AGENDA

for GMADA Authority 40th Meeting

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR-62, SAS NAGAR

AGENDA FOR GMADA Authority 40th MEETING

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ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ: 40.01

(ਮਿਲਖ ਅਫਸਰ (ਹਾਊਸਿੰਗ))

Subject:- Rescheduling of dues of 1.13 Acres Commercial Site no.4 (Food Court site) in Sector-62, S.A.S Nagar allotted by GMADA to M/s Remigate Build Estates (India) Private Limited, New Delhi

1. Estate Officer (Housing), GMADA after considering the representations of the allottee (M/s Remigate Build Estates (India) Private Limited, New Delhi), Covid-19 and reports of the Engineering Branch, passed an Order dated 12.12.2025 **(Annexure-A)** vide which the date of allotment of the site has been re-scheduled from 01.02.2020 with first installment of interest becoming due from 01.08.2020. The allottee however, challenged the said order passed by Estate Officer (Housing), GMADA by filing CWP No. 39037 of 2025() before Hon'ble Punjab & Haryana High Court, which was disposed off by Hon'ble High Court vide order dated 23.12.2025 **(Annexure-B)** granting liberty to the Petitioner to prefer an Appeal within a period of 1 week and further the Appellate Authority was also directed to consider and decide the said appeal within 4 weeks of its receipt.
2. The allottee of 1.13 Acres Commercial Site no.4 (Food Court site) in Sector-62, S.A.S Nagar, thereafter filed a Representation-Cum-Appeal **(Annexure-C)** against the order dated 12.12.2025 of Estate Officer and demand notice dated 19.12.2025, which was post facto approved by GMADA Authority in its 37thmeeting vide Agenda Item no 37.14. **(Annexure-D).**
3. Additional Chief Administrator, GMADA cum Appellate Authority after considering this appeal on the basis of official records and submissions made by the Estate Officer (Housing), GMADA has observed that:-

   (i) M/s Remigate Build Estates (India) Private Limited, New Delhi {formerly known as M/s Remigate Software Developers (India)

Private Limited} had purchased 1.13 Acres commercial site no.4 (Food Court site) in Sector-62, Mohali in the auction held on 23.09.2015 at the total cost of Rs. 32,50,80,000.00. The allottee deposited the initial 20% amount of Rs. 6,50,16,000.00 and allotment letter of the site was issued to the allottee vide no. 4774 dated 29.01.2016 in which the allottee was required to deposit the balance 80% cost of site Rs. 26,00,64,000.00 in 5 yearly equated instalments with interest @ 12% per annum after a moratorium in the first 3 half yearly instalments from payment of principal amount in which only interest was payable. The first installment of interest was due from 23.03.2016 i.e. 6 months from the date of auction as per terms & conditions of the auction. Physical possession of the site was handed over to the allottee on 10.02.2016, however, the allottee vide his various representations highlighted the issues regarding feasibility of the site such as inadequate access, non-availability of water supply, passing sewerage line and regular encroachments by agitators.

(ii) The matter regarding re-scheduling of allotment, waiver of penal interest and extension of non-construction period of this site was under consideration and has been deliberated in various meetings of Authority of GMADA. In the 34th meeting of GMADA Authority, the Authority ordered that the representation of the allottee shall be put up before the Estate Officer and same shall be decided on merits. After passing the order against the representation, it may be brought before the Authority for information.

4. Finally, Additional Chief Administrator, GMADA- cum-Appellate Authority has decided this appeal vide his order dated 05.02.2026 **(Annexure-E)** subject to its confirmation and approval from GMADA Authority since the earlier orders dated 12.12.2025 were issued by Estate Officer (Housing), GMADA after confirmation and post facto approval of the

GMADA Authority. The schedule of payments proposed is as below:-

Sr No	Amount	Due Date	Principal	Interest	Total
1	244053732	01.03.2026	61013433	1444263	62457696
2	183040299	01.06.2026	61013433	5491209	66504642
3	122026866	01.09.2026	61013433	3660806	64674239
4	61013433	01.12.2026	61013433	1830403	62843836
			244053732	**12426681**	**256480413**

Also, the allottee may be given 3 years period for construction of building from 01.03.2026 and non-construction charges shall be applicable thereafter.

In view of above, order dated 05.02.2026 passed by Additional Chief Administrator, GMADA cum Appellate Authority are submitted before the GMADA Authority for confirmation and approval, so that same are implemented please.

Annexure-A

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN Sector 62, SAS Nagar

OFFICE ORDER

1.0 Site No. 4 in Sector 62, SAS Nagar was disposed off by way of auction held on 23-09-2015 and the successful bidder was issued allotment letter vide letter no. 4774 dated 02-01-2016. As per condition no. 4(I) the Possession of the site was to be handed over within 90 days from the date of issuance of allotment letter. It has also been mentioned that in case the allottee fails to take the possession of the site, then the same shall be deemed to have been handed over. Physical possession of the site was handed over on 10-02-2016. As per condition no. 5(1) the allottee had to undertake the construction after getting the building plans approved from GMADA and he has to complete the building within three years from the date of physical possession. Apart from this, payment schedule was also mentioned in the allotment letter. Two years moratorium period has been allowed before payment of first installment i.e. Principal plus interest. It has come been noticed that the allottee had submitted building plans for approval on 28-05-2018. After taking over the possession of site, the allottee continued on making representations, wherein he had highlighted the following issues:

1. *In-adequate access.*
2. *Non availability of Water supply.*
3. *Passing Sewerage line;*
4. *Regular encroachments by Agitators.*

2.0 For the redressal of these bottlenecks, the allottee made a number of representations and stopped payment of due installments. The allottee in his representation quoted the decision taken by Hon'ble Punjab and Haryana High Court in CWP No. 4108 of 2016 titled "Ram Krishan and others vs State of Haryana", wherein it has been mentioned that interest cannot be charged from the allottee till the completion of development work.

3.0 The Hon'ble Court in CWP 4108 of 2016 Ram Krishan and other Vs State of Haryana and others has passed direction as under:-

"Before parting with the order, it is observed that this court is flooded with huge litigation of such like disputes, where allotments of plots/booth sites, commercial sites, have been made by the respective Governments of the States of Punjab and Haryana, including their Corporations; Government undertakings, like HUDA and PUDA, without completing the development works and providing all basic amenities and facilities. Such action of the government is not only a disadvantage to Government itself, but also to the public at large, who has to indulge in litigation spend valuable time of their lives, hard earned money and energy in the courts for years. The time has now come that such type of actions of the Government to sites without making the same litigation free and without completing development works and providing all basic amenities and facilities, have to be curbed down, because such actions lead to multifarious litigation wasting precious time energy of the court, which can be utilized in disposal of some genuine litigation. Such casual approach of the Concerned officers has to be dealt with severely, Therefore, Chief Secretaries of the states of Punjab and Haryana as well as adviser to Administrator, Union Territory, Chandigarh, are hereby directed to ensure that ***no government site through any government agency shall be offered by way of allotment, auction or otherwise, until and unless the same is completely litigation free i.e. without any encumbrance etc. and is fully developed. Provided with all basic amenities****. Moreover, all the allottees have to be treated on parity without any discrimination, because every citizen of this country before the Government functionaries is equal before it."*

4.0 The Issue with regard to disposal of sites by way of auction was discussed in the meeting held on 02-01-2017 under the Chairmenship of Additional Chief Secretary Development, Punjab. In the minutes of said meeting it has been recorded that **in the Urban Estates sites through auction are disposed of only after providing the basic amenities such as development of site , sewerage, water supply, connectivity of roads , Parking etc.**

Fresh Reports of the engineering department have been obtained regarding feasibility of site which states as under-

" Date of completion of works related to Food Court site no 4 is as:

1) Water supply pipeline- 18.04.19
2) Completion of road with DBM- 31.07.18
3) Completion of road with BC- 30.04.19
4) Removal of pipeline from Gurudwara AMB Sahib within site- 18.10.18
5) Multi-storey parking as highlighted in Plan- Plan Changed
6) Water supply will be operation in 2 months from today
7) Status of road in front of PSEB office- Usually a protest site

As per reports above the site was **partially feasible** at the time of auction"

5.0 The whole matter was placed before the 34th meeting of the authority held on **25-07-2025** , The Authority while considering the detailed item has directed the Estate Officer to decide the representation of allottee on merit. In compliance to the directions of Authority, a show cause notice under section 44 of PRTPD Act was issued to the allottee on 28-10-2025, whereby he was requested to deposit the pending dues within 30 days, failing which action in light of provision made in PRTPD Act will be initiated against him. Against this notice, the allottee vide representation dated 29-10-2025 has retreated the issues highlighted earlier and requested to resolve the same.

6.0 As per report of engineering wing, the site in question was partially feasible at the time of auction. In view of the natural justice including COVID 19 relief, upon considering the representations, it has been decided to reschedule the payment schedule as per reports of account branch.

Installments in allotments are rescheduled from 01-02-2020			
Total sale price			**32,50,80,000.00**
Excess area amount			**3,04,855.00**
Total cost of site			**32,53,84,855.00**
20%			**6,50,16,000.00**
80%			**26,00,64,000.00**
Equated installment principal amount for 7 years			**5,20,12,800.00**
Due Date	**Amount of Principal**	**Interest**	**Total Amount dues**
01-Aug-20	0	15603840	15603840
01-Feb-21	0	15603840	15603840
01-Aug-21	0	15603840	15603840
01-Feb-22	52012800	15603840	67616640
01-Feb-23	52012800	24966144	76978944
01-Feb-24	52012800	18724608	70737408
01-Feb-25	52012800	12483072	64495872
01-Feb-26	52012800	6241536	58254336
Total	**260064000**	**124830720**	**384894720**
Installments amounts in allotment is rescheduled from 01-02-2020 therefore, the schedule of due dates of installment will be as per above chart. Penal Interest and Non construction will be extra.			

All other terms and conditions of allotment shall remain the same. Any excess amount paid will not be separately adjusted. This order may not be used as **precedent** in other similar cases.

This issues with the approval of the Authority of GMADA in its 37th meeting held on November 27, 2025, vide agenda item 37.14.

Estate Officer(H),
GMADA, SAS Nagar

Memo no. Eo(H)/GMADA/2025 19735-736 Dated:- 12/12/2025

A copy of the above is forwarded to the following for information and necessary action:-

1. Senior Account Officer (GMADA), SAS Nagar.
2. M/s Remigate Buildestates (India) Pvt. Ltd. R/o BJ-95, East Shalimar Bagh, New Delhi, North West, DL-110088, with reference to their repeated representations.

Estate Officer(H),
GMADA, SAS Nagar

Received
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Annexure-B

2025:PHHC:178243-DB

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

159 **CWP-39037-2025**
Date of decision : 23.12.2025

Remigate Buildestates (India) Pvt. Ltd.

... Petitioner

Versus

State of Punjab and others

... Respondents

CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present:- Dr. Anmol Rattan Sidhu, Senior Advocate with
Mr. Harlove Singh Rajput, Advocate for the petitioner.

***

Anupinder Singh Grewal, J. (Oral)

1. Learned Senior counsel for the petitioner submits that although the development work has not been completed by the respondents, the petitioner has been imposed penalty for the delay in completion of project. He further submits that the petitioner was entitled for re-scheduling of the payment in terms of the decision taken by the respondents on 12.12.2025 (Annexure P-12). He also submits that the impugned order is cryptic and does not indicate the correct calculations.

2. Issue notice to the respondents.

3. At the asking of the Court, Mr. Aftab Singh Khara, Senior DAG, Punjab, accepts notice on behalf of respondent No.1.

4. Ms. Avin Sandhu, Advocate has put in appearance on behalf of respondents No.2 & 3 and submits that the petitioner has a statutory remedy of

1 of 2
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2025:PHHC:178243-DB

preferring an appeal before the Appellate Authority in terms of Section 45(5) of the Punjab Regional and Town Planning and Development Act, 1995.

5. At this stage, learned counsel for the petitioner submits that he may be permitted to withdraw this petition with liberty to file an appeal and the petitioner be protected till the appeal is decided.

6. Heard.

7. In view of the above, we deem it appropriate to dispose of this petition with liberty to the petitioner to prefer an appeal within a period of one week from now and the appellate authority-respondent No.2 is directed to consider and decide the appeal within four weeks of its receipt.

8. However, it is clarified that the respondents would not take any coercive steps till the decision is taken in the appeal.

(ANUPINDER SINGH GREWAL)
JUDGE

(DEEPAK MANCHANDA)
JUDGE

December 23, 2025
sonia gugnani

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No

2 of 2
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Annexure- C

REMIGATE BUILDESTATES (INDIA) PRIVATE LIMITED

(Formerly known as Remigate Software Developers (India) Private Limited)

Registered Office: BJ-95, East Shalimar Bagh, New Delhi, North West DL, 110088 IN
CIN: U70100DL2013PTC255378, email: remigatebuildestates@gmail.com, Ph No. 9310688400

Date: 21.01.2026
Place: SAS Nagar, Mohali

To

The Chief Administrator
Greater Mohali Area Development Authority
PUDA BHAWAN, SECTOR 62, MOHALI

SUBJECT: **SUBMISSIONS IN THE APPEAL FILED IN THE CASE OF COMMERCIAL PROJECT SITE, "FOOD COURT SITE NO. 4", SECTOR – 62, SAS NAGAR, MOHALI.**

Reference: *Our Appeal dated: 24.12.2025 submitted to the Chief Administrator, GMADA (diary no. 1083973, dated: 26.12.2025).*

Respected Madam,

1. This is with reference to an appeal filed on 24.12.2025 with respect to an office order passed by the Estate Officer, GMADA, dated: 12.12.2025 pertaining to clearance of our dues and addressing project site related grievances. Madam, in furtherance to the same and the above stated appeal filed by us wherein the Authority has not taken any decision till date, we express our severe reservations on the orders passed by the Estate Office, GMADA, dated: 12.12.2025.

2. Madam, we would like to apprise your good self that we are keen to clear our long pending grievances with the Authority pertaining to our dues in the best interest of initiating project development works at site and propose to settle our dues amounting to INR 24, 44, 60, 160/- (after adjusting our already paid amount of INR 1, 56, 03, 840/-) in 6 equated instalment initiating from 01.03.2026. Details of the same are attached herewith as **Annexure – A** for ready reference.

3. Madam, in addition to the above, as our site is not fully developed as on date, no charges should be levied under the head of non-construction penalties and hence a time of 3 years may be considered from 01.04.2026 to complete the project in stipulated period.

1

Addl. Chief Administrator
GMADA, S.A.S. Nagar
D. No. 1109714 Dt. 21/01/2026

PRAYER/PROPOSAL

In view of the above facts we respectfully pray/propose as under:

I. To consider our proposal to settle our dues detailed herein above for an amount of INR 24, 44, 60, 160/- (after adjusting our already paid amount of INR 1, 56, 03, 840/-) in 6 equated instalment initiating from 01.03.2026.

II. To re-schedule our construction period from 01.04.2026 for a period of 3 years to complete our project development activities.

III. To direct the Authorities concerned to complete all developmental works of the site as depicted in the site plan provided at the time of auction including to provide basic civic amenities, regular water supply, construction of Multilevel Parking and completion of road links at the earliest.

Thanking you

Yours faithfully

For REMIGATE BUILDESTATES (INDIA) PVT. LTD.

Authorised Signatory

For M/s Remigate Buildestates (India) Pvt. Ltd.
Authorized Signatory

ANNX-IA

REMIGATE BUILDESTATES (INDIA) PVT. LTD.
Allotment vide Memo No.4774 dtd.29-1-16

PARTICULARS	Amount In Rs.
Balance payable as per GMADA	26,00,64,000.00
Less:- Amount paid on 23-06-16 to be adjusted towards capital pymt	1,56,03,840.00
TOTAL DUES OF GMADA	24,44,60,160.00

Amount In Rs.

SR. No.	PROPOSED SCHEDULE OF PAYMENTS DUE DATES	% PYMT	Principal payable	Interest@12%	Total Amount Due	Balance payable	Remarks
						20,37,16,800.00	After Final Order by the Authority
1	INITIAL PAYMENT UPTO 01-03-2026	16.67%	4,07,43,360.00	-	4,07,43,360.00	16,29,73,440.00	Installment no.2
2	01/09/26	16.67%	4,07,43,360.00	1,22,23,008.00	5,29,66,368.00	12,22,30,080.00	Installment no.3
3	01/03/27	16.67%	4,07,43,360.00	97,78,406.40	5,05,21,766.40	8,14,86,720.00	Installment no.4
4	01/09/27	16.67%	4,07,43,360.00	73,33,804.80	4,80,77,164.80	4,07,43,360.00	Installment no.5
5	01/03/28	16.67%	4,07,43,360.00	48,89,203.20	4,56,32,563.20	-	Installment no.6
6	01/09/28	16.67%	4,07,43,360.00	24,44,601.60	4,31,87,961.60		
	TOTAL	100.00%	24,44,60,160.00	3,66,69,024.00	28,11,29,184.00		

For REMIGATE BUILDESTATES (INDIA) PVT. LTD.

