sewer, trench etc.
- (i) The Concessionaire shall at all times during the progress of the work keep the trenches and excavations free from water which shall be disposed of by him in a manner as will neither cause injury to the public health nor to the public or private property nor to the work completed or in progress nor to the surface of any roads or streets, nor cause any interference with the use of the same by the public.
- (ii) If any excavation carried out at any point or points to a greater width than the specified cross section of the sewer with its envelope, the full width of the trench shall be filled with concrete by the Concessionaire. l) Width of Trench  
The Independent Engineer shall have power by giving an order in writing to the Concessionaire to increase the maximum width for excavation in trenches for various classes of sewer, man holes and other works in certain lengths to be specifically laid down by him, where on account of bad ground or other unusual conditions, he considers that such increased widths are necessary in view of the site conditions.

10.2.3. **Salt Glazed Stoneware Pipes**

- a) Stoneware pipes shall be first class quality salt glazed and free from rough texture inside and outside and straight. All pipes shall have the manufacturer name marked on it and shall comply to IS 651-1971. Approved makes [PERFECT or BURN].
- b) Laying and jointing of stone ware salt glazed pipes
- (i) Pipes are liable to be damaged in transit and not withstanding tests that may have been made before dispatch each pipe shall be examined carefully on arrival at site. Each pipe shall be rung with a wooden hammer or mallet and those that do not ring true and clear shall be rejected. Sound pipes shall be carefully stacked to prevent damage. All defective pipes should be segregated, marked in a conspicuous manner and their use in the works prevented.

- (ii) The pipes shall be laid with sockets leading up hill and should rest on solid and even foundations for the full length of the barrel. Socket holes shall be formed in the foundation sufficiently deep to allow the pipe jointer room to work right round the pipe and as short as practicable to admit the socket and allow the joint to be made.
  - (iii) Where pipes are not bedded on concrete the trench bottom shall be left slightly high and carefully bottomed up as pipe laying proceeds so that the pipe barrels rest on firm ground, if excavation has been carried too low it shall be made up with cement concrete (1:5:10) mix at the Concessionaire's expenses and charges.
  - (iv) If the bottom of the trench consists of rock or very hard ground that cannot be easily excavated to a smooth surface, the pipes shall be laid on cement concrete bed to ensure even bearing.
- c) Jointing of pipes

Tarred gasket shall first be wrapped round the spigot of each pipe and the spigot shall then be placed in to the socket of the pipe previously laid, the pipe then shall be adjusted and fixed in its correct position and the gasket caulked tightly home so as to fill not more than one quarter of the total length to the socket.

The remainder of the socket shall be filled with a stiff mix of cement mortar (1 cement: 1 clear sharp washed sand). When the socket is filled, a fillet should be formed round the joint with a trowel forming an angle of 45 degrees with the barrel of the pipe. The mortar shall be mixed as needed for immediate use and no mortar shall be beaten up & used after it has begun to set.

After the joint has been made and extraneous materials shall be removed from inside the joint with a suitable scraper —badgerll. The newly made joints shall be protected until set from the sun drying winds, rain or dust. Sacking or other materials, which can be kept damp, shall be used. The joint shall be exposed and spaces left all round the pipes for inspection by the Independent Engineer. The inside of the sewer must be left absolutely clear in bore and free round cement mortar or other obstructions throughout its entire length, and shall efficiently drain and discharge.

d) Testing

All lengths of the sewer and drain shall be fully tested for water tightness by means of water pressure maintained for not less than 30 minutes. Testing shall be carried out from manhole to manhole. All pipes shall be subjected to a test pressure of at least, 1.5 meter head of water at the highest point. Pressure shall, however, not exceed 1.5 meter head at any point. The pipes shall be plugged preferably with standard design plugs with rubber plugs on both ends. The upper end shall, however, be connected to a pipe for filling with water and getting the required head.

A test register shall be maintained which shall be signed and dated by Concessionaire and Independent Engineer.

10.2.4. **Gully Traps**

- a) Gully traps shall be of the same quality as described for stoneware pipes in Clause 5 above.

- b) Gully traps shall be fixed in cement concrete 1:4:8 mix and brick masonry. Chamber 30x 30cm C.I. sealed cover and frame weighing not less than 7.3 Kg to be constructed as per standard drawings. Where necessary, sealed cover shall be replaced with C.I. grating of the same size (1 Cement: 4 Coarse: 8 stone aggregate 40 mm nominal size).

10.2.5. **Reinforced Cement Concrete Pipes**

- a) All underground storm water drainage pipes and sewer lines where specified (other than those specified cast iron) shall be centrifugally spun RCC pipes of specified class. Pipes shall be true and straight with uniform bore throughout. Cracked, wrapped pipes shall not be used on the work. All pipes shall be tested by the manufacturer and the Concessionaire shall produce, when directed, a certificate to the effect from the manufacturer.
- b) Laying  
R.C.C. spun pipes shall be laid on cement concrete bed or cradle as specified and shown on the detailed drawings. The cradle may be precast and sufficiently cured to prevent cracks and breakage in handling. The invert of the cradles shall be left 12mm below the invert level of the pipe and properly placed on the solid to prevent any disturbance. The pipe shall then be placed on the bed concrete of cradles and set for the line gradient by means of sight rails and boning rods, etc. Cradles or concrete bed may be omitted, if directed by the Independent Engineer.
- c) Jointing  
After setting out the pipes the collar shall be centered over the joint and filled in with tarred gaskin, so that sufficient space is left on either side of the collar to receive the mortar. The space shall then be filled with cement mortar (1 cement: 2 fine sand) and caulked by means of proper tools. All joints shall be finished at an angle of 45 degrees to the longitudinal axis of the pipe on both sides of the collars neatly.
- d) Testing  
All pipes shall be tested to a hydraulic test of 1.5 m head for at least 30 minutes at the highest point in the section under test. Test shall also be carried out similar to those for stoneware pipes given in this chapter. The Concessionaire shall also carry out the smoke test. A test register shall be maintained which shall be signed and dated by Concessionaire/ Independent Engineer.

10.2.6. **Cast Iron Pipes for Drainage**

- a) All drainage lines passing under building, floors and roads with heavy traffic, in exposed position above ground e.g. service floor and basement ceiling shall be cast iron pipes.
- b) Cast iron pipes shall be centrifugally spun cast iron pipes conforming to IS 1536-1967.  
Quality certificate shall be furnished.
- c) Fittings and Inspection Chambers  
Fittings used for C.I. drainage pipes shall conform to IS 1538-1967. Wherever, possible junction from branch pipes shall be made by a Y tee. Cleanout plugs shall be provided on head of each drain and at locations indicated on plans or as directed by independent Engineer. Cleanout plugs shall be of size matching the full bore of the pipe. Plugs shall be made from

G.I. coupling caulked into the socket of the pipe for fitting. The end of the provided with a brass screwed plugs with suitable key for opening.

d) Laying

(i) All cast iron pipes and fittings shall be joined with best quality soft pig lead (conforming to IS 279-1977) which shall be free from impurities.

(ii) The spigot of pipe or fittings shall be centered in the adjoining socket by caulking.

Sufficient turns of tarred gaskin will be given to leave unfilled the required depth of socket for depth 45 mm when the gaskin has been caulked tightly home jointing ring shall be placed round the barrel and against the face of the socket. Molten pig lead shall then be poured to fill the remainder of the socket. This shall be done in one pouring. The lead shall then be solidly caulked with suitable tools and hammers weighing not less than 2 kg. For lead wool joints the socket shall be caulked with tarred gaskin as explained above. The lead wool shall be inserted into the sockets and tightly caulked home by gaskin with suitable tools and hammers of not less than 2 kg.

(iii) For the lead wool joints the socket shall be caulked with tarred gaskin, as explained above. The lead wool shall be inserted into the sockets and tightly caulked home by gaskin with suitable tools and hammers of not less than 2kg weight until joint is filled.

e) Testing

All cast iron pipes for drainage shall be tested to a hydraulic test of 3-meter head. Test for straightness shall be same as for stoneware pipe given in point 5.d A test register shall be maintained which shall be signed and dated by Concessionaire and Independent Engineer.

10.2.7. **Cement Concrete and Masonry Works (for manholes and chambers, etc.)**

- Water: Water used for all constructional purpose shall be clear and free from oil, acid, alkali, organic and other harmful matters, which can deteriorate the strength and / or durability of structure. In general, the water suitable for drinking purpose shall be considered as good enough for constructional purposes.
- Aggregate For Concrete: The aggregate for concrete shall be in accordance with I.S. 383 and I.S. 515 in general; these shall be free from all impurities that may cause corrosion of the reinforcement. Before actual use these shall be washed in water, if required as per the direction of Independent Engineer. The size of the coarse aggregate shall be done as per IS 383.
- Sand: Sand for various constructional purposes shall comply in all respects with I.S. 650 and I.S. 2116. It shall be clean, coarse hard and strong, sharp, durable, uncoated, free from any mixture of clay, dust, vegetable matter, mica, iron impurities soft or flaky and elongated particles, alkali, organic matter, salt, loam and other impurities which may be considered by the Independent Engineer as harmful for the construction.
- Cement: The Cement used for all construction purpose shall be ordinary Portland cement or rapid hardening Portland cement conforming to I.S. 269.
- (e) Mild Steel Reinforcement. The mild steel for reinforcement bars shall be in the form of round bars conforming to all requirements of IS 432 (Grade I).

- Bricks: Bricks shall uniform colour, thoroughly burnt but not over burnt, shall have plan rectangular faces with parallel sides and sharp right-angled edges. They should give ringing sound when struck. Brick shall not absorb more than 20% to 22% of water, when immersed in water for 24 hours. Bricks to be used shall be approved by the Independent Engineer.
  - Other Materials: Other materials not fully specified in these specifications and which may be required in work shall conform to the latest IS All such material shall be approved by the Independent Engineer before use.
- a) Cement Concrete (Plain or Reinforced)
- (i) Cement concrete pipes bedding, cradles, foundations and R.C.C. slabs for all works shall be, mixed by a mechanical mixer where quantities of the concrete poured at one time permit, hand mixing on properly constructed platforms may be allowed for small quantities by the Independent Engineer.
  - (ii) Concrete works shall be of such thickness and mix
  - (iii) All concrete work shall be cured for a period of at least 7 days. Such work shall be kept moist by means of gunny bags at all times. All pipes trenches and foundations shall be kept dry during the curing period.
- b) Masonry Work  
Masonry work for manholes, chambers, septic tanks and other such works as required shall be constructed from stone. All joints shall be properly raked to receive plaster.
- c) Cement Concrete for Pipe Support
- (i) Wherever specified or shown on the drawings all pipes shall be supported in bed and all round or in haunches. The thickness and mix of the concrete shall be of appropriate width of the bedding.
  - (ii) Unless otherwise directed by the Independent Engineer, cement concrete for bed, all round or in haunches shall be laid as follows.
  - (iii) R.C.C. Pipes or C.I. pipes may be supported on brick masonry or precast R.C.C. or in situ cradles.
  - (iv) Pipes in loose soil or above ground shall be supported on bricks or stone masonry pillars.

**Table 12: Mix of Concrete for Pipe Support**

Pipes	Upto 1.5 m depth	Upto 1.5 m depth	Beyond 3 m depth
Stoneware pipe in open ground (no sub soil water)	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
RCC or SW pipes in sub soil water	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
GI pipe (in all conditions)	Sand filling	Sand filling	Sand filling
RCC pipes or CI pipes under road or building	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
(1=1 cement ; 3-6 = coarse sand ; 6-12 = stone aggregate 20 mm nominal size)			

**10.2.8. Manhole and Chambers**

- a) All manholes, chambers, septic tanks and other such works as specified shall be constructed in RR Stone Masonry (1:6) I.S. (1 cement: 6 coarse sand).

- b) All manholes, chambers, septic tanks, etc, shall be supported one base of cement concrete of such thickness and mix.
- c) All manholes shall be provided with cement concrete benching in 1:2:4 mix (1 cement 2 coarse sand 4 stone aggregate 20 mm nominal size) The benching shall have a slope of 10 cms towards the channels. The depth of the channel shall be full diameter of the pipe. Benching shall be finished with a floating coat of neat cement.
- d) All manholes shall be plastered with 25 mm thick cement mortar 1:3 mix (1 cement 3 coarse sand) in finished with a floating coat of neat cement inside. Manholes shall be plastered outside as above but with rough plaster.
- e) All manholes with depths greater than 1 m shall be provide with Ferro Cement Foot Steps.
- f) All manholes shall be provided with cast iron covers and frames and embedded in reinforced cement concrete slab. Weight of cover and frame shall be approximately chosen.
- g) Size of Manhole should not be less than 1500 x 900 mm in normal circumstances. Circular manhole shall be construction with minimum 1 meter internal dia.
- h) Drop Connection
  - (i) Drop connections shall be provided between branch sewer and main sewer or in the main sewer itself in the steep ground when the difference in the invert level of the two exceeds 45 cm of the required size.
  - (ii) Drop connections from the gully trap to main sewer on rectangular manholes shall be made inside the manhole and shall have H.C.I. special type door on top and heel rest bend at bottom connected by a H.C.I. pipe. This pipe shall be supported by holder bat clamp at 180 cm intervals with one clamp for each drop connection. All joints shall be lead caulked joints 25 cm deep.
  - (iii) Drop connections from branch sewer to main sewer shall be made outside the manhole wall with glazed stone ware pipe tee connection, vertical pipe and bend at the bottom. The top of the tee shall be finished up to the surface level and provided with a C.I. hinged type frame and cover 30 cm x 30cm. The connection shall be embedded in the cement concrete 1:2:4 mix 15 cm all round the pipe and tee upto the surface chamber of the tee.
  - (iv) Drop connection made from vertical stack directly into the manhole shall not be considered as drop connection.

## 11. Technical Specifications – Fire Hydrant System

### 11.1. Scope of work

Work under this section shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely install wet. Riser fire system as required by the drawings and specified hereinafter or given in this Chapter of quantities. Without restricting to the generally of the foregoing, the fire hydrant system shall include the following:

- a) Black steel mains including valves, hydrants and appurtenances.

- b) Black steel pipe fire risers within the building
- c) Landing valves, canvas hose pipes, hose reels, hose cabinets, fire brigade connections to pumps, appliances and pressure reducing devices.
- d) Excavation, anchor blocks and valve chamber.

**11.2. General Requirements**

All materials shall be of the best quality conforming to the specifications and subject to the approval of the employer. Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workmanlike manner.

Pipes shall be fixed in a manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts passages, etc. Pipes shall be securely fixed to walls and ceilings by suitable clamps at intervals specified. Only approved type of anchor fasteners shall be used for R.C.C. ceilings and walls. Valves and other appurtenances shall be so located that they are easily accessible for operations, repairs and maintenance.

**11.2.1. Pipes and fittings for Internal Work**

**11.2.2. Jointing**

M.S. Pipes: Pipes 50 mm diameter, and below shall be provided with metal to metal tapered threaded joints. Red lead shall be used for lubrication and rust prevention.

Pipes 65 mm diameter and above shall be provided with electrical resistance welding, jointing shall be butt welded between pipe and fittings.

Joints between C.I and M.S. pipe shall be made by providing a suitable flanged tail or sockets piece and M.S. flanges on the M.S. pipe shall have appropriate number of holes and shall be fastened with nuts, bolts and 3 mm thick compressed asbestos gaskets.

**11.2.3. Excavation**

Excavation for pipe lines shall be open trenches to levels and grades shown on the drawings or as required at site Pipe lines shall be buried to a minimum depth of 1 to 1.5 meter or as shown on the drawings:

- a) Wherever required the Concessionaire shall support all trenches or adjoining structures with adequate timber supports.
- b) On completion of testing and painting, trenches shall be refilled with excavated earth in 15 cm layers and consolidated.
- c) Concessionaire shall dispose of all surplus earth within a lead of 200 meter or as directed by the Independent Engineer.

**11.2.4. Anchor blocks**

The Concessionaire shall provide suitable cement concrete anchor blocks of ample dimensions at all bends, tee connections and other places required and necessary for overcoming pressure thrusts in pipes. Anchor blocks shall be of cement concrete 1:2:4 mix (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal gauge).

**11.2.5. Valves**

Sluice valves 80mm diameter and above diameter shall be cast iron double flanged solid wedge, outside screw non rising stem, yoke type bonnet and two piece gland construction. The valves shall have renewable screwed body seat rings. Flanges shall have raised faces and serrated face finish and shall conform to IS 780-1984. Check valves shall be cast iron double flanged conforming to IS:

5312-1975 with cast iron steel body 13% chrome steel disc, hang pin and body seat ring.

**11.2.6. Fire hydrants external hydrants**

The Concessionaire shall provide external hydrant. The hydrants shall be controlled by a cast iron sluice valve. Hydrants shall have instantaneous type 63 mm diameter outlets. The hydrants shall be of gunmetal and flange inlet and single outlet conforming to IS: 908-1975 with G.I. duct foot bend and flanged riser of required height to bring the hydrant to correct level above ground.

The Concessionaire shall provide for each external fire hydrant two nos. of 63 mm diameter. 15 meter long rubberized fabric linen hose pipe with gunmetal male and female instantaneous type couplings machine wound with G.I. wire (hose to IS: 636 type 2 and couplings to IS: 903 with IS: certification) gunmetal branch pipe with 16 mm nozzle to IS: 903.

**11.2.7. Internal hydrants**

The Concessionaire shall provide on each landing and other locations, one single headed gunmetal landing valve with 63 mm diameter outlets and 80 mm inlet (IS: 5290-1969) with individual shut off valves and cast iron wheels. Landing valves shall have flanged inlet and instantaneous type outlet. Instantaneous outlet for hydrants shall be of standard pattern approved and suitable for fire brigade hoses. The Concessionaire shall provide for each internal fire hydrant station four numbers of 63 mm id 15 meter long rubberized fabric linen hose pipes with G.I. wire (Hose to I.S. 636 type 2 and couplings to IS: 903 with IS: certification), fire hose reel, gunmetal branch pipe with nozzle IS: 903 and fireman's axe.

Each hose box shall be conspicuously painted with the letters —FIRE HOSEII.

**11.2.8. Fire hose reels**

The Concessionaire shall provide standard fire hose reels with 20 mm diameter high pressure rubber hose of 36.5 meter length with gunmetal nozzle with 5mm bore, and control valve, shut of nozzle connected wall mounted on circular hose reel of heavy duty mild steel construction and cast iron brackets. Hose reel shall conform to IS: 884-1969. The hose reel shall be connected directly to the M.S pipe riser through an independent connection.

**11.2.9. Orifice flanges**

Provide orifice flanges fabricated from 6 mm thick stainless steel plate to reduce pressure on individual hydrants to restrict the operating pressure to 3.5 kg/sqmt. The design of the orifice flanges shall be given by the Concessionaire as per the location and pressure conditions of each hydrant/hose reel.

**11.2.10. Fire brigade connection**

Provide gunmetal two or four way collecting head with 63 mm diameter instantaneous type inlet with built in check valve and 100/150 mm diameter outlet connection to the fire main grid and for tank filling, collecting head shall conform to IS 904-1965.

**11.2.11. Draw off connection**

a) Air valves

Provide 25 mm i/d. screwed inlet single acting brass air valve on all high points in the system on top of air cushion tanks.

b) Drain valve

Provide 50 mm id. G.I. pipe to IS: 1239 (Medium class) with 50 mm gunmetal full way valve for draining any water in the system in low pockets as directed by the Independent Engineer.

c) Hydrant/Valve Chambers

The Concessionaire shall provide suitable brick masonry chambers in cement mortar 1:5 (1 cement: 5 coarse sand) on cement concrete foundations 150 mm thick 1:4:8 mix (1 cement:4 fine sand:8 graded stone aggregate 40mm nominal size) 15 mm thick cement plaster inside and outside finished with a floating coat of neat cement, inside with cast iron surface box approved by fire brigade including excavation, back filling, complete Valve chamber shall be of the following size:

For depths 100cm and beyond 120x120 cms

Weight of C.I. frame and cover shall be 38 kg.

11.2.12. **Pipe protection**

All pipes above ground and in exposed locations shall be painted with one coat of red- oxide primer and two or more coats of synthetic enamel paint of approved shade. All buried MS. Pipes shall be provided with protection against soil corrosion by applying two coats of coal tar hot enamel paint, two layers reinforced fiber glass tissue and finished with one coat of the above paint (as per IS: 10221)

11.2.13. **Pipe support**

All pipes shall be adequately supported from ceiling or walls from existing inserts by structural clamps fabricated from M.S. Structural, e.g., rods, channels, angles and flats. All clamps shall be painted with one coat of red lead and two coats of black enamel paint.

Where inserts are not provided the Concessionaire shall provide anchor fasteners. Anchor fastener shall be fixed to walls and ceilings by drilling holes with electrical drill in an approved manner as recommended by the manufacturer of the fasteners.

11.2.14. **Testing**

All pipes in the system shall be tested to a hydrostatic pressure of 14.5 kg/sq.cm. without drop in pressure for at least 2 hours.

11.2.15. **Hose cabinets**

Provide hose cabinets for internal/ external hydrants fabricated from 16 gauge MS sheet with single or double glass front door and locking arrangement with breakable glass key access arrangement, duly painted red with stove enamelled paint fixed to wall or self supported on floor as per site conditions. The cabinet shall also have a separate chamber to keep the key with breakable glass as per approved design. Hose cabinets shall be fabricated from 16 gauge MS sheet of fully welded construction with hinged double front door partially glazed with locking arrangement stove enamelled fire red paint with —FIRE HOSEll written on it prominently. Samples of hose cabinet for internal and external works are not approved from the Independent Engineer before installation at site.

12. **Technical Specifications – Pumps and Ancillary Equipment**

12.1. **Scope of work**

Work under this section shall consist of furnishing all labour, materials, Equipment and appliances necessary and required to completely install electrically operated pumps for fire hydrant and sprinkler installations as specified

hereinafter. Without restricting to the generality of the foregoing, the pumps and the ancillary equipment shall include the following:-

- Electrically operated pumps with motors, base plate and accessories □ Alarm system with all accessories wiring and connections.
- Pumps suction and delivery headers, valves, air vessel & connections.
- Pressure gauges.
- Electrical switchboard, wiring, cabling, cable tray and earthing.

## 12.2. General requirements

Pumps shall be installed true level on suitable concrete foundations. Base Plate shall be firmly fixed by foundation bolts properly grouted in the concrete foundations. Pumps and motors shall be truly aligned by suitable instruments. All pumps connection shall be standard flanged type with appropriate number of bolts. Manufacturer's instructions regarding installation connections and commissioning shall be followed with respect to all pumps, switchgear and accessories.

### 12.2.1. Fire and jockey pumps

#### d) Pumping Sets

Pumping sets shall be multistage horizontal centrifugal multi-stage outlet pumps with cast iron body and bronze dynamically balanced impeller connecting shaft shall be stainless steel. Pumps shall be connected to drive by means of a flexible coupling with sheet metal guard. Pumps shall be provided with approved type of mechanical seals and pressure gauge with isolation cock on the delivery side. Pumps shall be capable of furnishing not less than 150% of the rated capacity at a head of not less than 65 % of the rated head. The shut off head shall not exceed 120% of the rated head.

#### e) Wet Riser Hydrant and Sprinkler Systems

Wet riser hydrant and sprinkler shall be pressurized through a set of pumps driven by electric motors. Desired pressure shall be created and maintained in the systems by means of main and Jockey pump sets. The working of the pumps sets shall be as under:

- Main pump for Hydrant and Sprinkler systems.
- Automatic start on reduction in the pressure in the system at predetermined level.

Also manual start arrangement shall be made in case of failure of automatic start system.

- Pump set shall stop by manual operation only.
- Stand by main pump (Diesel Engine Driven)

In the event of failure in the operation of main pump sets for hydrants and sprinklers, the standby main pump shall come into operation when the pressure in the system is reduced to a pre-determined level. Also manual start arrangement shall be made in case of failure of automatic start arrangements. Pump set shall stop by manual operation only.

#### f) Jockey Pump

Starting and stopping of Jockey pump set shall be automatic at pre-determined levels.

However, arrangements for manual start and stop of the pump shall also be made. Jockey pump shall take care of small leakages in the piping system and pumps cushion tanks.

12.2.2. **Electric Drive**

Electrically driven pumps shall be provided with totally enclosed induction motors suitable for fire pumps. The motors should be rated not to draw more than 4.5 times the starting current. Motors shall be at least equivalent to the horse power required to drive the pump at 150% of its rated discharge. The motors shall be wound for class E insulation and windings shall be vacuum impregnated with heat and moisture resisting varnish, glass fibre insulated.

12.2.3. **Diesel Engine**

Diesel Engine shall be of suitable HP with individual heat assemblies. The engine shall be water-cooled and shall include heat exchanger and connecting piping strainer isolating and pressure reducing valves, bye-pass line complete in all respects. The Engine shall be of direct injection type with low noise and exhaust emission levels. The speed of engine shall match the pump speed for direct drive. The engine shall be capable of being started without the use of the wicks, cartridge heater plugs or either at engine room temperature of 7 degree C. and shall take full load within 15 seconds from the receipt of the signal to start. The engine shall effectively operate at 38 degree C. ambient temperature at 150 meters above mean sea level. Noise level of the engine shall not exceed 105 db. (free field sound pressure) at 3 meters distance. The engine shall be self starting type up to 4 deg. C shall be provided with one 24 volts heavy duty D.C. battery, star term cutout, battery leads complete in all respects. One additional spare battery shall be provided. The battery shall have a capacity of 200 ampere hours and 640 amperes cold cranking amperage. Provide a battery charger of 10 to 15 amperes capacity with trickle and booster charging facility and regulators. Arrangement for starting shall be automatic on receiving the signal. But shut off shall be manual. The engine shall be provided with an oil bath or dry type air cleaner as per manufacturer's design. Engine shall be suitable for running on high speed diesel oil. The system shall be provided with a control panel with push button starting. Arrangement also wired to operate the engine on a differential pressure gauge.

The entire system shall be mounted on a common structural base plate with anti - vibration mounting, Dunlop make, and flexible connections on the suction and delivery piping. Provide one fully mounted and supported day oil tank fabricated from 6 mm thick MS sheet electrically welded of 8 hours working load but not less than 200 liters. Provide level indicators-low level and fill level in the day oil tank on the control panel through float switches and an air breather. Provide on exhaust pipe with suitable muffler (resident type) to discharge the engine gases to outside in open air as per site conditions (Concessionaire to check the site). Provide all accessories, fittings, and fixtures necessary and required for a complete operating engine set. The exhaust pipe shall be taken outside the Building with a number of bends (approx length 20 meters.) and shall be duly heat insulated with rain cover. The Concessionaire shall indicate special requirement, if any, for the ventilation of the pump room.

12.2.4. **Base Plate**

Pumps and motors shall be mounted on a common structural base plate with anti- vibration mounting.

**12.2.5. Air Vessel**

Provide one air vessel fabricated from 12 mm M.S. plate with dished ends & suitable supporting legs. Each air vessel shall be provided with a 100 mm diameter flanged connection from pump, one 25 mm diameter. drain with valve, one gunmetal water level gauge and 25 mm sockets for pressure switches. The vessel shall be 450 mm diameter x 2000 mm high and tested to 28 kg / sqcm pressure.

The fire pumps shall operate on drop of 1 kg / sqcm pressure in the mains. The pump operating sequence shall be arranged in a manner to start the pumps automatically but should be stopped by starter push buttons only.

**12.2.6. Vibration eliminators**

Provide on all suction and delivery lines double-flanged reinforced neoprene flexible pipe connectors. Connectors should be suitable for a working pressure of each pump and tested to the test pressure give in the relevant heat. Length of the test connector shall be as per manufacturer details.

**12.2.7. Switchboard cubicle**

Provide and install one switch board cubicle of approved dust and vermin proof type fabricated from 16 gauge M.S. sheet and finished with synthetic enamel paint of approved shade and shall have plastic identification for different motors. The cubicle shall comprise of the following:-

- (a) Aluminum bus bar of rated capacity in a separate chamber with two additional spare chambers.
- (b) Incoming main isolation switch fuse unit of required capacity HRC fuses.
- (c) Isolation switch fuse unit of required capacity HRC fuses, one for each motor.
- (d) Fully automatic auto transformer starters with push buttons one for each motor.
- (e) Fully automatic —STAR DELTA starters with push buttons for jockey pumps.
- (f) Single phasing prevention for suitable rating for each motor.
- (g) Panel type ampere meters, one for each motor.
- (h) Panel type volt meter on incoming main with rotary selector switch to read voltage between phase to neutral and phase to phase.
- (i) Three neon phase indicating lamps on incoming main.
- (j) Two rotary switches for manual/ auto operations of fire and sprinkler pumps.
- (k) All interconnecting colour coded wiring from incoming main to switch gear, meters and accessories within the switchboard panel.

