



REQUEST FOR PROPOSAL

REFURBISHMENT OF EXISTING PUBLIC TOILETS, CONSTRUCTION OF NEW PUBLIC TOILETS AND OPERATION & MAINTENANCE OF ALL OLD & NEW PUBLIC TOILETS IN CHANDIGARH UNDER PPP MODE FOR 15 YEARS.

ISSUED BY THE:

MUNICIPAL CORPORATION, CHANDIGARH

New Deluxe Building
Sector-17, Chandigarh

Phone:0172-2540609 , 0172 -2714140

Website : <http://www.mcchandigarh.gov.in/>



MUNICIPAL CORPORATION, CHANDIGARH

REQUEST FOR PROPOSAL

REFURBISHMENT OF EXISTING PUBLIC TOILET BLOCKS, CONSTRUCTION OF NEW PUBLIC TOILET BLOCKS AND OPERATION & MAINTENANCE OF ALL OLD & NEW PUBLIC TOILETS IN CHANDIGARH UNDER PPP MODE FOR 15 YEARS with a right to display the advertisements at selected sites and with NIL usage charges to the public i.e. toilet facilities will be “free of cost” to the users.

1. The **Executive Engineer, Municipal Corporation, Public Health Division No. 4, Chandigarh** on behalf of the **Commissioner, Municipal Corporation Chandigarh(MCC)** invites Proposal from **reputed Infrastructure firms/ Advertising Firms, NGOs, Partnership firms, Proprietorship firms, Social Welfare, CSR of any Corporate Welfare society with experience in Infrastructure/ Social Infrastructure** and Consortiums (Joint Ventures) having relevant experience in Development, Renovation& Operation and Maintenance of Public Toilets under PPP mode ” in accordance with the terms and conditions laid down in this RFP Document.
2. RFP document will be available online from [REDACTED] at **www.mcchandigarh@gov.in** The Proposal due date is ____ and will be uploaded online at **etenders.chd.nic.in**. For further details, contact Office of the Executive Engineer, Municipal Corporation, Public Health, Division no.4, Sector 17, Chandigarh.
3. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid. **The technical bids will be examined based only on the uploaded documents.** NO CORRESPONDENCE OR PHYSICAL SUBMISSION OF ANY ADDITIONAL DOCUMENT THEREAFTER WILL BE ENTERTAINED BY MCC.
However, in case any scanned and uploaded documents is not clearly legible or any clarification is required to the bid, then the Department may ask the bidder to submit the same. **THE CLARIFICATION OF ONLY THE UPLOADED DOCUMENTS CAN BE OBTAINED BY THE DEPARTMENT, IF SO REQUIRED BUT NO ADDITIONAL DOCUMENT OTHER THAN UPLOADED SHALL BE ACCEPTED. The needful to submit such clarification document as/if sought for should be done within stipulated period, failing which no claim of the contractor shall be acceptable.**
4. **Bids without digital signatures will not be accepted by the Electronic Tendering System. No bid will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.**
5. MCC will not be responsible for any delay in online submission of the Bids due to any reason what so ever.
6. **IT MAY BE NOTED BY THE INTENDING BIDDERS THAT THE BID SUBMITTED SHALL BECOME INVALID IF :-**
 - i) If the bidder does not upload scanned copy of EMD of requisite value & mode and requisite undertaking or the bidder is found ineligible.
 - ii) The bidder is found ineligible.

7. The Price Bids will be opened only of those bidders who have submitted the 'Original Receipt' of deposition of EMD as per General Terms & Conditions under point 3.1 in office of the Executive Engineer, MC PH Division no.4, Chandigarh and as per the scanned copy uploaded with their bid. Further only the successful bidder within seven days of opening of price bids will have to submit the hard copies of documents as uploaded with the bid. The bid of such bidder shall become invalid and rejected out-rightly, if any discrepancy is noticed between the documents as uploaded online at the time of submission of bid and as submitted physically by the successful bidder in the office of tender opening Authority. The MCC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money as deposited by such bidder. FURTHER SUCH BIDDER SHALL NOT BE ALLOWED PARTICIPATE IN THE RE-TENDERING PROCESS.
8. The sole responsibility shall rest upon with the bidder to check the H1 or L1 status of the E-bid online and no correspondence will be entertained in this regard.
9. **The department reserves the right to verify the particulars furnished by bidder independently.** If any information furnished by the applicant is found incorrect at a later stage, the Bidder shall liable to be debarred for future tendering in Municipal Corporation Chandigarh.
10. For any technical issue related to electronic tendering portal, bidders may contact IT Cell, DIT, Additional Deluxe Building, 5th Floor, Sector-9, Chandigarh or email at **etenders.chd.nic.in. Phone No. 0172-2740641, 0172-2740003.** The Bidders may also contact Nodal Officer/Computer Programmer, Municipal Corporation, Chandigarh for any help/Assistance regarding e-tendering at 0172-5021530 during office hours.
11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the firms/NGOs etc. who resort to canvassing will be liable for rejection.
12. The definitions and interpretation are as mentioned under Clause -1 of this RFP.

**For and on behalf of
Commissioner, Municipal Corporation Chandigarh**

**Executive Engineer,
M.C.P.H. Division No.4,
Chandigarh**

ADDRESS:
New Delux Building, 4th floor,
Sector-17, Chandigarh
Ph. No. 0172-2540609

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders in documentary form by the concerned office of the Department (Municipal Corporation, Chandigarh) is provided to Bidders on the terms & 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 Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. 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.

Municipal Corporation, Chandigarh 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 Municipal Corporation, Chandigarh in any way from the selection process for the Project.

Municipal Corporation, Chandigarh may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/Clauses in this RFP document. The information that Municipal Corporation, Chandigarh is in a position to furnish is limited to this RFP and the information available at the contact addresses given in 1.1.7, along with any amendments/ clarifications thereon. This RFP and the information contained herein are confidential and for use only prospective bidders. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with RFP the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the bidder as Concessionaire.

SCHEDULE OF BIDDING PROCESS

The milestone dates for the REFURBISHMENT OF EXISTING PUBLIC TOILET BLOCKS, CONSTRUCTION OF NEW PUBLIC TOILET BLOCKS AND OPERATION & MAINTENANCE OF ALL OLD & NEW PUBLIC TOILETS IN CHANDIGARH UNDER PPP MODE FOR 15 YEARS are as under:-

Description	Due dates as per E-Notice
Date of issue i.e. uploading the RFP	As per E-Notice; 15.09.2017
Last date of receipt of queries	29.09.2017
Pre-bid meeting	04.10.2017
Last date & time of on-line submission of bids	20.10.2017
Date of opening of e-folders containing scanned copies of EMD and Technical Bids	As per E-Notice
Date of opening of e-folders containing financial bids of eligible bidders	To be intimated later on

SECTION – I

INSTRUCTIONS TO BIDDERS

1. INVITATION FOR PROPOSAL

1.1 INTRODUCTION

1.1.1 Municipal Corporation, Chandigarh intends to refurbish the existing Public Toilet Blocks, Construct New Public Toilet blocks and Operate & Maintain all the Old & New Public Toilets in Chandigarh under PPP mode for a period of 15 years.

1.1.2 This Request for Proposal (RFP) document is for the Project Refurbishment, Construction, Operation and Maintenance of the Public Toilets in Chandigarh through Public Private Partnership mode (the “**Project**”).

1.1.3 An Agreement will be drawn up amongst Municipal Corporation, Chandigarh (the “Concessing Authority”), and the Successful Bidder (the “Concessionaire”). The draft Concession Agreement to be signed between the parties shall be as per Section II of this document.

1.1.4 A “Single Stage” bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum 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 Proposals of only those Bidders that possess the minimum Technical Qualification Conditions as laid down in this document and other relevant documents (*as per the formats provided*) would be opened and evaluated. **The online Bid submission is envisaged in three parts:** *Scanned copy of Earnest Money deposit (EMD) as per prescribed mode in folder.

*Scanned copy of Earnest Money deposit (EMD) as per prescribed mode in 1st folder.

* Technical Bid (scanned copies of credentials) under second folder.

*Financial Bid as per BOQ format.

1.1.5 The RFP document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirement.

1.1.6 The RFP document can be downloaded from websites **www.mcchandigarh.gov.in** or **Retenders.chd.nic.in**.

1.1.7 The RFP submissions must be uploaded not later thanhrson or before

..... at e-tender website i.e. etender.chd.nic.in in the manner specified in the RFP document and Municipal Corporation, Chandigarh shall not be responsible for any delay in receiving the uploaded proposal and reserves the right to reject and/ or accept any or all the proposals without assigning any reason thereof.

1.1.8 In case applicants need any further information about the Project or need access to any other documents related to the Project, as available with Municipal Corporation, Chandigarh or any other information, they are requested to contact below:-

Executive Engineer (Public Health Divn. No. 4)
Municipal Corporation, Chandigarh
Address: New Delux Building, 4th floor, Sector-17, Chandigarh
(Phone: 0172-2540609)

2. PROJECT BACKGROUND

2.1 INTRODUCTION

Chandigarh City is in the process of enhancing the basic infrastructure and providing Public Toilets as one of the areas of improvement.

To address the issues, Municipal Corporation, Chandigarh has taken the initiative, to construct new Public toilets, renovate the existing Toilets and also Operate and Maintain all the Public Toilets giving right to display advertisement at the list of selected sites as mentioned in Schedule –IV & V under PPP framework in Chandigarh. The construction of new public toilet blocks will be undertaken as per the Architectural Drawings provided by Municipal Corporation, Chandigarh so as to cater with problems generated due to Open Defecation in the city / town areas. Advertisement Fees may not be considered while quoting the price bid as this project under PPP mode has been exempted from the purview of *'The Chandigarh Advertisement Control Order 1954 by way of Notification No.17/1/13-UTFI(1)-2017/9846 dated 13.09.2017 issued by Chief Administrator, Union Territory, Chandigarh.* No user charges are to be levied even for usage of Water Closet Seats.

While aiming this, Municipal Corporation, Chandigarh desires to take up the Construction of new Public toilets on BOT basis and also Renovation of the existing Public Toilets and Operation and Maintenance of all old and new Public Toilets on PPP mode as per the Architectural drawings provided herewith. For this purpose, MCC would contract with the reputed Infrastructure firms/ Advertising Firms, NGOs, Partnership firms, Proprietorship firms, Social Welfare, CSR of any Corporate Welfare society with experience in Infrastructure/ Social Infrastructure for development of proposed Public toilets. MCC may work out institutional mechanism and hand over the renovation, construction, operation and maintenance rights to the Infrastructure firms/ Advertising Firms, NGOs, Partnership firms, Proprietorship firms, Social Welfare, CSR of any Corporate Welfare society with experience in Infrastructure/ Social Infrastructure for proposed locations instead the successful bidder will be given the advertisement rights to display their advertisements at selected sites as per details given in the RFP herein to realize its investment and to bear its operation and maintenance expenses as briefly nutshell in the RFP. No user charges shall be levied to the Public. Advertisement fee may not be considered while quoting the price bid. The toilets will remain open from 5.00 AM to 11.00 PM without any break. After the completion of the concession period, the utilities will be handed over by the Developer to MCC in good running condition as per inventories and no dues related to water and electricity bills shall be pending on part of Concessionaire.

2.1.1 LOCATIONS OF PUBLIC TOILETS : The list of the units where the project proposed is as per Schedule IV and V of this RFP document.

2.1.2 Source of Funds and Source of Revenue to operate and run the toilet blocks

The Source of revenue to recoup the investments shall be met out by the concessionaire from displaying advertisements at the proposed selected units at designated spaces. However, no user charges shall be levied to the Public. The informatory board/signage regarding NIL usage charges shall also be displayed by the concessionaire at suitable place of the utility/ Toilet Block. Advertisement fee may not be considered while quoting the price bid as mentioned under 2.1 above.

2.1.3 END OF THE CONCESSION PERIOD

At the end of the Concession Period, by efflux of time or premature termination for any reason what-so-ever, all rights given under the Concession Agreement shall cease to have effect and the Public Toilets and the entire Project facilities including the asset (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 transfer back to MCC as per the provisions of the **Concession Agreement (Section II of the RFP document)**. All the movable and immovable assets attached shall revert to MCC without any obligation on MCC to pay or adjust any consideration or other payment to the Concessionaire.

2.1.4 PREMATURE TERMINATION:

The Concessioneing Authority or concessionaire by giving three months notice can terminate the contract prior to the agreed/ allotted period of 15 years. However, in the event of unsatisfactory performance and breach of terms & conditions, the concessioneing authority can terminate the contract by serving the notice of 15 days to the concessionaire of the opportunity of hearing before appellat authority i.e. the Commissioner Municipal Corporation, Chandigarh that as to why the contract should not be cancelled prior to the agreed/ allotted concession period.

2.1.5 Nothing Due Certificate at the end of concession period:

Upon end of the concession period OR premature termination due to any reason what-so-ever, the concessionaire shall be required to clear its all liabilities in respect of electricity and water bill charges or any other charges as may be applicable. In addition to these, the advertisement panels shall have to be removed and the vacant possession of the utilities as per the inventories shall be required to be given to the Authorized officers/officials of the Municipal Corporation Chandigarh (Concessioneing Authority).

2.2 SCOPE OF WORK

The Successful Bidder/ Concessionaire shall be required to:-

- Refurbish 243 nos. of existing Public Toilets.
- Construct 28 nos. of new Toilets as per the revised Architectural Drawings and to
- Operate and maintain all old and new Public toilets i.e. 300 Nos. *(243 nos. existing toilets + 29 nos. near completion in various green belts + 25 nos. new toilets to be constructed in green belts + 3 nos. new toilets to be constructed in markets)* for 15 years as per terms and conditions with right to display the Advertisement on the areas/ space as specified in Schedule –IV & V. *The fully functional and operational Project shall be transferred back to MCC after the expiry of*

Concession Period or in case of premature termination for any reason what-so-ever.

- The overall offer of the bidder/successful concessionaire shall be on the basis of 300Nos. Public Toilet Blocks as per the lists Annexed in this RFP.

2.3Condition on bidders

Bidding shall be open to firms which include Infrastructurefirms/Advertising Firms, NGOs, Partnership firms, Proprietorship firms, Social Welfare, CSR of any Corporate Welfare Society with experience in Infrastructure /Social Infrastructure and consortium. Joint Ventures/ Consortium are allowed to bid for this project. In case of a consortium or joint venture, the lead firm (which shall be single entity) shall be specified and fully empowered to represent the consortium or joint venture. The lead firm shall have a minimum stake of 51% in the consortium/joint venture.

The detailed Terms & Conditions of joint venture/ Consortium are given at Appendix-II of this RFP document.

3. GENERAL TERMS AND CONDITIONS FOR EVALUATION OF ONLINE OFFERS

3.1 The evaluation of the Proposals will be completed in following 3 No. Steps:

Step 1 – EARNEST MONEY amounting to **Rs. 50.00 Lacs** (Fifty Lacs) in form of Demand Draft/ Deposit-at-Call receipt or Payorder of any scheduled Bank payable at Chandigarh in favour of the Executive Engineer, Municipal Corporation, Public Health Division No.4, Chandigarh shall be deposited in physical form by the intending bidder before the last date of uploading of bid with office of any of the Executive Engineer of Municipal Corporation, Chandigarh and the receipt thereof shall be required to be scanned and uploaded with the bid under 1st folder. Under step-1 of evaluation of online offers, the first folder containing detail of EMD and its receipts shall be opened.

Step 2 – After opening of Earnest money folder(s) and the same, if found in order then **E-Folders containing TECHNICAL BIDS** shall be opened for short listing the eligible bidders to open their financial bids.

Step 3 – Under step 3, **E-Folders containing FINANCIAL BIDS** of the eligible bidders shall be opened.

3.1.2 : NOTE REGARDING EARNEST MONEY:

The original receipt of depositing EMD in office of any of Executive Engineer of MCC shall be deposited with the Executive Engineer, MC PH Division no.4, Chandigarh immediately after the closing date of uploading of bids. The financial bids will be opened only of the bidders who have deposited the Receipt in original with the Executive Engineer, MC PH Division no.4, Chandigarh.

BID PARAMETERS:

- Online Bids are invited for the Project on the basis of the highest premium in the form of annual CONCESSION FEES offered by the intending bidders OR lowest financial grant required by a Bidder for implementing the Project payable annually after successful implementation of one year from commercial operation date.
- **However, the Concession Period of 15 years is pre-determined. In case, the bidders offers the combination of both the Grant and Premium, the Bid will be declared null and void and will be rejected out-rightly.**
- The Annual Concession fees payable by Concessionaire shall be paid in advance every year and if the Grant is to be paid by MCC, it shall be paid at the end of every year. The Grant or Premium amount shall constitute the sole criteria for evaluation of Bids.
- Subject to terms hereof, the Project will be awarded to the Bidder quoting the highest Premium/lowest grant as the case may be.

3.1.3 The Successful Bidder shall be issued a Letter of Award (LOA). The letter of Award shall be accepted by the successful bidder and **Performance Guarantee of Rs. 1.00 crore** as per specimen shall be deposited within 7 days of the date of issuance of the LOA. The EMD deposited with the bid will be returned to the successful bidder on receipt of performance guarantee. However this period of submission of performance guarantee can be further extended upto 15 days with late fee @ 0.10% per day of the performance guarantee amount for the days of delay. Beyond this extended period, the letter of award shall be cancelled along-with forfeiture of EMD.

3.1.4 The Conditional bids /offers will not be accepted.

3.2 Technical Qualification Conditions

3.2.1 The Bidder can be either the reputed Infrastructure firms/ Advertising Firms, NGOs, Partnership firms, Proprietorship firms, Social Welfare, CSR of any Corporate Welfare society with experience in Infrastructure/ Social Infrastructure and Consortiums (Joint Ventures) with relevant experience.

3.2.2 The Bidder should be legally competent to enter into a contract as per prevailing laws.

3.2.3 Only those Bidders meeting the "*Minimum Eligibility Criteria*" shall be "*Technically Qualified*" for the Project.

I. Technical Capability

a. The intending bidder should have successfully completed such similar nature work during the last 10 years ending last day of the month previous to the one in which the applications of bids are invited, should be either of the following:

i) Completed one work of Operation and Maintenance of minimum 240 nos. of toilets on PPP mode continuously for a period of 5 years.

OR

ii) Completed two works of Operation and Maintenance of minimum 180 nos. of toilets on PPP mode continuously for a period of 5 years.

OR

iii) Completed three works of Operation and Maintenance of minimum 120 nos. of toilets on PPP mode continuously for a period of 5 years.

AND

b) Any one work of composite Building Construction/ renovation including works of Public Health, electrical costing not less than Rs. 6.00 Crore with any Central/State Government/Central Public Sector Undertaking.

THE SCANNED COPIES OF PERFORMANCE CERTIFICATE(S) ISSUED BY THE AUTHORIZED SIGNATORY OF THE CLIENT DEPARTMENTS OF EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORK(S) MUST BE UPLOADED WITH THE TECHNICAL BID. THE PERFORMANCE CERTIFICATE SHOULD MENTION THAT ALL DUES TO THE CLIENT DEPARTMENT STAND CLEARED BY THE BIDDER AND NO DUES ARE PENDING PAYABLE TO THE DEPARTMENT. HOWEVER, THE DEFAULTERS OF MCC ON ACCOUNT OF ANY DUES PAYABLE ARE NOT ALLOWED TO BID FOR THE PROJECT. In case of bidder having experience in point (a) above with any Private firm, then the bidder has to submit certificate of Tax Deducted at Source (TDS).

II. FINANCIAL CAPABILITY

- The intending bidder should have minimum average Annual Turnover of Rs. 10.00 Crore (Rupees TEN CRORES) in the last three financial years. (Scanned copy of certificate from Chartered Accountant should be uploaded and there is no need to upload entire voluminous Balance sheets)
- **BANK SOLVENCY:** The intending bidders should have solvency of amount not less than Rs. 2.00 Crore.
(NOTE: The BANK SOLVENCY CERTIFICATE should not be more than one year prior from the date of closing of the e-bids).
- The intending bidder along with the bid should furnish an **AFFIDAVIT** duly attested by Notary Public/First class Magistrate on Stamp Paper worth Rs. 50/- in technical bid as per specimen given under Format-D.

