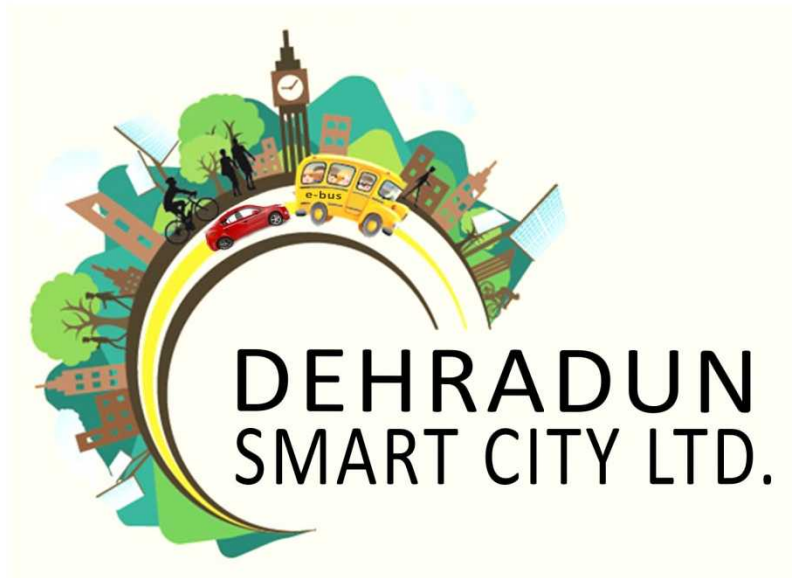


REQUEST FOR PROPOSAL

For

**Designing, Financing, Constructing/ Installing, Operating and
Maintaining of Interactive Bus Stop at various locations in
Dehradun City on Public Private Partnership (PPP) BOT mode
under “Smart City Mission”**



DEHRADUN SMART CITY LIMITED (DSCL)

**777, Saatvik Tower, Rajender Nagar, Kaulagarh Road,
Dehradun, 248001, Uttarakhand, India
Ph: 0135-270894, Fax: 0135-2750817**

Bid/Proposal Ref. No. 01/DSCL/19-20/PPP/IBS

Issued On: 01/07/2019

DISCLAIMER

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

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

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

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

REQUEST FOR PROPOSAL-IMPORTANT DATES

Sl. No.	Activity	Duration
1.	Bid/Proposal Reference	01/DSCL/19-20/PPP/IBS
2.	Availability of Bid/ RFP Documents	The RFP document for this work shall be available from website http://uktenders.gov.in from 01/07/2019 to 30/07/2019 up to 1000 Hours.
3.	Pre-Bid Meeting	09/07/2019 at 1100 Hours onwards. Bidder shall have to email their queries to agmproc-dscl@uk.gov.in on or before the pre-Bid meeting. Venue of Pre Bid Conference – Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, Fax: 0135-2750817
4.	Last date for down loading of Bid document from the E-procurement platform: http://uktenders.gov.in	30/07/2019 up to 1000 Hours. The scan copy of the RFP document fees (Non-Refundable), affidavit and Bid/Proposal Security shall be uploaded on the e-procurement website.
5.	Last date and time for Bid/ Proposal submission/ uploading of Bid/ Proposal in E-procurement platform	30/07/2019 up to 1500 Hours
6.	Submission of original documents i.e. RFP document Fees (Non-refundable), Bid/Proposal Security and Affidavit as per Section IV	30/07/2019 up to 1530 Hours Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, , Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
7.	Time and date of opening of Technical Bid/Proposal	The Bid/Proposal will be opened on line by the Authorized Officers on 30/07/2019 at 1600 Hours
8.	Date and time of opening of Financial Bid/Proposal	Shall be informed later to technically qualified Bidders
9.	Place of opening of Bid/Proposal and address for communication	Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, RajendraNager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 Email- smartcityddn@gmail.com

REQUEST FOR BID-IMPORTANT DATA

Bid/Proposal Ref. No.	01/DSCL/19-20/PPP/IBS	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	Designing, financing, constructing / installing, operating and maintaining of Interactive Bus Stops at various locations in Dehradun city on Public Private Partnership (PPP) (BOT mode) at designated locations under “Smart City Mission”.	
Bid/Proposal Type	<u>Public Private Partnership (PPP) Basis (BOT mode)</u>	
Bid/Proposal Currency	Single- Indian National Rupees (INR) Only	
Payment Details	Bid/Proposal validity period	180 days from the last date of Bid/Proposal submission
	Project Duration	Installation period – 6 Months Concession Period – 15 Years (after installation period)
	RFP Document Fee (Non-refundable)	INR 5900-/- (Indian Rupees Five Thousand Nine Hundred Only, including GST). In the form of demand draft drawn in favour of “Chief Executive Officer , Dehradun Smart City Limited , payable at Dehradun”
	Proposal/ Security	INR 30, 00, 000 /- (Indian Rupees Thirty Lakhs Only) in the form of FDR/TDR payable at Dehradun or an unconditional Bank Guarantee issued in favour of “Chief Executive Officer, Dehradun Smart City Limited’ .).
	Bid Security Validity	45 days beyond the validity of bids i.e. 180+45 days from the last date of submission of the proposal.
Addendum/Corrigendum	Any Addendum/Corrigendum will be published on website http://uktenders.gov.in only.	

CONTENTS OF RFP DOCUMENT

Section 1	Instructions to Bidders
Section II	Draft Concession Agreement
Section III	Project Information Memorandum

SECTION - I

INSTRUCTIONS TO BIDDERS

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1. Introduction

1.1 The Government of India has recently announced creation of 100 Smart Cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizen. Dehradun is one of the shortlisted cities for the Smart City initiative under Ministry of Urban Development, Government of India. Dehradun Smart City Limited (DSCL) is a Govt. Company for implementing the Smart City Mission at the city level. DSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

As a part of the Smart City Plan DSCL will like Construction, Operation and Maintenance of Smart Bus-Q-Shelters at various locations in on Built, Operate and Transfer (BOT) basis with Advertising Rights under PPP Mode at public places in City of Dehradun. This Bid will be essential for betterment of environment as the use of consumer's container would avoid the waste due to plastic / bottles.

Dehradun Smart City Limited (DSCL) intends to develop Interactive Bus Stop under Public Private Partnership (PPP) (BOT mode) in Dehradun, for an authorization lease period (the "Project") of fifteen years.

1.2 An Agreement will be drawn up between the Dehradun Smart City Limited (DSCL) (the "Concessing Authority"), and the Successful Bidder/ Concessionaire on basis ("the Concession Agreement").

1.3 A "Single Stage, Two Envelope" Bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current Bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions and other relevant documents (as per the formats provided in section-IV) would be opened and evaluated.

1.4 The RFP document contains information about the Project, Bidding process, Bid submission, qualification and Financial Bid requirements.

2. Project Background

The Dehradun Smart City Limited is engaged in the implementation of the Smart City Mission projects in Dehradun and as part of this endeavour, the Authority has decided to undertake Construction, Operation and Maintenance of Smart Bus-Q-Shelters at various locations in Dehradun on Built, Operate and Transfer (BOT) basis with Advertising Rights under PPP Mode

3. Locations for Interactive Bus Stops:

3.1 As described in the Project information memorandum, section – III Table 3.

4. Project Structure

4.1 The Concessionaire shall have the exclusive right, license to Develop/Install Interactive Bus Stop and Operation management and maintenance for the Concession Period. The Source of revenue to recoup its investments shall be the displaying advertisements at the proposed units.

4.2 The Concessionaire shall prepare a Project Report with design & specifications and pursuant to its approval, complete the project development of INTERACTIVE BUS STOP , within the stipulated Implementation Period of 6 (six) months.

5. End of the Concession Period

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

6. Scope of Work

6.1 The Successful Bidder/ Concessionaire shall be required to Setting up of the “INTERACTIVE BUS STOP including designing, financing, constructing/installing, operating and maintaining at public places through Public Private Partnership (PPP)(BOT mode) at designated locations under “Smart City Mission” at Dehradun City as per the details laid down in Section-III of this Bid document.

6.2 Bid Parameter:

As per the selection criteria, bidders are required to quote the consolidated concession fee for all the sites (details given in the RFP itself) for first year that it offers to pay to DSCL. **The total Concession fee for first year shall be the criterion for the selection of the Bidder.** Total amount of concession fee quoted by the bidder shall be escalated by 5% per year on cumulative basis and such escalated amount shall be payable for subsequent years. The criteria for selection of the bidder shall be the one who offers the highest concession fee for the first year which shall be payable to DSCL. The bidder shall quote only one figure as per the financial bid format which is to be uploaded online. Any ambiguity in respect of the quoted price by the bidder shall render the bid liable for rejection.

RFP for Interactive Bus Stops

The successful bidder shall have to pay the total concession fee for the respective year by seventh day of the commencement of the year. The first of such installment shall be payable w.e.f. 181st day from the date of signing of the concession agreement. The Concession period shall be 15 years from the date of successful installation period.

Quoting of negative CF amount is not permissible.

The number of IBS are at present as given in table 3.1 in section 2, but this number may increase or decrease as per the new road development and may decrease as and when required by the CEO, DSCL, Dehradun. For any increase or decrease in the number of IBS from the above stated figure of the concession fee shall be adjusted on proportionate basis. GST and all other applicable taxes shall be payable by the concessionaire at its own cost to the authorities concerned.

Only one figure of Concession fee is to be quoted for the financial offer. Quoting more than one figure will render the bid liable for rejection.

In case the highest bid being equal in respect of more than one bidder, on being called upon by DSCL, the financial offer shall be submitted again by such highest bidders to break the tie. The revised offer shall, however, not be lower than the originally quoted figure. Any revised offer lower than the original offer shall be liable to be rejected.

6.3 Income from advertisement display:

The Concessionaire may display commercial advertisement as specified in RFP documents on the Interactive Bus Stop only. There is no advertisement on the pole type stops. The advertisements to be displayed shall also require the prior approval from the Concessioning Authority. *The approval for the rights of the advertisement to the concessionaire from the authority shall be renewed before completion of every two years as per the rules under the Municipal Corporation Act.*

7. Eligibly of Bidder

A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 3.5 –or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In case of a JV;

- a) All partners shall be jointly and severally liable, and
- b) The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process in the event the JV is awarded the contract, during the contract executions
- c) JV shall be allowed with a maximum no. of 2 members including the lead member.
- d) The bidder shall not alter the composition of the JV till the completion of all the contractual obligations.
 - (i) A Bidder shall have the nationality of India.

RFP for Interactive Bus Stops

- (ii) A firm shall not be eligible to participate in any procurement activities under a Government-financed project while under sanction imposed by DSCL or Government of Uttarakhand. A bid from a sanctioned firm will be rejected.
- (iii) Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- (iv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- (v) In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to pre-qualified Bidders.
- (vi) Bidder should be registered in any State/Central Govt. organization.

8. General Terms and Conditions for Bid submission and Bid Evaluation**8.1 Instructions for Online Bid Submission**

- (i) Instructions to the Bidders to submit the bids online through the procurement portal for Procurement at <http://uktenders.gov.in>.
- (ii) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- (iii) Bidder should read each and every rules/regulations for uploading the bid on the e-procurement portal.
- (iv) Submission of Original Documents: The bidders are required to separately submit
 - a) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and
 - b) Original bid security in approved form;
 - c) Original affidavit regarding correctness of information furnished with bid document, in the office specified in the BDS, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document is not to be submitted.

8.2 The evaluation of the Bids will be completed in 4 Steps

- A. Step 1 – Opening of original documents containing the bid/proposal fees, bid/proposal security and Affidavit for correctness of Bid. The bidders qualifying the STEP-1 shall be eligible for the opening of the pre-qualification bids.
- B. Step 2 – Opening of pre-qualification bid: The pre-qualification bid shall be opened and evaluated. The bidders qualifying the STEP-2 shall be eligible for the opening of the technical bids.

RFP for Interactive Bus Stops

- C. Step 3 – Opening of Technical Bids and Technical Evaluation. The bidders qualifying the STEP-3 shall be eligible for the opening of the financial bids.
- D. Step 4 – Opening of Financial Bids of technically qualified Bidders
- E. The entire Bidding process has been explained elaborately in clause 10 of Section-I of this RFP document.
- F. The Successful Bidder shall be issued Letter of Award (LoA). After issuance of the LoA in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Award (LOA), the Successful Bidder shall submit the required Performance Security and enter into a Concession Agreement with DSCL within 30 (thirty) days from the date of issuance of the LoA.

8.3 Pre-Qualification criteria:

For demonstrating technical capability and experience, the applicant shall have.

- (i) Experience in the field of advertising in Integrated Bus Stop , malls, public places etc. for minimum Seven years for city of minimum population of 4 lakhs.
- (ii) Experience in Urban Infrastructure (design/ manufacture/construction/ operation and maintenance of projects such as Bus-Q-Shelters /Parking lots/ Street Furniture/ Commercial Area Development/ Transportation) for minimum Seven years.
- (iii) For demonstrating financial capability, the Bidder shall have (approved by CA):
- a) Minimum Net-Worth of INR 3.75crore (Three crore seventy five lakhs only) in the last audited financial year 2017-18 ending March 31, 2018).
- b) Minimum Annual Turnover of INR 15.00 (Fifteen Crores in last three Audited Financial Years i.e. FY 2015-16, 2016-17 and 2017-2018. In case of a Consortium, the Financial Capability of Lead member only shall be taken into consideration. The information shall be furnished as per Annexure-2 (Format for Financial Capability). Only those bidders who meet the eligibility criteria for pre-qualification as given above shall qualify for evaluation of technical proposals as per the marking system given in below. The Financial Bid of only those bidders who fulfill the technical qualification criteria shall be opened. The Financial Bid, which shall stipulate the concession fee along with other amounts that the bidder is willing to pay to DSCL as per the Financial Bid format.
- (iv) JV/Consortium – The lead firm shall have a minimum stake of 26% in the Consortium and maximum two No's of bidders are allowed for Joint venture.