All switchgears and accessories shall be of approved make such as SIEMENS, ENGLISH ELECTRIC, LARSEN AND TOUBRO or equivalent as approved by the Independent Engineer. Switchboard cubicles shall be floor-mounted type.

**12.2.8. Cables**

The Concessionaire shall provide all power and control cables from the motor control centre to various motors and control devices. Cables should conform to IS: 1554 and carry BIS certification mark. Wiring cables should conform to IS: 694. All power and wiring cables shall be aluminium conductors PVC insulated armoured and PVC sheathed of 1.1 KW grade. All control cables shall have stranded conductors. The cables shall be supplied in drums as far as possible

and bear the manufacturer's identification mark. All cable joints shall be made in an approved manner as per accepted practice.

**12.2.9. Earthing**

There shall be two independent earthing stations at least 3 meters away from the pump room. The earthing shall consist of an earth tape connected to an independent plate made of C.I. having a conductivity of not less than 100% international standard. All electrical apparatus, cable boxes and sheath/ armour clamps shall be connected to the main bar by means of branch earth connections of appropriate size. All joints in the main bar and branch bar shall have the lapping surface properly tinned to prevent oxidation. The joints shall be riveted and sweated.

Earth plates shall be buried in a pit 1.2 x 1.2 meter a minimum depth of 3 meter below the ground. The connections between the main bars shall be made by means of three 10 mm brass studs and fixed at 100 mm centres. The pit shall filled with coke breeze, rock salt and loose soil. A.G.I.Pipe of 20mm i/d. with perforation on the periphery shall be placed vertically over the plate to reach ground level for watering. A brick masonry manhole 30 x 30 x 30 cm. size shall be provided to surround the pipe for inspection. A bolted removable link connecting main bar outside the pit portion leading to the plate shall be accommodated in this manhole for testing.

**12.2.10. Commissioning**

Commissioning of the systems shall commence only after:

- (a) All pipes, accessories, pumping set, fire alarms, etc., have been completely installed and tested.
- (b) The electrical connection has been made & direction of motors rotation checked. (c) Related works by other agencies has been completed in all respects.
- (c) Water supply is available in adequate quantity in the underground tank.
- (e) Basement drainage pumps are fully commissioned.
- (d) On completion of all related work given in para above, start pumping sets and develop desired pressures in both the systems.
- (e) Open one hydrant and test if pump starts at desired drop in pressure and the alarm operates. If required make adjustments and retest.

**12.2.11. Maintenance manual**

On completion of the entire work and successful commissioning, the Concessionaire shall hand over four copies of maintenance manuals of all equipment installed by him. Maintenance manuals shall include information relating to make, model No. year of manufacture for all electrical and mechanical equipments with names of local supplies or manufacturers' agents.

**13. Technical Specifications – Commissioning for Fire-fighting System**

**13.1. Scope of Work**

Work under this section shall consist of pre commissioning, commissioning, testing and providing guarantees for all equipments, appliances and accessories supplied and installed by the Concessionaire under this contract.

**13.2. General Requirements**

The Concessionaire shall provide all tools, equipments, metering and testing devices required for the purpose.

On award of concession, the Concessionaire shall submit a detailed proposal giving methods of testing and gauging the performance of the equipment to be supplied and installed under this contract.

**13.2.1. Pre-commissioning**

On completion the installation of all pumps, piping, valves, pipe connections, electrical wiring, motor control panels and water level controlling devices the Concessionaire shall proceed as follows:

Testing of M.C.C.:

- (a) Insulation resistance test with 500 volt megger, before and after high voltage test, on all power and control wiring.
- (b) High voltage test at 2000 volts A.C. for one minute on all power and control wiring.
- (c) Low voltage continuity test (t volts) on power wiring of each feeder, between bust bars and outgoing terminals with switches and conductors in closed position.
- (d) Low voltage continuity test (6 volts) on all control wiring.
- (e) Operation test for all feelers with only control supply made —ONII to ensure correctness of control wiring, operation of the various equipment used, such as push buttons, protective devices, indicating lamps and relays, etc. All conductors shall be checked for the presence of humming and chattering.
- (f) Earth continuity test with voltage not exceeding 6 volts between various non- current carrying metallic of equipment, steel work, etc., and the earth bus provided in the M.C.C.
- (g) Operation of all instruments and meters provided on the M.C.C.

**13.2.2. Fire Protection System**

- (a) Check all hydrant valves and if any valve is open than close it. Check that all suction and delivery connections are properly made.
- (b) Tests run and check rotation of each motor and correct the same required.

**13.2.3. Pipe Work**

Check all clamps, support and hangers provided for the pipes. Fill up pipes with water and apply hydrostatic pressure to the systems as given in the specifications if any leakage is found. Rectify the same and retest the pipes.

**13.2.4. Commissioning and Testing Fire Hydrant System**

- (a) Pressurize the fire hydrant system by running the main fire pump and after attaining the required pressure shut off the pump.
- (b) Open by-pass valve and allow the pressure to drop in the system. Check that the jockeys pump cuts-in and cuts-out at the preset pressures. If necessary adjust the pressure switch for the jockey pump. Close by-pass valve.
- (c) Open hydrant valve and allow the water to flow into the fire water tank in order to avoid wastage of water. The main fire pump should cut-in the present pressure and should not cut-out automatically on reaching the normal line pressure. The main fire pump should stop only by manual push button. However, the jockey pumps should cut out as soon as the main pump starts.
- (d) Switch off the main fire pump and test check the diesel engine driven pump in the same manner as the electrically driven pump.

- (e) When the fire pumps have been checked for satisfactory working on automatic, open fire hydrant valves simultaneously and allow the hosepipes to discharge water into the fire tank to avoid wastages. The electrically driven pump should run continuously for eight hours so that its performance can be checked.
- (f) Diesel engine driven pump should also be checked in the same manner as given above by running for 8 hours.
- (g) Check each landing valve, male and female coupling and branch pipes for compatibility with each other. The Concessionaire shall replace any fitting, which is found to be incompatible and does not fit into the other properly. Landing valves shall also be checked by opening and closing under pressure.

**13.2.5. Handing Over**

The Concessionaire to the complete satisfaction of the Independent Engineer shall do all commissioning and testing. The Concessionaire shall also get the system approved from the local fire authorities and submit NOC received from the Fire Department /Authority.

**13.2.6. Regulations, codes of practice, references and standards**

The aspects of the design which are related to HSE must respect applicable Regulations, Codes of Practice and Standards. Those which are relevant to this project are listed below in order of priority. International codes and regulations shall be applied unless more stringent national rules exist. In case of conflict, priority shall be given according to the following list:

- National Regulations,
- Manufacturers Standards,
- International Codes and Standards.

**13.2.7. National regulations**

The MLCP project shall comply with the applicable International, National & State regulations.

**13.2.8. Company standards**

The design of project facility shall comply with the latest revisions of the State Safety Standards, Fire Brigade & International Codes, Specifications and design criteria as provided in the contract.

**14. Technical Specifications – Installation of Tube well**

a) Selection of site

The site where the employer wants to sink the tube well should be examined. Any previous data available with the Concessionaire, of the nearby areas should be made use to evolve suitable procedure for drilling, developing and testing etc

b) Drilling

The drilling shall be done in accordance with the specification contained in IS: 2800 Part\_ I, 1979 and as described in Chapter of work

c) Drilling time log book

As the drilling progresses, and accurate drilling time logbook shall be maintained by the Concessionaire, indicating time taken to drill every two meters of depth where there is change of strata. This log will enable

interpretation regarding the nature of formation (hard, soft, unconsolidated etc.), which has a bearing of water fielding capacity of the formation

d) Geological data

Samples of drill cuttings from different strata shall be collected at suitable intervals preferably at every two meters depth drilled or at closer intervals, if a change in strata is met with. After the drilling has reached sufficient depth all the samples of strata collected shall be got examined analyzed in a laboratory

e) Design and lowering of pipe assembly

The design and diameter of the housing pipe shall be as specified in the Chapter of work. The size and length of blind pipes and slotted shall be in accordance with the requirements to the strata met with, the expected discharge and the depth of tube well. The design of the pipe assembly for stainer pipe and column pipe shall be submitted by the Concessionaire and approved by the independent Engineer

f) Gravel packing

All gravel shall consist of hard well-rounded particles reasonably uniform in diameter meter and shall be of a size given in the Chapter of work

g) Developments of Tube well

The well shall be developed either by surging and agitating or by over pumping and back wash with an acceptable method may also be adopted with the consent of the independent engineer. The development process shall be continued until the stabilization of sand and gravel pack has taken place. The development of the tube well by over pumping should be done at 15% to 25% higher discharge than the expected discharge from the tube well

h) Grouting and sealing

Grouting and sealing of the tube may well be done, if required by the corporation depending upon the site conditions and quality of the discharge of the strata encountered. It should be applied in one continuous operation. Sealing of the tube well may be done by grouting angular space between bore and the housing pipe, thickness of grouting depending upon the quality of water

i) Handing over of the Tube well

The tube-well should be handed over to the employer in complete shape and closed by a well cap for the period between the completions of tube well and the installation of the pump set. The following information should be furnished by the Concessionaire on completion of the tube well

- Strata chart of the tube well indicating different types of soil met with at different depth.
- Samples of strata collected, neatly packed and correctly marked in sample bags/wooden box.
- Chart of actual pipes assemble lowered indicating size of pipes, depth range where slotted/ strainer pipes, depth ranges, where slotted/ strainer pipes have been used, depth and diameter of housing pipe, reduced level of the top of the housing pipe and diameter and depth of the bore hole.
- Geo hydro testing result of the borewell
- Position of every joint in the well assembly.

- Hours of development done by compressed air, pump set or by other means.
- Pumping water level at developed discharge
- Report of the samples of water got tested in the approved laboratories

## j) Verticality and alignment

As per IS: 2800(part- II) 1980

**List of IS Codes Relating to Plumbing Works**

Vitreous	IS: 2556-1974
IS 2556-1981 (Part II)	IS: 2556-1984
Cast Iron Cistern	IS: 774-1984
Ball Valve	IS: 1703-1977
Cistern Brackets	IS: 775-1970
Toilet Seat Cover	IS: 2548-1983
Vitreous China Cistern	IS: 2326-1987
Sand Cast Iron Pipes & Fittings	IS: 1729-1979
Spun Cast Iron Pipes & Fittings	IS: 3989-1984
GI Pipes	IS: 1239-1979
Galvanizing for GI pipe	IS: 4736-1986
Pipe Threads	IS: 554-1985
Malleable Iron Fitting	IS: 1879-1987
Cast Iron Sluice Valves	IS: 780-1984
Full way valves	IS: 778-1984
Brass Ferrule	IS: 2692-1978
Stone Ware Gully Trap	IS: 651-1980
R.C.C. Pipes	IS: 458-1971
Cast Iron Class L.A. Pipes	IS: 1536-1989
Cast (Spun) Iron Fittings	IS: 1538-1976
Pig Lead	IS: 782-1966
Induction Motors	IS: 4691 / IS 325 / IS 4029

**15. Electrical Installation Works****15.1. General****15.1.1. General Requirements**

- (a) Separate earth wire (Copper) will run for the light and power sockets
- (b) The main switches and BDB's shall be connected with thimbles /lugs duly crimped with crimping tools.
- (c) Only BIS mark or as per BIS copper cable should be used (as per list of approved makes attached) or equivalent as approved by the Independent Engineer.
- (d) The cable and connections should be done to the switchgear by suitable size glands.
- (e) The insulation test, continuity test, earthlings test & other electrical installation tests will be done by the bidder in the presence of the Independent Engineer at site work after the completion of the work
- (f) ELCB should be of approved makes as per list attached or equivalent as approved by the Independent Engineer.

- (g) The piano type accessories such as switches, sockets, ceiling roses etc., should be of BIS marked only.
- (h) The fans should be of approved makes as per list attached.
- (i) The fluorescent fitting, mirror optics fittings and street light fittings etc. should be of approved makes as per list attached.
- (j) The switch gear should be got approved from the Independent Engineer of work before installation at site.
- (k) The junction box from where wires lead to BDB shall be at least 100mm deep & 150 mm high and long enough to accommodate the conduit pipe in a straight line.
- (l) The light plug shall be tapped from nearby power by means of 1.5 sq mm (1/1.80 mm) cable through 20mm diameter conduit pipe and max. 1 no. light plugs can be tapped from the power plug, where there is no power plug separate circuit with 2.5 sq.m. cable shall be drawn for feeding the supply to the light plugs.
- (m) The Bakelite sheets to be provided should be of 3 mm thickness of makes HYLAM, FORMICA or any other make approved by the Independent Engineer.
- (n) Only BIS mark Batten Holders and Bakelite accessories shall be used or as approved by the Independent Engineer.
- (o) The work shall be carried out in strict accordance with the CPWD Specifications for electrical works in Government Buildings in the State and to the satisfaction of the Independent Engineer.
- (p) The C.I./M.S. fan box for suspension hook should be of size 4.5" diameter, 4" deep and of 16 gauge with 0.5" diameter (Plain steel for suspension hook. The rod should be projected 6" on each side of the box or the design of the fan box shall be as approved by the Independent Engineer.
- (q) The breaking up and making good of wall ceiling and floors shall be done by the Concessionaire at his own cost and to the entire satisfaction of the Independent Engineer of the work. No extra payment will be made for the same.
- (r) Looping in system, of wiring shall be adopted for all sub circuit wiring.
- (s) The size of Branch Distribution Board (BDB) shall be designed on the basis of 8 points (light, fan,) and light plug connected tone way of BDB and in case of 10/Amp. power plug points, two power plugs are to be connected to one way of 32 Amp. BDB's or one point per way 16 Amp. BDB's. This practice should strictly be followed for connecting points to way of the BDB's.
- (t) The G.I. Pipe for earthing purpose, for protection of earth wires should be class A water quality.
- (u) Before energizing the system the following tests shall be given by the Concessionaire so as to find out the installation to the relevant rules/regulations:-
  - (i) Earth resistance test
  - (ii) Earth continuity test of conduit pipe or other iron clad system etc.
  - (iii) Insulation test
  - (iv) Polarity test

- (v) The control switch should not be installed at height less than 120 cm from floor level or as directed by the Independent Engineer or as per site requirement.
- (w) The bodies of branch distribution fuse board should be machine made with 1.60 mm thick solid steel sheet.
- (x) Grip fuse units of sheet metal/iron clad, switch & branch distribution fuse boards should be of N.C. type so as to have the facility of interchange ability.
- (y) Brass screws to fix brown Bakelite/white glazed or translucent back side Painted sheet cover 3 mm thick. This should be fixed by means of flat headed brass machines screws with brass ring washers underneath.
- (z) All conduit used in work shall be adequately bushed with P.V.C. bushes to prevent abrasion of insulation of conductor and shall also be bonded earth.
- (aa) The connection of earth wire with sheet metal/iron clad switch and branch distribution fuse boards or other metallic cases shall be according to the Indian Electricity Rules and made by means of suitable cable socket soldered at the end of earth wire.
- (bb) Welded conduit pipe (Screw type) made from 1.60mm thick sheet coated with two coats of approved paint shall be used. The conduit pipe shall be joined by means of screwed sockets so that it shall be electrically continuous throughout. The threads shall be free from grease oil etc. and no material of nature should be allowed to come in contact with the conduit. Sharp edges or bare should not be allowed to remain due to which insulation of conduit pipe is likely to be damaged.
- (cc) For the complete work of Electrical Installation, the Concessionaire shall provide circuit key diagram before the finalizing of bill for display at the important places in the MLCP as per the instructions of the Independent Engineer.
- (dd) The electrical installation work shall be carried out in accordance with Indian Standard Code of practice for Electrical wiring installation IS: 732-1989 and IS: 2274-1963. It shall also be in conformity with the current Indian Electricity Rules & Regulations and Requirements of the local electricity supply authority and fire insurance regulation. Electrical work in general shall be carried out as per CPWD Specifications with upto date amendment.

15.1.2. **Scope of Work**

The scope of work shall cover internal and external electrical works for proposed MLCP. The items/activities covered under internal electrical works shall include the following:-

- a) Main Distribution Boards, Sub Distribution Boards. Switch fuse unit/MCB isolators etc. complete in all respect.
- b) Cables from Main Distribution Board to Sub Distribution Boards. Submain Wiring from Main/Sub Distribution Boards to various final Distribution Boards.
- c) Point wiring of all lights points. Ceiling fan points, exhaust fan points, light Plug points, general power points, metal clad plug & socket outlet points

- etc., including supply and fixing of light and power accessories etc. complete in all respects.
- d) Light fixtures, ceiling fans, exhaust fans.
  - e) Provision for telephone system consisting of conduit and cabling from telephone distribution board upto each outlet including main & sub tag blocks, telephone outlets incoming GI/SW pipe etc. complete in all respect.
  - f) SW/GI pipes for cables, manholes, cable tray and other items required to complete with electrical installation work in all respects.
  - g) Earthing of electrical installation complete in all respects.
  - h) Scope of work shall include supply installation, testing and commissioning of complete electrical installation as described above.
  - i) Providing standby Power by installation of D.G. set of suitable capacity.
  - j) Sub-station work covering 11 KV Board, 11KV Cable, Transformer, LT Cable and main LT panel and Emergency panel etc.
  - k) External cabling from Substation to various blocks.
  - l) Obtain NOC from Electrical Inspector for the Electrical Substation

#### 15.1.3. Standard and Regulations

All equipment, switchgear, cables and other items of work shall conform to Indian Standard specifications

The installation shall conform in all respects to Indian Standards Code of Practice for Electrical Wiring Installation IS: 732-1989. It shall also be in conformity with the current Indian Electricity Rules and the Regulations and Requirements of the Local Electric Supply Authority, Local laws/by laws in so far as these become applicable to the installation. Wherever these specifications call for a higher standard of materials and/or workmanship than those required by any of the above regulations, these specifications shall take precedence over the said regulations and standard. In general, the materials, equipment and workmanship shall conform to the following Indian Standards with up to date amendments/revisions if any unless otherwise called for.

**Table 13: List of Approved Makes**

Description	Specification	Makes
a) Specification for DG Set 415V 3 Phase 4 wire, 50Hz	IS 4722-1992 BS 5514	Mahindra, Kirloskar, Cumminus, Ashok Layland or equivalent
b) 11 KV Vacuum Circuit Breaker	IS 3427-1991 IS 12729-1988	L & T, Siemens, Hager, ABB or equivalent
c) Transformer 111 KV/0.433 KV	IS 2026-1977	Voltamp, BHEL, Kirloskar, Crompton Greeves or equivalent
d) XLPE cable 11 KV	IS 7098 Part I & II 1988/1985	Polycab, Havels, Skytone, Paramount, CCI, Finolex or equivalent
e) PVC insulated (heavy duty) electric cable Part I for voltage upto 1100 volt	IS 1554-1988	Polycab, Havels, Paramount, CCI, Finolex or equivalent

<b>Description</b>	<b>Specification</b>	<b>Makes</b>
f) Making arrangement for Switch gear Bus bars, main connection & auxiliary wiring	IS 375-1963	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
g) Specifications for normal duty air break switches & composite units for air break switches & fuses for voltage not exceeding 1000 volts	IS 13947-1993 (Part I to V)	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
h) Specification for low voltage switchgear & control gear assemblies.	IS 8623-1993 (Part I to III)	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
i) Specifications for enclosed distribution	IS 2675-1983	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
j) Installation & maintenance of Switchgear	IS 10118-1982 (Part I to IV)	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
k) HRC Fuses	IS 9224-1979	Havels, Indo Asian, L & T, Siemens, Hager, C & S or equivalent
l) Specification for Rigid Steel conduits for electrical wiring	IS 9537-1981 (Part – II)	Nihir, Precision, Vraj, BEC, AKG or equivalent
m) Specifications for accessories for rigid steel conduits for	IS 3837-1976	Nihir, Precision, Vraj, BEC, AKG
<b>Electrical wiring</b>		
n) 3 pin plugs & socket outlets	IS 1293-1988	Anchor, Hager, Cab tree, C & S, Havells, HPL Sudhir, Diamond, L&T Panels, Capitor Panels or equivalent
o) General & Safety requirements for electric light fittings.	IS 1913-1978	---
p) Electric ceiling fans & regulators	IS 374-1979	Havells, Crompton, Orient, Bajaj or equivalent
q) Code of practice for earthing	IS 3043-1987	Electrode Earth or equivalent
r) Current transformers	IS 2705 – 1992 (Part – I)	AE, Kappa, L&T or equivalent
s) Shunt capacitors for power system	IS 2834 – 2986	GE, ABB, or equivalent
t) Exhaust Chimney	IS 6533 – 1989 (Part– II)	Usha, Havells, Crompton, Bajaj, Almonard or equivalent
u) HSD Storage Tanks	IS 803/864	As per brand approved

Inspection and approval of the work by local authority on completion of this work. The Concessionaire shall obtain and deliver to the Independent Engineer all the certificates of inspection and approval by the electrical inspectorate as required.

## 15.2. Panel, Main Distribution Boards / Sub distribution Boards

### 15.2.1. General

The scope covers supply, installation, testing and commissioning of power panels, incorporating circuit breakers, fuse units, bus bars, interconnections, earthing etc., meeting the requirements shown in equipment Chapter and the drawings. The Panel should be fabricated by CPRI approved panel builder only & should strictly follow all standards & code.

Main Distribution Board/ Sub Distribution Boards shall be metal clad totally enclosed, rigid, floor mounting, air insulated, cubicle type for use on 415 volts, 3 phase, 50 cycle system. System shall be suitable for a fault withstand capacity of 50 KA RMS, symmetrical equipment shall be designed for operation in high ambient temperature and high humidity tropical atmospheric conditions.

### 15.2.2. Standards

- a) The equipment shall be designed to conform to the requirement of:
  - (i) IS-8623 – Factory Built Assemblies of switchgear and control gear
  - (ii) IS-4237 – General requirements for switchgear and control gear for Voltages and exceeding 1000 volts.
  - (iii) IS-2147 – Degree of Protection provided by enclosures for low voltage switchgear and control gear.
  - (iv) IS-375 – Marking and arrangement of bus bars
- b) Individual equipment housed in the Main & Sub Distribution Board shall Conform to the following IS specifications with upto date amendments if any
  - (i) Moulded Case Circuit Breakers IS 2516 (Part I & II/ Sec I) – 1977
  - (ii) Fuse Switch & Switch Fuse Units IS 4064 – 1978
  - (iii) H.R.C. Fuse links IS 2208-1962 or IS 9224-1979
  - (iv) Current Transformers IS 2705
  - (v) Voltage Transformer IS 3156 (f) Relays IS 32.31
  - (vi) Indicating Instruments IS 1248
  - (vii) Integrating Instruments IS 722
  - (viii) Control Switches & Push Buttons IS 6875
  - (ix) Auxiliary Concessionaires IS 2959
- c) Distribution Boards

It includes Supply, Installation, Testing and Commissioning of Distribution Boards standard company fabricated or to be fabricated by fabricator & should be double door type.

Distribution Board shall be double door type with extended loose wire box at the top & suitable for flush installation. All distribution boards shall be of three phase (415 Volts) type with incoming isolator or MCB &/or ELCB as in Chapter of quantities. Distribution boards shall contain plug in or bolted type miniature circuit breaker mounted on bus bars. Miniature circuit breakers shall be quick made & quick break type with trip free mechanism. MCB shall have thermal & magnetic short circuit protection. MCB shall conform to IS 8828-1978. Distribution boards shall comprise of 200A rating copper bus bar, earth terminal, MCB, DP, RCCB and neutral link mounted in three-tier phase wise. All distribution boxed shall be made by approved/licenses MCB/DP manufacturer. The bus bar shall be such that circuit could be isolated easily. Neutral bus bars shall be provided with the same number of terminals, as there are single ways on the board, in addition to the terminals for incoming

mains. An earth bar of similar size at the neutral bar shall also be provided. Phase barrier shall be fitted and all live parts shall be screened from the front. Ample clearance shall be provided between all live metal and the earth case & adequate space for all incoming & outgoing cables. All distribution boards enclosures shall have an etched zinc base stove painted followed by synthetic stove enamel, colour light gray. A circuit identification card in clear plastic cover shall be provided for each distribution board and made from 16-gauge sheet.

Earth leakage circuit breaker/residual current circuit breakers-Earth leakage circuit breaker shall be current operated type and of 100 ma. sensitivity unless otherwise stated. For single-phase distribution, ELCB shall be housed within the DB box. For three-phase distribution board, the ELCB shall be housed in the same box.

d) Metallic Conduit-Wiring System

(i) Type and Size of Conduit

All conduit pipes shall be of approved gauge (not less than 16 SWG for conduits of sizes upto 32 mm diameter) solid drawn or reamed by welding finished with stove enameled surface). All conduit accessories shall be of threaded type and under no circumstances pin grip type accessories shall be used. The maximum number of PVC insulated 650/1100 volts grade copper conductor cable that can be drawn in conduit of various sizes shall be as per IS: code. No conduit less than 20 mm in diameter shall be used.

(ii) Conduit Joints

Conduit pipes shall be joined by means of threaded couplers, and threaded accessories only. In long distance straight run of conduits inspection type couplers at reasonable intervals shall be provided or running threads with couplers and jamnuts shall be provided. In the later case the bare threaded portion shall be treated with anti-corrosive preservative. Threads on conduit pipes in all cases shall be between 13mm to 19mm long sufficient to accommodate pipes to full threaded portion of couplers or accessories.

Cut end of conduit pipe shall have no sharp edges or any burrs left to avoid damage to the insulation of conductor while pulling them through such pipes.

(iii) Protection Against Condensation

The layout of conduit should be such that any condensation or sweating inside the conduit is drained out. Suitable precaution should also be taken to prevent entry of insects inside the conduit.

(iv) Protection of Conduit Against Rust

The outer surface of conduit including all bends, unions, tees, junction boxes etc. forming part of conduit system shall be adequately protected against rust when such system is exposed to weather by being painted with two coats of oxide paint applied before they are fixed. In all cases, no bar threaded portion of conduit pipe shall be allowed. Unless such bare thread portion of conduit is treated with anti-corrosive preservation or covered with approved plastic compound.

(v) Painting of Conduit and Accessories

After installation, all accessible surface of conduit pipes, fittings, switch and regulator boxes etc. shall be painted with two coats of approved enameled paint or aluminum paint as required to match the finish of surrounding wall, trusses etc. (vi) Fixing of Conduits

Recessed/ concealed conduit

The case in the wall shall be neatly made and of ample dimensions to permit the conduit to be fixed in the manner desired. In the case of building under construction, conduit shall be buried in the wall before plastering and shall be finished neatly after creation of conduit. In case of exposed brick/rubble masonry work, special care shall be taken to fix the conduit and accessories in the position along with the building work. Entire work of chasing the wall, fixing the conduit in chases, and burying the conduit in mortar before the plastering shall form part of point wiring work. The condition pipe shall be fixed by means of staples or by means of saddles not more than 60cm apart or by any other approved means of fixing.

Fixing of standard bends and elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself will treated with some approved preservation compound to secure protection against rust. Suitable inspection boxes to the barest minimum requirement shall be provided to permit periodical inspection and to facilitate replacement of wires, if necessary. These shall be mounted flush with the wall. Suitable ventilating holes shall be provided in the inspection box covers. Wherever the length of conduit run is more than 10 meters, then circular junction box shall be provided.

(vii) Outlet Boxes & Covers

The switch box shall be made of metal on all sides except on the front. Boxes shall be hot tip galvanized mild steel. Upto 20 x 30 cm size M.S. box shall have wall thickness of 16 SWG. The metallic boxes shall be painted with anti-corrosive paint before erection. Clear depth of the box shall not be less than 60 mm. All fitting shall be fitted in the flush pattern. Phenolic laminated sheet of approved shade shall be used for switch box covers. These shall be of 3 mm thick synthetic phenolic resin bonded laminated sheet as base material and conform to grade P-1 of IS 2036-1994.

(viii) Erection and Earthing of Conduits

The conduit of each circuit or section shall be completed before conductors are drawn in. The entire system of conduit after erection shall be tested for mechanical and electrical continuity throughout and permanently connected to earth conforming to the requirement by means of special approved type of earthing clamp effectively fastened to conduit pipe in a workmen like manner for a perfect continuity between the earth and conduit. Gas, water pipe shall not be used as earth medium.

