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

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Bid submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for DSCL and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

DSCL and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf DSCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

DSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that DSCL is in a position to furnish is limited to this RFP only. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Bid does not ensure selection of the bidder as Concessionaire.

REQUEST FOR BID-IMPORTANT DATES

Sl. No.	Activity	Duration
1.	Bid Reference	01/DSCL/18-19/PPP/ST
2.	Availability of RFP Documents	The RFP document for this work shall be available from website http://uktenders.gov.in from 26/09/2018 to 24/10/2018 up to 11.00 am.
3.	Pre-Bid Meeting	05/10/2018 at 11.00 am onwards. Bidder shall have to email their queries to smartcityddn@gmail.com on or before the pre-bid meeting. Venue of Pre Bid Conference – Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, Rajendra Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
4.	Last date for down loading of bid document from the E-procurement platform: http://uktenders.gov.in	24/10/2018 up to 11.00 am. The scan copy of the affidavit and Bid security shall be uploaded on the e-procurement website.
5.	Last date and time for bid submission/uploading of bid in E-procurement platform	24/10/2018 up to 3.00 pm
6.	Submission of original documents i.e. Document Fee, Bid Security and Affidavit	27/10/2018 up to 1100 am. Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, Rajendra Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
7.	Time and date of opening of Technical Bid	The Bid will be opened on line by the Authorized Officers on 27/10/2018 at 11:30 am
8.	Date and time of opening of Financial Bid	Shall be informed later to technically qualified Bidders
9.	Place of opening of Bid and address for communication	Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, Rajendra Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 Email- smartcityddn@gmail.com

REQUEST FOR BID-IMPORTANT DATA

Tender Notice No.	01/DSCL/18-19/PPP/ST	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	Designing, financing, constructing / installing, operating and maintaining of Smart Toilet at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Dehradun City	
Bid Type	Public Private Partnership (PPP) Basis	
Bid Currency	Single- Indian National Rupees (INR) Only	
Payment Details	Bid validity period	120 days from the last date of bid submission
	Project Duration	Installation period –6 Months Concession Period – 05 Years (including 6 month of installation period)
	Tender Fee	Rs 1180.00 (One thousand one hundred eighty only, including GST) A crossed demand draft /bankers cheque (valid for a period of 90 days) drawn in favour of “The Chief Executive Officer, Dehradun Smart
	Bid Security	INR 3,50,000 /- (Indian Rupees Three Lakhs fifty thousand Only) in the form of Demand Draft/Bankers Cheque payable at DEHRADUN or Bank Guarantee issued in favour of “Chief Executive Officer, Dehradun Smart City Limited’.).
Addendum, clarifications, extension of time if any shall be uploaded in website www.uktender.gov.in only. Bidders are requested to regularly go through the website for any details.		

SECTION - I

INSTRUCTIONS TO BIDDERS

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1. INVITATION FOR BID

1.1 Introduction

- 1.1.1 The Government of India has recently announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizen. Dehradun is one of the shortlisted cities for the Smart City initiative under Ministry of Urban Development, Government of India. Dehradun Smart City Limited (DSCL) is a Govt. Company for implementing the Smart City Mission at the city level. DSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. DEHRADUN Smart City Limited intends to develop Smart Public Toilets under Public Private Partnership (PPP) mode in DEHRADUN city.
- 1.1.2. This Request for Bid (RFP) document is for the Project Development, Operation, and Maintenance of the Public Toilets in DEHRADUN through Public Private Partnership mode for minimum authorization lease period (the “Project”) of five years.
- 1.1.3. An Agreement will be drawn up amongst the DEHRADUN Smart City Limited (DSCL) (the “Concessing Authority”), and the Successful Bidder on PPP basis (“the Concession Agreement”).
- 1.1.4. A “Single Stage Two Envelope” bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions (as laid down in Clause 4.2.5) and other relevant documents (as per the formats provided in Clause 5) would be opened and evaluated.
- 1.1.5. The RFP document contains information about the Project, bidding process, Bid submission, qualification and Financial Bid requirement.

2. PROJECT BACKGROUND

2.1. Introduction

There exists an immense business potential in DEHRADUN city, due to its development attributes, and positive growth trends making it a industrial city, for the people of North India. The city is in process of enhancing the basic infrastructure and providing Public Toilets is one areas of improvement.

To address the issues DSCL has taken initiative, to develop new smart toilets under PPP framework in its each zone to cater to the need of sanitation facilities. As a part of this process the DSCL has identified various locations where there is requirement of public toilets at busy public places.

While aiming this, DSCL desires to take up the construction/ installation of Permanent smart toilets under BOT model. For this purpose DSCL invites reputed firms/companies for development of proposed public toilets as mentioned in RFP document may be given the advertisement rights to display their advertisements and use of commercial space attached with Smart Public Toilet as per DSCL guideline and other space attached with PTU lease out to others to realize its investment as briefly nutshell in the RFP with prior approval of DSCL. Subsequently, the payment (as per clause 8.0 of section II) received from users of public toilets may be utilized for as its Operation and Maintenance cost. After the completion of concession period the utility will be handed over by the Developer to DSCL in good working condition.

3. Locations for Public Toilet development in DEHRADUN city:

S.No.	Location
1	Collectorate
2	MDDA Colony, Kanwali Road
3	Inside Gandhi Park, Rajpur Road
4	Parade Ground
5	Doon Hospital
6	Railway Station
7	Uttarakhand Secretariat

A. Description of Proposed Toilet Complexes

The smart toilet complex is a RCC framed/brick masonry load bearing structure as per drawing and design. The unit is unmanned Electronic Public Toilet. It is eco-friendly and hygienically maintained with a GPRS-enabled system for monitoring the toilet remotely. This toilet works on a sensor-based technology. It has a self-cleaning and water conservation mechanism. It is automated access control. There is remote diagnosis and management through web reports. Waste processing is done through biodigester or sewer connection as per site condition, complete in all respect including water /sewer connection from concern authorities.

3.1 Project Structure

The Concessionaire shall have the exclusive right, to Develop/Install Permanent Public Toilet Units (PTUs) and Operation management and maintenance for the Concession Period. The

Source of revenue to recoup his investments shall be determined by User Charges as per DSCL and displaying Advertisements at proposed units and use of commercial space for rent or lease. The Concessionaire shall prepare a Project Report with design specification and pursuant to its approval, complete the project development of Public Toilet Units, within the stipulated Implementation Period of 6 (Six) months. {Refer Article 3.4 of draft Concession Agreement (Schedule-II of the RFP document)}.

The Concessionaire shall be allowed to levy and collect revenues, as generated pursuant to the operation of the Public Toilet Units (PTUs) and its other components etc., as per the provisions laid down in the draft Concession Agreement (Section-II of the RFP document).

3.2 End of the Concession Period

At the end of the Concession Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the Public Toilets Units & the entire Project facilities including the assets (i.e. both movable and immovable assets, whether provided by the Concessioneing Authority or brought in by the Concessionaire during the subsistence of the Concession Agreement), thereof shall be transferred back to DSCL as per the provisions of the draft Concession Agreement (Section II of the RFP document). All the movable and immovable assets attached shall revert to DSCL without any obligation on DSCL to pay or adjust any consideration or other payment to the Concessionaire.

3.3 Scope of Work

3.3.1 The Successful Bidder/ Concessionaire shall be required to Develop/Install, operate and maintain the PTUs as per the details laid down in Schedule-I of the draft Concession Agreement. The fully functional and operational Project shall be transferred back to DSCL after the expiry of Concession Period or in case of premature termination for any reason whatsoever.

3.3.2 Revenue Streams from the operations of Smart Public Toilet Units

The revenue streams from the operations of the Smart PTUs are as follows:

a) Income from Tariff

The Concessionaire shall have to charge from the Toilet Users as per Section II Clause 11.0. The rate charged should be displayed on the Entrance of Public toilet.

b) Income from Advertisement display

The concessionaire shall have to display commercial advertisement as specified in RFP documents and can also be leased out to third party till the concession period.

c) Apart from the above, the concessionaire shall be well within its right to generate revenues from rent or lease of commercial space attached with PT. However the same shall require approval from the Concessioneing Authority before implementation.

4.0 GENERAL TERMS AND CONDITIONS FOR BID SUBMISSION AND BID EVALUATION

4.1 Instructions for Online Bid Submission

1. Instructions to the Bidders to submit the bids online through the procurement portal for Procurement at <http://uktenders.gov.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrollment is generally free of charge. During enrolment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/ nCode/ eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken /Smart Card, should be registered.
6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum, if any published in the webefore submitting the bids online.
10. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e- Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.

12. From my tender folder, he may select the tender to view all the details uploaded there.
13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
14. Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Bid Security as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer & affidavit as stated in section 4.
17. While submitting the Bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the Bid packets.
18. The bidder has to select the payment option as offline to pay the Bid Security as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the Bid document including General Conditions of Contract (GCC) without any exception.
21. The bidder has to upload the relevant files required as indicated in the cover content.

In case of any irrelevant files, the bid may be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered

should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

23. The bidders are advised to submit the Bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of Bid for the particular tender and also be used as entry pass to participate in the Bid opening.
25. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
26. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
28. The confidentiality of the Bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
30. For any query related to Bid submission may be contact to AGM, Civil, DSCL at 0135-2750894.
 - 4.1.1 The evaluation of the Bids will be completed in 2 Steps
 - A. Step 1 – Opening of Technical Bids and Technical Evaluation.
 - B. Step 2 – Opening of Financial Bids of technically qualified bidders
 - 4.1.2 The entire bidding process has been explained elaborately in clause 4 of Section-I of this RFP document.

4.1.3 The Successful Bidder shall be issued Letter of Award (LoA). After issuance of the LoA in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Award (LOA). The Successful Bidder shall submit the required Performance Security and enter into a Concession Agreement with DSCL within 30 (thirty) days from the date of issuance of the LoA.

4.2 Technical Qualification Conditions

- 4.2.1 The Bidder can only be either a registered Partnership Firms or a registered Company (as per the provisions of Indian Companies Act, 1956). **Joint Venture is not allowed.**
- 4.2.2 The Bidder should be legally competent to enter into a contract as per prevailing laws.
- 4.2.3 Only those Bidders meeting both the following “Minimum Eligibility Criteria” and other relevant documents as per Clause 4 and other provisions of Section-I of the RFP Document shall be “Technically Qualified” for the Project.
- 4.2.4 The technical Bid of the bidder would be evaluated as per eligible criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidder. However DSCL reserves the right to seek clarification / documents from the bidders, if the DSCL considers it necessary for proper assessment of the Bid.
- 4.2.5 Technical & Financial Capabilities Evaluation – The Technical Bids will be evaluated based on the following criteria. The marks allocation for the technical evolution shall be assigned as under:

S.No.	Criteria	Maximum Mark
A	Financial Capability – 3 Years (Average annual turnover) i. Minimum average annual turnover for the last three financial years (2015-16,2016-17,2017-18) of INR 1.70 Cr and will be equivalent to 25 marks ii. Beyond this, each 0.50 Cr will add 5 additional marks upto maximum 15 additional mark Audited balance sheets to be provided	25
B	Technical Capability – Experience in Development and Operation & Maintenance of Smart Public Toilet in the past 5 years i. Minimum number of Public Toilet is 5 Nos and will be equivalent to 25 marks ii. Beyond this each Public Toilet will add 5 additional marks, upto maximum 25 additional mark Work Completion certificate, Work order and End user certificate to be provided	50
C	Understanding of Concept, Scope of Work and Project requirements, work Plan for execution of the projects Samples of the item may be requested i. Submission of Presentation on Technology Methodology, Work Plan and Infrastructure development,, Operation and Maintenance etc, will be equivalent to 05 Marks. ii. Power Point presentations of the above before the DSCL Authorities will be equivalent to 20 Marks. Assessment of DSCL on award of these marks will be on merits of the presentations and their assessment shall be final and unquestionable	20
	Total Marks for Technical evaluation	100
The minimum marks secured in the Technical evaluation on the basis of above criteria is 60% or 60 marks out of 100 .The bidder who will be qualified in the technical evaluation will be qualified for the financial Bid opening.		

4.3 The Bid must designate one or more person(s) to represent the Bidder in its dealings with DSCL. Unless specifically advised to the contrary, DSCL shall assume that the person(s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Successful Single/ Individual Bidder as the case maybe. Any and all limitations on the authority of the designated person (s) should be detailed in the Bid.

4.4 Fee and Deposits to be paid by the Bidder

4.4.1 Bid Security

- (i) The Bid shall be accompanied by an initial Bid Security for a value of **INR 3.50 Lakhs** (Indian Rupees Three Lakhs Fifty Thousand only) in any one of the following manners:
 - a) A Bank Guarantee issued by a Scheduled Bank in favor of “*TheChief Executive officer (CEO), Dehradun Smart City Limited*” and in the format given in Section-III; or
 - b) Demand Draft/ Bankers Cheque in favour of “The chief Executive officer (CEO), Dehadun Smart City Limited”, Dehradun payable at Dehradun
- (ii) The Bid Security shall be valid up to 45 days after the completion of the Bid validity period of 120 days.
- (iii) The Bid Security of the Successful Bidder shall be returned after the signing of the Concession Agreement.
- (iv) Any Bid/ Bid submitted without the Bid Security in the form as specified in the RFP document shall be summarily rejected.
- (v) The Bid Security of Bidders whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Bid by DSCL to the Bidder. The Bid Security shall be forfeited by DSCL, in the following cases:
 - a) If the Bidder withdraws his Bid/ Bid after Technical Bid opening and during the Bid Validity Period.
 - b) If the Successful Bidder fails within the specified time limit to sign the Concession Agreement.

- c) If the Successful Bidder fails within the specified time limit to furnish the required Performance Security.

Note: The financial bid of the technically qualified bidder will be opened in the presence of bidders who chose to attend. As per this RFP, the financial bid of all the technical qualified bidders will be compared and the bidder who has quoted the maximum revenue that they can share with DSCL per month will be marked H1 and subsequently H2, H3 etc. If two or more bidder quoted same value of revenue sharing in financial Bid then the bidder has maximum marks in technical evaluation will be declared H1. Bid Security of only H1, H2 & H3 bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and DSCL. The "Bid Security" of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. The Bid Security of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.

4.4.2 Performance Security

The Successful Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide a performance Security of INR 17.00 Lakhs (Indian Rupees Seventeen Lakhs Only) to DSCL within 30 (thirty) days of issuing of the Letter of Award from the DSCL in the format provided in section IV

4.5 Bid for Bidders

Bidder shall quote for all the locations. Quoting for optional location may lead disqualification for the bidder.

4.6 Bid Preparation and Cost

All Bidders are required to submit a detailed Bid (herein-after referred to as the Bid or Bid) in accordance with the guidelines set forth in this RFP document. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of Bid and related expenses shall be borne by the Bidders themselves.

4.7 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Project and Project sites and information/ data provided by DSCL in the RFP Document, when they submit the Bid. Interested Bidders are invited to visit and inspect the proposed sites at their own expense.

Failure to investigate all the sites, where-upon the smart public toilet Units shall be constructed or subsurface conditions shall not be a valid ground to relieve the bidder subsequently after its Bid nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

4.8 Validity of Bid

- 4.8.1 The Bid shall remain valid for a period not less than one hundred twenty (120) days from the due date of submission (Bid Validity Period). DSCL reserve the right to reject any Bid that does not meet this requirement. Validity of Bid shall be extended for a specified additional period at the request of DSCL.
- 4.8.2 A Bidder agreeing to the request will not be allowed to modify his Bid, but would be required to extend the validity of his Bid Security for the period of extension.
- 4.8.3 The Bid Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

4.9 Right to Reject Bids

DSCL reserve the right to reject any / all Bids including the Highest Revenue sharing Bid or withdraw the invitation of the Bid at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/liability upon DSCL of any type whatsoever.

4.10 Misrepresentation / Fraud / Breach of Terms and Conditions

If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this Bid/ Bid, the Bid/ Bid will be cancelled by DSCL. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

4.11 Disputes

Any issue, difference of opinion, or dispute between any Successful Bidder, Bidder/s, the Concessioneing Authority (DSCL) pertaining to any aspect of the present bidding process, shall be settled by jurisdiction at Dehradun.

5.0 TENDERING PROCEDURE AND SCHEDULE

5.1 General

The Bidders shall be required to send their queries on the RFP document to DSCL in writing.

5.2 Pre-Bid Meeting

- 5.2.1 The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of DSCL.
- 5.2.2 The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- 5.2.3 It is advisable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, DSCL may not respond to questions or inquiries from any Bidder who has not attended the Pre-Bid Meeting.

5.3 Amendment of RFP

- 5.3.1 At any time prior to the Bid Due Date, DSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of Addenda.
- 5.3.2 In order to give the Bidders reasonable time to take an Addendum into account, or for any other reason, DSCL may, at its discretion, extend the Bid Due Date
- 5.3.3 DSCL, at its sole discretion, retains the right, but is not obliged, to extend the Bid Due Date by issuing an Addendum.

5.4 Preparation and submission of Bid

- 5.4.1 Bidders shall furnish the information strictly as per the formats given in section –IV of this document without any ambiguity. DSCL shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 5.4.2 All Bids/Bids shall be signed by the duly “Authorized Signatory” of the Bidder.
- 5.4.3 The Authorized Signatory shall initial the Bid on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Bid.
- 5.4.4 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid documents shall be dated.
- 5.4.5 Any firm which submits or participates in more than one Bid for the said Project shall be disqualified.
- 5.4.6 Only original Prposal Security and Affidavit for correctness of bid has to be submitted within the stipulated timeline.

5.5 Language and Currency

- 5.5.1 The Bid and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid/ Bid is in any other language, the same will be supported by an English translation (duly authenticated/ attested from Indian Embassy in respective countries).

5.5.2 The currency for the purpose of the Bid/ Bid shall be Indian National Rupee (INR).

5.6 Bidder's Responsibility

5.6.1 It would be deemed that prior to the submission of Bid, the Bidder has made a complete and careful examination of:

- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
 - I. The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;
 - II. All other matters that might affect the Bidders performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.

5.6.2 DSCL shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document will be rejected.

5.7 Facility Visit

5.7.1 The Bidders prior to submitting their Bid/ Bid for the Project, are expected to visit and examine the Project sites and surroundings at his/her own expenses, the land will be offered by DSCL "as is where is" basis and ascertain on their own responsibility information, technical data, traffic data, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.

5.7.2 It shall be assumed that all these factors were accounted for by the Bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the proposed sites whether he inspects it or not.

5.7.3 Document attached with Technical Bid

The Technical Bid uploaded shall contain the following documents:

- I. Relevant documents (like Certificate of Incorporation, audited financial statements and evidence of experience like client certificate, details of financing arrangements etc.) confirming the "Technical Qualification Conditions" laid down in Clause 4.2;
- II. Letter of Application and Interest (As per Section-IV);
- III. G.S.T. Registration.
- IV. General Information on the Bidder (As per Section-IV);
- V. Power of Attorney for Signing of Application (as per Section-IV);
- VI. Affidavit (As per Section-IV);
- VII. Copy of Bid Security

5.8 Modification and Withdrawal of Bids

- 5.8.1 No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date.
- 5.8.2 Withdrawal of a Bid during the interval between Bid Due Date and expiration of the Bid Validity Period would result in forfeiture of the Bid Security.

5.9 Opening of Bids

- 5.9.1 The Bids will be opened on line by the Authorized Officers of DSCL . The date for opening of Financial Bids shall be intimated in advance to the technically qualified bidders.
- 5.9.2 DSCL reserves the right to reject any Bid, if
 - i) It is not signed.
 - ii) The information and documents have not been uploaded as requested and in the formats specified in the RFP.
 - iii) There are inconsistencies between the uploaded Bid and the supporting documents.
 - iv) It does not mention the Validity Period as set out in Clause 4.4.1(ii)
 - v) There are conditions proposed with the Technical and/or Financial Bids.
 - vi) It provides the information with material deviations.

Note: A material deviation or reservation is one:

- which affects in any substantial way, the scope, quality, or performance of the Project, or
 - which limits in any substantial way, inconsistent with the RFP document, DSCL's rights or the Bidder's obligations, or
 - which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- Vii) No request for modification or withdrawal shall be entertained by DSCL in respect of such Bids.

5.10 Evaluation of Bids

The evaluation will be done in 2 Steps as explained below:

- 5.10.1 In Step-I, Original hard copy of the Bid Security and Affidavit of Correctness of Bid shall be checked. Bids without the appropriate Bid Security and Affidavit shall be rejected. The technical bids of only those bidders whose Bid Security and Affidavit found correct shall be then downloaded and evaluated and there after technically qualified bidders shall be qualified for the financial opening.