Authorised Signatory

Annexure-D

GMADA-CORD0MISC/59/2025-COORD. –GMADA

I/135593/2025

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ

ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ-62, ਐਸ.ਏ.ਐਸ ਨਗਰ।

ਸੇਵਾ ਵਿਖੇ,

1. ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਮਾਲ ਤੇ ਪੁਨਰ ਵਿਕਾਸ ਵਿਭਾਗ, ਪੰਜਾਬ ਸਿਵਲ ਸਕੱਤਰੇਤ, ਸੈਕਟਰ-09, ਚੰਡੀਗੜ੍ਹ।
2. ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਸਥਾਨਕ ਸਰਕਾਰ ਵਿਭਾਗ, ਪੰਜਾਬ, ਸਿਵਲ ਸਕੱਤਰੇਤ-2, ਚੰਡੀਗੜ੍ਹ।
3. ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਵਿੱਤ ਵਿਭਾਗ, ਪੰਜਾਬ ਸਿਵਲ ਸਕੱਤਰੇਤ-1, ਚੰਡੀਗੜ੍ਹ।
4. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ, ਪੰਜਾਬ, ਸਿਵਲ ਸਕੱਤਰੇਤ-2, ਚੰਡੀਗੜ੍ਹ।
5. ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਜਲ ਸਪਲਾਈ ਅਤੇ ਸੈਨੀਟੇਸ਼ਨ ਵਿਭਾਗ, ਪੰਜਾਬ ਸਿਵਲ ਸਕੱਤਰੇਤ-2, ਚੰਡੀਗੜ੍ਹ।
6. ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ,
   ਉਦਯੋਗ ਅਤੇ ਕਾਮਰਸ ਵਿਭਾਗ, ਉਦਯੋਗ ਭਵਨ, ਸੈਕਟਰ-17, ਚੰਡੀਗੜ੍ਹ।
7. ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,
   ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।
8. ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ,
   ਐਸ.ਏ.ਐਸ ਨਗਰ।
9. ਕਮਿਸ਼ਨਰ,
   ਮਿਉਂਸੀਪਲ ਕਾਰਪੋਰੇਸ਼ਨ, ਐਸ.ਏ.ਐਸ ਨਗਰ।
10. ਮੁੱਖ ਨਗਰ ਯੋਜਨਾਕਾਰ, ਪੰਜਾਬ,
    ਪੁੱਡਾ ਭਵਨ, ਸੈਕਟਰ-62, ਸਾਹਿਬਜਾਦਾ ਅਜੀਤ ਸਿੰਘ ਨਗਰ।

ਪੱਤਰ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਵਿਸ਼ਾ:- ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਿਟੀ ਦੀ 37ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ (Proceeding) ਜਾਰੀ ਕਰਨ ਬਾਰੇ।

ਉਪਰਕੇਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ।

ਆਪ ਨੂੰ ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਦੀ 37ਵੀਂ ਅਥਾਰਿਟੀ ਦੀ ਮੀਟਿੰਗ ਜੋ ਕਿ ਮਿਤੀ: 27.11.2025 ਨੂੰ ਸਵੇਰੇ 11.00 ਵਜੇ ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਹੋਈ ਸੀ, ਦੀ ਕਾਰਵਾਈ (Proceeding) ਦੀ ਕਾਪੀ ਆਪ ਜੀ ਨੂੰ ਸੂਚਨਾਂ ਲਈ ਭੇਜੀ ਜਾਂਦੀ ਹੈ ਜੀ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਤੁਪਿੰਦਰ ਕੌਰ

ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),

ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

GMADA-CORD0MISC/59/2025-COORD. –GMADA

I/135593/2025

ਪਿੱਠ ਅੰਕਣ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਪੱਤਰ ਦਾ ਉਤਾਰਾ ਨਿੱਜੀ ਸਕੱਤਰ/ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਨੂੰ ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਪੰਜਾਬ ਜੀ ਦੀ ਸੂਚਨਾਂ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ ਜੀ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਕੁਲਪਿੰਦਰ ਕੌਰ
ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),
ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

ਪਿੱਠ ਅੰਕਣ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਪੱਤਰ ਦਾ ਉਤਾਰਾ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸ਼ਕ (ਵਿੱਤ ਤੇ ਲੇਖਾ), ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ ਜੀ ਦੀ ਸੂਚਨਾਂ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ ਜੀ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਕੁਲਪਿੰਦਰ ਕੌਰ
ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),
ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

ਪਿੱਠ ਅੰਕਣ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਪੱਤਰ ਦਾ ਉਤਾਰਾ ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸ਼ਕ ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ ਜੀ ਦੀ ਸੂਚਨਾਂ ਲਈ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ ਜੀ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਕੁਲਪਿੰਦਰ ਕੌਰ
ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),
ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

ਪਿੱਠ ਅੰਕਣ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਪੱਤਰ ਦਾ ਉਤਾਰਾ ਜਰਨਲ ਮੈਨੇਜਰ (IT & C), ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ ਜੀ ਨੂੰ ਭੇਜਕੇ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਅਤੇ ਅਜੰਡਾ ਗਮਾਡਾ ਦੀ ਵੈਬਸਾਈਟ ਤੇ ਅਪਲੋਡ ਕਰਵਾਉਣ ਦੀ ਕ੍ਰਿਪਾਲਤਾ ਕੀਤੀ ਜਾਵੇ ਜੀ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਕੁਲਪਿੰਦਰ ਕੌਰ
ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),
ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

ਪਿੱਠ ਅੰਕਣ ਨੰ: ਗਮਾਡਾ-ਤਾਲਮੇਲ ਸ਼ਾਖਾ-ਸ-4-2025/ ਮਿਤੀ: 11.12.25

ਪੱਤਰ ਦਾ ਉਤਾਰਾ ਹੇਠ ਲਿਖਿਆ ਨੂੰ ਭੇਜ ਕੇ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਆਪਣੇ ਦਫਤਰ ਨਾਲ ਸਬੰਧਤ ਮੱਦਾ ਬਾਰੇ ਹੋਏ ਫੈਸਲੇ ਅਨੁਸਾਰ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਕਰਨ ਉਪਰੰਤ ਕੀਤੀ ਕਾਰਵਾਈ ਦੀ ਰਿਪੋਰਟ ਇਸ ਦਫਤਰ ਨੂੰ ਭਿਜਵਾਈ ਜਾਵੇ ਤਾਂ ਜੋ ਫੋਲੋ-ਅਪ ਸਬੰਧੀ ਕਾਰਵਾਈ ਕੀਤੀ ਜਾ ਸਕੇ ਜੀ:-

1. ਮੁੱਖ ਇੰਜੀਨੀਅਰ, ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।
2. ਮਿਲਖ ਅਫਸਰ (ਪਲਾਟਸ/ ਹਾਊਸਿੰਗ), ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।
3. ਡੋ ਪ੍ਰਾਪਤੀ ਕੁਲੈਕਟਰ, ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।
4. ਮਿਲਖ ਅਫਸਰ (ਪਾਲਿਸੀ), ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।

ਨੱਥੀ/ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਕਾਪੀ

ਕੁਲਪਿੰਦਰ ਕੌਰ
ਪ੍ਰਬੰਧਕ ਅਫਸਰ (ਤਾਲਮੇਲ),
ਵਾ: ਮਿਲਖ ਅਫਸਰ (ਤਾਲਮੇਲ)

ਮਾਨਯੋਗ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ-ਕਮ-ਚੇਅਰਮੈਨ, ਗਮਾਡਾ ਜੀ ਦੀ ਪ੍ਰਧਾਨਗੀ ਹੇਠ ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਿਟੀ ਦੀ ਮਿਤੀ 27.11.2025 ਨੂੰ ਸਵੇਰੇ 11:00 ਵਜੇ ਹੋਈ 37ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ।

ਮੀਟਿੰਗ ਵਿੱਚ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਮੈਂਬਰਾਂ ਨੇ ਭਾਗ ਲਿਆ:-

ਲੜੀ ਨੰ:	ਅਧਿਕਾਰੀ ਦਾ ਨਾਮ ਅਤੇ ਅਹੁਦਾ ਸਰਵ ਸ੍ਰੀ/ਸ੍ਰੀਮਤੀ	ਅਹੁਦਾ
1	ਤੇਜਵੀਰ ਸਿੰਘ, ਆਈ.ਏ.ਐਸ ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਸਥਾਨਕ ਸਰਕਾਰ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ
2	ਵਿਕਾਸ ਗਰਗ, ਆਈ.ਏ.ਐਸ ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ ਸਕੱਤਰ
3	Nilkanth S Avhad ਆਈ.ਏ.ਐਸ ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਜਲ ਸਪਲਾਈ ਅਤੇ ਸੈਨੀਟੇਸ਼ਨ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ
4	ਜਗਜੀਤ ਸਿੰਘ, ਪੀ.ਸੀ.ਐਸ. (Additional Director) (ਨੁਮਾਇੰਦਾ) ਸਕੱਤਰ, ਪੰਜਾਬ ਸਰਕਾਰ, ਉਦਯੋਗ ਅਤੇ ਕਾਮਰਸ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ
5	V.N Zade, IAS (ਸਕੱਤਰ ਖਰਚਾ) (ਨੁਮਾਇੰਦਾ) ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ ਵਿੱਤ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ
6	ਮਨਵੇਸ਼ ਸਿੰਘ ਸਿੱਧੂ, ਆਈ.ਏ.ਐਸ ਸਕੱਤਰ, ਮਾਲ ਵਿਭਾਗ (ਨੁਮਾਇੰਦਾ) ਵਧੀਕ ਮੁੱਖ ਸਕੱਤਰ ਪੰਜਾਬ ਸਰਕਾਰ, ਮਾਲ ਤੇ ਪੁਨਰ ਵਿਕਾਸ ਵਿਭਾਗ, ਪੰਜਾਬ	ਮੈਂਬਰ
7	ਸਾਕਸ਼ੀ ਸਾਹਨੀ, ਆਈ.ਏ.ਐਸ, ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ	ਮੈਂਬਰ

8	ਕੋਮਲ ਮਿੱਤਲ, ਆਈ.ਏ.ਐਸ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ ਨਗਰ।	ਮੈਂਬਰ
9	ਪਰਮਿੰਦਰ ਸਿੰਘ, ਆਈ.ਏ.ਐਸ ਕਮਿਸ਼ਨਰ, ਮਿਊਂਸੀਪਲ ਕਾਰਪੋਰੇਸ਼ਨ, ਐਸ.ਏ.ਐਸ ਨਗਰ।	ਮੈਂਬਰ
10	ਮਨਦੀਪ ਕੌਰ ਮੁੱਖ ਨਗਰ ਯੋਜਨਾਕਾਰ, ਪੰਜਾਬ, ਗਰਾਮ ਅਤੇ ਨਗਰ ਯੋਜਨਾਕਾਰ, ਪੰਜਾਬ।	ਮੈਂਬਰ

ਮੀਟਿੰਗ ਵਿੱਚ ਲੜੀਵਾਰ ਅਜੰਡਾ ਆਈਟਮਾਂ ਤੇ ਵਿਚਾਰ ਕੀਤਾ ਗਿਆ ਅਤੇ ਹੇਠ ਲਿਖੇ ਅਨੁਸਾਰ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ:-

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.01

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਟੀ ਦੀ 33ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਨ ਬਾਰੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 33ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕੀਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.02

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਿਟੀ ਦੀ 33ਵੀਂ ਮੀਟਿੰਗ ਜੋ ਕਿ ਮਿਤੀ 10-07-2025 ਨੂੰ ਹੋਈ ਸੀ, ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਦਾ ਮੱਦ-ਵਾਰ ਵਿਵਰਣ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 33ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਕੀਤੇ ਗਏ ਫੈਸਲਿਆ ਤੇ ਦਫਤਰ ਵੱਲੋਂ ਕੀਤੀ ਕਾਰਵਾਈ ਤੇ ਤਸੱਲੀ ਪ੍ਰਗਟਾਈ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.03

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਟੀ ਦੀ 34ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਨ ਬਾਰੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 34ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕੀਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.04

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ ਦੀ 34ਵੀਂ ਮੀਟਿੰਗ ਜੋ ਕਿ ਮਿਤੀ 22-07-2025 ਨੂੰ ਹੋਈ ਸੀ, ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਦਾ ਮੱਦ-ਵਾਰ ਵਿਵਰਣ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 34ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਕੀਤੇ ਗਏ ਫੈਸਲਿਆ ਤੇ ਦਫਤਰ ਵੱਲੋਂ ਕੀਤੀ ਕਾਰਵਾਈ ਤੇ ਤਸੱਲੀ ਪ੍ਰਗਟਾਈ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.05

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਟੀ ਦੀ 35ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸ਼ਟੀ ਕਰਨ ਬਾਰੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 35ਵੀਂ ਮੀਟਿੰਗ ਦੀ ਕਾਰਵਾਈ ਦੀ ਪੁਸਟੀ ਕੀਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.06

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਵਿਕਾਸ ਅਥਾਰਿਟੀ (ਗਮਾਡਾ) ਦੀ ਅਥਾਰਿਟੀ ਦੀ 35ਵੀਂ ਮੀਟਿੰਗ ਜੋ ਕਿ ਮਿਤੀ 20-08-2025 ਨੂੰ ਹੋਈ ਸੀ, ਵਿੱਚ ਲਏ ਗਏ ਫੈਸਲਿਆਂ ਤੇ ਕੀਤੀ ਗਈ ਕਾਰਵਾਈ ਦਾ ਮੱਦ-ਵਾਰ ਵਿਵਰਣ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਗਮਾਡਾ ਅਥਾਰਿਟੀ ਦੀ 35ਵੀਂ ਮੀਟਿੰਗ ਵਿੱਚ ਕੀਤੇ ਗਏ ਫੈਸਲਿਆ ਤੇ ਦਫਤਰ ਵੱਲੋਂ ਕੀਤੀ ਕਾਰਵਾਈ ਤੇ ਤਸੱਲੀ ਪ੍ਰਗਟਾਈ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.07

ਨੈਸ਼ਨਲ ਸਕਿੱਲ ਟ੍ਰੈਨਿੰਗ ਇੰਸਟੀਚਿਊਟ ਫਾਰ ਵੂਮੈਨ ਨੂੰ ਸੈਕਟਰ 81 ਐਸ.ਏ.ਐਸ ਨਗਰ ਵਿਖੇ ਸਥਾਪਿਤ ਕਰਨ ਲਈ 5.00 ਏਕੜ ਭੋਂ ਤਬਦੀਲ ਕਰਨ ਸਬੰਧੀ।

ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ ਨਗਰ ਵੱਲੋਂ ਦੱਸਿਆ ਗਿਆ ਕਿ ਪੰਚਾਇਤ ਵੱਲੋਂ ਇਸ ਸਬੰਧੀ ਮਤਾ ਪਾਇਆ ਗਿਆ ਹੈ ਕਿ ਕਿਉਜੋ ਉਹਨਾਂ ਵੱਲੋਂ ਇਹ ਪੰਜ ਏਕੜ ਭੋਂ ਆਈ.ਟੀ.ਆਈ ਬਣਾਉਣ ਲਈ ਦਿੱਤੀ ਗਈ ਸੀ ਪਰ ਵਿਭਾਗ ਵੱਲੋਂ ਇਥੇ ਆਈ.ਟੀ.ਆਈ ਨਹੀਂ ਬਣਾਈ ਗਈ ਇਸ ਲਈ ਇਹ ਭੋ ਉਹਨਾਂ ਨੂੰ ਵਾਪਸ ਕਰ ਦਿੱਤੀ ਜਾਵੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਕਿਹਾ ਗਿਆ ਕਿ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਗਮਾਡਾ, Technical Education Department ਅਤੇ ਡਿਪਟੀ ਕਮਿਸ਼ਨਰ, ਐਸ.ਏ.ਐਸ ਨਗਰ ਇਸ ਮਸਲੇ ਸਬੰਧੀ ਸਥਾਈ ਹੱਲ ਕਰਨ ਉਪਰੰਤ ਅਥਾਰਿਟੀ ਵਿੱਚ ਅਜੰਡਾ ਦੁਬਾਰਾ ਪੇਸ਼ ਕਰਨਗੇ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.08

Request for extension in period for construction of office building and waiver of extension fee of National Sample survey Office (NSSO), Sector-68, SAS Nagar.