(ix) Switches

All 5 and 15 Amp switches shall be of piano type of 240 volts A.C. grade to be installed. All switches shall be fixed on 3 mm thick laminated sheet cover. All 5 Amp socket shall be 3 pin type. All 15

- Amp socket shall be 6 pin type suitable for 15/5 Amp. All switches & sockets outlets controlling the lights or fans shall be connected to the phase wire of the circuit. Switches shall be located at 1200 mm above finished floor level unless otherwise indicated or as directed by the Independent Engineer.
- (x) Flush Cover Plates  
All switches, sockets, telephones and TV outlets etc. shall be fixed on 3 mm thick phenolic-laminated sheet cover unless otherwise specified. Flush cover plate shall be secured to the box with counter sunk brass screws & cup washers.
- (xi) Wall Socket Plate  
All 5 and 15 Amp socket outlet shall be 3 and 6 pin respectively. Each outlet shall have a switch located beside the socket preferable on the same flush cover plate or as per site requirement. The earth terminal of the socket shall be connected to the earth wire.
- (xii) Wiring  
All internal wiring shall be carried out with PVC insulated wires of 650/1100 volts grade. The circuit wiring for points shall be carried out in looping in system and no joint shall be allowed in the length of the conductors. Circuit wiring shall be laid separate conduit originating from distribution board to switch board for light/fan. A light/fan switchboard may have more than one on circuit but shall have to be of same phase. Looping circuit wiring shall be drawn in the same conduit as for point wiring. Each circuit shall have a separate neutral wire. Neutral looping shall be carried out from point to point or in light/ fan switchboards. A separate earth wire shall be used. Red colour wire shall be used for phase and black colour wire for neutral. Circuit wiring shall be carried out with red, yellow or blue colour PVC insulated wire for RYB phase wire respectively and black colour PVC insulated wire for the neutral wires. Bare copper wire shall be used as earth continuity conductor and shall be drawn along with other wires. No wire shall be drawn into any conduit until all work of any nature, that may cause injury to wire is completed. Care shall be taken in pulling the wires so that no damage occurs to the insulation of the wire. Before the wires are drawn into the conduit, the conduit shall be thoroughly cleaned of moisture, dust and dirt. Drawing & jointing of copper conductor wires & cables shall be as per CPWD Specifications.
- (xiii) Joints  
All joints shall be made at main switches, distribution board socket and switch boxes only. No joints shall be made in conduits & junction boxes. Conductors shall be continuous from outlet to outlet.
- (xiv) Main and Sub mains  
Main and sub main cable where called for shall be of the rated capacity and approved make. Every main and sub main shall be drawn into an independent adequate size conduit. Adequate size draw boxes shall be provided at convenient locations to facilitate easy drawings of the sub main & main cables. Cost of junction box/ drawn

box is deemed to be included in the rates of sub main wiring. As independent earth wire of proper rating shall be provided for every sub main. Single-phase sub main shall be provided with two earth wire where mains and sub mains cables are connected to the switchgear. Sufficient extra lengths of sub main and mains cable shall be provided to facilitate easy connections and maintenance for termination of cables crimping type cable socket/plugs shall be provided. Some colour code as for circuit wiring shall be followed.

- (xv) Load Balancing  
Balancing of circuits in three-phase installation shall be planned before the commencement of wiring and shall be strictly adhered to.
- (xvi) Classification of points  
Classification and measurement of point wiring shall be as per Sikkim PWD or CPWD Specifications for Electrical Works – 2013.
- (xvii) Conductor size  
Wiring shall be carried out with following sizes of PVC insulated single core copper conductor wire/ cable.
- (a) Light point 1.5 Sq. mm
  - (b) Ceiling/Cabin/Exhaust Fan Point 1.5 Sq. mm
  - (c) Call Bell Point 1.5 Sq. mm (d) Plug Point (5A. outlet) 1.5 Sq. mm (e) Circuit Wiring 1.5 Sq. mm (f) General Power Point 4.0 Sq. mm
  - (g) Power Point for A.C. Unit 6.0 Sq. mm  
Power Point for Geyser, Drinking Water Coolers &
  - (h) 4.0 Sq. mm hand dryers
- (xviii) Telephone wire/ cables  
Separate conduits shall be provided for internal telephone wiring of telephone wiring of telephone system commencing from tag block. Each telephone outlet shall be wired with 2 pair telephone cable from the tag block. All telephone wires shall be of .61 mm diameter annealed tinned high conductivity copper conductor PVC insulated & PVC sheathed gray conforming to ITD specifications SWS 113 B & C. Multipair PVC insulated cables and laid in conduit shall be provided for connecting various tag blocks. Telephone cables used for external connections shall be armoured. This cable shall be laid directly in ground or in pipe etc. as call for elsewhere.  
Following number of 2 pair wire/ cables shall be drawn in various sizes of conduits as listed below:
- 20 mm conduit - upto 3 cables
  - 25 mm conduit - more than 3 and upto 6 cables.
- (xix) Maximum number of wires that can be taken in any conduit shall be as per the Table given below:

**Table 14: Maximum Permissible Number of Wires in a Conduit**

Nominal Cross Sectional area of conductor in sq. mm	20 mm		25 mm		32 mm		38 mm		51 mm		64 mm	
	S	B	S	B	S	B	S	B	S	B	S	B
1	2	3	4	5	6	7	8	9	10	11	12	13
1.5	5	4	10	8	18	12	-	-	-	-	-	-
2.5	5	3	8	6	12	10	-	-	-	-	-	-
4	3	2	6	5	10	8	-	-	-	-	-	-
6	2	-	5	4	8	7	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	2	3	3	6	5	10	7	12	8
25	-	-	-	-	3	2	5	3	8	6	9	7
35	-	-	-	-	-	-	3	2	6	5	8	6
50	-	-	-	-	-	-	-	-	5	3	6	5
70	-	-	-	-	-	-	-	-	4	3	5	4

Note:

- (a) The above table shows the maximum capacity of conduits for a simultaneous drawing in of cables.
- (b) The columns headed ||S|| apply to runs of conduits which have distance not exceeding 4.25 m between draw in boxes and which do not defect from the straight by an angle of more than 15 degrees. The columns headed —B|| apply to runs of conduit, which defect from the straight by an angle of more than 15 degree.
- (c) Conduit sizes are the nominal external diameter.

## 16. Lighting Fixture and Fans, Air Cooling & AC

### 16.1. General

- The Concessionaire shall apply and install lighting fixtures including but not limited to lamps, ballasts, accessories fixing hardware necessary for installations, as required, and as herein specified.
- All fixtures shall be delivered to the building complete with suspension accessories, canopies, casing, sockets, holders, reflectors, ballasts, diffusing material, louvers, plaster frames, recessing boxes, etc. all wired and assembled as indicated.
- Fixtures, housing, frame or canopy, shall provide a suitable cover for fixture outlet box or fixture opening.
- Fixtures shall comply with all applicable requirements as herein outlined unless otherwise specified.
- Manufacturer's name and catalogue number of lighting fixtures are given for general reference only. It shall be understood that the actual fixtures supplied shall meet all the requirements of the specification, and if necessary, the standard fixture indicated for reference, shall be modified accordingly.

- Fixtures shall bear manufacturer's name and the factory inspection label.
- Fixtures shall be completely wired can constructed to comply with the IEE wiring regulations requirements for lighting fixtures, unless otherwise specified.
- Re-clamping the fixture shall be possible without having to remove the fixture from its place.
- Lamps of the proper type, wattage and voltage rating shall be furnished and installed in each fixture.

#### 16.2. Construction

- Fixture shall be constructed of 0.5mm thick steel minimum. If other metals are used they shall be of the required thickness to have at least the same mechanical strength. Cast portions of fixtures shall be not less than 1.5 mm thick.
- Metal parts of the fixture, shall be completely free from burrs & tool marks.
- Solder shall not be used as a mechanical fastening device on any part of the fixture joints shall be welded and ground smooth.
- Fixtures with visible frames shall have concealed hinges and catches.
- Recessed fixtures shall be constructed so as to fit into ceiling without distorting either the fixture or the ceiling. Plaster rings shall be provided for plaster ceilings. The Concessionaire shall coordinate the dimensions with the false ceiling tile dimensions.
- Outdoor fixtures (under canopy or directly exposed to the weather) shall be constructed of an appropriate weather resistant material including gasketing- preventing entrance of water into wiring, and shall be marked by the manufacturer — Suitable for outdoor use. ll
- Fixture with hinged diffuser doors shall be provided with spring clips or other retaining devices to prevent the diffuser from moving.
- All plastic diffusers shall be of acrylic, unless otherwise noted.
- Incandescent fixtures shall be equipped with porcelain medium base with nickel- plated shells.
- Pendant fixtures and lamp holders shall be provided with ball type aligners.
- Fluorescent fixtures shall be provided with white lamp holders.
- Industrial type fluorescent fixtures shall have turret type lamp holders

#### 16.3. Finish

- All hardware shall be bonderised, cadmium plated, given a corrosionresistant phosphate treatment or other approved rust inhibiting prime coat, to provide a rust proof base before application of finish. Finish shall be baked enamel.
- Non-reflecting surfaces such as fixture frames and trims shall be finished with baked enamel paint, unless otherwise specified. The colour of the paint shall be as directed later by the Independent Engineer.
- Light reflecting surfaces shall be finished with baked white enamel paint having a reflection factor of not less than 85%.
- All parts of the reflector shall be completely covered by the finished and free from irregularities.
- Unpainted surfaces shall finished with a clear lacquer except for anodized or —Azacll surfaces.

- After finish has been applied and cured, it shall be capable of withstanding a 1 cm radius bend without showing signs of cracking, peeling or loosening from the base metal.
- Finish shall be capable of withstanding 72 hours exposure to an ultra – violet.
- RS sun lamp placed 10 cm from the surface without discoloration, hardening, or warping and shall retain the same reflection characteristics after exposure.

#### 16.4. **Wiring**

- Fluorescent fixtures shall be wired with not lesser than 1.5 sq mm asbestos-covered wire. No splice or tap shall be located within an arm, stem or chain. Wire shall be continuous from splice in outlet box of the building wiring system to lamp socket or to ballast terminals.
- Wiring within incandescent fixtures and for connection to the branch circuit wiring up to the outlet box of lighting point shall not be less than 1.5 sq mm silicone rubber insulated wire. (150 degree centigrade temperature)

#### 16.5. **Installation**

- Fixtures shall be installed at mounting heights as instructed on site by the Engineer. Pendent fixtures within the same room or area shall be installed plump and at a uniform height from the finished floor. Adjustment of height shall be made during installation. Flush mounted recessed fixtures, shall be installed so as to completely eliminate leakage of light within the fixture and between the fixture and adjacent finish.
- Fixture mounted outlet boxes shall be rigidly secured to a fixture stud in the outlet box. Hickeys or extension pieces shall be installed where required to facilitate proper installation. Fixture located on the exterior of the building shall be installed with non-ferrous metal screws finished to match the fixtures.

#### 16.6. **Lamps-General**

- Lamp shall be supplied and installed in all lighting fixtures listed in the Schedules of lighting fixtures on the drawings.
- Lamps used for temporary lighting service shall not be used in the final lamping of fixture units.
- Lamps shall be of wattage and type as shown in this Schedule.
- Lamps for permanent installation shall not be placed in the fixtures, until so directed by the Independent Engineer and this shall be accomplished directly before the building areas are ready for occupancy.
- LED lights & fittings shall be used.

#### 16.7. **Fixture Samples**

Detailed catalogue for all fixtures or as required by the Independent Engineer, sample fixtures shall be submitted for prior approval of the Independent Engineer before orders for the fixtures are placed.

#### 16.8. **Testing**

After all lighting fixtures are installed and are connected their respective switches, test all fixtures to ensure operation on their correct switch in the presence of the Engineer. All un-operating fixtures or ones connected to the wrong or inconvenient located switch shall be correctly connected as directed by the Independent Engineer.

### 16.9. Ceiling Fans

All ceiling fans shall be provided with suspension arrangement in the concrete/slab/roof member. Fan box with MS hook to be provided under by electrical Concessionaire covered under subhead point wiring item no. 1 ceiling fan shall be double ball bearing type, copper wound motor complete with canopy, down rod, blades etc. and shall conform to relevant IS standards. Ceiling fan shall be white in colour. Ceiling fan shall be provided with standard regulator. Regulator shall be suitable for 240 volts A.C. supply 50 Hz and shall be of continuous duty type.

### 16.10. Exhaust Fans

Exhaust fans shall be heavy-duty type with double ball bearing & conforming to IS 2312-1967. Exhaust fan shall be complete with copper wound motor, capacitor, louvers/shutter frame & mounting bracket. Exhaust fan shall be suitable for operation on 240 volts single phase A.C. supply.

### 3. Wiring

- (a) All the wiring outside the panel interconnection between AMF and DG set shall be drawn into 14 gauge MS conduits or enclosed trunking.
- (b) The minimum size of wire outside the AMF panel shall be as per the requirement of electric load and adequate size.
- (c) The size of control cable inside the panel shall be 2.5 sq. mm copper control cable.
- (d) All the wires and cables shall be suitable for 650/1100 volts.
- (e) All the wiring shall be carried out as per IS: 700 / IS 732

### 16.11. Earthing

#### 16.11.1. General

All the non-current metal parts of electrical installation shall be earthed properly. All metal conduits trunking, switchgear, distribution boards, switch boxes, outlet boxes and all other parts made of metal shall be bounded together and connected by means of specified earthing conductors to an efficient earthing system.

Earthing work shall be conforming to Sikkim PWD or CPWD Specifications for Earthing work and IS 3043.

#### 16.11.2. Earthing Conductor

Earth continuity conductor along with sub main wiring from Main/ Sub Distribution boards to various distribution boards shall be of copper. Earth continuity conductor connecting Main & Sub Distribution boards to earth electrode shall be with galvanized MS strip.

#### 16.11.3. Plate Earth Electrode

Earthing shall be provided with either GI Plate electrode or copper plate electrode of following minimum dimensions:

GI Plate Electrode 600m x 600mm x 6mm thick

Copper Plate Electrode 600m x 600mm x 3 mm thick

The electrode shall be made cylindrical buried in ground with its faces vertical and not less than 3 meters below ground level 20 mm diameter medium class GI Pipe shall be provided and attached to the electrode. A funnel with mesh shall be provided on the top of this pipe for watering and earth electrode. Earth electrode the watering funnel attachment shall be housed in masonry enclosure of not less than 300x300x300 mm deep. A cast iron or MS frames with cover having locking arrangement shall be provided at top 3 meters from

the building. Care shall be taken that the excavation for earth electrode may not affect the column footing or foundation of the building. In such cases electrode may be further away from the building.

If the earth resistance is too high and multiple electrode earthing does not give adequate low resistance to earth, then the soil resistivity immediately surrounding the electrode shall be reduced by addition of sodium chloride calcium chloride, sodium carbonates copper sulphate, salt and soft coke or charcoal in suitable proportions.

16.11.4. **4. Resistance to Earth**

The resistance of earthing system shall not exceed 2 ohm.

16.12. **Commissioning Check List of Electrical Works**

16.12.1. **Scope**

Before commissioning of the electrical installations the Concessionaire shall check all the items mentioned and arrange for testing of all the equipments in the presence of the Independent Engineer.

a) Functional Checking

- (i) Check all closing, tripping, supervision & interlock of control devices. (b) Check operation of all alarm circuits.
- (ii) All 415 and 230 V power cables to be meggered.

b) Earthing

- (i) Measure resistance of each earth well/rod by isolating the same from station grid as well as from other earth well/ rods and when resistance of two earths at a time measure by D.C. drops method.
- (ii) Check continuity of grid conductors and wires.
- (iii) Soil resistivity tests.
- (iv) In addition to the above any other specified by manufactures shall be carried out as per manufacturer's instructions.
- (v) Measurement voltage across bearing pedestal insulation & between rotor shaft & bearing.
- (vi) Test the fire detection system if provided.
- (vii) Check operation of protection relays by putting short circuit bat at different location.
- (viii) Check open circuit and short circuit characteristics of generators.
- (ix) Check load characteristics of exciters.

c) Metals

- (i) Check nameplate details according to specification.
- (ii) Physical check for any damage.
- (iii) Check calibration by comparing it with a substandard meter.
- (iv) Megger all insulated portions.
- (v) Check C.T. and V.T. connections with particular reference to their polarities for power type meter.

d) Relays

- (i) Check nameplate details according to specifications.
- (ii) Check for any physical damage.
- (iii) Check internal wiring.
- (iv) Megger all terminals to body; Megger AC to DC Terminals.
- (v) Check operating characteristics by secondary injections (vi) Check minimum pick up voltage of D.C. coils.

- (vii) Check operation of electrical / mechanical targets.
- (viii) Relay settings.
- (ix) Check C.T. and V.T. connection with particular reference to their polarities for directional, distance type relays.
- e) Current Transformer - Preliminary checks
  - (i) Check nameplate details according to specification.
  - (ii) Check for physical damage
  - (iii) Check tightness of all bolts, clamps, connecting terminals
  - (iv) Check for oil level and leakages
  - (v) Check connections
  - (vi) Check cleanliness of insulators and bushings
- f) Commissioning Checks
  - (i) Megger between winding & winding terminals to body
  - (ii) Polarity test:
  - (iii) Ratio identification checking of all ratios on all cores by primary injection of current.
  - (iv) Magnetization characteristics, secondary winding resistance
  - (v) Capacitance and tan – deltas test
  - (vi) Dielectric test of oil (wherever applicable)
  - (vii) Spare CT cores, if any to be shorted and earthed.
- g) Control Panels - Preliminary Checks
  - (i) Check name plate details of every associated equipment according to Specifications
  - (ii) Check for physical damage
  - (iii) Check tightness of all nuts, clamps, connecting terminals.
  - (iv) Check cleanliness
  - (v) Check earthing
- h) Commissioning Checks
  - (i) Switch developments
  - (ii) Each wire shall traced by continuity tests & it should be made sure that the wiring is as per relevant drawings. All interconnections between panel/ equipment shall be similarly checked.
  - (iii) All the wires should be meggered to earth
  - (iv) Checks on relays
  - (v) Checks on motors
  - (vi) Settings of relays, other alarm, tripping devices interlocks as per schemes
  - (vii) Phase angle checks measurements of magnitude and phase angle of current transformer secondary currents and potentials transformer secondary voltages.
  - (viii) Functional checking of all control circuit e.g. closing tripping. Control, interlock, supervision and alarm circuit including proper functioning of the component equipments.
- i) Diesel Generating Set (i) Factory Tests
  - (ii) Factor test shall incorporate the following:
  - (iii) Routine tests
  - (iv) High voltage tests
  - (v) Short circuit tests

- (vi) Instantaneous short circuit. Withstanding test
- (vii) Insulation resistance test.

The Concessionaire shall furnish type tests certificate for Independent Engineer. These tests shall be conducted as per the requirement of BIS: 2613 or IS : 4722 and the original test certificate shall be furnished.

j) Site Tests

After erection is completed following test shall be conducted.

- (i) Insulation resistance of the generator.
- (ii) Speed no load voltage and full load voltage regulation
- (iii) Frequency on no load half load and full load
- (iv) Full load test for 6 hrs at rated voltage, speed & frequency

The readings shall be observed with calibrated meter. Only meter shall be used for the test. The reading shall be properly tabulated submitted in triplicate to the Independent Engineer.

k) Testing Of Control

All the safety control and protection devices of the DG set shall be tested for correct calibration and operation. The result of the test shall be tabulated and submitted in triplicate to the Independent Engineer.

l) Trials - Preliminary Trials

After completion of erection of DG set and before carrying out main trials. Preliminary trials shall be conducted in the presence of the Independent Engineer; such trials include the checking and adjustment of all instruments relays timers' interlocks and meters. Crankshaft alignment shall be checked when the engine is cold insulation of stator, rotor & exciter windings reading recorded.

m) Main Trials

Main trial shall be of 12 hrs continuous run at full load and including one hour at 110% of full load.

n) AMF Panel and Engine Trial

AMF Panel and engine control panel shall be tested for automatic operation by injecting proper current one voltage by a separate source. The satisfactory working of automatic operation shall be tested & necessary adjustment shall be done for relays in the presence of the Independent Engineer and the result shall be recorded in the test sheet at 30 minutes interval. Alternator efficiency as determined in works test shall be used as the basis of calculation for fuel consumption rate. Test providing the satisfactory performance of all safety and operating controls shall be carried out. Starting time of sets shall be tested at least five times and the sufficient time interval to allow for cold start. A set of tools and tackles has to be supplied along with each set and shall be included in the cost of DG set.

o) Transformer - Preliminary Checks

- (i) Compare name plate details with the specifications
- (ii) Check for any physical damage, in particular of bushings
- (iii) Check tightness of all bolts, clamps, connecting terminals
- (iv) Check cleanliness of bushings
- (v) Check for oil leakage and oil level

- (vi) Breather condition, check whether breathing line is free, silica gel is reactivated oil is available at the bottom.
  - (vii) Check for clearances, particularly in case of bus ducts
  - (viii) Water tightness of terminal boxes and bus ducts.
  - (ix) Ensure that all cooler and cooler header valves are opened
  - (x) Releasing of air from bushings (Very important) Buchholz relay.
  - (xi) Check the bushing horn gaps
  - (xii) Check that the transformer is correctly installed with reference to its phasing
- p) Commissioning Tests
- (i) Test the transformer oil for dielectric strength, tan-delta, and activity resistivity and dissolved gases.
  - (ii) Test bushing oil for dielectric strength.
  - (iii) Insulation test of winding (including tertiary winding if available).
  - (iv) Capacitance and tan-delta test of condenser type bushings, before assembly.
- q) Test the Transformer for the following
- (i) Voltage/turns ratio at all the taps
  - (ii) Winding resistance at all the taps
  - (iii) Short circuit impedance at full winding
  - (iv) Magnetic balance at full winding
  - (v) Core loss at service tap at low voltage
  - (vi) Capacitance and tan-delta
  - (vii) IR and PI
  - (viii) Vector group test
  - (ix) Phase sequence test
- r) Current Transformer
- (i) Continuity test
  - (ii) Polarity test
  - (iii) Insulation resistance tests
  - (iv) Magnetization characteristics (v) Rough ratio test
  - (vi) Secondary winding resistance
  - (vii) Line connection as per phasing diagram
  - (viii) Winding resistance
  - (ix) Insulation resistance of control wiring
  - (x) Core load test
  - (xi) Buchholz relay operation for alarm and trip
  - (xii) OLTC control indicating and alarm circuits
  - (xiii) Operation test of all protective devices and interlocks
  - (xiv) Calibration of temperature indicator (oil & winding temperature relays)
- s) Cooling System
- (i) Fan motor rating and fan mounting (wherever applicable)
  - (ii) Oil pumping equipment (wherever applicable)
  - (iii) Operation of valves
  - (iv) Operation of flow switches
  - (v) Operation test of cooling equipment

- (vi) Check fan motors for insulation, continuity, vibration and temperature rise and direction of rotation.
- (vii) Check the lighting arrester installation

#### 16.13. Safety Equipment

- a) Danger Notices  
Danger notices shall be affixed permanently in a conspicuous position in Hindi or English and the local language of the district with sign of skull and bones at every overhead lines, transformer, electrical equipment motors, etc.
- b) First aid box  
Standard first aid box with all standard contents shall be supplied.
- c) Fire buckets  
The fire buckets unit shall consist of four galvanized iron baskets which shall be with round bottom and of 13 litres capacity. They shall be filled with dry sand. Arrangement shall be made to hang them on GI Pipe stand comprising of at least 2 vertical and one horizontal members of 500 mm GI Pipe. The stands have books and locking chain arrangement. The buckets and stand shall be painted with epoxy red paint.
- d) Fire extinguisher  
Fire extinguisher of 4.5 kg. capacity shall be of approved make. It shall be filled with Carbon tetrachloride. It shall have horns. Extinguishers shall be fixed on wall/ columns with necessary clamps made out 50 mm x 6 mm MS flat and coated bolts and nuts ground in wall/ columns.
- e) Instruction Chart  
Printed instruction chart shall be in English, Hindi and local dialects, duly framed with front glass, prescribing treatment to be persons having Electric shock, shall be supplied.

#### 16.14. Drawing, Procurement & Inspection of Equipment

Based on the proposal drawings and the equipment/ scheme finally selected, the Concessionaire shall supply layouts, cable line diagrams etc. required for the satisfactory and complete installation of the total electrical power supply and distribution system. Some of the important drawings/ details to be submitted for approval are given below.

- (i) General arrangement drawings of DG equipment, LT switchgear, Panels, transformers ducts, etc.
- (ii) Single line and three line diagrams of DG set and sub-station.
- (iii) Wiring diagram, schematic diagrams and control diagrams for equipments, Switchgear, PCC and the whole system. Chapter and termination details shall also be provided.
- (iv) Building plan, elevation / section and details including the layout of plant, equipment, switchgear, bus ducts and related services like chimneys, cooling systems, fuel handling system etc. with dimensions based on the equipment finally selected.
- (v) Details of all foundations, cable ducts, cable protections pipes and other civic works.
- (vi) Complete Chapter for LT Cables, instrument/ control cables.
- (vii) Layout plan showing the coordinates/ routing for power cables. Control / instrument cables and other cables as required, coordinated with other

services, like water supply line, drainage/ sewerage lines, fire lines, mechanical service pipes line etc. The sectional details, road-crossing details etc. shall also be given at different locations.

- (viii) Technical catalogue for all equipment, switchgear, cables and materials including a complete wire up / details of operation, interlocks and control etc.
- (ix) Operation and maintenance manuals along with list of spare parts for all equipments, switchgear, cables and materials etc.
- (x) A detailed explanatory note giving the details of operational sequence, time period and safety aspects etc. on changeover from P.S.E.B supply source to stand by D.G. power.

a) Procurement & Inspection of Equipment

Approval list of makers and vendors are given. The Independent Engineer reserves the right to amend make of equipments/materials. Materials supplied shall be strictly as mentioned therein. For items not specifically mentioned, prior approval shall be taken before procurement of the same, all equipment/ material/ supplied shall be brand new and shall be procured directly from the manufacturers, dealers or authorized agents. The Independent Engineer shall have access to the manufacturer's premises for stage inspection / final inspection of any item during its design, manufacturing, assembly, and testing. After carrying out the necessary factory tests and routine tests as per IS standards, a copy of the routine test certificates shall be forwarded along with the call for carrying out the inspection at the manufacturers' works.

**16.15. PA system**

Scope: Scope includes supply, Installation, testing & commissioning of PA System complete in all respect as per drawing or directed by site in charge. The System should be clearly audible

**16.16. List of Approved Makes**

1. Moulded Case Circuit Breakers / A.C.B's : GEC Alsthom (English Electirc), L & T Siemens. Switch Fuse Unit : L & T, GEC Alsthom (English Electric) Siemens or equivalent
2. Voltmeter & Ammeter : AE, MECO, Rishline (L & T), Rishab or equivalent
3. Selector Switch : Kaycee, L & T, BCH or equivalent
4. Current Transformer : Kappa, Rishliine (L & T), Jyoti or equivalent
5. Indication Lamp : L & T, BCH, Siemens or equivalent
6. Panels, MBS, SDB's, Main : As per specifications & Sub Distribution Boards approval of the manufacture to be obtained from the Independent Engineer. Charge and manufacturer shall have CPRI, test certificate for panel or from a source with prior approval of the Independent Engineer.
7. Distribution Board with Miniature Circuit Breakers: Morarji Dorman Smith (MDS), Siemens, GEC Alsthom (English Electric), Standard, L & T, Plaza or equivalent.
8. XLPE Insulated PVC sheath Armoured cables of 1.1 KV grade as per IS : 1554 : ICL, Fort gloster, CCI(Cable Corporation of India), NICCO, Paramount or equivalent.
9. FRLS Insulated copper conductor single core standard wires of 650/ 1100 volt grade: National, Finolex, RPG, and FordGloster, Paramount or equivalent.

10. Switches & Sockets : Anchor, SSK, Havells, MK or equivalent.
11. Telephone Wire : National, Plaza, Universal, NICCO, Paramount, finolex or equivalent
12. M.S. Conduit (BIS marked) : BEC, NIC, Steelcraft, AKG or equivalent
13. Fluorescent Light Fixture: Philips, Wipro, Bajaj Incandescent Light fixture. Bajaj, Decon, Philips or equivalent.
14. Ceiling fan & Cabin fan : Crompton, Bajaj, Usha or equivalent
15. Earth Leakage Circuit Breakers/RCCB: MDS, GEC Alstom (English Electric) Datar, L & T/ Hager, Siemens, Plaza or equivalent.
16. Diesel Generator Set; Kirloskar, Ashok Leyland, Greaves cotton, Ruston, Stamford or equivalent.
17. Alternator : Kirloskar, Greaves, Stamford, Jyoti or equivalent
18. 11 KV Switch gear with VCB/Load break switch: SIEMENS, L & T, B.H.E.L., GEC Alstom or equivalent.
19. 11 KV/0.433 KV Transformer: GEC Alstom B.H.E.L., Bharat Bijle, Kirloskar, Volttas or equivalent.
20. 11 KV cable: Cable Corporation of India, Fort Gloster, Industrial Cable Universal Cable, Torrent, Paramount or equivalent.
21. Capacitors: L & T, GEC, C & G, Asian or equivalent
22. H.T. Termination: Xencon (CCI) Raychem, Dension Mahindra & Mahindra or equivalent.
23. Street light fixture: Philips, Bajaj, Wipro, Crompton or equivalent.
24. Amplifier: Boss, Ahuja. Bosch or equivalent.
25. Speaker: Boss, Ahuja, Bosch or equivalent.
26. LT Panels : Advance, Adlec, Tri Square, Diamond Electric, Sudir Gensets or equivalent
27. 11 KV HT Panels: Advance, Adlec, Tri Square or equivalent

Note: The above list is indicative but not exhaustive.