- 5.10.2 In Step–II of evaluation, the Financial Bids shall be downloaded and evaluated. The financial bid of the technically qualified bidder will be opened in the presence of bidders who chose to attend. As per this RFP, the financial bid of all the technical qualified bidders will be compared and the bidder who has quoted the maximum revenue that they can share with DSCL per month will be marked H1 and subsequently H2, H3 etc. Bid Security of only H1, H2 & H3 bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and DSCL. The “Bid Security” of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids.
- 5.10.3 DSCL would have the right to review the Bids and seek clarifications where necessary. The response from the bidder(s) shall only be in writing but no change in the substance of the Bid would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 5.10.4 The Bid (Financial and Technical) should be unconditional and any conditionality attached with the Bid/ Bid may result in the rejection of the Bid.
- 5.10.5 Financial Bids of Bidders who do not qualify the Step-I of evaluation shall not be opened.

5.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DSCL will treat all information submitted as part of all Bids in confidence and will insist that all who have access to such material treat it in confidence. DSCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

5.12 Code of Integrity

Any person participating in the procurement process shall, -

- 5.12.1 not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- 5.12.2 not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 5.12.3 not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- 5.12.4 not misuse any information shared between the Procuring Entity and the Bidders with an

- intent to gain unfair advantage in the procurement process;
- 5.12.5 impairing or harming or threatening to indulge in any coercion including to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 5.12.6 not obstruct any investigation or audit of a procurement process
- 5.12.7 disclose conflict of interest, if any; and
- 5.12.8 disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.

5.13 Conflict of Interest:

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to

- 5.13.1 have controlling partner's/ shareholders in common; or
- 5.13.2 receive or have received any direct or in direct subsidy from any of them; or
- 5.13.3 have the same legal representative for purposes of this Bid; or
- 5.13.4 have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- 5.13.5 the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- 5.13.6 the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or
- 5.13.7 the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.

5.14 Acceptance of the Bid

- 5.14.1 DSCL shall issue Letter of Award (LoA) to the Successful Bidder for the Project.
- 5.14.2 The Successful Bidder is required to send his acceptance on the LoA issued within seven (7) days from the date of its receipt.
- 5.14.3 DSCL shall retain the right to withdraw the LoA in the event of the Successful Bidders failure to accept the LoA within the time limit specified in the above clause.

5.14.4 In this event, DSCL shall forfeit the Bid Security of the Successful Bidder.

5.15 Execution of Concession Agreement

5.15.1 The Successful Bidder is required to sign the Concession Agreement within 30 (thirty) days from the issuance of the LoA but prior to signing of the Concession Agreement, the Successful Bidder/ Concessionaire must submit the required Performance Security.

5.15.2 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related Legal Documentation charges and other incidental charges shall be borne by the Successful Bidder.

5.15.3 In case of failure to sign the Concession Agreement within the stipulated time, DSCL shall retain the right to cancel the LoA and forfeit the Successful Bidder's Bid Security and any other amount deposited till that time without being liable in any manner whatsoever to the Successful Bidder.

5.16 Bid of other Bidders

5.16.1 DSCL shall return the Bid Security received from the Bidders who have not qualified in Step-I of the evaluation, within 60 (Sixty) days of opening of the Technical Bid/ Bid. The Bid Security shall be returned without payment of any interest.

5.16.2 Bid Security received from all the short listed Bidders after Step-II of evaluation (except H1, H2 and H3) shall be returned within 60 (Sixty) days from the date of opening of Financial Bid, and returned thereafter, without payment of any interest.

SECTION - II

SCOPE OF WORK

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1. Background

To meet the sanitation and cleanliness requirements at public places in Dehradun, smart public toilet is proposed to be usage to the consumer (in selected public locations). This proposal will be essential for betterment of the urban environment as the usage of smart public toilet will help to keep city clean. The smart public toilet would also enable citizens/visitors to access the usage of smart public toilet at various locations within Dehradun.

DSCL hereby wishes to invite reputed firms (Bidder's) to develop and construct smart public toilet at public places including Operation and Maintenance of the smart public toilet for Five Years.

Locations of smart Smart Public Toilets are at public places in Dehradun as per clause 13.0

2. Scope of Work for Bidder

The bidders will be responsible for:

2.1 Designing, financing, constructing / installing, operating, maintaining and transfer of smart public toilet complex at Public Places through Public Private Partnership (PPP) mode. The operation of the PTUs shall be with the Concessionaire for 5 years.

2.2 Making Power connection at public toilet and all electrical fittings up to the power meter; power connection & external electrification shall be obtained from Uttarakhand Power Corporation Limited (UPCL) and charges will be borne by the Concessionaire. Water & sewerage connection from Uttarakhand Jal Sansthan (UJS) shall be taken by concessionaire & all expenses borne by the concessionaire.

2.3 Providing automation system at public toilet complex including all accessory fitting as describe herein this document will be borne by the Concessionaire.

2.4 Quality control and monitoring systems to be incorporated at each smart public toilet location as per the following:

3. Technical Description of Smart Toilet

The Smart PTU is unmanned and electronic. It is Eco-friendly and hygienically maintained with GPRS enabled system monitoring the toilet remotely. This toilet work on sensors based technology. It has self cleaning mechanism. It is automated access control. There is remote diagnosis and management through web reports. Waste processing is done through Bio digester/ STP or sewer connection as per site condition complete in all respect including water/sewer connection from concern authority.

Smart Smart Public Toilets Units, by integrating electrical, mechanical and web-mobile technologies incorporate full cycle approach in sustainable sanitation.

3.1. General Features

- Card/Coin validator system installed.
- Auto flushes automatic platform cleaning mechanism to clean the toilet before and after usage.
- LED indications to notify the user about the status of the system.
- Voice Guidance to help the user to operate the toilet without manual assistance.
- Display boards where instructions in Hindi and English shall be written for the aid of the user.
- In built water tank.
- Proper arrangements for 24X7 Water supply and Electrical Supply by concessionaire.
- GPRS Connectivity which will help in the monitoring the health status of the unit.
- Special arrangements for the differently able must be provided.
- Feedback display system for cleanliness of the toilet.
- Facilities for dispensing sanitary napkin & encrusted in ladies toilet.
- Electrical Inverter for power backup.
- Roof top solar PV.

3.2. Functional Description

- 3.2.1 The unit shall have a western style WC, health faucet, lights, status display & instruction boards, etc. Water tank of minimum 2 Nos of 1000 Litre capacity shall be erected on top of the toilet unit.
- 3.2.2 There should be display light outside the toilet unit, which shows whether the unit is “Occupied” indicating with Red light or “Unoccupied “ indicating with Green light. The user should enter (by automated card/coin insertion) and close the door manually from inner site of WC.
- 3.2.3 Upon entering the toilet, indoor lights should be switched on automatically. Pre flush system will wet the closet initially. Toilet flush can be activated using a manual flush cock provided inside the toilet. Even if the user forgets to flush after usage, the system should automatically flush after the exit. Exit from the unit is completely manual. An automatic floor cleaning mechanism should also be provided through which, the floor will be cleaned automatically. The floor cleaning should be activated either through a push switch or it may be programmed to function after a specified usage.
- 3.2.4 The floor cleaning of walk able area inside the toilet unit shall also be provided through automation system at regular interval.
- 3.2.5 The automation system for the slab of hand wash basin and slab should also be provided.
- 3.2.6 The Concessionaire shall ensure all time clean and hygienic condition in and outside the toilet.

4. Connected Smart-Toilet Infrastructure

- 4.1 Smart Toilets shall be connected over a GPRS network, which ensure real-time monitoring of the usage and health status of the Smart Toilet. The health status may be viewed and managed over a web interface for ensuring minimal downtime and standardized maintenance operations. A Service Engineer must attend to technical trouble shooting of the Smart Toilets within 24 hours.

- 4.2 The Smart Toilet, though must integrate several electronic technologies for its smooth operations, should not provide any complex electronic interface for the user. The electronic systems are should be utilized for effective management of the Smart Toilets.
- 4.3 The Smart Toilet must be connected to nearby sewerage system. In case there does not exist any sewerage system in the vicinity the concessionaire shall ensure the treatment of sewage and waste water from the toilet complex either by providing a bio-digester and soak pit or any other sewage treatment process.
- 4.4 Outdoor advertising space on PTU complex panels must be provided.
- 4.5 The Smart PTUs are to be constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top panels and plumbing etc. Smart toilet must have proper vandalism proof provisions of stainless steel (SS) pipes structure, Acrylic sheets, FRP sheets, Polycarbonate roofing sheets, etc with provisions of backlit advertisement panels on 3 sides including necessary concealed electrical wiring, etc for ample illumination in night.
- 4.6 The advertisements are only permitted to display on the front wall and side walls of the Smart PTUs. The advertisement area is approximately 50 sq.mtr. which can be extended after prior approval of DSCL.
- 4.7 The advertisements panel shall be have Back lit advertising panel/Digital Advertising panel (with prior approval of the Dehradun Police) in the frame of Aluminum /Stainless Steel and covered with poly carbonate sheet as per design approved by DSCL.
- 4.8 No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the DSCL in this regard shall be conclusive and binding on the CONCESSIONAIRE.
- 4.9 Smart PTUs are to be constructed at locations as per list given in RFP.

- 4.10 The provision of the space for various facilities such as shop, e-commerce ATM, Solar Photovoltaic Roof Top Panels , Wi-Fi as per the design approved by DSCL are to be provided in each Smart PTUs. The number of facilities / requirements shall be as per the site feasibility and the location specific requirements.
- 4.11 The Smart Public Toilets shall have separate facility for ladies, gents and disabled persons (Divyang) along with the other required smart facilities such as Jan Aushadhi Kendra, e-commerce ATM, Shop, Self Help Group ,Wi-Fi and Solar Roof Panels.
- 4.12 The material and the fixtures to be used in each Smart PTUs are given herewith for minimum standard. However, the concessionaire can propose the higher specification than the above for approval by the DSCL.
- 4.13 Design criteria for preparing/submission the drawings of individual Smart PTUs in details are given RFP.
- 4.14 Water supply: The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTUs and for the use of public visiting these public conveniences. Laying of water line connection from Uttarakhand Jal Sansthan and payment of connection & usage charges shall be the responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case, the concessionaire has to arrange water at his own cost.
- 4.15 Electricity supply: The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTUs from the Solar panels and electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall have to be arranged by the concessionaire through meter from UPCL and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- 4.16 Sewerage Disposal: The Concessionaire shall ensure disposal of treated sewerage through pipe line to nearest municipal sewer line/drain at his own cost. The connection charges and user charges shall be responsibility of the concessionaire. Where there is no

feasibility of municipal sewer line, in that case, biodegrade is to be provided by the concessionaire at his own cost.

- 4.17 Landscaping: The concessionaire shall put plants in and around each Smart PTUs where space is available as per the approval of the DSCL and maintain the same in good condition at all times.
- 4.18 Cleaning of Smart PTUs: The Concessionaire shall ensure cleaning of the Smart PTUs as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTUs.
- 4.19 Waste Disposal: The Concessionaire shall provide stainless steel litterbins inside and outside the Smart PTUs as specified and dispose of the collected waste up to nearest municipal bin.
- 4.20 All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman. Obtaining electrical safety clearance from regulatory body shall be the responsibility of the concessionaire at his own cost.
- 4.21 All the sanitary fittings/fixtures (WC, Urinal pot, Cistern, Taps, Dispenser, soap dispenser, wash basins etc.) shall have automated operation & meets the standard specifications as GEM/PARKO/JAQUAR/KINGSTON & HINDUSTAN/NEYCER/PARRYWARE/SANITARYWARE CERA or equivalent, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- 4.22 In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of DSCL shall be final.
- 4.23 All the Smart PTUs shall be fully automated system and shall have provided with urinal pots, washbasins, taps, WCs (European Type), flushing cistern for urinals & WCs, soap

dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.

4.24 The door and ventilator frames shall be of Aluminum sections / epoxy coated MS sections panel door.

4.25 Toilets are to be provided with paddle operated dustbins.

4.26 Staff Room / Generator Room may be provided in the Smart PTUs as per drawing, if possible.

4.27 Entire colour scheme and samples of the materials shall be got approved prior to use in the construction of Smart PTUs.

4.28 The minimum specifications for the material to be used in Smart PTUs:

4.29 Relevant BIS specification shall be applicable wherein the minimum specification is not declared.

Table: 2-1 Minimum Specification

S.No.	Item description	Minimum specifications
1	Brick work	As per CPWD specifications / for modular partition wall shall be as per manufacturer Specifications.
2	Roof	RCC, M-25 with reinforcement of Fe500Grade.
3	Flooring	Reeded Granite flooring with 18 mm thick granite stone or granite tiles of required colour as Approved by DSCL.
4	Internal wall cladding	Digital wall tiles of min 5 mm thickness such as NITCO, Somany, Kajaria, Johnson or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and

		jointed with white cement slurry and matching pigment up to ceiling height.
5	External wall cladding	ACP cladding of approved quality & colours as per the drawings.
6	Cistern	Automatic flushing cistern with PLC controlled device, preferable concealed Cistern.
7	Storage tank	Polyethylene water storage tank ISI: 12701 marked indicating the BIS license no.
8	Sensor based Taps, stop cocks, Angle, valves, etc.	PTMT (engineering thermoplastic) fittings of Kohler, Jaguar, Hindware, Cera, or equivalent make in the PTUs and C. P. Brass / Metal fittings in the PTUs of approved quality.
10	Fitting Electrical wirings and Fixtures	All fixtures, wiring & fittings of BIS standards. All lightings shall be LED lights, Fans, exhaust fans, Hand Dryer shall be sensor based and energy efficient.
11	Solar Photovoltaic Roof Top Panels	Solar photovoltaic panels of good quality shall be placed on roof for about 2 KW to 3KW capacity as per the site feasibility.
12	Provision of ledge for placing personal belongings within the toilet cubicle as well as wash area in toilets.	

4.30 The construction be carried out as per approved drawings & specifications, wherein the specification are not clear, relevant BIS specification shall be applicable.

4.31 The entry gate for all facilities including toilets is not allowed from the backside (rear wall) of the Smart PTUs.

4.32 Operations & Maintenance: This includes operation of the Smart PTUs i.e. regular cleaning of the Smart PTUs & and its surrounding area, functioning of all the fixtures,

deployment of dedicated personnel, supervision and providing of consumables. The maintenance and operation of the entire necessary infrastructure provided in Smart PTUs such as electricity, drainage, sewerage, waste removal, water etc. The Concessionaire shall also clean and housekeeping the other areas created in Smart PTUs for the other facilities as specified above.

5. Minimum Maintenance Requirements

5.1 All PTUs should be kept opened from 5.00 a.m. in the morning to 12:00 p.m. in the night during summer from the months of March to October and from 6:00 a.m. in the morning to 12:00 p.m. in the night during winter season from November to February for all seven days a week. However, the Concessionaire may be allowed to open it early and close it later, if the utility is located in parks, markets & commercial areas etc. in consultation with DSCL. At some places it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of DSCL in this regard shall be final. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.

5.2 Water must be always available for flushing and washing.

5.3 All fittings and fixtures are to be maintained in fully functional condition always.

5.4 The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.

5.5 The advertisement panel to be kept clean from dust stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart PTUs.

5.5 No leakage from roof to be permitted.

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

5.7 The lighting arrangement at the Smart PTUs is functional at all times. Electrical safety is to be ensured for users as well as CONCESSIONAIRE'S staff.

- 5.8 All structural materials, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.
- 5.9 Broken floor and wall tiles are to be replaced within two days of such event.
- 5.10 The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off regularly.
- 5.11 Security of all assets is to be ensured by the Concessionaire.
- 5.12 Exhaust fans should be functional always.
- 5.13 A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.
- 5.14 The concessionaire shall be responsible to rectify minor complaint within 6 hours after receipt/ occurrence of complaint & major break down in any Electrical/ Sanitary installation shall be rectified next day failing which penalty @500/- per day shall be imposed.
- 5.15 Penalty for Rs 1,000/- Per Toilet / Per Day shall be levied for improper quality of maintenance i.e. improper cleaning, sanitation, blockage, improper supervision, short deployment of equipment and use of inferior quality of consumables.
- 5.16 All urinals, W.Cs,& all fitting and fixture shall be controlled via an occupancy sensor (electrical/electromechanical/optical etc.)and for proper functioning of the Smart Toilet Units & to save water & energy .This clause will override the clause(s) mentioning any operation otherwise e.g. manual/operation etc.if and wherever specified in thid documents.

6. Requirement for Design and Maintenance of Smart Public Toilets in Dehradun

6.1 Layout:

Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet. Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has lot of challenge in Public domain. Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user. Signage's used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions. Signage's used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.

6.2 Lighting:

A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-colored lighting can create the impression that a toilet is n" t clean. Natural lighting can be used to help create a softer, friendlier environment. All smart Smart Public Toilets should be provided with warm-colour lighting for general lighting as well as down lights above the wash basin/mirror. The minimum general lighting level is 300 lux. Warm-colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users.

6.3 Materials:

Materials shall be used of durable, resistant to vandalism and neglect. Examples of good materials: -

- a. Floor shall be of Non-slip ceramic tiles, natural stone, homogeneous tiles, terrazzo etc.
- b. Wall shall be of Ceramic tiles, natural stone, homogeneous tiles, stainless steel, enameled steel panels, glass block, aluminum panels, phenolic cladding etc.
- c. Ceiling shall be of Mineral fiber board, fibrous plaster board, Aluminum panels or strips etc.

Carefully selected, durable materials minimize maintenance and prevent misuse. It is highly desirable that painted finishes are avoided, together with any materials, which are affected by moisture or corrosion (e.g. woodchip products and ferrous metals).

Floor finishes are important material support the image being presented. The finishes must be sufficiently durable to withstand the anticipated traffic levels and the toilet-cleaning frequency should also be sufficient to keep the floor looking well maintained and clean.

Non-slip homogeneous tiles are often selected because they are durable and are relatively easy to clean. The walls should be tiled, allowing the cleaners to sponge down the walls and floors thoroughly with little difficulty.

Wall and floor tiles of large surface areas are encouraged for easy maintenance. Use colours to brighten the toilet, create interest, and produce a conducive environment. Colour, achieved with materials and lighting, is one of the vital ingredients in creating ambience.

6.4 Specifications of Urinals, Water Closets and Wash Basins:

vitreous sanitary ware shall meet the criteria as per the requirement of IS-2556 and shall be auto urinal/flusher systems, designed to provide automatic flushing in Urinals and Comodes of western style without even touching anything. Auto flushing systems shall be stylish, durable, easy to use and add a prestigious and sophisticated look to the unit. The system must eliminate wastage of precious water, eliminates the stinking and foul smell which arises due to non-flushing of urinals/wc by user in some cases. The system shall be electrically/electronic/optical etc. based auto system. Which calculates amount of water to be flushed depending upon time take by user at urinal or wc pot.

6.4.1 Urinals:

All Urinals should be fitted with a flush valve and may be with an automatic flushing device and shall be controlled via an occupancy sensor to save water. The fixture should be concealed for easy maintenance and to deter vandalism. If two or more urinals are installed, one should be installed at child's height. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

6.4.2 Water Closets:

All W.C.s should be wall hung or seated / stand and should be fitted with automated sensor or PLC based flushing device. The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be 850mm (min) x 1500mm (min). An ablution tap

coupled with hose and a spring-loaded nozzle should be installed in W.C. Floor trap should be provided within the W.C. where it is fitted with the ablution tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

6.4.3 Wash Basins:

The basins should have sensor based, minimum size of 500mm in length and 400mm in width. All wash basins should be installed into vanity tops, and located beneath the vanity. Vanity tops should have backsplash and apron edges. All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation. Where there are two or more basins, one should be installed at child's height. In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

6.5 Provisions of Facilities:

All Smart Public Toilets should be fitted with:

- a. Waste bins inside each male and female toilet.
- b. Either paper towel dispenser or hand dryer, directly above or in close proximity to the washbasin.
- c. Suitable air fresheners to promote a fragrant, pleasing environment.
- d. Sanitizers in each W.C bowl/ urinal fitting.

7. Special Needs for Universal Accessible Toilet for Physically Challenged Persons (Divyang)

Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for PTUs. The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.

A. Specifications

Gentle Slope for ramps: 1:12 max

Landing: every 750mm of vertical rise

Width & Depth: Toilet clears inner size 1500mm to 1800mm.

Surface (ramp + landing) should be slip resistant.