3.4 Proposal submitted by a Single Bidder (i.e. either a Company or a registered Partnership Firm):

3.4.4 The Proposal must designate one or more person(s) to represent the Bidder in its dealings with MCC. Unless specifically advised to the contrary, MCC 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 limitations on the authority of the designated person (s) should be detailed in the Proposal.

3.5 FEE AND DEPOSITS TO BE PAID BY THE BIDDER

3.5.1 Earnest Money Deposit:

(i) The Proposal shall be accompanied by Earnest Money Deposit (EMD) for a value of **Rs. 50,00,000/-** (Rupees Fifty Lacs only) as per prescribed mode as per 3.1.

(ii) The EMD shall be valid for a minimum period of 90 days from the Proposal Due date of uploading the RFP. On request from MCC, the Bidders would be required to extend the validity of the EMD on the same terms and conditions.

(iii) The EMD of the Successful Bidder shall be returned after the signing of the Concession Agreement on submission of Performance Guarantee amounting to Rs. 1.00 Crores duly valid for 15 years. The Performance Guarantee issued by the scheduled bank should be as per format given in this RFP document.

(iv) Any Bid/ Proposal submitted without the EMD in the form as specified in the RFP document shall be summarily rejected.

(v) However, the Validity of EMD shall have to be extended by bidder for a specified additional period at the request of MCC.

(vi) The EMD shall be forfeited by MCC, in the following cases:-

a) If the Bidder withdraws his Bid/ Proposal after Technical Proposal opening and during the Proposal 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 Guarantee.

d) If the bidder refuses to extend the validity period of EMD if required.

3.6 One Bid per Bidder:

Each bidder shall submit only one bid for the all the Project sites proposed for development of Public Toilets.

3.7 Proposal Preparation and Cost:

All Bidders are required to submit a detailed proposal (hereinafter referred to as the Proposal 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 Proposal and related expenses shall be borne by the Bidders themselves.

3.8 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 MCC in the RFP Document, when they submit the Proposal. Intending Bidders should visit and inspect the proposed sites at their own expense. Failure to investigate all the sites, where-upon the Public Toilet Units shall be constructed or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or

costs of successfully completing the Project. To explore the advertisement potential at the proposed sites of public toilets will be sole responsibility of the intending bidder.

3.9 VALIDITY OF PROPOSAL:

3.9.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission (Proposal Validity Period). MCC reserves the right to reject any or all the Proposals without assigning any reason. However, the Validity of Proposal shall have to be extended by bidder for a specified additional period at the request of MCC.

3.9.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his EMD for the period of extension.

3.9.3 The Proposed Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

3.10 Right to Reject Proposals:

3.10.1 MCC reserves the right to reject any / all Proposals or withdraw the invitation of the proposal at any stage without citing any reason, obligation/ liability upon MCC of any type what-so-ever.

3.11 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/ Proposal, the Bid/ Proposal will be cancelled by MCC. In such an event, the Bidder will not be entitled to any compensation what-so-ever, or refund of any other amount paid by him.

3.12 Settlement of Disputes & Arbitration: Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the Commissioner, Municipal Corporation, Chandigarh. Further, if any dispute is not settled amicably, the same shall be referred to the sole arbitrator i.e. the Commissioner, Municipal Corporation, Chandigarh. The award given by the arbitrator shall be final and binding on both the parties. The venue of arbitrator shall be Chandigarh. Any act on the part of the agency to influence anybody in the Authority is liable to rejection of the tender.

3.13 Jurisdiction of Court

The court at Chandigarh shall have the exclusive jurisdiction to try all disputes if any, arising out of this agreement between the parties.

4 TENDERING PROCEDURE AND SCHEDULE

4.1 General:

4.1.1 The Bidders may send their queries on the RFP document/ Project in the pre bid meeting as scheduled.

4.2 AMENDMENT OF RFP / Pre-bid Meeting

4.2.1 At any time prior to the Proposal Due Date, MCC 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 Addendum. This will be sent in writing to all the participants of the Pre-Bid Meeting and also be uploaded on the website of the MCC and shall be binding upon the intending bidders. The addendum shall also include the pre-bid minutes.

4.2.2 In order to give the Bidders reasonable time in which to take an Addendum into account, or for any other reason, MCC, may, at its discretion, extend the Proposal Due Date.

4.3 Preparation and submission of Proposal:

4.3.1 Completed Proposals shall be accepted on or before hours,in the form of e-tendering/bidding.

4.3.2 MCC, at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an Addendum.

4.3.3 Bidders shall furnish the information strictly as per the formats given in this RFP document without any ambiguity. MCC 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.

4.3.4 Bidders are required to submit Proposal on-line under e-folder of Technical Bids.

4.3.5 Any bidder which submits or participates in more than one Proposal for the said Project shall be disqualified.

4.4 Language and Currency:

4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid/ Proposal is in any other language, the same will be supported by an English version.

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

4.5 BIDDER'S RESPONSIBILITY:

4.5.1 It would be deemed that prior to the submission of Proposal; 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:

- The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;

- All other matters that might affect the Bidder's performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
- Advertisement potential in the area of proposed toilet blocks as per RFP.

4.5.2 FACILITY VISIT:

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

b. It shall be assumed that all these factors were accounted for by the Bidder while quoting its bid. The bidder shall be deemed to have full knowledge of the proposed sites whether the sites have been inspected or not by the bidder.

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

4.6 Marking of Proposals

The Technical Bid shall be submitted online only by filling the details in the Technical e-Forms. The Bidder shall submit the bid on-line through e-portal www.etendering.gov.in, which shall comprise scanned copies of documents mentioned in the RFP. The Bidder shall submit the Financial Offer in the format specified through online mode only by filling the details in the financial e-Forms.

4.7 Modification and Withdrawal of Proposals

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date. Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the EMD.

4.8 Opening of Proposals

4.8.2 MCC reserves the right to reject any Proposal, if:-

- It is not as stipulated in this RFP.
- The information and documents have not been submitted as requested and in the formats specified in the RFP.
- There are inconsistencies between the Proposal and the supporting documents.
- It does not mention the Validity Period as mentioned in this RFP.
- There are conditions proposed with the Technical and/or Financial Proposals.
- It provides the information with material deviations.

4.8.3A 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, MCC rights or the Bidder's obligations, or which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids?

4.8.4 No request for modification or withdrawal shall be entertained by MCC in respect of such Proposals.

4.9 EVALUATION OF PROPOSALS:

4.9.1 The evaluation will be done in 3 Steps as explained under 3.1 and Bid Parameters:

- On the basis of the highest Annual Concession fee, payable annually, offered by the intending bidder. However in case of gap of renovation and maintenance as well as running cost as compared to the overall advertisement potential, then on the basis of Viable gap Funding (VGF), if required by a Bidder for implementing the Project.
- If instead of seeking a Grant, Annual Concession fee is offered to be paid to the Authority for award of the Concession, the Project will be awarded to the Bidder quoting the highest Annual Concession fee, and in the event that no Bidder offers a Annual Concession fee, then to the Bidder seeking the lowest Grant.
- In case the project is awarded on the basis of highest annual Concession fees shall be deposited annually and in advance by the concessionaire to the MCC and for the subsequent period ,the annual Concession fees shall be paid before expiry of the period for which the annual Concession fees has already been paid. In case of delay, the interest @18% p.a. shall be charged by the MCC. The liability of GST applicable on the annual concession fees shall also be the responsibility of the concessionaire.
- Bidder quoting the combination of both premium and grant shall be considered null and void and will be out rightly rejected.
- The Grant will be paid monthly/ quarterly/ annually or as mutually agreed between the Concessionaire and Concessing Authority. However, the next installment of grant will be released only on production of utilization certificate of the grant released in the earlier installment and after verification of the same by the competent authority of MCC.

4.9.2 MCC would have the right to review the Proposals and seek clarifications where necessary. The response from the bidder(s) shall only be in writing but no change in the substance of the Proposal 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.

4.9.3 The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the Proposal/ Bid may result in the rejection of the Proposal.

4.9.4 Technical/ Financial Proposals of Bidders who do not qualify the Step-I and Step-II of evaluation respectively shall not be opened.

4.10 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. MCC will treat all information submitted as part of all Proposals in confidence and will insist that all who have access to such material treat it in confidence. MCC 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.

4.11 Acceptance of the Proposal:

4.11.1 MCC shall issue Letter of Award (LOA) to the Successful Bidder for the Project.

4.11.2 The Successful Bidder is required to send his acceptance of the LOA within seven (7) days from the date of its issue along with performance guarantee of Rs. 1.00 crore.

4.11.3 MCC shall retain the right to withdraw the LOA in the event of the Successful Bidder failure to accept the LOA within the time limit specified at 3.1.3.

4.12 Execution of Concession Agreement

4.12.1 The Successful Bidder is required to sign the Concession Agreement within seven(7) days of conveying his acceptance of the LOA in writing. But prior to signing of the Concession Agreement, the Successful Bidder/ Concessionaire must submit the requisite Performance guarantee to MCC within a period as mentioned in 3.1.3.

4.12.2 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.

4.13 No claim will be entertained from the bidders in case of mistake in description, rates, units, taken in the schedule during preparation or on account of typing or comparison or over sighting. If there is any mistake in RFP document regarding description, rates, units, taken in the schedule that will be rectified at any stage.

5 DISCIPLINARY ACTIONS:

5.1 The bidders enlisted by the MCC shall have to abide by all the Instructions of Enlistment authority and also by the terms and conditions of the Contract and the RFP document /bidding document. He shall have to execute the works satisfactorily as per specifications and standards, in time and as per laid down quality. The Enlistment authority /Chief Engineer, Municipal Corporation, Chandigarh shall have the right to demote a contractor to a lower class, suspend business with him for any period, debar him or remove his name from the approved list of contractors after issue of show cause notice and recording the findings after hearing him. The decision of the Chief Engineer shall be final and binding on the contractor. The following actions of the contractor shall, in general, make him liable to disciplinary actions :

i) Demotion to a lower class: The contractor shall be liable to demotion to a lower class, by the Enlistment Authority if he:

(a) fails to execute a contract or executes it unsatisfactorily or is proved to be responsible for constructional defects/ deficiencies; or

(b) no longer possess adequate equipment and machinery, technical personnel or financial resources; or

(c) is litigious by nature; or

(d) violates any important condition of contract; or

(e) is responsible for a conduct which may justify his demotion to a lower class; or

(f) any other reason which in view of the Enlistment Authority is adequate for his demotion to a lower class.

ii) Debarring/Suspension of business: The Enlistment Authority/Chief Engineer, Municipal Corporation, Chandigarh may debar/suspend business with the contractor enlisted with MCC / bidder for a period upto two (2) years in the following events after having received reports from more than one officer or at more than one occasion from individual officer of Municipal Corporation, Chandigarh:

(a) adverse report related to adverse performance;

(b) misbehavior, direct or indirect involvement in threatening departmental officer/ official;

(c) making false complaints, filing legal suites for frivolous reasons;

(d) hampering tender process or execution of contract;

(e) any act, omission or commission etc. damaging the reputation of the department or departmental officer/ official;

(f) having failed to take up the work after allotment on two occasions;

(g) any other complaint considered fit by the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh.

In addition to above the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh may also debar/suspend business with the

contractor in case the contractor fails to comply with the instructions/conditions of the bidding document which provide for debarment of the Contractor during the bidding process.

The decision taken shall be posted on the web site of Municipal Corporation, Chandigarh and Chandigarh Administration.

iii) Blacklisting/Removal from the approved list : The name of the contractor may be removed from the approved list of contractors, by the Commissioner, Municipal Corporation, Chandigarh, if he :

(a) has been involved in misappropriation of government monies; or

(b) is convicted for an offence involving corruption or any other serious act or conduct etc.; or

(c) has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or

(d) is proved to be responsible for constructional defects in more than one work; or

(e) has executed two or more works which were found to be substandard during the course of departmental enquiry against delinquent officials; or

(f) ceases to fulfill eligibility criteria based on which enlistment/revalidation was allowed; or

(g) persistently violates any important conditions of the contract; or

(h) fails to abide by the conditions of enlistment; or

(i) is found to have given false particulars/material concealment or suppression of facts or misrepresentation of facts at the time of enlistment or in the process of tendering; or

(j) has indulged in any type of corrupt, fraudulent, coercive, undesirable or restrictive practice in the tendering process; or

(k) advancing a claim on the basis of forged documents; or

(l) changes in constitution of the firm or individuals or changes the name of the firm/company without prior approval of the department or

(m) changes permanent address/business address without intimation to the department; or

(n) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or

(o) persistently violates the labour regulations and rules; or

(p) is involved in complaints of serious nature received from other departments which prima facie appear to be true; or

(q) default in settlement of tax dues like income tax, contract tax, VAT, octroi, duties, levies, labour cess etc.; or

(r) any other case or situation involving national security.

(s) Dishonest/fraudulent/sharp practices indulged in by the party concerned.

(t) Sale or supply of spurious or adulterated or prohibited drugs, food stuff or any such item involving the public health and public safety.

The Commissioner, Municipal Corporation, Chandigarh shall decide the case within one month of the issue of notice to the contractor after hearing the contractor, officers concerned of the Municipal Corporation,

Chandigarh and recording the decision in writing. If any of the charges are established, the Commissioner, Municipal Corporation, Chandigarh shall decide the period exceeding three years or in perpetuity depending on the extent, magnitude or culpability of conduct requires stern action. (Note: The removal of name of the contractor from approved list for a particular period, shall amount to black listing for the said period.)

iv) Appeal : Aggrieved by the order of the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh in any disciplinary action described above, an appeal may be preferred within 30 (thirty) days from the date of communication of such orders, to the next higher authority i.e. Commissioner, Municipal Corporation, Chandigarh/ Secretary Local Government, Chandigarh Administration. The Appellant Authority may, after hearing the appeal, confirm, vary or reverse the order appealed from and may pass such orders as may deem fit as per the merits of the case after giving an opportunity of being heard to the appellant, officer concerned of the department. The decision of the Appellate Authority shall be final and binding.

v) Notwithstanding anything above, the provision of any rules/orders issued separately towards disciplinary action by Municipal Corporation, Chandigarh shall be applicable for contractors.

vi) The policy on "POLICY ON BLACKLISTING, 2009" issued vide Finance Department, Chandigarh Administration Notification No. 1927-F& PO (3)-2009/1170 dated 27.02.2009 shall also be applicable in case of failure /default in meeting the contractual obligations.

APPENDIX-I

PRESCRIBED FORMATS

FORMAT - A

GENERAL INFORMATION OF THE INTENDING BIDDER

1. (a) Name :
- (b) Address:
2. Details of individual(s) who will serve as the point of contact / communication for Municipal Corporation, Chandigarh within the Company:
 - (a) Name:
 - (b) Designation:
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number
 - (f) Fax Number :
 - (g) E-Mail Address :

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

FORMAT- B

E-FORMAT FOR FINANCIAL PROPOSAL

FOR

“REFURBISHMENT OF EXISTING PUBLIC TOILETS, CONSTRUCTION OF NEW PUBLIC TOILETS AND OPERATION & MAINTENANCE OF ALL OLD & NEW PUBLIC TOILETS IN CHANDIGARH UNDER PPP MODE FOR 15 YEARS”

(To be submitted on–line only as per enclosed BOQ)

FORMAT-C

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Known 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 **“Refurbishment of existing Public Toilets, Construction of New Public Toilets And Operation & Maintenance of all Old & New Public Toilets in Chandigarh under PPP mode for 15 years.”** at Chandigarh, Union Territory, including signing and submission of all documents and providing information/responses to MCC, representing us in all matters before MCC, and generally dealing with MCC 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORMAT - D

AFFIDAVIT

I/weProprietor/..... of M/s.....having registered address at do hereby solemnly declare and affirm as under:-

That I/We have not been Black-Listed by any Govt. /Semi Govt./Board/Corporation/ Pvt. Organization during the last seven years.

b. That I/We am/are not Debarred/Suspended by any Govt. /Semi Govt./Board/Corporation/ Pvt. Organization as on the date of submission of e-tender/bid.

c. That no Criminal Proceeding is pending against me/our Company /Firm/Agency as on the date of submission of e-tender/bid.

d. That I/we undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in Municipal Corporation, Chandigarh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

(DEPONENT)

VERIFICATION: Verified on dated at that the above contents of Affidavit are true to best of my/our knowledge & belief and nothing has been concealed therein.

(DEPONENT)

NOTE: Affidavit should be of latest date. The Affidavit of date prior to three months from the date of publishing the tender shall not be considered for qualification of Technical Bid.

FORMAT -E

POWER OF ATTORNEY

(IN CASE OF JOINT VENTURE/ CONSORTIUM)

Know all men by these present that we, _____ and _____ (hereinafter collectively referred to "the consortium / joint venture") for execution of tender. Whereas the MCC has invited tenders from the interested parties for the project.

Whereas the members of the consortium / joint venture are interested in bidding for the work of _____ in accordance with the terms and conditions of the RFP/tender.

This Consortium / Joint Venture agreement is executed to undertake the work and role and responsibility of the firms as _____ .

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium / joint venture to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender _____ is the Lead Member of the Consortium.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____.

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of .

[Signature]

By the with named _____ through its duly constituted attorneys in the presence of _____

Notes:

For the purposes of Memorandum of Understanding and Power of Attorney:

- The agreements are to be executed by the all members in case of a Consortium.
- 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 and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

FORMAT-F
JOINT BIDDING AGREEMENT
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 2017.

AMONGST

{..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) The number of Parties will be shown here, as applicable, subject however to a maximum of three (Two).

WHEREAS

(A) Municipal Corporation, Chandigarh (MCC), represented by its Executive Engineer, Public Health Division No 4 and having its principal offices at Municipal Corporation Buliding, Sector 17, Chandigarh (hereinafter referred to as the “MCC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No. dated(the “RFP”) Request for Proposal for “Refurbishment of existing Public Toilets, construction of New Public Toilets and Operation and Maintenance of all old and new public toilets.”.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. CONSORTIUM:

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process .The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the

Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Consortium shall become effective;
(b) Party of the Second Part shall be -----

4. JOINT AND SEVERAL LIABILITY:

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

5. HOLDING IN THE CONSORTIUM:

5.1 The Parties agree that the proportion of holding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

5.2 The Parties undertake that they shall comply with all holding lock-in requirements set forth in the Concession Agreement. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the MCC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed Two;
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall hold a minimum stake of 51% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the prescribed format, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

(viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.

(ix) members of the Consortium shall enter into this Joint Bidding Agreement, (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

(a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;

(b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;

(c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement

(d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the MCC against any losses or third party claims arising due to the sub-contractor/consortium's default

(e) that the proposed roles and responsibilities, if any, of each member;

(f) the minimum holding commitment to be held by each member;

(g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the Consortium.

(h) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period, except as provided in this RFP document.

(i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement.

6. REPRESENTATION OF THE PARTIES

Each Party represents to the other Parties as of the date of this Agreement that: (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement; (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which

such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. TERMINATION

This Agreement shall be effective from the date thereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD/Bid Security by the MCC to the Bidder, as the case may be.

8. MISCELLANEOUS

8.1 This Joint Bidding Agreement shall be governed by laws of {India}.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the MCC.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of

SIGNED, SEALED AND DELIVERED

LEAD MEMBER by: SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____
2. _____

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FORMAT –G

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.

Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.

* We have agreed that (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Digital Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable.

APPENDIX-II

I Detailed Terms and conditions for Joint Venture/Consortium

1. A consortium agreement which specifies the exact members of the consortium, the format for which is supplied herewith.
2. Bidders are allowed to participate in the bidding through a consortium structure with a cap of two members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.
3. Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with MCC (Concessions Authority). The nomination of the Lead Member shall be supported by notarised copies of Memorandum of Understanding and Power of Attorney signed by all the members on Stamp paper of relevant value, the formats for which are supplied herewith.
4. The Consortium Agreement shall clearly specify the exact role and responsibility of each of the consortium members.
5. A firm cannot be a member of more than one bidding consortium. An individual firm applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this RFP.
6. Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.
7. Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Concession Agreement shall entitle MCC to reject the Bid in its sole discretion.
8. MCC reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Concession Agreement.
9. In case the Bidder is selected (in case of Consortium), all JV members are required to furnish a Deed of Guarantee towards JV as per the format approved by the MCC.
10. In case the Bidder is a Consortium, either the Lead Member or the other Member or jointly shall meet the technical capability criterion as stipulated in RFP. However, the Lead Member independently shall meet the financial capability criteria as stipulated in the RFP.
11. In case a joint venture company is established for the purpose of implementing the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% of such company and the Consortium Member other than Lead Member committing to hold a minimum equity stake equal to 26% of such company at all times during the Concession Period.
12. The relevant formats are attached at Schedule To
13. The Bidder should be legally competent to enter into a contract as per prevailing laws.