#### 17. **Green Building Specifications**

1. Green Wall: The green wall is partially or completely covered with the greenery that includes a growing medium such as soil or substrate. The green all around the facility will increase the aesthetic of the surrounding and help in maintain the overall temperature as well as the pollution of the facility. More the plant surface on the façade of the facility less will be the heat generated inside the building. The wall shall also be a medium of water reuse. The grey water from the toilets of the SMART PARKING TOWER can be used to water the plants of the green wall thereby reducing the dependency on water.
2. Rain Water Harvesting: The roof area could be a great source to harvest rainwater for daily needs of the facility. Rain water harvesting would be a rational approach towards Environmental sustainability. This rainwater shall be stored in the storage tank below the basement of the facility and ensures the availability of water daily for the facility which could be used for toilets, cleaning and watering the vertical garden.
3. Roof Top Solar: The roof top solar panels setup in a terrace area of 2850 sq.m. Shall make the facility partially energy independent. Design structure shall include dead-load of solar roof top. Separate vendors shall be appointed to install and maintain the services. The energy produced shall be used for functioning of the facility.

4. Tree Plantation: All the trees within the site shall be transplanted either on the same site or another site as provided by authorities. A minimum survival rate of 6% shall be considered beyond which a penalty will be per tree.ight at the junction.
5. Green Building shall be at least GRIHA/IGBC silver certification

18. **STP/ETP installation Specifications**

1. ETP Process shall be of Moving Bed Biofilm Reactor (MBBR).
2. Green Building shall be at least GRIHA/IGBC silver certification
3. STP/ETP shall be in CPHEEO 2013 or latest revision guidelines.
4. Treated Effluent: All parameters shall be in line with discharge of waste water into inland surface water as per part A of schedule-6 E(P) Act 1986 as per the latest amendment
5. Indicative list of components are provided in the table below:
  1. Mixing, Skimming tank and Screen chamber
  2. Eq. Tank and Raw Sewage Transfer Pumps
  3. Oil Trap tank and Oil skimmer slotted pipe
  4. Sludge Sump/ Sludge Withdrawal Pumps
  5. Clarified effluent tank
  6. Filter press with accessories
  7. MBBR Tanks and Screen
  8. MBBR Media in Cu M
  9. Tube Settler in Cu. M or FRP plate settler
  10. Air Blower For MBBR Reactor
  11. Air Blower For Sludge sump
  12. Sand Filter
  13. Oxidising media Filter
  14. PAC/ Polymer Dosing System with Pump
  15. Final effluent tank with Pump
  16. Electrical Control Panel
  17. Online chlorine/ hypochlorite dosing system
  18. Air Diffusers
  19. Water Meter and other instruments
  20. Piping system for effluent and Air
  21. Electrical Cabling and Earthing
  22. Glassware and Signage
6. The above scope of works is not exhaustive but gives only an idea about the type of work involved. Any other items/ works, which have not been specifically mentioned but required for completeness and soundness of the systems shall be automatically covered within the scope of work & no extra claim shall be entertained due to such coverage. It depends on the design and process to

consider the above components or go for alternate units subject to clearance from authorities.

7. The following equipment manufacturers shall be considered.

Pumps & motors	1) Kirloskar, 2) Grundfos 3) Wilo (M&P) 4) KSB 5)Crompton 6) ABB
Blowers	1)Kay 2) Everest 3) Usha
Starter	1)L&T 2)Siemens
Valves	1) Zoloto 2)Astral 3) Hammer 4) Finolex 5)Leader
Pr.Gauge	1) Wika 2)H-guru 3)ATCO
Screw Pump	1)Roto 2)Rotomac
Filter Press	1) NMPatel 2)Sachin 3) U S NMP
Rotameter	1) Aster 2)Q-tec
Water meter	1) Electromagnetic type any make BIS certified.
Dosing Pump	1) E-dose 2) Nuton 3) Asia-LMI
MBBR Media	1)Cooldeck 2)MM aqua 3)G Plast
HDPE/uPVC Pipe(SCH80)	1) Finolex 2) Astral 3) Supreme

Deviation to the above list if required can be done with prior approval of equivalent or Superior specifications

**SCHEDULE G: APPLICABLE PERMITS**

The Authority will provide all the necessary support to the Concessionaire to obtain Applicable Permits required for the Project. An indicative list of Applicable Permits to be obtained and maintained for the project is provided in the table below:

**Prior to COD for Project**

Sr. No.	Applicable Permit	Agency
1	Environment Clearance	Sikkim State Pollution Control Board
2	National Highway Clearance	National Highway Authority of India
3	Building Plan Approval	Gangtok Smart City Development Limited/ Gangtok Municipal Corporation
4	Tree Felling	District Collector

**Prior to COD for Project**

Sr. No.	Applicable Permit	Agency
1	Water & Sewerage Connection	Gangtok Municipal Corporation
2	Shifting of Services and utilities	Government of Sikkim, department concerned
3	Traffic Management	Traffic Police
4	Application for PAN, GST and other tax registrations etc.	Government of Sikkim, department concerned
5	Electricity Connection	DISCOM concerned
6	Clearance for employing labour- Primary employer & migrant labour	Labour Commissioner
7	Storage of sludge/silt	Sikkim State Pollution Control Board
8	Fire safety equipment	Gangtok Smart City Development Limited
9	License for commercial activities	Relevant Competent Authorities
10	Diesel Generator	Sikkim State Pollution Control Board
11	Labour Camps	District Health Officer
12	Shifting of Services and utilities	Government of Sikkim, department concerned
13	Traffic Management	Traffic Police

The list of Applicable Permits required to be obtained as mentioned above is only indicative and not exhaustive.

**SCHEDULE H: USER CHARGES**

The Concessionaire shall be able to charge following User Charges with effect from the COD for MLCP. The User Charges shall be escalated by 20% in every 4<sup>th</sup> Year, i.e. these charges shall remain stable for a period of every 3 years and shall increase by 20% in the 4<sup>th</sup> Year. The prescribed schedule for User Charges for the Year 1 of the Operations Period for MLCP is as follows:

**User Charges - Parking:**

Parking Duration, in Hours	Local Taxis/ Cabs	General Public / Outstation Taxis	Two-wheelers
	User Charges, in INR		
< 1	20	30	10
1 – 2	30	40	15
2 – 4	40	60	20
4 – 6	60	90	30
> 6	80	120	40
Monthly Pass	1,500	2,000	750

**Other User Charges:**

Facility	User Charges/ per use, in Rs
Public Toilet	5.00
Urinals	1.00

**SCHEDULE I: CONCESSIONAIRE'S DPR**

*(To be attached after signing of the Concession Agreement, during Preparatory Period)*

**SCHEDULE J: PROJECT COMPLETION SCHEDULE**

*(To be attached after signing of the Concession Agreement, during Preparatory Period)*

**SCHEDULE K: ENVIRONMENT MANAGEMENT PLAN**

*(To be submitted by the Concessionaire during the Preparatory Period)*

**SCHEDULE L: [DEVELOPMENT PERIOD/ OPERATIONS PERIOD] PERFORMANCE SECURITY**

The Chief Executive Officer,  
Gangtok Smart City Development Limited  
Sokaythang, Below ICAR office,  
Gangtok, Sikkim – 737102

WHEREAS:

- (A) ..... (the “**Concessionaire**”) and the Chief Executive Officer, Gangtok Smart City Development Limited (the “**Authority**”) have entered into a Concession Agreement dated ..... (the “**Agreement**”) whereby the Authority has agreed to the Concessionaire undertaking the project ‘Implementation of Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg, Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) Basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a [Development Period/Operations Period] Performance Security to the Authority in a sum of Rs [xxxx cr./xxxx cr. (Rupees xxxx/Rupees xxxx)] (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the [Development Period/Operations Period] (as defined in the Agreement).
- (C) We, ..... through our Branch at Gangtok, Sikkim, India (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of [Development Period/Operations Period] Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the [Development/ Operations] Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority under the hand of an officer not below the rank of General Manager in Gangtok Smart City Development Limited that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in

default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank whether by their absorption with any other body or corporation or otherwise shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time and from time to time any of the rights and powers exercisable by the Authority against the Concessionaire and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contrary contained hereinbefore, the liability of the Bank under this guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in **Paragraph 8** below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect not before [expiry of the Development Period / Expiry Date], and in accordance with the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of ----- or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at ..... SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the Bank officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SCHEDULE M: PROJECT GRANT****PROJECT GRANT**

The Project Grant during the Concession Period shall be paid in accordance with **Article 26** of the Concession Agreement.

- A. Project Grant applicable for the respective Project Milestone and shall be payable as below:
- i. Project Grant shall be paid by the Authority in instalments before the 25<sup>th</sup> business day of the following Project Milestone, by depositing the same in the Escrow Account. The amount would be released to the Concessionaire from the Escrow Account.
  - ii. The Authority shall release the Project Grant, only after the Independent Engineer approves the successful completion of the previous Project Milestone, in accordance with the provisions of this Agreement; and
  - iii. Any delay in deposit the instalment as described in (i) above, post-approval from the Independent Engineer, shall be considered as the Authority Event of Default

The following table describes the Project Grant payable to the Concessionaire:

Project Milestone	% of the Project Grant	Project Grant, Rs crore
Signing of the Concession Agreement	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-I	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-II	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-III	Estimated Project Cost x [Financial Proposal]% x 10%	
Multi-Level Car Parking Facility Completion Date	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-IV	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-V	Estimated Project Cost x [Financial Proposal]% x 10%	
Project Milestone-VI	Estimated Project Cost x [Financial Proposal]% x 10%	
Commercial Development Completion Date	Estimated Project Cost x [Financial Proposal]% x 20%	
<b>Total</b>		

**SCHEDULE N: EXISTING PROJECT SITE ASSETS**

*(during the Preparatory Period, the Authority and Concessionaire shall prepare an asset register for the Existing Project Site Assets, and get the same approved by the Independent Engineer. The same shall become this **Schedule N**, as a part of this Agreement)*

## **SCHEDULE O: TESTS**

The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out Tests, in accordance with Good Industry Practice, for determining the compliance of the Multi-Level Car Parking with Technical Specifications and standards. The Tests would be carried out on a random sample basis and the number or frequency, as the case may be, of such Tests shall, to the extent possible, not exceed 10% (ten per cent) of the tests that the owner or builder of such works would normally undertake in accordance with Good Industry Practice.

- **Visual and physical Test:** The Independent Engineer shall conduct a visual and physical check of the Multi-Level Car Parking and Commercial Development to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- **Tests for equipment:** Independent Engineer shall conduct or cause to be conducted Tests, in accordance with Good Industry Practice, for determining the compliance of equipment, telecommunication and fare collection equipment with the Technical Specification and safety requirements.
- **Trial run of vehicles:** The Independent Engineer shall conduct or cause to be conducted adequate trial runs of vehicles to determine the compliance of the Multi-Level Car Parking and Commercial Development, including equipment, with the Technical Specification and Maintenance Manual.
- **Environmental audit:** The Independent Engineer shall carry out a check to determine conformity of the Multi-Level Car Parking and Commercial Development with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- **Safety review:** Safety audit of the Multi-Level Car Parking and Commercial Development shall have been undertaken by the safety consultant, and on the basis of such audit, the Independent Engineer shall determine conformity of the Multi-Level Car Parking and Commercial Development with the provisions of this Agreement.

### **Agency for conducting Tests:**

All Tests set forth in this Schedule shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

### **Tests for Safety Certification:**

Tests for determining the conformity of the Multi-Level Car Parking and Commercial Development with the safety requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

## SCHEDULE P: SERVICE LEVEL REQUIREMENTS

For purposes of the Service Level Requirements, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

**“Total Time”** shall mean the total number of hours in the quarter being considered for evaluation of Service Level Requirements.

**“Uptime”** shall mean the time period for which the specified services/ outcomes are available in the quarter being considered for evaluation of Service Level Requirements.

**“Downtime”** shall mean the time period for which the specified services/ components/ outcomes are not available in the quarter being considered for evaluation of Service Level Requirements.

**“Scheduled Maintenance Time”** shall mean the time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The Concessionaire is required to take at least 10 days prior approval from the Authority for any such activity. This would be allowed in off peak hours and would be granted once in a quarter and exclude festive timings (unless in any emergency situation), etc.

**“Incident”** shall mean any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.

**“Response Time”** shall mean the time elapsed from the moment an incident is reported in the helpdesk over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.

**“Resolution Time”** shall mean the time elapsed from the moment incident is reported in the helpdesk over phone or by any applicable mode of communication, to the time by which the incident is resolved completely and services as desired are restored.

Every quarter the Independent Engineer will measure the Service Level Requirements, as stipulated hereinbelow. In case of non-compliance of the Service Level Requirements mentioned, the Authority shall recover Liquidated Damages either directly from the Concessionaire or partially or full, as the case may be, by way of forfeiting the Development Period Performance Security or the Operations Period Performance Security, as the case may be.

### A: Uptime of Multi-Level Car Parking Facility

Sr .No	Uptime for MLCP Operations	Liquidated Damages per quarter <sup>3</sup> (Year 1 of the Operations Period)
1	Uptime up to 99%	No Deduction
2	Between 99% to 98.5%	Rs. 25,000
3	Between 98.5% to 98%	Rs. 50,000
4	Between 98 % to 97.5%	Rs. 75,000
5	Below 97.5%	Rs. 1,00,000

<sup>3</sup> Value of such Liquidated Damages would be escalated at 7% per annum through Concession Period

**B: Surveillance Camera, Public Address System and connectivity with Authority's central command centre**

Sr. No.	Uptime <sup>4</sup> for Surveillance Camera, Public Address System and connectivity with Authority's central command centre	Liquidated Damages Per Quarter <sup>5</sup> (Year 1 of the Operations Period)
1	Uptime up to 99%	No Deduction
2	Between 99% to 98.5%	Rs. 25,000
3	Between 98.5% to 98%	Rs. 50,000
4	Between 98% to 97.5%	Rs. 75,000
5	Below 97.5%	Rs. 1,00,000

**C: Security and Regulatory Breach**

Type	Response Time	Liquidated Damages for delay beyond Response Time <sup>6</sup> (Year 1 of the Operations Period)
Information Security Breach <sup>7</sup>	1 hour	Rs.1,00,000/ hour
Network & System Security Breach <sup>8</sup>	1 hour	Rs.2,00,000/ hour
Regulatory / Guidelines Breach <sup>9</sup>	7 Days	Rs.1,00,000/ day

**D: Helpdesk response and resolution time of grievances and issues of visitors to the Multi-Level Car Parking and Commercial Development**

Sr. No.	Particulars	Liquidated Damages <sup>10</sup> (Year 1 of the Operations Period)
1	For less than 1% of the complaints not getting responded in less than or equal to 10 minutes per quarter	None

<sup>4</sup> All devices have to be working and deliver the desired results. The no. of hours that the particular device/equipment does not work will be treated as Downtime. Uptime shall be calculated as  $\{1 - (\text{no. of hours unit was not working}) / (\text{Total no of units available} * \text{Total hr per quarter for that device})\}$ . For ex, if 10nos. of Sensors for Digital display are deployed at various locations, and 2 device/units does not work for 5Hrs, the total non-working device hours will be 10 unit hours (and the uptime would be  $\{1 - (10 / (10 * 90 * 24))\}$ , 10 being the number of units, for 90 days on 24 hours basis. This downtime will be used for Liquidated Damages calculations on quarterly basis and debited from the quarterly payables. The penalties would be levied for every unit downtime hour – be it for non-availability of network, theft, damage or non-availability of power etc. because the Concessionaire is responsible for supply of all enabling components on end to end basis.)

<sup>5</sup> Value of such Liquidated Damages would be escalated at 7% per annum through Concession Period

<sup>6</sup> Value of such Liquidated Damages would be escalated at 7% per annum through Concession Period

<sup>7</sup> Any data leakage, information sharing, reports sharing without the consent of Government Agency

<sup>8</sup> Any instance of hacking, information/data compromise, unauthorized access to public Wi-Fi.

<sup>9</sup> Non-compliance to guidelines shared by various government agencies

<sup>10</sup> Value of such Liquidated Damages would be escalated at 7% per annum through Concession Period

Sr. No.	Particulars	Liquidated Damages <sup>10</sup> (Year 1 of the Operations Period)
2	For every % complaints beyond 1% not getting responded in less than or equal to 10 minutes per quarter	Rs. 1 Lakh per Percentage (or part thereof) beyond 1%. Maximum Liquidated Damages of Rs. 10 Lakh per quarter.
3	For Grievances and complaints from visitors, resolutions provided within 30 minutes per quarter	No Liquidated Damages
4	For Grievances/ complaints not resolved within 30 minutes, for every 1% complaints/Grievances	Rs. 1 Lakh per Percentage (or part thereof) beyond 1%. Maximum Liquidated Damages of Rs. 10 Lakh per quarter.

**E: Official response and resolution time of grievances and issues of occupants of the Commercial Development**

Sr. No.	Particulars	Liquidated Damages <sup>11</sup> (Year 1 of the Operations Period)
1	For less than 1% of the complaints not getting responded in less than or equal to 48 hours per quarter	None
2	For every % complaints beyond 1% not getting responded in less than or equal to 48 hours per quarter	Rs. 1 Lakh per Percentage (or part thereof) beyond 1%. Maximum Liquidated Damages of Rs. 10 Lakh per quarter.
3	For Grievances and complaints from occupants, resolutions provided within 7 days per quarter	No Liquidated Damages
4	For Grievances/ complaints not resolved within 7 days, for every 1% complaints/Grievances	Rs. 1 Lakh per Percentage (or part thereof) beyond 1%. Maximum Liquidated Damages of Rs. 10 Lakh per quarter.

<sup>11</sup> Value of such Liquidated Damages would be escalated at 7% per annum through Concession Period

## **SCHEDULE Q: INDEPENDENT ENGINEER SCOPE-OF-WORK**

The Independent Engineer is expected to play a positive and independent role in discharging his functions, thereby facilitating the smooth implementation and operation of the Project. Not limited to the following, the principal responsibilities of the Independent Engineer shall be:

- a. Independently review, monitor works carried out under the Project, associated with the design, construction, operation and maintenance, to ensure quality and performance compliance by the Concessionaire;
- b. Report to the Authority on the various quality related aspects of the Project based on inspections, site visits and tests; and
- c. Review matters related to safety and environment management measures adopted by the Concessionaire.

The Independent Engineer would provide his services in accordance with this Concession Agreement and Good Industry Practice. The Independent Engineer shall undertake, interalia, the following activities and where appropriate make suitable suggestions:

### **Role and function of Independent Engineer**

The role and functions of the Independent Engineer shall include the following:

- a. review of the Drawings, Documentations, Concessionaire's DPR, etc.;
- b. review, inspection and monitoring of Construction Works;
- c. conducting Tests on completion of Construction Works and issuing Provisional Readiness Certificate and/or Readiness Certificate, as the case may be;
- d. review, inspection and monitoring of O&M of the Project;
- e. review, inspection and monitoring of Divestment Requirements;
- f. determining, as required under the Concession Agreement, the costs of any works or services and/or their reasonableness;
- g. determining, as required under the Concession Agreement, the period or any extension thereof, for performing any duty or obligation;
- h. assisting the Parties, and Steering Committee in resolution of Disputes; and
- i. undertaking all other duties and functions as specified in or required by and, in each case, in accordance with the Concession Agreement.

The Independent Engineer shall discharge his duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

### **Duties of Independent Engineer during Development Period**

- a. The Independent Engineer shall review Concessionaire's DPR, Project Completion Schedule, Commercial Development, any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Documentation.
- b. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire, determine their compliance with the approved Concessionaire's DPR.

- c. The Independent Engineer shall review the progress reports furnished by the Concessionaire and send its comments thereon to the Concessionaire and the Authority within 7 (seven) days of receipt of such reports.
- d. The Independent Engineer shall inspect the Construction Works and the Project Facilities once every month, preferably after receipt of the monthly progress reports from the Concessionaire, but before the 20<sup>th</sup> (twentieth) day of each month in any case, and make out the Inspection Report setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with approved Concessionaire's DPR, and approved Drawings. In a separate section of the inspection report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Construction Works. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- e. The Independent Engineer may inspect the Project Facilities more than once in a month if any lapses, defects or deficiencies require such inspections.
- f. For determining that the Construction Works conform to the Technical Specifications and Standards, Concessionaire's DPR, and approved Drawings, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the Tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- g. The sample size of the Tests, to be specified by the Independent Engineer shall comprise 10% (ten percent) of the data points for each category or type of Tests in the quality control manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by another 10% (ten percent), making it to the 20% (twenty percent) of the data points, for certain categories or types of Tests.
- h. The timing of Tests and the criteria for acceptance rejection of their results shall be determined by the Independent Engineer. The Tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the Tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- i. In the event that the results of any Tests establish any deficiencies or defects in the Construction Works, the Independent Engineer shall require the Concessionaire to carry out remedial measures for removing such defects and deficiencies to the satisfaction of the Independent Engineer. In the event Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies as mentioned above, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests to determine that such remedial works have brought the Construction Works into conformity with the approved DPR and approved Drawings, and the provisions of this paragraph shall apply to such Tests.
- j. In the event that the Concessionaire does not achieve the Project milestones as per approved DPR, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer determine that completion of construction and development of all the Project Facilities is not feasible within the Scheduled Project Completion Date specified in the Concession Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days of a communication

from the Independent Engineer, the steps proposed to be taken by the Concessionaire to expedite progress, and the period within which it shall achieve the COD for Project. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

- k. Issue of certificates as specified under the Concession Agreement certifying the fulfilment of the Project milestones by the Concessionaire under the Concession Agreement.
- l. If at any time during the Development Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Concessionaire Consumers or that any work is being carried out in a manner that threatens the safety of the workers and the Concessionaire Consumers, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- m. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Consumers, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such Suspension may be revoked.
- n. The Independent Engineer shall carry out, or cause to be carried out, all the Tests to determine compliance of the Project Facilities with the approved Concessionaire's DPR and approved Drawings for the purpose of issuance of Provisional Readiness Certificate or Readiness Certificate, as the case may be. Upon the Independent Engineer determining the Tests to be successful and the Construction Works to be substantially complete, it shall issue Provisional Readiness Certificate. In addition, the Independent Engineer shall prepare a Punch List comprising of the outstanding items in respect of such Project Facilities to be completed by the Concessionaire within a time period agreed between the Independent Engineer and the Concessionaire. Upon completion of Construction Works in all respects for all the Project Facilities and/or completion of all items in the Punch List, if any, the Independent Engineer shall issue a Readiness Certificate to the Concessionaire.

#### **Duties of Independent Engineer during Operations Period**

- a) In respect of the Drawings and Documents received by the Independent Engineer for its review and comments during the Operations Period, the provisions of above section shall apply, mutatis mutandis.
- b) The Independent Engineer shall approve the Maintenance Manual prepared by the Concessionaire. The Maintenance Manual shall provide for the requirements, timing, periodicity, conditions, manner, method, procedure and other relevant aspects for and in connection with the regular and periodic repair and maintenance of the Project Facilities and shall include the requirements mentioned in the Concession Agreement and approved Concessionaire's DPR.
- c) The Independent Engineer shall review the O&M report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such O&M report.
- d) The Independent Engineer shall inspect the Project Facilities once in every 3 (three) months, preferably after receipt of the O&M report from the Concessionaire and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M of the Project Facilities, including its conformity with the O&M requirements specified

in the Concession Agreement. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Facilities. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

- e) The Independent Engineer may inspect the Project Facilities more than once in 3 (three) months, if any emergency or lapses, defects or deficiencies require such inspections.
- f) The Independent Engineer shall in its O&M Inspection Report specify the Tests, if any, that the Concessionaire shall carry out, or cause to be carried out for the purpose of determining that the Project Facilities are in conformity with the Maintenance Manual. It shall monitor and review the results of such Tests and the remedial measures, if any, taken by the Concessionaire in this behalf. The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Concession Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- g) The Independent Engineer shall examine the request of the Concessionaire for any Project Facilities for undertaking maintenance/repair thereof, keeping in view the need of Consumers. It shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the reopening of such Project Facilities.
- h) The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in the Concession Agreement.
- i) In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Facilities, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

#### **Duties of Independent Engineer in case of Expiry Date**

- a) At any time, not earlier than 90 (ninety) days prior to Expiry Date but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Facilities for determining compliance by the Concessionaire with the Divestment Requirements set forth in the Concession Agreement and, if required, cause Tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Facilities is such that its repair and rectification would require a larger amount than the sum for which the Performance Security is available with the Authority, it shall seek Concessionaire to furnish the bank guarantee for such additional amount.
- b) The Independent Engineer shall inspect the Project Facilities once in every 15 (fifteen) days during a period of 90 (ninety) days after Expiry Date for determining the liability of the Concessionaire under the Concession Agreement, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

**Duties with respect to Determination of cost and time**

- a) The Independent Engineer shall determine the costs, and/or their reasonableness that are required to be determined by it under the Concession Agreement.
- b) The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Concession Agreement.

**Assistance in Dispute Resolution**

- a) When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- b) In the event of any disagreement between the Parties, Steering Committee regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Concession Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Good Industry Practice and authentic literature.

**Other Duties and Function**

- a) The Independent Engineer shall perform all other duties and functions as specified in the Concession Agreement and such other duties as the Authority may require the Independent Engineer to perform in relation to this Concession Agreement.

**Miscellaneous**

- a) The Independent Engineer shall notify its schedule of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- b) A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this scope, and a copy of all the Test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- c) The Independent Engineer shall obtain, and the Concessionaire shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted, under the Concession Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- d) The Independent Engineer shall retain at least 1 (one) copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of Tests and other relevant records, and hand them over to the Authority, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in digital form or in such other medium as may be acceptable to the Authority.

**SCHEDULE R: PROJECT FACILITIES**

*(To be incorporated at the end of Development Period, and the same shall be updated every quarter of the Accounting Year)*

## SCHEDULE S: SUBSTITUTION AGREEMENT

This SUBSTITUTION AGREEMENT is made at Gangtok on the \*\*\*\*\* day of \*\*\*\*\*20\*\*

BETWEEN

Gangtok Smart City Development Limited, represented by the Chief Executive Officer and having its registered address at Sokaythang, Below ICAR office, Gangtok, Sikkim – 737102, as Employer (the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

[\*\*\*\*\* LIMITED], a limited liability company incorporated under the provisions of the [Companies Act, 1956/ Companies Act, 2013] and having its registered office at \*\*\*\*\* (hereinafter referred to as the “**Concessionaire**” or “**Company**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns),

**AND**

\*\*\*\*\* and having its registered office at \*\*\*\*\* acting for itself and for and on behalf of the Senior Lenders listed in **Schedule-1** of this Substitution Agreement (hereinafter referred to as the “**Senior Lenders**” which expression shall unless repugnant to the context or meaning thereof include their respective successors and assigns).

Authority, the Concessionaire and the Senior Lenders are hereinafter collectively referred to as the “**Parties**” and individually are hereinafter referred to as “**Party**”.

## WHEREAS

- A. By the Concession Agreement dated \*\*\*\*\* entered into between the Authority and the Concessionaire, the Authority has granted to the Concessionaire the Project for ‘Implementation of Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg, Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) Basis’ (the “**Project**”), subject to and on the terms, conditions and covenants set forth in the said Concession Agreement or forming part thereof.
- B. With a view to help facilitate obtaining financing for the said Project by the Concessionaire so as to enable the Concessionaire to design, build, finance, operate & maintain and transfer the same pursuant to and in accordance with the Concession Agreement, the Parties have agreed subject to the terms and conditions of the Concession Agreement and the Financing Documents, that the Senior Lenders shall have the right to substitute the Concessionaire by a Selectee for the residual period of the Concession on the terms, conditions and covenants mentioned hereinbelow.
- C. As a condition to making any disbursement pursuant to the Financing Documents, the Senior Lenders have required and it is deemed necessary and expedient to record the terms, conditions and covenants of the above agreement between the Parties.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

**ARTICLE 1**

**1. DEFINITIONS**

1.1. For the purpose of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them:

1.1.1. “**Concession**” means the bundle of rights, obligation and covenants of the Concessionaire under and as set forth in the Concession Agreement.