A ramp should be accompanied by a flight of easygoing steps

B. Handrails

Handrails should be circular in section with a diameter of 40-50mm of Stainless Steel, at least 45 mm clear from the surface to which they are attached, at the height of 850-900mm from the floor, extend by at least 300mm beyond the head and foot of the flight and ramp, in the line of travel and firmly grouted in the ground.

C. Tactile Surface

Ground surface of a different texture through tactile be provided for allowing/guiding/warning for persons with vision impairment by a tactile signal. Line-type blocks indicate the correct path/route to follow. Dot type blocks indicate warning signal, to screen off obstacles, drops-offs or other hazards, to discourage movement in incorrect directions and to warn of a corner or junction. Tactile should be placed 300 mm at the beginning and end of the ramps, stairs, and entrance to any door.

D. Installation Standards

All pipe works should be concealed, except for final connections to the fixtures. Pipe work exposed to view should be chrome-plated. Avoid surface mounting of cables. They should be fully concealed. Avoid sharp corners or edges. Coved tiles or PVC strips should be provided along these edges as far as possible. Access panels to pipe ducts should be located as far as possible in inconspicuous areas. Mirrors should be flush with the wall surface

E. Ventilation System

Proper ventilation of a public toilet is one of the highest priorities. Ineffective ventilation can make a public toilet unbearable, even if it is well designed. Effective ventilation ensures that vitiated air is quickly extracted, and helps to avoid dampness and subsequent growth of mould on floors and all.

The toilet air should be extracted to the outside by a mechanical ventilation system at a rate not less than 15 air changes per hour through exhaust fan.

8. Maintenance

8.1 Sequence of Cleaning

General cleaning should be carried out daily. It should follow a systematic sequence to avoid areas, which were previously cleaned from becoming wet and soiled again before the cleaning process is completed.

The general cleaning should be divided into spot and thorough cleaning. Spot cleaning refers to the process whereby only specific areas are cleaned, Thorough cleaning refers to the cleaning of the entire restroom and is usually carried out once a day.

The sequence of cleaning should follow this checklist:

- (a) Replace all expendable supplies
- (b) Pick up litter and sweep floor
- (c) Clean and sanitize commodes and urinals
- (d) Clean and sanitize basins
- (e) Clean mirrors and polish all bright work
- (f) Spot-clean walls, ledges, vents and partitions
- (g) Wet-mop floors
- (h) Inspect work and correct any errors

An inspection card should be used in the supervising and monitoring of the daily maintenance of the toilet. This card should be placed at the back of the entrance door to the toilet. A copy of the inspection card is shown herein annexed at Table-1.

8.2 Schedule Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness). Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user.

8.3 Timing and Frequency of Cleaning

The timing and frequency of cleaning should be determined by the crowd flow. Cleaning should be done more often during peak hours and less during off-peak hours.

8.4 Basic Equipment and Supplies

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings. To carry out proper toilet maintenance, cleaners should have the equipment.

8.5 Correct Use of Cleaning Agents

Cleaners of Smart Public Toilets should be trained in the proper usage of specific cleaning agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish.

8.6 Mechanical Ventilation System

Mechanical ventilation systems should be: -

- (a) Properly maintained to ensure maximum efficiency and optimal operating conditions.
- (b) Checked and serviced on a monthly basis. Cleaning of the systems should also be done weekly via wiping or dusting.

8.7 Signage for Smart PTUs :-

- a) Each Smart PTUs displays a sign board “Maintained by (Name of Agency) for DSCL” along with the DSCL logo and well lit at inconspicuous area. The e-mail address of concessionaire and Engineer-in-charge with telephones numbers for any suggestion and complaint by the user.
- b) LED signage of appropriate size at least in two number, shall be put on the Smart PTUs as most visible locations for general public display “ Free Public Conveniences” in Hindi & English language.
- c) All the signage shall be preferably in Stainless Steel Plate for the following information: Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking area, DSCL are .
- d) Social Message ‘keep the Toilet Clean’, ‘Save Water’ ‘Use Dustbin’ ‘Wash your Hand’ ‘Don’t Spit’ etc.

9. Operation, Cleaning and Maintenance

Table: II-2 Frequency for Spot Cleaning of Smart PTUs on daily basis

Sr.No.	Description of item/ maintenance task	Frequency for spot Cleaning
1	Cleaning of MS/Stainless steel railing including balusters & Signage	Daily & as and when required.
2	Cleaning of doors / windows	Daily
3	Cleaning /Sweeping of Floors	Daily & as and when required.
4	Cleaning of litterbins etc.	Daily & as and when required including disposal of litters etc. to the nearest DSCL dustbin/ compactors.
5	Cleaning of sanitary fixtures	Daily & as and when required to keep fixture neat and clean.
6	Removal/ disposal of waste of toilets, unchoking of WC, urinals etc	Daily & as and when required.
7	Checking of all plumbing/ electrical connections fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
8	Cleaning of surrounding of toilets	Daily & as and when required.

10. LOCATIONS FOR SMART PUBLIC TOILET DEVELOPMENT IN DEHRADUN CITY:

S.No.	Location
1	Collectorate

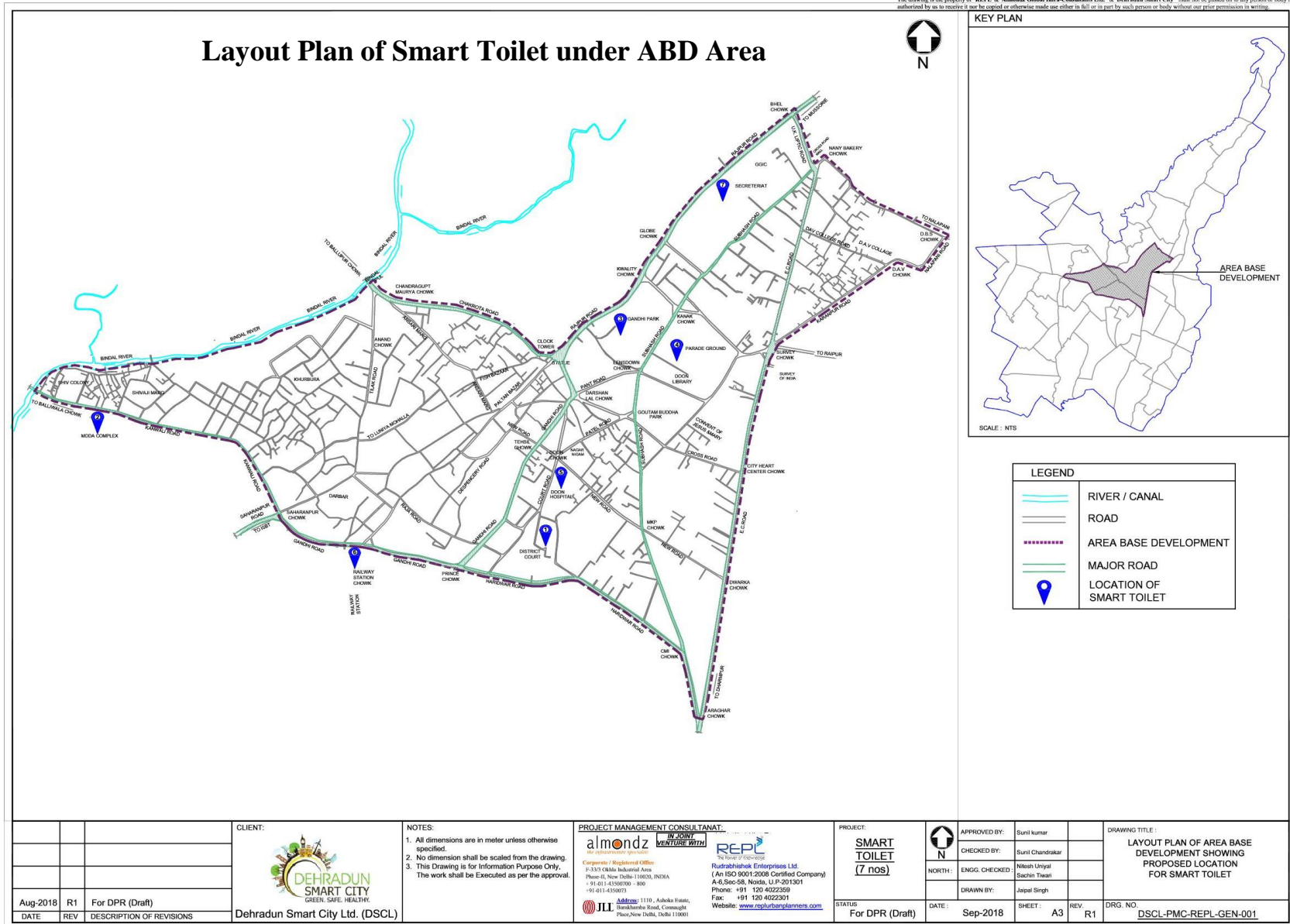
2	MDDA Colony, Kanwali Road
3	Inside Gandhi Park, Rajpur Road
4	Parade Ground
5	Doon Hospital
6	Railway Station
7	Uttarakhand Secretariat.

11 User Charges of Public Toilet fixed by DSCL

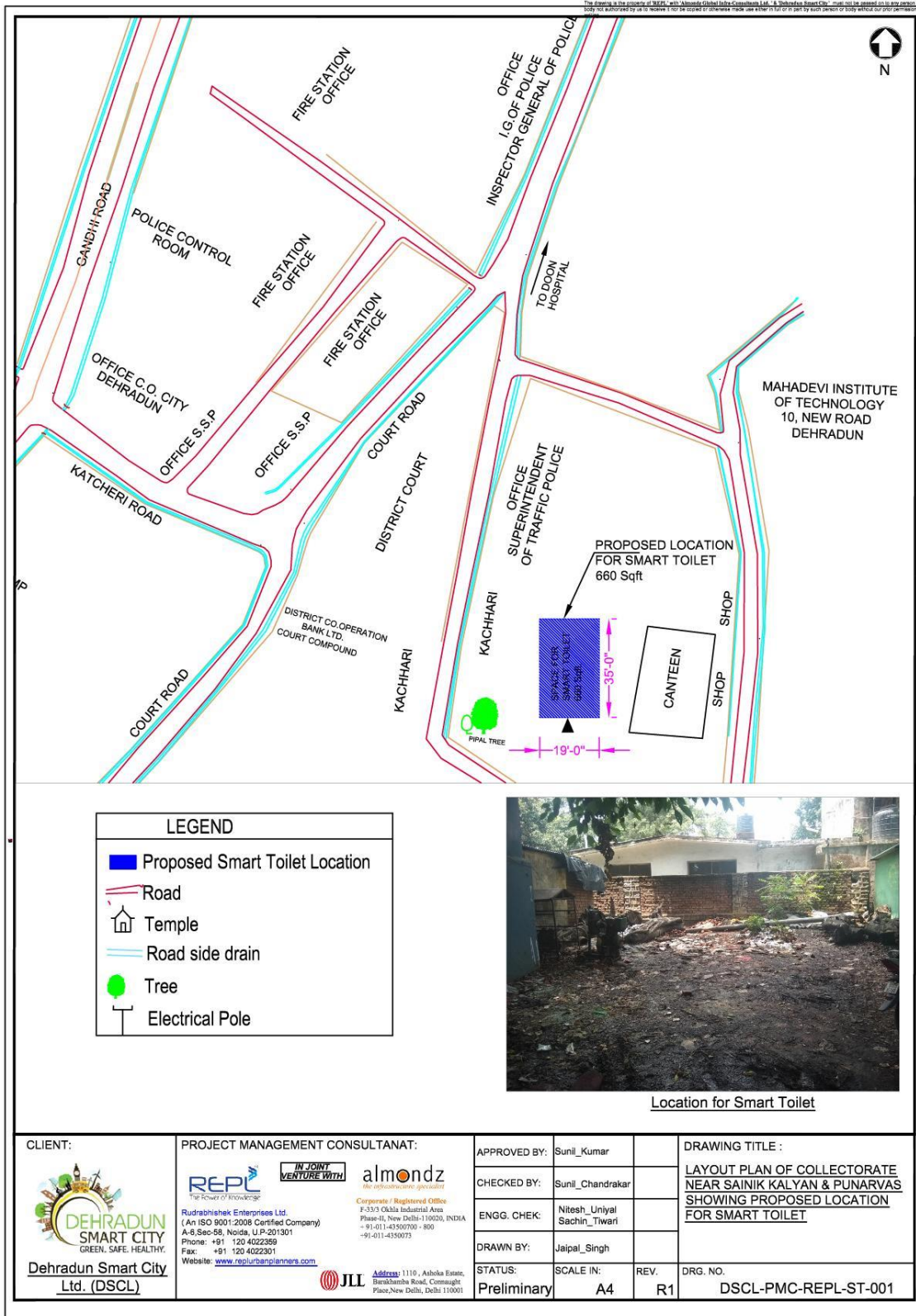
Urinal - Free of cost

Use of W.C - Rs 5.00 (Five only)

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Location plan of Smart toilet at Colocorate Near Sainik Kalyan & Punarvas



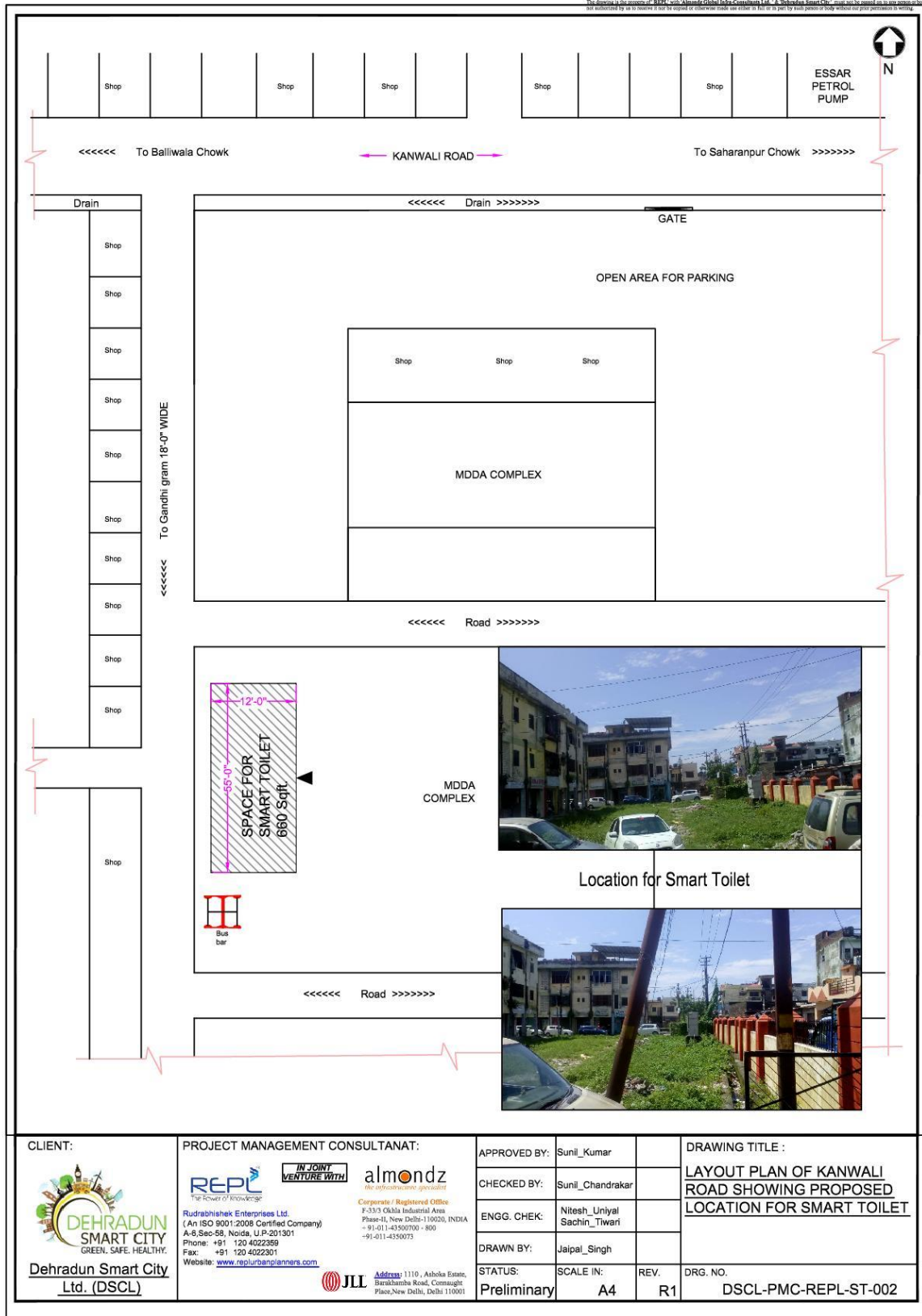
LEGEND	
	Proposed Smart Toilet Location
	Road
	Temple
	Road side drain
	Tree
	Electrical Pole



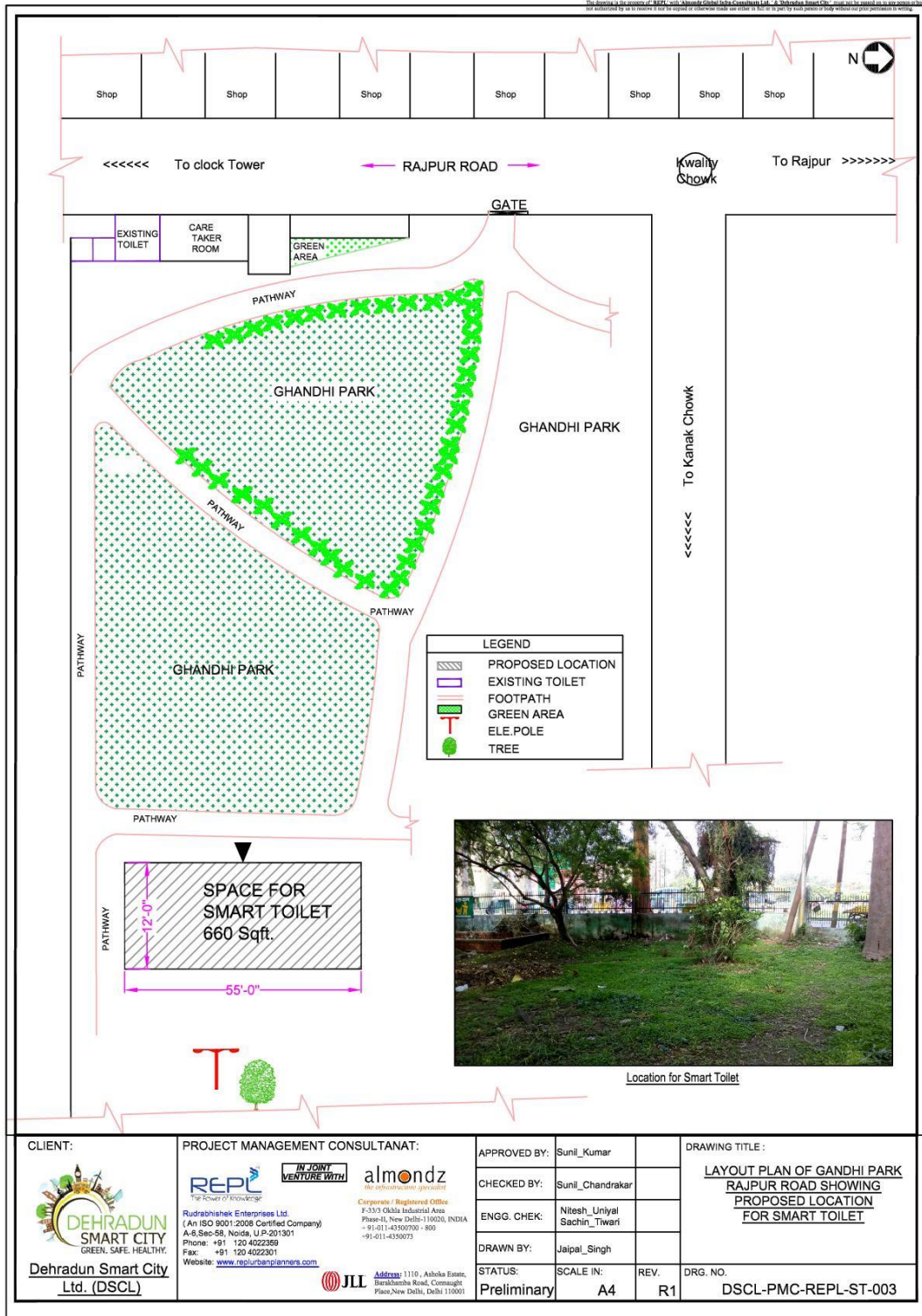
Location for Smart Toilet

<p>CLIENT:</p> <p>DEHRADUN SMART CITY GREEN. SAFE. HEALTHY. Dehradun Smart City Ltd. (DSCL)</p>	<p>PROJECT MANAGEMENT CONSULTANT:</p> <p>REPL The Power of Knowledge Rudrabhishek Enterprises Ltd. (An ISO 9001:2008 Certified Company) A-6, Sec-58, Noida, U.P. 201301 Phone: +91 120 4022359 Fax: +91 120 4022301 Website: www.replurampanners.com</p> <p>almondz Corporate / Registered Office: F-3/3 Okhla Industrial Area Phase-II, New Delhi-110020, INDIA +91-011-43507700 - 800 +91-011-4350073</p> <p>JLL Address: 1110, Ashoka Estate, Barakhamba Road, Connaught Place, New Delhi, Delhi 110001</p>	APPROVED BY:	Sunil_Kumar	<p>DRAWING TITLE :</p> <p>LAYOUT PLAN OF COLLECTORATE NEAR SAINIK KALYAN & PUNARVAS SHOWING PROPOSED LOCATION FOR SMART TOILET</p>	
		CHECKED BY:	Sunil_Chandrakar		
		ENGG. CHEK:	Nitesh_Uniyal Sachin_Tiwari		
		DRAWN BY:	Jaipal_Singh		
		STATUS:	Preliminary		
SCALE IN:	A4	REV.	R1	DRG. NO.	DSCL-PMC-REPL-ST-001