Note: For evaluation of technical experience for pre-qualification, experience of any one member of the JV/consortium shall be required to fulfill the criteria. The information shall be furnished as per bid Forms.

8.4 MARKING SYSTEM

ITEMS	Maximum Marks
For demonstrating technical capacity and experience, organizational set up and experience in different cities of similar size i.e. more than 4 lakhs population. For upto 2 cities – 5 For more than 2 cities- 10	10
Technical details, designs & drawings of the bus shelter, as per the site requirement of Dehradun including advertisement design and concept. For giving basic design of the bus shelter - 20 For extra feature within the bus shelter -10 For unique innovative design-10	40
Placement drawing of Bus shelter on each proposed site, construction methodology & Schedule	20
Operation & maintenance Strategy	10
Revenue generation model & philosophy	10
Proposed Lighting system (conventional /solar powered)	10
Total	100

8.5 TECHNICAL EVALUATION

Technical proposals will be evaluated for their compliance of responsiveness to various bid requirements. DSCL will carry out a detailed evaluation of the Bids in order to determine whether the technical aspects are in accordance with requirements set forth in the Bid Documents. In order to reach such a determination, the DSCL will examine and compare the various technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- (i) Overall completeness and compliance and deviations from the DSCL requirements to the Proposal/conditions. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be categorized as non-responsive and shall be liable for rejection.
- (ii) Working methods and program demonstrating that how the Bidder will achieve the performance standards within the time frame. Each responsive Bid shall be given a

RFP for Interactive Bus Stops

technical score based on weight ages assigned to various parameters of technical proposal as given below. A proposal may be rejected at this stage if it is non-responsive or if it fails to achieve minimum technical score of 70 out of 100. Only those bidders, whose aggregate technical score is above stipulated minimum technical score, will be qualified for the opening of financial bids and evaluation thereof. DSCL shall notify to qualified bidders the outcome of technical evaluation. The financial proposal of those bidders who do not qualify the Pre-qualification cum technical evaluation shall be rejected and no claim in this regard shall be entertained.

9. Fee and Deposits to be paid by the Bidder**9.1 Bid/Proposal Security**

- (i) The Bid shall be accompanied by an initial Bid/Proposal Security for a value of INR 30.00 Lakhs (Indian Rupees Thirty Lakhs only) in any one of the following manners:
 - a) FDR/TDR or an irrevocable Bank Guarantee issued by a Nationalized Bank in favor of “Chief Executive officer , Dehradun Smart City Limited” and in the format given in Section-III; or
 - (ii) The Bid/Proposal Security shall be valid till 45 days beyond the Bid validity period of 180 days.
 - (iii) The Bid/Proposal Security of the Successful Bidder shall be returned after the signing of the Concession Agreement.
 - (iv) Any Bid/ Bid submitted without the Bid/Proposal Security in the form as specified in the RFP document shall be summarily rejected.
 - (v) The Bid/Proposal Security of Bidders whose Bid is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, shall be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Bid by DSCL to the Bidder. The Bid/Proposal Security shall be forfeited by DSCL, in the following cases:
 - a) If the Bidder withdraws his Bid/ Bid after Technical Bid opening and during the Bid Validity Period.
 - b) If the Successful Bidder fails within the specified time limit to sign the Concession Agreement.
 - c) If the Successful Bidder fails within the specified time limit to furnish the required Performance Security.

Note: The financial Bid of the technically qualified Bidder will be opened in the presence of Bidders who chose to attend. As per this RFP, the financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with DSCL per year will be marked H1 and subsequently H2, H3 etc. If two or more Bidder quoted same value of revenue sharing in financial Bid then the Bidder has maximum marks in technical evaluation will be declared H1. Bid/Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed with the Successful Bidder, and DSCL. The “Bid/Proposal Security” of the other Bidders would be returned within 60 (Sixty) day

RFP for Interactive Bus Stops

of opening of Financial Bids. The Bid/Proposal Security of the Successful Bidder shall be retained till the Concession Agreement is signed and shall be forfeited if he fails to deposit the requisite Performance Security within the stipulated time.

9.2 Performance Security

The Successful Bidder/ Concessionaire, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide a Performance Security of INR 75 Lakhs (Indian Rupees Seventy Five Lakhs Only) to DSCL within 30 (thirty) days of issuing of the Letter of Award from the DSCL in the format provided in section IV

9.3 Bids for Bidders

Bidder shall quote his Bid for all the locations of the INTERACTIVE BUS STOP mentioned in this RFP document. Quoting for optional location may lead to disqualification for the Bidder.

9.4 Bid Preparation and Cost

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

9.5 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the Project and Project sites and information/ data provided by DSCL in this RFP Document, when they submit the Bid. Interested Bidders are advised to visit and inspect the proposed sites at their own expense. Failure to investigate all the sites, where-upon the Interactive Bus Stops shall be constructed or their subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after submission of his Bids/Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project and its operation & maintenance for the entire concession period.

9.6 Validity of Bid

- 9.6.1 The Bid shall remain valid for a period not less than one hundred twenty (180) days from the due date of submission (Bid Validity Period). DSCL reserve the right to reject any Bid that does not meet this requirement. Validity of Bid shall be extended for a specified additional period at the request of DSCL.
- 9.6.2 A Bidder agreeing to the request will not be allowed to modify his Bid, but would be required to extend the validity of his Bid/Proposal Security for the period of extension.

RFP for Interactive Bus Stops

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

9.7 Right to Reject Bids

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

9.8 Misrepresentation / Fraud / Breach of Terms and Conditions

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

9.9 Disputes

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

10 Bidding Procedure and Schedule

10.1 General

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

10.2 Pre-Bid Meeting

10.2.1 A Pre bid/RFP Meeting shall be held on date time and venue specified in Bidding Schedule. Bidders requiring any clarification may send queries on email ID agmproc-dscl@uk.gov.in in the following format:

Sr. No.	Clause No.	Page No.	Query

10.2.2 The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of DSCL.

10.2.3 The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.

RFP for Interactive Bus Stops

- 10.2.4 Clarifications/responses would be shared by uploading the responses on <https://uktenders.gov.in> in the form of responses/addendum
- 10.2.5 It is advisable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, DSCL may not respond to questions or inquiries from any Bidder who did not attend the Pre-Bid Meeting on any pretext whatsoever.

10.3 Amendment of RFP

- 10.3.1 At any time prior to the Bid Due Date, DSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document through the issuance of Addenda.
- 10.3.2 In order to give the Bidders reasonable time to take an Addendum into account, or for any other reason, DSCL may, at its discretion, extend the Bid Due Date
- 10.3.3 DSCL, at its sole discretion, retains the right, but is not obliged, to extend the Bid Due Date by issuing an Addendum.
- 10.3.4 Any addendum issued hereunder will be in writing and may be uploaded on the website: <https://tenders.gov.in> only.

10.4 Preparation and submission of Bid

- 10.4.1 Bidders shall furnish the information strictly as per the formats given in this section (Form A to ...) of this document without any ambiguity. DSCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 10.4.2 All Bids shall be signed by the duly “Authorized Signatory” of the Bidder.
- 10.4.3 The Authorized Signatory shall initial the Bid on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Bid.
- 10.4.4 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid documents shall be dated.
- 10.4.5 Any firm which submits or participates in more than one Bid for the said Project shall be disqualified.
- 10.4.6 Only original Bid/Proposal Security, RFP document fees and Affidavit for Correctness of Bid has to be submitted within the stipulated timeline.

RFP for Interactive Bus Stops**10.5 Language and Currency**

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

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

10.6 Bidder's Responsibility

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

- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
 - I. The existing facilities and structures (if any), access roads and public utilities in the vicinity of the Project;
 - II. All other matters that might affect the Bidders performance under the terms of this RFP document, including all risks, costs, liabilities and contingencies associated with the Project.
 - III. DSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document shall be rejected.

10.7 Facility Visit

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

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

10.8 Document attached with Technical Bid

10.9 The Technical Bid uploaded shall contain the following documents:

- I. Relevant documents (like Certificate of Incorporation, audited financial statements for the financial year 2015-16,2016-17 & 2017-18 and evidence of experience like client certificate(s), satisfactory work order, satisfactory O&M

RFP for Interactive Bus Stops

certificate(s), details of financing arrangements etc.), confirming the “Technical Qualification Conditions” laid down in Clause 7 & 8;

- II. Letter of Application and Interest (As per Bid Forms...);
- III. G.S.T. Registration.
- IV. Copy of Pan card issued by income tax department with copy of income tax return for the last three financial year 2015-16, 2016-17, 2017-18
- V. General Information on the Bidder (As per Bid Forms....);
- VI. Power of Attorney of lead bidder for Signing of Application (as per Bid Forms....);
- VII. Affidavit of correctness of Bid/Proposal (As per Bid Forms.....);
- VIII. Copy of Bid/Proposal Security
- IX. JV deed for Joint Venture

10.10 Modification and Withdrawal of Bids

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

10.11 Opening of Bids

The Bids will be opened on line by the Authorized Officers of DSCL. The date for opening of Financial Bids shall be intimated in advance to the technically qualified Bidders.

10.11.1 DSCL reserves the right to reject any Bid, if

- i) It is not signed.
- ii) The information and documents have not been uploaded as requested and in the formats specified in the RFP.
- iii) There are inconsistencies between the uploaded Bid and the supporting documents.
- iv) It does not mention the Validity Period as set out in Clause 4.5.1(ii)
- v) There are conditions proposed with the Technical and/or Financial Bids.
- vi) It provides the information with material deviations.

Note: A material deviation or reservation is one:

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

10.12 Evaluation of Bids

The evaluation will be done in 4 Steps as explained below:

10.12.1 Step 1 – Opening of original documents containing the bid/proposal fees, bid/proposal security and Affidavit for correctness of Bid. The bidders qualifying the STEP-1 shall be eligible for the opening of the pre-qualification bids.

Step 2 – Opening of pre-qualification bid: The pre-qualification bid shall be opened and evaluated. The bidders qualifying the STEP-2 shall be eligible for the opening of the technical bids.

Step 3 – Opening of Technical Bids and Technical Evaluation. The bidders qualifying the STEP-3 shall be eligible for the opening of the financial bids.

Step 4 – The Financial Bids shall be downloaded and evaluated. The financial Bids of the technically qualified Bidders who will quote equivalent or more than minimum base value of INR 60, 000, 00-/ (Indian rupees sixty lakhs) for first year will be opened in the presence of Bidders who chose to attend. As per this RFP, the Financial Bid of all the technical qualified Bidders will be compared and the Bidder who has quoted the maximum revenue that they can share with DSCL per year will be marked H1 and subsequent Bidders as H2, H3 etc. Bid/Proposal Security of only H1, H2 & H3 Bidders would be retained till the Concession Agreement is signed between the Successful Bidder, and DSCL. The “Bid/Proposal Security” of the other Bidders would be returned within 60 (Sixty) day of opening of Financial Bids. DSCL would have the right to review the Bids and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Bid would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional Bid as specified earlier.

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

10.12.3 Financial Bids of Bidders who do not qualify the Step-3 of evaluation shall not be opened.

11 Confidentiality

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

12 Code of Integrity

Any person participating in the procurement process shall, -

RFP for Interactive Bus Stops

- 1) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- 2) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 3) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- 4) Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- 5) Impairing or harming or threatening to indulge in any coercion including to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 6) Not obstruct any investigation or audit of a procurement process;
- 7) Disclose conflict of interest, if any; and
- 8) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.

13 Conflict of Interest:

- 1) A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in this Bidding process if, including but not limited to:
 - 2) Have controlling partner's/ shareholders in common; or
 - 3) Receive or have received any direct or in direct subsidy from any of them; or
 - 4) Have the same legal representative for purposes of this Bid; or
 - 5) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
 - 6) The Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - 7) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or
 - 8) The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.

14 Acceptance of the Bid

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

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- 4) In this event, DSCL shall forfeit the Bid/Proposal Security of the Successful Bidder.

15 Execution of Concession Agreement

- 1) The Successful Bidder is required to sign the Concession Agreement within 30 (thirty) days from the issuance of the LoA but prior to signing of the Concession Agreement, the Successful Bidder/ Concessionaire must submit the required Performance Security within the specified time.
- 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.
- 3) In case of failure to sign the Concession Agreement within the stipulated time, DSCL shall retain the right to cancel the LoA and forfeit the Successful Bidders Bid/Proposal Security and any other amount deposited till that time without being liable in any manner whatsoever to the Successful Bidder.

16 Bid of other Bidders

- 1) DSCL shall return the Bid/Proposal Security received from the Bidders who have not qualified in Step-I of the evaluation, within 60 (Sixty) days of opening of the Technical Bid/ Bid. The Bid/Proposal Security shall be returned without payment of any interest.
- 2) Bid/Proposal Security received from all the short listed Bidders after Step-II of evaluation (except H1, H2 and H3) shall be returned within 60 (Sixty) days from the date of opening of Financial Bid, and returned thereafter, without payment of any interest.