SECTION – II

CONCESSION AGREEMENT

(to be executed on non judicial stamp worth Rs. 100/-)

THIS CONCESSION AGREEMENT is entered into on this the _____ day of _____ 2017 at _____

AMONGST

Municipal Corporation, Chandigarh under _____ Act represented by the _____ and having its office at _____ (hereinafter referred to as the “**Concessioneing Authority**” or “**MCC**” 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 Refurbish, construct, Operate and Maintain Public toilets at various locations in Chandigarh through Public Private Participation (**‘the Project’**). The development, Operation and Maintenance of Public toilets shall be and is in the ownership of the Concessioneing Authority.

AND WHEREAS with an objective to seek private sector participation in the aforesaid 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 Bids/ 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 Highest Annual Concession Fee or the Minimum Grant for the right to successfully complete developmentof Public toilet 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 guarantee of Rs. 1 crore** (Rupees One Crore only) to the Concessions Authority and within 7 (seven) 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) Refurbish 243 Nos. of existing Public Toilets, as per Architectural Drawings and;
- (b) Construct 28 nos. of new Public Toilet Units as per the approved Architectural Drawings
- (c) Operate and Maintain all the New and Old 300 nos. of Public Toilets and
- (d) at the end of the Concession Period transfer back the Public Toilet Units and all the Movable as well as immovable 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. All the dues w.r.t water and electricity shall be cleared by the Concessionaire at the time of handing over the project sites to MCC.

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.

CLAUSE-1. DEFINITIONS AND INTERPRETATION

DEFINITIONS

In this Concession Agreement, unless repugnant to the context in which these words and expressions appear the words and expressions defined below shall have the meanings assigned to them: -

- i) **“Applicable Laws”** means all laws which are applicable to the Project and/or the Concessionaire extending to the Municipal Corporation, Chandigarh, having been enacted or brought into force by Government of India or Union Territory, Chandigarh including regulations and rules made thereunder, and judgements, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this Agreement.
- ii) **“Associates”** means in relation to either Party and/or a person who controls, is controlled by, or is under the common control with such Party. As used in this definition, the expression “control” means with respect to a person which is a corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such person, and with respect to a person which is not a corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.
- iii) **“Book Value”** shall mean the written down value in the audited books of the Concessionaire of a specific asset or class of asset in accordance with generally accepted accounting principles and applicable accounting standards.
- iv) **MCC- Executive Engineer, MC Public Health Division no.4, Chandigarh** or any authority appointed by the commissioner, Municipal Corporation, Chandigarh.
- v) **“Clearance”** means, as on the date of execution of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project.
- vi) **“Concession”** or **“Concession Agreement”** means and includes this signed Concession Agreement (including the Schedules of the Concession Agreement, the “Letter of Award” issued by MCC, the written clarification(s), addendums, amendments, etc. to the RFP Document issued subsequently to the Bidders and all other documents/papers attached as annexure/ appendix).
- vii) **“Concessionaire”** means the successful bidder with whom the **Concession Agreement has been signed by the MCC** [a Special Purpose Company incorporated by the Individual Successful Bidder under the Companies Act, 1956], having its registered office at -----
-and includes its successors/ successors in business and permitted assigns and substitutes.
- viii) **“Concessionaire's Representative”** means the Person appointed by Concessionaire.
- ix) **“Concession Period”** is the period of 15 (**Fifteen**) years for which this Concession is granted, commencing from the Compliance Date.
- x) **“Conditions Precedent”** means the conditions set out in **CLAUSE 4** hereof.
- xi) **“Compliance Date”** means the date of issuance of the Certificate of Compliance to the Concessing Authority or Concessionaire under **CLAUSE 4**.

- xii) **“Concession Agreement Completion Certificate”** means the certificate issued under **CLAUSE 11**, after the termination of this Concession Agreement.
- xiii) **“Change in Law”** means the occurrence of any of the following events after the Proposal Acceptance Date: -
 - a. Enactment of any new Law.
 - b. The repeal in whole or in part (unless re-enactment with the same effect) or modification of any existing Law.
 - c. The commencement of any Law, which has not yet entered into effect.
 - d. The change in interpretation or application of any Law by a Court of Record.
 - e. The imposition or requirement for a new statutory or regulatory approval or a modification in the terms and conditions on which a statutory or regulatory approval has already been obtained.
 - f. A fresh imposition of a tax or duty that was not in existence on the Proposal Acceptance Date. It is specially clarified that a change in the rate of a tax or duty etc. shall not be considered a Change in Law for the purpose of this CLAUSE if the tax or duty etc. itself was in existence on the Proposal Acceptance Date.

xv) **“Project Report”** means the project report including the drawings of each and every site, as submitted by the Concessionaire as per **CLAUSE 4** and on the basis of which the Concessionaire shall complete the development/Installation of the Public Toilet Unit.

xvi) **“Development”** means the Construction of the Public Toilets, as per the Architectural Drawings and in accordance with Schedule-V and all other provisions of the Concession Agreement (including the Schedules).

xvii) **“Directive”** means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified by the Concessioning Authority to the Concessionaire, and any modification, extension or replacement thereof from time to time in force.

xviii) **“Encumbrances”** means any 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 PTUs, physical encumbrances or encroachments on the PTUs where applicable herein.

xix) **“Equity”** means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost.

xx) **“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.

xxi) **“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.

xxii) **“Financing Package” or “Financing”** means 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.

xxiii) **“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence specified in the CLAUSE 16.

xxiv) **Public Toilet Units (PTU)** shall have the meaning as described in Schedule IV and to be developed as per Schedule-V.

xxv) ~~**“Independent Auditor/ Valuer”** shall have the meaning as described in Schedule VII.~~

xxvi) **“Implementation Completion Certificate”** means the certificate issued under CLAUSE 9.

xxvii) **“Implementation Period” or “Time for Completion of Implementation”** means 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 and all other applicable provisions of this Concession Agreement.

xxviii) **“Material Adverse Effect”** means 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.

xxix) **“Operation and Maintenance Period”** is the period commencing from the Operations Date and terminating at the Transfer Date.

xxx) **“Operations Date” or “Date of Issuance of Implementation Completion Certificate”** means the date on which the Concessions Authority issues an Implementation Completion Certificate for the Project Units and the Concessionaire commences the commercial operation for the PTUs.

xxxi) **“Party”** means any of the parties to this Concession Agreement.

xxxii) **“Performance guarantee”** means a Bank Guarantee for an amount of **Rs. 1 crore** (Rupees One Crore only) and shall be in the format as set out in Schedule-II, from a scheduled bank approved by the Concessions Authority.

xxxiii) **“Performance Standards”** means the standards to which the construction, installation & operation, maintenance and management of the Project must adhere and which the Concessionaire undertakes to meet.

xxxiv) **“Project”** means, subject to the provisions of this Concession Agreement, (i) Completion of the development, as per the Architectural Drawings and the provisions of the Concession Agreement; (ii) operation and maintenance, as per the terms and conditions of the Concession Agreement and approved Architectural drawings 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 Concessions Authority

at the end of the Concession Period or on prior termination of the Concession Agreement on Concessionaire/ Concessioneing Authority Event of Default or otherwise.

xxxv) **“Project Agreements”** means, collectively, this Concession Agreement, the Financing Documents, hire purchase agreements, Development Agreements, Implementation Agreements and Operation & Maintenance Agreements, in each case as amended, supplemented or otherwise modified from time to time.

xxxvi) **“Proposal Acceptance Date”** means the date of signing of this Concession Agreement.

xxxvii) **“Project Insurance”** means the insurance taken out by or on behalf of the Concessionaire pursuant to the provisions of this Concession Agreement.

xxxviii) **“Project Revenues”** means all sources of revenues, as specified in CLAUSE 22 of the Concession Agreement, accruing to the Concessionaire from the Project.

xiL) **“RFP”** means the Request for Proposal document issued by MCC, on behalf of the Concessioneing Authority. The terms **“RFP”** and **“Request for Proposal”** are synonymous with **“Tender Documents”** and **“Bidding Documents”**.

xL) **“Schedules”** mean the Schedules to this Concession Agreement.

Xli) **“Senior Lender”** means the financial institutions, funds and banks who have advanced or agreed to advance term loan to the Concessionaire under any of the Financing Documents for meeting all or part of the Total Project Cost.

Xlii) **“Statutory Auditors”** means an independent, recognized and reputable firm of the chartered accountants duly licensed to practice in India acting as the Independent statutory auditors of the Concessionaire under the provisions of Companies Act, 1956 including any statutory modification or re-enactment or replacement thereof, for the time being in force.

i) **“Substitute Entity”** means the entity defined in the Substitution Agreement.

ii) **“Substitution Agreement”** means the agreement set out in **Schedule-III**.

iii) **“Termination Date”** means the date on which this Concession Agreement terminates by efflux of time or by issuance of a Termination Notice.

iv) **“Termination Notice”** means the communication issued in accordance with this Concession Agreement by a Party to the other Party for terminating this Concession Agreement.

v) **“Termination Payment”** means the amount payable by the Concessioneing Authority to the Concessionaire upon the termination of this Concession Agreement.

vi) **“Third Party”** means any Person, real or judicial, or entity other than the Parties to this Concession Agreement.

vii) **“Total Project Cost”** means the lowest of the following:

a. Total Project Cost as set forth in the Financing Documents.

b. Actual Capital Cost of the Project upon completion of the Project as certified by Statutory Auditors.

c. The Total Cost of Project submitted by Concessionaire as part of its Conditions Precedent.

viii) **“Transfer Date”** means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms of the Concession Agreement.

ix) **“Users”** means Person(s) / tourists using the Public Toilet Units.

x) **“Variation”** means a modification, improvement or change in the Works, services, and facilities etc. to be carried out by the Concessionaire, such that the cost of implementing the modification, improvement or change can be recovered through a 30-day adjustment of the Concession Period.

xi) **“Works”** means the construction, installation, fitting, completion, testing and commissioning, operation and maintenance and rectifying or/and remedying of defects of/ within the Public toilet Units as the context may require, and all the appurtenances thereof, any other temporary or urgent works required under this Concession Agreement.

PRINCIPLES OF INTERPRETATION

In this Concession Agreement, unless the context otherwise requires:

a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such for modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

b. Reference to laws of Union Territory, Chandigarh, laws of India or Indian Laws or regulation having force of law shall include the laws, acts, ordinances, rules, regulations, guidelines or byelaws which have the force of law in Union Territory, Chandigarh;

c. The headings are for convenience and reference only and shall not be used in and shall not affect, the construction or interpretation of this Agreement;

d. Terms and words beginning with capital letters and defined in this Agreement including the Schedules;

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 Concession requires.

g. Any reference to day shall mean a reference to a calendar day;

h. Any reference to month shall mean a reference to a calendar month;

i. The Schedules of this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

j. 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 at the time of such reference;

k. References to recitals, CLAUSES, sub-CLAUSES or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, CLAUSES, sub-CLAUSES and Schedules of or to this Agreement;

l. 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 under the hands of duly authorised representative of such party, as the case may be, in this behalf and not otherwise;

m. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last

day of any period computed under this Agreement is not a business day, then the period shall run until the end of next business day.

n. The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

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).

Ambiguities within Agreement

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

- a. Between two CLAUSES or more of this Agreement, the provisions of specific CLAUSE relevant to the issue under the consideration shall prevail over those in other CLAUSES;
- b. Between the CLAUSES and the Schedules, the CLAUSES shall prevail, save and except as expressly provided in the CLAUSES or the Schedules;
- c. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- 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.

Priority of Documents

The documents forming this Concession Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Concessions Authority shall issue any necessary clarification or instruction to the Concessionaire, and the priority of the documents shall be as follows:

- i) This signed Concession Agreement (including its Schedules), along-with any Addendums issued to the RFP document dated _____;
- ii) Instructions to Bidders (ITB) (Section I of the RFP document dated _____), enclosed/ attached with this signed Concession Agreement; and
- iii) All other documents enclosed/ attached with this signed Concession Agreement.

CLAUSE–2 : SCOPE OF THE PROJECT

The Scope of the Project (the “SCOPE OF THE PROJECT”) shall mean and include during the Concession Period:

- a. Construction of 28 Nos. new Public toilet Units, as per the Architectural Drawings approved by the MCC Board/Committee and also, in accordance with the provisions of this Concession Agreement (including the Schedules).
- b. Refurbishment of 243 Nos. of Existing Public toilet Units in accordance with the provisions of this Concession Agreement and as per approved Architectural Drawings and the Schedules hereof.
- c. Operation and Maintenance of all 300nos. old and new Public Toilet Blocks for 15 years as per schedules hereof; *(243 nos. existing toilets + 29 nos. near completion in various green belts + 25 nos. new toilets to be constructed in green belts + 3 nos. new toilets to be constructed in markets).*
- d. Performance and fulfillment 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.
- e. No user charges shall be levied for the use of Public Toilets.
- f. The construction and renovation of toilet blocks shall be done as per the design & specifications mentioned in the Architectural drawings to the entire satisfaction of the MCC.
- g. Civil works shall be executed strictly as per CPWD specifications as well as CPWD works Manual with upto date amendments.
- h. Wherever CPWD specifications are not available, the relevant NBC/IS specifications with upto date amendments shall be followed.
- i. Nothing extra shall be paid in case of any change in design of the toilet blocks.
- j. Electricity and water charges will be paid by the bidder (Concessionaire) at its own cost to the concerned department.
- k. The advertisement will be displayed by the Concessionaire only after successful implementation of all the Toilet blocks together.
- l. **Advertisement Fees may not be considered while quoting the price bid as this project under PPP mode has been exempted from the purview of ‘The Chandigarh Advertisement Control Order 1954 by way of Notification No.17/1/13-UTFI(1)-2017/9846 dated 13.09.2017 issued by Chief Administrator, Union Territory, Chandigarh.**

It is clarified herewith that in addition to the above-stated “Scope of Work”, the Concessionaire shall be required to carry out any incidental 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 completing the development of the Project.

CLAUSE3: CONCESSION

Grant of Concession

Subject to and in accordance with the terms and conditions set forth in this Concession Agreement, the Concessioneing Authority hereby grants the **Concession Period of 15 years**, 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 CLAUSE 2 and the Schedules of this Concession Agreement;
- b. To construct, refurbish, operate, maintain and regulate the use by Third Parties of the Project (which should be clearly and unambiguously defined) during the Concession Period, if necessitated;
- 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, renovate, 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 relinquishes all his rights in such property in favour of Concessioneing Authority;
- 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 develop the same.
- 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 fulfill 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 furnishing of the Project and the Concessioneing Authority is no way 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 any 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.

k. Exercise such other rights as the Concessioneing Authority may determine as being necessary or desirable for the purposes incidental and necessary for constructing, refurbishing, 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. Nothing contained herein, including the act of granting permission to upgrade the Project at the designated area shall vest or create any proprietary interest in the Project or any part thereof including any construction or installation etc. installed in the structure of the Project in favour of the Concessionaire or any person claiming through or under the Concessionaire. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, create lien or otherwise encumber or deal with the Project in any manner. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

CONCESSION PERIOD

The Concession Period for **"the Project"** shall commence after the implementation period Compliance Date and shall extend for **a period of 15 years** from such date and during which the Concessionaire is authorized to operate & maintain the Project in accordance with the provisions thereof.

THE CONCESSIONAIRE SHALL NOT SUB-LET THE CONTRACT TO ANY OTHER AGENCY/ORGANIZATION. IF SUCH VIOLATION COMES TO THE NOTICE OF MCC, THE AGREEMENT SHALL BE CANCELLED APART FROM INITIATING OTHER APPROPRIATE ACTION AGAINST THE CONCESSIONAIRE.

IMPLEMENTATION PERIOD

3.4The **"Implementation Period"** or **"Time for Completion of Implementation"** shall be a **period of 6 (Six) months** starting from the date of signing of agreement by the Concessionaire and during which the Concessionaire shall be required to comply with the following obligations:

(i) Take all necessary/ mandatory clearances, permits etc. which are required for commencing the construction, installation of Public toilet Units (PTUs) so that all such conditions have been satisfied in full, and all such Clearances, Permits, etc. are in full force and effect.

(ii) Complete the work of the PTUs, as per the Architectural drawings and also, in accordance with the provisions laid down in the Schedule - I of this Concession Agreement.

(iii) Procure full insurance cover for the PTUs and provide the necessary information to the Concessioneing Authority.

However, it is being clarified here that the Concessionaire should not alter/change any civil structure including utilities of the PTUs as agreed and approved by the MCC during the Concession Period.

a. 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 CLAUSE 3.4, from the Compliance Date.

b. In the event that implementation completion is not achieved for any reason other than **Force Majeure** or reasons attributable to the Concessioneing Authority or any Competent Authority, the Concessionaire shall pay to the Concessioneing Authority damages for delay beyond the date of Implementation Completion to the extent of 0.10% of the Performance guarantee per day for every day of delay or part thereof until Implementation Completion is achieved.

In the event that completion does not occur within 90 (ninety) days from the due date of implementation period, the Concessioneing Authority shall be entitled to invoke the Performance guarantee and to terminate this Concession Agreement for a Concessionaire Event of Default in accordance with the provisions of CLAUSE 14 hereof. Provided that instead of terminating this Agreement, the Concessioneing Authority at its sole option extend the time for achieving implementation completion on such terms and conditions as it deems fit in its sole discretion.

CLAUSE 4: CONDITIONS PRECEDENT

Subject to the express terms to the contrary, 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 fulfillment of all the Conditions Precedent set out herein on or before the expiry of a period of 180 (One Hundred and Eighty 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.

Conditions Precedent for Concessioneing Authority

The Concessioneing Authority shall have:

a. Handed over to the Concessionaire the possession of the Proposed sites along with all Easement related Rights free from Encumbrances. This Conditions Precedent on the part of the Concessioneing Authority shall be fulfilled at the end, when all other Conditions Precedent of both the Parties are met/fulfilled or waived off. However, it is being clarified here that the Concessioneing Authority shall hand over the Proposed sites in "as is where is" basis to the Private Sector Player. The details of the same are available as per Schedule IV of the RFP.

b. Constituted a MCC Maintenance Board/committee, the constitution and function of which is specified in CLAUSE 19, for the approval of the Project Report of the PTUs to be furnished by the Concessionaire;

c. Through the MCC Maintenance Board/Committee, got approved or provided comments/ observations (if any) to the Project Report of the PTUs, as envisaged by the Concessionaire, within the Conditions Precedents period from the date of receipt of documents.

d. Carried out inspection (wherein the representatives of Concessioneing Authority, and Concessionaire shall be mandatorily present) of the PTUs and prepared a detailed report on land to be transferred, by the Concessioneing Authority, to the Concessionaire for the development of the Project. *It is being clarified here that the land shall be checked, verified*

and signed by all the three parties and shall be considered as final. The copies of the same shall be kept by the Concessing Authority, and Concessionaire.

e. Issued government orders or gazette notifications as necessary for implementing the Project.

Conditions Precedent for Concessionaire

The Concessionaire shall have to:

a. Submit the Total Project Cost to the Concessing Authority for perusal;

b. Achieved Financial Close and delivered complete Financial Package to the Concessing Authority that Financial Close has been accomplished.

c. Provided an undertaking that all of the Representations and Warranties of the Concessionaire set forth in CLAUSE 17 are true and correct as on date of this Agreement and as on the Compliance Date and thereafter;

d. Provided the Concessing Authority copies (certified as true copies by an authorized officer of the Concessionaire) of its constitutional documents of the Concessionaire;

e. Provided the Concessing Authority (certified as true by the Director of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorizing the execution, delivery and performance of this Agreement by the Concessionaire; Provided that upon request in writing by the Concessionaire, in consultation with Confirming Authority, may, at its sole discretion and in writing, waive fully or partially any or all the Conditions Precedent set forth herein.