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਪ੍ਰਸਤਾਵ ਮੰਨਜ਼ੂਰ ਕੀਤਾ ਗਿਆ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.09

ਸੈਕਟਰ 89, ਐਸ.ਏ.ਐਸ ਨਗਰ ਵਿਖੇ ਗੁਰੂਦੁਆਰਾ ਸਾਹਿਬ ਦੀ ਸਥਾਪਨਾ ਲਈ ਭੋਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਬਾਰੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਡੈਫਰ (Defer) ਕੀਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.10

ਸੈਕਟਰ 76-80 ਵਿਖੇ ਡਰਾਅ ਰਾਹੀ ਅਲਾਟ ਕੀਤੇ 100 ਵਰਗ ਗਜ ਦੇ ਪਲਾਟ ਨਾਨ ਫਿਜੀਬਲ/ ਰਿਵਾਇਜਡ ਲੇ-ਆਉਟ ਪਲਾਨ ਵਿੱਚ ਪਲਾਟਾਂ ਦੀ ਹੋਂਦ ਨਾ ਹੋਣ ਕਾਰਣ ਬਦਲਵੇਂ ਪਲਾਟ ਅਲਾਟ ਕਰਨ ਸਬੰਧੀ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਪ੍ਰਵਾਨ ਕੀਤੀ ਗਈ ਅਤੇ ਹੁਕਮ ਦਿੱਤੇ ਗਏ ਕਿ ਲਿਸਟ ਅਨੁਸਾਰ ਅਲਾਟੀਆ ਨੂੰ ਤਜਵੀਜ ਅਨੁਸਾਰ ਵਿਚਾਰ ਲਿਆ ਜਾਵੇ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.11

ਮੈਡੀਸਿਟੀ ਵਿਖੇ ਮੈਡੀਕਲ ਕਾਲਜ ਲਈ ਰਿਜਰਵ ਸਾਈਟਾਂ ਦੀ ਰੀਪਲੈਨਿੰਗ ਬਾਰੇ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਅਜੰਡਾ ਆਈਟਮ ਵਿੱਚ ਲੜੀ ਨੰ: 1 ਤੇ ਦਿੱਤੀ ਗਈ ਤਜਵੀਜ ਸਬੰਧੀ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ ਕਿ ਮੈਡੀਸਿਟੀ ਵਿੱਚ ਇੱਕ ਸਾਈਟ ਨੂੰ ਮੈਡੀਕਲ ਕਾਲਜ ਲਈ ਰਿਜਰਵ ਰੱਖਦੇ ਹੋਏ ਬਾਕੀ ਪੈਦੀਆਂ ਸਾਈਟਾਂ ਨੂੰ ਰੀ-ਪਲੈਨ ਕਰਨ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ ਅਤੇ ਅੱਗੇ ਤੋਂ e-auction ਰਾਹੀਂ ਅਲਾਟਮੈਂਟ ਦੀ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.12

ਹੈਬੀਟੈਟ ਸੈਂਟਰ ਸੈਕਟਰ- 64, ਫੇਜ-10

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ ਕਿ ਹੈਬੀਟੈਟ ਸੈਟਰ ਨੂੰ ਸਰਕਟ ਹਾਊਸ ਬਣਾਉਣ ਲਈ ਗਮਾਡਾ ਵੱਲੋਂ GAD (General Administrative Department) ਨੂੰ ਸੌਂਪ ਦਿੱਤਾ ਜਾਵੇ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.13

Acquisition of land for construction of road. (ਜੁਡੀਸ਼ਲ ਕੰਪਲੈਕਸ)

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਨੂੰ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

ਅਜੰਡਾ ਆਈਟਮ ਨੰ:37.14

Re-scheduling of allotment letter, waiver of Penal Interest and extension of construction period of 1.2 acres "Food Court site No. 4, Sector 62, SAS Nagar.

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਨੂੰ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

ਸਪਲੀਮੈਂਟਰੀ ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ 37.15

Acquisition of Land for construction of Vertical & Horizontal Master Plan Grid roads.

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਨੂੰ ਡੈਫਰ (Defer) ਕੀਤਾ ਗਿਆ ।

ਸਪਲੀਮੈਂਟਰੀ ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ 37.16

ਐਸ.ਏ.ਐਸ.ਨਗਰ ਵਿਖੇ ਟਰਾਂਸਪੋਰਟ ਭਵਨ ਦੀ ਸਥਾਪਨਾ ਲਈ ਭੋਂ ਦੀ ਅਲਾਟਮੈਂਟ ਕਰਨ ਸਬੰਧੀ।

ਅਥਾਰਿਟੀ ਵੱਲੋਂ ਮੱਦ ਨੂੰ ਪ੍ਰਵਾਨਗੀ ਦਿੱਤੀ ਗਈ।

ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ,	ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ,	ਮੁੱਖ ਸਕੱਤਰ,
ਗਮਾਡਾ, ਐਸ.ਏ.ਐਸ ਨਗਰ।	ਮਕਾਨ ਉਸਾਰੀ ਤੇ ਸ਼ਹਿਰੀ ਵਿਕਾਸ ਵਿਭਾਗ।	ਪੰਜਾਬ।

Annexure-E

In the Court of Appellate Authority-cum-Additional Chief Administrator, GMADA, SAS Nagar

Appeal No. 1083973

Dated: 26/12/2025

Dkt No. : 475-476 Dated: 05/02/2026

M/s Remigate Buildestates Pvt Ltd

Appellant

Estate Officer, GMADA

Respondent

APPEAL AGAINST RESCHEDULING ORDERS DATED 12-12-2025 OF ESTATE OFFICE UNDER THE PUNJAB REGIONAL AND TOWN PLANNING AND DEVELOPMENT ACT, 1995

ORDER

M/s Remigate Build Estates (India) Private Limited, New Delhi has filed a Representation-Cum-Appeal against the order dated 12.12.2025 and demand notice dated 19.12.2025 in compliance to the orders in Civil Writ Petition No. 39037 of 2025 passed by the Hon'ble Punjab& Haryana High Court on 23.12.2025.

Brief Facts of the case are as under:-

1. M/s Remigate Build Estates (India) Private Limited, New Delhi {formerly known as M/s Remigate Software Developers (India) Private Limited}had purchased 1.13 Acres commercial site no.4 (Food Court site) in Sector-62, Mohali in the auction held on 23.09.2015 at the total cost of Rs. 32,50,80,000.00.

2. The allottee deposited the initial 20% amount of Rs. 6,50,16,000.00 and allotment letter of the site was issued to the allottee vide no. 4774 dated 29.01.2016 in which the allottee was required to deposit the balance 80% cost of site Rs. 26,00,64,000.00 in 5 yearly equated instalments with interest @ 12% per annum after a moratorium in the first 3 half yearly instalments from payment of principal amount in which only interest was payable. The first installment of interest was due from 23.03.2016 i.e. 6 months from the date of auction as per terms & conditions of the auction.

3. Physical possession of the site was handed over to the allottee on 10.02.2016, however, the allottee vide his various representations highlighted the issues regarding feasibility of the site such as inadequate access, non-availability of water supply, passing sewerage line and regular encroachments by agitators.

4. The Engineering Branch has reported regarding feasibility of site in which date of completion of works and points raised by the allottees is as under:-

Sr. No.	Name of Service/Issue	Date on which completed
1.	Water Supply Pipeline	18.04.2019
2.	Completion of road with DBM	31.07.2018
3.	Completion of road with BC	30.04.2019
4.	Removal of pipeline from Gurudwara AMB Sahib within site	18.10.2018
5.	Multi-storey Parking as highlighted in plan	Plan Changed
6.	Water Supply	To be operational in 2 months
7.	Status of road in front of PSEB office	Usually a protest site

5. In view of the reports of Engineering Branch, the site was partially feasible at the time of Auction; therefore, the matter was presented in the 34th meeting of GMADA Authority held on 25.07.2025 in which the Authority directed the Estate Officer to decide the representation of the allottee on merit.

6. The matter regarding re-scheduling of allotment, waiver of penal interest and extension of non-construction period of this site was under consideration and has been deliberated in various meetings of Authority of GMADA as detailed below:-

No. of meeting of Authority	Agenda Item No.	Proposal submitted before the Authority	Decision of the Authority
28th	28.19	1. Payment of Rs. 9.87 Crores made in advance may be treated as received on the deemed date of allotment i.e. 01.02.2020. 2. Deemed date of allotment may be taken as 01.02.2020. 3. Balance dues on 01.02.2020 will become Rs. 22.00 Crores which will be recoverable in 8 half yearly instalments @12% interest.	Authority approved the recommendations of Executive Committee.
33rd	33.30	The matter was submitted before the Authority to pass appropriate orders after giving personal hearing to the allottee.	Authority deffered the agenda and ordered that Principal Secretary, HUD shall give personal hearing to the promoters of Remigate in view of orders passed by Hon'ble High Court on 28.04.2025 and present the matter before Authority with recommendations.
34th	34.01	1. Waiver of interest on the pending principal amount till date. 2. Re-scheduling of the balance principal amount into 8 equated half yearly	The representation shall be put up before the Estate Officer and same shall be decided on merits. After passing the order against the

		instalments with applicable interest. 3.Immediate development of road links and provision of water supply at the site. 4. Re-scheduling of the allotment letter and construction timeline from the current date.	representation, it may be brought before the Authority for information.
37th	37.14	The orders passed by Estate Officer (Housing), GMADA vide letter No. 17919 dated 22.11.2025 were submitted before the Authority for confirmation and Post Facto Approval.	Authority approved the agenda.

7. Estate Officer (Housing), GMADA after considering the representations of the allottee, Covid-19 and reports of the Engineering Branch presented the proposed order before GMADA Authority in its 37th meeting vide agenda item no 37.14 for confirmation and post facto approval and subsequently after approval of GMADA Authority, passed office order No. EO (H)/2025/19736 dated 12.12.2025 in which the date of allotment of the site has been re-scheduled from 01.02.2020 with first installment of interest due from 01.08.2020.

8. The allottee challenged the order passed by Estate Officer (Housing), GMADA by filing CWP No. 39037 of 2025 in the Hon'ble Punjab & Haryana High Court which was disposed off by the Hon'ble Court on 23.12.2025 with liberty to the petitioner to prefer an Appeal within a period of 1 week and the Appellate Authority has been directed to consider and decide the appeal within 4 weeks of its receipt.

9. The allottee has filed this representation cum appeal on 24.12.2025 in which the allottee has requested to set aside the order passed by Estate Officer (Housing), GMADA on 12.12.2025 finding the calculation incorrect, illegal levy of penal interest and non-construction charges and Non adjustment of payments already made. The allottee has also requested to re-schedule the payment plan with effect from 12.12.2025 with 6 bi-yearly instalments from 12.12.2025. The allottee has further requested to complete the development works of the site as promised at the time of auction and depicted in the site plan i.e. regular water supply, construction of multi level parking and construction of roads.

10. Senior Accounts Officer (Recovery), GMADA vide letter No. 20356 dated 31.12.2025 has informed that the instalments of site No. 4, sector-62 has been re-scheduled from 01.02.2020 vide office order No. 19735 dated 12.12.2025 and the instalment ledger attached with this letter shows that the amount of Rs. 1,63,15,000.00 deposited by the allottee on 23.06.2016 has been adjusted against the installment of moratorium interest due on 01.08.2020. However, the amount of Rs. 1,63,15,000.00 deposited by the allottee on 23.06.2016 was required to be adjusted against the principal of Rs. 26,00,64,000.00.

11. In this regard, a report has been sought from Estate Officer (Housing), GMADA vide this office letter No. 1214 dated 27.01.2026 regarding re-scheduling of instalments/charging of Penal Interest and NCF with

retrospective effect and not adjusting the amount deposited by the allottee on 23.06.2016 against the principal due from the allottee.

12. Estate Officer (Housing), GMADA has sent his reply vide his letter No. SPL/4 dated 30.01.2026 which is reproduced as under:-

Sr. No.	Query	Reply
1.	How re-scheduling of instalments and charging of penal interest and NCF could be done with retrospective effect from the date of issuance of orders dated 12.12.2025	As per the Engineering Wing's reports, the site in question was only partially feasible at the time of auction and works were completed at later date. Consequently, in the interest of natural justice and COVID-19 relief, the Authority considered the submitted representation w.r.t. proposal of this office approved the rescheduling of payments with effect from 01-02-2020 (Ref Agenda Item No. 37.14). As per allotment conditions no. 3.2 (iv) in case any installment or part thereof is not paid by the due date, the penal interest will be charged 18% on the delayed period Therefore, penal interest is charged. As the payment schedule was rescheduled from 01.02.2020, therefore the construction moratorium of 3 years plus 6 months of Covid-19 is granted from 01-02-2020, which was lapsed on 01.08.2023 and thereafter NCF is charged accordingly.
2.	Why the amount of Rs. 1,56,03,840/- paid on 23-01-2016 not included in Principal amount.	The office order of rescheduling the payments from 01-02-2020 of instalments in allotment and any excess amount paid will not be separately adjusted was duly approved by the Authority in its meeting vide agenda item no. 37.14 and the same was conveyed to the allottee. Total cost of the site as per allotment is Rs. 32,50,80,000/-and 20% initial amount is Rs. 6,50,16,000/- and also later on area got increased which cost Rs. 3,04,855/-, so total cost becomes Rs. 32,53,84,855/- Prior to 01-02-2020, allottee had deposited total Rs. 8,95,25,000/- apart from Cancer Cess, out of which Rs. 6,50,16,000/- is adjusted for 20% initial amount and Rs. 3,04,855 is adjusted as excess area amount and amount received after initial amount i.e. of Rs 1,60,10,268/-is adjusted in the instalments of rescheduled dues dates. This excess amount was not part of initial amount/ allotment amount, therefore excess amount is not adjusted against balance Principal Amount. Moreover, as per clause no 3.2 (vii) of

		allotment letter in case any advance payment which is not less than the next due installment then the remaining instalments shall be rescheduled and this excess amount does not qualify for rescheduling.

13. The various documents on record have been considered and the undersigned has considered the following issues:-

A) Not including the amount of Rs. 1,56,03,840.00 Crores in the principal amount while considering the balance amount to be paid and re-scheduling of the same.

B) Re-scheduling of dues from 01.08.2020 giving him the benefit of moratorium from payment of principal in the first 3 instalments and payment in 5 yearly instalments due from 01.02.2022 to 01.02.2026.

After going through all the documents placed on record, the undersigned is of the opinion that the office order No. 17936 dated 12.12.2025 is not justified on the following grounds:-

1. The allotment has been re-scheduled from 01.02.2020 and the allottee had deposited the amount of Rs. 1,63,15,000.00 on 23.06.2016. Therefore, any amount deposited before the date of allotment needs to be adjusted against principal and the dues are required to be calculated in instalments after adjustment of the amount deposited against principal. The reply of Estate Officer (Housing), GMADA dated 30.01.2026 whereby, he has stated that " *The office order of rescheduling the payments from 01-02-2020 of instalments in allotment and any excess amount paid will not be separately adjusted was duly approved by the Authority in its meeting vide agenda item no. 37.14"* ... It is not justified since Authority in its meeting did not go into the calculations of the amount due from the allottee, infact, the Authority accorded its post facto approval to the Calculations presented by Estate Officer (Housing), GMADA in the meeting.

2. The order has been passed on 12.12.2025, whereas, as per re-scheduling chart the allottee has been asked to depositthe dues with effect from 01.08.2020 which is unjustified and legally untenable. Had these orders been passed 2 months later, the due date for depositing the last instalment would have already passed. Similarly, the reply of Estate Officer (Housing), GMADA dated 30.01.2026 whereby, he has stated that *"as per the Engineering Wing's reports, the site in question was only partially feasible at the time of auction and works were completed at later date. Consequently, in the interest of natural justice and COVID-19 relief, the Authority considered the submitted representation w.r.t. proposal of this office approved the rescheduling of payments with effect from 01-02-2020 (Ref Agenda Item No. 37.14)"* .... It is not justified since Authority in its meeting accorded its post facto approval to the Calculations presented by Estate Officer (Housing), GMADA in the meeting.

The allottee has offered to deposit the dues in 6 half yearly instalments with last instalment getting due on 01.09.2028 and has requested to re-schedule construction period from 01.04.2026 for 3 years.

The undersigned after deliberations feels it appropriate that the following schedule of payments may be issued to the allottee for payment of dues considering the date of issuance of re-scheduling as 10.02.2026:-

Sr No	Amount	Due Date	Principal	Interest	Total
1	244053732	01.03.2026	61013433	1444263	62457696
2	183040299	01.06.2026	61013433	5491209	66504642
3	122026866	01.09.2026	61013433	3660806	64674239
4	61013433	01.12.2026	61013433	1830403	62843836
			244053732	**12426681**	**256480413**

The allottee may be given 3 years period for construction of building from 01.03.2026 and non-construction charges shall be applicable thereafter.

Since, the earlier orders dated 12.12.2025 were issued after confirmation and post facto approval of the GMADA Authority, the above said orders shall be applicable and the revised schedule shall be issued after confirmation by the Authority.

Ordered accordingly.

Dated:- 05/02/2026

Appellate Authority - cum -
Additional Chief Administrator,
GMADA

ਅਜੰਡਾ ਆਈਟਮ ਨੰਬਰ: 40.02

(ਮੁੱਖ ਇੰਜੀਨੀਅਰ)

Subject:- Approval of Request for Proposal (RFP), Schedules and Draft Concession Agreement for "Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under Mohali Next Generation Program" on Hybrid Annuity Model (HAM).

1. Background and Policy Directions

Hon'ble Minister (Housing & Urban Development), Punjab, conveyed the vision of the Government of Punjab to transform Mohali, being the gateway to the State, into a world-class city reflecting the progress, pride, and potential of Punjab. The Government, under the leadership of the Hon'ble Chief Minister, is committed to developing Mohali as a clean, organized, modern, and welcoming city for residents, visitors, and investors.

To initiate this transformation, the Government of Punjab decided to take up the first phase of upgradation and beautification of approximately 100 km of major roads in Mohali, covering areas under GMADA as well as Municipal Corporation, SAS Nagar, to global standards. These road corridors are envisaged to set benchmarks for quality, safety, urban aesthetics, and long- term upkeep for the entire State.

The vision for Mohali under the programme includes:

- Smooth, safe, and modern road corridors ensuring comfortable travel and reduced traffic congestion.
- Clean and well-maintained streets with regular sweeping and upkeep of the entire Right of Way (RoW).
- Provision of world-class urban design elements including landscaping, improved footpaths, signage, street lighting, and junction improvements.
- Enhanced mobility and connectivity to support Mohali's growing IT sector, industries, educational institutions, and residential areas.
- Creation of a welcoming and vibrant city environment, positioning Mohali as the finest entry point to Punjab.