BID FORMS

Bidders shall furnish the information strictly as per the formats given in this section (Form A to I) of this document without any ambiguity



A. Letter of Technical Proposal

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

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

Date:

Sub: Setting up of Interactive Bus Stops including Designing, financing, constructing / installing, operating and maintaining for fifteen years at various locations in Dehradun City on Public Private Partnership (PPP)(BOT mode) under “Smart City Mission” .

Sir,

1. Being duly authorized to represent and act for and on behalf of.....
..... (Hereinafter referred to as “the applicant”), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a Bidder for “Setting up of Interactive Bus Stops including Designing, financing, constructing / installing, operating and maintaining for fifteen years at various locations in Dehradun City on Public Private Partnership (PPP)(BOT mode) under “Smart City Mission” according to the terms & conditions of the RFP Document issued by DSCL.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid/Proposal Security is enclosed in the Envelope 1 marked “Bid/Proposal Security deposit”.
4. DSCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. DSCL and its authorized representatives may contact the following persons for any further information:
Name of the person (s):
Address:.....
Phone:
Fax:
6. This application is made with full understanding that:



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- (a) DSCL reserve the right to reject or accept any Bid/ Proposal, cancel the bidding process, and / or reject all Bids.
- (b) DSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP document and Project related Information as required for the Proposal. We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our Proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the DSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DSCL. We agree that, without prejudice to any other right or remedy, DSCL shall be at liberty to forfeit the said Bid/Proposal Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder:

Place:

B. General Information on Bidder's Organization

1. (a) Name:

(b) Address :

(c) Address of the corporate headquarters and its branch office(s), if any, in India :

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

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation:

Place:

Date:

To be enclosed:

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



C. Format for Financial Information of Bidder's Organization

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

To

Date:

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

Sub: “Setting up of Interactive Bus Stops including Designing, financing, constructing / installing, operating and maintaining for fifteen years at various locations in Dehradun City on Public Private Partnership (PPP) under “Smart City Mission”

Sir,

We hereby submit our Financial Information for the captioned project.

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

Note: To be certified by Statutory Auditor/ Chartered Accountant.

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

Date:

Place:



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D. Format for Completed Project and Operation & Maintenance Experience in similar nature during last Five Year

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

To

Date:

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

Sub: “Setting up of Interactive Bus Stops including Designing, financing, constructing / installing, operating and maintaining for fifteen years at various locations in Dehradun City on Public Private Partnership (PPP)(BOT mode) under “Smart City Mission”

Sir,

We hereby submit our project experience for the captioned project.

Table-1

S. No	Description of Project/ Scope of Work	Details of IBS installed , developed & commissioned & Operation and maintenance	Name of the Client	Contract Period	Project Value (Rs in Lakh)
1					
2					
3					
4					
5					

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

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:

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

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

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

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

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

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:



F. Affidavit

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

I..... S/o, Resident of the
..... (Insert designation) of the (Insert name of the Bidder), do solemnly affirm and state as under:

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

VERIFICATION:

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

Verified at, on this day of....., 2019.



G. Format for Power of Attorney for Signing of Proposal
(To be given by the Bidder on Non-judicial Stamp Paper of Rs. 100/-)

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

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

For.....

Accepted.....

(Signature)

(Name, Title and address) of the Attorney

Note:

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

H. Format for Bid/Proposal Security (Bank Guarantee)

(To be valid for 225 days from the Proposal Due Date)



UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.:..... **Dated:**

Issuer of Bank Guarantee:

(Name of the Bank)
(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Dehradun Smart City Limited (DSCL)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

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

Operative part of the Bank Guarantee:

1. At the request of the _____ (name & address of the Bidder), we _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the DSCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. _____ (in words), such sum being payable by us to the DSCL immediately upon receipt of first written demand from DSCL.
2. We unconditionally and irrevocably undertake to pay to the DSCL on an immediate basis, upon receipt of first written demand from the DSCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the DSCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ Only).
3. We hereby waive the necessity of the DSCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the DSCL that the DSCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the DSCL by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the DSCL.



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6. We unconditionally and irrevocably undertake to pay to the DSCL, any amount so demanded not exceeding Rs..... (Rupees Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the DSCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until----- (205 days from the Proposal Due Date).

Notwithstanding any contained herein:

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

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

Authorized Signatory
(For Bank)



I. Format for Financial Proposals

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

SECTION II

DRAFT CONCESSION AGREEMENT(DCA) FOR DESIGN,CONSTRUCTION, OPERATION AND MAINTENANCE OF INTERACTIVE BUS STOPS AT VARIOUS LOCATIONS IN DEHRADUN CITY ON PUBLIC PRIVATE PARTNERSHIP (PPP) (BOT MODE)



DRAFT CONCESSION AGREEMENT

Draft Concession Agreement between DSCL, Government of Uttarakhand (“DSCL”) acting Through _____ (designation of authorized officer) and _____ (Concessionaire) For Construction, Operation And Maintenance of Interactive Bus Stops at various locations in Dehradun on **Design, Build,** Operate And Transfer (DBOT) basis with Advertising Rights under PPP Mode.

This CONCESSION AGREEMENT made on this ----- (insert date) day of -----(insert Month), ----- (insert year) at -----(insert place of execution),

BETWEEN

DSCL, Government of Uttarakhand, having its registered office at 777 Satvik tower, Rajendra nagar, Kaulagarh road Dehradun– 248001, hereinafter referred to as “the Concessioneing Authority” or “DSCL” which expression shall unless repugnant to the context include the successors and assigns, on the one part

AND

-----, (name of the Successful Bidder), having its registered office at _____, hereinafter referred to as “Concessionaire” which expression shall unless repugnant to the context include the successors and permitted assigns, on the other part.

WHEREAS,

- A. IBS project is initiated as a part of the duties and responsibilities of DSCL. DSCL with an objective of providing IBS services including O&M of the shelters and subsequently invited proposals, through a competitive bid process from eligible parties for implementing the Project. In response thereto, DSCL received proposals from several parties including the Concessionaire for implementing the Project.
- B. Pursuant thereto, after evaluating the aforesaid proposals, DSCL accepted the proposal submitted by the Concessionaire and issued Letter of Acceptance No. (Insert Letter No.) Dated _____ to the Concessionaire requesting the Concessionaire to execute the Concession Agreement, which the Concessionaire has acknowledged by its Letter No. _____ Dated _____
- C. The Parties hereto are required to enter into the Concession Agreement, being these presents, to record the terms, conditions and covenants of the Concession.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

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

“Additional Cost” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure.

“Agreement” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Concessionaire.

“Applicable Permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Project during the subsistence of this Agreement.

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

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

“Assured Number of Bus Shelter sites” shall mean the assured number of sites.

“Authorization” means any approval, consent, exemption, filling, license, authorization, permit, registration or waiver, and any renewal or variation of any of them howsoever described, necessary to fulfill obligations of the Concessionaire under this Agreement.

“Authorized Representative” means, in respect of a Party, any person designated (whether by same or as the holder of a specified position or office) as such by such Party by notice in writing given to the other Party including, in the case of a person designated by name, a specimen signature of that person certified by the Party issuing the notice;

“Book Value” means the value of the capital expenditure incurred on the Project as per the books of the Concessionaire, net of depreciation charged on the basis of straight line method and amortized equally over the Operations Period, duly verified and certified by an independent auditor in accordance with IGAAP.

"Change in Law" shall have the meaning ascribed thereto in Clause 7.6.

"COD" or **"Commercial Operations Date"** shall mean the date on which the Project Engineer/ Officer Authorised by CEO, DSCL, Dehradun has issued the Provisional Completion Certificate or the Completion Certificate for the structures, in accordance with the provisions of this Agreement.

"Completion Certificate" shall mean the certificate issued by Project Engineer certifying, that:

- i. The Concessionaire has constructed the IBS Facility in accordance with the Construction Requirements; and
- ii. The Concessionaire has obtained all approvals necessary for commercial operations of the Project Facility.

"Concession" shall have the meaning ascribed thereto in relevant Clause this Agreement.

"Concession Period" shall have the meaning ascribed thereto in Clauses of this CA.

"Concessionaire's Equipment" means all machinery, equipment, apparatus and other things (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects, but does not include Plant, Materials, or other things intended to form or forming part of the Project.

"Consortium"¹ shall mean the consortium consisting of (i) and (ii) formed/acting pursuant to the Memorandum of Understanding dated entered into by them, for the purpose of submitting their proposal for undertaking the Project through M/s, a special purpose company formed and incorporated by them in India.

"Construction Documents" means all approved plans, manuals, drawings (including as built drawings), calculations, computer software (programs), samples, patterns and models prepared and used for construction of Project Facility.

"Construction Period" shall mean the duration of construction of Project Facilities commencing from the Appointed Date to the date of issue of Completion Certificate.

"Construction Works" shall mean all works and things required to be undertaken by the Concessionaire in accordance with the Construction Requirements.

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

"Cure Period" shall have the meaning ascribed thereto in Clause 8.2(a)(iii) of this Agreement.



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“Dehradun” means the whole urban area falling within the jurisdiction of the DSCL as per the Government of Uttarakhand and its notifications from time to time

“DSCL” shall mean Dehradun Smart City Limited.

“Drawings” shall mean all of the drawings including working drawings for the Project Facility, designs, calculations and documents pertaining to the Project in accordance with the Construction and O&M Requirements and shall also include the Drawings as approved.

¹ In case the successful bidder is a Consortium

“Emergency” shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility .

“Employer” shall mean Dehradun Smart City Limited or DSCL and any of its officer, men, agents, servants, directors, managers, consultant and sub consultants as has been referred throughout this document

“Environmental Laws” means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974 and any other central, state or local law, regulation, rule, ordinance or order from government:

- i. the existence, cleanup and/or remedy of contamination on real property;
- ii. the emission or discharge of hazardous substances into the environment;
- iii. the control of hazardous substances; or
- iv. the use, generation, transport, treatment, storage, disposal, removal or recovery of hazardous substances, including building materials;

“Financing Documents” shall mean collectively the documents evidencing Lender’s commitment to finance the Project.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

“Force Majeure” or **“Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 7.

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“Good Industry Practice” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Site or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“IBS” Shall mean “Interactive Bus Stops”

“Lenders” shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who provide funds to the Concessionaire for financing the cost of construction of the Project Facility or any part thereof.

“Materials” means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Concessionaire, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.

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

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

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities.

“Operations Period” shall mean the period commencing from COD and ending at the expiry of the Concession /Termination.

“Parties” shall mean the parties to this Agreement and

“Party” shall mean either of them, as the context may admit or require.

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with relevant Clause.

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

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"Plant" means machinery and apparatus intended to form or forming part of the Permanent Works, including the supply-only items (if any) which are to be supplied by the Concessionaire as specified in the Agreement.

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

"Project" shall mean design, financing, construction, operation and maintenance of Project at Project Site/ Interactive Bus Stops in accordance with the provisions of this Agreement.

"Project Agreements" shall mean collectively this Agreement, O&M Contract, and any other material contract (other than Financing Documents) entered into or may hereafter be entered into by the Concessionaire in connection with the Project.

"Project Assets" shall mean the Project Structure/ fixtures/ equipments used during the Concession Period for the Project.

"Project Equipments" shall mean all the equipments related to IBS including litter bins, containers or any other required for proper/ attractive/ useful shelter for the Project in accordance with provisions of this Agreement

"Project Engineer/ designated officer" shall mean the person appointed by the Employer and responsible for supervising the execution of the Works and administering the Contract and all acts incidental as well as consequential for the proper execution of the work for which he is appointed by the employer in accordance with the terms and conditions of such appointment and who shall be treated as the Engineer-In-Charge for the purposes of this project.

"Royalty Fee/Concession Fee" shall mean the amounts payable by the Concessionaire to DSCL in accordance with agreement and as quoted by the Bidder in its Financial Proposal.

"Royalty Fee Rate" shall mean the amount payable by the Concessionaire to DSCL per IBS wise.

"Rupees" or "Rs." refers to the lawful currency of the Republic of India.

"SPCD" or "Scheduled Project Completion Date" shall mean the duration of this agreement including the implementation and concession period.

"SBI PLR" shall mean prime lending rate of State Bank of India.

"Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law.

"Temporary Works" means all temporary works of every kind (other than Concessionaire's Equipment) required for the execution and completion of the Works and the remedying of any defects.

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“Termination” shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

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

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Tests” shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and if not expressly specified in either of the said requirements, as instructed by the Project Engineer, in accordance with this Agreement.

Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;
- h. any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).
- i. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub- articles, clauses and Schedules of or to this Agreement;
- k. any agreement, consent, approval, authorisation, notice, communication, information or



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report required under or pursuant to this Agreement from or by any Party or by Project Engineer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or Project Engineer in this behalf and not otherwise;

- l. references to “Construction” includes investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental thereto
- m. 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 or liquidated damages (the “Damages”)

ARTICLE 2 - CONCESSION

2.1 GRANT OF CONCESSION

Subject to and in accordance with the terms and covenants set forth in this Agreement, the Concessions Authority hereby grants and authorizes the Concessionaire to design, engineer, procure, finance and construct the Interactive Bus Stop Facility, to operate and maintain the Project Facility and to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement, (the “Concession”).