Obligations to satisfy Condition Precedents

a. Each Party hereto shall use all reasonable endeavors at its cost and expense to procure the satisfaction in full of its respective Conditions Precedent 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 (the "Certificate of Compliance").

c. The later of the date of issue of Certificate of Compliance to the Concessionaire or the Concessing Authority shall be the Compliance Date, whereupon the obligations of the Parties under this Concession Agreement shall commence and whereon the Concessing Authority shall issue the Notice to Commence to the Concessionaire. However, it is being clarified here that any work of whatever nature, which the Concessionaire elects to carryout 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 provided.

NON-FULFILLMENT OF CONDITIONS PRECEDENT

a. In the event that any of the Conditions Precedents relating to the Concessionaire have not been fulfilled within 60 (Sixty) days of the signing of this Agreement and also, the Concessions Authority, has not waived them fully or partially, 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 in any manner what-so-ever to the Concessionaire or persons claiming through or under it.

b. In the event that the Concessionaire has fulfilled its Conditions Precedent and Concessions Authority has not procured fulfilment of any or all of the Condition Precedents set forth herein within the period specified in respect thereof, the Concessions Authority shall not be liable to pay any damages to the Concessionaire. Accordingly, the condition Precedent period will be mutually extended. The Concessions Authority shall be liable to return, to the Concessionaire, the Performance guarantee submitted before the signing of the Concession Agreement if the mutually extended time is over and agreement is terminated.

c. In the event the Concessions Authority has terminated this Agreement under CLAUSE 4.4 (a) due to non-fulfilment of Conditions Precedent by the Concessionaire, the Concessions Authority shall not be liable in any manner what-so-ever to the Concessionaire or its contractors, agents and employees. In addition to this, the Concessions Authority shall forfeit the Performance guarantee submitted before the signing of the Concession Agreement, by the Concessionaire.

d. Instead of terminating this Agreement as provided in paragraph (a) above or as the case may be, the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement.

CLAUSE 5: COMMERCIAL CONSIDERATION

PERFORMANCE GUARANTEE :

a. The Concessionaire shall ensure that for the entire Concession Period, it will maintain a Performance guarantee as specified in Schedule- II.

b. The Performance guarantee shall be in the form of a Bank Guarantee from a scheduled bank or a financial institution approved by the Concessions Authority, payable at Chandigarh.

c. Upon occurrence of a Concessionaire Event of Default, the Concessions Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate relevant amounts from the Performance guarantee as damages. Upon such encashment and appropriation from the Performance guarantee, the Concessionaire shall, within 15 (thirty) days replenish, in case of partial appropriation, to its original level the Performance guarantee and in case of appropriation of entire Performance guarantee to provide a fresh Performance guarantee and the Concessionaire shall, within the time so granted replenish or furnish to the Concessions Authority a fresh Performance guarantee as aforesaid, failing which the Concessions Authority shall be entitled to terminate this Agreement.

CLAUSE 6: OBLIGATIONS OF THE CONCESSIONING AUTHORITY DURING IMPLEMENTATION PERIOD

GENERAL OBLIGATIONS :

It shall be the Concessioning Authority obligation to ensure that the following are made available or executed by the Concessioning Authority:

a. All litigation involving the Project, prior to the date of issue of Notice to Commence and wherein the actions have been filed against the Concessioning Authority, the same shall be contested and conducted solely by the Concessioning Authority. The Concessionaire shall be in no way held responsible or liable as a reason thereof. The Concessioning Authority shall indemnify the Concessionaire and shall hold it free of any claim or consequent cost that may arise as a result of any such litigation.

b. Any liability arising out of in providing the Proposed Sites free of Encumbrances shall be borne solely by the Concessioning Authority. The Concessioning Authority shall indemnify the Concessionaire and shall hold it harmless from any claim or consequential cost that may arise as a result of any such transfer of the PTUs / Project.

c. The Concessioning Authority shall bear and be responsible for all costs, expense or charges incurred in making available the Project Site in accordance with CLAUSE 4, including any compensation required to be paid for acquisition of such Project site. Further, the Concessioning Authority shall hold Concessionaire harmless from all costs, expenses or charges incurred in relocating, rehabilitating or resettling Persons in connection with making available the possession of the PTUs development free from all Encumbrances to the Concessionaire.

d. The Concessioning Authority shall ensure that from the date of the Notice to Commence and till the completion of the Concession Period, the Concessionaire has access to the Project site for the purpose of carrying out the Concessionaire's obligations under this Concession Agreement.

e. The Concessioning Authority shall have the right to appoint an expert, in any relevant field, at any time during the subsistence of this Concession Agreement. The expert, as appointed by the Concessioning Authority, shall be responsible to check, verify and authenticate the development carried out by the Concessionaire.

CLAUSE 7: OBLIGATIONS OF THE CONCESSIONAIRE DURING IMPLEMENTATION PERIOD

GENERAL OBLIGATIONS :

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

i) Obtain any and 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, Report of all internal and external estate services/ facilities etc. of the entire Project to the Concessioneing Authority;
- iv) Carry out the Works strictly in accordance with the Project Report approved by the MCC, provisions of this Concession Agreement and the Schedules of this Concession Agreement, and all works not mentioned in this Concession Agreement but which may be inferred to be necessary for safe, reliable and efficient implementation and operation of the Project;
- v) Undertake to achieve completion not later than 6 (Six) months from the Compliance Date, *provided* that the Concessionaire shall not be in breach of this CLAUSE 7 if any non-fulfilment or the delay in fulfilment of its obligation are caused by (i) the occurrence of an event of Force Majeure or (ii) a Concessioneing Authority Event of Default or any other act or omission of the Concessioneing Authority in contravention of its obligations under this Concession;
- vi) Be responsible from the date of issue of "Notice to Commence" for all liabilities arising out of implementation, operation and maintenance of the Project. The Concessionaire shall plan, organize and execute the works so that there is least disruption to the movement on adjoining areas. The Concessioneing Authority and shall assist the Concessionaire in all respects with reference to such works, but the assistance or denial thereof shall not release the Concessionaire from its obligations.
- vii) To be responsible for safety, soundness and durability of the Project, including other services forming part thereof and their compliance with the local bye-laws.
- viii) To ensure that no damages is caused to the all existing infrastructure etctthrough activities or any of its agents, contractors etc.
- ix) To install full safety measures at proposed site while development and after development.
- x) The Construction shall not obstruct traffic, pedestrian movement, and should not cause bottleneck in the area.
- xi) To ensure that the PTUs construction should not create unsecure public spaces in or around it causing safety concern.
- xii) 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.
- xiii) 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.
- xiv) To take all reasonable precautions for the prevention of accidents on or about the PTUs and provide all reasonable assistance and emergency medical aid to accident victims.
- xv) To ensure the proof checking process whenever the concessioner completes his schedule of events as per approved Project Report.
- xvi) Labour: 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 CLAUSE. 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 Concessioneing Authority.
- xvii) Shall be solely and primarily responsible to Concessioneing Authority for observance of all the provisions of this Concession Agreement on behalf of the Concessionaire, its

employees and representatives or any person acting under or for and on behalf of the Concessionaire as fully as if they were the acts or defaults of the Concessionaire.

xviii) Shall be liable for and shall indemnify, protect, defend and hold harmless Concessioning Authority, Concessioning Authority's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of the failure of the Concessionaire to discharge its obligations under this Concession Agreement and to comply with the provisions of Applicable Laws and Applicable Permits.

xix) The Concessionaire shall acknowledge and recognise that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.

xx).The advertisement not of good public morals & taste shall not be displayed. Moreover, no political advertisement shall be displayed.

xxi) The Concessionaire shall ensure to pay all the electricity and water charges at its own cost in a timely manner.

xxii). The advertisement shall only be displayed on successful implementation period of all Toilet blocks.

xxiii) In case of any Dispute, the Commissioner, Municipal Corporation will be the sole arbitrator.

CLAUSE 7A: 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 hereunder of the other Party;

b. Agree to notation and modification of the Concession Agreement upon appointment of the Substitute Entity by Senior Lender in accordance with the Substitution Agreement that will be executed amongst the Senior Lenders, the Concessionaire, the Concessioning Authority;

c. Carry out their respective obligations during the Implementation Period and Operation & Maintenance Period.

CLAUSE 8: INTENTIONALLY LEFT BLANK

CLAUSE 9: COMPLETION OF IMPLEMENTATION

9.1 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 signed by the Concessions Authority.

b. The Implementation Completion Certificate shall be given by the Concessions Authority within 20 (twenty) days after:

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 all the works, as specified by the MCC, Concessions Authority 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.

c. The Concessions Authority would be required to issue the "Implementation Completion Certificate" after the Implementation has been completed in all respect and is ready to use. However, the required documents as stated in CLAUSE 9.1 (b) shall be submitted by the Concessionaire.

d. In pursuance to the issue of the Implementation Completion Certificate, the Concessionaire shall comply with all the obligations, wherein mentioned in the Concession Agreement, required to be met before and after the issuance of the Implementation Completion Certificate.

9.2 Implementation Completion Certificate not a Cessation of Liability

The issuance of the Implementation Completion Certificate under this CLAUSE 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.

But it shall be a milestone for reckoning the commencement of operations of the Project.

Rectification:

If the Concessionaire is obliged to carry out adjustments, repairs, replacements or modifications after completion of Implementation to maintain the Works, etc. the Concessions Authority shall permit the Concessionaire to carry out all such adjustments, repairs, replacements or modifications as may be necessary. If the adjustment, repair,

replacement or modification cannot be made without stopping the operations, then such request shall only be granted if the Concessionaire's request is reasonable under all the circumstances, having regard to the Concessioning Authority's obligations to keep the operation of the Project open during all hours of the day.

CLAUSE 10: OPERATIONS AND MAINTENANCE PERIOD

10.1 Commencement and Duration

The Operation and Maintenance Period of the Project shall commence from the date of issuance of Implementation Completion Certificate and terminate at the Transfer Date.

10.2 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 for its users. The supply shall be arranged by concessionaire. MCC may provide all assistance in getting various clearances from govt. agencies. Laying of water line/ connection / payment of water consumption 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. MCC may provide all assistance in getting various clearances from govt. agencies. Laying of electric cables / connection / payment of electricity consumption charges shall be the responsibility of the concessionaire.

d. **Sewerage Connections:** The Concessionaire shall arrange the Sewerage connection for PTUs and lay the line at his own cost for connection. MCC may however provide all assistance in getting necessary permissions from the authorities. In case the sewerage line is not existing nearby the PTU, then the Concessionaire will have to construct Septic tank or bio-digester of the required capacity shall be provided to the entire satisfaction of the Concessioning Authority. The bio-digester wherever required to be installed should be of the design approved by the DRDO, Ministry of Defence, GOI.

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

f. **Cleaning of PTUs and Information Panels:** The Concessionaire shall ensure cleaning of the PTUs and its surroundings upto 5 mtrs. The Information panels as per the cleaning schedule provided by the MCC. 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 toilet 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 all the times by the concessionaire.

g. Waste Disposal: The Concessionaire shall install dustbins/litterbins as specified near the PTUs and disposal of the collected waste shall be the responsibility of the Concessionaire. The solid waste (including menstrual waste) collected in the toilets or within 5 meters (10 mtr. In case of green belt toilets) around it shall be regularly removed and disposed in proper manner as per Municipal Solid Waste 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 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 the users.

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 equipment, 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 the public toilet blocks shall be kept open and operational between 05:00 AM to 11:00 PM every day. **The Timings for public toilet blocks in sector 22, 29, 47 etc. shall be as per public convenience and may be operational from 04.00 AM onwards**, however, the directions of Engineer-in-charge (EIC) for operational hours of PTs shall be final and binding upon the Concessionaire during the Concession Period without any extra charges to the MCC.

o. CHARGES: No user charges are to be kept as the PTU facilities shall be free of cost for all users. In case of violation by the operational staff of the concessionaire then the MCC shall penalize the concessionaire.

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.

CLAUSE 11: Concession Agreement Completion Certificate

a. Within 90 (ninety) days of the end of the Concession Period, both the Concessions Authority shall issue the "Concession Agreement Completion Certificate", which concludes the Concessionaire's liability under this Concession Agreement. This certificate shall be issued after the Concessionaire submits to Concessions Authority, a request for issue of such certificate. The form shall be as approved by Concessions 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 Concessions Authority or brought in by the Concessionaire) present within the PTUs. The detailed inventory shall be submitted to the Concessions Authority within 15 days of the expiry of the Concession Period.

c. The Performance guarantee furnished by the Concessionaire shall be released only after the issuance of the Concession Agreement Completion Certificate.

CLAUSE 12: Representations and Warranties

Representations and Warranties of the Concessions Authority

The Concessions Authority represents and warrants to the Concessionaire that:

(i) The Concessions Authority has full power and authority to execute, deliver and perform its obligations under this Concession Agreement and to carry out the transactions contemplated hereby;

(ii) The Concessions 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 against the Concessions Authority in accordance with the terms hereof;

(iv) The Concessions Authority is subject to civil and commercial laws of India with respect to this Concession and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in regard to matters set forth in this Concession Agreement;

(v) All information provided by the Concessions Authority in the RFP document in connection with the Project is to the best of its knowledge and true and accurate in all material respects; and

(vi) The Concessing Authority has the financial standing and capacity to perform its obligations under the Concession Agreement.

Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Concessing Authority that:

i) It is duly organised, 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 and to carry out the transactions contemplated hereby;

iii) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise 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 is, and shall be, true and correct as on the Proposal Acceptance Date & throughout the Concession Period/ subsistence of the Concession Agreement and the Balance Sheet and Profit and Loss Account of the Concessionaire for each of the Financial Years after the Proposal Acceptance Date furnished to the Concessing Authority shall give true and fair view of the affairs of the Concessionaire. If in case any false or misleading information, as furnished by the Concessionaire (as a Bidder) in its Bid/Proposal, is found at a later stage after the signing of the Concession Agreement, it shall entitle Concessing Authority to terminate the said signed Concession Agreement between the Parties. The costs and risks for such termination shall be entirely borne by the Concessionaire.

viii) It shall furnish 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 and any material change subsequent to the date of such accounts shall be notified to the Concessing Authority by the Concessionaire within 30 (thirty) 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 conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and CLAUSES of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

x) The Concessionaire has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Competent Authority which may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Concession Agreement;

xi) The Concessionaire has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Concession Agreement;

~~xii) The aggregate equity share holding of the Associates in the issued and paid up equity share capital of the Concessionaire are in accordance with the requirements stipulated in CLAUSE 8.2;~~

xiv) All rights and interests of the Concessionaire in the Project shall pass to and vest in the Concessions Authority on the Transfer Date free and clear of all liens, claims, and encumbrances without any further act or deed on the part of the Concessionaire or the Concessions Authority and that none of Assets including materials, supplies or equipment forming part thereof shall be acquired by the Concessionaire subject to any agreement under which a security interest or other lien or encumbrance is retained by any person save and except as expressly provided in this Concession Agreement;

xv) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Concessions 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

xvi) 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 Concessions Authority.

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 promptly notify Concessions Authority of the same.

CLAUSE 13: VARIATIONS

Adjustment of the Concession Period

a. The Concession Period shall not be adjusted for changes in the cost of labour, materials or other matters. The Concession Period shall only be adjusted as expressly and explicitly stated in the CLAUSES to this Concession Agreement and there shall be no other implied adjustments for any other reasons what-so-ever.

b. Subject to the Change in Law, the Concessionaire shall pay all applicable taxes, duties, levies, as per the Applicable Laws.

c. If the Concessionaire suffers (or will suffer) delays or incurs (or will incur) additional costs or loss in revenue resulting from such Changes in Law, made after the Proposal Acceptance Date, the Concessionaire shall give notice to the Concessions Authority. After receipt of such notice Concessions Authority shall proceed to agree or determine any adjustment to the Concession Period to which the Concessionaire is entitled, and shall notify the Concessionaire accordingly. The Concession Period shall be adjusted taking into account any

increase or decrease in the costs resulting from Changes in Law specifically in relation to the Project, made after the Proposal Acceptance Date.

d. The guiding principle in the operation of this CLAUSE shall be so as to place the Concessionaire in subsequently the same legal, commercial and financial position as it was prior to such Change in Law.

CLAUSE 14: TERMINATION FOR DEFAULT

14.1 The Concessing Authority Events of Default

Each of the following events or circumstances, to the extent not caused by a default of the Concessionaire or Force Majeure, and if not cured within the Cure Period, which shall be 60 (sixty) days (unless provided otherwise in this Concession Agreement), from the date of notice of default (the "Default Notice") from the Concessionaire, shall be considered for the purpose of this Agreement as events of default of the Concessing Authority ("the Concessing Authority Event of Default"):

- i) The Concessing Authority is in breach of its obligations under this Concession Agreement, which has a Material Adverse Effect upon the Concessionaire or the Project and this breach is not cured within a Cure Period of 90 days from the date of Default Notice.
- ii) The Concessing Authority is in breach of any representation or warranty made under this Agreement or it repudiates this Concession Agreement.
- iii) Union Territory, Chandigarh or any Competent Authority have by an act of commission or omission created circumstance that has a Material Adverse Effect on the Concessionaire, and the Concessing Authority has failed to compensate the Concessionaire for the same through an adjustment to the Concession Period.

14.2 Termination by Concessionaire

Without prejudice to any right or remedy, which the Concessionaire may have under this Agreement, upon occurrence of a Concessing Authority Event of Default, the Concessionaire shall be entitled to issue a Termination Notice to the Concessing Authority. The Termination Notice shall grant the Concessing Authority a further period of 30 (thirty) days (the "Termination Period") to make a representation, and if, during the Termination Period the Concessing Authority takes suitable steps to remedy the situation, the Concessionaire shall be entitled to withdraw the Termination Notice. If the Termination Notice is not withdrawn within the Termination Period, this Concession Agreement will automatically terminate on the expiry of the Termination Period.

14.3 Concessionaire Event of Default

Each of the following events or circumstances, to the extent not caused by a default of the Concessing Authority or Force Majeure, and if not cured within the "Cure Period" which shall be 60 (sixty) days from the date of notice of default (the "Default Notice") from the Concessing Authority, shall be considered for the purpose of this Agreement as Events of Default of the Concessionaire ("Concessionaire Events of Default"):

- i) The Concessionaire is in breach of its obligations under this Concession Agreement, which has a Material Adverse Effect upon the Concessing 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.
- iv) The Concessionaire abandons the Project or any of its material obligations as provided under this Agreement.
- v) The Concessionaire fails to maintain Performance guarantee under CLAUSE 5 or any replenishment or furnishing of fresh Performance guarantee in the event of partial appropriation by the Concessioneing Authority.
- vi) The Concessionaire does not comply with its Minimum Equity requirements under CLAUSE 7.
- vii) The Concessionaire fails to achieve Financial Close within the stipulated time period of 120 days from the Proposal Acceptance Date, unless expressly extended by the Concessioneing 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 Agreements 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 Concessioneing 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 if a trustee or receiver is appointed for the Concessionaire or for any of its property that has a material bearing on the Project;
- xii) Any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by court, except 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 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 the 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 as that 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.

14.4 Termination by Concessing Authority.

Without prejudice to any other right or remedies which the Concessing Authority may have under this Agreement, upon occurrence of a Concessionaire Event of Default, the Concessing Authority shall be entitled to terminate this Agreement by following the procedure set forth hereinafter:

a. The Concessing Authority shall be entitled to issue a Termination Notice to the Concessionaire. The Termination Notice shall grant the Concessionaire 15 (fifteen) days (the "Termination Period") to make a representation, and if, during the Termination Period the Concessionaire takes suitable steps to remedy the default/ situation, the Concessing Authority shall be entitled to withdraw the Termination Notice.

b. If the Termination Notice is not withdrawn within the Termination Period, the Concessing Authority shall send a copy of the Termination Notice to the Senior Lender, thereby granting the Senior Lender a 30 (thirty) day "Suspension Period" in accordance with the terms of the Substitution Agreement. During the Suspension Period, the Senior Lender may exercise its Step-In Rights in accordance the Substitution Agreement such that the Senior Lender may nominate an 'Additional Obligor'. In the Step-In Period, the Senior Lender may procure that the default stated in the Termination Notice is cured, and upon the curing of the default, the Concessing Authority shall withdraw its Termination Notice and grant permission to the Concessionaire to resume its work under the Concession Agreement.

c. The Suspension Period may be extended up to a maximum of 180 (One hundred and eighty) days at the request of the Senior Lender

d. During the Suspension Period the Senior Lender may request the Concessing Authority to replace the Concessionaire with a "Substitute" named by the Senior Lender, who shall be a Person capable of discharging the roles and responsibilities of the Concessionaire under the Concession. Upon receipt of such a request the rights and obligations of the Concessionaire under the Concession Agreement shall be assigned to the substitute, who shall step into the shoes of the Concessionaire from the date of the assignment.

e. If, upon receipt of a copy of the Termination Notice, the Senior Lender fails to exercise its rights under this CLAUSE 21.4 and procure that either:-

(i) The Concessionaire Event of Default is cured within the Suspension Period, or

(ii) The Concession is assigned under CLAUSE 14.4 (d) to a Substitute Entity capable of discharging the roles and responsibilities of the Concessionaire,

The Concessing Authority shall be entitled to terminate this Concession Agreement with no liability of the Concessionaire or the Senior Lender, save and except as provided in CLAUSE 15 hereof.