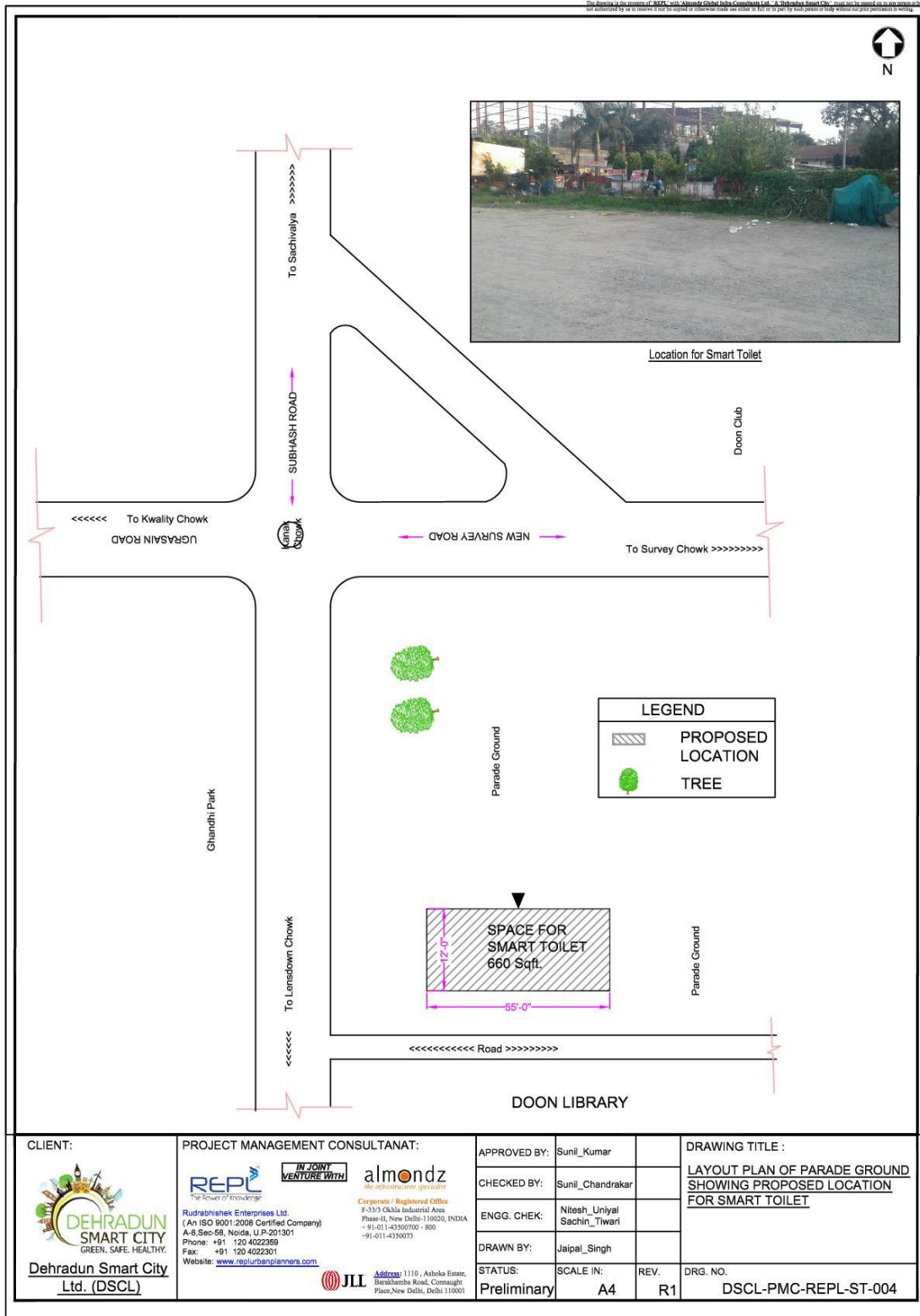
Location plan of Smart toilet at Kanwali road near MDDA Colony



Location plan of Smart toilet at Gandhi park inside

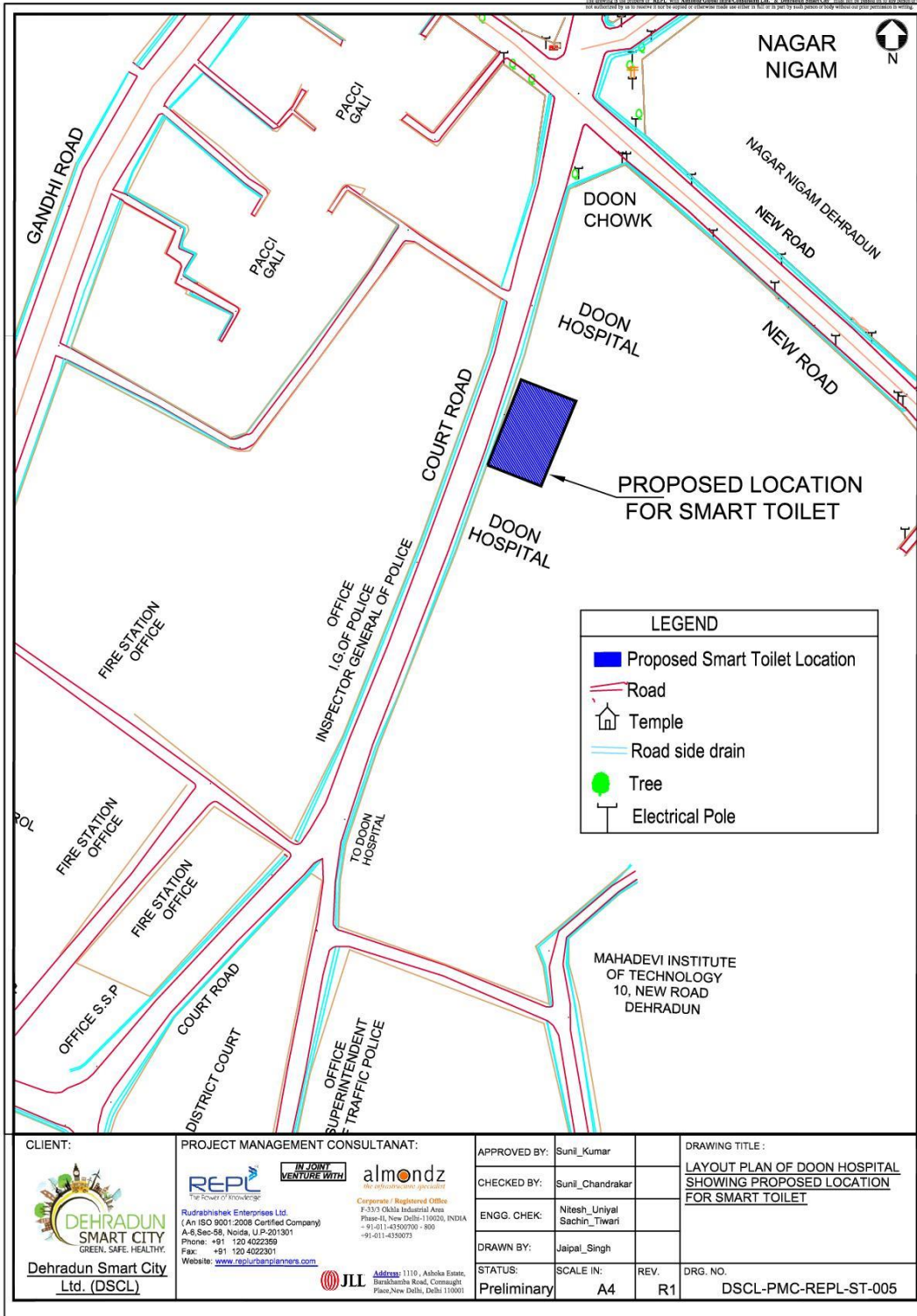


Location plan of Smart toilet at Parade Ground opp. Doon Library

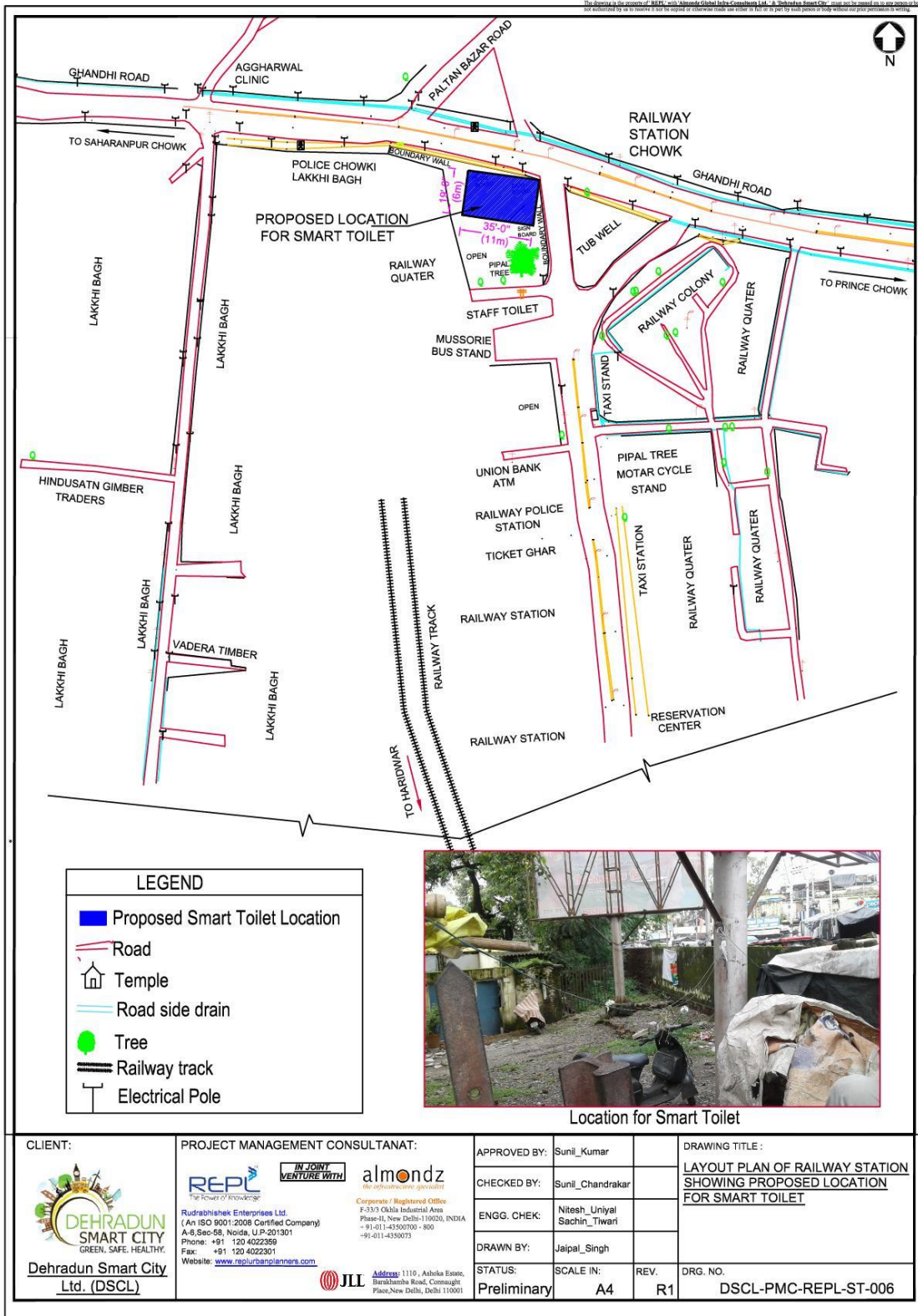


<p>CLIENT:</p>  <p>DEHRADUN SMART CITY GREEN. SAFE. HEALTHY.</p> <p>Dehradun Smart City Ltd. (DSCL)</p>	<p>PROJECT MANAGEMENT CONSULTANT:</p>  <p>REPL The Power of Knowledge</p> <p>Rudrabhishek Enterprises Ltd. (An ISO 9001:2008 Certified Company) A-8, Sector 58, Noida, U.P. 201301 Phone: +91 120 4022359 Fax: +91 120 4022301 Website: www.replurbanplanners.com</p>		<p>APPROVED BY: Sunil_Kumar</p> <p>CHECKED BY: Sunil_Chandrakar</p> <p>ENGG. CHEK: Nitesh_Uniyal Sachin_Tiwari</p> <p>DRAWN BY: Jaipal_Singh</p> <p>STATUS: Preliminary</p>		<p>DRAWING TITLE :</p> <p>LAYOUT PLAN OF PARADE GROUND SHOWING PROPOSED LOCATION FOR SMART TOILET</p> <p>SCALE IN: A4</p> <p>REV. R1</p> <p>DRG. NO. DSCL-PMC-REPL-ST-004</p>	
	<p>almondz</p> <p>Corporate / Registered Office: F-3/3 Okhla Industrial Area Phase-03, New Delhi-110024, INDIA +91-011-43100700 + 800 +91-011-4350073</p> <p>JLL Address: 1110, Ashoka Estate, Barakhamba Road, Connaught Place, New Delhi, Delhi 110001</p>		<p>APPROVED BY: Sunil_Kumar</p> <p>CHECKED BY: Sunil_Chandrakar</p> <p>ENGG. CHEK: Nitesh_Uniyal Sachin_Tiwari</p> <p>DRAWN BY: Jaipal_Singh</p> <p>STATUS: Preliminary</p>		<p>DRAWING TITLE :</p> <p>LAYOUT PLAN OF PARADE GROUND SHOWING PROPOSED LOCATION FOR SMART TOILET</p> <p>SCALE IN: A4</p> <p>REV. R1</p> <p>DRG. NO. DSCL-PMC-REPL-ST-004</p>	

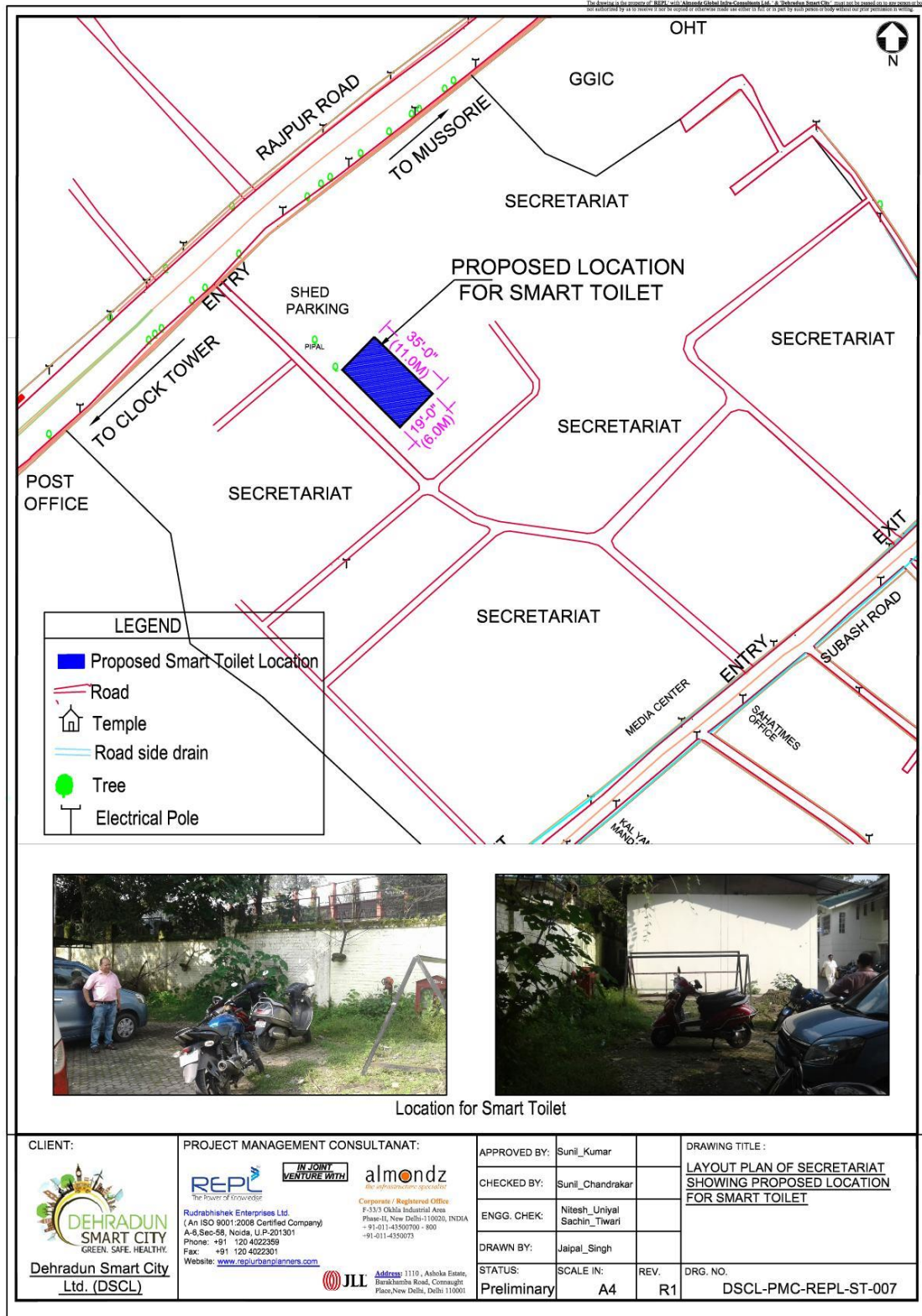
Location plan of Smart toilet at Doon Hospital inside parking area



Location plan of Smart toilet at Railway Station outside



Location plan of Smart toilet at Sachivalaya inside premises



<p>CLIENT:</p> <p>Dehradun Smart City Ltd. (DSCCL)</p>	<p>PROJECT MANAGEMENT CONSULTANT:</p> <p>REPL The Power of Infrastructure</p> <p>Rudabhishik Enterprises Ltd. (An ISO 9001:2008 Certified Company) A-6, Sec-58, Noida, U.P.-201301 Phone: +91 120 4622359 Fax: +91 120 4622301 Website: www.replurbenplanners.com</p> <p>almondz The Infrastructure Specialist</p> <p>Corporate / Registered Office F-373 Okhla Industrial Area Phase-II, New Delhi-110026, INDIA +91-011-43509700 - 800 +91-011-43509773</p> <p>JLL Address: 1110, Ashoka Estate, Barakhamba Road, Connaught Place, New Delhi, Delhi 110001</p>	<p>APPROVED BY: Sunil_Kumar</p>	<p>DRAWING TITLE :</p> <p>LAYOUT PLAN OF SECRETARIAT SHOWING PROPOSED LOCATION FOR SMART TOILET</p>
		<p>CHECKED BY: Sunil_Chandrakar</p>	
<p>DRAWN BY: Jaipal_Singh</p>		<p>STATUS: Preliminary</p>	<p>SCALE IN: A4</p>
		<p>REV: R1</p>	<p>DRG. NO. DSCCL-PMC-REPL-ST-007</p>

SECTION - III
General Conditions of Contract

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Concession Agreement, unless the context otherwise require in consonance with applicable laws, the words, phases expression shall have respective meaning as defined below: -

- a) **“Applicable Laws”** means all laws which are applicable but not limited to , statutes, customs, conventions, regulations, rules, by-laws, judgements, decrees, injunctions, writs and orders of any Court as well as administrative and judicial directives, notifications,, as for the time being in force during, before and after the subsistence of this Agreement.
- b) **“Book Value”** shall mean the written down value in the audited books of a specific asset or class of assets in accordance with generally accepted accounting principles and applicable accounting standards for the time being in force in India.
- c) **“DSCL” shall** mean the Chief Executive Officer of Dehradun Smart City Limited.
- d) **“Clearance” shall** mean, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project
- e) **“Commercial Charges”** shall mean the Tariffs as per MDDA/Municipal Corporation guidelines levied by the concessioner for Public Toilet Units users and charges for display of advertisements on such Public Toilet Units.
- f) **“Concession”** or **“Concession Agreement”** shall mean and include this signed Concession Agreement (including the Schedules of the Concession Agreement, the “Letter of Award” issued by DSCL, the written clarification(s), addendums, amendments, all annexure, forms etc attached therewith to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix therewith).
- g) **“Concessionaire” shall** mean , any Successful Bidder formed under the Companies Act, 1956 or the Companies Act 2013] shall include its Successors, assigns, directors, officials, managers, substitutes, sub-Consultants, men, agents, servants, employees, parent companies, holding companies, subsidiaries, contractors, sub-contractors, vendors, etc.
- h) **“Concessionaire's Representative”** means the Persons appointed by Concessionaire for the execution of this project
- i) **“Concession Period”** shall mean the period for which this Concession is granted, commencing from the Compliance Date unless the termination or transfer of the project along with all the assets and liabilities takes place.
- j) **“Conditions Precedent”** means the conditions set out in Article 4 hereof.