2.2 CONCESSION PERIOD

The Concession hereby granted is for a period of 15 (Fifteen) years from the Appointed Date inclusive of the Construction Period. (Hereinafter referred to as the “Concession Period”) Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

2.3 ACCEPTANCE OF CONCESSION

In consideration of DSCL agreeing to permit the Concessionaire to receive User Charges, and any other amounts, and the rights, privileges and benefits conferred upon by the Concessions Authority and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

ARTICLE 3 - PROJECT SITE

3.1 HANDOVER OF PROJECT SITE

- a. DSCL shall, within of 15 (fifteen) days from the Appointed Date, handover to the Concessionaire, vacant and peaceful physical possession of the Project Sites for bus shelters for the purpose of the Construction, operation & maintenance of Interactive Bus Stop
- b. Upon the Project Site being handed over pursuant to the preceding Clause (a), the Concessionaire shall, subject to the provisions of Article 4, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

3.2 RIGHTS, TITLE AND USE OF THE PROJECT SITE

- a. The Concessionaire shall have the right to the use of Project Site in accordance with the provisions of this Agreement and for this purpose it may regulate the entry and use of the same by third parties.
- b. The Project Sites including the Project Facility developed thereon belongs to DSCL and shall continue to be the property of DSCL.
- c. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site, save and except as set forth and permitted under this Agreement.
- d. The Concessionaire shall not without the prior written approval of DSCL use the Project Facility for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- e. The Concessionaire shall allow access to and use of the Project Site for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as DSCL may specify. Provided that such access or use shall not result in a Material Adverse Effect and that DSCL shall, in the event of any physical damage to the Project Site/ Bus shelter Facility/ on account thereof, ensure that the Project Site/ Project Facility is promptly restored at its cost and expenses. Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.
- f. The Concessionaire shall be at liberty to:
 - i. demolish the existing structures within the Project Site subject to adherence to Project Requirements, Applicable Laws and Applicable Permits, and
 - ii. use, sell or dispose in accordance with Applicable Laws and Applicable Permits, the material obtained as a result of demolition under clause(i) above.

3.3 PEACEFUL POSSESSION

DSCL, as Concessioneing Authority, hereby warrants that:

- a. The Project Site together with the necessary right of way:
 - i. has been acquired through the due process of law
 - ii. belongs to and is vested in DSCL and that DSCL has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation/ resettlement or land acquisition of any Persons affected thereby.
- b. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site or part thereof until expiry of the Concession Period/ completion of Handback Requirements. In the event, the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Project Site or any part thereof, DSCL shall, if called upon by the Concessionaire, defend such claims and proceedings and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

3.4 APPLICABLE PERMITS

The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as is consistent with the requirements of the Project.

ARTICLE 4 - CONCESSIONAIRE'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

4.1 PERFORMANCE SECURITY

- a. The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to DSCL, simultaneously with the execution of this Agreement, a FDR from a scheduled bank acceptable to DSCL, ("Performance Security") for a sum of INR. 7500000/- (Indian Rupees Seventy Five Lakhs only). Till such time the Concessionaire provides to Concessioneing Authority the Performance Security pursuant hereto, the Bid Security shall remain in full force and effect. The Performance Security, if in the form of a bank guarantee shall be valid for an initial period of 36 (thirty six) months and shall be renewed 30 (thirty) Days prior to expiry of each year, for an additional term of 36 (thirty six) months. It is clarified that the Concessionaire shall be liable to restore the Performance Security to the full amount in case of part encashment of the same by the Concessioneing Authority. This shall be done within 30 (thirty) Days of any such part encashment. Failure of the Concessionaire to provide a valid Performance Security and/or restore and maintain the Performance Security in accordance with this clause shall entitle the Concessioneing Authority to forthwith terminate this Agreement and also if relevant, to forfeit the Bid Security.
- b. The Performance Security shall be kept valid for throughout the Concession Period from the Appointed Date. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to DSCL's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

4.2 FINANCING ARRANGEMENT

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

4.3 DRAWINGS

- a) Preparation of Drawings
 - i. The Concessionaire may, subject to the Construction Requirements, adopt with or without modifications the Drawings made available by DSCL in Annexure 1 or adopt its own Drawings. Provided that, the Concessionaire shall in any event be solely responsible for the adequacy of the Drawings.
 - ii. If the Concessionaire proposes any modifications to the Drawings made available by DSCL or submits alternate Drawings or Drawings in respect of any item for which no Drawings are made available by DSCL, the same shall be subject to review by the Project Engineer as hereinafter provided in Clause (b) below.

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b) Review of Drawings

- iii. The Concessionaire shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the Drawings to the Project Engineer and DSCL.
- iv. By forwarding the Drawings to the Project Engineer and DSCL pursuant to the preceding sub-clause (i), the Concessionaire shall be deemed to have represented that it has verified and determined that the Drawings forwarded are in conformity with the Construction Requirements.
- v. Within 15 days of receipt of the Drawings, the Project Engineer shall review the same taking into account, inter alia, comments of DSCL, if any, thereon, and convey its comments/ observations to the Concessionaire on the conformity of Drawings with Construction Requirements. If the comments/ observations of the Project Engineer indicate that the Drawings are not in conformity with the Construction Requirements, such Drawings shall be revised by the Concessionaire to the extent necessary and resubmitted to Project Engineer for further review. The Project Engineer shall give its observations and comments, if any, within 15 days of receipt of such revised Drawings, which shall be taken into account by the Concessionaire while finalising the Drawings.
- vi. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from DSCL.
- vii. The Concessionaire shall in consultation with the Project Engineer/ Authorised officer finalise an Implementation Schedule for the Project in accordance with the Construction Requirements.
- viii. Within 30 days of issue of the Completion Certificate or Provisional Completion Certificate, as the case may be, the Concessionaire shall furnish to DSCL three copies of "as built" Drawings of the Construction Works which have been completed as on COD, in a manner as set out in Construction Requirements.

4.4 PROJECT IMPLEMENTATION

- a. Unless otherwise permitted by DSCL, no Construction Works shall begin until the Project Engineer approves it.
- b. The Concessionaire shall within 10 (ten) days from the Appointed Date submit to the DSCL/ Project Engineer the Implementation Plan for execution of the Construction Works and shall adhere to the same.
- c. The Concessionaire shall submit such documents and reports as are reasonably required by the DSCL/ Project Engineer for issue of the Completion Certificate.
- d. The Concessionaire shall get the Drawings approved by competent authority and as per Applicable Laws.
- e. The Concessionaire shall make his own arrangements for adequate and timely supply of electricity, water and other utilities required for execution of the Construction Works and

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DSCL shall be in no way responsible for the same.

- f. During Construction Period, the Concessionaire shall be responsible for keeping unauthorized persons off Project Site, and authorized persons shall be limited to the employees of the Concessionaire, employees of his subcontractor and persons authorized by DSCL or Project Engineer.
- g. The Concessionaire shall adhere to Construction Requirements; achieve COD on or before the SPCD. Provided that, on the written request by the Concessionaire for extension of time, DSCL may consider such a request. However, such extension shall in no case exceed six months from SPCD. In the event Concessionaire is not able to achieve COD within such extended period, it shall be deemed a Concessionaire Event of Default under Clause 8.1(a).
- h. The Concessionaire may undertake Construction Works by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the Construction Requirements.
- i. The Concessionaire shall, before commencement of Construction Works; have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with the Project Engineer/ DSCL and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - i. Provide and maintain a reasonably furnished site office accommodation for the Project Engineer, at the Project Site.
 - j. For the purposes of determining that Construction Works are being undertaken in accordance with the Construction/ Fabrication Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DSCL/ Project Engineer and such Tests shall be carried out under the supervision of the Project Engineer. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- k. If the Tests are successful and the IBS Facility can be safely and reliably opened for operation, the DSCL/ Project Engineer shall issue the Completion Certificate within 7 days of the completion of such Tests.

4.5 OPERATION AND MAINTENANCE

- a. The Concessionaire shall operate and maintain the IBS Facility in accordance with the O&M Requirements.
- b. The Concessionaire may undertake operations and maintenance of the Project Facility by itself or through a Contractor possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements.
- c. The Concessionaire shall, during the Operations Period :
 - i. shall have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with the Project

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Engineer/ DSCL and to be responsible for all necessary exchange of information required pursuant to this Agreement;

- ii. shall, for the purposes of determining that the BS/ Project Facility is being maintained in accordance with the O&M Requirements, the Concessionaire shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the DSCL/ Project Engineer and such Tests shall be carried out under the supervision of the Project Engineer. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
- d. In the event the Concessionaire has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Project Engineer/DSCL (“Notice to Remedy”), DSCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facility at the risk and cost of the Concessionaire. The Concessionaire shall reimburse one and half times the costs incurred by DSCL on account of such repair and maintenance within fifteen (15) days of receipt of DSCL’s claim therefor.
- e. The Concessionaire shall be deemed to be in material breach of O&M Requirements, if DSCL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire,
 - i. the maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
 - ii. there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facility or any part thereof is not safe for operations;

For avoidance of doubt, persistent breach shall mean:

- I. any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the DSCL;
- II. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the DSCL requiring the Concessionaire to remedy a breach, and
- III. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

Upon occurrence of Material Breach of O&M Requirements, DSCL shall, without prejudice to and notwithstanding any other consequences provided therefor under this Agreement, be entitled to terminate this Agreement.

- f. No demolition/ removal of structure shall be allowed during the last five (5) years of the Concession Period, unless specifically approved by DSCL.

4.6 INSURANCE

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a) Construction Period

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances in respect of the Project Facility in accordance with the Good Industry Practice.

b) Operations Period

The Concessionaire shall at its cost and expense, purchase and maintain by reinstatement or otherwise, for the Operations Period, insurance against:

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

c) Evidence of Insurance

The Concessionaire shall maintain a register of entry in order of premium paid towards the Project Facility and proof of payments made shall be submitted to DSCL whenever requested for.

d) Validity of Insurance

The Concessionaire shall, from time to time, promptly pay insurance premium, keep the insurance policies in force and valid throughout the Concession Period. The insurance policy shall not be cancelled or terminated unless 60 days' clear notice of cancellation is provided to DSCL in writing. If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, DSCL may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by DSCL thereof shall be reimbursed by the Concessionaire to DSCL together with interest thereon at 5% (five) percent over SBI PLR from the date the respective sums were incurred by DSCL, within 7 (seven) days from the receipt of claim in respect thereof made by DSCL.

e) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facility or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Concessionaire. The Concessionaire shall carry out such repair, renovation, restoration or reinstatement to the extent possible in such manner that the Project Facility after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

f) Un-insurable Risks

If during the Concession Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/reinstated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

4.7 ENVIRONMENTAL COMPLIANCE

The Concessionaire shall, ensure that all aspects of the Project Facility during the Concession Period and processes employed in the construction, operation and maintenance conform to the laws pertaining to environment, health and safety aspects. Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the competent authority or any other similarly empowered Government Agency and for this purpose shall carry out the necessary studies and implement appropriate management plans in respect of the Project Facility.

4.8 PROJECT VEHICLES / EQUIPMENTS

4.8.1 Concessionaire shall procure the Equipments in accordance with the specification. The Concessionaire shall operate and maintain all the IBS structure and Project Equipments in accordance with the O&M Plan and Good Industry Practice throughout the Concession Period.

4.8.2 The DSCL/Project Engineer shall certify that all the facilities and Equipments purchased by the Concessionaire are as per the specifications provided in this Agreement.

4.8.3 In case the DSCL/ Project Engineer certifies that any IBS or Project Equipments procured are not as per the specifications provided in this Agreement the same shall be intimated to DSCL within 15 days from the date of issue of Certificate.

4.8.4 In case the IBS Project or Project Equipments are not meeting the specifications as per this Agreement, DSCL shall send a notice to the Concessionaire to replace those Project Vehicles or Project Equipments.

4.8.5 In case the Concessionaire does not replace those facilities or Project Equipments, DSCL may at its sole discretion replace the Project facilities or Project Equipments not meeting the specifications as per this Agreement and the Concessionaire shall reimburse to DSCL the cost incurred by DSCL to replace the Project facilities or Project Equipments.

4.8.6 Procurement Committee

4.8.6.1 A Procurement Committee shall be formed to monitor the procurement of Project Assets. The Procurement Committee shall include The Chief Executive Officer, DSCL and Finance Officer and any other member nominated by Chief Executive Officer, DSCL.

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4.9 THE CONCESSIONAIRE SHALL:

- a. Collect revenue for Advertisement with Municipal Limit with Good Industry Practices
- b. Collect revenue for any extra facility.
- c. The Concessionaire shall not be allowed to collect and or receive fees/ charges from outside the Dehradun Municipal Limits without the prior permission from DSCL.
- d. Operate and maintain all Project Assets, Project Structure and Project facilities as per O&M Plan and Good Industry Practices
- e. Employ human resources for forming its obligations under this agreement
- f. Encourage proper use of IBS through awareness campaigns and training programmes or other such activities as deemed fit. The cost for such activities shall be borne by the Concessionaire;

4.10 TRAINING

- 4.10.1 In the event of Termination or expiry of the Agreement, the Concessionaire shall make best efforts to provide or cause to be provided such training to the employees of DSCL as may be required for DSCL or any authority of Government of Uttarakhand to continue to operate and maintain the Project Facilities after the Termination / expiry.

4.11 SHAREHOLDING²

- 4.11.1 The Concessionaire shall ensure that M/s_____³ holds not less than 26% of the paid up share capital of the Special Purpose Vehicle for the first five (5) years of the Concession Period.