CLAUSE 15: CONSEQUENCES OF TERMINATION

15.1 Termination Payment for Termination by Concessionaire

a. Upon Termination by the Concessionaire on account of the Concessing Authority Event of Default under CLAUSES 14.1 and 14.2, the Concessionaire shall be entitled to the refund of the Performance guarantee and receive from the Concessing Authority by the way of Termination Payment a sum equal to the Fair Market Value (net of Movable Assets) of the Project brought in by the Concessionaire during the subsistence of this Concessionaire Agreement, as determined by the Independent Auditor/ Valuer. The Concessing Authority shall have the discretionary right to get the same verified by the Independent

Auditor. In addition to this, the Performance guarantee shall be refunded back to the Concessionaire. The Concessionaire shall also pay any balance (outstanding) up-to-date, payable by the Concessionaire to the Concessing Authority.

b. All payments due to the Concessionaire as calculated under CLAUSE 15.1a shall be made within 30 (thirty) days of termination of the Concession Agreement.

15.2 Termination Payment for Termination by Concessing Authority

a. Upon Termination by the Concessing Authority on account of the Concessionaire Event of Default, during the Operations & Maintenance Period, in accordance with the provisions of CLAUSES 14.3 & 14.4, the Concessionaire shall peacefully hand over the possession of site with the facility in working condition and the Performance guarantee shall be forfeited by the Concessing Authority.

b. However, if the Termination by the Concessing Authority on account of the Concessionaire Event of Default is during the Implementation Period then the Concessionaire shall not be entitled for any Termination Payments. However, the Performance guarantee shall be forfeited by the Concessing Authority.

15.3 Other rights and obligations upon Termination

a. Upon Termination of this Agreement, the Concessing Authority shall:-

- (i) Take possession and control of the Project forthwith;
- (ii) Take possession and control of the Assets
- (iii) Require the Concessionaire to comply with the provisions relating to the Transfer of Project under CLAUSE 23; and

b. Upon Termination of this Agreement it shall be the responsibility of the Concessionaire to do the following:-

- (i) Hand over the works to the Concessing Authority in accordance with the provisions laid down under CLAUSE 23.
- (ii) Provide all relevant data, Project Reports and drawings, records and information accedes to all reasonable requests from the Concessing Authority in connection with taking over the Project.
- (iii) Cease all further Works, except for such essential Works as may be necessary and as instructed by Concessing Authority, for the purpose of making safe, protecting or continuing operations on the Project.
- (iv) Repatriate all its staff and labour from the PTUs except for such essential equipment,
- (vi) Co-operate with the Concessing Authority and the Substitute Entity nominated by the Senior Lenders and comply with all reasonable requests thereof, including the execution of any documents and other actions, provided the Concessing Authority bears any reasonable Costs incurred by the Concessionaire relating thereto.

CLAUSE 16: FORCE MAJEURE

16.1 Force Majeure Event

In this Concession Agreement, "Force Majeure" means an event occurrence in India of any or all of the Non-Political Force Majeure Event, Indirect Political Force Majeure Event and Political Force Majeure Event described in CLAUSES 16.2, 16.3 and 16.4 respectively hereinafter which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Concession Agreement and which act or event:-

(i) Is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder;

(ii) The Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care and

(iii) Has a Materially Adverse Effect on the Project.

16.2 Non-Political Force Majeure Events

For the purposes of CLAUSE 16.1, Non-Political Force Majeure Events shall mean one or more of the following acts or events:

(i) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, extreme adverse weather or environmental conditions, lightning, earthquakes, heavy rains, cyclones, tempest, whirlwind, landslides, storms, floods, volcanic eruptions or fire;

(ii) Radioactive contamination or ionising radiation;

(iii) Strikes or boycotts (other than those involving the Concessionaire, Contractors, or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in CLAUSE 16.3;

(iv) 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;

(v) Any other event or circumstance of a nature analogous to the foregoing, to the extent that insurance is available at a reasonable cost to cover the occurrence of any of the natural events. The Concessionaire will ensure that it has insured itself against such risks.

16.3 Indirect Political Force Majeure Event:

For the purposes of CLAUSE 16.1, Indirect Political Force Majeure Events shall mean one or more of the following acts or events by or on account of the Concessions Authority, Union Territory, Chandigarh or any other Competent Authority:

(i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, rebellion, riot, religious strife, bombs or civil commotion, sabotage, terrorism which prevents collection of Commercial Charges by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;

(ii) Industry wide or state wide or nationwide strikes or industrial action for a period exceeding a continuous period of 7(seven) days in an Accounting Year; or

(iii) Any public agitation which prevents collection of Commercial Charges by the Concessionaire for a period exceeding a continuous of 7 (seven) days in an Accounting Year.

16.4 Political Force Majeure Event:

For the purposes of CLAUSE 16.1, Political Force Majeure Events shall mean one or more of the following acts or events by or on account of the Concessions Authority, Union territory, Chandigarh, Government of India or any other Competent Authority:

- (i) Expropriation or compulsory confiscation, by any Competent Authority of any Assets or rights of the Concessionaire or of the Contractors; or
- (ii) Any unlawful or unauthorised or without jurisdiction, revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of the Contractors to perform their respective obligations under the Project Agreements (other than a consent, the obtaining of which is a condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any contractor's inability or failure to comply with any condition relating to the grant, maintenance or renewal of such consents or permits.

16.5 Exceptions Applicable to the Concessionaire:

The Concessionaire shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this Concession Agreement other than the circumstances resulting from an event of Force Majeure:-

- (i) Delay in performance by the Concessionaire, Subcontractor(s), agents and employees of the Concessionaire; or
- (ii) Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Project.

16.6 Exceptions Applicable to the Concessions Authority:

The Concessions Authority shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this Concession Agreement:

- a) the expropriation, confiscation, nationalisation or requisition of the Project, Assets by the Concessions Authority;
- b) the imposition of any blockade, embargo, import restrictions, rationing or allocation by the Concessions Authority or any Competent Authority; or
- c) any delay or difficulty in handing over the PTUs as a result of any intervention or directive of the Concessions Authority or any Competent Authority.

16.7 Effect of Force Majeure before the issue of Notice to Commence:

Upon occurrence of any Force Majeure Event prior to the issuance of the Notice to Commence, the following shall apply:

- (i) There shall be no Termination except as provided in CLAUSE 16.10.
- (ii) The Compliance Date shall be extended by the period of which such Force Majeure event shall subsist and
- (iii) The Parties shall bear their respective costs arising out of such Force Majeure Event.

16.8 Effect of Force Majeure after Compliance Date:

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

- (i) There shall be no Termination of this Concession Agreement except as provided in CLAUSE 16.10.
- (ii) Where the Force Majeure Event occurs before the issue of Implementation Completion Certificate or Provisional Certificate, the dates set forth in the Design Documents and the

Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;

(iii) Where the Force Majeure Event occurs after the issuance of Implementation Completion Certificate , the Concessionaire shall make all reasonable efforts to collect Project Revenues, but if he is unable to collect Project Revenues during the subsistence of such Force Majeure Event, the Concession Period shall be extended by the period for which collection of Fees remains suspended on account thereof and

(iv) All cost arising out or concerning such Force Majeure Event shall be borne in accordance with provisions of CLAUSE 16.9.

16.9 Allocation of costs during the subsistence of Force Majeure:

Upon occurrence of a Force Majeure Event after Compliance Date, the cost arising out of such event shall be allocated as follows:

(i) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;

(ii) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the Force Majeure Costs) shall be borne by the Concessionaire to the extent of Insurance Cover, and to the extent Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by the Concessions Authority to the Concessionaire within 120 (one hundred and twenty) days from the date of receipt of Concessionaire's claim therefore;

(iii) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the Concessions Authority to the Concessionaire in one lump sum not later than 120 (one hundred and twenty) days after the end of the Force Majeure Event and receipt of notice by the Concessions Authority to that effect.

16.10 Termination Notice

If the Force Majeure Event subsists for a period of 270 (two hundred seventy) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Concession Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner what-so-ever, save and except as per the provisions of in CLAUSE 16.11.

16.11 Termination Payments for Force Majeure Events

Upon Termination of this Concession Agreement pursuant to CLAUSE 16.10, Termination Payment to the Concessionaire shall be made in accordance with the following:

(i) If the Termination is on account of Non Political Event, the Concessionaire shall be entitled to receive and appropriate, from the Concessions Authority by way of Termination Payment, the proceeds of any amounts under insurance policies. Performance guarantee, if subsisting, shall be released.

(ii) If the Termination of this Concession is on account of an Indirect Political Event, the Concessionaire shall be entitled to receive, from the Concessions Authority, a sum equal to 100% of the Book Value (net of depreciation) of the assets brought in by the Concessionaire during the subsistence of this Concession Agreement, as per Audited Annual

Financial Statements. The Concessing Authority shall have the discretionary right to get the same verified by the Independent Auditor.

(iii) If the Termination of this Concession is on account of a Political Event, the Concessionaire shall be entitled to receive Book Value of the assets brought in by the Concessionaire during the subsistence of this Concessionaire Agreement, as per Audited Annual Financial Statements and refund of Performance guarantee. The Concessing Authority shall have the discretionary right to get the same verified by the Independent Auditor.

16.12 Termination Payments

The Termination Payments pursuant to the CLAUSE 16.11 shall become due and payable to the Concessionaire by the Concessing Authority upon actual or constructive transfer of the Assets by the Concessionaire to the Concessing Authority free from all Encumbrances, charges and liens what-so-ever, unless expressly directed by the Concessing Authority otherwise.

16.13 Mode of Payments

Payments of compensation and costs by the Concessing Authority pursuant to this CLAUSE 16 shall constitute valid discharge of the Concessing Authority's obligations for Termination Payments hereunder

16.14 Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution procedure as under CLAUSE 17, provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon Party claiming relief and/or excuse on the account of such Force Majeure Event.

16.15 Liability for other losses, damages etc.

Save and except as expressly provided in this CLAUSE neither party hereto shall be liable in any manner what-so-ever to other Party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this CLAUSE.

16.16 Duty to Report

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

- i) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew or ought reasonably to have known of its occurrence and the probable Material Adverse Effect that the Force Majeure Event is likely to have occurred on the performance of its obligations under this Concession Agreement.
- ii) Any notice pursuant to this CLAUSE 16.16 shall include full particulars of:
 - (a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this CLAUSE 16 with evidence in support thereof;
 - (b) The estimated duration and effect or probable effects which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Concession Agreement;

(c) The measure which the Affected Party is taking or proposes to take to alleviate the impact of such Force Majeure Event; and

(d) Any other information relevant to the Affected Party's Claim.

iii) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this CLAUSE 16.16, and such other information as the other Party may reasonably request the Affected Party to provide.

16.17 EXCUSE FROM PERFORMANCE OF OBLIGATIONS

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

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

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

iii) When the Affected Party is able to resume performance of its obligations under this Concession, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

CLAUSE 17: DISPUTE RESOLUTION

17.1 Dispute Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever regarding the validity, interpretation, implementation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this Concession Agreement between the Parties and so notified by either Party to the other Party (the "**Dispute**") shall be subject to the dispute resolution procedure set out hereinafter.

17.2 Direct discussion between the Parties

The Parties agree that any Dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the notice of Dispute (the "**Notice of Dispute**") sent by one Party to the other Party under CLAUSE 17.1 shall be considered an invitation for direct discussion, and it should specify a reasonable time and venue for conduct of the negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed. In the direct discussion proceedings, each Party shall be represented by officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order for the discussion to be meaningful. At the discussion proceedings, the Party that has given the Notice of Dispute shall present an offer of a settlement, which may form that starting point of discussions between the two Parties during the discussion proceedings.

17.3 Adjudication by Authority

In the event that the parties are unable to resolve the Dispute through Direct Discussion under CLAUSE 17.2, the Parties shall submit the Dispute for adjudication by Chandigarh jurisdiction only

17.4 Performance during Dispute

Performance of this Concession Agreement shall continue during the settlement of any Dispute under this. The provisions for dispute settlement shall be binding upon the successors, assigns and any trustee or receiver of either the Concessing Authority or the Concessionaire.

CLAUSE 18: INTENTIONALLY LEFT BLANK

CLAUSE 19: MCC MAINTENANCE BOARD/COMMITTEE

19.1 Appointment

a. Within 10 (ten) days from the Proposal Acceptance Date, the Concessing 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 Concessing Authority:

- (i) Executive Engineer of concern Zone;
- (ii) Chief Medical Officer of Health;
- (iii) Public Health Officer of concern zone;
- (iv) 1 member of the Concessionaire.

b. shall act as Chairman of the Maintenance Board/Committee and Chief Medical Officer shall act of as the convener Wherever possible, the Maintenance Board/Committee shall act by consensus. If consensus is not reached, it shall take vote, and if there is a tie in such vote, the representative of the Concessing Authority shall have the casting vote.

19.2 Powers and Duties

a. The MCC Maintenance Board/Committee shall have the powers and duties set out in this Concession Agreement or any other powers required for the proper construction, renovation of the Project, including, (without limitation):

(i) During the Implementation Period, the Maintenance Board/Committee shall, at all reasonable times and upon reasonable notice, have access to the PTUs for the purpose of discharging its duties under this Concession Agreement.

(ii) The MCC 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 Concessing Authority, and the Concessionaire of any deviations there from within 7 (seven) days of such inspections.

(iii) Compliance to the O & M Manual

(iv) Review the Concessionaires periodic reports;

(v) Approve the material to be used to be made part of PTUs;

(vi) Review and verify the implementation of Variations;

(vii) Approve any improvements or modifications (that are not Variations) proposed by any of the members of the MCC Maintenance Board/Committee ;

(viii) Review Performance guarantee requirements;

(ix) Any other matter which it deem 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 15.2 (b).
- b. The Maintenance Board/committee shall have the power to appoint Expert or Specialist Person in any area required, for a review of the constructions, 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 the Parties and the Maintenance Board.
- c. Without limitation to the generality of the foregoing CLAUSES, the Maintenance Board/Committee shall have the power to appoint a Valuer as an Expert to undertake and determine the adjustment of Concession Period.
- d. The Concessionaire and the Concessions Authority shall extend full co-operation to the Maintenance Board/committee and to any Expert appointed by the Maintenance Board/committee. All the expenses of the Maintenance Board shall be borne by the Concessions Authority.
- e. 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.

CLAUSE 20: FINANCING AND LENDER'S RIGHTS

- a. The Concessions Authority hereby agrees that it shall enter into a Substitution Agreement as given Schedule III with the Senior Lender and the Concessionaire thereby shall grant the Senior Lender certain rights in the event of 'Termination by the Concessions Authority' as set out in CLAUSE 14.4. The Concessions Authority further confirms to the Concessionaire that it can represent to the Senior Lenders that the Concessions Authority has agreed to be bound by the terms and conditions specified therein.

CLAUSE 21: TAXATION AND CONFIDENTIALITY

21.1 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 as on the Proposal Acceptance Date in India on the Concessionaire's Equipment, Machinery and Materials (whether permanent, temporary or consumable) acquired for the purpose 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 in India on profits made by it in respect 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.

21.2 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.

21.3 Confidentiality

Neither of the Parties shall, at any time, before the expiry or 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.

21.4 Exceptions to Confidentiality

The restrictions imposed by CLAUSE 21.3 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 authorised by law to receive the same.
- iii) Which is required to be disclosed by the regulations of any recognised 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.

CLAUSE 22: PROJECT REVENUES

a) Income from Display of Advertisements

The Advertisement revenue shall be the source of revenue mechanism for the Concessioner. The concessioner shall lease out the Advertisement Boards to the advertisers as specified the specifications in the agreement.

CLAUSE 23: TRANSFER OF PROJECT

(a) On the Transfer Date, the Concessionaire shall, transfer and assign to the Concessions Authority or its nominated agency, as the case may be, free and clear of any charges, liens and Encumbrances created or suffered by the Concessionaire after the Compliance Date 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 Concessions Authority or its nominated agency on such date such project reports, manuals, plans, design drawings, reports, accounts and other information as may reasonably be required by the Concessions Authority or its nominated agency to enable it to continue the operation of the Project either directly or by its nominated agency. The personnel of the Concessionaire shall continue to be the employees of the Concessionaire 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 Concessions Authority or its nominated agency.

- (b) The Concessionaire shall to the extent possible assign to the Concessions 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 Concessions 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 except any contracts with employees.
- (d) Six months prior to the Transfer Date, the Concessions 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, provided that such inspection is reasonable and is carried out with minimum disruption to normal operation of the Project.
- (e) Until the Transfer Date, all risks 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 Concessions 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 Concessions Authority against any claims from any such employees for their loss of office, redundancy, loss of employment or otherwise. The Concessions Authority shall accept absolutely no liability on account of any matter pertaining to the Concessionaire's employees, staff, labour etc.
- (g) The Concessions Authority shall be responsible for the costs and expenses, including stamp duties, taxes, legal 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 PTU and other movable & immovable assets to the Concessions 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 terminate vis-à-vis the Concessions Authority and the Concessions 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 termination of this Concession Agreement; provided, however, that the Concessionaire may continue with any other business operations arising other than in connection with this Concession Agreement and; provided further that the Concessionaire shall no longer act in its capacity as Concessionaire in relation or pursuant to this Concession Agreement.
- (j) On completion of the transfer by the Concessionaire to the Concessions Authority, the Concessions 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 Concessions Authority hereto.

CLAUSE 24: MISCELLANEOUS PROVISIONS

24.1 Governing Law and Jurisdiction

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

Waiver

Waiver 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 of any other or subsequent default hereof or of other provisions of or obligations under this Concession Agreement;
- (b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) Shall not affect the validity or enforceability of this Concession Agreement in any manner.

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 thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

Exclusion of implied warranties

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

24.2 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 nearly as is practicable. Provided, failure to agree upon any such provisions shall not be a subject matter to dispute resolution under this Concession or otherwise.

24.3 Entire Agreement :

This Concession Agreement and the Schedules together constitute a complete and exclusive 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.

24.4 Custody of Documents:

The Design Documents shall be in the custody and care of the Concessionaire. Unless stated otherwise in this Concession Agreement, the Concessionaire shall provide four copies for the use of the Concessions Authority.

24.5 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 licence to use such documents and drawings solely for the purpose of complying with its obligations under this Concession Agreement.

24.6 Use of the Concessions Authority's Documents

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 Concessions 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.

24.7 Compliance with Laws and Directives

a. The Concessionaire shall, in all matters arising in the performance of this Concession Agreement, comply with, give all notices under, and pay all taxes, levies and other similar charges required by the provisions of any Central or State law or directive or any regulation of any legally constituted public authority having jurisdiction over the Works. The Concessionaire shall obtain all permits, licences or approvals required for any part of the Works in reasonable time, taking into account the delivery time for the Plant and Machinery and Materials and required for completion of the Works. The Concessions Authority and the Concessionaire shall comply with all the laws as applicable.

b. In the performance of this Concession Agreement, the Concessionaire shall ascertain and comply with all relevant laws and directives. The Concessions Authority will provide such reasonable assistance as may be requested by the Concessionaire in ascertaining the nature and extent of such relevant Indian laws and directives.

c. The Concessionaire shall indemnify the Concessions Authority, the Concessions Authority's officers, employees and agents against all governmental penalties and fines payable to a Competent Authority, together with any reasonable legal expenses incurred in connection therewith, to the extent arising out of any failure of the Concessionaire or its employees to comply with any law or directive applicable to the Implementation, start-up, operation and maintenance activities conducted at the PTUs during the performance of the works.

d. If the Concessionaire or the Concessions Authority finds any divergence between any law or directive and the Technical Requirements, it shall give to the other Party a written notice specifying the divergence and proceed in accordance with CLAUSE 14.