- k) **“Competent Authority”** shall mean DSCL , any agency, authority, department, ministry, public or Statutory Creature, of the State of Uttarakhand, Government of India, or any local authority, or any other sub-division thereof having authority over the implementation of the Project having jurisdiction over all or any part of the Project and/or the performance of all and/or any of the services and/or obligations of the Concessionaire under and/or pursuant to this Concession Agreement.
- l) **“Compliance Date”** shall mean the date of issuance of any Certificate of Compliance by the Concessioneing Authority and/or Competent Authority with regard to execution of the works in furtherance to this Agreement.
- m) **“Concession Agreement Completion Certificate”** means the certificate issued under **Article 11..**
- n) **“Cost” shall** mean all expenditure properly incurred or to be incurred by the Concessionaire, on the Project, including overheads and similar charges, but does not include profit.
- o) **“Day” shall** mean a calendar day, **“Month” shall** mean 30 (thirty) days and **“Year”** means 365 days of the English Georgian Calendar.
- p) **“Project Report” shall** mean the project report including the drawings charts, diagram, and graphical representations, as submitted by the Concessionaire and on the basis of which the Concessionaire shall complete the development/Installation of the Public Toilet Units Unit.
- q) **“Development/Installation” shall** mean the Construction and Installation of Public Toilet Units Unit as per the Project Report approved by the Concessioneing Authority and/or Competent Authority and in accordance with all schedule provided in this document and all other provisions of the Concession Agreement including the Schedules, all annexure, appendixes, addendums, amendments to this Agreement.
- r) **“Directives” shall** mean any and/or all present or future requirement disclosed, notifications, instructions, directions, orders, rules, regulations issued by any Competent Authority or the state or by the Concessioneing Authority and/or the Competent Authority and/or the State of Uttarakhand and/or the Government of India and/or the DSCL and/or the MDDA from time to time to the Concessionaire as well as any and/or all modifications, extensions amendments, replacements thereto for the time being in force..
- s) **“Encumbrances” shall** mean any and/or all encumbrances 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 Public Toilet Units's, physical encumbrances or encroachments on the Public Toilet Units's.

- t) **“Equity”** means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire and shall include the funds advanced by any Joint Venture (JV) Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost.
- u) **“Financial Close”** means the date on which the Financing Documents with respect to the Financing Package for the Project have been executed and become effective and the Concessionaire has fulfilled all the conditions needed for draw down of Financing and the Concessionaire has immediate access to such Financing and which shall in any case not be later than 120 days from the date hereof in this document.
- v) **“Financial Model”** means the financial model adopted by Senior Lenders setting forth the capital and operating costs of the Project and revenues there from on the basis of which the financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein.
- w) **“Financing Documents” shall** mean the documents executed by the Concessionaire in respect of financing of the Project to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security arrangements, and other documents.
- x) **“Financing Package” or “Financing” shall** mean the financing package of the Project furnished by the Concessionaire indicating the Total 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 the Project.
- y) **“Force Majeure” or “Force Majeure Event” shall** mean acts, events, conditions and/or occurrences as specified in the Article 16.
- z) **“Good Industry Practice” shall** mean those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected and accepted from a reasonably skilled, prudent and experienced operator engaged in construction and operation of projects akin to the Project. It would include good engineering practices in the design, construction, installation, and project management which would be expected to result in the performance of its obligation by the Concessionaire and in operation and

maintenance of the Project in accordance with this Concession Agreement, Applicable Laws, Clearances, reliability, safety, environment protection, economy and efficiency.

- aa) **“GOUK” shall** mean the Government of the State of Uttarakhand, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Uttarakhand and its administrators, successors and assigns as well as Public Sector undertakings, statutory creatures, any juristic entities having nominated or deputed any Public Servant which financially and administratively subject to control of the state of Uttarakhand.
- bb) **“Public Toilet Unit (PTU)”** shall have the meaning as described in Schedule-V and to be developed as per Schedule-I *as per this Concession Agreement*.
- cc) **“Independent Auditor/ Valuer”** shall have the meaning as prescribed here in this document
- dd) **“Implementation Completion Certificate”** means the certificate issued under Article 9.1.
- ee) **“Implementation Period” or “Time for Completion of Implementation” shall** mean the period from the Compliance Date to the date of issue of Implementation Completion Certificate, wherein the development of the Public Toilet Units has been completed and made operational, as per Schedule- I & IV and all other applicable provisions of this Concession Agreement.
- ff) **“Material Adverse Effect” shall** mean consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by the terms of this Concession ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Concession Agreement, or (c) frustrates a material provisions of this Concession Agreement or any of the Project Agreements.
- gg) **“Operation and Maintenance Period”** shall mean the period commencing from the Operations Date till the termination and/or extinguishment and/or transfer, whichever is later.
- hh) **“Operations Date” or “Date of Issuance of Implementation Completion Certificate” shall** mean the date on which the Concessions Authority and/or Competent Authority issues an Implementation Completion Certificate for the Project Units and the Concessionaire commences the commercial operation for the PTUs.
- ii) **“Party” shall** mean any of the parties to this Concession Agreement.
- jj) **“Performance Security”** shall mean a Bank Guarantee & Performance Guarantee or any other mode for an amount as prescribed in this document and shall be in the format as set out in Schedule-III, from a scheduled bank approved by the Concessions Authority.

“Performance Standards” shall mean the standards in which the construction, installation, operation, maintenance and management of the Project and the same must adhere and which the Concessionaire undertakes to meet towards absolute irrefutable satisfaction of the Concessions Authority..

- kk) **“Person” shall** mean any natural person, firm, corporation, company, partnership, trust or any other entity, having legal capacity to sue and be sued in its name.
- ll) **“Project” shall** mean, subject to the provisions of this Concession Agreement - (i) Prepare and submit the Project Development Report of the Construction and Installation of Permanent Toilet Structures (ii) Completion of the development, as per the Project Development Report and the provisions of the Concession Agreement; (ii) operation and maintenance, as per the terms and conditions of the Concession Agreement and Schedules hereof; (iii) insurance, for the purposes of providing the services on a continuous basis; and (iv) transfer of the PTUs and Assets (i.e; both movable and immovable assets, whether provided by the Concessions Authority or brought in by the Concessionaire during the subsistence of this Concession Agreement), in good and operational condition, to the at the end of the Concession Period or on prior termination of the Concession Agreement or Transfer of the Project;
- mm) **“Project Agreements” shall** mean, collectively, this Concession Agreement, the Financing Documents, hire purchase agreements, Development Agreements, Implementation Agreements and Operation & Maintenance Agreements and shall include amendments, supplements, modifications, appendixes, annexure, forms related thereto;.
- nn) **“Proposal Acceptance Date” shall** mean the date of signing of this Concession Agreement.
- oo) **“Project Insurance” shall** mean the insurance, which shall be taken out by or on behalf of the Concessionaire pursuant to the provisions of this Concession Agreement.
- pp) **“Project Revenues” shall** mean all sources of revenues, as specified in Article 22 of the Concession Agreement, generating out of execution of the Project.
- qq) **“RFP” shall** mean the Request for Proposal document issued by Concessions Authority and/or the Competent Authority and shall include **“Tender Documents”, “Bidding Documents”, “Notice Inviting Tender” along with all annexure, appendixes, forms etc;**.
- rr) **“Schedules” shall** mean the Schedules to this Concession Agreement and RFP.
- ss) **“Senior Lender” shall** mean the financial institutions, banks who have advanced or agreed to advance any kind of loan to the Concessionaire in reference and/or in relation to any of

the Financing Documents and/or RFP and/or this Agreement for meeting all and/or any part of the Total Project Cost.

- tt) **“Statutory Auditor”** shall mean an independent, recognized and reputable firm of the Chartered Accountants and/or Individual Chartered Accountant duly licensed to practice and act as the Independent statutory auditors of the Concessionaire under the provisions of Companies Act, 1956 or Companies Act 2013 and/or Chartered Accountants Act 1949 including any statutory modification and/or re-enactment and/or replacement and/or amendments thereof, for the time being in force.
- uu) **“Substitute Entity”** shall mean the entity defined in the Substitution Agreement Section-II.
- vv) **“Substitution Agreement”** shall mean the agreement set out in Schedule-II.
- ww) **“Tax”** shall mean any tax, duty, levy, GST, TDS, charge whatsoever charged, imposed or levied under applicable Laws, for the time being in force including existing and future taxes/ charges/ fees/ levies but not limiting to the property tax, house tax, service tax, stamp duty, registration charges and/or any other charges payable/ liveable in respect of this Project to be borne by the Concessionaire.
- xx) **“Tender/ Bid/ Proposal”** shall mean the Concessionaire's quoted Financial Proposal and detailed Proposal for the Project, including the Concessionaire's Proposal, submitted to the Concessions Authority and as accepted by the Concessions Authority.
- yy) **“Termination Date”** shall mean the date on which this Concession Agreement gets terminated by efflux of time and/or by issuance of a Termination Notice and/ or transfer of the project and/or stands extinguished by operation of law for the time being in force.
- zz) **“Termination Notice”** shall mean the communication served in accordance and compliance with this Concession Agreement by a Party to the other Party for terminating this Concession Agreement at the last disclosed or known address by electronic mail and/or by postal mode and/or by courier service and/or by hand service but not by way of under certificate of posting and/or in violation to the period and procedure agreed here under.
- aaa) **“Termination Payment”** shall mean the amount payable by the Concessions Authority to the Concessionaire upon the termination of this Concession Agreement as per specific provisions of this Agreement.
- bbb) **“Third Party”** shall mean any Person, real or judicial, or entity other than the Parties to this Concession Agreement who shall be claiming and/or litigating under respective parties.
- ccc) **“Total Project Cost”** shall mean the lowest of the following:
- i. Total Project Cost as set forth in the Financing Documents.

- ii. Actual Capital Cost of the Project upon completion of the Project as certified by Statutory Auditors.
 - iii. The Total Cost of Project submitted by Concessionaire as part of its Conditions Precedent.
- ddd) **“Transfer Date” shall** mean the day on which the transfer of the project from the Concessionaire to another party takes place as per any and/or all written documents, in accordance with the terms of this Concession Agreement.
- eee) **“Users” shall** mean Person(s) using the Public Toilet Units.
- fff) **“Variation” shall** mean modification, amendment, improvement, change in the Works, services, maintenance and facilities etc to be carried out by the Concessionaire in accordance and compliance with written documents in furtherance hereof..
- ggg) **“Works” shall** mean the construction, installation, fitting, completion, testing, commissioning, operation, management and maintenance and rectifying or/and remedying of defects of/ within the Public Toilet Units as the situation may warrant and all the appurtenances thereof as well as any other permanent, temporary or urgent works which may stand required in furtherance to execution of this Concession Agreement.

1.2 Principles of Interpretation

In this Concession Agreement, unless the context otherwise requires:

- a) Any reference to a statutory provision shall include all amendments and/or re-enactments and/or replacements thereto for the time being in force;
- b) Words, phrases, expressions not defined herein but defined in the General Clauses Act 1897, Indian Contract Act 1872, Income Tax Act 1961, Companies Act 1956, Companies Act 2013, Sales and Goods Act 1930, Goods and Service Tax Act 2016, Insolvency and Bankruptcy Code 2016, Constitution of India, Arbitration and Conciliation Act 1996 and other subject, adjective, procedural laws as amended and/or re-enacted for the time being in force shall have the same meaning as have been contended therein.
- c) Reference to laws shall mean & include the laws of State of Uttarakhand, Government of India, , ordinances, rules, regulations, guidelines, bills, byelaws notification, direction, administrative instruction policies;
- d) The headings are for convenience and reference only and shall not be used to affect or contradict, the construction or interpretation of this Agreement;
- e) Words importing Person or Parties shall include firms and corporations and any organization having legal capacity to sue and be sued in its name.

- f) Words importing the singular shall include the plural and vice-versa where the Construction, so requires.
- g) The Schedules, Annexure, Appendix of this Agreement shall 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;
- h) Any reference at any time to any agreement, deed, instrument or document of any description shall be construed as reference to that agreement, deed, instrument or other document as amended, varied, supplemented, modified or suspended.
- i) References to recitals, Articles, sub-articles or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles and Schedules so;
- j) Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing;

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done in 2 decimals places, with the third digit of 5 or above rounded up and below 5 belong down except in Fee calculation which shall be rounded off to nearest Rupee Hundred (100).

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies or conflict within this Agreement if the principle of harmonious construction relating to the interpretation of statutes and construction of deeds is not possible or results in absurdity then the following principles shall apply:

- a. Between two Articles or more of this Agreement, the provisions of specific Article relevant to the issue under the consideration shall prevail over Article; and
- b. Between the Articles and the Schedules, the Articles shall prevail, save and except as expressly provided in the Articles or the Schedules; and
- c. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; and
- d. Between the written description on the Drawing and the specific written dimension, the latter shall prevail; and
- e. Between any value written in numerals and that in words, the later shall prevail. And
- f. Between the former part and later part, the later shall prevail;
- g. Between this document & any documents, the later shall prevail;

1.5 Priority of Documents

The documents forming this Concession Agreement are to be taken as mutually explanatory to one another although the Concessions Authority shall have the liberty to issue necessary clarification or instruction to the Concessionaire, in accordance and consonance with applicable laws for the time being force:

2. SCOPE OF THE PROJECT

2.1 General

The Scope of the Project (the “**Scope of the Project**”) shall mean and include during the Concession Period:

- a. Prepare and submit the Project Report including the drawings of the Public Toilet Units as per the laid down specifications and provisions of the Concession Agreement and Schedules hereof.
- b. Completion of Construction, Installation of Public Toilet Units, as per the Project report approved by the DSCL Board/Committee and also, in accordance with the provisions of this Concession Agreement as well as laws applicable and for the time being in force.
- c. Operation and Maintenance of the Public Toilet Units must be in accordance with the provisions of this Concession Agreement and the Schedules hereof.
- d. Performance and fulfilment of all other obligations in accordance with the provisions of this Concession Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Concession Agreement and its Schedules thereof.

It is clarified herewith that in addition to the above-stated “Scope of Work”, the Concessionaire shall be required to carry out any incidental and consequential works and services as required and to comply with all the provisions of the Concession Agreement, the Schedules to the Concession Agreement and as per the requirements of applicable byelaws/ norms etc, while executing the Project in furtherance hereof.

3. CONCESSION

3.1 Grant of Concession

Subject to and in accordance with the terms and conditions as agreed herein, the Concessions Authority hereby grants the Maximum Revenue sharing as quoted in

Financial Proposal of RFP document by the concessionaire, commencing from the Compliance Date, including the exclusive right, license, authority and authorization during the subsistence of this Agreement, including extension thereof, to develop, upgrade, operate, maintain, and manage the Project and enjoy its benefits for the Concession Period.

Subject to and in accordance with the terms and conditions set forth in this Concession Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to undertake the following in accordance with the provisions of this Concession Agreement, the Applicable Laws and the Applicable Permits:

- a. To upgrade and implement the Project as per the Scope of Work of the Project more specifically mentioned in Article 2 and the Schedules of this Concession Agreement;
- b. To construct, install finance, operate, manage, maintain and regulate the use by Third Parties of the Project, to be precise the Public Toilet Units Unit which morefully and specifically already agreed herein clearly and unambiguously by the Parties.
- c. To enjoy complete and uninterrupted access and license to the Project Site for a period that shall be co-terminus with the Concession Agreement.
- d. To have access and liberty to develop, upgrade, finance, operate and maintain the proposed Project Sites with the associated facilities and services at the project sites during the Concession Period in accordance with the provisions of this Concession Agreement & Schedules thereof. Any development made by the Concessionaire on the specified Project sites/proposed site in respect of the Project shall be deemed to be the property of the Concessioneing Authority and the Concessionaire clearly admits hereby specifically that it has and shall not have any right, title or interest whatsoever in nature at any point of time with regard thereto.
- e. Exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the Project;
- f. License the use of the Project to determine, demand, levy, collect, enforce, retain and appropriate Commercial Charges and to periodically revise the same in conformity with the market rates.
- g. Manage, operate and execute rights over all or any part of the Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- h. To fulfil its obligations under this Agreement, undertake activities by itself, without appointing any contractors, sub-contractors etc;

- i. Arrange for all the clearances from the Competent Authority for the executing the Project and the Concessioneing Authority in no way shall be liable for the same. Responsibility of taking all necessary approvals for development lies with the Concessionaire. Nevertheless, Concessioneing Authority without any binding obligation may provide limited assistance upon written request from the Concessionaire.
- j. Shall arrange statutory clearance(s) from the Concessioneing Authority and concerned agencies for removal of existing trees, if any, from the Project sites, if so required in accordance with the applicable Environmental Legislation in accordance with the principles of ‘Sustainable Development’.
- k. Exercise such other rights as the Concessioneing Authority may determine as being necessary or desirable for the purposes incidental and necessary for constructing, installing, financing, implementing, managing, operating, running & maintaining the Project.
- l. Bear and pay all expenses, costs and charges incurred in the fulfilment of all the Concessionaire’s obligations under this Agreement; and
- m. The right to carryout advertisement and/or any other commercial activities, to be carried out by the concessionaire shall be subject to prior written approval by the Concessioneing authority as well as other Statutory Authorities and/or Competent Authority.
- n. Nothing contained herein, including the act of granting permission to upgrade the Project at the designated area shall vest or create any right, title and interest in the Project or any part thereof including any permanent construction or installation etc. as well as installed in the structure of the Project, in favor of the Concessionaire or any person claiming through or under the Concessionaire. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, pledge, create lien or otherwise encumber or deal with the Project in any manner whatsoever save and except permitted hereunder. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

3.2 Actions in Support of the Concession

- a) The Concessioneing Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Concession Agreement.
- b) For the purpose of Financing the Project, the Concessionaire shall have the right to mortgage, hypothecate, transfer, assign or otherwise encumber to Lenders its rights and interests under or pursuant to this Concession Agreement including

without limitation to its rights in and to (i) the Project Agreements and (ii) the cash flows generated, by the Concessionaire, through this Project and to create a security in such rights and interests in favors of the Lenders. However, it is also clarified that the Concessionaire shall not be entitled to mortgage any right, title or interest in respect of any movable and immovable asset as well as tangible and/or intangible assets, which is a part of the Project or Public Toilet Units or site, which has already been excluded expressly herein.

- c) The Concessions Authority undertake not to terminate or repudiate this Concession Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement;
- d) The Concessionaire shall take all necessary approvals/ licenses from the Competent Authority.
- e) The Concessions Authority shall provide reasonable assistance and recommendations to the Competent Authority (ies), including Government of India, in support of the Concessionaire's applications for clearances that may be needed from time to time for the implementation and execution of the Project; provided that the Concessionaire has made the requisite applications and acted in compliance with the necessary conditions for the grant of such Clearances.