1.1.2. “**Concession Agreement**” means the Concession Agreement dated \*\*\*\*\* entered into between the Authority and the Concessionaire granting the Concession to the Concessionaire in respect of the Project and includes without limitation any amendments thereto made in accordance with the provisions contained in this behalf herein.

1.1.3. “**Event of Default**” means occurrence of any of the following events:

- i. A material breach by the Concessionaire of the Concession Agreement, or the occurrence of a Concessionaire Event of Default as defined in the Concession Agreement.
- ii. A material default in payment by the Concessionaire to all or any of the Senior Lenders under the Financing Documents of any two instalments, either of principal or interest or both, due and payable by it on account of Lenders Dues.
- iii. Any event of default under or breach of any of the terms of any of the Financing Documents or Project Agreements concerning the Project which in the sole opinion of the Lenders Representative is material or major and which may seriously affect the ability of the Concessionaire to meet its payment obligations to the Senior Lenders under the Financing Documents or to design Independent Engineer, construct, complete, operate and maintain the Project pursuant to and in accordance with the Concession Agreement.

1.1.4. “**Financial Assistance**” means the loans, advances and other funding assistance including any syndicated / participation facility provided by the Senior Lenders as set forth in **Schedule-2** hereto for financing the whole or any part of the Estimated Project Cost.

1.1.5. “**Financing Documents**” means the documents executed / to be executed by the Concessionaire or entered / to be entered into by the Concessionaire with the Senior Lenders and/or the Lenders Representative in respect of the Financial Assistance and include loan agreements, guarantees, notes, debenture, bonds and other security agreements and other documents relating to Financial Assistance and brief particulars whereof are set forth in **Schedule-2** hereto in relation to each Senior Lender.

- 1.1.6. **“Lenders Representative”** means \*\*\*\*\* , established under the provisions of the \*\*\*\*\* Act, and having its registered / principal office at \*\*\*\*\* and any replacement thereof appointed by all the Senior Lenders, inter alia, on the condition that as security for the Financial Assistance they shall have the right to seek transfer and assignment of the Concession Agreement including the Concession in accordance with the provisions of this Agreement.
- 1.1.7. **“Lenders Certificate”** shall have the meaning ascribed thereto in Clause 2.2 (b).
- 1.1.8. **“Lenders Dues”** means the aggregate of all monies owned by the Concessionaire to the Senior Lenders under the Financing Documents on account of principal thereof for funding the Project Cost, and all accrued interest, additional interest, liquidated damages, commitment fees, commission, prepayment premium, costs, charges, and other monies including financing charges and fees owned by the Concessionaire to the Senior Lenders under the Financing Documents for the Project.
- 1.1.9. **“Project Agreements”** means this Agreement, the Concession Agreement and certain other agreements and contracts entered into by the Concessionaire with the Authority and other relating to the Project and brief particulars whereof are set forth in **Schedule-3** hereto.
- 1.1.10. **“Senior Lenders”** means the financial institutions, trusts, funds, banks and other such other persons who have provided or agreed to provide the finance to the Concessionaire under any of the Financing Documents for meeting all or any part of the Estimated Project Cost and who hold pari passu charge on the Project Assets.
- 1.1.11. **“Selectee”** means a new Concessionaire proposed by the Senior Lenders pursuant to this Agreement and approved by the Authority for substituting the Concessionaire for the residual period of the original Concession Period by amendment of the Concession Agreement or by execution of a fresh Concession Agreement.
- 1.1.12. **“Substitution Notice”** means the notice given by the Lenders Representative pursuant to Clause 2.2 (c) of this Agreement.
- 1.1.13. **“Estimated Project Cost”** means the total capital cost of the Project upto the COD for Project, as approved by the Senior Lenders.
- 1.2. The words and expressions beginning with or in capital letters used in this Agreement not defined in this Agreement, shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.
- 1.3. In this agreement unless the context otherwise requires:
- a. Unless the context otherwise requires, the singular includes the plural and vice versa;
  - b. Headings and the use of bold typeface shall be ignored in its construction;

- c. A reference to a Clause, or Schedule is, unless indicated to the contrary, a reference to a clause or schedule to this Substitution Agreement;
- d. References to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- e. The words "other" or "otherwise" and "whatsoever" shall not be construed to be as any limitation upon the generality of any preceding words or matters specifically referred to;
- f. References to the word "includes" or "including" are to be construed without limitation;
- g. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, renovated or assigned from time to time;
- h. The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular Clause in which such word may be used;
- i. Words importing a particular gender include all genders;
- j. "**Person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, Authority, agency, unincorporated body of Persons or associations;
- k. Any reference to a public organization shall be deemed to include a reference to any successor to such public organization or any organization or entity which has taken over the functions or responsibilities of such public organization;
- l. References to "Party" means a party to this Agreement and references to "Parties" shall be construed accordingly; and
- m. References to any law shall include references to such law as it may, after the date of the Agreement, from time to time be amended, supplemented or re-enacted.

## ARTICLE 2

### 2. SUBSTITUTION OF THE CONCESSIONAIRE BY A SELECTEE

- 2.1. Authority hereby irrevocably agrees to substitute the Concessionaire by a Selectee (selected by the Senior Lenders in accordance with the provisions of this Agreement and approved by the Authority) by amendment of the Concession Agreement or by execution of a fresh Concession Agreement in favour of the Selectee for the purpose of securing the payments of the Lenders Dues, provided that nothing contained herein shall entitle the Senior Lenders to operate the Concession themselves as a

Concessionaire under and in accordance with the Concession Agreement either individually

2.2. As per this clause:

- a. The Lenders Representative shall notify by a notice in writing to the Concessionaire, with a copy thereof simultaneously to Authority, about the occurrence of an Event of Default and requiring the Concessionaire to remedy and cure such default within 30 (thirty) days from the date of delivery of such notice to the Concessionaire (the "**Notice of Default**"). The Notice of Default shall be accompanied by the Lenders Certificate.
- b. A certificate under the hands of the authorized officer of the Lenders Representative (the "**Lenders Certificate**") annexed to the Notice of Default certifying:
  - i. The occurrence of Event of Default, and
  - ii. The Lenders Dues.

shall be conclusive evidence of occurrence of such Event of Default and of such Lenders Dues. Such Lenders Certificate shall be final, conclusive and binding upon the Concessionaire for the purposes of this Agreement and the Financing Documents.

- c. Authority and the Concessionaire hereby irrevocably agree that the Lenders Representative may within 30 (thirty) days of the date of delivery of the Notice of Default of the Concessionaire and without prejudice to any other right or remedy available to the Senior Lenders under the Financing Document, notify Authority and the Concessionaire on behalf of all the Senior Lenders about the Senior Lenders decision to invite, negotiate and procure offers, either through private negotiations or public auction or process of tendering for the residual period of the Concession and the rights and obligations of the Concessionaire under the Concession Agreement, by a Selectee, subject to the approval of such Selectee to Authority (the "**Substitution Notice**").
- d. Upon assumption by the Selectee of the liability and obligations of the Concessionaire under the Financing Documents and the Concession Agreement including obligation to pay any sums then due and payable to the Authority under the Concession Agreement, Authority shall grant the Concession to the Selectee on the same terms and conditions for the residual period of the original Concession Period, by amendment of Concession Agreement or, if required by the Lenders Representative by a separate agreement with the Selectee.

2.3. The Lenders Representative shall apply in the selection of the following criteria:

- i. The Selectee shall be capable of properly discharging the duties, obligations and liabilities of the Concessionaire under the Concession Agreement;
- ii. The Selectee shall provide security to the satisfaction of the Senior Lenders for repayment of the Lenders Dues;

- iii. The Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues of the Concessionaire to Authority under and in accordance with the Concession Agreement and of Lenders Dues upon terms and conditions as agreed to with the Senior Lenders;
  - iv. The Selectee shall have the financial and technical experience as set forth in the Request for Proposal document in respect of the Concessionaire;
  - v. The Selectee shall have not been in breach of any agreement between the Selectee and the Authority; and
  - vi. Any other appropriate circumstance, whereby continuity in the performance of the Concessionaire's obligations under the Concessionaire Agreement is maintained and the security in favour of Senior Lenders under the Financing Documents is preserved.
- 2.4. At any time prior to the acceptance of the Selectee by the Authority pursuant to this Agreement, the Authority may require the Lenders Representative to satisfy Authority as to the eligibility of the Selectee and the decision of the Authority in this behalf (which shall be reasonable), shall be final, conclusive and binding on the Senior Lenders and the Selectee.

## **ARTICLE 3**

### **3. MODALITY FOR SUBSTITUTION**

- 3.1. The following modalities shall be applicable to any substitution of the Concessionaire by the Selectee pursuant to this Agreement:
- i. The Lenders Representative may invite, negotiate or procure offers either through private negotiations or public auction or process of tender or otherwise for the substitution of the Concessionaire by the Selectee;
  - ii. The Lenders Representative shall on behalf of the Senior Lenders propose to Authority pursuant to sub-clause (iii) below, the name of the Selectee for acceptance and shall apply as necessary to Authority for:
    - a. Grant to the Selectee (as substitute for the Concessionaire) the right to design, build, finance, construct, complete, operate & maintain and transfer the Project under and in accordance with and subject to and on the terms and conditions set forth in the Concession Agreement;
    - b. Amendment of the Concession Agreement so as to grant to the Selectee on the same terms and conditions, the residual period of the Concession under original Concession Period; and
    - c. The execution of a new Substitution Agreement with the proposed Selectee for the residual period of the Concession on the same terms and conditions

- iii. The Lenders Representative on behalf of the Senior Lenders shall be entitled, within a period of 120 (one hundred and twenty) days from the date of delivery to Authority of the Substitution Notice, to select and propose to Authority for its approval a Selectee (the "**Proposal**"). The Proposal of the Lenders Representative pursuant to this sub-clause (iii) shall contain the particulars and information in respect of the Selectee, the Lenders Dues and other data and information, all as prescribed in **Schedule-4** hereto. Without prejudice to the foregoing, the Lenders Representative agrees and undertakes to provide to Authority such further and other information and such clarifications in respect of any data, particulars or information furnished pursuant hereto by the Lenders Representative as Authority may reasonably require. Authority shall convey its approval or otherwise of such Proposal, including of Selectee, in its sole discretion within 60 (sixty) days of (a) the date of receipt of the Proposal by the Authority, or (b) the date when last of further and other information and such clarifications in respect of any data, particulars or information comprised in the Proposal, as have been provided in the Lenders Representative to Authority, whichever is later. It is expressly agreed that the Proposal shall be accompanied by an unconditional undertaking of the Selectee that it shall upon approval by the Authority of the Proposal including the Selectee, observe, comply, perform and fulfil the terms, conditions and covenants of the Concession Agreement which according to its terms are required to be observed, complied with, performed and fulfilled by Concessionaire thereunder on the footing as if such Selectee was the Concessionaire under the Concession Agreement and shall be liable for an shall assume, discharge and pay the Lenders Dues to the Senior Lenders under and in accordance with the Financing Documents. Upon approval of the proposal including of the Selectee by Authority, such Selectee shall become the Selectee hereunder.
- iv. Authority shall, upon its satisfaction of the eligibility of the Selectee and in accordance with the provisions of this Agreement and subject to the provisions of sub-clause (v) below proceed to substitute the Concessionaire or the Selectee by amendment of the Concession Agreement or by execution of a fresh agreement or such other writing as Authority may reasonable require on the same terms and conditions for the residual period of the Concession Period in favour of the Selectee.
- v. The substitution as aforesaid shall be subject to the Selectee, obtaining requisite Indian Government approvals, clearances and permission necessary for operating the Concession under and in accordance with the Concession Agreement.
- vi. The objection, if any of Authority to the substitution as aforesaid shall be reasoned and be made after hearing the Lenders Representative, provided however, that in the event of a refusal as stated above, the Lenders Representative may propose another Selectee, in the event that no objection is raised with respect to the Selectee by Authority within the period set forth in sub-clause (iii) above, the Selectee shall be deemed to have been accepted by Authority. The Authority shall, subject to the provisions of the sub-clause (v) above, grant the Concession for the

residual Concession Period within 15 (fifteen) days of its acceptance/deemed acceptance of the Selectee.

- vii. The substitution as aforesaid, pursuant to the security interest hereby created in favour of the Senior Lenders, shall be deemed to be complete only upon the Selectee as Concessionaire accepting and complying with the terms and conditions stipulated in the Concession Agreement.
  - viii. The decision of the Senior Lenders and Authority in the selection of the Selectee shall be final and binding on the Concessionaire and shall be deemed to have been made with the concurrence of the Concessionaire and the Concessionaire hereby expressly waives all rights to object to or challenge such selection of the Selectee on any ground whatsoever. No third party shall have the right to question the decision of Senior Lender / Lenders Representative and Authority.
  - ix. All actions of the Lenders Representative hereunder shall be deemed to be on behalf of the Senior Lenders and be binding upon them. The Lenders Representative is authorized to receive payment of compensation, payment to cure default and any other payments, consideration for transfer in accordance with the Substitution Notice and the Financing Documents and give valid discharge on behalf of all Senior Lenders.
- 3.2. The terms and conditions for substitution of the Concessionaire by the Selectee shall be proposed by the Senior Lenders through the Lenders Representative to the Authority, on occurrence of an Event of Default and continuance thereof for six months but at least 2 months prior to the anticipated date of substitution as aforesaid for the residual period of the Concession Period.
- 3.3. The Concessionaire hereby irrevocable agrees and waives any right to challenge the Senior Lenders decision to apply to Authority for substitution as aforesaid and neither the Concessionaire nor Authority shall be entitled to prevent the Lenders Representative from proceeding to seek such a substitution of the Concessionaire by Selectee as hereinbefore provided. The Concessionaire agrees and confirms that the Concessionaire shall not have any right to seek re-valuation of the Concessionaire's assets and the Concession Agreement including the Concession, otherwise than as contracted in the Financing Documents while the Authority permits substitution as hereinbefore provided, pursuant to the Lenders Representative's request. The Parties acknowledge that the rights of the Senior Lenders hereunder are irrevocable and shall not be contested in any proceedings before any court of Authority and the Concessionaire shall have no right or remedy to prevent, obstruct, injunct or restrain Authority and/or the Senior Lenders from effecting or causing the substitution as aforesaid.
- 3.4. Where no suitable Selectee can be found by the Lenders Representative, or Authority shall decide to take over the Concession then Authority shall advise the Lenders Representative of all steps it proposes to take under the Concession Agreement for determination of Termination Payments thereof.

- 3.5. As per this clause:
- i. If Authority decides to substitute the Concessionaire by any other person (the “**Authority Nominee**”), it shall take into account the Senior Lender’s Dues while considering offers from such persons and shall include a suitable condition as agreed to by the Lenders Representative on behalf of the Senior Lenders for payment or takeover of such dues by such Authority Nominee to the extent agreed by the Lenders Representative while substituting the Concessionaire by the Authority Nominee. The Authority Nominee shall similarly be bound to execute a supplementary / fresh substitution agreement on the same terms and conditions as provided herein.
  - ii. Notwithstanding anything contained in Clause 3.4 and this Clause 3.5, Authority shall not be required to take over, upon Termination of the Concession Agreement including the Concession, the liabilities representing the Lender’s Dues save and except to the extent of Termination Payments due and payable upon such Termination under the Concession Agreement. In such an event Authority’s obligation shall be limited to assumption of such liabilities and payments of dues, as Authority has agreed to bear under the Concession Agreement.
- 3.6. Nothing contained in these presents shall mean or be interpreted as provision of any guarantee or surety by Authority and it is expressly agreed that the Authority has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amount of Financial Assistance advanced by the Senior Lenders to the Concessionaire.

## ARTICLE 4

### 4. INTERIM PROTECTION OF SERVICE AND PRESERVATION OF SECURITY

- 4.1. In the event of the Senior Lenders notify Authority and the Concessionaire of the Event of Default (and the Concessionaire has not cured the default for a period of 30 (thirty) days or in special circumstances affecting the security of the Senior Lenders, the Senior Lenders shall be entitled to institute protective legal proceedings for a receivership (the “**Receiver**”) to maintain, preserve and protect the assets (other than the Concession Agreement including the Concession) held as security by the Senior Lenders provided always that such receiver shall be Authority if such assets are in the opinion of Authority necessary and required for the operation and maintenance of the project and the parties hereby consent and agree to the same. The Lenders Representative shall in such an event notify Authority to assume receivership of the assets held as security and Authority shall operate and maintain the same pending the substitution of the Concessionaire by the Selectee. In the event Authority does not assume receivership and declines the request of the Lenders Representative, the Lenders Representative shall for itself and each of the Senior Lenders, be entitled to seek the appointment of a Court Receiver for the Concessionaire’s assets held as security and Authority shall operate and maintain the same pending substitution as aforesaid and/or the takeover of the Concession Agreement including the Concession and the Project in accordance with the Concession Agreement or this Agreement by the Authority. All the receivables shall be deposited by the Receiver in the Escrow

Account and shall be dealt with in accordance with the Concession Agreement. The Receiver shall be responsible for protecting the assets in receivership to the Senior Lenders in accordance with the terms of its appointment. The Receiver shall make best efforts to operate and maintain the Project, in accordance with the obligations of the Concessionaire under the Concession Agreement. Any person other than Authority may be appointed as Receiver only with the prior consent of Authority. In a declaratory suit for appointment of a Receiver, notwithstanding that no recovery or mortgage suit or any suit or proceeding for enforcement of the Senior Lenders security under the Financing Documents is instituted by the Lenders Representative for itself or the Senior Lenders, any action for appointment of Authority as Receiver or appointment of an Independent Court Receiver shall be without prejudice for the other rights and remedies of Authority, and of the Senior Lenders under the Financing Documents.

## **ARTICLE 5**

### **5. TERMINATION OF THE CONCESSION BY AUTHORITY**

- 5.1. If under the Concession Agreement an event occurs which shall entitle Authority to Terminate the Concession Agreement, Authority shall intimate the Senior Lenders prior to exercising of its decision to Terminate the Concession and advise the Senior Lenders of its decision to Terminate the Concession and advise the Senior Lenders to ensure the cure of the event which otherwise can result in termination of the Concession and the Concession Agreement. Such a notice shall entitle the Senior Lenders to cure any financial or other default of the Concessionaire within a period of two months from the date of the notice receive from the Authority failing which Authority without any further notice to either the Concessionaire or the Lenders Representative / Senior Lenders, shall be entitled to Terminate the Concession Agreement.
- 5.2. Upon receipt of the Notice as referred to in Clause 5.1, intimating occurrence of an event which can entail Termination of the Concession Agreement including the Concession, the Senior Lenders shall be entitled to consider such notice as an Event of Default and may initiate steps to invite, negotiate and procure offers for the substitution of the Concessionaire by a Selectee in accordance with the procedure set forth in this Agreement.

## **ARTICLE 6**

### **6. SENIOR LENDERS RIGHT TO RESERVE TERMINATION PAYMENTS**

- 6.1. The Authority and Concessionaire hereby agree, and confirm that without prejudice to any other right or remedy, the Authority shall be entitled to deposit the Termination Payments into the Escrow Account and the Senior Lenders shall be entitled to receive the same without any further reference to or consent of the Concessionaire under an in accordance with the Concession Agreement towards the satisfaction of the Senior Lenders Dues out of and limited to the sum of Termination Payments worked out under and in accordance with the Concession Agreement. The Senior Lenders shall

be entitled to appropriate any consideration received for the substitution as hereinabove provided from the Selectee towards the payment of their and Authority's respective dues to the exclusion of the Concessionaire.

- 6.2. The Concessionaire hereby nominates, constitutes and appoints the Lenders Representative as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the Concessionaire by the Selectee pursuant hereto and for receiving consideration for discharge of the Lenders' Dues pursuant.
- 6.3. The Concessionaire hereby expressly authorizes payment of sums by Authority on account of Termination Payments into Escrow Account and the Lenders Representative to draw the same therefrom for and on behalf of the account of the Senior Lenders notwithstanding the pendency of any dispute or objection or claim that the Concessionaire may have against the Senior Lenders and/or Authority. The deposit by Authority into the Escrow Account and payment to the Senior Lenders directly or through Lenders Representative in accordance with this Agreement, made or cause to be made by Authority shall constitute a valid discharge of its obligation of the payment thereof to the Concessionaire. All such payments shall stand charged to the Senior Lenders under the Financing Documents and shall be receivable by the Lenders Representative from the Escrow Account on behalf of the Senior Lenders to the exclusion of any receiver or liquidator appointed.

## **ARTICLE 7**

### **7. GENERAL**

- 7.1. The Parties hereto expressly represent and warrant that they are duly empowered to sign and execute this Agreement and the Lenders Representative is duly and fully authorized by each of the Senior Lenders to enter into this Agreement on their behalf.
- 7.2. Notices under this Agreement shall be sent to the Addressee first hereinabove mentioned. Any change in the address of any Party shall be duly notified by a Registered post acknowledgement due and delivered to the other Parties.
- 7.3. The expressions "Authority", the "Concessionaire", the "Senior Lenders" and the "Lenders Representative" herein used shall unless there be anything repugnant to the subject or context includes their respective successors, legal representatives, administrators and permitted assign.
- 7.4. This Agreement shall not be affected by reorganization of any Senior Lender, Lenders Representative or Authority and the successor – in interest of such Senior Lender, Lenders Representative or Authority shall have the benefit of this Agreement.
- 7.5. No amendment, variation or modification to this Agreement shall be valid and effectual unless made in writing and executed by the duly authorized representatives of all the Parties hereto.

- 7.6. All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the Concession Agreement or execution of fresh Concession Agreement for the purpose of substitution as aforesaid shall be borne by and be to the account of the Concessionaire. In the event of the Senior Lenders making such payment for the time being, it shall be deemed to be a part of the Lenders Dues.
- 7.7. The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Concession Agreement and this Agreement shall be read together and construed harmoniously. The terms of this Agreement shall prevail in the event of any inconsistency with the Concession Agreement.
- 7.8. The consultation, recommendation or approval of the Lenders Representative under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Senior Lender and each such Senior Lender shall be bound by the same and hereby waives its right to question or dispute the same.
- 7.9. This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.
- 7.10. It shall not be necessary for the Senior Lenders or the Lenders Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.
- 7.11. Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by reference to arbitration to a Board of Arbitrators comprising of three members, one nominee of each Party to the dispute, and third arbitrator appointed by these nominees. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be Gangtok, India. The Award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the "**Award**") without delay.

This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in Gangtok, Sikkim alone shall have jurisdiction over all matters arising out of or relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings thereunder.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNTO ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

SIGNED AND DELIVERED ON  
BEHALF OF \*\*\*\*\*  
LIMITED  
BY:

\*\*\*\*\*

Name:  
Designation:

SIGNED AND DELIVERED ON  
BEHALF OF Gangtok MUNICIPAL  
CORPORATION

BY:  
\*\*\*\*\*

Name:  
Designation:

SIGNED AND DELIVERED ON  
BEHALF OF SENIOR LENDERS

BY:  
\*\*\*\*\*

Name:  
Designation:

- Schedule-1: Senior Lenders**
- Schedule-2: Financial Assistance**
- Schedule-3: Project Agreements**
- Schedule-4: Lenders Dues**

## **SCHEDULE T: REPORTING REQUIREMENTS**

A list of reports required to be submitted by the Concessionaire to the Authority and Independent Engineer are given below. The format of such reports will be decided during Preparatory Period in consultation with the Independent Engineer and the Authority. Apart from these, the Concessionaire should submit any additional reports as required under the Agreement or to meet compliance, regulatory and oversight requirements of the Project, as required by the Authority, Independent Engineer, and other regulatory / compliance enforcement authorities.

### **1. During Development Period**

The Concessionaire will submit the following reports during the Development Period to the Authority and Independent Engineer:

- a. Monthly and quarterly progress report – Physical and financial progress of the Project;
- b. Report on:
  - Multi-Level Car Parking Facilities Construction Milestone-I
  - Multi-Level Car Parking Facilities Construction Milestone-II
  - Multi-Level Car Parking Facilities Construction Milestone-III
  - Completion of Multi-Level Car Parking Facilities
  - Commercial Development Construction Milestone-I
  - Commercial Development Construction Milestone-II
  - Commercial Development Construction Milestone-III
- c. Scheduled Project Completion Date
- d. Preparation of Maintenance Manual

### **2. During Operations Period**

The Concessionaire will submit the following reports during the Operations Period to the Authority and Independent Engineer:

- a. Monthly report on the performance as against Service Level Requirements;
- b. Yearly audited balance sheet and profit & loss statements with all schedules, in a format as described by Securities and Exchange Board of India for any listed entity;
- c. Quarterly unaudited balance sheet and profit & loss statements with all schedules, in a format as described by Securities and Exchange Board of India for any listed entity;
- d. Annual Maintenance Program; and
- e. Quarterly Maintenance Report

**SCHEDULE U: READINESS CERTIFICATE**

I/We, \*\*\*\*\* (Name of Independent Engineer) acting as Independent Engineer on the project “Implementation of Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg, Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” through the Concessionaire (Name of the Concessionaire) hereby issue this Readiness Certificate in terms of **Article 19** of the Concession Agreement since the said Project has been completed and successfully tested as per **Schedule O** as stipulated in the said Concession Agreement and is ready for commissioning as provided in the Concession Agreement dated (Date of Agreement) between the said Concessionaire and the Authority. The date of issue of this Readiness Certificate shall be the COD for Project, as defined in the said Concession Agreement.

Dated: \*\*\*\*\*

(Date of issue)

Independent Engineer

a. **PROVISIONAL READINESS CERTIFICATE**

I/We, \*\*\*\*\* (Name of Independent Engineer) acting as Independent Engineer on the project “Implementation of Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg, Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) Basis” through the Concessionaire (Name of the Concessionaire) hereby issue this provisional readiness certificate in terms of **Article 19** of the Concession Agreement dated (Date of Agreement) between the said Concessionaire and the Authority, on request of the said Concessionaire subject to the appended Punch List containing a list of outstanding items since the tests stipulated in **Schedule O** have been successfully carried out and all parts of the Project Facilities can be legally, safely and reliably placed in commercial operations though certain works and things forming part thereof are not yet complete as indicated in the said Punch List. All the items of the said Punch List shall be completed by the said Concessionaire within 90 (ninety) days of the date of issue of this Provisional Readiness Certificate.

Dated: \*\*\*\*\*

(Date of issue)

Independent Engineer

**SCHEDULE V: ESCROW AGREEMENT**

Between

\_\_\_\_\_ Limited (The Concessionaire)

And

\_\_\_\_\_  
An Escrow Bank

And

\_\_\_\_\_  
Gangtok Smart City Development Limited

THIS AGREEMENT (the “**Escrow Agreement**”) is made on the \*\*\*\*\* day of \*\*\*\*\* by and between:

[\*\*\*\*\* LIMITED], a limited liability company incorporated under the provisions of the [Companies Act, 1956 / Companies Act, 2013] and having its registered office at \*\*\*\*\* (hereinafter referred to as the “**Concessionaire**” or “**Company**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns),

and

\*\*\*\*\* and having its registered office at \*\*\*\*\*, (the “**Escrow Bank**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

and

Gangtok Smart City Development Limited, represented by the Chief Executive Officer and having its registered address at Sokaythang, Below ICAR office, Gangtok, Sikkim – 737102, as Employer (the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

**WHEREAS:**

- The Company in undertaking a project for Implementation of Multi-Level Car Parking cum Commercial Development at Old West Point School Area near M.G. Marg, Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) Basis in the city of Gangtok (the “**Project**”).
- The Company has entered into a Concession Agreement dated as of \*\*\*\*\* with the Authority (the “**Concession Agreement**”) wherein the Authority has granted Contract to the Company for the work referred above.
- One of the terms of the Concession Agreement is that the Authority is required to establish an Escrow Account.

NOW IN CONSIDERATION FOR THE PREMISES, IT IS AGREED BY THE PARTIES AS FOLLOWS:

**1. Definitions and Construction**

**1.1. Definitions**

Each capitalized term used herein and not otherwise defined shall have the definition assigned to such term in the Concession Agreement or the Substitution Agreement as the case may be

“**Account**” shall mean the Escrow Account to be opened by the Authority in accordance with this Agreement.

“**Authorized Investment**” shall mean any authorized investments which Company may, from time to time permit the Authority to make in accordance with this Agreement.

“**Business Day**” shall mean any day on which the Nationalised Bank is open for business in Gangtok or in relation to any notice or communication to be made under this Agreement, a day on which Nationalised Bank is open for business in the place of receipt of such notice or communication.

“**Company Account**” shall mean any bank account of the Company, other than the Escrow Account.

“**Enforcement Notice**” shall mean any enforcement procedure commenced by the Authority’s Representative under any of the Documents.

“**Escrow Account**” shall mean an Escrow Account established in terms of and under this Agreement.