24.8 Joint and Several Liability

If the Concessionaire is a Joint Venture of two or more Persons, all such Persons shall be jointly and severally liable to the Concessions Authority for the fulfillment of the terms of this Concession Agreement. Such Persons shall designate one of them to act as "Lead Member" with authority to bind the joint venture and each of its members. The composition or the constitution of the Joint Venture shall not be altered without prior approval of the

Concessioneing Authority and as per the specific provisions in this regard provided in this Concession Agreement.

24.9 Notifications:

a. Wherever provision is made for the giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, typewritten or printed communication, including the agreed systems of electronic transmission.

b. All certificates, notices or written orders between the Parties shall either be delivered by hand against written acknowledgement of receipt, or be sent by registered acknowledgement due pre-paid post or courier or one of the agreed systems of electronic transmission. In the event of any dispute, unless such acknowledgement of receipt is provided, the communication shall be treated as not given.

c. In the case of the Concessionaire, all communication shall be marked for the attention of the person and to the address provided below, or to such other person or address as may be intimated to the Concessioneing Authority by the Concessionaire from time to time.

Name of Concessionaire’s Representative:

Address for communication: _____

d. In the case of the Concessioneing Authority, all communication shall be addressed to:

24.10 Language

The language of this Concession Agreement is the English language. All correspondence, drawings, designs, design data, Tests reports, certificates, specifications and information shall be in the English language. All other written and printed matter required for Implementation, operation and maintenance shall be executed in the English language. Instructions and notices to the public and staff and all other signs and information notices shall be in English, Hindi and the local language xxxxxxxxx.

Counterparts

This Concession may be executed in 2 (two) counterparts, each of which when executed and delivered shall constitute an original of this Concession Agreement.

IN WITNESS whereof the Parties have executed and delivered this Concession Agreement as of the date first above written.

SIGNED SEALED AND DELIVERED

For and on behalf of

(Concessioneing Authority) by:

(Signature)

(Name)

(Designation)

SIGNED SEALED AND DELIVERED

For and on behalf of:

M/s _____ (Concessionaire) by:

_____ (Signature)

_____ (Name)

_____ (Designation)

In the presence of :

1. _____ (Signature)

_____ (Name)

_____ (Designation)

2. _____ (Signature)

_____ (Name)

_____ (Designation)

5. LIST OF SCHEDULES

SCHEDULE No.	:	DESCRIPTION OF SCHEDULES
I	:	Scope of work
II	:	Format of Performance Guarantee
III	:	Substitution Agreement
IV	:	Sites“as is where is” basis (190no. toilets is Markets and 53 no. in Green Belts of Chandigarh)
V	:	Project Locations of new toilets to be constructed (3 no. in Markets and 25 no. in Green belts)
VI	:	Project Sites (of 29 toilets in various Green Belts near completion, requiring no refurbishment)
VII	:	Architectural Drawings & Plans

SCHEDULE-I

SCOPE OF WORK

The Concessionaire shall be required to refurbish 243 no. of Public Toilets, Construct 28 nos. new Public toilets as per the approved Architectural Drawings and plans and Operate and maintain all the old and new public toilets at different locations of the Chandigarh for 15 years with a right to display advertisement at selected sites and free of cost to the users. **Following are the parameters that shall be ensured:**

I. Public Toilet Unit:

a. The Public toilet unit (PTU) shall have provision for required toilet seats as specified in the approved plans/ drawings.

b. The concessioner shall develop toilets, to have other basic facilities, such as hand washing, Solid and Menstrual waste disposal, proper Ventilation, Lighting; Security system for Privacy shall have to be provided for functional requirement.

c. Toilets shall have easy accessibility for handicapped and secure accessibility for women. For persons with physical disabilities the design should provide facilities such as ramp for access, hand rail inside the PTUs, etc., as per drawings.

e. Design should be user friendly, rugged, vandalism-proof and fire resistant to ensure safety of equipment & installations as well as the users.

f. Concessionaire should also take care of the requirements of maintenance and proper accesses for cleaning of drains should be provided. Such accesses should be leakage proof to ensure proper hygiene.

g. The specifications to be adopted for finishing items such as flooring, wall lining etc. shall have to be of water resistant materials of 1st quality. Flooring to be anti-slip and with proper drainage system.

h. For safety/ rescue, break-ins of (internal) toilet doors is essential.

i. Green concepts such as use of natural lighting / ventilation, scientific disposal of waste shall be encouraged.

k. The signage for Entry for Gents & Ladies should be prominently displayed on the respective entry gates in English, Hindi and Symbol.

l. On the inside of the toilet, there should be information panels, prominently and clearly displaying dos & don'ts, safety instructions, Identification details of the toilet, Cleaning Schedule, details about complaint registration system in place, Telephone No, e-mail address of Concessionaire nodal person for receiving complaints, and Telephone no of MCC official No. for escalating the complaint (if not attended). These Information panels should be in (local language Hindi & English. The Information panels should be of good quality, screen printed and sufficient size (Small stickers not acceptable). The mounting should be rugged & tempering proof.

m. installation of Information Communication Technology (ICT) tool for monitoring the feedback of users of PTUs. The charges as fixed by MoUD for installation of ICT tool will be paid by the Successful bidder to MoUD directly and nothing in this account shall be payable by MCC to the Successful bidder. The Monitoring of ICT tool will be done as per the guidelines of MoUD. This can capture real time images for maintenance standards/cleanliness of Toilets. It will be linked to officer's mobiles/desktops or any other portal specially designed for this purpose.

II. Development controls:

The Concessionaire shall be required to construct the toilets in the allotted space/land as per the design and specifications approved by the corporation. Following are the conditions that should be ensured:

A. Common Instructions:

- a. The construction/installation should be exactly as per the design, plan and specification as mentioned in Project Report & approved by the Concessions Authority.
- b. The septic tank/bio-digester in the PTU should be constructed in such a location to provide access to the vacuum truck to remove the septage if sewer system is not present.
- c. The toilet construction should not create unsecure spaces in or around it causing safety concern.
- d. Proper sewage connection to be ensured so that no water logging or unhygienic conditions are created in or around the toilet.
- e. The area around the toilet to be restored in proper manner and no debris, building material, garbage, broken pavement/ kerb-stones/ interlocking tiles/ CC should remain within 10 meters of the toilet so constructed.
- f. During the construction, the concessionaire (or his contractors) shall ensure proper upkeep for collecting debris and proper scientific disposal of debris.
- g. Construction time for each site shall not be more than Two Months (start to finish).
- h. Land/ space for off-site pre-fabrication (if required) shall be organized by concessionaire at his own cost.
- i. Construction/ Installation should be of high quality & finish to ensure proper cleaning, maintenance hygiene, prevent water logging and blockages and to facilitate ease of maintenance.
- j. Lighting system should be adequate and all fixtures should be vandalism-proof.
- k. Plumbing should be of good quality, water conserving, and vandalism-proof.
- l. Electricity & water connection from utility agency shall be obtained by the concessionaire.
- m. Adequate fire-safety measures should be installed.
- n. Concessionaire not only depending on the roof top tanks may also be required to plan underground storage (of water) and pumping arrangements.
- o. In areas where frequent breakdown/ load-shedding of electricity (concessionaire need to make an assessment of such locations), concessionaire may also be required to plan Inverter

arrangements. Generator causing air & noise pollution shall not be allowed to be used as an alternate source of electricity except in exceptional circumstances.

B. Instructions for displaying Advertisement for Concessioner

a. The concessioner shall be required to include the advertisement boards design to the proposed sites as per architectural drawings in the Project Report shall be submitted to concessioning Authority.

b. No Advertisement shall be displayed by the concessionaire until all the PTUs have been made operational. Further, the concessionaire shall loose the right to display advertisement whenever the toilet, for any reason, becomes non-operational.

c. The advertisement shall also be strictly in accordance with the specific provisions as laid down in the Architectural Drawings provided by MCC, Bye-laws, all other terms & conditions of allotment and outdoor Advertisement Policy of concessioning Authority.

d. The minimum specifications of the display shall be as follows:

i. Material: All Structure/Frame to be made of PVC frame with PVC shutter.

ii. The structure/frame should be dimensioned to withstand local wind gusts according to regulations.

iii. All materials should be non-flammable.

iv. All sharp corners should be eliminated.

v. Parts used should not be fragile and safety secured to its foundation with 20 mm anchor fasteners or chemical fasteners which make the furniture more stable and joint fasteners not visible from outside.

e. Mandatory display of certain information on the advertisement site : The advertiser shall display the following information on a board of size 2 feet by 1.5 feet on front side:

i. MCC Logo

ii. Site location Name

C. Civil & Joinery Work:

Public Toilet Unit:

a. Basic structure PTU shall comprise of brick masonry and RCC roof slab to be constructed as per relevant ISI codes.

b. Cement Plaster in ratio of 1:4 (one cement: 4 coarse sand) shall be provided.

c. Flooring shall comprise of vitrified marble of the colour as per drawings/plans approved by the Concessioning Authority.

d. Approved quality of glazed ceramic tiles, dado as per drawings.

e. Min. 4" high skirting shall be provided of the same material as of the flooring.

f. PVC frames of all doors and windows.

g. Door shutter of PVC frame and panel of pre- laminated board shall be provided.

- h. PVC ventilators shall be provided.
- i. Wash hand basins shall be provided in the counters as indicated in the drawing. The counter shall be of granite.
- j. Approaches to the toilets shall be provided from BRT pedestrian pathways and adjoining areas as feasible. Such approaches shall be laid with precast paver blocks of at least 40mm thickness.
- l. Internal wall surface shall be finished with good quality plastic emulsion paint of make & shade to be approved by MCC.

D. Fittings and fixtures:

- a. The ceramic fixtures shall be of first quality white color and of the reputed makes such as Hindustan, Cera, and Nycer etc. as approved by Concessioneing Authority.
- b. Round/Oval wash hand basins shall be provided.
- c. First Quality C.P. fixtures & fittings shall be of the reputed make such as Jaquar, Nova, Ess-Ess, Essel etc. as approved by Concessioneing Authority.
- d. The required numbers of EWC and one Indian Type Orissa Pan WC with flushing Valve shall be provided as per approved architectural drawings/plans. The Ladies and Gents section should not be together and should be separate. The pans should be manufactured by a company which has Bureau of Indian Standards approval. Arrangements for use by physically challenged person be also made or a separate WC facility which is friendly for physically challenged person be carved out in the toilet block.
- e. Liquid soap dispenser shall be provided for wash hand basin for ladies & gents use.
- f. Mirrors with full width of counter of wash hand basin of Atul or Gold Fish or Modi Float make shall be provided.
- g. Water filter with water cooler or Mineral water dispenser shall be provided for drinking water as and where required.
- i. Two water storage tanks each of minimum 1000 liter capacity for the Gents & Ladies toilet shall be provided at roof.
- j. At least two hand driers shall be provided of the make as approved by Concessioneing Authority.
- k. Sanitary Napkin Vending Machines and Sanitary Napkin Incinerators with initial supply of requisite cases/packets of Sanitary Napkins shall be provided by the concessionaire complete in all respects in the female toilet blocks. The vending machines and Incinerators should be of reputed make approved by the GOI under Swachh Bharat Mission.

l. All other accessories shall be provided of the make to be got approved from Concessioneing Authority.

E. Electrical:

- a. Concealed conduit pipe with standard copper wire (ISI marked) shall be provided.
- b. Plate type switches and accessories of standard make such as MK, Anchor, and SSK etc.
- c. Electrical layout drawings shall be approved by Concessioneing Authority.
- d. Exhaust fans/ fresh air fans of any of the reputed makes such as USHA, BAJAJ, GEC, KHAITAN, and CROMPTON etc. shall be provided.

- e. Arrangement of alternate source of energy (Solar energy) shall be provided with compatible electric layouts, fittings & fixtures.
- f. Exterior lighting (water proof) for PTUs shall be provided as per approval accorded by EIC.

G. General:

- b. Water proofing treatment as per MCC specifications shall be provided over the roof in addition to the terracing.
- c. The external treatment of the walls shall be got approved from Concessioneing Authority.
- d. The illumination of the advertisement panel shall be as per the requirement & as permitted by the civic authorities.
- e. The layout and facilities provided shall be universal design.
- f. The structure built should be physically challenged friendly.

Note: The make & colour of all fittings and fixtures shall be subject to approval of Concessioneing Authority.

The allotment of work is subject to modifications in the specifications and compliance of guidelines as may be prescribed from time to time.

III. Construction Guidelines:

The following are the construction guidelines shall be incorporated and implemented in the Project report by the Concessioner for approval of Concessioneing Authority:

- a. The inside height of Toilet complex should be as per architectural drawings. The layout of the toilet block would depend on the availability of space and other local conditions. The design/architecture of the complex should be in consonance with and should not clash with the surroundings.
- b. The sketch plan in the Project Report of the proposed toilet blocks of each site indicating the minimum specifications to be adopted along with tentative key plan etc. are enclosed. The Concessionaire shall prepare the working drawings based on the site, ground & infrastructure details in consultation with Concessioneing Authority & get it approved from competent authority (ies) before start of construction activity.
- c. The floor should slope gently towards the floor trap. The floor of W.C area should be sunk to avoid the flow of water outside the W.C area.
- d. Internal finishing shall be done as approved by Concessioneing Authority.
- e. All water pipes, drainage and waste pipes would be concealed.
- f. The orientation of latrines & urinal, plumbing and various fixtures like taps, water closets, cisterns, sinks, mirror etc. including electrical fixtures as also materials to be used for different purpose should be as per architectural drawings approved by Concessioneing Authority.
- g. The Concessionaire is entirely responsible for the construction, renovation, operation, maintenance and removal of all temporary works employed. The Concessionaire shall be responsible for the safety of the works, operatives, adjoining property, structures of services and compliance with appropriate regulations and codes of practice.
- h. The areas around each toilet block shall be constructed, renovated, developed by proper approaches from pedestrian pathways and from all sides as feasible and paved by paving blocks and same shall be maintained by the Concessionaire and free from any obstructions and encroachments. The adjoining areas upto 10 mtrs. From the external face of the toilet block subject to availability of area, shall be landscaped, kept green & maintained. The area shall be kept well lighted by the Concessionaire at his cost.

- i. During construction/ renovation, all services or utilities on or adjoining the Project site which are required to be maintained operational shall be protected from movement, subsidence or damage from any cause what-so-ever by adequate temporary props, struts, shores and protective screens to the installed/developed.
- j. The Concessionaire shall be responsible for adhering to safety regulations for users and workman's as notified under Law.
- k. PVC insulated cables shall be used in general for internal wiring purposes as per Bureau of Indian Standard (BIS) amended upto date and mentioned in the IS Standard.
- l. All Civil/building/structural works shall conform to Central Public Works Department (CPWD) specifications for class-1 building works and standards as given in the National Building Code (NBC) and guidelines of State / ULB as amended and / or modified from time to time.
- m. The Concessionaire shall construct structurally sound and aesthetically appealing facilities to the satisfaction of the Concessions Authority as per working drawings approved by the competent authority. However, in areas where deviations are necessitated due to space or locational constraints, the Concessions Authority shall permit variation.
- n. After completion of each facility, the Concessionaire shall provide 5 sets of Project Reports including plans/Drawings of various services provided therein e.g. electricity, water supply, sewerage, drainage etc., indicating covered area, advertisement area along with inventory of various fittings & fixtures.
- o. The Concessionaire shall plant flowering and other shrubs around each toilet as and where required subject to the plan approved by the Concessions Authority.
- p. The electricity and water charges for construction, running and maintenance of toilet including the adjoining area shall be borne by the Concessionaire and will be paid directly to the concerned authorities by the Concessionaire.
- q. Proper arrangement shall be made by the Concessionaire to avoid any hindrance to the traffic during construction, operation and maintenance of the Public Conveniences. Diversion of traffic, if required, shall be arranged by the Concessionaire as per traffic police requirements at his own cost.
- r. The Concessionaire shall obtain necessary electricity, water and sewerage connections from the respective authorities in his / her own name and shall be responsible for clearance of all the dues for the contract period, in time. On the part of the Concessions Authority, only a 'No Objection Certificate' shall be issued on a specific request, to enable the Concessionaire to obtain electricity / water / sewerage connections in his / her name or in the name of his / her firm. Proper sewerage / drainage treatment shall be done by the Concessionaire, wherever required.
- s. The Concessionaire shall take all precautions to avoid any accidents during construction / repair / maintenance / operation of the toilet blocks, electrical / sanitary fittings and fixtures. If any accident occurs during construction / repair / maintenance / operation of Public Conveniences / fittings and fixtures, the Concessionaire shall be directly responsible for the damages or any other consequences, what-so-ever and Concessions Authority shall be kept harmless.

IV. Operation and Maintenance Guidelines:

- a. The PTU shall remain open from 5am to 11 pm on all days including Sundays and holidays.
- b. The designated premises shall be serviced, cleaned and maintained according to the Concessions Authority's requirements on all 7 days of the week with no exceptions except in the case of Force Majeure as specified in the Section –II of RFP.

- e. The liquid soap shall be made available at all time during operation.
- f. The Concessionaire shall make own arrangement for security of the toilet block and its fixtures and would not have any claim on damage from the Concessioneing Authority.
- g. No generator set shall be permissible for providing electricity at the PTU.
- h. The Concessionaire shall furnish the names of the persons who have been appointed as attendant/caretaker for the toilet blocks and their names will be registered with the Concessioneing Authority. The said attendant/caretaker of the Concessionaire shall not allow any other person to occupy the toilet blocks.
- i. The Concessionaire shall ensure that each toilet structure displays a sign saying “built and maintained by M/s <Concessionaire> for Concessioneing Authority along with the logo of CONCESSIONING AUTHORITY and well lit “Public toilet” prominently on the walls of the structure. The height of these letters shall be at least 15 cms.
- j. The Concessionaire will not allow any person to use Public Convenience for residential purpose or for stocking of any material etc, and not keep any animal in or around the complex other than two attendants –cum-sweepers at each toilet block, one for men and second for women to ensure continuous service.

V. Maintenance schedule & standards

1. The Concessionaire shall adhere to the conditions set out in Table 1 &Table 2 below:

Table – 1

Utility	Service Output	Maximum Tolerance Level	Permissible time limit for repairs/ rectifications
Toilet floor	Smooth and free from cracks, chipping or any other similar damage. Keep clean, dry, without any litter, stain etc.	Nil	Repaired/ rectified within 7 day. Debris/garbage/other litter shall be removed immediately upon detection Damaged/dysfunctional dustbins/spittoons shall be repaired/replaced immediately upon the detection
Advertising panels and supporting structures	No Cracks, breakages or corrosion of metal surfaces No stains No defaced/dis-colored surface	Not more than 5% of surface shall be damaged/defaced /dis-colored, subject to, the damaged/defaced /dis-colored area not exceeding a maximum area of 1 Sqm in one single patch.	Repaired/rectified within 7 days from detection
Chairs/seats	Shall be clean and free from Damage	Nil	Repair/replace in 2 days

Information boards/signages	Visible legible and functional	Nil	Obstructions shall be removed immediately upon the detection Dirty information boards/signages shall be cleaned immediately upon the detection Damaged information boards/signages shall be repaired/replaced within 24 hours of detections
Lights	All lights fully functional and illumination as per construction requirements	100% of the light shall be fully functional	Any faulty light bulb/tube shall be repaired/replaced within 24 hours of detection

Table-2 No.

Utility	Particulars	Specifics
1	Replacement of worn/damaged all plumbing fittings on regular basis as and when damaged broken/	Bib cocks, Urinal push cocks, all CP fittings, Orissa pans, European water closets, wash basins urinal pans, flush tanks, float valves, GI pipe fittings, Nahani Traps, Gratings
2	Replacement of damaged/spoiled all electrical fixtures on regular basis as and when damaged/broken	Light fixture, Electrical bulbs, bulk headlights, fuses, MCB's, Meters.
3.	Regular repairs as and when damaged	Water lifting pumps & accessories, water level controller
4.	Attending regular repairs	Clearing the blockages in water closet/sanitary line.
5.	Replacement of other fixtures	Towel rods/ring, C.P soap Dispensers, Broken mirrors, CP paper holders
6.	Replacement of pipes damages/ Broken	All exposed GI, soil pipes, PVC pipes.