4.12 INDEMNITY BY CONCESSIONAIRE

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

4.13 GENERAL OBLIGATIONS

The Concessionaire shall at its own cost and expense:

- a. investigate, study, design, construct, operate and maintain the IBS/ Project Facility in accordance with the provisions hereof;
- b. obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c. comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- d. ensure and procure that each Project Agreement contains provisions that would entitle DSCL or a nominee of DSCL to step into the same at DSCL's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement ;
- e. procure and maintain in full force and effect, as necessary, appropriate proprietary rights,

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licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project ;

- f. appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- g. make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies DSCL against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall DSCL be treated as employer in this regard;
- h. make its own arrangements for construction materials and observe and fulfil other requirements under the Applicable Law and Applicable Permits;
- i. be responsible for all the health, security, environment and safety aspects of the BS/ Project Site/Project Facility, as the case may be, at all times during the Concession Period;
- j. ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- k. upon receipt of a request thereof, afford access to the Project Facility to the authorised representatives of DSCL for the purpose of DSCL retaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions.
- l. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period.
- m. Make its own arrangements for the engagement of the employees and labour engaged for execution of the Construction Work.
- n. keep on the Project Office two complete sets of this Agreement, Construction Documents, approvals given by the DSCL/ Project Engineer and any other communication given or issued under provisions hereof for inspection, verification and use by the DSCL/ Project Engineer or any authority authorized by law to inspect the same or any of them.
- o. Provide and maintain all necessary accommodation and welfare facilities for its staff and labour. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Construction Works.
- p. Take precautions to ensure the health and safety of its staff and labour.

² Only where the Concessionaire forms a Special Purpose Vehicle for the implementation of the Project

³ Name of the Lead Member (in case of Consortium) or the selected Bidder (in case the selected Bidder is a single entity)

- q. Employ adequate number of appropriately qualified, skilled and experienced persons in order

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to execute the Construction Works. The Project Engineer may require the Concessionaire to remove any person employed on the Project Site or Construction Works, who in the opinion of the Project Engineer:

- i. persists in any misconduct,
 - ii. is incompetent or negligent in the performance of his duties,
 - iii. fails to conform with any provisions of the Agreement, or
 - iv. Persists in any conduct which is prejudicial to safety, health, or the protection of the environment. The Concessionaire shall in such cases appoint suitable replacement/s.
- r. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staff and labour and to preserve peace and protection of persons and property in the neighbourhood of the Construction Works against such conduct.

4.14 NO BREACH OF OBLIGATIONS

The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to Clause 7.3;
- b. DSCL Event of Default;
- c. Compliance with the instructions of the Project Engineer/ DSCL or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;

4.15 ACCESS AND ASSURED AVAILABILITY OF THE PROJECT FACILITIES The Concessionaire shall, at all times during the Concession Period, allow access to and usage of BS/ Project Facilities to DSCL / Person nominated by DSCL.

4.16 EXPENSES TOWARDS STATUTORY DEPOSITS AND CHARGES

The Concessionaire shall pay/ reimburse to DSCL, service charges towards connection of utilities to the Project Facility in the Project Site, other taxes such as property tax, water tax and sewerage charges for the Project Site.

4.17 ERECTION OF SIGN BOARD

- a. The concessionaire shall always during the Concession Period erect and maintain signboard - “This property belongs to the DSCL, Government of Uttarakhand and has been handed over to (name of the Concessionaire) for build, operate and transfer from (Insert the in Appointed Date) to (Insert the Expiry Date)”.
- b. The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.

ARTICLE 5 - DSCL'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, DSCL shall have the following obligations:

5.1 SPECIFIC OBLIGATIONS

- a. DSCL shall handover the possession of the Project Site to the Concessionaire in accordance with the Agreement;
- b. Prior to handover of the Project Site to the Concessionaire, DSCL shall help in removing all encroachments from the Project Site;
- c. DSCL shall provide reasonable administrative support to the concessionaire per the provisions of the Agreement.
- d. DSCL shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from DSCL under this Agreement, in connection with implementation of the Project and the performance of its obligations.

5.2 Provided where authorization for availment of utilities such as power, water, sewerage, telecommunications or any other incidental services/ utilities is required, the same shall be provided by Concessionaire .DSCL may provide all assistance in getting various clearances from govt. Agencies.

5.3 GENERAL OBLIGATIONS

DSCL shall:

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

5.4 MONITORING AND ASSESSMENT

- a. DSCL, shall set up a program monitoring mechanism including an Expert Committee comprising of domain experts from government, DSCL, public to periodically monitor the project deliverables.
- b. The expert committee shall submit its report to the government regarding the achievement of projects deliverables - low, moderate, satisfactory, excellent etc with specific

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recommendation(s) on continuance/discontinuance/restructuring of the project. The findings of the expert committee would be considered to be final and binding.

- c. If the project deliverables are found to be moderate or low, the expert committee would direct DSCL to plan corrective action(s) with the concessionaire and implement the same to achieve desired outputs within sixty (60) days.
- d. The expert committee shall evaluate project deliverables on a three month basis based on visit to the facility, review of auditor's reports, reports provided by concessionaire, information received from general public including project stakeholders etc.
- e. The Expert Committee shall monitor the performance of the Concessionaire based on the service level benchmarks indicated in the guidelines issued by Ministry of Urban Development, Government of India or any amendments from time to time. DSCL shall facilitate the expert committee in information gathering, conducting facility visit, meetings, interviews etc.

ARTICLE 6 - ROYALTY FEES/CONCESSION FEES

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement.

6.1 PAYMENT TO DSCL

- 6.1.1** All payments to DSCL shall be made by way of demand draft in favour of The Chief Executive Officer, Dehradun Smart City Limited payable at Dehradun.
- 6.1.2** The first of such instalment shall be payable by concessionaire on 181st day from the date of signing of the Concession Agreement between the Concessionaire and DSCL.
- 6.1.3** The Concession fee quoted by the Concessionaire shall be escalated by 5% per year on cumulative basis and such escalated amount shall be payable for subsequent years.
- 6.1.4** The Concessionaire shall have to pay the total concession fee for the respective year by seventh day of the commencement of the year.
- 6.1.5** The Concession Fee shall be paid for the Concession Period of 15 Years.

6.2 ADVERTISEMENT / HOARDING CHARGES

- 6.2.1** The Concessionaire shall have the right to permit/ allow and charge for advertisement/ hoarding in the IBS/ Project Facility as per Applicable Laws, provided no such activity shall affect the safe and smooth flow of traffic operations.

6.3 CHANGE OF SCOPE

DSCL may, notwithstanding anything to the contrary contained in this Agreement, require provision of such addition/ deletion to the works and services in the Project Facility which are beyond the scope of the Project as contemplated by this Agreement (“Change of Scope”).

Any increase in Dehradun Municipal Limits as notified by Government of Uttarakhand after signing of this Agreement shall be considered as Change of Scope.

Procedure for Change of Scope

- a. DSCL shall whenever it desires provision of addition/ deletion of items of work and services referred to in Clause 6.3 above, issue to the Concessionaire a notice of change of scope (the “Change of Scope Notice”).
- b. Upon receipt of such Change of Scope Notice, the Concessionaire shall within 15 days provide to DSCL and the Project Engineer such information as is necessary and reasonable together with preliminary documentation in support of the following :
 - i. the impact, if any, which the Change of Scope is likely to have on the SPCD if the work

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is required to be carried out before COD, and

- ii. the cost to the Concessionaire of complying with such Change of Scope Notice (including, without limitation, material and labour cost information furnished in accordance with the current schedule of rates applicable to the works assigned by DSCL to its contractors, including the premium on such rates), the options suggested for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time for the implementation thereof including a detailed breakdown by work classifications. Provided, however, that the cost of providing such information shall be reimbursed to the Concessionaire by DSCL to the extent such costs are certified to be reasonable by the Project Engineer.
- c. If DSCL desires, after receipt of information set forth in sub-clause (b) to proceed with the Change of Scope, it shall convey the desired option (with or without modification) to the Concessionaire by issuing a Change of Scope Order within 30 days from the date of recommendation made by Project Engineer and thereupon the Parties shall make good faith efforts to mutually agree upon the costs and time for implementing of the same. Upon reaching an agreement relating to such costs and time, DSCL shall issue a written confirmation of the Change of Scope and thereupon the Concessionaire shall proceed with performance of such order. In the event, the Parties are unable to agree, DSCL may, by issuing a confirmation in writing of such Change of Scope Order, require the Concessionaire to proceed with the performance of the Change in Scope Order pending resolution of such dispute.

6.3.1 A Change of Scope Order will be effective and binding upon issuance of a confirmation of such Change of Scope Order by DSCL.

Notwithstanding a dispute regarding cost and time for implementation of such Change of Scope Order, the Concessionaire shall proceed with the performance of such Change of Scope Order promptly following DSCL's confirmation pursuant to Clause 6.3.1(c). Pending resolution of such dispute, DSCL shall pay to the Concessionaire, if the Change of Scope Order involves increase in bill of quantities an amount equal to the costs that are certified by the Project Engineer.

6.3.2 All claims by the Concessionaire pursuant to this Clause 6.3 shall be supported by such documentation as is reasonably sufficient for DSCL/ Project Engineer to determine the accuracy thereof, including invoices from Contractors and certification of such claims by the Statutory Auditors.

ARTICLE 7 - FORCE MAJEURE AND CHANGE IN LAW

7.1 FORCE MAJEURE EVENT

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

- a. earthquake, flood, inundation and landslide
- b. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c. fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- d. acts of terrorism;
- e. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- f. action of a Government Agency having Material Adverse Effect including but not limited to
 - i. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project Facility or any part thereof or of the Concessionaire’s or the Contractor’s rights in Contractor’s rights under any of the Project Agreements.
 - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
 - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire’s or the Contractor’s breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- g. early determination of this Agreement by DSCL for reasons of national emergency, national security or the national interest.
- h. any failure or delay of a Contractor caused by any of the events mentioned in (f) and (g) above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- i. war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing, radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub-clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

7.2 OBLIGATIONS OF THE PARTIES

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- a. As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the Project

Engineer and the other Party of the same setting out, inter alia, the following in reasonable detail:

- i. the nature and extent of the Force Majeure Event;
 - ii. the estimated duration of the Force Majeure Event;
 - iii. the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - iv. the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - v. any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- b. As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Clause 7.2 (a), the Parties along with the Project Engineer, and hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facility in order to:
 - i. assess the impact of the underlying Force Majeure Event,
 - ii. to determine the likely duration of Force Majeure Event and,
 - iii. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
 - c. The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the Parties may reasonably require.

7.3 PERFORMANCE OF OBLIGATIONS

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

- a. due notice of the Force Majeure Event has been given as required by the preceding Clause 7.2;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility , in accordance with the Good Industry practice and its relative obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this

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Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;

- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- f. any insurance proceeds received shall, subject to the provisions of Financing Documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

7.4 TERMINATION DUE TO FORCE MAJEURE EVENT

a. Termination

- i. If a Force Majeure Event, is an event described under Clauses 7.1(a) to 7.1(e) and 7.1(i), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- ii. If the Force Majeure Event is an event described in 7.1 (f), 7.1 (g) or 7.1 (h) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event described in 7.1 (f), 7.1 (g) or 7.1 (h) subsists or is likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement. Provided further, DSCL may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clauses 7.1(f), 7.1(g) or 7.1(h).

b. Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause 7.4(a) (i) or (a) (ii), it shall issue Termination Notice setting out ;

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

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

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- i the Termination Payment, if any, payable by DSCL in accordance with the following clause is paid to the Concessionaire on the Termination Date and
- ii the Project Facility are handed back to DSCL by the Concessionaire on the Termination Date free from all Encumbrance.

d. Termination Payment

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

- i If Termination is due to a Force Majeure Event, described under Clauses 7.1(a) to 7.1(e), no Termination Payment shall be made by DSCL to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under insurance policies.
- ii If Termination is due to the occurrence of any event described under Clauses 7.1(f) or 7.1(g) or 7.1(h), DSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by DSCL from the Concessionaire as on the Termination Date.
- iii If Termination is due to the occurrence of any event described under Clause 7.1(i), DSCL shall not pay any amount to the Concessionaire. Provided that the Concessionaire shall pay any amount due to and recoverable by DSCL from the Concessionaire as on the Termination Date.

7.5 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

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

7.6 CHANGE IN LAW

- a. Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - i. the enactment of any new Indian law;
 - ii. the repeal, modification or re-enactment of any existing Indian law;
 - iii. a change in the interpretation or application of any Indian law by a court of record. Provided that Change in Law shall not include:
 - I. coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - II. any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - III. any change in the rates of the Central Taxes.
- b. Subject to Change in Law resulting in Material Adverse Effect and subject to the

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Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a consequence of a Change in Law, the Concessionaire is obliged to incur additional costs, DSCL shall subsequently reimburse to the Concessionaire 100% (hundred percent) of such Additional Costs, provided such additional cost is not less than INR 5,00,000 (Rupees Five Lakhs).

- c. Upon occurrence of a Change in Law, the Concessionaire may, notify DSCL of the following:
 - i. the nature and the impact of Change in Law on the Project
 - ii. in sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
 - iii. the measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimising the Additional Cost.