“**Escrow Bank**” shall mean a Nationalised Bank where the Escrow Account is being maintained and operated by the Authority, in accordance with this Agreement.

“**Event of Default**” shall mean an event of default as defined and detailed in the Concession Agreement.

“**INR**” means the lawful currency of India.

“**Authority’s Representative**” shall mean Independent Engineer.

“**Nationalised Bank**” shall mean a scheduled bank incorporated in India, whose shareholding either fully or majority is with the Government of India, and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore), and having a branch in the city of Gangtok.

“**Payment Date**” shall mean in relation to any Permitted Payment, the date(s) specified for such payment.

“**Permitted Payment**” shall mean the payments agreed to in this Agreement excluding payment to the Company Accounts as more particularly given in **Clause 3.3.1**.

“**Person**” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

“**Independent Engineer**” shall mean shall mean a reputed Person being a firm, company or a body corporate appointed by the Authority in accordance with **Article 23** of the Concession Agreement.

“**Required Balance**” shall mean on any Payment Date in relation to the Sub-Account of the Escrow Account, an amount in INR which if proportionately built over the months, which would be sufficient to meet Permitted Payment on the Payment Date(s).

**“Security Documents”** shall mean Documents including Earnest Money Deposit, and Development Period Performance Security or Operations Period Performance Security provided by the Concessionaire to the Authority and other incidental or supplemental documents related thereto.

**“Sub-Accounts”** shall mean the Sub-Accounts of the Escrow Account, into which the monies due in relation to Permitted Payment would be credited every month and paid out if due and if not due in a month then appropriated proportionately in such month and retained in the Sub-Account and paid out therefrom on the Payment Date.

**“Year”** shall mean each twelve month period starting from the April 1<sup>st</sup> of the preceding Year and ending on March 31<sup>st</sup> of the respective Year.

## **1.2. Construction**

In this Agreement:

- a. Unless the context otherwise requires, the singular includes the plural and vice versa;
- b. Headings and the use of bold typeface shall be ignored in its construction;
- c. A reference to a Clause, or Schedule is, unless indicated to the contrary, a reference to a clause or schedule to this Agreement;
- d. References to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- e. The words “other” or “otherwise” and “whatsoever” shall not be construed to be as any limitation upon the generality of any preceding words or matters specifically referred to;
- f. References to the word “includes” or “including” are to be construed without limitation;
- g. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, substituted, renovated or assigned from time to time;
- h. The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Clause in which such word may be used;
- i. Words importing a particular gender include all genders;
- j. “Person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, Authority, agency, unincorporated body of Persons or associations;
- k. Any reference to a public organization shall be deemed to include a reference to any successor to such public organization or any organization or entity which has taken over the functions or responsibilities of such public organization;
- l. References to “Party” means a party to this Agreement and references to “Parties” shall be construed accordingly; and
- m. References to any law shall include references to such law as it may, after the date of the Agreement, from time to time be amended, supplemented or re-enacted.

## **2. The Accounts**

### **2.1. Acceptance of appointment of Escrow Bank**

- a. The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to or held by the Escrow Bank pursuant to the terms of this Escrow Agreement. The Escrow Bank shall hold and safeguard the Escrow

Account during the term of this Escrow Agreement and shall treat the amount in the Escrow Account as monies deposited by Company or by the Authority with the Escrow Bank, as agent for the benefit of the Authority or the Concessionaire, or its nominee, successors or assigns, in trust in accordance with the provisions of this Escrow Agreement. In performing its functions and duties under the Escrow Agreement, the Escrow Bank shall act as agent for the Authority.

The Company also hereby declares that all right, title and interest in and to the Escrow Account, the Authorized Investments and Permitted Payments made from the Escrow Accounts shall be vested in the Escrow Bank and held in trust for the Authority through the Authority's Representative, the Company in accordance with the terms of this Agreement and their respective interests provided for herein. Amounts deposited in the Escrow Account from time to time shall be held by the Escrow Bank in trust and received and applied as provided in and in accordance with this Agreement. No Person other than the Authority and the Company shall have the rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

- b. The rights of Company and the Authority in the monies held in the Escrow Account are set forth in their entirety in this Escrow Agreement and Company and the Authority shall have no other rights against or to the monies in the Escrow Account.

## **2.2. Establishment of Escrow Account**

The Concessionaire shall open an Escrow Account in accordance with the provisions of Concession Agreement.

## **2.3. Maintenance of the Escrow Account**

The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to its customers on the balance in the said account from time to time.

## **2.4. Operating procedures**

The Escrow Bank and the Authority shall agree, in consultation with the Concessionaire, on the detailed mandates, terms and conditions and operating procedures for the Escrow Account but in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

## **3. Currency**

- 3.1. The Escrow Account shall be established with the Gangtok Branch of the Escrow Bank. The Escrow Account shall be denominated in INR.

### 3.2. Deposits

#### 3.2.1. The Authority and the Company

- A. Agrees, confirms and undertakes that it shall deposit and/or credit the Escrow Account with:
- i. Equity contribution of the Concessionaire;
  - ii. Any borrowing for the Project;
  - iii. Any other funding raised for the Project;
  - iv. Proceed from Insurance Cover; and
  - v. Termination Payments and other monies paid or disbursed in accordance with the provisions of this Agreement and / or the Substitution Agreement.
- B. May make other deposits of other funds into the Escrow Account at any time. Provided however that the terms of this Agreement shall apply to such other funds deposited in the Escrow Account by the Authority or the Company.

- 3.2.2. The Escrow Bank shall ensure that all interest, if any, on the balances of the Escrow Accounts and interest on Authorized Investments made from the Escrow Accounts shall be credited to or deposited in the Escrow Account.

### 3.3. Withdrawals

- 3.3.1. The Escrow Bank shall withdraw amounts from the Escrow Accounts and appropriate in the following order every month as more particularly given in the Bank Proforma ("**Bank Proforma**") in **Schedule 1** and deposit in the relevant Sub-Account for payments and if not due in a month then appropriately proportionately in such month and retain in the Sub-Account and pay out therefrom on the Payment Date(s):
- a) All taxes due and payable by the Concessionaire on the Project;
  - b) Construction Payment to the Concessionaire;
  - c) O&M Expenses;
  - d) Any payments and Liquidated Damages due and payable by the Concessionaire to the Authority pursuant to this Agreement;
  - e) Independent Engineer's remuneration;
  - f) Any payments and Liquidated Damages due and payable by Authority to Concessionaire pursuant to this Agreement, including Termination claims; and
  - g) Balance in accordance with the instructions of the Concessionaire.

The amounts specified in **Clause 3.3.1(a) to (j)** constitute the Permitted Payments.

For each year, Bank Proforma would be separately provided by the Authority to the Escrow Bank, with the permission of the Concessionaire, not later than 60 (sixty) days prior to the first day of each year.

- 3.3.2. Notwithstanding anything to the contrary contained in this Agreement upon the earlier of:
- i. Issue of Termination Notice;

- ii. Termination of Concession Agreement; or
- iii. The expiry of the Concession Period

All amounts standing to the credit of the Escrow Account shall be appropriated and dealt with in the order, as specified in the **Clause 3.3.1** hereinabove.

### **3.4. Application of Insufficient Funds**

As provided in **Clause 3.3**, the application of funds in the Escrow Account shall be in the serial order of priority set forth therein. If the funds available for payment to the Sub-Accounts are sufficient to pay a portion, but not the entire amount required to be paid to any Sub-Account, the Escrow Bank shall apply such funds in the serial order of priority set forth in **Clause 3.3**, until exhaustion thereof.

If the funds available for payment to the Sub-Accounts are insufficient to make Permitted Payments, the Concessionaire or Authority, as the case may be, and in accordance with the Concession Agreement, shall make such shortfall good from its own budgetary provisions or by any means thereof.

## **4. Authorized Investments**

### **4.1. Power to Invest**

The Escrow Bank shall invest the amounts standing to the credit of any of the Sub-Accounts in Authorized Investments on the instructions of the Company as approved by the Authority's Representative, from time to time, in accordance with the provisions of the Agreement. The Escrow Bank shall not be bound to and shall not make investments under the Indian Trusts Act, 1882, without prior approval of the Authority's Representative.

### **4.2. Procedure for Investments**

- 4.2.1. All Authorized Investments shall be made and/or realized by the Escrow Bank on the instructions of the Authority as approved by the Authority's Representative from time to time, in accordance with the provisions of this Agreement.
- 4.2.2. All documents of title or other documentary evidence of ownership with respect to Authorized Investments made out of any Escrow Account will be held in the custody of the Escrow Bank.

### **4.3. Realizations**

Upon the realization of any investment made under this Clause, the proceeds of realization shall immediately be credited to the relevant Sub-Account by the Escrow Bank or immediately invested in another Authorized Investment in accordance with the Authority's instructions as approved by the Authority's Representative.

#### **4.4. Mandatory Realizations**

In the event that the Authority becomes aware that any Authorized Investment has ceased to be an Authorized Investment, the Authority shall immediately instruct the Escrow Bank on a best effort basis to realize such Authorized Investment on its maturity date or earlier if possible under intimation to the Authority's Representative or the Authority.

#### **4.5. Accounts include Investments**

Any reference in this Agreement to the balance standing to the credit of the Escrow Account shall be deemed to include a reference to the amount of the Authorized Investments in which all or part of, such balance is for the time being invested.

#### **4.6. Interest on Investments**

Any interest or other income received on account of Authorized Investments shall be to the credit of the Escrow Account.

#### **4.7. Enforcement Notice**

On receipt of an Enforcement Notice from the Authority, the Escrow Bank shall realize the Authorized Investments, whether such Investments have matured or not on a best effort basis, and apply the proceeds as directed by the Authority.

### **5. Withdrawals following of Event of Default**

If the Authority notifies the Escrow Bank that an Event of Default is likely to occur or has occurred under the Concession Agreement, and is continuing, then, until such time as the Authority has notified the Escrow Bank that the Event of Default has been cured or waived under the Concession Agreement, the Escrow Bank shall only make withdrawals from the Escrow Accounts, which constitute Permitted Payment and shall not make any payments from the Escrow Account to the Company Accounts.

### **6. Escrow Bank Provisions**

#### **6.1. The Escrow Bank and the Authority**

The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

## **6.2. Particular duties of the Escrow Bank**

### **The Escrow Bank:**

- i. May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority upon a certificate signed by or on behalf of the Authority;
- ii. May, in absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or documents believed by it to be authentic;
- iii. Shall, within 5 (five) Business Days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Company or any other Person hereunder in connection herewith; and
- iv. Shall, within 5 (five) Business Days after receipt, deliver a copy to the Company of any notice or document received by the Escrow Bank from the Authority's Representative in connection herewith.

## **6.3. Segregation of Funds**

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held in the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

## **6.4. Termination**

- 6.4.1. This Agreement shall remain in full force and effect so long as amounts remain outstanding from the Authority in respect of its obligations to the Concessionaire, unless terminated earlier by the mutual consent of the parties or otherwise in accordance with the provisions of this Clause.
- 6.4.2. The Authority, may, by not less than 45 (forty five) days prior notice to the Escrow Bank, and the Concessionaire terminate this Agreement, and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Concessionaire and the arrangements are made satisfactory to the Concessionaire for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

## **6.5. Fees**

The Authority and the Concessionaire shall equally share and pay the Escrow Bank fees in an amount and at such times as may be agreed between the Escrow Bank and the Authority.

## **7. Escrow Agreement Defaults**

- 7.1. If the Authority or the Company is in breach of any of its obligations under this Agreement and, following a notice of default from the Authority's Representative, fails to remedy the same:

- i. In the case of a failure to deposit funds received by the Authority in the Escrow Account, by depositing the same in the Escrow Account within 5 (five) Business Days of receipt of such notice;
- ii. In the case of a failure to deposit funds received by the Company in the Escrow Account, by depositing the same in the Escrow Account within 5 (five) Business Days of receipt of such notice;
- iii. In the case of a breach consisting of causing the Escrow Bank to transfer funds to any Company Account in breach of the terms of this Agreement, by depositing the relevant funds in the Escrow Account or any Sub-Account in which such transfer should have been made within 5 (five) Business Days of receipt of such notice;
- iv. In the case of the breach of the Authority's obligations under **Article 4**, by instructing the Escrow Bank to realize any investment made in breach of **Article 4** within 5 (five) Business Days of receipt of such notice; or
- v. In the case of any other breach, by remedying the same within 5 (five) Business Days to the satisfaction of the Authority's Representative.

7.2. The Authority, Company and the Escrow Bank agree and confirm that any default by either the Authority or the Company or the Escrow Bank in the performance of their respective obligations under this Agreement resulting, in the opinion of the Authority's Representative, in a breach of this Agreement, shall qualify as an Event of Default under the Financing Documents / Security Documents.

## **8. Miscellaneous**

### **8.1. Closure of Accounts**

The Escrow Bank shall, at the request of the Concessionaire made on or after the payment by the Concessionaire of all outstanding amounts under the Financing Documents / Concession Agreement and upon furnishing documents in support thereof, close the Escrow Accounts and pay any amount standing to the credit thereof to the Company.

Notwithstanding anything to the contrary contained in this Agreement, if the Authority shall certify to the Escrow Bank that Concession Agreement has been terminated on account of default of the Concessionaire under this Agreement, all the amounts standing to the credit of the Escrow Account shall be dealt with in accordance with provisions of **Clause 3.3.2**.

### **8.2. Successors and Assignors**

This Agreement shall be binding on and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

### **8.3. No Set Off**

The Escrow Bank agrees not to claim or exercise any right set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Accounts. For the avoidance of doubt, it is declared by the Escrow Bank that the monies and properties held by the Escrow Bank shall not be considered as part of the assets of the Escrow Bank and being

trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

#### **8.4. Notices**

8.4.1. All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The address for service of each Party and its facsimile number is set out under its name on the signing pages hereto. All notices shall be effective upon actual receipt save that where a notice is received after 5:00 pm on a Business Day or on a day that is not a Business Day, such notice shall be deemed to be received on the first Business Day following the date of actual receipt. Without prejudice to the foregoing a Party giving or making a notice or communication by facsimile shall promptly deliver a copy of such notice or communication personally, by courier or mail to the addressee of such notice or communication.

8.4.2. Any party may by notice change the addresses and/or addresses to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

#### **8.5. Waiver**

Failure by any Party at any time to enforce any provision of this Agreement or to require performance by other Parties of any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part of it or the right of the relevant Party to enforce any provision in accordance with its terms.

#### **8.6. Severability**

If any condition, Clause or provision of this Agreement not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.

#### **8.7. Amendments**

No amendment to this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Parties.

#### **8.8. Governing Law**

This Agreement shall be governed by and construed in accordance with Indian Law.

#### **8.9. Regulatory Approvals**

The Escrow Bank shall use its best efforts to procure and shall thereafter maintain and comply with all regulatory approvals required for it to establish and operate the Escrow Accounts. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not be ordinarily granted to the Escrow Bank.

**8.10. Notification of Balances**

7 (seven) Business Days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Company and / or the Authority's Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balance of the Escrow Account as at the close of the business on the immediately preceding Business Day.

IN WITNESS whereof the Company has caused its Common Seal to be affixed hereto and to a triplicate hereof on the date first above written and the Escrow Bank, the Authority and the Company have caused the said triplicate to be executed by the hand of any authorized official.

SIGNED AND DELIVERED BY )

\*\*\*\*\* Within named Escrow Bank )

By the hand of )

An authorized official of the Account trustee )

Address:

Fax Number:

Attention: \*\*\*\*\*

SIGNED AND DELIVERED BY )

\*\*\*\*\* Within named THE AUTHORITY )

By the hand of )

An authorized official of the THE AUTHORITY )

Address:

Fax Number:

Attention: \*\*\*\*\*

THE COMMON SEAL OF \*\*\*\*\* )

has pursuant to the Resolution )

of its Board of Directors passed in that behalf on )  
the \*\*\*\*\* day of \*\*\*\* 20\*\*\* hereunto been )  
affixed in the presence of \*\*\*\*\* and \*\*\*\*\* )  
Directors who have signed these presents in token )  
thereof and Secretary / authorized person who has )  
counter signed the same in token thereof )

Address:

Fax Number:

Attention: \*\*\*\*\*

**Schedule 1: Bank Proforma**

## **SCHEDULE W: DIVESTMENT REQUIREMENT**

### **Divestment Requirements**

- a. **Upon Expiry Date, the Concessionaire shall comply with and conforms to the following Divestment Requirements:**
- i. Notify to the Authority forthwith the location and particulars of all Project Facilities;
  - ii. Deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances;
  - iii. Cure all Project Assets for all defects and deficiencies so that the Multi-Level Car Parking and Commercial Development are complaint with the Project Requirements; provided that in the event of Termination during the Development Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
  - iv. Deliver and transfer relevant records, reports, intellectual property and other licenses pertaining to the Multi-Level Car Parking and Commercial Development and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' drawings as on the Expiry Date. For the avoidance of the doubt, the Concessionaire represents and warrants that the intellectual property delivered hereunder shall be adequate and complete for the design, construction, operation and maintenances of the Multi-Level Car Parking and Commercial Development and shall be assigned to the Authority free of any Encumbrance;
  - v. Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
  - vi. Execute such deeds of conveyance, documents and other writing as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Multi-Level Car Parking and Commercial Development, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims, to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
  - vii. Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Multi-Level Car Parking and Commercial Development, free from all Encumbrances, absolutely onto the Authority or to its nominee.
- b. Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

### **2. Inspection and cure**

Not earlier than 90 (ninety) days prior to Expiry Date but not later than 30 (thirty) days prior to the effective date of such Expiry Date, or in the event of earlier Termination of this Agreement,

immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Engineer shall verify, after giving due notice to the Concessionaire specifying the time, date and venue of such verification and/or inspection, compliance by Concessionaire's with the O&M requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any in the O&M requirements shall be cured by the Concessionaire at its cost and the provisions of defects liability after termination shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under the divestment of rights and interest.

### **3. Cooperation and assistance on transfer of Project**

- a. The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Consumers, other members of the public or the lawful occupiers of any part of the Project Site.
- b. The Parties shall provide to each other, 6 (six) months prior to the Expiry Date and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the transfer date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, or nominee may reasonably require for operation of the project until the expiry of 6 (six) months after the transfer date.

### **4. Vesting Certificate**

The divestment of all rights, title and interest in the Multi-Level Car Parking and Commercial Development shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a Vesting Certificate, which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Multi-Level Car Parking and Commercial Development, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Multi-Level Car Parking and Commercial Development on the footing that all Divestment Requirements have been complied with by the Concessionaire.

### **5. Divesting costs etc.**

- a. The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Multi-Level Car Parking and Commercial Development in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

- b. In the event of any dispute relating to matters covered by and under this **Schedule W**, the Dispute Resolution Procedure shall apply.

a. **VESTING CERTIFICATE**

Gangtok Smart City Development Limited, having its office at [write address], (the "**Authority**") refers to the Agreement dated \*\*\* (the "**Agreement**") entered into between the Authority and \*\*\*\* (the "**Concessionaire**") for "Appointment of the Concessionaire for Development of Multi-Level Car Parking and Commercial Development at Old West Point School Area near M.G. Marg Gangtok on Design, Build, Finance, Operate and Transfer (DBFOT) basis" (the "**Project**").

The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in **Clause 35.2** of the Concession Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the divestment requirements and/or relieving the Concessionaire in any manner of the same.

Signed this \*\*\* day of \*\*\*, 20\*\* at [\*\*\*].

AGREED, ACCEPTED AND SIGNED, SEALED AND DELIVERED

For and on behalf of  
CONCESSIONAIRE by:

and on behalf of  
AUTHORITY by

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

## **SCHEDULE X: SAFETY REQUIREMENTS**

### **1 Guiding principles**

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Multi-Level Car Parking, irrespective of the person(s) at fault.
- 1.2 Users of the Multi-Level Car Parking include staff of the Concessionaire and its Contractors working on the Multi-Level Car Parking.
- 1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 1.4 Safety Requirements include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, with particular reference to the Safety Guidelines specified in **Annex-I** of this **Schedule X**.

### **2 Obligations of the Concessionaire**

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- a) Applicable Laws and Applicable Permits;
- b) Manual for Safety, issued by the Authority;
- c) Provisions of this Agreement;
- d) Relevant Standards/Guidelines contained in internationally accepted codes;  
and
- e) Good Industry Practice.

### **3 Appointment of Safety Consultant**

For carrying out safety audit of the Multi-Level Car Parking under and in accordance with this **Schedule X**, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the "**Safety Consultant**").

### **4 Safety measures during Development Period**

- 4.1 No later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project
- 4.2 The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "**Safety Drawings**"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of viaducts, tunnels, elevated structures and

Multi-Level Car Parkings along with other incidental or consequential information. The Safety Consultant shall review the design details and forward three copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

- 4.3 The design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Multi-Level Car Parking. The safety audit shall be completed in a period of three months and a report thereof (the “**Safety Report**”) shall be submitted to the Authority, in five copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.
- 4.4 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Multi-Level Car Parking, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of the Authority, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of **Schedule-C or Schedule-D**, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.
- 4.5 Without prejudice to the provisions of Paragraph 4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify; provided that any works or services required to be undertaken hereunder shall be governed by the provisions of this Agreement.

## **5 Safety measures during Development Period**

- 5.1 A Safety Consultant shall be appointed by the Authority, no later than 6 (six) months prior to the Scheduled Project Completion Date, for carrying out a safety audit of the completed Construction Works.
- 5.2 The Safety Consultant shall study the Safety Report for the Development Period and inspect the Multi-Level Car Parking to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional safety measures, if any, that are considered essential for reducing accident hazards on the Multi-Level Car Parking. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this **Schedule X**.

- 5.3 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road users in accordance with Applicable Laws and Good Industry Practice for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

## **6 Safety measures during Operation Period**

- 6.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.
- 6.2 The Concessionaire shall establish a Multi-Level Car Parking Safety Management Unit (the “**MLCPSMU**”) to be functional on and after COD, and designate one of its officers to be in-charge of the MLCPSMU. Such officer shall have specialist knowledge and training in Multi-Level Car Parking safety by having attended a course conducted by a reputed organisation on the subject.
- 6.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Multi-Level Car Parking. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police. The information so collected shall be summarised in the form prescribed by the Authority for this purpose. The Concessionaire shall also record the exact location of each accident on a route map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.
- 6.4 The Concessionaire shall submit to the Authority before the 31<sup>st</sup> (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 6.1 of this **Schedule X** for averting or minimising such accidents in future.
- 6.5 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Multi-Level Car Parking. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made in the Multi-Level Car Parking. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this **Schedule X**.

## **7 Costs and expenses**

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with the Concession Agreement, and in particular, the remuneration of

the Safety Consultant, safety audit, and costs incidental thereto, shall be met out of the safety fund.

## Annex - I (Schedule X)

### Safety Guidelines

**Safe movement:** In the design, construction and operation of Multi-Level Car Parkings, particular care shall be taken to ensure safety of Users in entry and exit; while waiting, boarding or alighting. This shall include facilities for safe and efficient evacuation in case of emergency.

**System integrity:** In the design of power supply, signalling, circuits and equipments, particular care shall be taken to minimise the likely incidence of failure.

**Restoration of service:** The Multi-Level Car Parking shall be designed such that in the event a fault occurs, a limited service can be provided within a few minutes by isolation of the affected area or equipment, to the extent possible.

**Safety management:** A safety statement shall be prepared by the Concessionaire once every quarter to bring out clearly the system of management of checks and maintenance tolerances for various assets and compliance thereof. The statement shall also bring out the nature and extent of, staff training and awareness in dealing with such checks and tolerances. Two copies of the statement shall be sent to the Independent Engineer within 15 (fifteen) days of the close of every quarter.

**Safety equipment:** The following equipment shall be provided at Multi-Level Car Parking:

- a) Fire extinguishers and fire alarms at the appropriate locations on the platforms;
- b) two fire extinguishers in the Station office;
- c) two stretchers and two standard first aid boxes; and
- d) such other equipment as may be required in conformity with Good Industry Practice.

**Emergency:** A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a Disaster Management Manual to be prepared and published by the Concessionaire prior to COD.

**Fire safety:** The Concessionaire shall adopt provisions of the National Fire Protection Association (NFPA) 130 standard for fixed guideway transit.7.2 To prevent fire in the visitor areas, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.

Emergency exit should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the Multi-Level Car Parkings in case of emergency.

Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. In complying with the provisions of this Clause the possibility of poor visibility due to smoke shall be duly taken into account.

All notices and signages shall be uniform and standardised.

**User safety and information system:**

- The Concessionaire shall provide the MLCPSMU with the facilities required for supervising Visitor areas and shall provide visual information to Users, both onboard and on the Multi-Level Car Parkings. The Concessionaire shall also provide one-way communication to Users at the Multi-Level Car Parkings through a Public Announcement (PA) system. The User call points should be located on all platforms at convenient locations to allow Users to contact the MLCPSMU in emergencies.
- The User information system shall comprise dynamic visual displays and loudspeakers.

**SCHEDULE Y: DRAFT LEASE DEED**

THIS LEASE DEED (hereinafter referred to as the "Lease Deed") is made on this the ..... day of ..... 20..... at Gangtok;

**BY & BETWEEN**

Gangtok Smart City Development Limited, a special purpose vehicle company which came into being under the provisions of the Companies Act, 2013, and formed for the sole purpose of implementation of the smart city mission at the city level in Gangtok, Sikkim, (hereinafter referred to as the "**Authority**" or the "**Lessor**") which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) and represented herein by Mr.-----, authorised vide Authority letter No.-----, dt.----- -- of the **FIRST PART**;

AND

\_\_\_\_\_ (PAN No.\_\_\_\_\_) Age \_\_\_\_ years,  
Resident

\_\_\_\_\_ of the **SECOND PART**;

(hereinafter referred to as the "**Lessee**" which expression shall, unless it be repugnant to the context or meaning thereof, include his/her heirs, executors, successors)

(Note: the aforesaid title shall change based on the entity of the Lessee i.e. Company/Partnership Firm/LLP/HUF/Trust/Individual, etc.)

WITH

-----, a Company incorporated under the provisions of Companies Act, 2013, (PAN NO.-----) having its registered office at; -----PIN----- (hereinafter referred to as the "**Concessionaire**" or the "**Confirming Party**" which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) represented herein through Mr. -----Authorized Signatory, as authorized vide Board Resolution dated - -----2018, of the **CONFIRMING PARTY**;

For the sake of convenience, the Parties of the First, Second and the Confirming Party shall be hereinafter collectively referred to as the Parties and individually as a Party.

**WHEREAS:**

- A. The Authority has decided to implement the Project through private sector participant on the Design, Build, Finance, Operate and Transfer (DBFOT) basis. The Project comprises, subject to the terms and conditions of the Concession Agreement, the development, design, financing, construction, operation and maintenance of the Project Facilities by the private sector participant during the Concession Period (30 years) including the right to

develop, design, finance, construct and maintain the Commercial Development (as defined hereinafter) and to undertake the marketing, booking and allotment of built up area therein and to demand, charge, collect, retain and appropriate the User charges and the Premia.

- B. The Authority is the owner of land bearing Survey No.-----, admeasuring [xxx] sqm (approximately) located in Village -----, Tehsil-----, District Gangtok, Registration, hereinafter referred to as the “**Land**”, as more particularly described in **Appendix-I** hereto.
- C. Authority undertook a transparent competitive bidding process and issued a Request for Proposal in [date] inviting bids for the Project and selected M/s. -----as the Preferred Bidder and the said Preferred Bidder has subsequently incorporated the Concessionaire as SPV as per terms of Concession Agreement to implement the aforesaid Project.
- D. By virtue of a Concession Agreement dated -----entered into between the Lessor and the Confirming Party (as the **Concessionaire** therein) (the “**Concession Agreement**”), the Lessor herein granted the development rights unto the Concessionaire in respect of the development of the said Project over the said Land in accordance with the terms and conditions and the manner set out in the Concession Agreement.
- E. Authority conferred upon the Concessionaire the rights to develop the Project on a design, build, finance, operate, maintain and Transfer basis (“**DBFOT**”) inter alia the rights to build, develop, construct, finance, design, operate and maintain the (i) Multi-Level Car Parking Facilities and (ii) the Commercial Development to be developed on the said Land in accordance with the terms and conditions and the manner and for the consideration set out in the said Concession Agreement.
- F. The Lessee herein being in need of commercial space for its business had approached the Concessionaire with a view to take on lease a Unit(s) in the Commercial Development (CD) of the said Project and by virtue of an Allotment Letter/Agreement to Lease dated \_\_\_\_\_, entered into between the Concessionaire and the Lessee herein, the Concessionaire has agreed to allot the Unit(s) no. \_\_\_\_\_ (Unit No. \_\_\_\_\_ as per plan approved by -----) located on the \_\_\_\_\_ Floor of the said CD within the said Project (hereinafter referred to as the “**Leased Premises**” and as more particularly described in the **Appndix-II** hereunder written and as delineated in the CD Building plan annexed hereto in **Annexure-[ ]**) in accordance with the terms and conditions as well as the manner and for the consideration set out therein (hereinafter referred to as the “**Allotment Letter**”/“**Agreement to Lease**”. Annexed as **Annexure [ ]** herein.
- G. The Concessionaire has been conferred with the Floor Area Ratio (“**FAR**”) as provided in the Concession Agreement and the same has been duly approved by Gangtok Smart City Development Limited (“**Approved Plans**”) a copy whereof is annexed hereto as **Annexure-[ ]** hereto) for construction of said Project.
- H. In pursuance to the issuance of the Commencement Certificate, the Concessionaire has, vide its entitlement to develop under the Concession Agreement, has undertaken the development of the said Project as per the Approved Plans and upon duly completing the

construction and development thereof the said Project, the Gangtok Smart City Development Limited has issued the completion certificate (a copy whereof is annexed hereto as **Annexure-[\_\_\_]**) hereto.