Standards of Maintenance of Public Toilets to be adhered to by the Concessionaire and incorporate the same in the Project report:

a. The agency shall engage at least one person per shift of eight hours for every unit of Public Toilet for monitoring the cleaning and washing the unit round the clock, including public holidays to carry out the following Sanitation works:

- Daily washing with water.
- Daily phenyl washing.

- Sweeping up to 10 mtrs around the structure and sprinkling of disinfectant mixture of 200 gms (50 gms bleaching powder and 150 gms lime).
- 0.5 liters of acid per unit.
- Removal of solid waste.
- Custodian duty (protecting the structure against damage and misuse) and to prevent open urination surrounding the unit.
- Removal of handbills and washing of scrubbing inside and outside the structure.

b. The agency or his representative shall personally visit the Public toilets regularly twice a day to keep watch over the performance of the workers employed by him.

c. The agency shall carry out the work by engaging men and equipments and provide the disinfectants and implements for cleaning and arrange for sufficient water supply at the urinal / toilets for Cleaning.

d. The agency should arrange for sufficient water supply at the structure for cleaning and washing.

e. The following implements / disinfectants shall be supplied by the Agency to the staff Engaged by them.

- Cleaning Brooms
- Sweeping brooms
- Coir brush
- Scraping Sheet
- Bamboo Basket
- Plastic containers
- Bamboo Reapers
- Plastic Buckets
- Plastic Mug
- Sponge piece
- Washing Soap
- Identity Card
- Apron inscribed MCC
- Phenyle / Acid /green chemical
- Bleaching powder and lime powder

f. The authorized representative of MCC will supervise the work from time to time and point out any unsatisfactory service rendered by the selected agency and shall be entitled to give suggestions as may be considered necessary and the selected agency shall be bound to carry out the instruction(s) for improvement of the work.

g. The periodic maintenance such as distemper, paint of PTUs shall have to be carried out to the approval of EIC.

h. IN THE EVENT OF UNSATISFACTORY SERVICE, NEGLIGENCE OR SLACKNESS IS FOUND OF THE AGENCY IN CARRYING OUT THE WORK OR INSTRUCTION(S), THE MCC SHALL CALL FOR THE EXPLANATION AND TERMINATE THE CONTRACT, IF THERE IS NO IMPROVEMENT EVEN AFTER REPEATED INSTRUCTIONS.

i. The selected agency shall ensure that the labour engaged by him to carry out the work shall not claim any right what-so-ever against the MCC by virtue of service rendered under this contract and shall not hamper the work by resorting to demonstration, agitation etc.

j. The selected agency shall be held responsible for all or any of the act done by the staff /workers and shall be alone responsible for the payment of wages or any loss or damage caused by them during the course of service or work undertaken and shall also be responsible and be liable for payment of any compensation under workmen compensation Act. The MCC will not be liable for any such event what-so-ever.

k. That agency shall not engage child labour and shall agree and permit the workers to avail weekly off.

l. The agency should make available Suggestion Box and Complaint Register within the premises of the Public Toilets for users.

ml. The agency/ Concessionaire shall not sub-let or assign any part or portion of the work or the whole on the basis of the commission to others. If such conduct or action is found and brought to the notice of the MCC, the MCC is entitled to rescind and cancel the contract altogether.

n. The MCC has the authority either to suspend or to cancel the contract when it is not desirable to continue the contract at any point of time due to non satisfactory performance.

o. The MCC also reserves the right to alter, modify, change or remove any of the conditions mentioned in the agreement, with prior notice to the agency.

2. A Complaint centre has to be set up by the Concessionaire for receiving complaints regarding maintenance/cleaniness of the Toilets. A toll free number is also to be provided to the public. The toll free number should be displayed on the information panel outside the PTUs at a visible point.

VI. MAINTENANCE OF RECORDS

The Concessionaire shall maintain all the records of:

- a. The bills paid to service providers like water and power supply etc,
- b. Record on number of users using the PTU
- c. A Complaint or Suggestion Book for the users

The Public toilet unit should be kept odor free by carrying out the following activities:

- a. Timely cleaning of all the sanitary fixtures by the management staff.
- b. Use of air fresheners in the WC and the urinal area.
- c. Use of exhaust fans in all passages and corridor of the PTU.
- d. Design of the PTU will provide for maximum natural ventilation and lighting.
- e. Greening and landscaping around the PTU and the adjacent walls to discourage the misuse of its surroundings and improve ambience.

The PTU must be kept dry at all times in the following manner:

- a. The sanitary fixture will be dry at all times so as to give the same quality to all customers.
- b. The seat for the EWC will be kept dry.
- c. All the PTU fixtures will be kept clean at all times so as to give every customer the same quality of cleanliness of the facility.
- d. Periodic flushing of the urinal, and periodic cleaning by the staff using standard cleaning agents and procedures.
- e. Periodic cleaning of the WC's by the staff using standard cleaning agents and procedure.

Public Convenience will be provided with good quality consumables, including the following:

- a. The liquid soap/soap cakes of standard quality and make, which will be provided in the wash basins
- b. The Public Convenience rolls will be of standard quality and make.
- c. The quality of hand driers are maintained in proper condition for the customer's usage.

The consumables to be available at all times and will be replaced as soon as required. To facilitate this, enough stock of the consumables for at least a week will be made available at all times. This will include:

- a. Replacement of all consumable as and when required.
- b. Repair any defective fixture before next use and all replacement shall be of original specifications and design.
- c. Provide clean and dry consumables for each customer.
- d. The Concessionaire shall have kept and maintain at the Public Convenience an Inspection Card containing the following details:

No.	PARAMETERS	YES	NO	NA
I	CATEGORY A			
1	Water supply			
2	Electricity			
3	Drinking Water			
II	CATEGORY –B			
1	PTU Interior; Odors free			
2	Flooring; Dry & Clean			
3	Consumables: Adherence to quality recommended			

4	Exhaust fans & automatic hand driers
5	Tariff rates as per the ULB guidelines
6	Advertisement - adherence to standards
7	Consumables: Stock as per standards
8	Dress code / Uniform - Adherence to standards
9	Availability of cleaning equipments
10	Book keeping - Suggestion Book & complaint register
III	CATEGORY –C
1	Walls; Dry & Clean
2	Washbasin Dry & Clean
3	Litterbins; Clean
4	Windows; Clean
5	Door; Clean
6	Glass (Windows & ventilators); Clean
7	Mirror; Clean
8	Waiting area; Clean
9	Litterbin clean
10	Tickets issuing & accounting
11	Landscaping Maintenance
12	External building Surface Clean
13	Surroundings Clean
14	Tickets format - adherence to standards
15	Book keeping - Consumables stock
16	Behavior of staff
17	Communication

VI. INSPECTION:

The EIC of MCC or authorized representative(s) is/are free to inspect the utilities at any time and his/their directions to the concessionaire or his operational staff shall be strictly adhered to so as to ensure the proper operation and maintenance of utilities to the entire satisfaction of the MCC.

The log table of each Safaikaramcharies /Attendants deployed on the utilities shall be required to be submitted fortnightly to the EIC to ensure the proper compliance of O&M of toilet blocks.

VIII. PENALTIES:

The Maintenance Schedules and standards as specified in this RFP or as per the directions of the EIC in this regard, as may be, are to be complied with by the Concessionaire in Letter & Spirit, however, otherwise the penalty of Rs. 500/- at first instance will be levied. This penalty shall be doubled on subsequent instances of default upto a maximum period of 7 days. Thereafter, the Concession Agreement will liable be cancelled by the EIC and dues and amount available with the MCC will be forfeited after due notice.

SCHEDULE- II

FORM OF PERFORMANCE GUARANTEE

BANK GUARANTEE BOND

In consideration of the Commissioner Municipal Corporation, Chandigarh (hereinafter called "The Concessing Authority ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said concessionaire " for the work _____ (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for **Rs. 1.00 CRORE (Rupees one crore only)** as security/guarantee from the contractor/advertisement firm/NGO (concessionaire) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ hereinafter referred to as "the Bank" (indicate the name of the bank) hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government (MCC).

2. We _____ do hereby undertake to pay the amounts (indicate the name of the bank) due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. 1.00 CRORE (Rupees one crore only)**.

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor/advertisement firm/NGO (concessionaire) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein (Indicate the name of the Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the

said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

We _____ further agree with the Government
(indicate name of the bank)

that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor/advertisement firm/NGO (concessionaire) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor/advertisement firm/NGO (concessionaire) or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____lastly undertake not to revoke this (*indicate the name of Bank*)

guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by Government (MCC). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs. 1.00 CRORE (Rupees one crore only)**. and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ day of _____ for _____ the

(*Indicate the name of Bank*)

SCHEDULE – III

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the ***day of ***20**.

AMONGST

1. Municipal Corporation, Chandigarh (hereinafter referred to as the “Concessing Authority” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
2. [*****Limited], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ****, (hereinafter referred to as the “Concessionaire” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
3. ****[NAME AND PARTICULARS OF Lenders’ Representative] and having its registered office at ****, acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or relation to this Agreement (hereinafter referred to as the “Lenders’ Representative”, which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The Concessing Authority has entered into a Concession Agreement dated ***with the Concessionaire (the “Concession Agreement”) under PPP format (called Project), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Concessing Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

(D) In order to enable implementation of the Project including its constructions, Installation financing, operation and maintenance, the Concessing Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“**Agreement**” means this Substitution agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“**Lenders ‘Representative**” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Concessions Authority for assignment/transfer of the Concession as provided in this Agreement;

“Notice of Financial Default” shall have the meaning ascribed thereto in . 3.2.1; and

“Parties” Means the parties to this agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 Interpretation:

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to . are, unless stated otherwise, references to . of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby assigns the rights, title and interest in the Concession to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under 2.1, the Lenders’ Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Concessions Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders’ Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders’ Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively).

3.2 Substitution upon occurrence of Defaults:

The following are the penalties against the defaults shall be levied by the concessioner against the Defaults:

Default	Penalty
Failure to commission& Operationalize the PTU within 6 months of handing over the site	Security Deposit shall be invoked
Failure to maintain sanitation & Cleanliness/ unhygienic condition in toilet/ failure to dispose the water/ littering in or around the PTU.	Rs xxxxxx per day for each zone
Closure of a toilet for any reasons (or non-operational toilet) (except in case of major repair/renovation shall into exceed in 7 days.	One month Rs xxxxxxx/ for each toilet.
Non-maintenance of operational timings	Rs xxxxxx /- per day for each toilets
Violation of Advertisement policies	Cancellation of license for the site, take over the structure.
Exceeding Advertisement Area limit	After 3 incidents the contract will be terminated.
Subletting any part of contract without approval of concessioning authority	Contract shall be terminated.
Non availability of water	Rs xxxxxxx/- per day
Over charging from the users	Penalised as per the decision taken by (short form of the ULB xxxxxx) officers
Construction not as per the approvals	Rs xx lakhs per toilet
Failure to conduct thorough maintenance of PTU as per schedule and as per specified SoP	Rs xxxxxx /- per incidence.
Failure to keep the site clean:	A part from the penalty prescribed, the nodal office shall have the right to get this work done at the cost of the concessioner either departmentally or through any other agency

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Concessioning Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Concessioning Authority within the period of 15 (fifteen) days specified in . 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Concessioning Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Concessioning Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Concessing Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Concessing Authority under . 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Concessing Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfill the eligibility criteria that were laid down by the Concessing Authority for short listing the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Concessing Authority that all or any of such criteria may be waived in the interest of the Project, and if the Concessing Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Concessing Authority to:

- (a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;
- (b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
- (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Concessing Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Concessing Authority, the Nominated Company shall be deemed to have been accepted. The Concessing Authority thereupon shall transfer and endorse the Concession within 7 (seven) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Concessing Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this . 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Concessing Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Concessing Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby

acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Concessioneing Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Concessioneing Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Concessioneing Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Concessioneing Authority shall - undertake Termination under and in accordance with the provisions of CLAUSE 22 and 23 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Concessioneing Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in . 3.3.2, the Concessioneing Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realization of Debt Due

The Concessioneing Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire after 15 years from the date of completion of implementation period OR prior on the occurrence of the following events:

- (a) Pre mature termination of the Agreement; or
- (b) No sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Concessioneing Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on

account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Concessioneing Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Concessioneing Authority to fulfill any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Concessioneing Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfill its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under . 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by Commissioner, Municipal Corporation, Chandigarh. For the avoidance of doubt, the Parties hereto agree that the decision hereunder shall not be final and binding until an appeal against such decision has been decided by Commissioner, Municipal Corporation, Chandigarh.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The Concessing Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Concessing Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (a) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues what-so-ever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effective and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under . 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorized representatives

Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

9.13 Original Document

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

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

SIGNED, SEALED AND SIGNED,
DELIVERED

SEALED AND
DELIVERED

For and on behalf of
CONCESSIONAIRE by:
(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
CONCESSIONING AUTHORITY OF [***] by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1

2.

SCHEDULE- IV

Sites “as is where is” basis

**LIST OF EXISTING TOILETS BLOCK IN VARIOUS MARKETS OF CHANDIGARH
(where refurbishment is required)**

Sr. No.	Sector/ Village	Locations	Drg. No.	Job No.	Advertisement Area (Sq. Ft.)
1.	Sector-7	Near Stadium	46/R	2127	31.50
2.	Sector-7C	Near booth no. 21{Near Meat Shop}	34/R	2127	202.50
3.	Sector-7C	Near booth no. 1 (Near Super Bazaar)	27/1	2127	52.06
4.	Sector-7C	Near SCO no. 1 [Near Car Market, Madhya Marg]	26/1	2127	15.75
5.	Sector-7C	near booth no.-10	18A-R1	2127	47.25
6.	Sector-7	Near Sip -N -Dine	7-R	2605	312.00
7.	Sector-7	Madhya Marg	7-R	2605	312.00
8.	Sector-8	Near Vaishno Dhaba) Site No.1 Booth	28/R	2127	31.50
9.	Sector-8B	Near SCF no. 25-[Near Flour Mill]	45/1-R	32/C	31.50
10.	Sector-8	Near Press Chowk, Madhya Marg	7-R	2605	312.00
11.	Sector-8	Back side Sindhi Sweets, near SCO No. 161	29/R	2127	31.50
12.	Sector-8	Madhya Marg	7-R	2605	312.00
13.	Sector-9-D	Shopping Centre Near Post Office – [Near Booth No 4 & 8]	25/2-R	68-B	31.50
14.	Sector-9	Near Booth No.15 & 16 - [Near U.T. Secretariat, Booth Market]	55-A/R	32-C	52.50
15.	Sector-9	Near British Library	7-R	2605	312.00
16.	Sector-9	Madhya Marg near CITCO petrol pump	7-R	2605	312.00
17.	Sector-9	Near CITCO Petrol Pump, booth no. 109, Sector-9/C,	54/R	2127	31.50
18.	Sector-10	Near S.C.F. No. 30-{Near Hotel Mount-view}	30/R	2127	15.75
19.	Sector-11-D	Near booth no. 38- (Rehri Market)	15/R	210	31.50
20.	Sector-14	Near Night Food Street	31/1	2127	31.50
21.	Sector-15-D	Near booth no. 90 - (Near Light Points (14-15)	02/R1	671	54.38

22.	Sector-15	Toilet block in Day Market -[In Rehri Market]	18/1	2265	27.00
23.	Sector-15-C	Near Booth No. 10-11, Near Prince Dhaba,	32/R	2127	52.50
24.	Sector-16/D	Near booth no. 61-[In Booth Market]	06/R1	440	30.63
25.	Sector-16/D	Near SCF No. 12	33/R	2127	31.50
26.	Sector-17	Under bridge (old)			<ul style="list-style-type: none"> • Drawings. under consideration at C.A. U.T office • Toilet Sr. no. 26 to 32 do not cover under this RFP.
27.	Sector-17	Under bridge (old)			
28.	Sector-17	Under New Bridge (Taj Hotel side)			
29.	Sector-17	Under New Bridge (Bank Square side)			
30.	Sector-17	Near Oyster Hotel			
31.	Sector-17-E	Near SCO 34 (near Azad Hind Store)			
32.	Sector-17-E	Near Neelam Theatre			
33.	Sector-17	Near D.C. Office	7-R	2605	312
34.	Sector-17	Near Taj Hotel	7-R	2605	312
35.	Sector-17	Near Circus Ground	7-R	2605	312
36.	Sector-18	Near Tagore Theatre	7-R	2605	312
37.	Sector-18/C	Near Site No. G6 To G10 [Near Glass House]	10-R1	2127	31.50
38.	Sector-18	Rehri Market	13-R1	2127	15.75
39.	Sector-18-D	Electric Market- (Near Site M25 & G26)	10/A- R/1	2127	31.50
40.	Sector-19-D	Near 18-19 Light Point	102/1	2127	13.50
41.	Sector-19-C	Near booth no. 61, [Ahuja Watch House- Palika Bazaar]	98/R	2127	78.75
42.	Sector-19-C	Palika Bazaar near Tubewell	7R/1	2137	61.41
43.	Sector-19-C	Sadar Bazaar	27/1	2265	36.00
44.	Sector-20-C	Service booths along Dakshan marg (whole Sale cloth market,[Ladies & Gents Toilet]	16/1- R1	2127	31.50
45.	Sector-20-D	Service booths along dakshan marg (whole Sale cloth market[Ladies & Gents Toilet]	16/1- R1	2127	31.50
46.	Sector-20-D	Day market-[Rehri Market]	60/R	2265	22.78
47.	Sector20-C	Near Booth No. 21 & 38,	4R/1	2127	81.56

48.	Sector20-D	Sector-20/D, Chd.,	4R/1	2127	81.56
49.	Sector20-C	Near booth no. 29 [Near Your Cloth Shop]	35/1	2127	27.00
50.	Sector20-C	Near shop no.48 & S.C.F no. 49 [Near Post Office]	36/1	2127	27.00
51.	Sector-20	Near Kerosene Pump	7-R	2605	312 .00
52.	Sector-21	Near booth no. 46- [Near Meat Shop]	37/R	2127	31.50
53.	Sector-22	Shastri Market	38/1	2127	13.50
54.	Sector-22	Shastri Market Near Park	7-R	2605	312.00
55.	Sector-22-D	Near booth no. 10 & 11]- [Near Royal Booth]	101/R 1	18	15.75
56.	Sector-22	Opposite Hotel JW Marriot	7-R	2605	312.00
57.	Sector-22	Opposite Health Centre	7-R	2605	312 .00
58.	Sector-22	Shastri Market	39/1	2127	13.50
59.	Sector-22	Opposite Sector-17, Bus Stand	40/1	2127	31.50
60.	Sector-22	Near Nukkar Dhaba (Between SCO No. 2458-2459)	41/R	2127	187.98
61.	Sector-22	Near Gurbax Dhaba (Between SCO No. 3024-3025)	42/R	2127	125.09
62.	Sector-22	Near Petrol Pump Opposite Parade Ground	7-R	2605	312.00
63.	Sector-22	opposite Prade Ground(Between SCO No. 820-821, Sector-22)	44/R	2127	187.98
64.	Sector-22-D	Near Premi Stall, [Near Booth No. 43-44]	195- R1	4	31.50
65.	Sector-22-B	Commercial strip in Sector-22/B, [Near Verma Dosa Centre]	41/R	2127	187.98
66.	Sector-22	In Shopping centre Near Sector 22 -23 Light Point	118/R 3	4	31.50
67.	Sector-22	Commercial strip in Sector-22/B, near booth no. 1086 A & B [Near Piccadilly]	4/R2	1042	93.98
68.	Sector-22	Commercial strip [Near Tehal Singh]	4/R2	1042	93.98