ARTICLE 8 - EVENTS OF DEFAULT AND TERMINATION

8.1 EVENTS OF DEFAULT

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

a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in Clause 4.15:

- i. The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Project Engineer, is likely to delay achievement of COD beyond 90 days of the SPCD;
- ii. The Concessionaire has failed to achieve COD within 90 days of the SPCD for any reason whatsoever;
- iii. At any time during the Concession Period, the Concessionaire fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 60 days;
- iv. The Concessionaire has failed to make the Royalty Payment due to DSCL and more than 30 days have elapsed since such payment became due;
- v. The Concessionaire has failed to make any payments due to DSCL and more than 120 days have elapsed since such payment became due;
- vi. The Concessionaire has collected user charges in excess of the rates agreed between the Concessionaire and DSCL.
- vii. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days ;
- viii. Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- ix. A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;
- x. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DSCL, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement;
- xi. A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- xii. The Concessionaire has abandoned the Project/IBS Facility ;

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- xiii. The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xiv. The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days
- xv. The Concessionaire has failed to perform/ discharge its obligations under Clause 4.14 of this Agreement for a continuous period of 24 hours.
- xvi. The Consortium formed for the purpose of the Project is changed by the Concessionaire without the consent of DSCL.

DSCL Event of Default

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

- xvii. DSCL has failed to provide land at the Site to the Concessionaire as per the provisions of Clause 3;
- xviii. DSCL is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- xix. DSCL having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire
- xx. DSCL has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- xxi. Any governmental action not arising out of a breach, default or lapse on the part of the Concessionaire, whereby the Concession/this Agreement becomes inoperable or takeover by any government agency of the Project/Project Facilities or any part thereof, thereby causing Material Adverse Effect.
- xxii. Any representation made or warranties given by the DSCL under this Agreement has been found to be false or misleading.

8.2 TERMINATION DUE TO EVENT OF DEFAULT

a) Termination for Concessionaire Event of Default

- i Without prejudice to any other right or remedy which DSCL may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, DSCL shall subject to the provisions of the Lender's Step-in Rights as per Clause 8.5, be entitled to terminate this Agreement in the manner as set out under Clause 8.2(a)(ii) and Clause 8.2(a)(iii). Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 8.1(a)(xi), DSCL may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Clause 8.2(c).
- i If DSCL decides to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of

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receipt of the Preliminary Notice, the Concessionaire shall submit to DSCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “Concessionaire's Proposal to Rectify”). In case of non-submission of the Concessionaire's Proposal to Rectify

within the said period of 30 days, DSCL shall be entitled to terminate this Agreement by issuing Termination Notice, and to encash the Performance Security.

- iii. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days (“Cure Period”) to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, DSCL shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security.

b) Termination for DSCL Event of Default

- iv. Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of DSCL Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- v. If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to DSCL. Within 30 days of receipt of Preliminary Notice, DSCL shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "DSCL Proposal to Rectify"). In case of non submission of DSCL Proposal to Rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- vi. If DSCL Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefor, DSCL shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however DSCL fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

c) Termination Notice

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue Termination Notice setting out:

- vii. in sufficient detail the underlying Event of Default;
- viii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- ix. the estimated termination payment including the details of computation thereof; and,
- x. any other relevant information.

d) Obligation of Parties

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

- xi. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- xii. the termination payment, if any, payable by DSCL in accordance with the following Clause (f) is paid to the Concessionaire on the Termination Date and
- xiii. the Project Facility is handed back to DSCL by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to DSCL.

e) Withdrawal of Termination Notice

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

f) Termination Payments on account of DSCL Event of Default

Upon Termination of this Agreement on account of DSCL Event of Default, the Concessionaire shall be entitled to withdraw the Performance Security, if subsisting, and receive from DSCL, termination payment as per following:

- xiv. If the Termination is prior to achievement of COD then the Termination Payment from DSCL shall be equal to the amount, as estimated by the Project Engineer, which has already been spent by the Concessionaire for construction/Up gradation of Project Facilities and has not been paid for by DSCL as per the Project Milestone based disbursement schedule.
- xv. If the Termination is after achievement of COD then the Termination Payment from DSCL shall be equal to Royal Fee Rate/Concession Fee payable by the Concessionaire to DSCL for next 3 (three) months.

Termination Payments on account of Concessionaire Event of Default

Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall not be entitled to receive any Termination Payment from DSCL. Upon Termination of this Agreement on account of Concessionaire Event of Default, DSCL shall be entitled to forfeit the Performance Security.

g) RIGHTS OF DSCL ON TERMINATION

- a. Upon Termination of this Agreement for any reason whatsoever, DSCL shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:
 - i. enter upon and take possession and control of the Project Site / Project Facility forthwith;

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- ii. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Site /Project Facility;
- b. Notwithstanding anything contained in this Agreement, DSCL shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the

handback of the Project Facility by the Concessionaire to DSCL shall be free from any such obligation.

8.3 ACCRUED RIGHTS OF PARTIES

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

8.4 LENDERS' STEP-IN RIGHTS

- a. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that :
 - i. upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
 - ii. Upon a Termination Notice being issued by DSCL, the Lenders shall, without prejudice to any other remedy available to them, have the option to propose to DSCL the substitution of the Concessionaire by another suitable company ("Proposed Concessionaire"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Concessionaire and the terms and conditions of the substitution.
- b. Upon receipt of the Lender's proposal pursuant to the preceding sub clause (a), DSCL shall, at its discretion, have the right to accept substitution of the Concessionaire on such terms and conditions as it may deem fit. Provided that any such substitution shall :
 - i. be on terms and conditions of the Concession which are not less favourable to DSCL than those prevailing at the time of substitution, and
 - ii. be for the remaining period of Concession only.
- c. In the event of substitution as aforesaid, all the rights, privileges and the benefits of the Concessionaire shall be deemed to have been transferred to and vested in the Proposed Concessionaire and DSCL and the Proposed Concessionaire shall take such steps and enter into such documents as may be necessary to give effect to the substitution.
- d. Upon the substitution of the Concessionaire becoming effective as aforesaid, the



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Concessionaire shall hand back to DSCL or upon instruction of DSCL to the Proposed Concessionaire and for the purpose of giving effect to this provision, DSCL shall have all such rights as are provided in Clause 8.3.

ARTICLE 9 - HANDBACK REQUIREMENTS

9.1 OWNERSHIP

Without prejudice and subject to the Concession, the ownership of the Project Site, and the Project Facility, including all improvements made therein by the Concessionaire, shall at all times remain that of DSCL.

9.2 OBLIGATIONS OF PARTIES

Concessionaire's Obligations

- i. The Concessionaire shall on the date of expiry of the Concession Period, hand back vacant and peaceful possession of the Project Site and Project Facility to DSCL free of cost and in good operable condition.
- ii. At least 12 months before the expected expiry of the Concession Period a joint inspection of the Project Site and Project Facility shall be undertaken by DSCL, Concessionaire and Project Engineer. DSCL and Project Engineer shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs ("Project Facility Handback Requirements"), if any, to be carried out so as to conform to the Construction Requirements and O&M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least 3 months prior to the expected expiry of the Concession Period and ensure that the Project Facility continues to meet such requirements until the same are handed back to DSCL.
- iii. DSCL/ Project Engineer shall, within 15 days of the joint inspection undertaken under preceding clause prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to DSCL along with the Project Facility.
- iv. The Concessionaire hereby acknowledges DSCL's rights specified in Clause 8.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Concessionaire undertakes to comply with and discharge promptly all such obligations.
- v. At least 24 months prior to the expiry of the Concession Period, the Concessionaire shall, for due performance of its obligations relating to handback of the Project Facility, submit to DSCL a bank guarantee ("Handback Guarantee"), from a bank acceptable to DSCL. The Handback Guarantee shall be kept valid for a period of 30 months.

DSCL's Obligations

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

- i. carrying out works/jobs listed under Clause 9.2(a)(ii), which have not been



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- carried out by the Concessionaire,
- ii. purchase of items, which have not been handed back to DSCL along with the Project Facility in terms of Clause 9.2(a)(iii), and

 - iii. any outstanding dues, which may have accrued in respect of the Project Facility during the Concession Period, duly discharge and release to the Concessionaire the Handback Guarantee within 3 months from the expiry of the Concession Period.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Dispute Resolution

10.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.2.

10.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the [Chairman of ***] and the Chairman of the Board of Directors of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [7 (seven)] day period or the Dispute is not amicably settled within [15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing referred to in Clause 10.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.3.

10.3 Arbitration

10.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 10.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The place of such arbitration shall be Dehradun, and the language of arbitration proceedings shall be English.

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- 10.3.2 There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 10.3.3 The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the Date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.
- 10.3.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.
- 10.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 9.2(c), be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

ARTICLE 11 - REPRESENTATIONS AND WARRANTIES

11.1 REPRESENTATIONS AND WARRANTIES OF THE CONCESSIONAIRE

The Concessionaire represents and warrants to DSCL that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the DSCL of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. subject to receipt by the Concessionaire from DSCL of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project Site/Project Facility shall pass to and vest in DSCL on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or DSCL;
- k. no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to DSCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the Concession.
- m. Without prejudice to any express provision contained in this Agreement, the Concessionaire

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acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Site, and the information provided by DSCL, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder. The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DSCL shall not be liable for the same in any manner whatsoever to the Concessionaire.

11.2 REPRESENTATIONS AND WARRANTIES OF DSCL

DSCL represents and warrants to the Concessionaire that:

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

11.3 OBLIGATION TO NOTIFY CHANGE

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 12 - MISCELLANEOUS

12.1 ASSIGNMENT AND CHARGES

- a. The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of DSCL.
- b. The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Site/Project Facility, except with prior consent in writing of DSCL, which consent DSCL shall be entitled to decline without assigning any reason whatsoever.
- c. Restraint set forth in sub-articles (a) and (b) above shall not apply to:
 - i. liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
 - ii. Pledges/hypothecation of goods/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - iii. assignment of Concessionaire's rights and benefits under this Agreement and other Project Agreements to or in favour of the Lenders as security for financial assistance provided by them.

12.2 INTEREST AND RIGHT OF SET OFF

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided the stipulation regarding interest for delayed payments contained in this Clause shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

12.2.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Dehradun shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.2.2 Waiver

- a. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - iii. shall not affect the validity or enforceability of this Agreement in any manner.

- b. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

12.3 SURVIVAL

Termination of this Agreement:

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

12.4 AMENDMENTS

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

12.5 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DSCL: The Chief Executive Officer, DSCL Nagar Nigam, Dehradun – 282002, Uttarakhand Fax No :

If to the Concessionaire: The Chief Executive Officer, -----(*insert complete address with phone and fax details*) Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

(i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and

(ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

12.6 SEVERABILITY

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or

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enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or

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

12.7 NO PARTNERSHIP

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

12.8 LANGUAGE

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

12.9 EXCLUSION OF IMPLIED WARRANTIES ETC.

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

12.10 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement. IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED

For and on behalf of DSCL by: (Signature)

Name) (Designation)

For and on behalf of CONCESSIONAIRE by: (Signature)(Name) (Designation)In the presence of:

- 1
- .
- 2.

SECTION - III

PROJECT INFORMATION MEMORANDUM & CONDITION OF CONTRACT



13 PROJECT BACKGROUND

The Dehradun Smart City Limited is engaged in the implementation of the Smart City Mission projects in Dehradun and as part of this endeavor, the Authority has decided to undertake Construction, Operation and Maintenance of Smart Bus-Q-Shelters at various locations in Dehradun on Built, Operate and Transfer (BOT) basis with Advertising Rights under PPP Mode.

13.1 SCOPE OF WORK FOR BIDDER

The project scope would include the following major activities:

a) **Construction Works:**

This includes construction of smart, modern user and environment friendly Interactive Bus Stops as per the proposed design/drawings and specifications .Bidder shall submitted their design and drawings for approval DSCL. Preference would be given to the designs depicting various architectural features of cultural importance, like, arches, sun- shading devices, domes, jalis, etc. The design needs to be merged with the urban scape and the prevailing traffic movement.

- b) Even though the completion period is six month, the Concessionaire will have to follow following Milestones

SI No	Completion period from the date of signing of concession agreement	Stage wise Progress of work individual IBS to be considered to assess completion/achievement of the Mile stone	Progress % age of total works of Interactive Bus Stops
Milestone 1 25% of work completion	Within 45 days	All Civil works	10%
Milestone 2 50% of work completion	Within 90 days	Supply of IBS prefab structure at Dehradun	40%
Milestone 3 75% of work completion	Within 135 days	Installation of IBS at site and completion of all fitting and fixtures	30%
Milestone4 100% of work completion	Within 180 days	Completion of all works including water connection, electrical connection and commissioning of the IBS	20%

- c) 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 mile stone as specified in 6.1(b), Rs.5000 (five thousand rupees) per day for every Interactive Bus Stops of delay and up to maximum limit of performance security. The penalty shall be decided on pro rata basis.
- d) In the event that completion does not occur within 180 (one hundred eighty) days from the date of agreement , the Concessioneing Authority shall be at absolute liberty to encash the Performance Security and to terminate this Concession Agreement, in accordance with the provisions of this Agreement. Provided that instead of terminating this Agreement, the Concessioneing Authority at its sole liberty may extend the time for achieving implementation completion on such terms and conditions as it deems fit in its sole discretion.
- e) **Operational Management:** This includes Bus Shelters operations i.e. regular cleaning of the shelter and its surrounding areas, functioning of user amenities, functioning of clock, display and updating of route maps and commuter information, availability of basic infrastructure requirements such as electricity, proper drainage, waste removal, etc. and any other essential task/activities would form part of operations. Display of GPS/GSM or other technology based digital information system, if installed, will be responsibility of the concessionaire under agreement period.
- f) **Maintenance Works:** It will include routine and periodic maintenance works in the Bus Shelters but shall not be limited to the following:
- Civil, electrical and mechanical works for the Bus Shelters, Furniture and Equipment maintenance and servicing, Maintenance and overall cleanliness.
- g) **Transfer of Smart Bus-Q-Shelters:** On completion of concession period or prior termination of the contract, all the Interactive Bus Stop shall be transferred to DSCL on the free of cost. The bidder shall be solely responsible for employing adequate staff to perform the obligations as provided in concession agreement. The successful bidder shall be solely responsible for complying with all the applicable laws as well as for paying the salaries, wages, dues, PF & ESI etc. of such employees. No such employee shall be deemed to be employee of DSCL for any purpose whatsoever. The Design philosophy for Construction, Operation & Maintenance of the Smart Bus-Q-Shelters Concept as in RFP.