- I. The Lessee is aware that during the Concession Period, the Concessionaire itself or through its designated Firm/agency shall be entitled to undertake the operation and maintenance of the CD including Soft Services and Engineering services (as applicable) and all other services with respect to the CD Common Areas. For such purpose, the Concessionaire shall be entitled to enter into maintenance agreements with the Lessees (hereinafter referred to as the “**Maintenance Agreement**”) in CD on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the escrow account (the “**Escrow Account**”) opened by the Concessionaire in accordance with the provisions of the Concession Agreement, for undertaking such maintenance. Such maintenance charges shall be payable by the Lessees directly to the Escrow Account and utilised for the maintenance services in accordance with the provisions of the Maintenance Agreement. The Lessee further agrees that the Concessionaire shall handle and redress the complaints and grievances of the Lessees in respect of the maintenance of the CD.
- J. The Lessee is aware that the Concessionaire shall ensure that the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and ensuring that the applicants/allottees sign membership forms and the Lessee has agreed to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CD within the said Project.
- K. The Concessionaire has represented, assured and warranted that the Concessionaire has complied with all its obligations as set out in the Concession Agreement and has absolutely acted within the rights and powers conferred on the Concessionaire in the Concession Agreement and has, independently from the Lessor herein, introduced and explained the said Project, including the said CD to the Lessee and, pursuant to its negotiations and discussions with the Lessee herein in that regard, the Lessee has, been issued Allotment Letter/ entered into Agreement to Lease (as applicable), independently with the Concessionaire and had agreed to take the Leased Premises on lease and enter into this Lease Deed herein and that the Concessionaire indemnifies and shall keep indemnified the Lessor for any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any default, breach, delay or violation of Applicable Laws and any of the conditions and obligations on part of the Concessionaire as set out in the said Concession Agreement, this Lease Deed, the said Agreement to Lease that have been entered into or agreed upon in relation to the Leased Premises as well as in relation to the use of the CD Common Areas including the Parking Areas in the CD of the said Project Facility.
- L. The Lessee has represented that he/she/it has satisfied himself/herself/itself adequately in respect of the concept, designing, application and implementation of CD inter alia the Leased Premises, CD including the CD Common Areas, the Approvals (as defined

hereinafter) so far granted by the Competent Authorities, the documents referred to herein in the recitals. The Lessee has also conducted Project Facility & CD site visit and acquainted himself/herself/itself with the site & state of the said CD and Project Facility and the layout of the Leased Premises as well as the CD including the CD Common Areas and has also adequately satisfied himself/herself/itself inter alia in respect of the Premia, Lease and all types of other costs/levies/charges/dues/taxes etc. and/or such other details and information and documents in relation to the Leased Premises in the said CD on or before the execution of this Lease Deed and only pursuant to an independent verification and due diligence, the Lessee has taken the decision to take the Leased Premises on leasehold basis and has entered into this Lease Deed.

- M. The Parties understand that the development of the said Project is subject to the regulations and the terms and conditions as set out in the Concession Agreement and other approvals, permissions, certificates, plans, designs and specifications, approved and sanctioned by any Government Agency ("**Approvals**"). For the purposes of this Lease Deed, Government Agency shall mean any Government Authority, Central or State, statutory body, local authority, Gangtok Smart City Development Limited or any authority designated under any enactment or rules made thereunder for approving and regulating the development and construction of the said Project.
- N. Based on the above, the Parties are now desirous of executing this Lease Deed to record the terms and condition and the consideration as well as the manner in which the Lessor herein has agreed to give the Leased Premises unto the Lessee on Leasehold basis in the manner set out herein under and the Concessionaire has executed this lease deed as the Confirming Party with a view to confirm all the terms, conditions and manner in which the leasehold rights in the Leased Premises have been granted in favor of the Lessee herein.

**NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

## **1. INTERPRETATION & DEFINITIONS**

### **1.1 INTERPRETATION**

In this Lease Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Lease Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there-under and shall not be used in and shall not affect the construction and interpretation of this Lease Deed;
- iv. Terms and words beginning with capital letters and defined in this Lease Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/ Appendix and used therein shall have the meaning ascribed thereto in Annexure/ Appendix;

- v. Words “include” and “including” are to be construed without limitation;
- vi. Any reference to “day” shall mean a reference to a calendar day; any reference to “month” shall mean a reference to calendar month;
- vii. Annexure, Plans and Appendix to this Lease Deed form an integral part of this Lease Deed and will be in full force and effect as though they were expressly set out in the body of this Lease Deed;
- viii. Reference to this Lease Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Appendix, Annexure in this Lease Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Appendix, Annexure of or to this Lease Deed;
- x. Any reference to any period commencing “from” a specified day or date and
- xi. “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Lease Deed is not a business day, then the period shall run until the end of the next business day;
- xii. Wherever in this Lease Deed provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report or determination by any Party and/or expert unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report of determination shall be in writing under the hand of the duly authorized representative of such Party and/or expert in this behalf.
- xiii. Unless otherwise provided, any interest to be calculated and payable under this Lease Deed shall accrue on annual basis and from the respective due dates as provided for in this Lease Deed;
- xiv. Any word or expression used in this Lease Deed shall unless defined or construed in this Lease Deed, bear its ordinary English meaning;
- xv. Any term/phrase/definition used in this Lease Deed and relating to the provisions set out in the Concession Agreement shall be construed to have the meaning provided in the Concession Agreement
- xvi. Precedence, Errors/Discrepancies

This Lease Deed and all other documents forming part of this Lease Deed are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Lease Deed, in the event of any conflict or inconsistency between them, the terms and conditions set out in this Lease Deed shall prevail in relation to the lease of the Leased Premises in favor of the Lessee herein.

## 1.2 DEFINITIONS

- i. “**Applicable Laws**” means any statute, ordinance, notification, rule, regulation, Judgement, order, decree, bye-law, approval, permits, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Rajasthan, by any Government Agency or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.
- ii. “**CD**” or “**Commercial Development**” means the Commercial Development, comprising built up area (shops, offices etc.) and the CD Common Areas (as defined hereinafter)

along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (above the Multi-Level Car Parking Facility and as a separate building/structure constructed on a stand alone basis) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.

- iii. **"CD Common Areas"** shall comprise of the passage, wash/toilets areas, stairs, atrium, Utility/STP areas and Infrastructure facilities and amenities such as escalators, lifts, landscaping, basement, compound walls, façade, the green areas, internal roads, landscape structures etc. within the CD and in relation thereof;
- iv. **"Concession Period"** means the period commencing from [Date-----] and extending for a period of [to be inserted later] years from such date or the earlier termination or any extension of the Concession Agreement in terms thereof. For the avoidance of doubt, the Concession Period shall include the Construction Period of eighteen months or any extension thereof as per terms of Concession Agreement.
- v. **"GOS"** means the Government of Sikkim, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Rajasthan and its administrators, successors and assigns;
- vi. **"Management Body"** shall mean and include any legal entity including an association of persons, society, company comprising of the lessees of the premises leased in the CD incorporated prior to/ by the Transfer Date for the purpose of operation, management, maintenance and upkeep of the CD Common Areas for a period commencing from the Transfer Date till the subsistence of this Lease Deed; the Management Body shall come in to existence only in the event of termination of Concession Agreement prior to expiry of Concession Period by efflux of time.
- vii. **"Premia"** or **"Premium"** means the amounts of money that the Concessionaire, subject to the provisions set out in the Concession Agreement, demanded, charged, collected, retained and appropriated from the applicants (persons making bookings)/allottees/lessees /other persons in respect of the built up areas in the CD at the market driven rates determined by the Concessionaire;
- viii. **"Project"** or **"Project Facilities"** shall mean, subject to the provisions set out in the Concession Agreement, the (i) development, financing, design, construction, operation and maintenance of the Project Facilities on the said Land and all activities incidental thereto such as engineering, testing commissioning and insurance; (ii) demanding, charging, collecting, retaining and appropriating of User Charges by the Concessionaire in respect of the Multi-Level Car Parking Facility (iii) transfer of the Multi-Level Car Parking Facility to the Authority on the Transfer Date; (iv) the marketing, booking and allotment of the built up areas comprising the Commercial Development by the Concessionaire and demanding, charging, collecting, retaining and appropriating the Premia for such areas from the applicants (persons making bookings)/ allottees/ lessees/other persons, the leasing of such areas and maintenance thereof in accordance with the provisions hereof;
- ix. **"Soft Services and engineering Services"** means the CD Utilities, BMS Control Room, CD common area CCTV Surveillance, CD Engg Services, including Common DG, Common Central Air-conditioning Chillers and its supply network, Common HT/LT Transformer and Panels, common plumbing/drainage and water supply network monitoring and maintenance, CD Common area Engg services, monitoring and

maintenance administration set-up, CD Common area management accounting and auditing, CD common area related legal and statutory compliances etc.

- x. “**Transfer Date**” means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms set out in the Concession Agreement;

Any term used in this Lease Deed that may/shall have not been specifically/expressly defined herein (including the terms defined in clause 1.2 and at other places in this Lease Deed), then the meaning thereof shall be construed to have been defined in the Concession Agreement.

## 2. GRANT OF LEASE

1.1 In consideration of the Premia of Rs. \_\_\_\_\_ (In words Rs. \_\_\_\_\_) paid by the Lessee in the Escrow Account in the manner set out in the receipt annexed hereto in **Annexure-[ ]** and the payment of the Lease (as defined hereinafter) hereby reserved to be made by the Lessee to the Lessor as set out hereinafter and subject to the terms, covenants and agreements on the part of the Lessee as contained herein, the Lessor hereby grants the lease unto the Lessee herein of the Leased Premises comprising of the Leased Premises bearing Unit(s) no. \_\_\_\_\_ (Unit No. \_\_\_\_\_ as per approved plan located on the \_\_\_\_\_ floor, of the Commercial Development (as more particularly described in the **Appendix-II** hereunder written and as delineated in the CD plan annexed hereto in **Annexure-[ ]**) developed on the said Land in the said Project together with easements, privileges, rights, advantages and appurtenances as described and delineated CD Plan annexed herein **Annexure-[ ]** and whatsoever thereto EXCEPT AND RESERVING unto the Lessor all the mines and minerals in an under the Said Land or any part thereto TOGETHER WITH full and free right and liberty for the Lessee, its successors in title and assigns, employees, agents and servants authorized by the Lessee for the term of the Lease as agreed herein at his/her/its will and pleasure for all permitted purposes under law free ingress to and egress from the Leased Premises and TO HAVE AND TO HOLD all and singular the Leased Premises hereby leased UNTO AND TO THE USE and benefit of the Lessee, its successors in title and assigns however SUBJECT TO the terms herein contained.

1.2 The vacant and peaceful possession of the Leased Premises has been handed over to the Lessee simultaneous to the execution hereof and subject to the Lessee complying with all his obligations under this Lease Deed the Lessee shall hereinafter be fully entitled to quietly and peacefully possess, occupy and utilise the Leased Premises for its commercial permissible use without any hindrance, interruption, eviction or claim of whatsoever nature from the Lessor and/or the Concessionaire or any person or persons claiming through, under or in trust for the Lessor and/or the Concessionaire.

1.3 The Lessee represents, undertakes and warrants that he/she/it expressly understands and agrees that:

- i. Vide this Lease Deed or any other document, deed or writing that may have been executed in favor of the Lessee herein in respect of the Leased Premises, the Lessor has granted in favor of the Lessee the leasehold rights in the Leased Premises strictly in the manner and subject to the terms set out herein and that this Lease Deed shall

not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee;

- ii. Upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of Lessor without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and the said Land in the manner it may deem fit without any restriction with any other person;
- iii. The ownership of the said Land at all times hereinafter shall remain with the Authority while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein and nothing in this Lease Deed shall directly or indirectly create any ownership rights of the Lessee of whatsoever nature in the said Land and / or the Leased Premises save and except for the leasehold rights detailed above;
- iv. The Lessee shall not put forth any independent or exclusive claim, right or title over the said Land or any part thereon on which the said CD is constructed including the CD Common Areas and it is hereby specifically agreed and declared that the said Land shall be held and owned at all times by the Authority and CD Common Areas shall be enjoyed jointly by all the lessees of the various units/ premises in the CD;
- v. It is hereby clarified and agreed to by and between the Parties that the terrace and terrace rights, rights of further construction on, in and around the said Project Facility and the said CD shall belong only to the Lessor and or any person nominated by the Lessor and the Lessee and / or the Concessionaire shall not have any right, title or claim thereon and such terrace(s) shall not be used for purpose(s) of any commercial benefits to the Lessee and the Concessionaire also agrees, undertakes and represents that it shall also not be entitled to such benefits thereof. The Lessor shall have absolute rights to deal with the same in any manner he deems fit without requiring any approval from the Lessee in any manner whatsoever and the Lessee shall not be entitled to raise any objection against the Lessor and/or its nominee in respect thereof. For sake of clarity, the Lessor will permit the Concessionaire / Management Body only for the requirement to use the areas in terrace of CD for common services for the purpose of mounting of utility services, telecom antenna, V-Set antenna.
- vi. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it may be made abundantly clear that the Concessionaire does not possess any right or title or interest in the said Land except for the limited rights as the Concessionaire during the Concession Period and in the manner set out in the Concession Agreement.

### 3. LEASE TERM

- i. The Lessor hereby grants on lease the Leased Premises bearing Premises no. \_\_\_\_\_, (Unit No. \_\_\_\_\_ as per approved plan located on the \_\_\_\_\_ Floor of the said CD known as "-----" (as more particularly described in the **Appendix-II** hereunder written and as delineated in the CD plan annexed hereto in **Annexure- [ ]**) for a period of -----years and -----months commencing from Date; -----and ending on ----- both days inclusive (hereinafter called the "**Lease Period**") unless terminated earlier as per the terms of this Lease Deed, subject to and upon the terms

and conditions herein contained. The Lease Period shall in no case exceed the date of expiry of Concession Period by efflux of time.

- ii. Upon expiry of the Lease Period, this Lease Deed shall come to an end and the Lessee and/or the sub lessee and/or the subsequent transferee/assignee shall without any demur or delay remove all the goods and other belongings and hand over the vacant and peaceful possession of the Leased Premises in a good and tenable condition simultaneously upon expiry of the Lease Period absolutely free from any third party charge, lien, encumbrance, dispute, claim, objection, litigation at the cost of the Lessee and/or the sub lessee and/or the subsequent transferee/assignee whosoever may be in the occupation or entitlement of the Leased Premises unto the Lessor or its nominee.

#### 4. PREMIA

- i. In pursuance of the above and in consideration of the demise of the Leased Premises, the Lessee has paid unto the Concessionaire an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as Premia in respect of the Leased Premises as set out in **Annexure-[ ]**; and
- ii. The Lessee hereby admits that the said Premia amount or any interest or any part of the same shall not be claimed by the Lessee from the Lessor during the subsistence and upon expiry or earlier termination of this Lease Deed for any reasons whatsoever. The Lessor is under no obligation to entertain any claim from Lessee in this regard.

#### 5. LEASE

- i. Over and above the Premia of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) paid by the Lessee to the Concessionaire, by way of depositing in the Escrow Account, being the Confirming Party herein (the receipt whereof the Concessionaire doth hereby admit and acknowledge) as herein above mentioned and as agreed in the Agreement to Lease, Lessee shall pay unto the Lessor annual lease at the rate of Rs. 1.00 (Rs one) per square metre per month for the commercial built up leased to it/him/her. The lease for each block of three years or part thereof, as the case may be, shall be payable in advance for each block by the Lessee to Lessor in lump sum amount on or before the due date thereof. Lessor shall issue receipt for the same.
- ii. In the event of the Lessee defaulting in payment of the Lease within seven days of the due date, the amounts thus due for payment shall attract interest calculated @ State Bank of India Benchmark Prime Lending Rate ("**SBI PLR**") plus 2% additional charges per annum from original due date of the payment till the date of actual payment. However, in the event of the delay in such payment of the Lease by the Lessee to the Lessor during the 30 (thirty) days notice of termination issued by the Lessor, the Lessor shall be entitled to terminate this Lease Deed in accordance with **Clause-14** below.

#### 6. MAINTENANCE OF CD & MANAGEMENT BODY

- i. The Lessee agrees & accepts that, the Confirming party, for the Concession period, shall be responsible to undertake & manage the operation and maintenance activities of CD including the CD Common Areas by itself or through appointment of sub-contractors/ management agencies (in terms of management/ sub-contracts) in accordance with good industry practice and to handle and redress the complaints and grievances of the Lessees in respect of the maintenance of the CD. It is further agreed

that Authority shall not be responsible or accountable for any issues or consequences arising therefrom in any manner whatsoever.

- ii. The Concessionaire shall, during the Concession Period, be entitled to enter into Maintenance Agreement with the Lessees in CD on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance and terms and conditions of such Maintenance Agreement shall in no manner be inconsistent with or violate any terms or conditions or provisions of the Concession Agreement and this Lease Deed. In the event the Lessee defaults in respect of payment of maintenance charges to the Concessionaire through Escrow Account, Authority shall, either on its own or on the advice of Concessionaire, terminate the Lease Deed entered in to with the Lessee.
- iii. In the event of termination of Concession Agreement prior to expiry of Concession Period by efflux of time, the Lessee is aware that the Concessionaire shall ensure that the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and further ensure that the applicants/allotees sign membership forms and the Lessee agrees to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body and agrees to comply with and adhere to with all the model bye laws, regulations as may be formulated / framed by the Concessionaire and/or the Management Body from time to time, for the purpose of operation and maintenance of CD Common Areas in the CD. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CD within the said Project. Such Management Body, shall be empowered to carry out all works related to operation and maintenance and frame/ amend the Bye Laws, governing rules and regulations as framed by the Concessionaire, or amended from time to time and the Lessee shall at all times during the pendency of this Lease Deed be required to adhere to and comply with such arrangements, governing rules and regulations thereof.
- iv. The Lessee further agrees and acknowledges that the Concessionaire shall following the construction and completion of the CD in full or part and until the end of the Concession Period, undertake the operation, maintenance and management of the parking lots in the CD within the said Project as per the site plan/approved building plans by itself or through parking contractors, and charge, through Escrow Account, collect the parking charges relating thereto at the market driven rates.
- v. Notwithstanding anything provided to the contrary herein, the Lessee herein agrees that any breach by the Lessee of any of the terms and conditions outlined herein in this Clause could cause severe damage to the Concessionaire or the Management Body, as the case may be, and /or to the other Lessees /Occupiers of the CD and to the said CD triggering material breach of terms of this Lease Deed.
- vi. The Lessee and the Concessionaire herein agree that the Lessor herein is fully indemnified against any issue or matter arising at any point of time during the Lease Period.
- vii. The Concessionaire and the Management Body upon its formation, under prior intimation to the Lessor, will decide mutually the terms and conditions of handing over the operation and maintenance of CD including the Parking Areas in the CD to the Management Body.
- viii. Subject to the provisions hereof, the maintenance of CD (including operation of parking lots therein) shall be carried out under the oversight of the O&M Steering Committee

(formed as per the Concession Agreement) following its establishment pursuant thereto during the Concession Period.

- ix. The electric meter for each of the leased premises in the CD shall be transferred/obtained in the name of the respective lessees of such leased premises in the said CD, while the common area electric meter/s in respect of the said CD shall be separate under the direct responsibility of the Concessionaire or the Management Body, as the case may be. The Lessee herein shall be bound to make full and timely payments in relation to their respective usage/consumption of power in the Leased Premises directly to the service provider as applicable.

## **7. STATUTORY PAYMENTS & STAMP DUTY, REGISTRATION FEES & OTHER CHARGES**

### **7.1 STATUTORY PAYMENTS**

- i. The Lessee and/or the Sub Lessee and/or the subsequent Transferee, as the case may be who is legally entitled to the occupation and possession of the Leased Premises, shall from time to time or at all times pay and discharge all rates, taxes, Municipal/local Authority Tax, duties, levies, charges and assessments of every description, fines, penalties and outgoings which after execution of this Lease Deed and during its continuance be assessed, charged or imposed in respect of the Leased Premises leased to/occupied by him/or in relation to the business activities carried out thereat or on the landlord, tenant or occupier in respect thereof directly to the relevant/Government Agency(ies) as applicable inter alia the Gangtok Smart City Development Limited, Gangtok Smart City Development Limited or the concerned government instrumentality.
- ii. The Lessee and the persons claiming through or under him/her/it shall be liable to make timely payment unto the concerned competent authorities in respect of the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates including the penalties and fines for delay or default in payment applicable from time to time in respect of the Leased Premises and indemnify and keep indemnified the Lessor as well as the Concessionaire or the Management Body, as the case may be, in this behalf.
- iii. The Lessee shall directly and timely make the payment of Municipal/local Authority Tax under various heads, including the Cess and duties therein, in respect of the Leased Premises and the Appurtenant Areas exclusively assigned, used and occupied by the Lessees in the CD as more particularly described in the **Annexure** \_\_\_ attached hereto;

### **7.2 STAMP DUTY, REGISTRATION FEES & OTHER CHARGES**

- i. This Lease Deed is required to be compulsorily registered under the applicable law. It has been agreed that the Lessee shall be liable to solely bear the applicable stamp duty and registration fees along with the incidental expenses thereto and any stamp duty;
- ii. The Lessee shall be required to pay an amount equivalent to Rs.5000/- (Rupees Five Thousand only) as onetime administrative charges to the Lesser and an amount of Rs.10000/- (Rupees Ten Thousand only) as the Legal and documentation Charges, to the Lessor on or before the execution of this Lease Deed together with the applicable service charge, if any;

- iii. Lessor in no manner shall at any time hereinafter be responsible for any liability of the stamp duty or registration charges or penalty thereof or any other taxes, charges, costs or payments that may be required to be paid pertaining to the rights conferred on the Concessionaire under the Concession Agreement or otherwise and/or allotment of the Leased Premises by the Concessionaire unto the Lessee against the payment of the Premia made by the Lessee to the Concessionaire as aforesaid.

## **8. SUB LET & TRANSFER/ASSIGN**

The Lessee shall be entitled to sublet or transfer/assign the lease hold rights in the Leased Premises in favor of the third party strictly in the manner set out herein under: -

### **8.1 SUB LET**

- i. The Lessee shall be entitled to sub-let the Leased Premises leased to him under this Lease Deed to third parties for the commercial purposes on a sublet basis on their mutually agreed terms & conditions; however, provided that it shall not be in contravention with any terms or condition of this Lease Deed including the restriction to sublet the Leased Premises for the purpose and shall not be for business activity of the MLCP or any activity competing the business of the Lessor and subject to the same, the Lessee shall also be entitled to grant licenses (including franchising or similar arrangements) in respect of the Leased Premises for commercial purposes as per the Applicable Laws and on their mutually agreed terms and conditions;
- ii. Provided that any such sub-letting or licensing (for franchise etc.) shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions of the Concession Agreement as well as this Lease Deed and the same shall be limited to and be co-terminus with/not exceed the term of the lease under this Lease Deed and shall automatically and simultaneously expire/terminate with the expiry/ termination of this Lease Deed;
- iii. The Lessee shall also ensure to submit to the Lessor for its information and records the copies of the deeds/ agreements relating to such sub-letting/ licensing within 90 (ninety) days of the execution, modification or amendment thereof.

### **8.2 TRANSFER/ASSIGN**

- i. The Lessee shall be entitled to transfer the leasehold rights in the Leased Premises to any person (the “**Transferee(s)**”) upon payment of Applicable Fees of Rs.5000/- (Rupees Five Thousand Only) (the “**Application Fee**”) and Transfer Fees equivalent to 50% of the applicable annual lease subject to a minimum of Rs.25,000/- (Rupees Twenty-five thousand Only) to the Lessor (the “**Transfer Fee**”). The stamp duty, registration charges etc. in respect of such transfer shall be paid by the Lessee/ transferee at the rate applicable from time to time to the concerned Government Agency;
- ii. Whenever the title of the Lessee in the Leased Premises is transferred in any manner whatsoever, the Transferee(s) shall be bound by all the covenants and conditions contained in this Lease Deed including but not limited to the obligation pertaining to payment of Application Fee and the Transfer Fee (as amended from time to time) in respect of further transfers and will be liable and accountable in respect thereof;
- iii. The lease hold rights of the Lessee in the Leased Premises shall be transferred to the subsequent Lessee for the residual period of the Lease Period by virtue of a duly executed and registered Deed of Transfer of Leasehold Rights/Deed of Assignment

which shall be a tripartite agreement to be entered into between the Authority, Lessee herein and subsequent Transferee/Assignee i.e. the subsequent lessee. Such lease hold rights shall be transferred / assigned unto the subsequent transferee/assignee for the residual period of this Lease Deed subject to the compliance of the terms and condition and the manner set out in this Lease Deed and the Concession Agreement and the said agreement to Lease.

- iv. In the event of death of the Lessee, the person on whom the title of the deceased in the Leased Premises devolves shall within 3 months of such devolution give written notice of such devolution to the Lessor and pay the Application Fees if the person on whom the title of the deceased devolves is a family member of the Lessee and in all other cases the aforesaid Transfer Fee shall be payable to Authority;
- v. The Transferee or the person on whom the title devolves, as the case may be, shall supply to the Authority certified copies of the document(s) inter alia the probate, succession certificate, heirship documents, affidavits, declarations or otherwise as required by the Lessor evidencing the transfer or devolution;
- vi. All arrears of Lease payable to Authority hereunder shall be recoverable in the same manner as arrears of land revenue;
- vii. In the event of the Lessee being a Company or a Partnership Firm or a Limited Liability Partnership and in the event of transfer of share holding or change in constitution of such entity of more than 49% or in the event of change in control of such entity, the same shall be construed as a transfer under this Lease Deed and therefore shall be subject to the payment of applicable Application Fee and Transfer Fee and shall be subject to the provisions of **Clause 8.2 (i)** of this Lease Deed.