69.	Sector-22	Near Tyre Shop- [Near Booth No. 2926, 2927,]	43/R	2127	125.09
70.	Sector-23-C	Near booth no. 1 to 4 [Near Flour Mill]	6-R/1	2127	31.50
71.	Sector-23-C	Shopping Centre near SCF No.16	6/A-R/1	2127	31.50
72.	Sector-23	Near 22/23 light point	7-R	2605	312 .00
73.	Sector-24-D	Near Booth No. 125	8/R-1	409	31.50
74.	Sector-24-C	Near Stationary Shop- (S.C.F. No. 10)	46/R	2127	31.50
75.	Sector-26	Near Booth no. 1 & 12 [In Timber Market]	109	2127	31.50
76.	Sector-26	fruit and vegetable market, Near shop no. 17	9/C1	182	13.50
77.	Sector-26	Grain & Vegetable Market, near Shop No. 31, [Near Post Office]	26/2-R1	182	13.50
78.	Sector-26	Near police line in between S.C.O. No. 73 & Godown No. 210	15/2-R1	182	13.50
79.	Sector-26	Near pump house, (Madhya Marg)	53/R	2127	36.31
80.	Sector-22-C	Market Sector 22 (near Kerosene Pump)	45/1	2127	29.25
81.	Sector-26	Near Sec-26, Roundabout), Madhya Marg	7-R	2605	312.00
82.	Sector-26	Goods Carrier Market, [Near Transport Chowk]	8/R	886	31.50
83.	Sector-26	Goods Carrier Market, [Near Transport Chowk]	9/R	886	15.75
84.	Sector-27	Near Janta Market, booth no. 5&6- [Near Sector-19-27 Light Point]	34/R	2127	202.50
85.	Sector-27-C	Near Booth No. 18E, [Near Sector-27-28 Light Point]	11-R1	2127	31.50
86.	Sector-27-C	Booths in Sector-27/C, [Near Tyre Shop]	34/R	2127	202.50
87.	Sector-28-D	In Between Booth No. 115 & SCO No. 116, Rehri Mkt	23-R/1	2127	45.00
88.	Sector-28-D	Market [Near Paul Dhaba]	13/B-R1	247	31.50
89.	Sector-28	Near Motor Market	84/1	2127	29.25
90.	Sector-28-C	Booth Mkt., back of Shop no. 10 (Motor Market)	13/1-R1	247	31.50
91.	Sector-29-C	Near coal depot, booth no. 42 [Booth Market]	68/R	2127	59.50

92.	Sector-29-D	Near 29-30 Light Point, [Near Booth No. 8 &9]	103/R	2127	31.50
93.	Sector-30-C	Near booth no. 9 [Near Swaran Dhaba]	3/1	594	31.50
94.	Sector-30	Near 20-30 Light Point (Near booth No. 16)	47/R	2127	134.75
95.	Sector-31-C	Near booth no. 67.	48/1	2127	132.13
96.	Sector-31-D	Near booth no. 52 [Near Sec.31-32 Light Point]	49/R	2127	15.75
97.	Sector-32-C	Booth No. 1 & 51,52	21/R1	2127	31.50
98.	Sector-32-D	Near booth no. 315, 316 & 331, 332	22-R2	1051	31.50
99.	Sector-33-C	Mini Market	1/1	978	13.50
100.	Sector-33-A	Mini Market	1/1	978	13.50
101.	Sector-33-D	in Between SCO No. 34 & 35, Rehri Mkt	23-R/1	2127	45.00
102.	Sector-34-C	Near booth no. 253[Near Post Office]	50/R	2127	58.44
103.	Sector-34-C	Near Gurudwara Sahib, Market [Near Booth No. 89-90]	52/R	2127	243.84
104.	Sector-34-C	Market, Near booth no. 158 Dhaba	51/R	2127	243.84
105.	Sector-35-D	Near Booth No. 314 & 313)	10/R1	647	383.25
106.	Sector-35-C	Adjoining booth no.83	6/R1-A	647	28.88
107.	Sector-35-B	Near Shop no. 328, 329 & Booth no. 328/A, 329/A, (along V2 road) [Near Maya Palace]	9R1-A	1041	119.63
108.	Sector-35	Near Topiary Park	7-R	2605	312.00
109.	Sec. 35-C&D	Near booth no. 150 & 241 (Near Electronic Shop)	1/R1	648	31.50
110.	Sector35-C	Near shop no. 432-33 and booth no. 432A & 433A along V2 road.	14/R	1041	119.63
111.	Sector-35-C	Near ICICI Bank, SCO no. 485-486	14/R	1041	119.63
112.	Sector 36-D	Near Booth No. 182 & 194	3-R/1	2127	115.31
113.	Sector36-D	Near chakki site(Near Sector-36-37, Light Point)	5/ R1	2399	47.25
114.	Sector 37-D	Near booth no. 292 & 363 [Rehri Market]	8/R-3	931	87.66
115.	Sector37-D	Near booth no. 101 & 150 [Near Indian Jewelers]	7-R1	931	141.09
116.	Sector37	Near booth No. 229 & 282	11/2	931	147.18

117.	Sector37-D	Shopping area, [Mini Market]	1/1	978	13.50
118.	Sector-37	Near Green Belt	7-R	2605	312.00
119.	Sector37-A	Mini Market	1/1	978	13.50
120.	Sector 37-B	Mini Market	1/1	978	13.50
121.	Sector 37-C	Mini Market	1/1	978	13.50
122.	Sector38-D	Adj. booth no. 326 &327, [Toilet in Semi Industrial Shops]	25-R1	2127	60.75
123.	Sector38/B	Mini Market	1/1	978	13.50
124.	Sector38/C	Mini Market	1/1	978	13.50
125.	Sector38/D	Mini Market	1/1	978	13.50
126.	Sector38-C	Adj. booth no. 193 & 218 , [Near Public Lavatory Block]	24-R1	2127	173.25
127.	Sector38-C	BoothMarket-adjoining booth no. 94-131	101/R	2127	173.25
128.	Sector 38 (West)	Motor Market near SCO-18.	88/1	2127	13.50
129.	Sector38 (West)	Opp. Booth No. 101, Motor Market	89/1	2127	13.50
130.	Dadumajra Colony	Near Shop No.728-729	74/1	2127	49.29
131.	Dadumajra Colony	Near booth/shop No. 942-943	75/1	2127	72.00
132.	Dadumajra Colony	Near booth no. 1542-1543 [Near Chadda Hardware Store]	70/1	2127	97.69
133.	Dadumajra Colony	Near Booth No. 54	76/1	2127	29.00
134.	Sector39-B	Mini Market	90/1	2127	13.50
135.	Sector39-D	Mini Market	90/1	2127	13.50
136.	Sector40	Market, Near Booth No. 18	23/2	1059	57.65
137.	Sector40-C	Near booth no. 110 & 135	24-A3R	1059	47.25
138.	Sector40-D	Adjoining booth no. 270-287	24-A3R	1059	47.25
139.	Sector40-D	Opposite new booth no. 5 to 9 Opp. Double Storey Market.	91/1	2127	27.00
140.	Sector-41	Vill. Butrela (Near shop no.15), Sector-41,Chd.	99/1	2127	30.38
141.	Sector41-D	Shopping Centre, (Near Booth No.13 &14)	12-R1	2127	31.50

142.	Sector-41	Krishna Market- Ground Floor,near shop no. 336,337	92/1	2127	27.00
143.	Sector-41	Krishna Market-First Floornear shop no. 336,337	92/1	2127	27.00
144.	Sector42-C	Adjoining booth no. 21 & 42 [Mini Market]	15-R1	2127	31.50
145.	Sector 43-B	Adjoining booth no. 12 & 13, Mini Market	17/1R-1	2127	15.75
146.	Sector-43	Scooter Market	93/R	2127	60.47
147.	Sector44-C	Near booth no. 55-56,- [Rehri Market]	18/3-R	2222	47.25
148.	Sector44-D	Near booth no. 398 & 427.	17/1-R	2222	31.50
149.	Sector44-D	Near Garden of Annuals	1/1	978	13.50
150.	Sector46-B	Opp. booth no. 57, Day Market	94/1	2127	13.50
151.	Sector46-C	In between Semi Industrial Shop & Chakki	5-R1	2127	69.47
152.	Sector47-C	Shopping centre (Near Booth No. 47)	12/R-3A	888	47.25
153.	Sector47-C	Near booth no. 131 – (Near Gurdwara Sahib)	13/R-1	888	74.25
154.	Sector47-D	Near Booth no. 19/C & SCF no. 39/A	4/R1	743	86.91
155.	Sector-48	Motor market, near SCO no. 15	80/1	2127	29.25
156.	Sector-48	Motor market, SCO no, 210	84/1	2127	29.25
157.	Sector-48	Motor market, SCO no, 53	83/1	2127	13.50
158.	Sector48-A	Mini market, near shop no. 21.	77/1	2127	13.50
159.	Sector49-B	Mini market, near shop no. 21.	77/1	2127	13.50
160.	Sector49-A	Mini market, near shop no. 19	77/1	2127	13.50
161.	Sector-52	Motor Market	82/R	2127	60.47
162.	Ramdarbar	Near Bus Stand (PH-2)	7-R	2605	312.00
163.	Ramdarbar	Near booth no. 138 Jewelry Market (PH-2),	13-R1	2127	15.75
164.	Ramdarbar	Mini market, Near booth no. 30, Kabari Market Phase –II, Ind. Area	81/R	2127	57.37
165.	Ind. Area Ph-	Near Police Station, MW	87/R	2127	97.88

	I	(PH-1) Ind. Area, Chd.			
166.	Ind. Area Ph-I	Kabari Market, Ind. Area, near booth no. 13 & 14	7/R-1	2127	311.50
167.	Ind. Area Ph-I	Near grid Sub Station(near Shop No. 41&42, Kabari Market	182	10/1	31.50
168.	Vill.- Kajheri	Village Kajheri	100/1	2127	30.38
169.	Vill.- Badheri	Village Badheri	7-R	2605	312 .00
170.	Maloya	Near Bus Stand, Village Maloya	69/1	2127	30.38
171.	Maloya	Maloya (Panchyat Market)	7-R	2605	312.00
172.	Maloya	Near booth market shop no. 113 to 114 village-Maloya.	73	2127	13.38
173.	Dhanas	Market Dhanas	72/1	2127	96.18
174.	Manimajra	Backside of Fun Republic near Booth No. 732, MotorMarket	56/1	2127	31.50
175.	Manimajra	Govind Pura (Near Atta Chaki	57/1	2127	15.75
176.	Manimajra	Rehri Market Near Panna Sweets, Manimajra.	58/1	2127	28.87
177.	Manimajra	Near Maszid	7-R	2605	312 .00
178.	Manimajra	Modern Housing Complex (MainMarket)	59/1	2127	31.50
179.	Manimajra	Near Govt. High School, Pipliwala Town	60/1	2127	31.50
180.	Manimajra	Samadhi Gate	95/1	2127	13.50
181.	Manimajra	Near Post Office (Near SCO 296-97, Motor Market)	95/1	2127	13.50
182.	Manimajra	Shanti Nagar, (Gali No. 7)	62/1	2127	31.50
183.	Manimajra	Near Booth No. 807 (Motor Market)	63/1	2127	31.50
184.	Manimajra	Near Bus Stand	7-R	2605	312 .00
185.	Manimajra	Near SCO 816/A (Ladies Toilet),NAC	71/1	2127	15.75
186.	Manimajra	Near SCO 816/D (Gents Toilet), NAC	71/1	2127	15.75
187.	Manimajra	Near SCO 830/A (Ladies	71/1	2127	15.75

		Toilet), NAC			
188.	Manimajra	Near SCO 830/D Gents Toilet), NAC	71/1	2127	15.75
189.	Manimajra	Near SCO 855/A (Ladies Toilet),NAC	71/1	2127	15.75
190.	Manimajra	Near SCO 855/D (Gents Toilet), NAC	71/1	2127	15.75
191	MauliJagran	In Mauli Complex	97/1	2127	13.50
192	Sector 29-D	Adjoining of Semi-Industrial shops at steel market.	3-R1	916	26.25
193	Sector -38	Double Story Market, [Ground Floor]	92/1	2127	27.00
194	Sector -38	Double Story Market, First Floor]	92/1	2127	27.00
195	Sector-38(W)	Mini market.	1/1	978	13.50
196	Sector-40	Double Story Market, [Ground Floor]	92/1	2127	27.00
197	Sector-40	Double Story Market, First Floor]	92/1	2127	27.00
Total area of Advertisements					14436.05 sft.

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LIST OF EXISTING PUBLIC TOILET BLOCKS IN VARIOUS GREEN BELTS OF CHANDIGARH: (where refurbishment is required)

Sr. No.	Sector/ Village	Locations	Drg. No.	Job No.
1.	Sector-3	Bougainvillea Garden	AS/EXISTING	
2.	Sector-10	Leisure Valley Central (Fitness Trail Park)	151	29
3.	Sector-10	Leisure Valley	AS / EXISTING	
4.	Sector-15	Floral Garden	96	2127
5.	Sector-15	Green Belt near Rehri Market	67	2127
6.	Sector-16	Shanti Kunj	AS/EXISTING	
7.	Sector-16	Rose Garden, Matka Chowk	151	29
8.	Sector-16	Rose Garden (Kala Bhawan)	54R	29
9.	Sector-16	Rose Garden (Near Jhula)	151	29

10.	Sector-16	Rose Garden (Near 16-17 Light Point)	151	29
11.	Sector-18	Green Belt (Near Panchyat Bhawan)	67	2127
12.	Sector-18	Green Belt (Near 18-21 Dividing Road)	67	2127
13.	Sector-19	Green Belt (Back Side Church)	67	2127
14.	Sector-20	Green Belt (Sector-20 A&B)	67	2127
15.	Sector-21	Green Belt (Near Community Centre)	67	2127
16.	Sector-22	Green Belt (Near Subzi Mandi)	67	2127
17.	Sector-27	Green Belt (Sector- 27 C & D)	67	2127
18.	Sector-28	Green Belt (Sector- 28 C & D)	67	2127
19.	Sector-29	Green Belt (Sector- 29 C & D)	67	2127
20.	Sector-29	Green Belt (Sector- 29 A & B)	67	2127
21.	Sector-30	Green Belt Near CBI Office	67	2127
22.	Sector-31 A & B	Green Belt (Japanese Garden)		
23.	Sector- 31 C & D	Green Belt (Japanese Garden)		
24.	Sector-32	Green Belt (Near Nirman Theatre)	67	2127
25.	Sector-33	Terraced Garden		
26.	Sector-34	Green Belt, Sector-34	67	2127
27.	Sector-36	Fragrance Garden		
28.	Sector-37	Green Belt, Sector-37 (A & B)	67	2127
29.	Sector-37	Green Belt, Sector-37 (C & D)	67	2127
30.	Sector-38	Green Belt, Sector-38 (C & D)	67	2127
31.	Sector-38	Green Belt, Sector-38 (A & B)	67	2127
32.	Sector-38	Green Belt, Sector-38 (West)	67	2127
33.	Sector-39	Green Belt, Sector-39 (C & D)	67	2127
34.	Sector-40	Green Belt, Sector-40 (A & B)	66	2127

35.	Sector-40	Green Belt, Sector-40 (C & D)	67	2127
36.	Sector-41	Green Belt, Sector-41 (A & B)	67	2127
37.	Sector-41	Green Belt, Sector-41 (C & D)	67	2127
38.	Sector-42	Green Belt, Sector-42 (A & B)	67	2127
39.	Sector-46	Green Belt, Sector-46	67	2127
40.	Sector-47	Green Belt, Sector-47 (C & D)	67	2127
41.	Sector-47	In park , Sector-47 /D	67	2127
42.	Sector-48	Green Belt, Sector-48 (C & D)	67	2127
43.	Sector-48	Green Belt, Sector-48 (A & B)	67	2127
44.	Sector-49	Animal Park	107	2127
45.	Sector-49	Green Belt, Sector-49 (A & B)	67	2127
46.	Sector-51	Green Belt	67	2127
47.	Sector-56	Green Belt	67	2127
48.	Sukhna Lake	Sukhna Lake at (400 Mtrs.)	159-R	950
49.	Sukhna Lake	Sukhna Lake at (1600 Mtrs.)	159-R	950
50.	Ramdarbar	Green Belt, Ramdarbar	67	2127
51.	Palsora	Green Belt, Palsora	67	2127
52.	Manimajra	Shivalik Garden, Pocket No.7	65	2127
53	Manimajra	Children Park, Near Little Flower Public School	64	2127

SCHEDULE-V

PROJECT LOCATIONS OF NEW TOILETS TO BE CONSTRUCTED

NEW TOILETS TO BE CONSTRUCTED AT MARKET PLACES IN CHANDIGARH

Sr. No.	Sector/ Village	Locations	Drg. No.	Job No.	Advertisement Area (Sq. Feet)
1.	Sector-11	Toilet block in booths for Rehri workers	112/1	2265	31.50
2.	Sector-41/D	Near booth no. 65-[Market]	108	2127	59.74
3.	Sector-48	At Night food street	7-R	2605	312.00
TOTAL area of Advertisements					401.44 SQ. Feet

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LIST OF PROPOSED PUBLIC TOILET BLOCKS IN GREEN BELTS OF CHANDIGARH

(As per Drg. No. 67, Job No. 2127 issued vide C.A.U.T. no 2319 dated: 25.11.16)

Sr.No.	Sector/Village	Location
1	Sector-9	Jawahar Garden
2	Sector-15	Joggers Park
3	Sector-15	Cycas Palm, Sector-15
4	Sector-17	Green Belt near Football Stadium
5	Sector-17	Green Belt, GPO Sector-17
6	Sector-22	Nehru Park, Sector-22
7	Sector-23	Bulbus Garden, Sector-23
8	Sector-23	Green Belt near Bamboo Garden, Sector-23
9	Sector-24	Park, Sector-24/C
10	Sector-26	Green Belt, Sector-26 (Bapu Dham)

11	Sector-38(W)	Green Belt, Sector-38(W)
12	Sector-35	Green Belt, Sector-35(C & D)
13	Sector-42	Green Belt Near Shopping Centre, Sector-42
14	Sector-44	Green Belt, Sector-44(A & B)
15	Sector-44	Green Belt, Sector-44/C
16	Sector-47	Ram Mandir Park, Sector-47/D
17	Sector-50	Green Belt, Sector-50
18	Sector-51	Green Belt, Sector-51/D
19	Hallomajra	Green Belt in Hallomajra
20	Dadumajra	Theme Park, Dadumajra
21	Palsora	Green Belt in Palsora
22	Manimajra	Green Belt Near Khera Mandir, Indira Colony
23	Manimajra	Public Toilet Near Horticulture Store at Shivalik Garden (As per drg no: 65 job no:2319)
24	MauliJagran	Near Shiv Mandir, Mauli Jagaran Colony (Green Park)
25	MauliJagran	Green park behind Community Centre, Vikas Nagar

SCHEDULE VI

PROJECT SITES

(Public Toilets near completion in Green Belts)

LIST OF PUBLIC TOILET BLOCKS UNDER CONSTRUCTION (near completion) IN GREEN BELTS OF CHANDIGARH where no refurbishment is required.

(As per drg no: 367 job no: 2127)

Sr. No.	Sector/Village	Location
1.	Sector-2	Green Belt near H.No. 1-5
2.	Sector-7	Sector-7 (A & B)
3	Sector-7	Sector-7 near Arya Samaj Mandir
4	Sector-8	Green Belt, Sector-8 near H.No.139
5	Sector-8	Green Belt, Sector-8 near DAV School
6	Sector-9	Jawahar Garden
7	Sector-9	Green Belt, Sector-9 (A & B)
8	Sector-10	Green Belt, near H.No.571, Sector-10/C
9	Sector-15	Apani Mandi Ground/Park
10	Sector-20	Green Belt, Sector-20 (C & D)
11	Sector-21	Green Belt, Sector-21 (C & D)
12	Sector-21	Parrot Garden, Sector-21 (A & B)
13	Sector-22	Moonlit Park, Sector-22
14	Sector-23	Dream Park, Sector-23/D
15	Sector-24	Mini Rose Garden, Sector-24-A
16	Sector-24	Green Belt, Sector-24 (C & D)
17	Sector-26	Son Swing Park, Sector-26
18	Sector-36	Leisure Valley, Sector-36 (C & D)
19	Sector-39	Green Belt, Sector-39(A & B)
20	Sector-43	Green Belt, Sector-43(A & B)
21	Sector-44	Green Belt, Sector-44/D

22	Sector-45	Green Belt, Sector-45/D
23	Sector-45	Green Belt, Sector-45(C & D)
24	Sector-45	Green Belt Facing H.No. 105-113, Sector-45/A
25	Sector-46	Green Belt, Sector-46/D
26	Sector-47	Green Belt, Sector-47 (A & B)
27	Sector-48	Green Belt near Railway Station Society Sector-48, Chandigarh
28	Dhanas	Valley Park, Dhanas
29	Dadumajra	Palm Park, Dadumajra

SCHEDULE-VII

Project Architectural Drawings & Plans