The Principal Secretary (Housing) was directed to initiate the exercise for comprehensive upgradation and beautification of major roads in Mohali in a time-bound manner.

2. Constitution of Committee and Finalization of PMU RFP

In pursuance of the above directions, the Chief Administrator, GMADA, constituted a committee vide Endorsement No. 19052–60 dated 01.12.2025 comprising the following officers of GMADA and MC, SAS Nagar for finalization of the RFP for engagement of a Project Management Unit (PMU):

1. Chief Engineer, GMADA
2. Chief Engineer, MC, SAS Nagar
3. Superintending Engineer (C-1), GMADA
4. Divisional Engineer (Horticulture), GMADA
5. Corporation Engineer, MC, SAS Nagar

The Committee finalized the RFP for engagement of a PMU for a period of two (02) years comprising one (01) year construction period and one (01) year maintenance period, and decided to float the same through Divisional Engineer (C-3), GMADA.

3. Decision to Execute Works on Hybrid Annuity Model (HAM)

After deliberations at higher level, it was decided to execute the project under Hybrid Annuity Model (HAM) through a single agency instead of inviting separate tenders on SBD pattern.

Under HAM:

- Government contribution: 40% of project cost (milestone-based).
- Balance 60% to be arranged by concessionaire.
- Annuity payment in installments over concession period of 10 years.
- Interest rate generally benchmarked to average one-year MCLR of leading banks + 2%.
- Supervision through Project Management Unit (PMU).

The Hybrid Annuity Model (HAM) is generally designed and found to be financially sustainable for National Highway projects, wherein a substantial portion of the project cost, particularly the annuity component, is supported through toll revenue; however, the roads proposed under the present project are urban roads located within municipal limits, where levy of toll is neither envisaged nor considered feasible under the existing policy framework. However, the Hybrid Annuity Model is considered for urban roads to spread the financial outgo over the concession period of 10 years and minimize immediate budgetary impact on the State/GMADA.

Approval to place the agenda for ex post facto approval prior to allotment was accorded by Chairman, GMADA-cum-Chief Secretary, Punjab.

4. Scope of work included in the tender document

The brief for scope of work included in the tender document is as follows:

- Periodic re-carpeting of roads every five years based on testing and design recommendations from a recognized Government institute of repute, such as the Indian Institute of Technology (IIT), Punjab Engineering College (PEC), or

the Research Laboratory of PWD (B&R), Patiala.

- Beautification of roads including improvement of cross junctions, providing & installation of Bus Queue shelters, SS Benches, Litterbins, Interlocking paver block tiles etc.
- Routine maintenance of roads for ten years.
- Sweeping and Sanitation of roads for ten years.
- Development & Maintenance of horticulture works for ten years.
- Construction of new roundabouts at various junctions (6 nos.) in SAS Nagar.
- Development & Maintenance of electrical services for ten years

5. Tender Invitation, Issues, and Cancellation

The tender was invited on 31.12.2025. During the pre-bid meeting held on 07.01.2026, bidders raised concerns regarding inconsistency in the mode of execution and payment. Due to contradictions arising from adoption of SBD provisions along with HAM framework, the tender was cancelled.

6. Revision of DNIT/RFP

The DNIT/RFP was revised as per NHAI HAM pattern. The project length was rationalized from 92.32 km to 82.58 km to reduce the overall project cost, with the revised scope comprising 57.02 km of roads under GMADA jurisdiction and
25.56 km of roads under MC jurisdiction.

7. Phasing of Works

• **Phase A**: One-time Up gradation and beautification of roads (Part-1), along with beautification of roads handed over under Phase-III – Allotment in the year 2026.

• **Phase B**: One-time Up gradation of roads handed over under Phase-II – Allotment in the year 2028.

• **Phase C**: Resurfacing of Phase-A roads – scheduled in April 2031.

• **Phase D**: Resurfacing of Phase-B roads – scheduled in April 2033.

Under Phases A, B, C, and D, forty percent (40%) of the admissible project cost shall be released during the construction period, while the remaining sixty percent (60%) shall be paid in the form of annuities, co-terminus with the concession period of ten (10) years. Since, the estimate cost for all the phases of the work has been calculated w.r.t. the current CSR rates, hence the condition for escalation per annum based on the Wholesale Price Index (WPI) published by the Office of the Economic Adviser, DPIIT, Government of India, for each complete financial year falling between the Appointed Date and Handover Date for works proposed at later stage including road

sweeping and maintenance works has been incorporated in the tender document.

8. Pre-bid Meeting and Modifications

The pre-bid meeting held on 19.01.2026 highlighted issues related to Hot Mix Plant capacity and non-allowance of Joint Ventures. After deliberation, Hot Mix Plant eligibility was amended to *"The Bidder should own/lease one / more hot mix plant(s) with a cumulative dedicated capacity of 110 TPH before bid submission date located within 60 kms of Project Site, located within a distance of 60 km from the project site (for the purposes of the Project PUDA Bhawan, Sector 62 Mohali shall be considered as project site)"*. Further, joint ventures and sub-letting of work were not permitted to ensure single-point responsibility in the corrigendum.

9. Constitution of Committees in accordance with Punjab Transparency in Public Procurement Act, 2019

In order to ensure transparency, fairness, accountability, and compliance with the provisions of the Punjab Transparency in Public Procurement Act, 2019 and the rules framed thereunder, and to clearly demarcate responsibilities at various stages of procurement and execution, the following committees are proposed to be constituted:

9.1 Constitution of Steering Committee (Execution & Monitoring)

A Steering Committee shall be constituted for coordination, supervision, and monitoring of execution of works under the subject project. The Steering Committee shall be responsible for overseeing execution, inter-departmental coordination, monitoring of progress, and ensuring compliance with the approved scope, specifications, timelines, and contractual obligations.

The Steering Committee shall comprise the following officers:

1. Divisional Engineer (C-1, C-2, C-3, PH-1, PH-2, Hort. & Elec.), GMADA
2. Corporation Engineer (Civil, PH, Hort. & Elec.), Municipal Corporation, SAS Nagar
3. Superintending Engineer (C-1, C-2, Hort. & Elec.), GMADA
4. Superintending Engineer, Municipal Corporation, SAS Nagar

9.2 Constitution of Tender Opening Committee (TOC)

A Tender Opening Committee (TOC) shall be constituted for opening of bids and carrying out preliminary scrutiny for completeness and responsiveness, strictly in accordance with the provisions of the RFP, the Punjab

Transparency in Public Procurement Act, 2019, and applicable rules.

The Tender Opening Committee (TOC) shall comprise the following officers:

1. Divisional Engineer (C-3, PH-1, H-1 & Elec.), GMADA, SAS Nagar
2. Corporation Engineer (Civil, PH, Hort. & Elec.), Municipal Corporation, SAS Nagar
3. Superintending Engineer (C-2, Hort. & Elec.), GMADA, SAS Nagar
4. Superintending Engineer, Municipal Corporation, SAS Nagar
5. Senior Accounts Officer, GMADA, SAS Nagar

9.3 Constitution of Tender Approval Committee

Thereafter, a Tender Approval Committee shall examine the bids in an objective and transparent manner in accordance with the RFP and the provisions of the Punjab Transparency in Public Procurement Act, 2019.

The Tender Approval Committee (TAC) shall comprise the following officers:

1. Chief Engineer, GMADA, SAS Nagar
2. Chief Engineer, MC, SAS Nagar
3. Superintending Engineer (C-1 & C-2), GMADA
4. Superintending Engineer, Municipal Corporation, SAS Nagar
5. Estate Officer (Policy), GMADA
6. Chief Accounts Officer, GMADA, SAS Nagar
7. Divisional Engineer (HQ), GMADA
8. Corporation Engineer, Municipal Corporation, SAS Nagar

The Committee shall record detailed and reasoned recommendations and submit the same for approval or otherwise to the Competent Authority.

9.4 Final Approval Authority

The Hon'ble Minister, Housing & Urban Development Department (HUD), Punjab, shall be the final approving authority for the tender, in accordance with the applicable delegation of financial and administrative powers.

10. Financials of GMADA:

1. GMADA has taken loans/Overdraft limits of Rs. 7436.00 Cores from different Banks on the weighted average interest rate of 7.82% out of which Rs. 5926.00 Crores have been utilized as on date and Rs. 1510.00 Crores are unutilized.

2. The estimated yearly interest payment on the loans raised/utilized above shall be Rs. 550.00-600.00 Crores approximately and the repayment of principal shall be Rs. 500.00 Crores in a year. Further, GMADA has taken with financial institutions for the loan of Rs. 3000.00-5000.00 Crores for the acquisition of land which shall

increase the interest and principal liability further.

3. GMADA has deposited Rs. 6200.00 Crores with Department of Finance under Section 10 (3) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for the land acquired for Aerotropolis black A, B, C and D, Eco City-3 and Low Density and GMADA may have to deposit Rs. 4000-5000 Crores Department of Finance for the proposed Land Acquisitions.

4. GMADA's financial data for the last 5 years is as under:-

(**Amount in Crores)**

Financial Year	Gross Receipts	Expenditure	Surplus/Deficit
2020-21	1235.65	1273.46	-37.81
2021-22	1271.99	1128.45	143.54
2022-23	1409.31	1264.31	145.00
2023-24	2142.47	1024.11	1118.36
2024-25	1922.71	1469.72	452.99

11. Sharing of expenditure between GMADA & MC, SAS Nagar

The estimate cost of the project at current CSR rates figures out to Rs. 666.41 Crores. The total lane length covered under the scope of work is 422.65 Km, out of which 298.74 Km (70.68%) is under GMADA jurisdiction and 123.91 Km (29.32%) under MC jurisdiction. Hence, it is proposed that the project cost be shared in the ratio of 70:30 between GMADA and MC, SAS Nagar respectively.

12. Proposal for Approval

The revised RFP, schedules, draft concession agreement and corrigendum framed as per NHAI HAM pattern are submitted for approval. The project is first of its kind in the State of Punjab; hence approval of the HAM document/RFP at the level of Govt. is essentially required. Funding arrangement between GMADA and MC, SAS Nagar also requires approval.

13. Approvals Sought

1. Approval of RFP, schedules and draft concession agreement on HAM for execution of works through a single concessionaire.

2. Approval of RFP for engagement of Project Management Unit (PMU) for the Next Generation Roads Programme for a period of 2 years, comprising of 1 year for the construction period and 1 year for the subsequent maintenance period.

3. Approval of eligibility conditions, exclusion of JV/sub-letting and corrigendum.

4. Approval of financial sharing and funding arrangement between GMADA and MC, SAS Nagar along with permission to proceed further with the tender process.

5. Approval for constitution of the Steering Committee, Tender Opening Committee (TOC), and Tender Approval Committee (TAC) in accordance with the provisions of the Punjab Transparency in Public Procurement Act, 2019.

6. Sharing of expenditure on the project in the ratio of 70:30 between GMADA and MC, SAS Nagar respectively.

7. Since the project involves both GMADA and MC, SAS Nagar jurisdictions, and as the major portion of the project area falls under GMADA jurisdiction, the tender shall accordingly be placed before the Hon'ble Minister, Housing & Urban Development Department, Punjab, for the final approval.

National Competitive Bidding under Single Stage Bidding Process for

Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program

On

Hybrid Annuity Model (HAM)

REQUEST FOR PROPOSAL (RFP)

INSTRUCTIONS TO BIDDERS

January 2026

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GMADA
PUDA Bhawan, Sector 62, SAS Nagar

Notice Inviting Bid

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(PUDA Bhawan, Sector 62, S.A.S Nagar)

Tender/RFP Reference No. GMADA/D.E (C-3)/2026/ Dated:

Divisional Engineer (C-3), GMADA, S.A.S Nagar invites online bids for the below noted work: -

1	**Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)**	
	Closing Date and Time	**As per tender notice**

For details log on to website https://eproc.punjab.gov.in

NOTE: Any corrigendum(s) to the Tender/RFP notice shall be published on the above website only.

Divisional Engineer (C-3)
GMADA

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
(PUDA Bhawan, Sector 62, S.A.S Nagar)

TENDER NOTICE INVITING e-TENDERS

On line tenders on Lumpsum basis for the below mentioned work are invited from the eligible contractors as per eligibility criteria of the bidding document.

#	Name of Work	Estimated Cost (INR Lakhs)	Earnest Money (INR Lakhs)	Tender Form Fee (In INR)	Tender Processing Fee (In INR)	Period of Completion
1	**Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)**	78346.47	790.00	1,00,000/-	10,000/-	Ten Years (Including O&M)

Period of availability of tender online, date and time of online bid submission and place, date & time of opening of bids are as given below:

Availability of tender for Online Bidder		Last Date and Time for on-line submission of bids	Date, Place & Time for Opening of Tender			
From	To		Place	Prebid	Technical Bid	Financial Bid
As per tender notice	As per tender notice	As per tender notice	E (C-2) GMADA, Room No. 445, 4th Floor, PUDA Bhawan, Sector 62, SAS Nagar	As per tender notice	As per tender notice	Will be intimated after technical bid evaluation.

1. The tender documents can be downloaded from website eproc.punjab.gov.in The downloaded documents from the website should not be tampered with, and if any such tampering with is detected before or after the opening of bids, the bidder shall be penalized and blacklisted.
2. For participating in the above e-tenders, the contractors shall have to get themselves registered with eproc.punjab.gov.in and get user ID, password, Class 3 digital signatures. For any clarification / difficulty regarding e-tendering process they can contact on 0172- 2970263, 0172-2970284.
3. Any corrigendum / addendum / corrections and postponement shall be published on the website only. The bidders should keep checking the website.
4. Earnest money (Bid Security) is to be paid in the form as mentioned in the ITB.
5. Bidders shall have to pay the tender processing fee as mentioned above through e-payment only.
6. Bidders shall up load scanned copies of all the papers i.e Earnest Money, Enlistment certificate, PAN Card, GST No, and other certificates as required in the eligibility criteria, without which the tenders would not be opened & would be rejected.
7. The original earnest Money, enlistment certificate, PAN Card, GST No, and other certificates as required in the eligibility criteria should be deposited with the undersigned before the opening of bid as given in the above table. If the bidder fails to deposit the above documents before the opening of bid, the bid shall be rejected and the bidder shall be disqualified and debarred for a period of six months for submitting bids for

the works in GMADA. **The bidder should pay EMD through online and attach above documents with technical bid and there is no need to deposit hard copy of these documents in office.**

8. Bids must be submitted online through e-portal eproc.punjab.gov.in before the time specified in the above table (as per server clock). GMADA does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for on line bids.
9. Uploaded documents of valid successful bidder will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.
10. Bid documents consisting of qualification information and eligibility criterion of bidders plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website eproc.punjab.gov.in and scanned copies of the required documents and information as per section-2 (formats & annexure) should be attached in the technical bid as prescribed in the SBD.
11. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of the bids shall be summarily rejected.
12. The successful agency will have to get registered himself with Labor Department under Labour Act 1970 if not already registered.
13. If the date of opening of tender happens to be a public holiday, then the tender will be opened on next working day at the same time and place.
14. GMADA reserves the right to reject any or all tenders without assigning any reason.
15. Due to implementation of GST, VAT be read as GST in the Bidding Document.

Divisional Engineer (C3)
GMADA, SAS Nagar

Endst. No. GMADA/DE (C-3)/2026/ **Dated:**

A copy of the same is forwarded to the following for information and further necessary action: -

1. Chief Engineer, GMADA, S.A.S Nagar.
2. Superintending Engineer (C-2), GMADA, S.A.S Nagar.
3. All Divisional Engineers, GMADA, S.AS. Nagar.
4. Chief Accounts Officer, GMADA, S.AS. Nagar.
5. S.O (w)/DHD O/o D.E (C-3), GMADA, S.AS. Nagar.
6. Assistance System Manager, GMADA, S.A.S Nagar.

Divisional Engineer (C-3)
GMADA, SAS Nagar

DISCLAIMER

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

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

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

GLOSSARY

Associate	As defined in Clause 2.1.15
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.19
BID(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 2.7.1
BID Due Date	As defined in Clause 1.3
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.5
BID Project Cost	As defined in Clause 1.2.7
Conflict of Interest	As defined in Clause 2.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Government	Government of India / Government of Punjab
Lowest Bidder	As defined in Clause 1.2.7
LOA	As defined in Clause 2.10.1
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

GREATER MOHALI AREA DEVELOPMENT AUHTORITY
SECTION 1

INTRODUCTION

1.1. Background

1.1.1 GMADA (the **"Authority"**) is engaged in the Development and redevelopment of the areas of Mohali, Banur, Zirakpur, Derabassi, Kharar, Mullanpur, and other areas under its jurisdiction. The Authority has decided to undertake **Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)** Project (the "Project"), and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

Name of the Project	Estimated Project Cost (INCLUDING GST) (In Rs. Cr)
Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)	**[783.46]**

1.1.2 The Selected Bidder, who may be a partnership OR limited liability partnership OR company, validly registered and constituted under Indian Acts, undertakes to incorporate a company under the Companies Act,1956/2013 prior to execution of the concession agreement (the "Concessionaire"), which shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.3 The scope of work will broadly include upgradation, resurfacing and maintenance of roads and junctions' and beautification works as per Schedules to the RFP.

1.1.4 The estimated cost of the Project (the **"Estimated Project Cost"**) has been specified in the 1.1.1 clause above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder or the Authority's rights to amend, alter, change, supplement or clarify the scope of work. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in the Clause 1.3 for submission of Bids (the "Bid Due Date").