## **9. USAGE, ALTERATIONS/MODIFICATIONS & CONSRUCTION CONDITIONS**

### **9.1 USAGE**

- i. The Lessee and the persons claiming through or under him/it shall use the Leased Premises or any part thereof only for the bonafide commercial and business activities subject to and in accordance with the terms of this Lease Deed and as provided in the Concession Agreement and shall not use or cause to be used or suffer use thereof in full or in part for any illegal, immoral, unauthorized or residential purposes;
- ii. The Parties agree that the Leased Premises has been given on lease to the Lessee herein to utilise the space and carry out the business of permissible commercial activities as set out in the application form/Agreement to Lease dated \_\_\_\_\_ and the Lessee not be entitled to change the nature of business to be carried out from the Leased Premises without prior intimation to Lessor in consonance with the other provision of the Concession Agreement and shall not undertake any business or activity that shall directly or indirectly in any manner whatsoever compete and conflict with the business of the Lessor;
- iii. It has been agreed that no water connection and drainage connection will be provided to the Leased Premises except provided by the Concessionaire with a view to keep the surrounding of the Leased Premises within the CD clean and well maintained and that the Lessee shall not be entitled to cook or distribute unpacked/loose foods items or tea/coffee or any tobacco products from any part of the CD except Food Court / Restaurant / Multiplex from the said Leased Premises while the Lessee shall be entitled to sell packed foods as set out in the application form;

- iv. The Lessee and the persons claiming through or under him/it shall under no circumstances carry out any political, religious, immoral or unauthorized or hazardous activities in the Leased Premises and CD Common Areas including the parking lots in the CD;
- v. The Lessee and the persons claiming through or under him/it shall not use or cause to be used or suffer use of the Leased Premises or any part thereof in a manner which may or is likely to cause nuisance or annoyance to the neighbors, occupiers, or users of other adjoining Units/other leased premises in the CD, CD Common Areas or open land in the CD or to the owners and occupiers of any other adjoining and neighboring property or land; The Lessee/ Concessionaire shall not be allowed to store, keep or dump any materials within the common areas including passage, road margin, open space, staircase & landing, Terrace etc. excluding the Leased Premises and Lessee shall not be entitled to use aforementioned common areas for personal, commercial, regional use.
- vi. The Lessee and the persons claiming through or under him/it shall be solely liable and responsible to bear any consequence, penalty, loss or liability that may arise due to any act of the Lessee and/or of the Person/agency/ Sublette/franchise claiming through the Lessee that shall be in illegal and/or in contravention of the permissible use as provided in the Concession Agreement, Agreement to Lease, this Lease Deed and/or any applicable statute/laws that shall apply to the usage of the said Leased Premises;
- vii. The Lessee shall maintain the said Leased Premises at its own cost in good condition from the date the possession of the Leased Premises and not do anything in or to the Leased Premises which may be against the Approvals, the provisions of the Concession Agreement, rules or regulations of Management Body or Concessionaire as case may be any other service provider or any local/state/national authority;
- viii. The Lessee shall not protest, object to or obstruct the execution of any development work on the said Land nor shall the Lessee be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to them or any other person/s, if any inconvenience, hardship, disturbance or nuisance is caused to the Lessee on account of necessary work being undertaken in relation to the said Project by the Concessionaire and/or the Lessor at any time hereinafter to the extent such work does not hinder or obstruct or interfere with his peaceful possession and use of the Leased Premises in accordance with the terms hereof;
- ix. The Lessee shall not do anything which causes damage or is likely to jeopardize the safety/security of the said CD in the said Project and/or any other premises leased in the CD, CD or structures of the said Project on the said Land, impair the easement of the lessees in other premises leased in the CD or cause any structural change in the Leased Premises or the said CD in which the Leased Premises is located. In case if any such damage is caused on account of negligence or default of the Lessee in this behalf then the Lessee shall be liable for the consequences thereof in addition to any other rights and remedies that the Lessor shall have in law and/or in equity;
- x. That the Lessee shall keep and maintain the Leased Premises in a decent and civilized manner and shall do his/her/its part in maintaining the appearance and façade of the CD at a high level. To this end, inter alia, the Lessee shall not (a) throw dirt, rubbish etc, in any open/green spaces, passages, parking areas, etc. and shall be responsible to store its garbage in proper garbage bins within the Leased Premises and ensure to

transfer its garbage in garbage bags on daily basis to the CD's common garbage transit room (b) use the Leased Premises in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other premises/units leased in the CD etc., (c) do such things or acts which may render void, or void able any insurance on the CD or part thereof: (d) change the external appearance/façade/elevation of the CD/Leased Premises; (i) use or cause to be used the CD Common Areas or terrace or any part whereof and facilities for its own commercial/ personal use.

## 9.2 ALTERATIONS & MODIFICATIONS

- i. It is understood and agreed between the Parties that the said Project has been conceptualized by the Lessor with a view to develop Multi-Level Car Parkings to provide better infrastructure and modern transport facilities by construction of new terminals and the provision of improved and enhanced Visitor facilities and accordingly the Concessionaire has undertaken the development inter alia in accordance with the Approvals granted and amended from time to time by Competent Authorities and subject to all the conditions of the Commencement Certificate, Approved Plans and the BU permission issued by the Government Agency.
- ii. The Lessee has been extended the opportunity to review inter alia, the documents/approvals and the Lessee agrees and undertakes to, at all times, be bound by all the terms and conditions in relation to the development of the said Project, which include the said CD, including the terms and conditions set out in the BU Permission including utilising the Leased Premises for the designated purpose only and in the manner that shall not violate any local authority, such as; Environment Health, Fire and Safety Guidelines and/or in no manner harm to the other CD users/occupiers/visitors;
- iii. The Lessee further acknowledges and agrees that, without adversely affecting the Lessee's right to use the Leased Premises to carry out the permitted business activities, as contemplated herein, the Lessor and/or the Concessionaire (in accordance with the terms of the Concession Agreement) shall have the right to, from time to time, carry out variations, modifications or alterations as it may consider necessary or as may be required by the Competent Authorities and/or under the Concession Agreement or any of the Approvals and the Lessee shall be bound by such variations, modifications or alterations and shall ensure that no obstruction for the above is created by the Lessee, provided however that; the Lessee shall not be deprived of its rights granted hereby to peacefully occupy, use and enjoy the Leased Premises in any adverse manner during the Lease Period.
- iv. The Lessee shall adhere with the terms, manner and provisions as set out in the Concession Agreement, Approvals, prevailing Laws and the bye laws of the Concessionaire/ Management Body in respect of the CD Common Areas operation and maintenance in the CD; and the Lessee (i) shall not make or cause to be made any addition or alteration of whatever nature in or to the said CD, (ii) shall not make any alteration in the elevation, façade and outside colour scheme of the said CD in which the Leased Premises is situated and keep the portion, sewers, drains, pipes, if any provided or passing in the Leased Premises and appurtenances thereto in good tenable repair and condition, and (iii) not chisel or in any other manner damage/remove columns, beams, slabs or RCC or other structural components in the Leased Premises at any time during the subsistence of the Lease Period. For any other changes including removal of walls or partition, the Lessee shall not be entitled to do so without the prior written permission of the Concessionaire.

- v. The Lessee shall not interfere with the rights of the Concessionaire and/or the Lessor (either by way of any objections, disputes or through judicial injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise) to construct on the said Land at such locations, as may from time to time be decided by the Lessor, any additional permissible facility/structures, sub-stations for electricity or office for management of underground and overhead tanks structures, offices for the Concessionaire/Management Body/Lessor, cabins for watchmen, common toilet units for domestic servants/watchmen, septic tank, and other structures in respect of the development of the said Land and subject to the compliance with law laying through or under or over the said Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any premises leased in the CD or the CD Common Areas and other structures which may be developed and constructed by the Lessor on the said Land.
- vi. The Lessee and the persons claiming through or under him shall not without the proper advance sanction or permission in writing of the Concessionaire and the Management Body (as the case may be) and the relevant municipal or other local authority concerned in this regard, make any structural or other alterations or additions to the Leased Premises save and except as may be permitted under the applicable laws and this Lease Deed and shall be obliged to preserve and maintain the beauty of external CD façade of the Leased Premises and shall not be allowed to make any changes that affect the beauty of the external CD façade of the Leased Premises;

### **9.3 CONSTRUCTION CONDITIONS**

- i. The Lessee has represented and confirmed that it has entered into this Lease Deed after adequately satisfying himself independently in respect of the development, specification, quality, construction and execution of the said Project, the said CD and the Leased Premises and only pursuant to the same the Lessee has agreed to take the physical possession of the Leased Premises upon execution hereof. Further, it is specifically agreed by and between the Parties hereto that in the event of any structural defect that may develop within a period of 3 (three) years in the foundation of the CD or within 2 (two) years in the super structure of the Leased Premises, from the date of execution of this Lease Deed, the Concessionaire will rectify the same at its own cost. If such defect develops in the Leased Premises after the above said periods, it is for the Lessee to get the defects rectified at its own cost after getting prior written permission from the Lessor and/or the Concessionaire/the Management Body and the Lessee and / or the persons claiming through or under him/her/it, shall have no claims for compensation whatsoever against the Lessor and/or the Concessionaire/the Management Body in any manner whatsoever in this regard;
- ii. The Lessee has agreed to take on lease the Leased Premises under this Lease Deed on an as-is-where-is basis', after conducting an independent due diligence in respect of the Project, the CD, the construction quality, site conditions and being satisfied about the same and that neither the Lessee nor other person occupying the Leased Premises and claiming through him/her/it any right shall have any claim for any compensation in any manner whatsoever from the Lessor for any defects in construction, structural or otherwise and the Lessee shall in no manner be entitled to initiate any legal proceeding against the Lessor or the Concessionaire in relation to and on the grounds of any constitutional documents and/or the agreement in relation to the lease hold rights

including this Lease Deed and the Lessor shall in no manner be held responsible for any act of the Concessionaire in relation to the said Project;

- iii. Subject to what is set out in the Force Majeure clause in this Lease Deed, in the event the CD is destructed or demolished by any act of God or nature including an earthquake or Tsunami or a Hurricane which is beyond the control of any of the Parties to this Lease Deed, the Lessee shall not have any claim whatsoever on the said Land and the Lessor in no circumstance shall be held responsible for the same or be liable to restore such position or compensate the Lessee by providing any further facility and the Lessee has entered into this Deed having known the fact of the same very clearly. However, upon occurrences of such incidence or eventuality, as herein before said, the Lessee, together with all the other Lessee/ Occupiers of the CD, shall be entitled to the Remedy and Relief, as may be available commonly to all the Lessee/ Occupiers AND, the restoration work for recommencement and re-use of the CD, including all the Units/ Premises, for the balance term of the Lease, shall be carried out jointly as the direct collective responsibility by all Occupiers / Lessees of the said CD. The Lessor and the Concessionaire / Management body (if applicable) shall cooperate with all the Lessee/ Occupiers in such situation as may be necessary without any financial obligation what-so-ever on their respective part, in consonance with the provisions of the Concession Agreement.

## **10. REPRESENTATIONS, COVENANTS AND UNDERTAKINGS**

- 10.1 The survival of this Lease Deed is subject to and conditional upon due and punctual payment of the amounts herein reserved and due performance of all covenants and conditions herein contained on the part of the Lessee and the Lessee hereby, for himself/herself/itself and for his/her/its heirs, executors, successors and permitted assigns, hereby covenants with the Lessor and the Concessionaire, with the intent that the obligation herein contained and arising shall bind all persons and parties into whosoever hands the Leased Premises may come THAT;
  - i. The Lessee has been conferred upon with the lease hold rights in the Leased Premises comprising specifically of the Leased Premises being Unit no. \_\_\_\_\_ (Unit No. \_\_\_\_\_ as per approved plan on the \_\_\_\_\_ floor and the entitlement to use the CD Common Areas within the CD in the manner set out herein and that this Lease Deed shall not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee; upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of the Lessor without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and the said Land in the manner it may deem fit without any restriction with any other person. The ownership of the said Land at all times hereinafter shall remain with the Lessor while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it is very clear that the Concessionaire does not possess any right title or interest in the said Land except

- for the limited rights as the Concessionaire till the end of the term and in the manner set out in the Concession Agreement.
- ii. The Lessee shall keep the Lessor and the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, expenses and/or consequences that may be incurred and/or may arise due to breach of the terms and conditions of this Lease Deed by the Lessee and also against all statutory payments whatsoever or which may become payable or be demanded by the authorities and applicable to the Leased Premises upon execution hereof;
  - iii. The Lessee shall from time to time and at all times hereinafter duly abide by the terms and conditions of the Concession Agreement, all the statutory approvals including the ones set out in the Approved Plans and the BU Permission, this Lease Deed, the bye laws that may be formed by the Concessionaire and/or the Management Body and all the prevailing laws of the land affecting the holding of the Leased Premises as well as the development of the said CD in the said Project;
  - iv. The Lessee shall not at anytime amalgamate (with another unit/property/premises in the CD or otherwise) or sub-divide the Leased Premises or part thereof or demand any partition in the CD Common Areas;
  - v. The Lessee shall use the Leased Premises or any part thereof or permit the same to be used only for the commercial office purpose as per the Approvals as well as the Concession Agreement and this Lease Deed and shall not use it for any other purpose(s) and the Lessee shall be solely responsible and liable to bear the consequences arising from such negligence and the Lessor or the Concessionaire shall be in no manner be held responsible or liable for the same;
  - vi. The Lessee shall at all times abide by, observe and comply with rules and regulations made applicable by the Lessor or the Concessionaire/the Management Body, as the case may be, or its nominees or any concerned authority or under any relevant laws made applicable to the Lessee, with relation to the use, occupation, enjoyment, improvement, alterations, maintenance, transfer, Sub-lease, License and alienation of the Leased Premises including the Leased Premises and the CD Common Areas including utilities, services, parking lots, amenities and facilities attached thereto in the said CD in the said Project;
  - vii. The Lessee shall keep the fixtures, furniture, fittings and interiors installed in the Leased Premises, including the shell of the Leased Premises, duly insured against loss or damage by fire, earthquake, flood and other perils (theft, burglary etc.), including the third party damages and claims from the date of being entitled to use/ occupy the Leased Premises on license for fit outs during the fit out period and/or from the date of the vacant and peaceful possession of the Leased Premises being duly handed over, whichever is earlier, and to pay the premium and sums of money payable for that purpose so as to keep such insurance policy alive and subsisting at all times and provide a copy of such policy on demand to the Concessionaire/the Management Body;
  - viii. The Lessee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken by the Concessionaire or whereby any increased premium/excess shall become payable in respect of such insurance;
  - ix. The Lessee shall observe and perform all the governing rules and regulations which the Management Body of unit holders may adopt as also any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Leased Premises therein and for the

observance and performance of any rules, regulations (including the Approvals) and bye-laws for the time being in force of the Concerned Government Agency or Authority or as per the Concession Agreement. The Lessee acknowledges and agrees that the Lessee shall be entitled to display commercial advertisement, signage, display or hoarding at any place in the said Project with prior approval of the Concessionaire. However, approval of Concessionaire shall not be required for any advertisement within a particular unit.

- x. If the Lessee in any manner falls in the category of non-resident/foreign company/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin himself to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the Leased Premises or for transfer thereof. The Lessee has to strictly comply with such regulations and satisfy the Concessionaire/the Lessor in this regard, on failure whereof the Lessor may at its own discretion shall have the right to cancel the lease of the Leased Premises in favor of the Lessee herein;
- xi. The Lessee shall permit the Concessionaire/Lessor/Management Body and its surveyors and agents, at all reasonable times, to enter into the Leased Premises or any part thereof for the purpose of carrying out necessary inspection/ repairs/ maintenance;
- xii. That the Lessee is a company/LLP/partnership firm duly incorporated under the provisions of the \_\_\_\_\_ and that no winding up petition has been filed in any manner whatsoever by/against the Lessee and that its charter documents inter alia the memorandum and the articles of association duly entitles the Lessee to acquire the Leased Premises in the manner set out in this Lease Deed. Further, \_\_\_\_\_ has been duly authorized at the meeting of the Board of Directors dated \_\_\_\_\_ to sign/execute this Lease Deed and all such documents/deeds/writings on behalf of the Lessee that may be necessary to acquire the Leased Premises;
- xiii. The Lessee is aware that the Concession Agreement is the charter document based on the which the Concessionaire has been conferred the rights to develop, design, finance, build, operate, maintain and transfer the said Project and it clearly sets out rules and regulations in relation to the requirement of the CD Common Areas in the said Project based on the usage of the land and with an assurance to adhere with the same, the Lessee agrees, undertakes and assures to take on lease the Leased Premises;
- xiv. The stamp duty and registration charges for execution of this Lease Deed or any other document that may be required to be executed in relation to the leasing of the Leased Premises to the Lessee, GST, (Municipal Corporation / Urban Development Authority) Charges, water connection charges, charges by electrical service provider company for cable etc., Advocate Fees, infrastructure development fees, labor cess and any other taxes and levies levied by Central/State Governments, any or all as may be applicable, will be payable at actual without demur by Lessee, over and above the said Premia amount, upon execution hereof and payable in regard to the same at any time hereinafter. The municipal taxes, if any, will be borne by Lessee. Any charges levied after the lease will also be payable by the Lessee.

- Any other supplementary taxes and charges levied/ demanded subsequently by any statutory body or authority as per final assessment, as and when completed before or after the lease deed execution, will also be payable by the Lessee;
- xv. The Lessor shall be solely and absolutely entitled to any and/or all the benefits, rights, privileges, additions or improvements in relation to the development of the said Land in future inter alia arising out of additional FAR, Zoning, Transferable Development Rights (TDR), Town Planning Scheme at all times hereinafter and neither the Concessionaire nor the Lessees or the Management Body in any manner shall be entitled to the same and that the Lessee agrees that if there is any permitted FAR balance left unconsumed or if there is any subsequent increase in permissible FAR in the said Project by the Government Agency then, subject to the provisions of the Concession Agreement, the Lessor alone shall be entitled, as per its discretion to use/transfer such excess/additional FSI;
  - xvi. The Lessee shall from time to time or all times pay and discharge all rates, taxes, duties, levies, charges and assessment of every description, fines, penalties and other outgoings which, now or may at any time hereafter during the subsistence of the Lease Deed, as may be assessed, charges or imposed upon the Leased Premises in respect of its Leasing/its occupation/the business activities carried out from therein or in respect of its landlord/owner, its tenant or occupier. The Lessee shall indemnify and keep indemnified the Lessor and the Concessionaire from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice order, litigation etc.
  - xvii. The Lessee and the persons claiming through or under them shall be liable to pay to the concerned Competent Authorities/other entities the electricity, water, sewage power, telephone, sanitation and such other applicable utility expenses, charges and rates, including penalties for delay or default in payment, applicable from time to time in respect of the Leased Premises /business activities carried on thereat and shall always indemnify and keep indemnified the Lessor and the Concessionaire in relation to the same;
  - xviii. The Lessee and the persons claiming through or under them shall on the termination of the Lease Deed by efflux of time or otherwise, forthwith or without demure or delay, peaceably vacate the Leased Premises and yield the Leased Premises unto the Lessor or its nominated agencies.
  - xix. The Concessionaire has availed Project Finance from its lenders and agrees to obtain No Objection Certificate ("**NOC**") from its lenders/security trustee with respect to the transfer of the Leased Premises and other premises in the CD, on or before the execution of this Lease Deed. Upon payment of amounts as stipulated in the NOC in respect of the Leased Premises, a release letter releasing the Leased Premises from the mortgage shall be executed. The Concessionaire undertakes to obtain charge release documents from the lender upon payment of balance consideration.

## 10.2 GENERAL REPRESENTATION AND WARRANTIES:

Each Party represents and warrants to the other that:

- a) it has the power to execute, deliver and perform its obligations under this Lease Deed;

- b) this Lease Deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c) the execution, delivery and performance of its obligations under this Lease Deed does not contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

## **11. MORTGAGE**

### **11.1 MORTGAGE**

- a) That for the purpose of raising finance or availing loans from banks or financial institutions for paying Premia of the Leased Premises, the Lessee shall be entitled to mortgage or create charge on his lease hold rights in the Leased Premises in accordance with inter alia the provisions of this Lease Deed, the Concession Agreement and as per any other government notifications pursuant to which the said Land has been allotted subject to a prior written approval for the same being obtained from the Lessor Provided that any such mortgage/ charge shall come to an end/ stand extinguished upon the expiry / earlier termination of this Lease Deed in terms hereof, and provided further that upon expiry / early termination of this Lease Deed, the vacant possession of the Leased Premises shall be handed over to the Lessor, free from any encumbrance and or security interest. The Lessee shall include a suitable provision to this effect in any and all of its financing and security documents (to be executed between the Lessee and his lenders), under which a charge is created over the said Unit.
- b) The Lessee shall be liable to discharge & pay installments of their availed finance repayment directly and regularly to the lending Bank/Financial Institution and shall ensure not to default in his loan repayment and not allow any installments repayment to fall over due;
- c) The Lessee covenants that the Lessor in no manner shall ever be liable, accountable or responsible for any consequence, liability for any loan taken or charge created by the Lessee and whereby, any rights proposed to be created in respect of the Leased Premises in favor of Banks/Financial Institution would be subject to the provisions of the Concession Agreement and subject to the rights of Lessor under the Concession Agreement;
- d) The documents creating mortgage/charge in favour of such financial lenders would in addition to disclosing the terms and conditions on which the Lessee would hold the Leased Premises, also clearly bring out the fact that the Lessor shall have a lien on the Leased Premises to the extent of any/all outstanding dues/payments to be made by the Lessee to the Lessor and the Lessee as well as the financial lenders shall be bound by such regulations. The Lessee shall not be entitled to transfer the Leased Premises until a NOC is issued by the lender with regard to the mortgage/charge on the Leased Premises. Provided that the right to create mortgage or any charge by the Lessee shall be only with respect to the Leased Premises and no other part of the said Project and any proceeding in relation to the recovery, attachment, auction or otherwise initiated by the lender shall only be in relation to the Leased Premises and no other part or premises out of the said Project shall be subject to the same;

- e) In the event the Lessee has committed a default under the financing agreements executed in favor of its lenders, and the lenders chooses to exercise its right for recovery of its receivable amount then the same shall be subject to the satisfaction of all dues payable to the Lessor and as per the terms and conditions of the Lease Deed.

## **12. DELIVERY OF POSSESSION**

- 12.1 The Lessee has been put in vacant and peaceful possession of the Leased Premises simultaneously with the execution of this Lease Deed along with entitlement to use the CD Common Areas and the Lessee hereby admits and acknowledges of having being put in use and occupation of the Leased Premises on Leasehold basis upon execution hereof;
- 12.2 Simultaneous to the execution hereof, the Lessee has fully satisfied itself with regard to the design, lay out and specifications of the Leased Premises and acknowledge in writing to that effect to the Lessor and the Concessionaire by way of a receipt for possession duly signed by the Lessee ("**Possession Receipt**"). The Possession Receipt shall be deemed to be a valid and binding document on the Lessee so as to ensure that the Lessee has been duly put into possession of the Leased Premises in the condition absolutely agreeable and acceptable with the Lessee and duly in accordance with the specifications/details/condition agreed upon and that the Lessee shall not at any time thereafter be entitled to raise any dispute/objection/ grievance/contention whatsoever in that regard.

## **13. INDEMNIFICATION**

The Lessee shall keep the Lessor its agents and representatives as well as the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, suits, proceedings, penalties, expenses and/or consequences that may be incurred and/or may arise due to breach or non compliance of any terms and conditions or his obligations under this Lease Deed or the Concession Agreement or the Agreement to Lease that shall amount to a material breach by the Lessee and also against all statutory payments whatsoever or which that may become payable or be demanded by the authorities and applicable to the Leased Premises after from the date of execution hereof and the vacant and peaceful possession of the Leased Premises being handed over to the Lessee herein.

## **14. TERMINATION & ITS CONSEQUENCES**

- 14.1 This Lease Deed shall expire by efflux of time upon completion of the Lease Period as set out herein and upon the same the Lease shall stand automatically terminated and the lease hold rights given hereunder shall stand revoked and shall come to an end.
- 14.2 Further, if the Lease payable by the Lessee to the Lessor as agreed herein above, whether legally demanded or not, or if the Lessee shall at any time willfully default to perform any material covenants, representations and conditions herein contained or shall commit material breach of any of the conditions, representations or covenants, then the Lessor shall be entitled at its option to terminate this Lease Deed after giving a 30 (thirty) days written notice to the Lessee (without prejudice to any other rights of the

Lessor under this Lease Deed) or in case of any of the events of defaults as set out herein below shall be liable for termination of this Lease Deed:

- i. Failure on the part of the Lessee to pay the Lessor the Lease in accordance with the provisions of this Lease Deed;
- ii. Any violation or non-compliance by the Lessee or its successor in title or the sub-Lessee, of the terms and conditions of this Lease Deed;
- iii. The Lessee using or permitting or causing the use of the Leased Premises for purposes other than those as contemplated by this Lease Deed;
- iv. The Lessee doing or permitting to be done or happening of any act, matter, deed or thing in violation of Applicable Laws and Applicable Permits in the Leased Premises;
- v. The Lessee dealing with the Leased Premises inter alia mortgaging, assigning or otherwise creating charge over its leasehold rights in contravention to the terms and the manner set out herein in favour of any third party;

14.3 Upon expiry of the Lease Period or its earlier termination as above, the Lessee shall vacate the Leased Premises and put the Lessor or its nominated agency in vacant and peaceful possession of the Leased Premises free from all third party claims/ interests/encumbrances whatsoever and in good condition as at the time of execution of this Lease Deed (normal wear and tear excepted) on the date of expiry or termination of this Lease Deed and if the Lessee fails to remove its goods and materials as stipulated hereinabove on or before the expiry of the Lease Period then the Lessee shall be bound and liable to pay to the Lessor, without prejudice to any other right of the Lessor under this Lease Deed, the Lease/amounts thus due for payment shall attract interest calculated @ SBI PLR plus 2% additional charges per annum from original due date of the payment till the date of actual payment.

## 15. FORCE MAJEURE

- i. Neither Party shall be liable to the other Party or be deemed to be in breach of this Lease Deed by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Lease Deed, if the delay or failure is due to any Force Majeure event.
- ii. For the purpose of this Lease Deed, "**Force Majeure**" is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

## 16. RESOLUTION OF DISPUTES & GOVERNING LAW AND JURISDICTION

If any dispute or difference or claims of any kind arises between the Parties in connection with the rights, duties or liabilities of any Party under this Lease Deed, whether before or after the

termination of this Lease Deed, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. In the event of any discrepancy in relation to the interpretation of any Clause in this Lease Deed then the Parties shall follow the Dispute Resolution Mechanism as stipulated in the Concession Agreement;

This Lease Deed shall be governed by and construed in accordance with the laws of India. The courts at Gangtok shall have exclusive jurisdiction in all matters pertaining, relating or incidental to this Lease Deed.

## 17. LIABILITY FOR INSPECTION OF DOCUMENTS

Except to the extent expressly provided in this Lease Deed, no review, comment or inspection by the Lessor of any document submitted by the Lessee/ Concessionaire nor any observation or inspection of any document hereunder shall relieve or absolve the Lessee/Concessionaire from discharging its obligations, duties and liabilities under this Lease Deed, the Applicable Laws and Applicable Permits unless such action or obligation of the Lessor prevents the Lessee/Concessionaire to discharge its obligation.

## 18. NOTICES

All notices to be given or made under this Lease Deed shall be in English language and in writing and delivered personally or sent by pre-paid post or by telefax or by courier in the following manner:

### THE LESSOR/AUTHORITY

Attn.: xxxxx  
Address: xxxxxxxx  
Phone No: xxxxxx  
Fax No. xxxxxx

### THE LESSEE Attn.:

Attn.: xxxxx  
Address: xxxxxxxx  
Phone No: xxxxxx  
Fax No. xxxxxx

### The CONFIRMING PARTY:

Attn.: xxxxx  
Address: xxxxxxxx  
Phone No: xxxxxx  
Fax No. xxxxxx

Such notices and other communication duly given shall be deemed to be effective if given by personal delivery or sent by registered post AD or if transmitted by facsimile or if sent by certified or registered mail. Any change in the address of any Party shall be communicated to the other party forthwith.

## 19. COUNTERPARTS

This Lease Deed shall be executed and registered in accordance with the provisions of the [xxxxxx Act] and the original will be retained by the Lessee and a certified copy of the same shall be provided to each of the Concessionaire as well as the Lessor.

## 20. MISCELLANEOUS

- i. Each of the rights of the Lessor under this Lease Deed are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Lessor, whether under this Lease Deed or otherwise;
- ii. Any delay tolerated or indulgence shown by the Lessor in enforcing the terms, conditions, covenants, agreements, stipulations and/or provisions, herein mentioned, or any forbearance or extending any time periods set out under this Lease Deed, shall not be treated or construed as a waiver on the part of the Lessor of any breach, violation, non-observance, non-performance or noncompliance of any of the terms, conditions, covenants, stipulations and/or provisions mentioned herein by the Lessee, nor shall the same in any manner prejudice the rights and interests of the Lessor;
- iii. No waiver of any breach of any provision of this Lease Deed shall construe to be waiver of similar breach and no waiver shall be effective unless made in writing and signed by an authorized representative of the Lessor;
- iv. No amendment of this Lease Deed shall be binding on either Party unless such amendment is in writing and signed by both Parties;
- v. If any provision of this Lease Deed is declared invalid, unenforceable or prohibited by a Court of Law, the remainder of this Lease Deed shall continue to be valid, enforceable and binding on the Parties;
- vi. The Recitals, recorded herein above in these presents, shall form the integral part of this Lease Deed as if the same are set out in the body of this Lease Deed and the Parties hereto shall be deemed to have recorded, repeated and confirmed the same;
- vii. Except as otherwise agreed between the Parties, this Lease Deed together with Appendix and Annexure constitutes the entire deed of the Parties as to its subject matter and supersedes any other previous understanding or agreement;
- viii. In the event of any discrepancy in relation to the interpretation of any clause in this Lease Deed then the Dispute Resolution Mechanism as stipulated in the Concession Agreement shall prevail;
- ix. Notwithstanding any other provision to the contrary herein under this Lease Deed, the terms which by their nature survive termination or expiration of this Lease Deed shall continue to be binding on the Parties following any expiration or termination of this Lease Deed. Such terms shall include, but not limited to **Article 14** (Termination /Expiry), **Article 16** (Dispute Resolution), **Article 18** (Governing Law and Jurisdiction) and **Clause 18** (Notices) of this Agreement.

### Appendix-I

(Description of the Land)  
(to be added later)

### Appendix-II

(Description of the Leased Premises)  
(to be added later)

**ANNEXURES**  
(to be added later)