13.2 SERVICES TO BE PROVIDED INCLUDING THE MAINTENANCE:

- a) **Water Supply Arrangement:** The Concessionaire shall arrange adequate water for

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general cleanliness of the Bus Shelter.

- b) **Electricity Supply:** The Concessionaire shall ensure adequate electricity supply for proper lighting of the Bus Shelter and advertisements. DSCL shall only facilitate the concessionaire for getting an electricity connection; however the concessionaire shall be solely responsible for arranging and providing the same and bear all costs for connection as well as regular payment of necessary consumption and other charges. Concessionaire shall provide required equipment for storage of solar energy and supply of electrical energy at Bus Shelters. If some grant/ central Assistance schemes are there in the systems, DSCL shall provide administrative support to avail the facility.
- c) **Landscaping:** The Concessionaire shall put flowering plants and other shrubs around each Bus Shelter to the extent possible on both sides as per the approval of the DSCL and maintain the same in good condition at all times.
- d) **Cleaning of the Bus Shelter:** The concessionaire shall ensure regular cleaning of the Bus Shelter. This shall include sweeping of the floor of Bus Shelter at least thrice a day.
- e) **Garbage Disposal:** The concessionaire shall install litter bins as specified near the Bus Shelter and disposal of the collected waste at appropriate location shall be the responsibility of the Concessionaire.
- f) **Safety & Security:** The safety and security of the Bus Shelter rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.
- g) Any other work as needed and agreed upon jointly by DSCL and the Concessionaire.

13.3 PROJECT COST

The project cost would include the cost of construction comprising civil, electrical and other costs and the recurring annual cost associated with operation and maintenance of the Interactive Bus Stop over the concession period. The concessionaire shall also pay required taxes such as GST, entertainment tax, all statutory fees and taxes etc. as applicable under the law.

13.4 Dehradun City

a. City Background

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Dehradun has grown manifold after being declared as capital of Uttarakhand state in 2000. The municipal corporation area had population of 4.26 lakhs as per Census 2001 and has grown to 5.66 lakhs in 2011. Considerable growth of population and registered vehicles coupled with a marginal increase in the transport infrastructure apart from Bus and Truck Terminals has been observed since inception of a new capital. Due to rapid ribbon development, along various corridors and concentration of activities in the core area, traffic problem has increased tremendously and become critical. Traffic in the city has increased due to unprecedented growth in number of registered vehicles and influx of vehicles on city roads from surrounding areas.

The rapid development coupled with rise in population over the past decades has contributed in a large-scale increase of traffic in the city. This increasing intensity of traffic has resulted in traffic congestion, delays, rise in accidents and pollution levels, etc. which pose potential threat to the economic vitality and productive efficiency of the city. Apart from high traffic, availability of parking space has also become a matter of concern for the private vehicle users as well as the city authorities.

Roads: Dehradun city is surrounded by hills on all sides and main roads of the city emanate from the central focal point – Clock Tower. Rajpur Road, Haridwar Road, Chakrata Road and Saharanpur Road are the main through fare in the city. A new bus terminal (ISBT) was developed along Saharanpur Road, which functions as the main terminal for all intercity bus movements. A bypass road connecting Haridwar Road and Chakrata Road is developed, which functions as an alternative for the goods and other traffic to avoid entering the main city areas. A map of the city showing these roads and other main transport infrastructure is provided as Figure 6.1

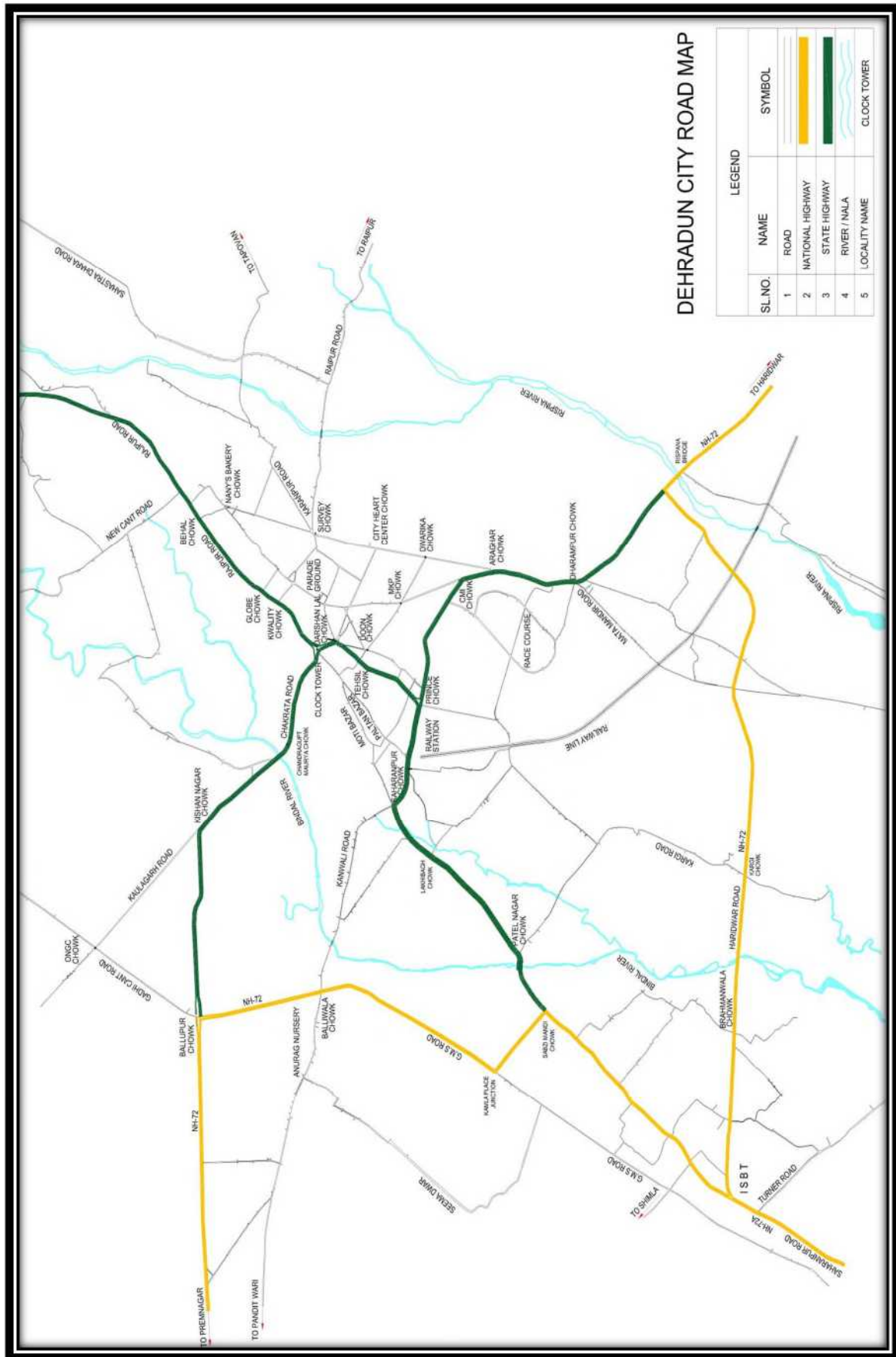


Figure 6.1, Dehradun – Mains Road

b. The Need

One of the methods of reducing traffic in the city is to provide a better public transport system and attract private vehicle users to such system. This would have several advantages from traffic, pollution, parking and convenience perspectives. As per surveys undertaken for preparing Comprehensive Mobility Plan for Dehradun by UKMRC – public transport trips in Dehradun is 18% - which is very low compared to about 40% in many cities with organized public transport system. As per predictions of the same study this is expected to go down to 14% in the next 20 years – if no improvements are brought in the public transport system.

Mini buses do not have defined stoppages, fixed itinerary, climate control and most of the vehicles are poorly maintained from cleanliness as well as comfort perspective. The fare is also low. They serve the working class and lower middle class section of the population. Those who can afford a two wheeler would move on to buy and use one. As affordability increases – they all eventually move to a car.

Today Vikram also operates in the same routes as mini buses and effectively is a competition – especially for short distance trips around the city centre. The fares are lower than that for mini buses. The vehicles are overcrowded most of the times and will pose a safety hazard for the commuter. Frequency of service is the main advantage provided by Vikram, apart from the low fare.

Introduction of a new system of public transport – that provide comfortable travel in climate controlled buses is aimed at attracting the public at present using Auto Rickshaws', two-wheelers and cars. Buses would have CCTV camera for ensuring safety of passengers, would be GPS tracked for providing real time information at designated bus stops on the next bus available and would have proper stops and fares.

Existing bus system is already covered under a separate project to be taken up under PPP mode. For the bus system to succeed the bus stops at various locations should also be in tune with the system to be provided. The bus stops need to have display boards with information on the likely arrival of the next bus, wi-fi hot spot for the city transport users, seating facilities for the needy and a shelter. The location of the bus stops need to be decided based on main points of attraction for the commuters on a broad sense.

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c. Public Transport – Pilot Program

As per research studies conducted by the World Bank, number of buses needed to serve a city will vary from 0.5 to 1.2 buses per 1000 population – the variation due to different public transport share in different cities. Dehradun has a low Public transport share – taking 0.5 buses per 1000 population we would need more than 250 buses to serve the whole city. Under this program of the Smart City the plan is to operate 30 buses – which would be a pilot program which could be extended further once the facility becomes popular in the urban landscape. Routes identified for the electric buses is provided in Figure 6.2. Interactive bus stops are to be developed along these routes.

d. Existing Bus Stops – PPP Mode

Dehradun Nagar Nigam had come up with development of Bus Stops in various roads of the city in Public Private Partnership (PPP) Mode in 2013. Over 70 bus stops were developed under this contract and are operational at present.

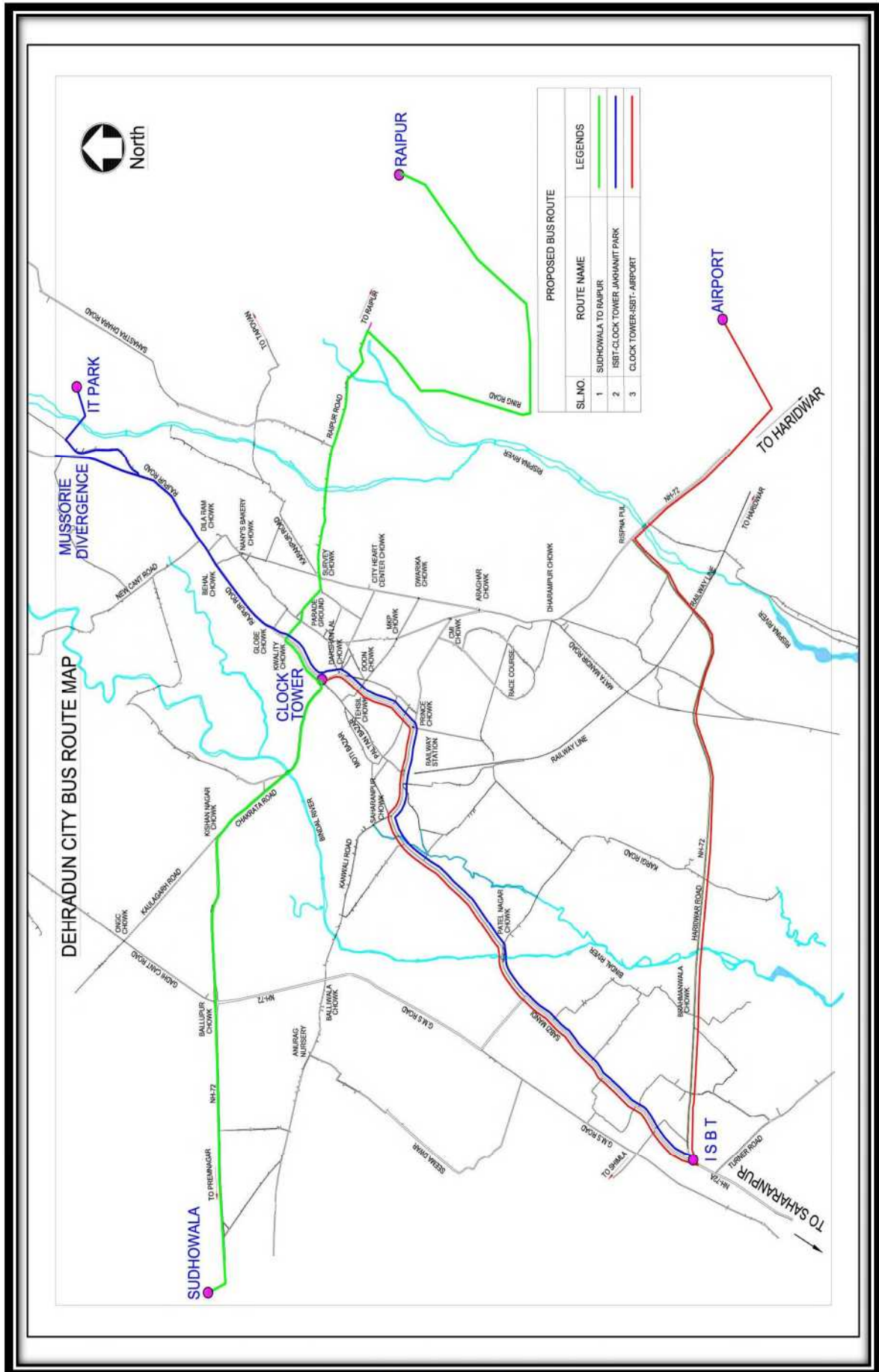


Figure 6.2-Identified Bus Routes

13.5 Bus Stop Locations and Types

13.5.1 Available Bus Stops in Dehradun

Dehradun has a number of existing bus stops developed by the Municipal Corporation on many roads. These bus stops were developed on a PPP mode by Dehradun Nagar Nigam through provision of advertisement rights. Photographs of some of these bus stops are provided in Figure 7.1.