1.1.8 No Physical document shall be accepted unless and until the same is specifically stated so in the RFP or it is a legal requirement.

1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelopes.

Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of Rs. 1,00,000/-(Rs. One Lakh only) as the cost of the RFP process transmitted on wesbite. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

1.2.2 Interested bidders (the **"Bidders"**) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in the RFP for submission of Bids (the "Bid Due Date").

1.2.3 The complete Bidding Documents including the RFP, draft agreement, Schedules for the Project is enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of INR 7.90 Cr (Rupees Seven Crore 90 Lakhs Only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee (including e-bank guarantee) acceptable to the Authority, and in such event, the validity period these instruments shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. This Bank Guarantee (including e-bank guarantee) shall be transmitted through SFMS Gateway to GMADA Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

DE(Elect) DE (PH) DE(Horti) DE (C-1) DE (C-2) DE(C-3)

1.2.5 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

1.2.6 Bids will be evaluated on the basis of the lowest Bid Project Cost. The project duration is pre-determined. The Bid Project Cost shall constitute the sole criteria for evaluation of Bids.

In this RFP, the term "Lowest Bidder" shall mean the Bidder whose Bid Project Cost is the lowest. **The Bid Project Cost quoted by the Bidder shall be inclusive of all taxes and GST and shall constitute the entire and sole consideration payable to the Selected Bidder / Concessionaire as per the terms of the Agreement.**

1.2.7 Deleted.

1.2.8 In the event, the Bid Project Cost of the Lowest Bidder is lower by more than 10% with respect to the Estimated Project Cost, the Selected Bidder shall submit an Additional Performance Security (the "Additional Performance Security"). The Additional Performance Security shall be determined @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost. Provided that, the amount of Additional Performance Security shall not exceed the amount of Performance Security .

1.2.9 Deleted

1.2.10 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in the RFP with identification/ title: "Queries/Request for Additional Information: **RFP for Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)**

1.2.12 In case Lowest Bidder fails to submit the originals of Bid Security, Power of Attorney for signing of Bid, Integrity Pact, experience certificates, if any, and other documents required as per the RFP, the Bidding Process shall be annulled and Tender shall be re-invited.

1.2.13 Deleted

DE (Elect) DE(PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	As per tender notice
2.	Last date for receiving queries	As per tender notice
3.	Pre-Bid meeting	As per tender notice
4.	Authority response to queries latest by	Shall be notified
5.	Last Date of Request for Bid Documents	As per tender notice
6.	Date of submission of Tender/Bid (online) - Bid Due Date	As per tender notice
7.	Opening of Technical Bids	As per tender notice
8.	Declaration of eligible / qualified Bidders	Shall be notified
9.	Opening of Financial Bid	Shall be notified
10.	Physical Submission of Original Bid Security, Power of Attorney for signing of Bid, etc.	Before issuance of Letter of Award (LOA) to the Lowest Bidder by the Authority. However, while submitting Bid Security via Account Payee demand draft or Fixed Deposit Receipt, it is to be ensured by the Bidder that Account Payee demand draft or Fixed Deposit Receipt are submitted physically latest within 5-working days of the Bid Due Date (up to 1100 hours IST).
11.	Date of issue of Letter of Award (LOA) in case where Authority is competent	Shall be notified
12.	Date of issue of LOA after obtaining approval from competent authority	Shall be notified
13.	Return of signed duplicate copy of LOA	Next day of issuance of LOA
14.	Validity of Bid	120 days from Bid Due Date
15.	Signing of agreement	Within 45 days of Award of LoA
16.	Performance security	Selected Bidder shall have to submit performance security equivalent to 5% of Bid Project Cost within 15 days of issue of LoA
17.	Formation of SPV	The Selected Bidder shall be required to incorporate a Special Purpose Vehicle

DE (elect) DE(PH) DE(Horti) DE (C-1) DE (C-2) DE (C-3)

Sl. No.	Event Description	Date
		("SPV") under the provisions of the Companies Act, 2013, for the purpose of executing the Project. The Selected Bidder shall be allowed a period of 30 (thirty) days from the date of issuance of the Letter of Award ("LoA") to incorporate the SPV. The Selected Bidder may commence site surveys and design activities immediately upon issuance of the LoA. The Selected Bidder shall ensure completion of all surveys and design activities, as well as achievement of financial close by the SPV, within 45 (forty-five) days from the date of issuance of the LoA. Financial close shall entail finalization and execution of all financing agreements, fulfilment of applicable conditions precedent (if any), and availability of committed funds required for implementation of the Project. Refer to Concession Agreement for details.

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

SECTION-2 INTRODUCTION TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project.

2.1.2 Deleted

2.1.3 Deleted

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Bid shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IAand Financial Bid as per Appendix IB. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 **The Bidder shall deposit a Bid Security of INR 7.90 Cr (Rupees Seven Crore Ninety Lakh ONLY)** as per Clause 1.1.1 in accordance with the provisions of this RFP. The Bidder shall also make online payment towards cost of bid document of **Rs. 1,00,000/- (Rs. One Lakh only)**.

2.1.7 The validity period of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee (including e-bank guarantee), as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.

2.1.9 Deleted

2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.12 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis

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mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 This RFP is not transferable.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 Deleted

2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid

2.1.17 A Bidder including its Associates should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or its Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, or its Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.18 In computing the Technical Capacity and Net Worth of the Bidder under the RFP, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the **"Associate"**). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

2.1.19 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) deleted

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with the RFP

(d) deleted

2.1.20 Deleted

2.1.21 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference

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to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.22 Deleted

2.1.23 Deleted

2.1.24 All Orders of State/Central Govt. Department and any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.

2.1.25 Deleted

2.2. Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) Bidder may be a partnership OR limited liability partnership OR company, validly registered and constituted under Indian Acts

(b) Deleted

(c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Bidder, or any of its Associate and any other Bidder, or any its Associate thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the

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shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or.

(ii) Deleted

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate thereof, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:
For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

(d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the issue of LoA or signing of Concession Agreement . In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or signing of Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the **"Technical Capacity"**), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

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(i) paid for development of Eligible Project(s) in Category 1; and/ or
(ii) collected and appropriate revenues from Eligible Project(s) in Category 1; and/ or
(iii) paid for, or received payments for, construction of Eligible Project(s) in Category 2

such that the sum total of the above, is equal to or more than 100% of the Estimated Project Cost as per Clause 1.1.1 (the "Threshold Technical Capability").

AND

Bidder should own a hot mix plant of 250 T capacity plant located within 50 kms of Project Site – (for the purposes of the Project PUDA Bhawan, Sector 62 Mohali shall be considered as project site). **The bid needs to be accompanied by documentary proof for the same, along with necessary applicable permits for running this plant.**

AND

Provided further that at least either of the following:

- **one similar work of value not less than 80% of the estimated cost**

OR

- **two similar works each of value not less than 50% of the estimated cost of work**

OR

- **three similar works each of value not less than 40% of the estimated cost of work**

shall have been completed from the Eligible Projects in Category 1 and/or Category 2 specified below. Certificate(s) from the concerned client(s) shall be required for the same. In case the claimed project/(s) are subcontracting project in such a case approval from government authority / Client is required (restricted to allowable sub-contracting limit share in original contract).

For this purpose, a project shall be considered to be completed if more than 90% of the value of work has been completed and such completed value of work is equal to or more than the above-mentioned criteria in the last 5 (five) financial years preceding the Bid Due Date or till the Bid Due Date.

Eligible project costs shall include the following:

a) Greenfield / widening / reconstruction / up-graduation works NH / SH / Expressway or on any category of road taken up
b) Greenfield / widening / reconstruction / up-gradation works on MDRs
c) Greenfield / widening / reconstruction / up-gradation works of roads in Municipal Corporation limits,
d) Tunnels, bypasses, bridges and culverts
e) Roadside and cross drainage works including side drains, storm water drains, cross-drainage structures, causeways and allied drainage infrastructure along roads AND Slope protection and stabilization works including retaining walls, breast walls, embankment protection and erosion control measures along road corridors

Updating the project cost

For evaluation and comparison of Bids, the Project Cost of each Eligible Project shall be updated by applying the applicable Up-dation Factor as set out in the table below, depending on the year in which such project was completed or achieved Commercial Operation Date (COD), as the case may be.

The Bidder shall apply the relevant Up-dation Factor to the original Project Cost to arrive at the Updated Project Cost. Year-1 (last year prior to bid due date) shall be treated as the base year with an up-dation factor of 1.00.

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For projects pertaining to previous years, the Project Cost shall be multiplied by the corresponding factor indicated in the table below.

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation Factor	1.00	1.05	1.10	1.15	1.20

The Updated Project Cost so computed shall be considered for the purposes of qualification, evaluation, and comparison of Bids under this RFP. The Authority's determination in this regard shall be final and binding.

(B) **Financial Capacity: The Bidder shall have a minimum Net Worth (the "Financial Capacity") equivalent to 25% (twenty five percent) of the Estimated Project Cost as per Clause 1.1.1 at the close of the preceding financial year.**

BB) Bidders who inter-alia meet the minimum qualification criteria will be qualified only if their **Assessed Available Net Worth is more than or equal to the required Net Worth value (value as per clause 2.2.2 (B)). The available Net Worth will be assessed as per following, based on information mentioned at Annexure- VII of Appendix-IA.**

Assessed Available Net Worth = (A-B*20%), Where

A = Net Worth of the Bidder

B = Balance value of existing commitments of PPP or other works for which the bidder has emerged as the winner of the bids OR on-going works to be completed during the period of completion of the works for which BID is invited. For the avoidance of doubt, it is clarified that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.

The status of Assessed Available Net Worth of the bidder to be updated as on the date before opening the financial bids.

Notes for Technical Evaluation

1) The following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects (the "Eligible Projects"):
   a) Category 1: Project experience on Eligible Projects in highways sector that qualify
   b) Category 2: Construction experience on Eligible Projects in highways sector that qualify

2) For the purpose of this RFP: Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3) For a project to qualify as an Eligible Project under Category 1:
   a) It should have been undertaken as a PPP project on HAM, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be;
   b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;
   c) the capital cost of each eligible project should be more than **INR 100 Cr**; and
   d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date,

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have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning the Project.

4) For a project to qualify as an Eligible Project under Category 2, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify. However, payments/receipts of less than **INR 100 Cr** shall not be reckoned as payments/receipts for Eligible Projects. The cost of land shall not be included hereunder.

5) The Bidders shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

2.2.3 The Bidder shall engage an experienced O&M contractor or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the Concession Agreement.

2.2.4 Proofs

- The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:
- Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.3. Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

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2.5. Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination
(f) acknowledged that it does not have a Conflict of Interest;
(g) agreed to be bound by the undertakings provided by it under and in terms hereof; and
(h) has made necessary provisions for inclusion of costs related to the end-to-end delivery of the Project

2.5.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6. Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.6.3 In case it is found during the evaluation or at any time before issue of LOA or after its execution and during the delivery of the Project, that one or more of the eligibility and /or qualification requirements

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have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed, and if the Selected Bidder has already been issued the LOA or Concession Agreement has been signed, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, or otherwise.

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B. DOCUMENTS

2.7. Contents of the RFP

2.7.1 The Bidding Documents shall comprise Request for Proposal (RFP); Draft Concession Agreement (DCA); and Technical Schedules. In case of any ambiguity or discrepancy within the bidding documents, the following order of precedence shall apply

a) In the event of any conflict or inconsistency between the RFP and the DCA, the provisions of the DCA shall prevail;
b) Where there is a conflict between two or more clauses of the DCA, the clause that is more specific and directly relevant to the matter under consideration shall prevail over the more general clauses;
c) In case of a conflict between the clauses of the DCA and the Schedules, the clauses of the Schedules shall prevail;
d) In case of a conflict between two or more Schedules, the Schedule most relevant to the subject matter shall prevail;
e) In case of a conflict between the written descriptions in the drawings and the specifications and standards, the specifications and standards shall prevail;
f) In case of a conflict between dimensions scaled from drawings and specific written dimensions, the written dimensions shall prevail; and
g) In case of a discrepancy between values expressed in figures and those expressed in words, the values expressed in words shall prevail.

2.7.2 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with the RFP.

A - Invitation for BIDS

Section 1.Introduction
Section 2.Instructions to Bidders
Section 3.Evaluation of Bids
Section 4.Fraud and Corrupt Practices
Section 5.Pre-Bid Conference
Section 6. Miscellaneous

B - Appendices

- IA Letter comprising the Technical Bid including Annexure I to VI
- IB Letter comprising the Financial Bid
- Bank Guarantee for Bid Security
- Power of Attorney for signing of Bid
- Power of Attorney for Lead Member of Consortium – DELETED
- Joint Bidding Agreement for Consortium- DELETED
- Integrity Pact
- Certificate regarding Compliance with Restrictions under Rule 144 of the General Financial Rules (GFRs) – DELETED

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2.8. Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Section I. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in bidding schedule. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date

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C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of Bid

2.10.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal comprising of the following documents along with supporting documents as appropriate:

2.10.2 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects. However, Bid Security, Power of Attorney for signing of Bid, and other documents required as RFP, shall be submitted physically in original by the Lowest Bidder before issuance of Letter of Award (LOA) by the Authority. However, while submitting Bid Security via Account Payee demand draft or Fixed Deposit Receipt, it is to be ensured by the Bidder that Account Payee demand draft or Fixed Deposit Receipt are submitted physically latest within 5-working days of the Bid Due Date (up to 1100 hours IST). Lowest Bidder failing to submit the original documents required as per above shall be unconditionally debarred from bidding in GMADA projects for a period of 5 years.

The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11. Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal comprising of the following documents along with supporting documents as appropriate:

Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
(b) Power of Attorney for signing the BID as per the format at Appendix-III;
(c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV - DELETED;
(d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V - DELETED
(e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
(f) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 5 years.
(g) Integrity Pact as per format given in Appendix VI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement.
(h) BID Security / EMD of Rs. 7.90 Crores (Rupees Seven Crore Ninety lacs only)
(i) Proof of online payment of Rs 1,00,000/- (Rupees One Lac only) towards cost of Bid document on website.
(j) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by GMADA and amendments uploaded, if any.
(k) Deleted
(l) Deleted

Financial Bid

Appendix-IB - TO BE UPLOADED ONLINE IN PROVIDED FORMAT

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2.11.2 The Lowest Bidder shall be required to submit original of documents listed below (before issuance of Letter of Acceptance (LOA) by the Authority:

(a) Appendix-IA (Letter comprising the Technical Bid);
(b) Appendix-IB (Letter comprising the financial Bid);
(c) Annex-V Statement of Legal Capacity;
(d) Original Power of Attorney for signing the Bid as per format at Appendix-III;
(e) Deleted
(f) Deleted
(g) Bid Security of INR 7.90 Cr in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled Bank
(h) Integrity pact on plain paper shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Concession Agreement;
(i) An undertaking from the person having PoA referred to in Sub. Clause-(d) above that they agree and abide by the Bid documents uploaded by GMADA and amendments uploaded, if any.
(j) Deleted
(k) Deleted
(l) Deleted

While submitting Bid Security via Account Payee demand draft or Fixed Deposit Receipt it is to be ensured by the bidder that Account Payee demand draft or Banker's Cheque or Fixed Deposit Receipt are submitted physically latest within 5 working days of the Bid Due Date (up to: 11:00 hrs) to the following address placed in a sealed envelope and bearing the identification **"Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode" [O/o Divisional Engineer (C-3), GMADA, PUDA Bhawan, Sector 62, S.A.S Nagar].** Else the bid submitted will be rejected. L1 / selected Bidder failing to submit the original documents required as per above shall be unconditionally debarred from bidding in GMADA projects for a period of 5 years.

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)."** and shall clearly indicate the name and address of the Bidder.

2.11.4 The envelope shall be addressed to one of the following officer and shall be submitted at the respective address:

DESIGNATION	:	Divisional Engineer (C-3)
ADDRESS	:	PUDA Bhawan Sector 62 S.A.S Nagar 160062
E-MAIL ADDRESS	:	dec3gmada@gmail.com

2.11.5 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Lowest Bidder failing to submit the original documents required as per clause 2.11.2 above shall be unconditionally debarred from bidding in GMADA projects for a period of 5 years.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily

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rejected.

2.12. Bid Due Date: As per ITB

2.13. Late Bids

E-procurement portal shall not allow submission of any Bid after the prescribed date and time. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14. Procedure for e-tendering

2.14.1 Accessing/ Purchasing of Bid documents

2.13.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC).DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

2.13.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm with e-procurement portal of the Authority (https://eproc.punjab.gov.in) to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

(a) Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
(b) Bids can be submitted only during the validity of registration.

2.13.1.3 If the firm is already registered with e-tendering service provider of the Authority, and validity of registration HAS not expired - the firm is not required for a fresh registration

2.14.2 Preparation & Submission of Bids:

- The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for eprocurement is also available on e-procurement portal of the Authority.
- The documents listed above shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID.
- If the firm is already registered with e-tendering service provider of the Authority, and validity of registration HAS not expired - the firm is not required for a fresh registration
- Bid must be submitted online only through e-procurement portal of the Authority (https://eproc.punjab.gov.in) using the digital signature of authorized representative of the Bidder on or before Bid Due Date.

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2.14.3 Modifications/ Substitution/ withdrawal of Bids

- The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

- For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

2.15. Online Opening of Bids.

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Authority shall open Technical Bids online in the presence of the authorized representatives of the Bidders, who choose to attend.