3.3 Concession Period

3.3.1 The Concession Period for *“the Project”* shall be five years from such date (the **“Concession Period”**) and during which the Concessionaire is mandated to develop the Project and to operate & maintain the Project in accordance with the provisions hereof. *For the avoidance of doubt, the Concession Period shall include the Implementation and execution Period.*

Provided that in the event of early Termination and/or extinguishment, the period of Agreement shall be limited to the period commencing from the Compliance Date and ending with the Termination Date, in accordance with the provisions agreed hereunder.

3.3.2 It is hereby made clear that:

- a) In the event of the Concession Period being extended by Concessions Authority beyond the said period in accordance with the provisions of this Concession Agreement, the Concession Period shall include the period/ aggregate period by which the Concession is so extended, and

- b) In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination and/or extinguishment.

At the end of the Concession Period or sooner termination of this Concession Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect from such termination date and the Public Toilet Units along-with all the Assets whether provided by the Concessions Authority to the Concessionaire or as brought in by the Concessionaire during the subsistence of this Concession Agreement, in good and operational condition, shall remain to with the Concessions Authority without any obligation of Concessions Authority to pay or adjust any consideration or other payments to the Concessionaire.

3.4 Implementation Period

3.4.1 The “Implementation Period” or “Time for Completion of Implementation”

shall be a period of **6 (Six) months** (starting from the date of the concession period), wherein the Concessionaire shall be required to comply with the following obligations:

- a) Take all necessary/ mandatory clearances, permits etc which are required for commencing the construction, installation Public Toilet Units, so that all such conditions have been satisfied in full, and all such Clearances, Permits, etc. are in full force and effect.
- b) Complete the development of the Public Toilet Units, as per the Project Report Plan approved by the DSCL Board/Committee and also, in accordance with the provisions laid down in the Schedule - I of this Concession Agreement.
- c) Procure full insurance coverage for the Public Toilet Units and provide the necessary information to the DSCL and/or Concessions Authority, as the case may be.
- d) *The parties agree that any addition, alteration, modification, variation of any structure including utilities of the Public Toilet Units as agreed and approved by the DSCL, shall be subject to written approval by the DSCL or Concessions Authority, as the case may be.*

3.4.2 The Concessionaire guarantees that the Time for Completion of Implementation for the Project shall be achieved in accordance with the

provisions of this Concession Agreement and not later than the Implementation Period, as specified in Article 3.4, from the Compliance Date.

Even though the completion period is six month, the Concessionaire will have to following Milestones

SI No	Completion period from the date of signing of concession agreement	Stage wise progress of individual Toilet to be considered to assess completion/achievement of the Mile stone	Progress % age of total works of Public Toilet Units's
Milestone 1 25% of work completion	Within 45 days	Foundation work completed	25%
Milestone 2 50% of work completion	Within 90 days	Construction of super structure	35%
Milestone 3 75% of work completion	Within 135 days	Installation of Public Toilet Units's at site and completion of all fitting and fixtures	25%
Milestone 4 100 % of work completion	Within 180 days	Completion of all works including water connection, electrical connection and commissioning of all Public Toilet Units's	15%

3.4.3 In the event that implementation completion is not achieved for any reason other than Force Majeure or reasons attributable to the Concessions Authority or any Competent Authority, the Concessionaire shall, pay to the Concessions Authority damages for delay beyond the date of mile stone as specified in 3.4.3 ,Rs.5000 (five thousand rupees) per day for every day of delay and up to maximum limit of performance security .

3.4.4 In the event that completion does not occur within 180 (one hundred eighty) days from the date of agreement , the Concessions Authority shall be at absolute liberty to encash the Performance Security and to terminate this Concession Agreement, in accordance with the provisions of this Agreement.

Provided that instead of terminating this Agreement, the Concessions

Authority at its sole liberty may extend the time for achieving implementation completion on such terms and conditions as it deems fit in its sole discretion.

3.5 Extension of Time

3.5.1 The Concessionaire shall apply for an extension of the time for Completion of Implementation if it is or shall be delayed either before or after the time for Completion of Implementation, by any of the following causes: -

- i) A Variation;
- ii) A Force Majeure Event;
- iii) Any delay, impediment or prevention by the Concessing Authority;
- iv) Any delay caused by Competent Authorities.

3.5.2 Provided before applying for extension on subscribed hereunder the Concessionaire shall at all times use its best endeavours to minimize any delay in the performance of its obligations under this Concession Agreement, whatever may be the cause of such delay, as a person of ordinary and reasonable prudence is expected to do so in his own cause.

3.5.3 If the Concessionaire intends to apply for an extension of the Time for Completion of Implementation, the Concessionaire shall give notice to the Concessing Authority of such intention within a period of 24 hours from the date of cause of action and in any case within 28 (twenty-eight) days of the start of the event with an explanation of such delay giving rise to any such delay, together with any other notice required by this Concession Agreement and relevant to such cause. Any such notice shall state the extent of the actual and anticipated delay and its anticipated effect on the Time for Completion of Implementation, and shall specify the steps the Concessionaire proposes to take to minimize such delay. The Concessionaire shall keep such records as may be necessary to substantiate any application, at a location acceptable to the Concessing Authority and such other records as may reasonably be requested by Concessing Authority. The Concessionaire shall provide and permit Concessing Authority to inspect all such records.

3.5.4 Within 28 (twenty-eight) days of the first day of such delay or such other period as may be agreed by Concessing Authority, the Concessionaire shall submit full supporting details of its application. Except that, if the Concessionaire cannot submit all relevant details within such period because the cause of delay continued for a period exceeding 7 (seven) days, the Concessionaire shall submit

interim details at intervals and full and final supporting details of its application within 21 (twenty-one) days of the last day of delay.

3.5.5 Provided that the Concessionaire has complied with this Article, the Concessioneing Authority shall proceed in accordance with Article 13.3 to determine either prospectively or retrospectively such adjustment as may be due, taking into account relevant circumstances. The Concessioneing Authority shall notify the Concessionaire accordingly. When determining each extension of time, Concessioneing Authority shall review its previous determinations and may revise, but shall not decrease, the extension, and provided that the extension of time is not a consequence of any negligence, default or breach of Concession Agreement by the Concessionaire.

3.5.6 The parties further agree that the Concessionaire shall not be entitled to an extension of the Time for Completion of Implementation, to the extent that the delay in respect of which the extension of time is requested, is attributable to any negligence, default or breach of this Concession Agreement by the Concessionaire or those for whom it is responsible, as determined by the Concessioneing Authority or any expert, as appointed by the Concessioneing Authority for this purpose.

4. CONDITIONS PRECEDENT

Subject to the express terms herein, limited aspects of the Implementation Period when commenced and any legitimate rights arising in law, the rights and obligations under this Concession Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out in Articles 4.1 and 4.2 on or before the expiry of a period of 120 (One Hundred and Twenty) days from the Proposal Acceptance Date. However, the Concessioneing Authority may at any time at its sole discretion and in writing, waive fully or partially any of the Conditions Precedent of the Concessionaire.

4.1 Conditions Precedent for compliance by the Concessioneing Authority

The Concessioneing Authority shall have:

- a) Hand over to the Concessionaire the possession of the Proposed sites as per Schedule V free from Encumbrances, within a period of 30 days from the date of agreement.
- b) Constituted a DSCL Maintenance Board/committee, the constitution and function of which is specified in Article 18, within 3 weeks from the Proposal Acceptance Date, for the approval of the Project Report of the PTUs, to be furnished by the Concessionaire;

- c) Carried out inspection with the representatives of Concessioneing Authority, and Concessionaire of the PTUs and prepared a detailed report on land, to be used by the Concessionaire for the development, execution & implementation of the Project.
- d) Issued government orders or gazette notifications as necessary for implementing the Project.
- e) Done consequential and incidental works required for hassle free implementation & execution for the project.

4.2 Conditions Precedent for compliance by the Concessionaire

The Concessionaire shall have:

- a. Submitted the Project Report including complete drawings of the Public Toilet Units to Concessioneing Authority, and Board/Committee, within a period of 30 (thirty) days from the Proposal Acceptance Date;
- b. The Project Report submitted so should include a comprehensive technical details of the various facilities proposed to be used in the project
- c. Incorporated the comments/ observations (if any) on the Project Report of the PTUs, as proposed by the DSCL Maintenance Board/Committee, Concessioneing Authority and submitted for approval, within a period of 15 (fifteen) days from the date of receipt of comments/ observations from the DSCL, Board/Committee. The parties agree that that the Concessionaire shall not start the Implementation until, unless the DSCL, Concessioneing Authority approves the Project Report of the PTUs again after carrying out necessary comments/ observations (if any), in writing.
- d. Submit the Total Project Cost to the Concessioneing Authority for perusal;
- e. Achieved Financial Closer and delivered complete Financial Package to the Concessioneing Authority that Financial Closer has been accomplished.
- f. Provided an undertaking that all of the Representations and Warranties of the Concessionaire as set forth in Article 12.2 are true and correct as on date of this Agreement and as on the Compliance Date and thereafter;
- g. Provided to the Concessioneing Authority copies to be certified as true copies by a duly authorized officer of the Concessionaire of its constitutional documents;
- h. Provided to the Concessioneing Authority to be certified as true by the Director of the Concessionaire of all resolutions, explanations adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of this Agreement by the Concessionaire;

4.3 Obligations to satisfy Condition Precedents

- a. Each Party hereto shall use all reasonable endeavours at its cost and responsibility to procure the satisfaction in full of its respective Conditions Precedent as set out above within 60 (sixty) days of Proposal Acceptance Date.
- b. Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party a Certificate of Compliance with Conditions Precedent to be marked as the “Certificate of Compliance”.
- c. The date of issue of Certificate of Compliance to the Concessionaire or the Concessions Authority shall be the Compliance Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Concessions Authority shall issue the Notice to Commence work to the Concessionaire. However, it is being clarified here that any work of whatever nature, which the Concessionaire elects to carry out prior to the Proposal Acceptance Date including investigations, surveys etc shall be entirely at the risk and cost of the Concessionaire. Also, the Concessionaire shall not be permitted to commence the work at any part of proposed sites prior to the issuance of Notice to Commence.
- d. Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly agreed in this Agreement.

4.4 Non-fulfilment of Conditions Precedent

- a. In the event that any of the Conditions Precedents relating to the Concessionaire have not been fulfilled within the time stipulated so, and the Concessions Authority, has not waived them fully or partially in writing, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and Concessions Authority shall not be liable to any and/or claims, whatsoever in nature, any manner whatsoever to the Concessionaire or persons claiming through or there under.
- b. In the event the Concessions Authority has terminated this Agreement under Article 4.4 (a) due to non-fulfilment of Conditions Precedent by the Concessionaire, the Concessions Authority shall not be liable in any manner whatsoever to the Concessionaire or its contractors, agents and employees. In addition to this, the Concessions Authority shall forfeit the Performance Security submitted before the signing of the Concession Agreement, by the Concessionaire.

- c. Instead of terminating this Agreement as permitted herein above , the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement in writing.

5. COMMERCIAL CONSIDERATION

- a. The Bid Variable of this RFP shall be Revenue Sharing per month,in Lum Sum for all 7 Smart Toilet units from the revenue collected by the Concessionaire from the user charges and advertisements.
- b. Revenue Sharing (Lum Sum) will commence from the month in which the Smart Toilet unit would be commissioned even before the completion period .In such cases revenue sharing for the month will be on Pro rata basis.
- c. Revenue Sharing after the completion period shall be for all 7 Toilets whether or not the work is completed by the bidder subject to the force majeure clause.
- d. The Concessioner shall have to maintain all the record of tariff collection and Advertisement display collection of PTUs and the same will be shared with the Concessioneing Authority on every quarter of the year.
- e. After higher revenue sharing the Concessioneing Authority may extend this Agreement by amending and/or modifying the terms & conditions subscribed hereunder in writing.

5.1 Performance Security

- a. The Concessionaire shall ensure that for the entire Concession Period, it will maintain a Performance Security of the amount prescribed herein this document and in the format as specified in Schedule- II.
- b. The Performance Security shall be from a scheduled bank or a financial institution approved by the Concessioneing Authority, payable at Dehradun, from a branch located at Dehradun.
- c. Upon occurrence of a Concessionaire's event of Default, the Concessioneing Authority shall, without prejudice to its other rights and remedies hereunder and/or in law, in addition thereto be entitled to encash and appropriate relevant amounts from the Performance Security as part of damages. Upon such encashment and appropriation from the Performance Security the Concessionaire shall, within 30 (thirty) days thereof, provide a fresh Performance Security, within the time so granted by the Concessioneing Authority, failing which the Concessioneing Authority shall be entitled to terminate this Agreement in addition to right to recover the amount as well as

interest pendent lite at the rate of 18 % Per Annum in accordance with applicable laws for the time being in force.

- d. The validity of the performance security shall be 60 days after the completion of all the concession agreement obligation including operating/maintenance period i.e.60 days beyond the concession period of 5 years which will be extended accordingly in case of extension in the concession agreement.

6. OBLIGATIONS OF THE CONCESSIONAIRE DURING IMPLEMENTATION PERIOD

6.1 General Obligations

The Concessionaire shall observe, undertake, comply with and perform, in addition to and not in derogation to its obligations elsewhere set out in this Concession Agreement, the following:

- i) Obtain any and/or all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), as and when they may be required, for the Concessionaire and its employees to perform their obligations under this Concession Agreement;
- ii) Comply and observe at all times with all Applicable Permits, approvals and applicable laws, norms/ standards in the performance of its obligations under this Agreement;
- iii) Submit, 5 (five) copies each (soft/ hard) of Project Report of the PTUs, all internal and external estate services/ facilities etc of the entire Project to the Concessions Authority;
- iv) Carry out the Works strictly in accordance with the Project Report approved by the DSCL/Maintenance Board/Committee/Concessions Authority/ Competent Authorities, provisions of this Concession Agreement and the Schedules of this Concession Agreement, and all works incidental & consequential to this Concession Agreement but which may be required to be necessary for safe, reliable and efficient implementation and operation of the Project;
- v) Be responsible from the date of issue of “Notice to Commence” for all liabilities arising out of furnishing, implementation, operation, execution and maintenance of the Project and consequences there to as well as maintenance of quality of the water . The Concessionaire shall plan, organize and execute the works so that there is least disruption to the

- movement on adjoining roads and minimal inconvenience to the neighbouring and/or adjacent areas.
- b. To be responsible for safety, soundness and durability of the Project, including services forming part thereof and compliance with the local by-laws.
 - c. To ensure that no damages are caused to the existing roads, drainages systems etc.
 - d. To install full safety measures at proposed site during development, construction and afterwards too.
 - e. The Construction shall not obstruct traffic, pedestrian movement, and should not cause bottleneck in the area.
 - f. To ensure that the PTUs construction should not create unsecure public spaces in or around or causing safety concern.
 - g. To provide all assistance to the expert/ Auditor law enforcement officer and Civil Authorities as it may require for the performance of their duties and services.
 - h. To duly supervise, monitor and control the activities of its sub-contractors/labours employees and agents under their respective Project Agreements as may be necessary.
 - i. To effect and maintain, or cause to be effected and maintained, at its own expense, insurance policies as may be required to be maintained by the Senior Lenders, under Applicable Laws and/ or such insurances that are necessary or desirable in accordance with Good Industry Practice.
 - j. To take all responsible precautions for the prevention of accidents in selection to the PTUs and provide all reasonable assistance and emergency medical aid to accident victims.
 - k. To ensure the proof checking process whenever the Concessioner completes his schedule of events as per approved Project Report.
 - l. The Concessionaire shall make its own arrangements for the engagement of all its staff and labour, local or otherwise. The Concessionaire shall be solely responsible for the liability, cost, and responsibility for all the laws relating to labour employed by Concessionaire and for their conditions under this Article. However, it is being clarified here that the Concessionaire shall be under no obligation to recruit any or part of the

- staff and labour from amongst persons in the service of the Concessions Authority.
- m. Shall be solely and absolutely responsible for observance of all the provisions of this Concession Agreement on behalf of the Concessionaire, its employees, representatives, men, agent, servants and any person acting under or for and on behalf of the Concessionaire.
 - n. Shall be liable, to indemnify, protect, defend and hold harmless Concessions Authority, Concessions Authority's officers, employees, men, agents, servants from and against any and/or all demands, claims, suits and causes of actions and any and/or all liabilities, costs, expenses, settlements and judgements arising out of any and/or all failure of the Concessionaire to discharge any obligation and/or performance regarding compliance and execution in furtherance hereof.
 - o. The Concessionaire doth acknowledge and recognize hereby that time is of the essence of this Agreement and any violation there to on its part shall raise a valid ground for termination on the part of the Concessions Authority.
 - p. Shall be absolutely responsible for maintenance of hygiene and environmental law compliances as well as the usages and consequences of such usage by the third parties..

7. OBLIGATIONS OF PARTIES

Each Party shall:

- a. Comply with and perform its respective obligations under this Concession Agreement and shall work and cooperate in good faith with the other Party with respect to all the obligations and rights accrued hereunder of the other Party;
- b. Agree to modification of the Concession Agreement upon appointment of the Substitute Entity in accordance with the Substitution Agreement which will be executed in accordance herewith;
- c. Carry out their respective obligations during the Implementation Period, Execution and Operation & Maintenance Period.

8. COMPLETION OF IMPLEMENTATION

8.1 Implementation Completion Certificate

- a. The Implementation work in this Concession Agreement shall not be considered to be completed until the Implementation Completion Certificate, stating that the Concessionaire has completed its implementation obligations as laid down under this Concession Agreement, has been issued by the Concessions Authority.
- b. The Implementation Completion Certificate shall be given by the Concessions Authority within 20 (twenty) days of such implementation provided:
 - i. The Concessionaire has provided the Project Report for the works carried out;
 - ii. The Concessionaire has provided a detailed inventory w.r.t the assets brought in by him during the Implementation Period;
 - iii. The Concessionaire has completed and tested as well as certified all the works, as specified by the DSCL Board/Committee, Concessions Authority and/or by the external expert appointed by the Concessions Authority;
 - iv. The Works are in conformity with the provisions laid down in the Concession Agreement and its Schedules.
 - v. All other incidental and consequential obligations have been discharged by the concessionaire.
 - vi. A specific written request along with supportive materials have been represented and placed for consideration by the Concessionaire;
- c. The Concessions Authority would be required to issue the "Implementation Completion Certificate" after the Implementation has been completed in all respects and is ready to use.
- d. In pursuance to the issue of the Implementation Completion Certificate, the Concessionaire shall comply with all the obligations as mentioned in the Concession Agreement, required to be met before and after the issuance of the Implementation Completion Certificate.

8.2 Implementation Completion Certificate not a Cessation of Liability

The issuance of the Implementation Completion Certificate under this Article shall not in any way:

- i) Alter the liabilities of the Concessionaire;
- ii) Constitute a waiver of unfulfilled obligations;
- iii) Bar remedy and rectification of defects; and

- iv) Constitute an acceptance of the Works.
- v) Constitute or estoppels on the Concessioneing Authority from exhausting and/or claiming any rights and/or remedies existed prior to issuance of such certificate.

8.3 Rectification

If the Concessionaire is obliged to carry out adjustments, repairs, replacements and/or modifications after completion of Implementation to maintain the Works, etc. the Concessioneing Authority shall permit the Concessionaire to carry out all such adjustments, repairs, replacements and/or modifications as may be necessary. If the adjustment, repair, replacement and/or modification cannot be made without stopping the operations, the operation shall be stopped subject to prior written approval of the Concessioneing Authority for a specific limited period.

9. OPERATIONS AND MAINTENANCE

9.1 Commencement and Duration

The Operation and Maintenance Period of the Project shall commence from the date of issuance of Implementation Completion Certificate and shall continue till the termination or transfer date, whichever comes, later.