Figure 7.1- Existing Bus Stops

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The bus stops provide a separate waiting area, shelter, a few seats and advertisement boards on the top and sides. These would need to be updated to include an interactive board and other visual/smart features to bring them to standards required for this project. Efforts have been made to use these bus stops wherever they are available.

Improvements to existing bus stops are limited to provision of a Variable Message System, allied software and other smart components. These improvements are taken under Integrated Command and Control Centre Project under the Smart City Program and are not included in this project.

13.6 Stops Where Land is Not Available

Some of the bus stops need to be located on very busy roads and junctions like Gandhi Road, where space is not available on the road side to develop a bus stop. It is suggested to develop a pillar type signature board in such locations with a display board showing the arrival time of buses. A conceptual picture of such a stop is provided in Figure 7.2.



Figure 7.2-

Conceptual picture of Pole Type Bus stop

13.7 Stops where land is available

Where there are no bus stop is available currently and where land is available to develop a new bus stop (in consultant's opinion) three types of standard layout of the bus stops are proposed. A general visualization of the new bus stop is provided in Figure 7.3.



Figure 7.3- conceptual picture of New Bus Stop

13.8 Type and Location of Bus Stops

Bus Stop locations and type of bus stops along the different routes of the electric bus is provided in drawing No- DSCL-PMC- AGSL –REPL-BS-01 to 05 and the detailed site plan and types of bus stops at each of the locations is provided in Annexure 1.

13.8.1 DESIGN

Some bus shelters are being designed to reflect the city of Dehradun. This is being accomplished through the use of local materials, design details and reflecting the unique characteristics of Dehradun.

Within this context, these four general qualities are kept into account- visibility, accessibility, comfort and convenience, and information.

(i) Visibility

People must be able to see the bus coming. Poorly designed shelters that obstruct views of approaching buses will force people to leave the shelters to watch for oncoming buses.

(ii) Accessibility

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People must be able to board the bus conveniently. To many riders this is the most important aspect of a bus shelter's design, because people like to be close to the point where the bus door will open so they will be sure of getting on. The shelter should not obstruct this process of boarding.

(iii) Comfort and Convenience

Shelters should provide a place to sit, protection from weather, and a feeling of safety and security.

(iv) Information

People need to know when a bus will arrive and where it will go. This is especially important for people who are unfamiliar with the service, such as tourists.

13.8.2 REVENUE GENERATION:

The Concessionaire shall, during operation period, be entitled to collect revenue from external parties through display of advertisement at the Interactive Bus Stop at earmarked spaces as defined in the concession agreement but the type of advertisement shall have to be approved by the DSCL so that no objectionable advertisement is placed on surface of Bus Shelter.

SCOPE OF DSCL

DSCL shall be responsible to provide: Space for INTERACTIVE BUS STOP unit.

13.9 Design and Construction requirement for Interactive Bus Stop

14 General:

This chapter contains the Functional and Engineering design considerations of the proposed Bus Shelter. Bus shelter shall be essentially a Pre-Engineered Stainless Steel (SS) Structure. Functional and Structural design shall be as per relevant codal provisions and the following guiding factors-

14.1 Functional Considerations:

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- I. Installation and calibrations of solar panel (Covered from surroundings) and related fixtures for lights, advertisements etc during failure of main power supply.
- II. To allow for universally accessible design.
- III. Installation and supply of Variable Messaging System (VMS) except in existing Bus Shelter
- IV. Provision for installation of Robust IP bullet camera with infrared illumination for outdoor HD surveillance applications except in existing Bus Shelter.
- V. Installation and construction of Bus shelter as per approved design and drawings
- VI. Suitable light fitting in the bus shelter including necessary wiring to maintain proper LUX level in bus shelters, pole and VMS System.
- VII. Dual bin system should be adopted one for recycle waste & other for dry waste.

14.2 Engineering Design Considerations:

Following are points considered with respect to Engineering Design.

- I. Structural design and Structural/Shop drawings of Bus shelter are in line with concept drawing attached with this document.
- II. Supply of all materials related to bus shelter
- III. Design, Drawings and Construction of foundations
- IV. The following Indian Codes and Standards have generally been used for design of Bus shelter. Provisions of all applicable I.S. Codes have been followed. In all cases, the latest revisions with amendments, if any, have been adopted.

Loads

1. a) IS 875 Code of Practice for design loads (other than earthquake) for buildings and structure
 - b) Part 1:1987 Dead loads - Unit weights of building material and stored materials (Incorporating IS 1911: 1967) (Reaffirmed – 2003)
 - c) Part 2: 1887 Imposed loads (Reaffirmed – 2003)
 - d) Part 5: 1987 Special loads and load combinations (Reaffirmed – 2003)
2. IS 1893 : Part 1 : 2002 Criteria for Earthquake Resistant Design of Structures - Part 1 : General Provisions and Buildings

Foundations

1. IS 1080 : 1985 Code of practice for design and construction of shallow foundations in soils (other than raft, ring and shell) (Reaffirmed – 2002)

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2. IS 1904 : 1986 Code of practice for design and construction of foundations in soils: general requirements (Reaffirmed – 2002)
3. IS 8009 Code of Practice for Calculation of Settlements of Foundations
4. Part 1: 1976 Shallow Foundations Subjected to Symmetrical Static Vertical Loads. (Reaffirmed – 1998)

Reinforced Cement Concrete

1. IS 456 : 2000 Plain and Reinforced Concrete - Code of Practice (Reaffirmed – 2005)
2. a) IS 1786 : 1985 Specification for high strength deformed steel bars and wires for concrete reinforcement (Reaffirmed – 2004)
b) Part 1: 1965 General requirements (Reaffirmed – 2004)
c) Part 2: 1965 Reinforced concrete structures (Reaffirmed – 2004)
d) Part 4: 1967 Design tables (Reaffirmed – 2004)
3. IS 5525 : 1969 Recommendations for Detailing of Reinforcement in Reinforced Concrete Works (Reaffirmed – 2004)
4. SP: 16 –Design Aids for Reinforced Concrete to IS: 456:1978
5. IS 432 : 1982 Specification for Mild steel and Medium Tensile Steel bars and hard drawn steel wire for concrete reinforcement
6. SP: 34 –1987 Handbook on Concrete Reinforcement and Detailing

Structural Steel

1. IS 4000 : 1992 Code of practice for high strength bolts in steel structures (Reaffirmed – 2003)
2. IS 4353: 1995 Submerged Arc welding of mild steel and low alloy steel.
3. IS 6649: 1985 Specification for hardened & tempered washers for high strength structural bolts & nuts.
4. IS 9595 : 1996 Metal arc welding of carbon and carbon manganese steels – Recommendations (Reaffirmed – 2003)
5. IS 822 : 1970 Code of procedure for inspection of welds
6. IS 4759 : 1996 Hot-dip zinc coatings on structural steel and other allied products
7. SP 6 (Part-1) : 1964 Handbook for structural engineers - 1 Structural steel sections

Misc. Works

1. IS 2212 : 1991 Code of practice for brickwork (Reaffirmed – 2005)
2. SP 32 :1986 Handbook on Functional Requirements of Industrial Buildings (Lighting and Ventilation)

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14.3 Structural Design Criteria :

General:

Tentative dimension of Bus shelter are indicated in drawing DSCL-PMC-AGSL-REPL-BS-001 to 003 (Annexure 2) and typical detail of Foundation for Bus shelter pipes and pole are provided in DSCL-PMC-AGSL-REPL-BS-004 (Annexure 2). Approximate number of Bus shelters are indicated in Table-7.1. However it may vary based on decision of client (Dehradun Smart City Limited).

Table-7.1

Sr. No	Type of Construction	Type of Bus stop	Total Number	Remarks
1	Installation and supply of variable messaging system (VMS) in Existing Bus Stops complete in all respect.	Type 1	26	It is not the part of this RFP, As it is already covered in Separate RFP (Integrated Command and Control Centre). However it is clarified, that these Bus shelter are already awarded on PPP mode in 2013, 5 years already over, Contract is valid for next 10 years.
2	New Pole Type Bus Stop (All Civil, Structural, VMS, Solar panel and other works required to complete Pole Type bus stop as per scope of works/documents attached and concept drawings)	Type 2	67	There is no scope of advertisement .Bidder has to construct these pole type Bus Stops.
3	New Bus shelter & New Pole Type Bus Stop (All Civil, Structural, VMS, Solar panel	Type 3		

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	and other works required to complete bus shelter as per scope of works/document attached and concept drawings)			
3A	8x1.7 M Indicative Foundation Plan	Type 3A	44	For Detail, Refer Drawing No-DSCL-PMC-AGSL-REPL-BS-001
3B	10x2 M Indicative Foundation Plan	Type 3B	24	For Detail, Refer Drawing No-DSCL-PMC-AGSL-REPL-BS-002
3C	12x2.5 M Indicative Foundation Plan	Type 3C	8	For Detail, Refer Drawing No-DSCL-PMC-AGSL-REPL-BS-003

Design Criteria

The Bus shelter shall be designed:

1. To the requirements of the National Building Code of India, and the standards quoted therein, and as specified in this specification.
2. All the members of the bus shelter frame shall be designed for the worst combination of Loads as per IS: 875 (Part 5).
3. Permissible stresses for different load combinations shall be taken as per relevant IS Codes.
4. Seismic coefficient Method or Response spectrum method shall be used for seismic analysis of the Bus shelter for Earthquake forces, as per relevant IS Codes.
5. For design of Steel Structures IS: 800 (Latest) shall be referred.

Design Loads

1. Bus shelter structure shall be designed for the most critical combinations of dead loads, super-imposed loads, erection loads, wind loads, seismic loads etc. Any other incidental load, if anticipated, shall be duly accounted for in the design, and shall be clearly mentioned by the bidder.
2. **Dead loads** shall include the weight of structures complete with finishes, fixtures and partitions, and shall be taken as per IS: 875 (Part 1).
3. **Super-imposed loads** in different areas shall include live loads, minor equipment loads and erection, operation and maintenance loads wherever these loads are expected.

Non-accessible Roof – 0.75 kN/m².

4. **Wind loads** shall be calculated as per IS: 875 (Part 3). The Factors affecting the wind speed shall be taken into consideration based on the site conditions.
5. **Earthquake loads** shall be calculated as per IS: 1893 (Part 1).
6. Wind forces and Seismic forces shall not be considered to act simultaneously.

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7. All the load combinations to create worst combinations of loads shall be as per IS: 875 (Part-5)

Soil Data: -

1. Testing & evaluation of actual Safe Bearing Capacity of soil at the base of foundation has been kept in the scope of contract for construction in execution stage. The Soil testing is to be done at 5 numbers of Bus Stops on each route as per the directions of Engineer-in-charge or as per site survey.

Design Methodology of RCC Foundation:

- 1) Check for bearing pressure:
- 2) Minimum thickness of raft shall be 250mm.
- 3) Base slab designed for maximum bending moments

Annexure 1

1. Concept drawings of Interactive Bus Stops

2. Layout Plan of Interactive Bus Stops

1. Concept drawings of Interactive Bus Stops

Type of Bus stop	Drawing No
Type 3A	DSCL-PMC-AGSL-REPL-BS-GEN-01
Type 3B	DSCL-PMC-AGSL-REPL-BS-GEN-02
Type 3C	DSCL-PMC-AGSL-REPL-BS-GEN-03
Typical details of foundation for Bus Stops pipe & pole	DSCL-PMC-AGSL-REPL-BS-GEN-04

2. Layout Plan of Interactive Bus Stops

Name of Road	Proposed Pole Type Bus Stops(Nos.)	Proposed Bus Stops (Type & Nos.)	Drawing No
Saharanpur Road	16	3A, (6)	DSCL-PMC-AGSL-REPL-BS-01
Rajpur Road	10	3A-23 ,3B-07	DSCL-PMC-AGSL-REPL-BS-02
Raipur Road	16	3A-04,3B-09,3C-02	DSCL-PMC-AGSL-REPL-BS-03
Chakrata Road	18	3A-05,3B-08,3C-06	DSCL-PMC-AGSL-REPL-BS-04
Haridwar Road	04	3A-06	DSCL-PMC-AGSL-REPL-BS-05