2.16. Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17. Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

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D. BID SECURITY

2.20. Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee (including e-bank guarantee) issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case Bank Guarantee (including e-bank guarantee) is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favor of the Authority and payable at Mohali (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

For the avoidance of doubt, bid accompanied by a Bid security sourced through a third party shall likewise be summarily rejected as non-responsive.

Furthermore, the Performance Security and/or Additional Performance Security submitted by the successful or selected bidder shall not be accepted if it is sourced from a third party.

2.20.4 Save and except as provided, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security in accordance with the provisions thereof. **Performance security shall be equivalent to 5% of the contract value and shall be submitted within 15 days of issue of LoA**

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or otherwise, under the

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following conditions:

a) If a Bidder submits a non-responsive Bid; Subject however that in the event of encashment of Bid Security occurring due to non-responsive bid, damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit –
   i) to sign and return the duplicate copy of LOA;
   ii) to furnish the Performance Security within the period prescribed period

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SECTION-3 EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received online at the place specified in ITB and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

(a) Technical Bid is received online as per the format at Appendix-IA including Annexure I to V.
(b) Technical Bid is accompanied by the Bid Security;
(c) Technical Bid is accompanied by the Power of Attorney;
(d) Technical Bid contain all the information (complete in all respects);
(e) Technical Bid does not contain any condition or qualification;
(f) Technical Bid contains proof of payment towards cost of Bid document
(g) Integrity Pact as per format given in Appendix VI has been submitted by the Bidder with the RFP Bid duly signed by Authorised signatory;
(h) Technical Bid contain Proof of online payment of Rs 1,00,000/- (Rupees One Lac only) towards cost of Bid document deposited on website.
(i) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Section 2 shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:
(a) Technical Capacity; and
(b) Financial Capacity

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3.4 Technical Capacity for purposes of evaluation

Please refer Clause 2.2 of the RFP.

3.5 Details of Experience

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.5.4 Deleted

3.6 Financial information for purposes of evaluation

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Applicant for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

3.6.4 Deleted

3.6.5 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

3.6.6 The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to this RFP.

3.6.7 The Authority reserves the right to invite qualified and/or eligible bidders to make a presentation, prior to financial evaluation, for the purpose of understanding and assessing their proposed approach and methodology. Such presentation shall, inter alia, include the bidder's proposed design considerations, relevant case examples from comparable projects, and details of the qualifications and experience of key experts, consultants, and specialized agencies proposed to be onboarded for ensuring state-of-the-art design and execution of the Project.

3.6.8 After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

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3.7 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal and e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend.

3.8 Selection of Bidder

3.8.1 The Bidder whose Bid is adjudged as responsive and eligible and whose Bid Project Cost is the lowest, shall be declared as the selected Bidder (the "Selected Bidder") as per procedure defined as under:

3.8.2 In the event that, the assessed Bid Project cost of two or more Bidders is the same (the "Tie Bids"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

3.8.3 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.8.4 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall by the next day of issuance of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.8.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. **The Bid Project Cost quoted by the Bidder shall be inclusive of all taxes and GST and shall constitute the entire and sole consideration payable to the Selected Bidder / Concessionaire.**

3.9 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.10 Contacts Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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SECTION-4

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the delivery of the Project. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or during the delivery of the Project, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or anything arising therefrom, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

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SECTION-5

5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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SECTION-6

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mohali shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future

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APPENDIX IA

LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

TO
Divisional Engineer (C-3)
GMADA, S.A.S Nagar
PUDA Bhawan, Sector 62
S.A.S Nagar 160062

Sub: BID for **Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM)**

Dear Sir,

1. With reference to your RFP document dated__I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
   (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
   (b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement

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entered into with the Authority or any other public sector enterprise or any government department, in India / state of Punjab; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

9. I/ We believe that we satisfy the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

10. Deleted

11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors.

14. Deleted

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

16. Deleted

17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

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18. We understand that Selected Bidder shall incorporate a SPV / Concessionaire under Companies Act prior to execution of concession Agreement.

19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. Deleted

22. I/We offer a Bid Security of _____ to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of, Account Payee Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee (Including e-Bank Guarantee) (strikeout whichever is not applicable) is attached.

24. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, shall be submitted in a separate envelope and marked as "Enclosures of the Bid".

25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

26. The Bid Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project. **The Bid Project Cost quoted by the Bidder shall be inclusive of all taxes and GST and shall constitute the entire and sole consideration payable to the Selected Bidder / Concessionaire.**

27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

28. Deleted

29. I/ We certify that in terms of the RFP, my/our Networth is Rs ..... (Rs. in words)

30. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

31. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents

32. Deleted

DE(Elect) DE(PH) DE(Horti) DE (C-1) DE (C-2) DE (C-3)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: Place:
(Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

DE(elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

APPENDIX IB
Letter comprising the Financial BID –
AS PER ONLINE BOQ

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Appendix IA
Annex-I : Details of Bidder

(a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. Deleted

6. (a) I/ We certify that in the last two years, we have neither failed to perform for the works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by state / central PSU or central / state Govt department or any of its implementing agencies for breach on our part.

7. (a) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors.

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

A statement by the Bidder or any of their Associates disclosing material non-performance in past projects, contractual disputes and litigation/ arbitration in the recent past, as on bid due date is given below (Attach extra sheets, if necessary).

Name of the Bidder: _____

Sr. No.	Categories of Non-Performer	Name of Project(s)

DE(Elect) DE (PH) DE(Horti) DE (C-1) DE (C-2) DE (C-3)

Appendix IA
Annex-II : Technical Capacity of the Bidder

Bidder type	Project Code	Category	Experience (Equivalent INR. Cr)		
			Payments made/ received for construction of Eligible Projects in Category 2	Payments made for development of Eligible Projects in Category 1	Revenues appropriated from Eligible Projects in Category 1
Single entity Bidder	a				
	b				
	c				
	d				

Appendix IA

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate In case of Category 1, include only those projects which have an estimated capital cost exceeding the amount specified in the RFP and for Category 2 include only those projects where the payments made/received exceed the amount specified in the RFP

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

Appendix IA
Annex-III : Financial Capacity of the Bidder (In Rs. crore)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____[Name of the **Bidder]**, and certify that M/s_____ [Name of the **Bidder**] has the turnover and net worth as mentioned below for the past three financial years:

S. No	Head	Turnover of the Applicant	Net worth at close of FY25
1.	Financial Year FY 2024 - 25		
2.	Financial Year FY 2023 – 24		
3.	Financial Year FY 2022 - 23		
Average			

This certificate is being issued to be produced before [Name of the Client], for the ["_____Project"].

Seal and Signature of the Statutory
Auditor clearly indicating his/her membership
number as well as UDIN number

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.

DE(elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Appendix IA
Annex-IV : Details of Eligible Projects
(Refer to Eligible Projects of the RFP)

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	3	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	4	
Entity for which the project was constructed/ developed	5	
Location		
Project cost	6	
Date of commencement of project/ contract	7	
Date of completion/ commissioning	7	
Equity shareholding (with period during which equity was held)	8	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	12	

UPDATION FACTOR TO BE APPLIED BY AUTHORITY

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP/ Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.
3. Refer to Eligibility Criteria of the RFP for category number.
4. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-IA. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.21). For Category 1, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

the amount specified in the RFP. In case of Category 2, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified the RFP. Payment for construction works should only include capital expenditure and should not include expenditure on repairs and maintenance.

5. In case of projects in Category 1, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Category 2, similar particulars of the client need to be provided.
6. Provide the estimated capital cost of Eligible Project. Refer to Eligbility Clauses of the RFP.
7. For Category 1, the date of commissioning of the project, upon completion, should be indicated. In case of Category 2, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
8. For Category 1 the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given
9. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
10. If the Bidder is claiming experience under Category 1, it should provide a provide a certificate from its statutory auditors or the client in the format below:

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

Certificate from the Statutory Auditor/ Client regarding PPP Projects

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/held Rs. ..... cr. (Rupees ..... crore) of equity (which constitutes .....%€ of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)¥. The project was/is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees .....crore), of which Rs. ..... cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....

.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of the RFP during the past five financial years were Rs. ..... cr. as per year-wise details noted below:

.....

.....

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the

Date: authorised signatory).

DE(Elect) DE(PH) DE(Horti) DE (E-1) DE (E-2) DE (E-3)

11. If the Bidder is claiming experience under Category 2, it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding construction works

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... *(name of the Bidder/Associate)* was engaged by ..... *(title of the project company)* to execute ..... *(name of project)* for ..... *(nature of project)*}. The construction of the project commenced on ..... *(date)* and the project was/ is likely to be commissioned on ..... *(date, if any)*. It is certified that..... *(name of the Bidder/ Member/ Associate)* received/paid Rs.....cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs.....cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. ..... cr. (Rupees ..... crore), in terms of of the RFP, during the past five financial years as per year-wise details noted below:

.....
.....

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the
Date: authorised signatory).

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-2)

12. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in the RFP, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate
Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Associate*) is held, directly or indirectly[£], by ..... (*name of bidder*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the RFP. A brief description of the said equity held, directly or indirectly, is given below:
{*Describe the share-holding of the Bidder in the Associate*} Name of the audit firm: Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:

[$] In the event that the Bidder exercises control oven an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.
[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

13. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of eligibility

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Appendix IA
Annex-II : Statement of Legal Capacity

(To be forwarded on the letterhead of the Consortium)

Ref. Date:

To,

_____
_____

Dear Sir,
We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that.....(insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.
Thanking you,

Yours faithfully, (Signature, name and designation of the authorized signatory) For and on behalf of.....

**Please strike out whichever is not applicable*

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

Appendix IA
Annexure VI: Guidelines of the Department of Disinvestment
(Refer Clause1.2.1)

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Appendix IA

Annexure VII: Information required to evaluate the Available Net Worth under clause 2.2.2 (B):

(Refer Clause 2.2.2 B)

To calculate the value of "A"

Net worth of the bidder at the close of the preceding financial year. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Name of Bidder	Net Worth

…… …… Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorized signatory)	…… …… Signature, name and designation of Authorized Signatory For and on behalf of …… (Name of bidder)

Date:
Place:

DE(Elect) DE(PH) DE(Horti) DE(G-1) DE(G-2) DE(G-3)

To calculate the value of "B"

A table containing value of all the existing commitments and on-going works to be completed during the next 10 years is as follows:

SL	Name of Project / Work	Percentage of participation of Bidder in the Project as per bid / Concession Agreement	Date of start / appointed date of project	Construction period as per Agreement LOA	Anticipated date of Completion	Value of contract as per Agreement / LoA	Estimated Project Cost as per the approved Financing Document	Value of work-to-be completed	Balance value of work-to-be completed	Balance value of Estimated Project Cost
						INR in Crore	INR in Crore	INR in Crore		INR in Crore
1	2	3	4	5	6	7	8	9	10 = 7-9	11 = 3 X 10/7
Total										

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or Concessionaire / Authorized Signatory of SPV in respect of PPP Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s..... individually/ and other member M/s and M/s , as on bid due date of this RFP.

.... Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorized signatory)	.... Signature, name and designation of Authorized Signatory For and on behalf of ..... (Name of bidder)

Date:
Place:

DE (Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

APPENDIX – II
Bank Guarantee for Bid Security
(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, having its office at _____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a Company registered under Companies Act, 1956/2013) and having its registered office at ..... (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for _____ (hereinafter referred to as "the Project") pursuant to the RFP Document dated.....issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of _____(hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply withthe terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding _____.

3. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default

DE(Elect) DE(PH) DE(Health) DE(C-1) DE(C-2) DE(C-3)

as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to _____. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

13. This guarantee shall also be operatable at our .....Branch at Mohali, from whom, confirmation

DE(Elect) DE(PH) DE(Health) DE (C-1) DE (C-2) DE (C-3)

regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of Authortiy, the details of which are as follows:

S. No.	Particulars	Details
1.	Name of Beneficiary	Divisional Engineer (C-3)
2.	Name of Bank	IDBI Bank
3.	Address of Bank Branch	Fortis Hospital Phase 8, S.A.S Nagar
4.	Account No.	0054104000189613
5.	IFSC Code	IBKL0000054

Signed and Delivered by .....
Bank

By the hand of Mr./Ms ..... ,
its .....and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

DE(Elect) DE(PH) DE(Health) DE (C-1) DE(C-2) DE(C-3)

APPENDIX-III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.8)

Know all men by these presents, We, ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of .....and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for _____ Project proposed or being developed by the_____(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

Witnesses:
(Signature, name, designation and address)
of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms
1.

2.

Notarized
Person identified by me/personally appeared before me /signed before me/Attested/Authenticated* (*Notary to specify as applicable) (Signature, Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary
Date_____

(Signature, name, designation and address of the Attorney)

Notes:

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

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

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

DE (Hed) DE (PH) DE (Horti) DE (G-1) DE (G-2) DE (G-3)

APPENDIX-IV
Format for Power of Attorney for Lead Member of Consortium
DELETED

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

APPENDIX V
Format for Joint Bidding Agreement for Consortium
DELETED

DE (Elect) DE (PH) DE (Health) DE (E-1) DE (E-2) DE (E-3)

APPENDIX VI Integrity Pact

Draft Integrity Pact Format applicable for works having value of Rs. 5 Cr. And above

(To be executed on the plain paper and submitted along with Technical Bid/ Tender documents for tenders having a value of Rs. 5 crore or more. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the GMADA)

(_____ Division)

Tender No.

INTEGRITY PACT

This integrity Pact is made at_____ on this _____ day of _____ 2026.

BETWEEN

GMADA hereinafter referred to as "The Principal", which expression shall, unless repugnant to the meaning of contract thereof, include its successors and permitted assigns)

AND

..... hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure, contract/s for **"Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program on Hybrid Annuity Mode (HAM).".** The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/ Concessionaire(s)/ Consultant(s).

And Whereas in order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) / PMU, who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the adequate authority and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent / Representative have to be Indian Rupees only.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

(h) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of the Agreement such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a minimum period of 6 months and maximum period of 2 years..

(3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

(4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article-4: Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to RFP, the Principal shall be entitled to forfeit the Earnest Money Deposit/Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal right that may have accrued to Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India / Indian State or any Government Department in India / State that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

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(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the relevant Authority.

Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed _____ as Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Administrator, GMADA.

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CA, GMADA and recuse himself/ herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/ Consultant. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes, to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the CA GMADA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the CA GMADA, a substantiated suspicion of an offence under relevant IPC/PC

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Act or any other Statutory Acts, and the CA GMADA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the relevant Authority, the Monitor may also transmit this information directly to the relevant Authority.

(9) The word 'Monitor' would include both singular and plural.

Article - 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CA GMADA.

Article - 10 Other Provisions

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. SAS Nagar

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Deleted.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in integrity pact shall prevail.

(7) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

..... For & on behalf of the Principal

DE (Elect) DE(PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

..... For & On behalf of Bidder/ Contractor/ Concessionaire/ Consulting

(Office Seal) Place..... Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

DE (Elect) DE (PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

Appendix-VII
(To be on the letter head of the Bidder)
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) – DELETED

DE (Fleet) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

SCHEDULES

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Schedule A: Project Context

Mohali is undergoing a transformative Phase of urban expansion. It is proposed that [~83.4 km] of key road stretches (and associated junctions) undergo holistic renewal and upgradation under the Mohali Next Generation Roads Program. The roads fall under the jurisdiction of GMADA & MC.

To operationalize this program, GMADA intends to onboard a Concessionaire to design, develop (upgrade, resurface, and beautify), operate and maintain a set of identified road stretches and junctions for a period of ten (10) years.

A dedicated Project Management Unit (PMU) will assist GMADA in providing comprehensive implementation, oversight and monitoring support throughout the project lifecycle.

- The details of road stretches and junctions covered under this Project are listed in **Schedule B – Description of Site and Handover Details**
- Road stretches and junctions will be handed over in Multiple Phases. Handover dates are specified in **Schedule B – Description of Site and Handover Details**
- A joint inventory of the Site including the existing road, shoulders, drains, trees, signage, utilities, and immovable structures shall be prepared by the Authority's Representative and the Concessionaire. This will be the basis of design that would be prepared by the Concessionaire and approved by the authority.
- Other details regarding road alignments, environmental clearances, and utility details are specified in Schedule D to F.

DE (Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

Schedule B: Description of Site and Handover Details

PHASE 1: Following roads would form part of Phase 1.