9.2 Obligations of the Concessionaire during Operations and Maintenance Period

This includes operation of the PTUs i.e. regular cleaning of the PTUs and its surrounding area, functioning of user amenities, provisions of dedicated personnel, supervision and availability of basic infrastructure requirements such as electricity, proper drainage, sewage, waste removal, would form part of operations. More specifically it includes the following:

- a. The Concessionaire shall be responsible, at his own cost, for all the maintenance and repairs of the PTUs, the related assets and its components. The Concessionaire shall also carry out rectification of any defects in the Implementation of any component of the PTUs or during the Operations and Maintenance Period.
- b. **Water supply:** The Concessionaire shall ensure availability at all times of adequate water for general cleanliness of the PTUs and for the use of public visiting these public conveniences. The supply shall be arranged by concessionaire. DSCL may provide all assistance in getting various clearances

from govt. Agencies. Laying of water line/ connection / payment of usage charges shall be the responsibility of the concessionaire.

c. **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper lightings inside the PTUs. The supply shall be arranged and paid for by the concessionaire. DSCL may provide all assistance in getting various clearances from govt. agencies. Laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.

d. **Sewage Connections:** The Concessionaire shall arrange the Sewage connection for PTU's and lay line at his own cost for connection. DSCL may however provide all assistance in getting necessary permissions from the authorities.

e. **Landscaping:** The concessionaire shall put plants in and around each PTU's where space is available as per the approval of the DSCL and maintain the same in good condition at all times.

f. **Cleaning of PTUs & Information Panels:** The Concessionaire shall ensure cleaning of the PTUs and the Information panels as per the cleaning schedule provided in the Schedule a Dedicated cleaning staff shall be provided by the Concessionaire for this project. Also the Concessionaire will ensure that quick cleaning is carried out by the attendant of the public convenience after each use. Concessionaire shall ensure that the toilet is properly cleaned regularly and maintained in hygienic conditions. The consumables required for cleaning & operation of toilets shall be ensured

g. **Waste Disposal:** The Concessionaire shall install litterbins as specified near the PTUs and transferring the collected waste shall be the responsibility of the Concessionaire to the existing solid waste collection system in the city. The waste (including menstrual waste) collected in the toilets or within 10 meters around it shall be regularly removed and disposed in proper manner as per MSW Rules.

h. **Safety & Security:** The safety and security of the PTUs rests with the Concessionaire. Concessionaire shall ensure maintenance of lighting arrangements to ensure proper illumination of all the toilet areas as well as

various signboards. Concessionaire shall deploy staff so that minimum 1 personnel is available during operational hours for each toilet who shall be responsible for user-charge collection, security & safety of toilet, maintenance of basic sanitary condition inside & around the toilet, regular removal of waste, maintenance of suggestion booklet, reporting of problems, if any, Clearing of choking (if any) etc. It is suggested that a female attendant is available during the working hours so as to look after the female section of PTU. The personnel deployed shall be in proper uniform and should be trained by the concessionaire regarding his duties as well as for dealing with public.

i. **Maintenance:** It will include routine and periodic maintenance works in the PTUs but shall not be limited to the following: Civil, Electrical and mechanical works for the PTUs, equipment maintenance and servicing. Any unserviceable fittings or fixtures shall be replaced by the concessionaire within 24 hours.

j. **Suggestion Booklet:** Maintain a suggestion and complaints book in each of the facilities and the copy of the same should be submitted to Concession Authority every month.

k. **Recycling facility:** Concessionaire shall ensure proper working and maintenance of water / solid waste recycling facility so that it is operational at all times.

l. **Display of Information:** Each toilet on the outside shall clearly display the information as prescribed. These signages shall be properly maintained to ensure clear visibility and proper aesthetics. In the inside, information as prescribed shall be properly maintained. In case of any damage to information panels, the concessionaire shall immediately (within 3 days) repair/ replace them.

m. **Servicing of equipments:** Equipments such as fire-fighting equipments, Inverters, water recycling plant etc. installed in the toilets shall be regularly serviced as per the technical schedules and kept in proper operational condition.

n. **Operational Hours:** All toilets shall be kept open and operational

between 05:00 am in morning to 12:00 pm in night during summer and 05:00 am in morning to 11:00 pm in evening during winter every day.(In conformance with Municipal Authority)

o. **Charges:** Concessionaire may charge as per the rates prescribed by the Concessioneing authority/municipal administration for usage of Toilet. Urinal Service shall be provided free of cost.

p. Concessionaire to keep the site clean: When the annual repairs and maintenance of works are carried out the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract.

10. CONCESSION AGREEMENT COMPLETION CERTIFICATE

- a. Within 90 (ninety) days of the end of the Concession Period, the Concessioneing Authority shall issue the “Concession Agreement Completion Certificate. This certificate shall be issued after the Concessionaire submits to Concessioneing Authority, a request for issue of such certificate supported by sufficient evidence. The form shall be as approved by Concessioneing Authority, and shall include a detailed condition survey of the PTUs including the Assets.
- b. On the expiry of the Concession Period, the Concessionaire shall prepare a detailed inventory of the Assets including all movable and immovable assets, whether provided by the Concessioneing Authority or brought in by the Concessionaire present within the PTUs. The detailed inventory shall be submitted to the Concessioneing Authority within 15 days of the expiry of the Concession Period.
- C. The Performance Security furnished by the Concessionaire shall be released only after the issuance of the Concession Agreement Completion Certificate.

11. REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of the Concessing Authority

The Concessing Authority represents and warrants that:

- (i) The Concessing Authority has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated herein;
- (ii) The Concessing Authority have taken all necessary action to authorize the execution, delivery and performance of this Concession Agreement;
- (iii) This Concession Agreement constitutes a legal, valid and binding obligation enforceable by and/or against the Concessing Authority in accordance with the terms hereof;
- (iv) The Concessing Authority is subject to civil and commercial laws of India in respect of this scope of work. All information provided by the Concessing Authority in the RFP document in connection with this Project is to the best of its knowledge belief and information;
- (v) The Concessing Authority has the financial standing and capacity to perform its obligations under the Concession Agreement.

11.2 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Concessing Authority that:

- i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- ii) It has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated hereby;
- iii) It has taken all necessary sanctions under the applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Concession Agreement;
- iv) It has the financial standing and capacity to undertake the Project;
- v) This Concession Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi) It is subject to civil and commercial laws of India with respect to this Concession Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

- vii) All the information furnished in the Concessionaire's Bid Proposal Balance Sheet, Profit and Loss Account of the Concessionaire for each of the Financial Years, furnished to the Concessioneing Authority are true and correct If in case any false or misleading information, are found the concessioneing authority shall be at absolute liberty to terminate the concession agreement as well as encash the performance guarantee and recover the compensation and damages at absolute cost and peril of the concessionarie.
- viii) A copy of the audited accounts of the Concessionaire within 180 (one hundred and eighty) days of the close of each Financial Year after the Proposal Acceptance Date shall be responsibility of the Concessionarie and any material change subsequent to the date of such accounts shall be notified to the Concessioneing Authority by the Concessionaire within 15 fifteen days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
- ix) The execution, delivery and performance of this Concession Agreement will not be in conflict with and/or result in the breach of and/or, constitute a default performance required by any of the terms of the Concessionaire's agreement and the Memorandum and Articles of Association permits the concessionaire to execute this agreement and/or not barred by any applicable Laws, any covenant, agreement, understanding, decree, order to which it is a party and/or by which any of its properties and/or assets are bound and/or affected and/or attached;
- x) The Concessionaire has no direct and indirect knowledge of any violation and/or default with respect to any order, writ, injunction, any decree of any court, any legally binding order of any Competent Authority which may result in any material adverse effect and/or impair of the Concessionaire's ability to perform its obligations and duties under this Concession Agreement;
- x) The Concessionaire has complied with all applicable Laws and has not been subject to any fines, penalties, injunctive relief and/or any other Civil and/or Criminal liabilities and/or been subject to any conviction and/or blacklisting and/or convicted in any offence of moral turpitude.
- xi) All rights and interests of the Concessionaire in the Project shall pass to and vest in the Concessioneing Authority on the Transfer Date free and clear from all liens, claims, and encumbrances without any further act or deed on the part of the Concessionaire and none of Assets including materials, supplies, equipment forming part thereof consequentially and/or incidentally 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 expressly permitted in writing earlier by the Concessioneing Authority to be so on such transfer date;

- xii) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Concessioneing Authority, or to any Competent Authority in relation to clearances 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
- xiii) The Concessionaire 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 commission or otherwise for securing the Concession or entering into of this Concession Agreement or for influencing or attempting to influence any officer or employee of the Concessioneing Authority.

11.3 Obligation to Notify Change

In the event that any of the representations or warranties made/ given by the Concessionaire ceases to be true or stands changed, it shall notify Concessioneing Authority of the same, within a period of 24 hours of such occurrence in writing.

12. TERMINATION FOR DEFAULT

12.1 Concessionaire's Event of Default

Each of the following events or circumstances, to the extent not caused by a default of the Concessioneing Authority or Force Majeure, and if not cured within the "Cure Period" as subscribed by the concessionaire under other respective clauses of this agreement, the Concessioneing Authority, shall be at liberty to consider such failures as events of default by the Concessionaire. However the illustrative but not list of exhaustive of such events of default are as follows:-

- i) The Concessionaire is in breach of its obligations under this Concession Agreement, which has a material adverse effect upon the Concessioneing Authority or the Project.
- ii) The Concessionaire is in breach of any representation or warranty made under this Agreement or it repudiates this Concession Agreement.
- iii) The Concessionaire fails to meet the progressive milestones as provided for in this Concession Agreement.as per Clause 3.42

- iv) The Concessionaire abandons the Project or any of its obligations as provided under this Agreement.
- v) The Concessionaire fails to maintain Performance Security or comply with any of the provision of Article 5.
- vi) The Concessionaire fails and/or violates to Clause 7.
- vii) The Concessionaire fails to achieve Financial Close within the stipulated time period of 120 days from the Proposal Acceptance Date, without having prior written extension by the Concessions Authority.
- viii) A Senior Lender recalls its loan under the Financing Documents on the ground that the Concessionaire has defaulted on its obligations to the Senior Lender under the Financing Documents.
- ix) Any transfer pursuant to law of either (a) the rights and/or obligations of the Concessionaire under this Concession Agreement and/ or (b) all or material part of the assets or undertaking of the Concessionaire; except (i) to the extent permitted by this Concession Agreement or (ii) where any such transfer, in the reasonable opinion of the Concessions Authority, does not affect the ability of the Concessionaire to perform its obligations under this Concession Agreement.
- x) In the event a resolution is passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- xi) The Concessionaire is adjudged bankrupt or insolvent or any proceeding is pending against the Concessionaire under the Insolvency and Bankruptcy Code or if a trustee or receiver or Insolvency Resolution Professional is appointed on the Concessionaire or for any of its property that has a material bearing on the Project is under attachment process;
- xii) Any petition for winding up against the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by any Court, except if such petition is for the purpose of amalgamation or reconstruction, provided that as part of such amalgamation and 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 and absolutely assumed the obligations of the Concessionaire under this Agreement and Project Agreements, and provided that:
 - a. The amalgamated entity or reconstructed entity has the technical capability and the operating experience necessary for the performance of its obligations under this Agreement and Project Agreements;

- b. The amalgamated entity or restructured entity has the financial standing to perform its obligations under this Agreement and Project Agreements and has a credit worthiness at least which is as good as that of the Concessionaire as on the Compliance Date;
- c. And all the Project Agreements remain in full force and effect;
- xiii) The Concessionaire assigns this Concession Agreement or any of its rights or obligations under the Concession Agreement, where such assignment is not in accordance with the terms and conditions of the Concession Agreement.
- xiv) Any Violation or failure to this Agreement
- xv) Is in breach of any of its obligation subscribed under Article 12.2 herein;

12.2 Termination by Concessioneing Authority.

Without prejudice to any other right or remedies which the Concessioneing Authority may have under this Agreement, notwithstanding anything contained under Article 14.3 herein, upon occurrence of Concessioneing Authority's event of default, or violation to the terms of the Agreement the Concessioneing Authority at an absolutely liberty and discretion shall be entitled to terminate Concessioneing Agreement by giving 30 (thirty) days' notice to terminate this present in accordance and compliance with the provisions of this Agreement.

13. CONSEQUENCES OF TERMINATION

13.1 Termination of Payment for Termination by Concessioneing Authority

Upon Termination by the Concessioneing Authority on account of the Concessioneing Authority's event of default & violation to the agreement, during the execution, implementation, Operations & Maintenance Period, , the Concessioneing Authority shall peacefully hand over the possession of the site with the facility & Public Toilet Units in working condition and the Performance Security shall be forfeited by the Concessioneing Authority.

13.2 Other rights and obligations upon Termination

- a. Upon Termination of this Agreement, the Concessioneing Authority shall:-
 - (i) Take possession and control of the Project forthwith;
 - (ii) Take possession and control of the Assets
 - (iii) Require the Concessioneing Authority to comply with the provisions relating to the Transfer of Project under Article 19; and
- b. Upon Termination of this Agreement it shall be the responsibility of the Concessioneing Authority to do the following:-

- (i) Hand over the works to the Concessioneing Authority in accordance with the provisions laid down under Article 19.
- (ii) Provide all relevant data, Project Reports and drawings, records and information, received from the Concessioneing Authority in connection with the Project.
- (iii) Cease all further Works, except for such essential Works as may be necessary and as instructed by Concessioneing Authority, for the purpose of making safe, protecting or continuing operations on the Project.
- (iv) Repatriate all its staff and labour from the PTUs save except required for protection of such essential equipment;
- (v) Co-operate with the Concessioneing Authority and the Substituted Entity and comply with all reasonable requests thereof, including the execution of any documents and other actions, provided the Concessioneing Authority bears any reasonable Costs incurred by the Concessioneaire relating thereto for such substitution;

14. FORCE MAJEURE

14.1 Force Majeure Event

The parties agree hereby that for occurrences of any kind due to Force Majeure, they shall not be responsible to the extent as follows:

- A) The parties agree that where an event of Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.
- B) The parties also confirm that neither party shall be deemed to be in breach of this agreement, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- C) It is agreed by the Parties that for the purpose of this clause, Force Majeure shall mean and include -

Acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected to occur, extreme adverse weather or environmental conditions, lightning, earthquakes, heavy rains, cyclones, tempest, thunder, war, embargo, whirlwind, landslides, storms, floods, volcanic eruptions, fire, **enforcement and/or amendments of governmental laws, rules or policies or any other cause beyond the control of the parties;**

1. Radioactive contamination or ionizing radiation;
2. Strikes, riots, 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 for a continuous period exceeding 7 (seven) days in an Accounting Year.;
3. Any judgement or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for the reason other than failure of the Concessionaire to comply with any Applicable Law or Clearances or on account of breach thereof, or of any contract, or enforcement of this Concession Agreement or exercise of any of its rights under this Concession Agreement by the Concessions Authority; or
 - (i) Accounting Year.

15. DISPUTE RESOLUTION

15.1 Dispute Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy or conflict of whatsoever nature regarding the validity, interpretation, implementation or the rights, claims and obligations arising out of or touching the subject matter hereto or in relation to or arising under or in relation to this Concession Agreement between the Parties and so notified by either Party to the other Party (the “Dispute”) during, before and/or after the currency of this Agreement shall be attempted to be resolved through conciliation at first under the supervision of the CEO, DSCL within a period of 30 days from the date of the reference by the affected party, failing which the same shall be resolved in accordance with the procedure of the Arbitration. The place of Arbitration shall be at Dehradun. The Language of the proceeding agreed hereunder shall be English. It is further agreed hereby that the Adjudicator shall be appointed by the DSCL with consent of Concessionaire. Fees of Adjudicator will be shared by Concessions Authority and Concessioner on 50:50 basis. Again failing which i.e. in the case of any disagreement by either of parties over the award of the Adjudicator the same shall be resolved by the Secretary of urban development department of Uttarakhand Government as the Final Authority, whose decision shall be binding on the parties.

15.2 Performance during Dispute

Unless the agreement is terminated and/or extinguished and/or transferred, the performance of this Concession Agreement shall continue during the settlement and/or resolution of any dispute under this Clause.

16. DSCL MAINTENANCE BOARD/COMMITTEE

16.1 Appointment

Within 10 (ten) days from the Proposal Acceptance Date, the Concessions Authority shall constitute a Maintenance Board/committee. The Maintenance Board shall consist of representatives of the following and any other member duly nominated by the Concessions Authority:

- (i) One Representative of the Municipal corporation Dehradun
- (ii) One Representative of the Concessions Authority
- (iii) Executive Engineer of the JalSansthan ,Dehradun;
- (iv) Public Health Officer of concern zone;
- (v) 1 member of the Concessionaire.

Additional Chief Executive Officer (ACEO) DSCL shall act as ex-officio Chairman of the Maintenance Board/Committee and Public Health Officer shall act of as the convener, the Maintenance Board/Committee shall act in consensus. If consensus is not reached, it shall take vote, and if there is a tie in such vote, the Chairman shall have the casting vote.

16.2 Powers and Duties

- a. The DSCL Maintenance Board/Committee shall have the powers and duties as set out in this Concession Agreement or other powers incidental as well as consequential there to and as may be required for the proper construction, installation, execution, implementation of the Project. An illustrative but not exhaustive list of such power & duties are as follows:
 - i. During the Implementation Period, the Maintenance Board/Committee shall, at all reasonable times and upon reasonable notice, shall have access to the PTUs for the purpose of discharging its duties under this Concession Agreement.
 - ii. The DSCL Maintenance Board/Committee shall undertake inspections, at such times as it deems appropriate, to determine the progress during the Implementation Period and the extent of compliance with provisions

- stipulated in this Concession Agreement and notify the Concessions Authority, and the Concessionaire of any deviations there from immediately;
- iii. Compliance to the Operation and Maintenance Manual;
 - iv. Review the Concessionaire's periodic reports;
 - v. Approve the materials to be used to be made part of PTUs;
 - vi. Review and verify the implementation of Variations;
 - vii. Approve any improvements or modifications proposed by any of the members of the DSCL Maintenance Board/Committee;
 - viii. Review Performance Security requirements;
 - ix. Any other matter which it deems necessary for the implementation, operation or maintenance of the Project;
 - x. Review and take actions on matters arising out of the Complaints Register.
 - xi. Impose penalties on the Concessionaire as stipulated in clause 6, section- V
 - xii. To undertake and execute work incidental and/or consequential for proper execution of the project;
 - xiii. The Maintenance Board/committee shall have the power to appoint Expert or Specialist Person in any area required, for a review of the construction, operation, and maintenance and planning of the Project. Such persons shall act as an "Expert", whose expert professional opinion, once confirmed by the Maintenance Board/Committee shall be binding on all Parties and the Maintenance Board.
 - xiv. Without limitation to the generality of the foregoing Articles, the Maintenance Board/Committee shall have the power to appoint a valuer as an Expert to undertake and determine the adjustment of Concession Period.
 - xv. The Concessionaire and the Concessions Authority shall extend full cooperation to the Maintenance Board/committee and to any Expert appointed by the Maintenance Board/committee. All the expenses of the Maintenance Board/Committee and the expert appointed shall be borne by the Concessions Authority.
 - xvi. The Maintenance Board/committee shall meet at least once every quarter of the calendar year at such time & venue as may be indicated by the Convener and notified to all the members of the Maintenance Board well before the date of the meeting.

- xvii. Environmental compliance, health standard, safety, security smooth functioning steps are to be supervised by the Maintenance Board/Committee;
- xviii. Penalty in case of non-performance and poor quality will be as per Section II Clause 6.

17. TAXATION AND CONFIDENTIALITY

17.1 Local Taxation

- a. The Concession Agreement shall include all charges towards import license, toll, customs duties, import duties, business taxes, etc., that may be levied in accordance with the applicable Laws for the time being in force on the Concessionaire's Equipment, Machinery and Materials (whether permanent, temporary or consumable) acquired for the execution of this Concession Agreement and on the services to be performed under this Concession Agreement. Nothing in this Concession Agreement shall relieve the Concessionaire from its responsibility to pay any tax that may be levied because of this Concession Agreement.
- b. Under the provisions of the Indian Income Tax Act, the Concessions Authority is required to deduct tax at source at the rates prevailing in case any payments are envisaged under this Concession Agreement.

17.2 Income Taxes on Staff

The Concessionaire's staff, Person and labour will be liable to pay personal income taxes in India in respect of their salaries and wages as chargeable under the laws and regulations for the time being in force, and the Concessionaire shall make such deductions in respect of such taxes as required by law.

17.3 Confidentiality

Neither of the Parties shall, at any time during before the expiry or post termination of this Concession Agreement, without the consent of the other Party, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly to carry out their duties), any information relating to the negotiations concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party or any proprietary information of the other Party.

17.4 Exceptions to Confidentiality

The restrictions imposed by Article 19.2 shall not apply to the disclosure of any information:

- i) Which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtained with no more than reasonable diligence from sources other than the Parties.
- ii) Which is required by law to be disclosed to any Person who is authorized by law to receive the same.
- iii) Which is required to be disclosed by the regulations of any recognized exchange upon which the share capital of the Party making the disclosure is or is proposed to be from time to time listed or dealt in,
- iv) To a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing Party is a Party.
- v) To any consultants, banks, financiers or advisers to the disclosing Party, or
- vi) In accordance with this Concession Agreement.