- Handover date of Phase 1 – Appointed date.
- Carriageway Upgradation – To be undertaken in undertaken in a 6-month period from the Appointed Date in 2 packages of 3 months each. The bifurcation of Phase 1 into 2 packages (with road segments) would be agreed b/w the Concessionaire and the Authority and captured in Schedule C.
- Beautification – Simultaneous to Carriageway Upgradation
- Resurfacing of Carriageway – To be undertaken in a 3-month period starting from the 5th anniversary of Appointed Date
- O&M – From Appointed date till the 10th anniversary of the Appointed date

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	Service Road (% of total Length)
1	Sec.jn.89/90/94/95 to Sec.jn.84/83/101/100	GMADA	5260	6	31.56	YES -31%
2	Sec.jn. 80/81/84/85 to Sec.jn.99/100/104	GMADA	5520	6	33.12	NO
3	100' wide road dividing Sector-88 & 89	GMADA	1300	6	7.8	NO
4	100' wide road dividing Sector-88 & 87	GMADA	1300	8	10.4	YES One side -100%
5	100' wide internal road Sector-88 & 89	GMADA	1650	6	9.9	NO
6	45m wide road Medicity, New Chandigarh	GMADA	3300	6	19.8	YES -100%
7	PR-7 Road (JLPL to Cheema Boiler)	GMADA	8200	6	49.2	YES -80%
8	Sec jn 68/69-78/79 upto 78/79-86/87	GMADA	1330	6	7.98	NO
9	150'wide road from Sec jn.76-77/88-89 upto 80-81/84-85	GMADA	4280	6	25.68	NO
10	Franco Entry to Balongi Road	MC	2,109	6	12.65	No
11	Furniture market to Airport Road	MC	3,582	6	21.48	No
12	ISSER to Bawa White House	MC	2,015	8	16.12	One side
13	Bawa White House to Jagatpura	MC	1,600	4	6.4	One side Main Carriageway No Service Lane
TOTAL – 41.4 kms and 252 lane kms						

DE(Elect) DE(PH) DE(Horti) DE(E-1) DE(E-2) DE(E-3)

*Note - The existing Right of Way (ROW) of road stretches varies between **23 m to 60 m**. No additional land acquisition is proposed for this project. The details provided in the table below is indicative and the Concessionaire shall be responsible for undertaking physical surveys and providing updated details to the Authority within one (1) month of issue of LOA.*

PHASE 2: Following roads would form part of Phase 2.

- Handover date - Appointed date.
- Carriageway Upgradation – To be undertaken in a 3-month period starting from the 2nd anniversary of Appointed Date
- Beautification – To be undertaken in 2026 simultaneous to Carriageway Upgradation and beautification of Phase 1
- Resurfacing of Carriageway – To be undertaken in a 3-month period starting from the 7th anniversary of Appointed Date
- O&M – From Appointed date till the 10th anniversary of the Appointed date

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms Lane Kms	Service Road (% of total Length)
1	PR-7 road (from Chatt lights to 82)	GMADA	6200	8	49.6	NO
2	Sec.jn.79/80/67/68 to Sec.jn.104/105/108	GMADA	4550	6	27.3	NO
3	New Bus Stand to PTL Lights	MC	1,400	4	5.6	No
4	Balongi entry to Kumbra chowk	MC	3,888	4	9.12	No
5	Phase 9/10 to Airport road	MC	2,850	4	6.12	15%
6	Phase 10/11 to Airport road	MC	2,800	4	6.12	No
TOTAL – 21.6 kms and 104 lane kms						

*Note - The existing Right of Way (ROW) of road stretches varies between **23 m to 60 m**. No additional land acquisition is proposed for this project. The details provided in the table below is indicative and the Concessionaire shall be responsible for undertaking physical surveys and providing updated details to the Authority within one (1) month of issue of LOA.*

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PHASE 3: Following roads would form part of Phase 3.

- Handover date - Appointed date.
- Carriageway Upgradation – NA
- Beautification – To be undertaken in 2026 simultaneous to Carriageway Upgradation and beautification of Phase 1
- Resurfacing of Carriageway – NA
- O&M – From Appointed date till the 10th anniversary of the Appointed date

S. No.	Name of Road	Jurisdiction	Length (m)	No. of Lanes	Lane Kms	Service Road (% of total length)
1	Sec jn.78/79/86/87 upto Sec jn.105/106/108/109	GMADA	3,230	8	25.84	No
2	PR-7 Road (Cheema Boiler to Gopal Junction)	GMADA	3,200	8	25.6	YES 90%
3	PR-9 Road	GMADA	6,000	8	48	Yes
4	Road Dividing Sector 48/65 up to Jn. 49/50-63/64	GMADA	1,600	4	6.4	No
5	Jail Road to Airport Road	MC	2,637	6	15.822	15%
6	YPS Chowk to Airport Road	MC	2,679	8	21.432	60%
7	Jagatpura Entry to 65A	MC	1,100	6	6.6	No
TOTAL – 20.4 kms						

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MC 2026 – 9.3 km
MC 2028 – 10.9 km
MC (only beautification) – 6.9 km

GMADA 2026 – 32.1 km
GMADA 2028 – 10.7 km
GMADA (only beautification) – 13.5 km

NGT Blocked Road

Total 2026 – 41.4 km
Total 2028 – 21.6 km
Total (only beautification) – 20.4 km

Total GMADA Roads – 56.3 km
Total MC Roads – 27.1. km
Total Roads – 83.4 km

DE (Fleet) DE(PH) DE(Health) DE (C-1) DE (C-2) DE (C-3)

Schedule C: Handover Details – Packages for Phase 1

Phase 1 roads would be considered handed over on Appointed Date for upgradation, beautification and subsequent O&M. Phase 1 would be divided into 2 packages as agreed b/w (table below to be used as a template) the Authority and the Concessionaire for ease of one-time upgradation and beautification.

S. No.	Name of Road	Jurisdiction	Length (m)	Handover Date
Package 1 (indicative)				
R1.1	*Road 1*			*To be added as per handover plan finalized with Selected Bidder.*
R1.2	*Road 2*			
R1.3	*Road 3*			
J1.1	*Junction 1*			
J1.2	*Junction 2*			
J1.3	*Junction 3*			
Package 2 *(details to be added)*				
R1.1	*Road 1*			*To be added as per handover plan finalized with Selected Bidder.*
R1.2	*Road 2*			
R1.3	*Road 3*			
J1.1	*Junction 1*			
J1.2	*Junction 2*			
J1.3	*Junction 3*			

Note: Work on roads shall be done on a week-by-week basis as per approved Phasing Plan.

DE(Elect) DE(PH) DE(Health) DE (E-1) DE (E-2) DE (E-3)

Schedule D: Road Alignment and Plan

- The existing alignment shall be retained. However, minor changes, if any like in median widths, etc., may be proposed by the Concessionaire basis the suggested road sections (given in Schedule H) and approved by the Authority.
- Beautification elements shall be proposed by the Concessionaire and approved by the Authority for without significant modifications to the horizontal or vertical alignment.
- Provision of drainage (up to 5% of the road length) is considered as part of the project. The exact sections where drains have to be provided would be decided as part of the design phase.

Schedule E: Environmental Clearances

- No major environmental clearances required as work are within existing ROW.
- Tree plantation to follow Punjab Forest & Environment Department guidelines.
- Felling of trees: Concessionaire along with Authority shall identify any such trees (in non-forest area) that may cause a Material Adverse Effect on the construction or maintenance of the Project for obtaining permits for felling.

Schedule F: Utility Details

Utilities located along the corridor include electric poles, telecom cables, water pipelines etc.

- The Concessionaire shall conduct a thorough and comprehensive survey of all existing utility networks and services within the project limits, using approved detection methods and verifying all findings on site.
- No relocation, alteration, or disturbance of existing govt. utilities shall be undertaken without prior written approval from the PMU and coordination with the relevant utility authorities.
- Additional traverse ducts for future fiber-optic and low-voltage communication cables shall be installed beneath the roadway, in accordance with approved drawings, utility authority standards, and PMU instructions.
- All utility conflicts identified during construction shall be resolved only through PMU and authority-approved procedures and coordinated with the utility authorities concerned.

DE (Elect) DE (PH) DE (Health) DE (L-1) DE (L-2) DE (L-3)

Schedule G: Scope of Work

The scope of the Project (the "Scope of the Project") shall mean and include the following activities covering both Roads and associated Junctions:

1. Conducting initial survey of all roads and associated junctions based on details specified in section 1 – 'Survey and Design'
2. Preparation of design proposals, drawings and other aspects based on details specified in section 1 – 'Survey and Design'
3. Carriageway upgradation for roads in Phase 1 & Phase 2 as specified, and in conformity with the Specifications and Standards set forth in Schedule G and Schedule I
4. Beautification for roads in Phase 1, Phase 2 & Phase 3 as specified, and in conformity with the Specifications and Standards set forth in Schedule G and Schedule I
5. Undertaking carriageway resurfacing works for roads in Phase 1 & Phase 2 in accordance with Schedule G. Road resurfacing comprises activities such as application of tack coat, bituminous concrete layers, kerb and paver block works, road markings, and such other associated works.
6. O&M of the roads in Phase 1, Phase 2 & Phase 3 in accordance with the handover details and in accordance with the provisions of the Agreement and in conformity with the requirements set forth in the Schedules
7. Provision of services on the Site in conformance with terms and conditions of the Agreement
8. Performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of the Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under the Agreement.

Junctions are considered part of the road alignments and shall be composite whole components which include intersection and approach roads up to [50m] distance. Scope of works in junction would include beautification and improving traffic movement, as required. Detailed designs shall be provided by the Concessionaire for the Authority and PMU's review and approval.

1. Initial Surveys and Design

1.1 Initial Surveys and Base Map

1.1.1. Undertake a detailed Survey to map the following:
- Entire length of the corridors including all junctions, bus-bays, pick-up and drop-off points, metro stations, offshoot roads (up to 150 m length or adjoining secondary junction whichever is closer), adjoining uses, entry and exit points of surrounding plots, traffic calming measures, streets infrastructure, trees, etc.
- Entire Right of Way (RoW) up to 100m width beyond the RoW

1.1.2. Undertake Road Inventory Survey for the all the roads using Network Survey Vehicle
- Collect detailed road and pavement data (roughness, distresses, geometry, assets)
- Map all the cracks and potholes on existing road network
- Map the roughness index of the existing road network
- Capture all road features including but not limited to signages, barriers, etc.

1.1.3. Undertake inventory of utilities using Ground Penetrating Radar map the sub-surface imaging for all the utilities such as pipes, cables, etc.

1.1.4. Undertake a detailed Traffic and Transport operations Survey:
- Traffic volume: Directional (peak and non-peak hour volume counts at survey locations along with vehicular composition commercial goods vehicles, buses (inter- and intra-city), minibuses, cars (private/non-commercial or commercial), IPTs, etc.)
- Turning movement surveys of vehicles at turns/ junctions, signals, U-turns.
- Travel speed delay survey, Traffic queue length survey, Signal timing and phasing with signal cycle time, saturated flow data at signalized intersections.
- On-street pedestrian and cyclist volume count
- Any additional surveys deemed necessary for completing the project

The traffic survey formats will be approved by the PMU and GMADA. The above-mentioned surveys will be conducted during peak and non-peak hours of weekdays and weekends.

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1.1.5. Analyze the data generated from the various surveys to identify key traffic trends and patterns, and potential areas for improvement or intervention.

1.1.6. Preparation of Base Map:
Using the outcomes of the initial surveys and road inventory surveys, prepare a Base Map of the site corridor and junctions showing the road corridors and junction alignment, adjacent uses, street names and classifications, landmarks, public spaces, green spaces, water bodies, lane-segregation, pedestrian pathways, crosswalks, vehicular and pedestrian signals, bicycle lanes, underground utility network (particularly the storm water drainage), street lighting, utility poles, safety and emergency services, lane configurations, intersection geometries, green belts, avenue plantations, etc. The Base Map should have dimensions, slopes, level difference, etc. properly marked.

The PMU will coordinate with the Authority & traffic police and all relevant departments / agencies to plan and facilitate the initial surveys and road inventory surveys mentioned above. All measures to ensure the safety of the traffic survey team must be implemented by the Concessionaire, including thorough risk assessment, establishment of clear communication protocols, provision of appropriate safety gear for the surveyors, installation of safety barriers and signages, etc.

1.2 Phasing Plan

After the results of the surveys are available and approved by the PMU and Authority, the Concessionaire shall submit a detailed implementation plan of the Project. The plan shall include submissions including but not limited to Design Proposal and Drawings, Implementation Phasing including traffic management plan, Operations & Maintenance plan (including all activities). The plan shall be approved by the PMU and the Authority before commencement of works.

1.3 Design Proposal and Drawings

- **Draft Design Proposal:**
  The Concessionaire shall prepare a draft design proposal for all corridors, junctions and approach roads to the junction up to [100m] length or adjoining secondary junction whichever is closer, based upon the results of initial surveys in line with the Scope of Work. The design proposal must highlight utilities which would need conflict resolution to maintain a consistent width of the RoW and establish continuity of the service roads, footpaths, cycling tracks, etc.
- The draft design proposal must propose a design solution to,
  - Enhance safety on selected road corridors and junctions. This could be done by intersection design enhancements, realigning lane configurations, organizing bus bays and pick-up and drop-off points, addressing hazardous conditions and minimizing the risk of accidents, etc.
  - Improve integration and coordination between different modes of transportation, such as vehicles, public transit, cyclists, and pedestrians, to create a more efficient and accessible transportation network
  - Enhance facilities and infrastructure for pedestrians, cyclists and Persons with Disability (PwD), including sidewalks, crosswalks, bike lanes, shared-use paths, public plazas and landscape improvements to encourage active transportation and accessibility
  - Support economic development and revitalization efforts by improving access to uses (businesses and commercial areas) along corridors and at junctions
  - Promote environmental sustainability by incorporating green infrastructure elements into corridor and junction designs.
  - Integrate pedestrian friendly and citizen friendly beautification elements

- **Comprehensive Layout Plan, Ancillary Plans, and details:**
  The draft design proposal must include a Comprehensive Layout Plan (with all dimensions, slopes, level difference, material specifications and road markings – lane delineation (including road widening proposals, if any), traffic calming measures, bus bays, pick-up and drop-off

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points, street utilities, landscape elements, storm water drainage, where applicable, streetlights, etc.). For legibility of the drawings, the Concessionaire is also required to submit the following plans separately:

- Landscape plan (with planting species details, c/c distance of planting, design details of public plazas, etc.)
- Utility plan (with layout of underground utilities, location of utility boxes, etc.)
- Beautification plan with street furniture, bus stands, public conveniences, Multi utility zone (MUZ) marked for vendors, public plazas, etc.)
- Signage plan
- Emergency vehicle movement plan
- Paving plan (tactile paving, pervious paving, use of local materials, etc.)
- Any other plans required to provide clarity to the design proposal

All plans must be accompanied by mid-block sections wherever there is a change in usage, width, level difference, etc. The following additional details should also be provided:

- Bollard detail
- Tree grating detail
- Seating detail
- Streetlight details
- Ramp detail
- Any other details required to complete the design

All drawings must be prepared using AutoCAD software and should be geo-referenced. The physical as well as digital copy of all drawings should be submitted by the Concessionaire.

- **Stakeholder Feedback**: Support the PMU in engaging with local stakeholders to receive feedback on the draft design proposal to ensure that the plan reflects their needs and priorities and contributes to creating more livable and vibrant neighborhoods. The list of local stakeholders must be approved by the PMU and GMADA. This activity may require multiple meetings/consultations with the local stakeholders.

- Finalize the design proposal based on the input received from PMU and GMADA and other stakeholders.

2. Carriageway Upgradation

The Concessionaire is required to redevelop the roads and junctions as per the scope of work in this section:

2.2.1 Site preparation

The Concessionaire is responsible for undertaking all activities as per handover schedule and the phasing plan approved by the PMU and Authority.

i. **Site clearance and removal of existing elements –**
   - Clearances from the Authorities of the respective existing roads, right of way, level crossings, structures, or utilities, under or above the site, should be taken care of and they should be well informed beforehand regarding diversions needed for construction activities.
   - The Concessionaire shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project in accordance with the Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Concessionaire.

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ii. **Site grading and preparation for works** – Complete site clearance and setting-out works, establishing layout and reference benchmarks, grading and preparing the ground for roadway and footpath works.

The scope of work inter-alia includes the construction of various roadway facilities and assets for the Site in accordance with the below specified scope of work.

2.2.2 Carriageway

Strengthening of existing carriageway as per approved drawings; repair and replacement of existing flexible pavements by bituminous overlay with Dense Bituminous Macadam, Bituminous Concrete, execution of prime coat and tack coat as per MoRTH Clauses (502, 503, 504, 505 & 507), wherever required laying, reconstruction of GSB and WMM layers as per MoRTH Clauses 401 & 406, repair of potholes, rutting and cracking of road surface as per condition assessment survey. The details of the tentative breakup of various interventions have been provided in the chart at the end of Schedule G. However, the exact configuration would be detailed in the Design Proposal as approved by the Authority.

- Amber – Profile corrections after the overlay construction to maintain 2-2.5% slope in the carriageway as per IRC 86.
- Shoulder – Restoration of earthen shoulder if required.
- Road works
  - Overlay of Bituminous Concrete layer of 50mm thickness and DBM layer of 90 mm thickness as wearing coarse, and prime coat (SS-1/SS-1H emulsion) of 0.7-1 kg/m2 and tack coat of 0.25-0.35 kg/m2 for emulsion wherever needed as per MoRTH Clauses 502, 503, 504, 505 & 507.
  - Some of the road sections require intervention up to GSB and WMM level.
- Road Markings and Signage
  - Finished top surface of roads shall be repainted with the road markings to demarcate the carriage ways, lanes, bus stopovers, bicycle lane and pedestrian road crossings etc. and fixed with the signage boards as per IRC 35 & 67.
- Traverse Ducts – 300mm diameter concrete ducts below WMM layer (wherever required)
  - For fiber optic cables – at every 200m distance
  - Provision for HDPE water supply pipes (pipe diameter to be agreed with the Authority) – at every 500m distance

2.2.2 Drainage

Provision of drainage [up to 5% of the road length] is considered as part of the project. The exact sections where box drains have to be provided would be decided as part of the design phase.

3. Beautification

Non-carriageway

Laying of median, kerb, footpath, bicycle lane, Multi-Utility Zone (MUZ) & other related items as per the scope of work and specifications.