18. PROJECT REVENUES AND CONSIDERATIONS

18.1 Levy and Appropriation of Commercial Charges

- (a) The Concessionaire shall levy, collect, appropriate Commercial Charges from the Users for the period in accordance with the provisions of this Agreement subject to Article 20
- (b) On and from the Operations Date and until the last date of the Concession Period, the Concessionaire or its Subcontractors shall levy, collect, and appropriate Project Revenues/ Commercial Charges, as set out in Section 2 Clause 11.
- (c) **Negotiation on Bid Variable:**

Negotiation on Bid Variable (Quoted Value of Bid) can be done only in the following condition. Negotiation can neither be demanded nor can be done in any other condition whatsoever.

No negotiation on Bid Variable shall or can be demanded by the Concessionaire in any whatsoever.

However if there is a variation in number of water PTUs mentioned in these Bid Documents, for whatsoever reason, the quoted Revenue Sharing (Bid Variable) of the Concessionaire shall be modified (increased or decreased on pro rata basis subject to the conditions that the modified value of Bid Variable of the Concessionaire shall not be less than rate quoted by H2 Bidder or 80% of the rate quoted by H1 Bidder whichever is higher.

- (d) Revenue sharing to be proposed by the bidder should not be less than INR 10000.00 Per Month.

18.2 Types of Project Revenue

a. Income from Users charge

The Concessionaire shall be allowed to collect user charge for the users of Smart PT s as per clause 11.0 of section II, Scope of work.

b. Income from Display of Advertisements

The Advertisement revenue shall be the source of revenue mechanism for the Concessioner. The concessioner shall be entitled to lease out the Advertisement Boards to the advertisers as per the specifications in the agreement. Advertisements should not be objectionable. The concessioner shall display the name & logo of DSCL at a prominent place.

- c. Apart from the above, the concessionaire shall be well within its right to generate revenues from rent or lease of commercial space attached with PT. However the same shall require approval from the Concessioneing Authority before implementation.

19. TRANSFER OF PROJECT

- (a) Effective from the Transfer Date or the termination date, whichever is later., the Concessionaire shall, transfer and assign to the Concessioneing Authority or its nominated agency, as the case may be, free and clear from any charges, liens and encumbrances created by the Concessionaire of all the Concessionaire's right, title and interest in and to the Works/ movable and immovable assets. The Concessionaire shall also deliver to the Concessioneing Authority or its nominated agency on transfer date or the termination date, whichever is later such project reports, manuals, plans, design drawings, reports, accounts and other information as may reasonably be required by the Concessioneing Authority or its nominated agency to continue the operation of the Project either directly or by its nominated agency. The personnel of the Concessionaire may continue to be the employees of the Concessionaire subject to their written consent and the transfer of all the movable & immovable assets shall not in any manner affect their status as employees of the Concessionaire and they shall have no claim to any type of

- employment or compensation from the Concessioneing Authority or its nominated agency , which arises prior to such transfer.
- (b) The Concessionaire shall to the extent possible assign to the Concessioneing Authority or its nominated agency at the time of transfer all unexpired guarantees and warranties by Subcontractors and suppliers and all insurance policies. The Concessionaire shall ensure that any rights, which are to be so assigned, are capable of assignment and the counterpart to the Concessionaire has approved such assignment under the terms and conditions of the relevant contract.
 - (c) The Concessionaire shall, to the extent possible at the time of transfer, assign to the Concessioneing Authority or its nominated agency all contracts, equipment contracts, supply contracts and all other contracts relating to the Project entered into by the Concessionaire and subsisting at the time of transfer excluding any contracts with employees.
 - (d) Six months prior to the Transfer Date, the Concessioneing Authority shall be entitled to appoint any Consulting Engineer to assess the condition of the Project. Such Consulting Engineer shall be entitled to have free access to inspect the Project. .
 - (e) Till the Transfer Date, all risks Cost, consequences, claims shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project, unless such loss or damage is due to an act or omission of the Concessioneing Authority in contravention of its obligations under this Concession Agreement.
 - (f) The Concessionaire shall provide fair and just compensation to its employees as required under the Laws or under this Concession Agreement, and shall indemnify the Concessioneing Authority against any such claims from any employees for their loss of office, redundancy, loss of employment or otherwise. The Concessioneing Authority shall have no liability on account of any matter pertaining to the Concessionaire's employees, staff, labour etc. prior to the transfer date or termination date, whichever is later.
 - (g) The Concessioneing Authority shall be responsible for the costs and expenses, including stamp duties, taxes, legal expenses attorney fees and expenses, incurred in connection with the Transfer of the Project to it by the Concessionaire.
 - (h) On the Transfer Date, the Concessionaire shall hand over the PTUs and other movable & immovable assets to the Concessioneing Authority or its nominated agency at zero cost.
 - (i) From the Transfer Date, the obligations and the rights of the Concessionaire under this Concession Agreement shall cease extinguish and the Concessioneing Authority or its nominated agency shall take over the Project and the operation and

maintenance and any other rights or obligations arising out of this Concession Agreement which either expressly or implicitly survive extinguishment of this Concession Agreement.

- (j) On completion of the transfer by the Concessionaire to the Concessing Authority, the Concessing Authority shall issue a „Concession Agreement Completion Certificate“ to the Concessionaire. The Concession Agreement Completion Certificate will have the effect of constituting evidence of transfer of all rights, titles and interests in the Project by the Concessionaire, and their vesting in the Concessing Authority

20. MISCELLANEOUS PROVISIONS

20.1 Governing Law and Jurisdiction

This Concession agreement and any transaction in furtherance thereto shall be governed by the laws of India, and the Courts of Dehradun shall have absolute jurisdiction over all matters directly and indirectly arising out of or relating to this Concession Agreement, before during or after extinguishment, termination and/or transfer of the project.

20.2 Waiver

Waiver acquiesces, non-enforcement, relinquishment by either Party of any default by the other Party in the observance and performance of any provisions of or obligations under this Concession Agreement:

- a) shall not operate or be construed as a waiver for enforcement of such right, nor the same shall operate as estoppels for enforcement of any of such rights;
and

- b) shall not affect the validity or enforceability of this Concession Agreement in any manner whatsoever;

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Concession Agreement or any obligation there under nor extension 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/claims hereunder.

20.3 Severability

If for any reason whatever any provision of this Concession Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other legal and valid instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as far as is possible.

20.4 Entire Agreement

This Concession Agreement and the Schedules together there with all annexure, appendix, amendments, forms, instructions, RFP shall constitute a complete and Comprehensive statement of the terms and conditions of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties, to do so

20.5 Custody of Documents

The Design Documents shall be in the custody and care of the Concessions Authority. The original executed agreement shall also be with the Concessions Authority and the concessionaire shall be entitled to have the photo stated copy of the agreement.

20.6 Copyright

The Concessionaire, as beneficial owner, hereby transfers to the Concessions Authority copyright and registered design and all other intellectual property rights subsisting in or accruing to the Concessionaire, in relation to the Design Documents made or to be made by or on behalf of the Concessionaire, during the Concession Period for which such copyright subsists in such works. The Concessions Authority hereby grants to the Concessionaire non-exclusive royalty-free license to use such documents and drawings solely for the purpose of complying with its obligations under this Concession Agreement.

Copyright in the Technical Requirements and other documents issued by the Concessions Authority to the Concessionaire shall (as between the Parties) remain the property of the Concessions Authority. The Concessionaire may, at its cost, copy, use and communicate any such documents for the purposes of this Concession Agreement.

They shall not, without the Concessing Authority's consent, be used, copied or communicated to a Third Party by the Concessionaire, except as necessary for the purposes of this Concession Agreement.

20.7 Liability

The Concessionaire severally liable to the Concessioneing Authority for the fulfilment of the terms of this Concession Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first herein above written.

Date: DD/MM/YYYY.

Place: Dehradun

Signed for and on the behalf of the Concessioneing Authority (Signature) _____ Mr.(<u>Printed Name</u>) (Title)	Signed for and on the behalf of the Concessionarie (Signature) _____ Mr.(<u>Printed Name</u>) (Title)
Email: _____ Phone: _____	Email: _____ Phone: _____
Registered office address:	Registered office address: XXXXXXXXXX
Witness No.1 Witness No.2	Witness No.1 Witness No.2

SECTION - IV

BIDDING FORMS

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A. Letter of Technical Proposal

(To be submitted and signed by the Bidder's authorized signatory)

To

Date:

The Chief Executive Officer (CEO),
Dehradun Smart City Limited (DSCL)
777, Saatvik Tower, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road,
Dehradun – 248001, Uttarakhand

Sub: *Designing, financing, constructing/installing, operating and maintaining of Smart Toilets under PPP mode.*

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (Hereinafter referred to as “the applicant”), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for ***“Designing, financing, constructing/installing, operating and maintaining of Smart Toilets under PPP mode”*** according to the terms & conditions of the RFP Document issued by DSCL.
2. Our Technical & Financial Proposals are as per the requisite formats along with the Supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Proposal Security is enclosed in the Envelope 1 marked “Proposal Security Deposit.
4. DSCL and its authorised representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will

also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

5. DSCL and its authorized representatives may contact the following persons for any further information:

Name of the person (s): _____

Address: _____

Phone: _____ Fax: _____

6. This application is made with full understanding that:
- a. DSCL reserves the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Proposals.
 - b. DSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our Proposal valid for one hundred eighty (120) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the DSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal

submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DSCL. We agree that, without prejudice to any other right or remedy, DSCL shall be at liberty to forfeit the said Proposal Security absolutely.

Authorised signatory: _____

Date: _____

Name and seal of Bidder: _____ Place: _____

B. General Information on Bidder's Organization

1. (a) Name:
- (b) Address :
- (c) Address of the corporate headquarters and its branch office(s), if any, in India :

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to attached)	
6.	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7.	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8.	Telephone No. (With STD Code)	
9.	E-mail ID of Contact Person	
10.	Website if any	

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation /registration.
2. Latest brochures/ organization profiles, etc

C. Format for Financial Information of Bidder's Organization

(To be submitted and signed by the Bidder's authorized signatory)

To
The Chief Executive Officer (CEO),
Dehradun Smart City Limited (DSCL)
777, Saatvik Tower, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road, Dehradun – 248001, Uttarakhand

Date:

Sub: Development, Operation & Maintenance of Smart Public Toilets under PPP mode.

Sir,

We hereby submit our Financial Information for the captioned project.

Rupees

S.No.	Parameters	FY 2015-16	FY 2016-17	FY 2017-18
1	Annual turnover (In INR)			
2	Average annual turnover for the last three financial year			

Note: To be certified by Statutory Auditor/ Chartered Accountant

Authorized signatory:
Name of Authorized signatory
Name and seal of Bidder:

Date:

Place:

D. Format for Completed Project Experience in similar nature during last Five Year

(To be submitted and signed by the Bidder's authorized signatory)

To

Date:

The Chief Executive Officer (CEO),
Dehradun Smart City Limited (DSCL)
777, Saatvik Tower, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road, Dehradun – 248001, Uttarakhand

Sub: Development, Operation & Maintenance of Smart Public Toilets under PPP mode.**Sir,**

We hereby submit our project experience for the captioned project.

S.No	Description of Project/ Scope of Work	Details and number of Smart Public Toilets constructed, Operated and Maintained successfully	Name of the Client	Contract Period	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/End user certificate to attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:

E. Bidder's Understanding of Concept, Scope of Work and Project Requirement, Work Plan, Methodology and Manpower Deployment for performing the assignment

Bidders Understanding of the TOR, Concept Plan and work programme for this assignment are to be elaborated in these sections, broadly under following sections:

- (a). Understanding the concept
- (b). Scope of Work and
- (c).Project Requirement
- (d) Work Plan & Methodology

The write up should explain Bidder's insight with respect to the objectives of the assignment, approach to the items, and methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies for the supply of desired items.

Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approval by DSCL), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into feasible working plan. The work plan should be consistent with the suggested work Program of the Bidder.

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:

F. Affidavit

(To be given by the Bidder on non judicial Stamp Paper of Rs. 100/-)

I..... S/o, Resident of the

..... (Insert designation) of the (insert name of the Bidder), do solemnly affirm and state as under:

1. **That** I am the authorized signatory of(insert name of company) (hereinafter referred to as “Bidder”) and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. That I have submitted information with respect to our eligibility for the “Setting up of Water ATM for Safe Drinking Water including Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Dehradun City” (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. **That** I hereby affirm to furnish any information, which may be requested by DSCL to verify our credentials/information provided by us under this Proposal and as may be deemed necessary by DSCL.
4. **That** if any point of time including the Concession Period, in case DSCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of DSCL.
5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP/ Proposal shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That, we fully acknowledge and understand that in case any false or misleading information, as furnished by us in our RFP, is found at a later stage after the signing of the Concession Agreement amongst DSCL and (Insert name of organization), it shall entitle DSCL to terminate the said signed Concession Agreement between the Parties. The costs and risks for such termination shall be entirely borne by us.
7. That all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

VERIFICATION:

I, the above named deponent, do verify that the contents of par Dehradun points 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of....., 2018.

G. Format for Power of Attorney for Signing of Application

(To be given by the Bidder on non judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we/ I (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the Project envisaging ***“Development of smart public toilet including Designing, financing, constructing / installing, operating and maintaining at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Dehradun City.”***, Uttarakhand in the country of India, including signing and submission of all documents and providing information/responses to DSCL, representing us in all matters before DSCL, and generally dealing with DSCL in all matters in connection with our Bid/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted.....

(Signature)

(Name, Title and address) of the Attorney

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

H. Format for Proposal Security (Bank Guarantee)*(To be valid for 165 days from the Proposal Due Date)***UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE****Bank Guarantee No.:**..... **Dated:****Issuer of Bank Guarantee:**

_____ (Name of the Bank)

(Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Dehradun Smart City Limited (DSCL)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

In pursuance of Clause 3.4.1 of Section 1 of the Request for Proposal Document dated (hereinafter referred to as the "RFP" inclusive of Concession Agreement) for the *"Development of smart public toilet including Designing, financing, constructing / installing, operating and maintaining at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Dehradun City.*", (hereinafter referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and DSCL and is not dependent upon execution or performance of any Agreement between DSCL and (name of the Bidder).

Operative part of the Bank Guarantee:

1. At the request of the _____ (name & address of the Bidder), we (name and address of the bank), hereinafter referred to as the "Bank", do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DSCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. _____ (in words), such sum being payable by us to the DSCL immediately upon receipt of first written demand from DSCL.
2. We unconditionally and irrevocably undertake to pay to the DSCL on an immediate basis, upon receipt of first written demand from the DSCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the DSCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ Only).
3. We hereby waive the necessity of the DSCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DSCL that the DSCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the DSCL by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the DSCL.
6. We unconditionally and irrevocably undertake to pay to the DSCL, any amount so demanded not exceeding Rs..... (Rupees Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DSCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until----- (165 days from the Proposal Due Date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. Lakhs (Rupees in words).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. (Date of Submission of Bid) to (-----)

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Dehradun Smart City Limited (DSCL), serves upon us a written claim or demand on or before_____

Authorized Signatory
(For Bank)

I. Format for Financial Proposals

"The Price Bid BOQ is documented separately and can be downloaded from e-procurement portal <http://uktenders.gov.in> along with the RFP document. The price bid BOQ in EXCEL FORMAT which is available on <http://uktenders.gov.in> website should be completely filled and should be uploaded as a part of the bid without which the bid shall be treated as NON-RESPONSIVE."

SECTION - V

SCHEDULE

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SCHEDULE- I

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this the----- day of 2018 **Between** Dehradun Smart City Limited,

Under _____ **Act represented by the** _____ and having its office at _____ (hereinafter referred to as the “**Concessioneing Authority**” or “**DSCL**” which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART**;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (No. 1 of 1956) represented by the _____ and having its registered office at _____ (hereinafter referred to as the “**Concessionaire**” which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assigns and substitutes) of the **SECOND PART**.

WHEREAS the Concessioneing Authority has decided to Development of Smart Public Toilets including Designing, financing, constructing / installing, operating and maintaining of Smart Public Toilets at Public Places through Public Private Partnership (PPP) at designated locations under “Smart City Mission” at Dehradun City („*the Project*”). The development of Smart PTUs shall be 07 (Seven) is in the ownership of the Concessioneing Authority.

AND WHEREAS with an objective to seek private sector participation in the afore said Project, the Concessioneing Authority, undertook the process of selection of a suitable Concessionaire through competitive bidding process, after issuing a Request for Proposal document (RFP) dated _____ inviting Proposals from prospective Bidders to implement the said Project.

AND WHEREAS the Concessionaire, selected through the transparent competitive bidding process, met the Eligibility Criteria {as laid down in Section-I (Instructions to Bidders) of the RFP document} and quoted the Maximum Revenue sharing amount for the concession Period of 05 year (including implementation period of six month) for the right to successfully complete development/installation of Smart Public Toilets Units then operating, maintaining the project. After evaluation of the Proposals so received, on behalf of the Concessioneing Authority, accepted the Proposal of the Concessionaire and issued Letter of Award dated _____ to the concessionaire requiring, inter alia, the execution of this Concession Agreement.

AND WHEREAS the Successful Bidder/ Concessionaire acknowledges and confirm that it has undertaken a due diligence and audit of all aspects of the Project units including technical & financial viability and legal due diligence and on the basis of its independent satisfaction hereby

accepts the Concession and agrees to implement the Project at its own cost and expense in accordance with the terms and conditions of this Concession Agreement.

AND WHEREAS following the issue of the Letter of Award and (i) submission by the Successful Bidder, Deed of Guarantee/s towards the Concessionaire; (ii) provision of the Performance Security of **Rs. -----(Rs-----)** to the Concessions Authority and within 30 (thirty) days from the date of receipt of the Letter of Award to the Concessionaire, the Concessions Authority hereby agrees and grants to the Concessionaire this Concession on the mutually agreed terms and conditions for the Concession Period to (a) Development of Smart Public Toilet and; (b) operate & maintain the Permanent Smart Public Toilet Units and (c) at the end of the Concession Period hand back the Water Unit and all the Assets (which includes the assets as provided by the Concessions Authority and the assets as brought in by the Concessionaire, during the subsistence of this Concession Agreement) in good working conditions.

AND WHEREAS the Concessionaire hereby accepts the Concession granted and undertakes to implement the Project in accordance to the provisions of this Concession Agreement.

NOW THEREFORE, in view of the offer, mutual promises and consideration set out herein, the Concessions Authority, and the Concessionaire (each individually a “**Party**” hereto, and collectively the “**Parties**”) hereby agree to be bound by the provisions of this Concession Agreement.

SCHEDULE- II

FORMAT OF PERFORMANCE SECURITY (Bank Guarantee)

PERFORMANCE BANK GUARANTEE OF CONCESSIONAIRE

Bank Guarantee No.: _____

Dated:

Issuer of Bank Guarantee:

(Name of the Bank) _____

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Dehradun Smart City Limited (DSCL)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during Concession Period in respect of draft Concession Agreement (hereinafter referred to as the “Agreement”) to be executed amongst the _____ (“hereinafter referred to as the “DSCL” _____ or “Concessions Authority), and _____ (hereinafter referred to as the “Concessionaire”) for the Project

Development of Smart Public Toilets under PPP (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and DSCL and is not dependent upon execution or performance of any Agreement amongst DSCL and _____ (name of the Concessionaire).

Operative part of the Bank Guarantee:

1. At the request of the Concessionaire, we _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DSCL, _____ i.e. the beneficiary on behalf of the Concessionaire, up to a total sum of Rs, _____ (Rupees _____ Only), such sum being payable by us such sum being payable by us _____ immediately upon receipt of first written demand from the DSCL,

2. We unconditionally and irrevocably undertake to pay to the DSCL, _____ on an immediate basis, upon receipt of first written demand from the DSCL, _____ and without any cavil or argument or delaying tactics or reference by us to Concessionaire and without any need for the DSCL, _____ to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Concessionaire or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees----- Only).
3. We hereby waive the necessity of the DSCL, _____ demanding the said amount from Concessionaire prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DSCL, _____ that the DSCL, _____ shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the DSCL, _____ by invocation of this Guarantee.
5. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DSCL, _____ that the DSCL, _____ shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the DSCL, _____ by invocation of this Guarantee.
6. This Guarantee will not be discharged due to the change in constitution of the Bank or the Concessionaire. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the DSCL,
7. We unconditionally and irrevocably undertake to pay to the DSCL, _____ any amount so demanded not exceeding Rs. ----- (Rupees ----- Only) notwithstanding any dispute or disputes raised by Concessionaire or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DSCL, _____ shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall be a valid discharge of our liability for payment under this Guarantee and the Concessionaire shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ Lakhs (Rupees _____ Only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the DSCL, _____ serves upon us a written claim or demand on or before _____.

Authorized Signatory for

Bank