- Median
  - [200 mm] elevated median with plantation (as detailed in 'Landscaping' section) and crash barriers
  - Median Width as per existing site conditions
- Kerb
  - Continuous kerb stones (M20) at the edge of carriageway except for turnings, junctions and designated breaks.
  - Kerb ramps at every drop-down point with slope maintained as per relevant standards.
- Footpath (ranging from width of 1.2 m to 2.5 m)
  - Footpath area on two sides of the carriage way as per IRCSP 63 - 2014.
  - Regular pavers – interlocking pavers on top of layer

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- Tactile pavers – along complete footpath lengths and relevant treatment along pedestrian crossings
- Multi-utility zone (as applicable)
  - Dedicated multi-utility zones of [2m] width with decorative flooring tiles and other street elements (as listed in section below)
- Bicycle Lane
  - [2.5m] cycle tracks on designated roads, painted separately with hot pressed paint of color as advised by PMU/Authority.
- Pedestrian Crossings
  - Speed tables / Raised crossings at every [500m] of road length / aligned with major schools / hospitals / relevant public buildings / spaces and at Category A junctions
  - Pedestrian crossings at grade at every intersection / junction at Category B and C junctions
  - Pedestrian refuge islands with tactile warnings and concrete bollards at [400mm] centre-to-centre distance at all crossing-median intersection
- Traffic Calming Measures
  - Cobblestone carriageway at ten (10) selected junctions
  - Rumble strips at all junctions

Lighting, Electrical, Upgradation of Traffic Signal System, Utility Shifting & Utility Ducts – Complete Street lighting installation and associated electrical cabling, feeder pillars, earthing, poles, foundations, controls, etc. and utility ducts as per IRC:98 – 1997 and specifications of MoRTH Clauses

- **Utility Shifting:** The Concessionaire shall be responsible for the shifting, protection, and relocation of existing utilities, PSPCL's 11 KV HT lines, LT lines, transformers, switchgear, poles, stays, and other allied structures, falling within the Right of Way (ROW) of the proposed works. Utility shifting shall be executed by conversion Overhead electrical system to Underground electrical systems using DWC pipes, HT/LT underground cables, 12 kV Ring Main Units (RMUs), and associated accessories, as required at site and in conformity with relevant IRC, MoRTH, CEA, and IS standards, PSPCL and PWD specifications. The shifting of utilities shall be carried out in such a manner that the existing street lighting system remains fully functional, and no disruption to existing streetlights shall be permitted at any stage of execution.
- **Street Lighting:** The Concessionaire shall carry out the design, supply, installation, testing, commissioning, operation, and maintenance of the additional street lighting system (for enhancing the illumination level on the roads) without disturbing existing street light infrastructure, including all associated electrical and civil works such as, DWC pipes, cabling, CCMS panels, feeder pillars, earthing, systems (as per IS 3043), poles, foundations, controls, and utility ducts strictly in accordance with IRC:98 – -1997, IRC:SP:84-2019, NLC SP-72 and MoRTH specifications.
  - **Illumination level and Performance Criteria for roads**: The illumination levels for the main carriageway shall be not less than 40 lux, with overall uniformity ≥ 0.40, as specified in IRC:SP:84-2019. The illumination levels for service roads shall be average lux of 20 lux, with overall uniformity ≥ 0.40. The Concessionaire shall provide octagonal poles with average 30 meter spacing for this purpose.
  - **Illumination level and Performance Criteria for junctions, roundabouts and special sections**: The Concessionaire shall provide lighting at all road junctions and roundabouts with an average illumination of not less than 50 lux and uniformity ≥ 0.40, in accordance with NLC SP-72. Illumination at junctions should be provided by installation of High Mast with special latching arrangement and LED flood lights. At the S-curve section on PR-7 Road from JLPL to Cheema Boiler, near Gurdwara Sohana Sahib, illumination shall be provided to achieve an average lighting level of not less than 100 lux, with uniformity ≥ 0.40, using high mast with special latching arrangement and lighting with LED flood lights.

for elaborate calculation

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- **Lighting fixtures**: The Concessionaire shall provide LED streetlight fixtures, outdoor rated, IP66, efficacy minimum 120 lumens/watt, potted drivers, double driver arrangement above 150W rating, CISPR-15 complied, as per IS 10322 and IS 16103 (part-1) 2025.
- **CCMS Panels:** The Concessionaire shall provide CCMS panels for the existing street lighting system, newly installed street lighting system, and beautification lighting system. The CCMS shall enable real-time monitoring of energy consumption, power status, fault detection, and provide SMS alerts. A web-based portal and mobile application shall be provided for remote operation, monitoring, and management of the entire lighting system. All existing and newly installed luminaires shall be integrated with and controlled through the CCMS.
- **Uninterrupted Power Supply and Construction lighting:** The power supply shall be provided by the Department. However, in the event of power failure, outage, or non-availability of supply due to any reason whatsoever, the Concessionaire shall ensure uninterrupted operation of the street lighting system during night hours and periods of low visibility, by providing and operating DG sets or other approved standby power arrangements, complete in all respects, at no additional cost to the Department. Adequate lighting shall be provided during construction activities, and illumination at construction sites shall conform to NLC SP-72 and other applicable safety provisions

- **Roundabouts Works:** The Concessionaire shall provide lighting at the roundabout's road junctions with illumination of average Lux of 50 and uniformity 0.4 as per NLC SP-72. Illumination at junctions should be provided by installation of High Mast with special latching arrangement and LED flood lights.
- **For beautification works and Landscaping lighting**: The Concessionaire should provide the ornamental poles, decorative poles, decorative brackets, decorated lights, post top lamps, inverted post top lamps, flood lights of various colors for highlighting the plantations, bollards (Small size, Normal size, J type etc.), LED strips of different colors for poles, bush lights, spike lights etc. lights for beautification works.
- The Concessionaire shall install outdoor LED-based unipole-mounted traffic warning systems, including Variable Message Signs (VMS) and road safety information unipoles, at locations identified by the Engineer-in-Charge, for dissemination of real-time traffic and safety information, in accordance with applicable IRC and MoRTH guideline.
- **No physical road cutting shall be permitted under any circumstances.** All road crossings shall be carried out by the Concessionaire using the Horizontal Directional Drilling (HDD) method. HDD shall be adopted wherever underground cable crossing beneath the road is required. The method shall ensure that the road surface remains undisturbed and intact. All such works shall be executed strictly as per approved specifications and instructions.
- **Web-Based Street Lighting Complaint Redressal System**: The Concessionaire shall design, develop, implement, operate, and maintain a web-based and mobile-enabled Street Lighting Complaint Redressal System for effective monitoring, management, and timely redressal of complaints related to the street lighting system. The system shall include a dedicated website and mobile application, integrated with the Centralized Control and Monitoring System (CCMS), to enable real-time registration, tracking, and closure of complaints. The platform shall provide facility for public users as well as authorized department officials to lodge and monitor complaints pertaining to non-functioning luminaires, cable faults, pole damage, CCMS faults, feeder pillar issues, and allied electrical infrastructure.
- **Upgradation of Traffic Signal System:** The Concessionaire shall be responsible for the upgradation of the existing traffic signal system by replacing new-generation, intelligent traffic signal systems, complete in all respects. The scope shall include design, supply, installation, testing, commissioning, integration, operation, and maintenance of the upgraded traffic signals and all associated infrastructure. The upgraded system shall comprise LED-based traffic signal heads, CCMS-enabled controllers, and a web-based and

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mobile-enabled application for real-time monitoring, control, diagnostics, and reporting of traffic signal operations. The system shall provide facilities for remote signal timing adjustments, fault detection, status monitoring, power availability indication, and event logging, in accordance with applicable IRC and MoRTH guidelines. The Concessionaire shall undertake replacement of existing poles, signal posts, cantilever structures, foundations, cabling, junction boxes, controllers, and allied electrical and civil infrastructure, wherever required, to ensure safe, reliable, and efficient operation of the new-generation traffic signal system. All works shall be executed to meet current traffic engineering standards, road safety requirements, and directions. The upgraded traffic signal system shall be fully integrated with the Centralized Control and Monitoring System (CCMS) and the proposed web-based management platform, enabling centralized supervision and coordinated traffic management.

- **Provision of Solar Blinkers**: The Concessionaire shall design, supply, install, test, commission, operate, and maintain Solar-powered LED blinkers at road cuts, work zones, medians, sharp curves, junction approaches, pedestrian crossings, and other strategic locations, as identified by the Authority / PMU, to enhance road safety and night-time visibility. The solar blinkers shall be of robust, weather-proof construction, suitable for continuous outdoor operation, and shall comply with applicable IRC, MoRTH, and relevant IS standards. Each blinker shall be equipped with high-intensity LED modules, solar photovoltaic panels, maintenance-free batteries, and automatic dusk-to-dawn operation, ensuring reliable performance without dependence on grid power. The Concessionaire shall ensure proper mounting, visibility, alignment, and protection of the solar blinkers so as not to obstruct traffic or compromise road safety. All associated works, including foundations, mounting hardware, wiring (if any), and protective arrangements, shall be deemed to be included in the scope of work.
- [300mm dia] Traverse Ducts, as mentioned above
- Other allied equipment – Cables, sockets, feeder pillars

The Concessionaire must ensure that existing utility lines are not disturbed during Construction Period.

Signages & Road Markings – Reapplying the road markings and road signs: Mandatory, cautionary, informatory sign boards, thermoplastic road markings, reflectors, median markers.

- Sign Boards
  - Mandatory/Regulatory signs as per Section 14 in IRC 67
  - Cautionary/warning signs as per Section 15 in IRC 67
  - Informatory signs as per Section 16 in IRC 67
  - VMS Boards with 6000+ nits' brightness
- Road Markers
  - Line Markings as per Section 3 & 4 in IRC 35
  - RPM / Solar RPM as per Section 5 in IRC 35
  - Median Markers as per IRC 79
  - Thermoplastic Road Markings with 2.5mm + glass beds as per IRC 35

Landscaping and Installations (The below list is illustrative and shall be detailed and finalized as per the plan prepared by the Concessionaire and approved by the Authority) - Avenue plantation, median planting, tree pits and planters, drip irrigation system and central green strips.

The Concessionaire shall undertake supply, stacking and plantation of all plantations detailed below including laying, construction and installation of elements associated with landscaping as listed below:

- Central Green Strip / Median – [Three (3)] layered plantation with shrub, small plant (at 1m distance) and large plant (at 5m distance) along the entire length of the median
- Landscaping planters and beds

For electrical works only

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- RCC tree grating for all trees (except for other treatments)
- Tree Planter Beds ([1m x 1m]) with landscaping bush planted to fill the bed around the tree
- Tree Planter Boxes cum seaters ([1m x 1m]) for large trees at every [100m] (or nearest tree to 100m)
- Plantation beds (of minimum [1m] width) along minimum 60% of the length of the footpath
- Raised RCC / brick planters ([500mm] height) with soil filling and appropriate waterproofing,

- Green Feature Walls – [10 ft] height (minimum [5m] length) – [two (2)] for every road
- Medium-size decorative installations / interactive elements ([5ft] height) at [500 m] distance on Category A roads and at all Category B and C junctions (or near junction if there is no central island / roundabout)
- Large-size decorative installations / interactive elements ([10ft] height)
- Decorative fountain / water features with decorative illumination (with grey water reuse and water efficiency features)
- Drip Irrigation System as per relevant standards

Street Furniture & Other Elements – Bus stops, bus bays, bollards, street benches, railings, dustbins, wayfinding boards, tactile pavers (as per detailed design)

- Bus stands – Stainless Steel 304 grade bus shelter with tubular structures and trussed roof. with seating capacity 8 persons, Name plate with necessary info format, and back lit stainless steel signage.
- Public Toilets
- Kiosks
- Bollards
- Seaters
- Waste bins
- Cycle parking structures

4. Carriageway Resurfacing

The Concessionaire shall undertake resurfacing works in accordance with the provisions of this Agreement.

- Preparation of existing pavement surface, including cleaning, removal of loose materials, rectification of localized failures, and preparation of the surface for overlay works.
- Application of tack coat and/or prime coat as per applicable specifications prior to laying of bituminous layers
- Laying of bituminous layers, including Bituminous Concrete (BC) or such other specified layers, over the identified carriageway sections in accordance with the Specifications and Standards prescribed in Schedule I
- Associated civil works, including repair or replacement of damaged kerbs, median elements, paver blocks, road markings, and other appurtenances affected during resurfacing operations.

The resurfacing works shall be executed in a manner so as to minimize disruption to traffic and shall be completed in a timely manner.

- Traffic management and safety arrangements during execution of resurfacing works, including provision of signage, barricading, and diversion measures in accordance with applicable safety norms.
- Quality control and testing, ensuring that all materials and workmanship conform to the standards prescribed under the Contract and relevant IRC/MoRTH specifications.

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5. Maintenance / O&M

The Concessionaire shall maintain the Project for a period of ten (10) years from Appointed Date from respective handover dates. Maintenance activities shall be undertaken based on predefined inspections, evaluations and tests (as specified in Schedule G).

- **Mechanized sweeping and removal of Dust / Silt / Trash:**
  Carrying out cleaning, removing dust/silt/trash from carriageway using mechanized sweeping machines.
  - Width of carriageway to be kept clean includes:
    - Total width of carriageway (LHS + RHS) including median width
    - Width of service roads (LHS + RHS) wherever service roads are in existence.
    - Width of all structures
  - For cleaning of carriageway, the Concessionaire shall deploy mechanized sweeping machines during the maintenance period.
  - The deployed mechanical sweeping machines will be equipped with two HD-quality working cameras (front and rear) with a minimum resolution of 5 megapixels and night vision capability.
  - Before the deployment of the mechanized sweeping machines, the Concessionaire shall submit the details including make and model of such machines to the PMU / Independent Engineer and the Authority for approval.
  - Concessionaire shall ensure to conduct sweeping and cleaning of all roads, footpaths, road berms, central verge, curb channels, curb stones gully, etc., which means complete solution for RoW (right of way), the objective is to keep the areas litter and dust free.
  - The frequency of cleaning shall be in accordance with industry best practices and prescribed service level requirements, and may be increased or modified based on seasonal variations, traffic intensity, weather conditions, or directions of the Authority / Independent Engineer
  - Concessionaire shall maintain logbooks of all mechanized sweeping machines and submit the Xerox of this along with statement of work done.

- **Routine Maintenance:** Repair of potholes, cracking, rutting, corrugations and shoving, bleeding, raveling, edge deformation, edge drop at shoulder, slope of camber, rain cuts, repainting of faded road markings, pedestrian guard rails, safety barriers, attenuators, signage and lighting, median and footpath.

- **Periodic Maintenance:** Repair of pavement and overlay, correcting the kerb height, removal / trimming of trees and shrubs which provide obstruction for traffic.

- **Minor Improvement Works:** Closing of median openings, installation of guard rails, poles and roads signages, widening intersection approaches.

- **Emergency Works/Day Works:** Based on occurrence - removal of fallen trees or vehicles involved in an accident, removal of any street side structure or broken road cross sectional elements like median, kerb which might have fallen on the road.

- **Drains and Drainage:** Cleaning, clearing and repairing roadside open / unlined / lined / covered drains and cross drainage works
  - Cleaning, clearing, deepening and reshaping roadside drains and making shallow lateral drains on shoulders to drain out the rainwater / surface water effectively from bituminous surface as well as from roadside berms
  - Disposal of sediments, extraneous debris or vegetation growth, blocking flow
  - Safety devices and signs shall be placed as per MoRTH Specifications for Road and Bridge Works (5th Revision) Clause No. 112
  - The excavated material shall be disposed off as directed by Authority with all leads and lifts

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- The drain slopes and sides shall be dressed up to original flow line and cross section

- **Vegetation/Weeds:** Removal of rank vegetation / weeds from shoulders and footpaths
  - The Concessionaire shall keep the shoulders; embankment slopes up to right of way (RoW) on both sides complete in all respects.
  - The work shall include breaking of clods, rough dressing and disposal of waste and vegetation outside RoW as per directions of the Authority.
  - The Concessionaire shall maintain separate signed muster rolls of deployed labors & supervisors and logbooks of tractors.

- **Signages:** Routine maintenance of road signs and delineators
  - The work shall consist of washing of signs, delineators, removal of posters etc. and repairing to support structures with repainting.
  - The road signs and delineators should be thoroughly washed using a detergent solution followed by a lean rinse and whole face of the sign shall be dried.
  - Defects in supporting structures like surface marks or bent posts shall be repaired with appropriate tools.

Note on Inspection:

- During the maintenance period, the Concessionaire shall carry out weekly inspection of project roads and submit report to the PMU and Authority on the maintenance works carried out during the week and identify other items of works with location requiring attention for maintenance.
- Any maintenance which involves works of emergent nature and/or replacement shall be immediately reported to the PMU and Authority for joint assessment and issue of the work order. Such repairs shall be carried out by authorization by the PMU and Authority except in emergency situations where it needs to be attended to urgently for safety reasons. In such situations, temporary arrangements shall be made immediately and further directions sought from the PMU and Authority.
- The PMU will monitor road condition and shall carry out at least fortnightly inspection of the project road to verify that the Concessionaire is maintaining maintenance standards as per Contract and to make note of non-compliances of items, other items of work and work orders issued for other works. Non-compliance/delayed compliance of maintenance work shall be dealt with as per provisions of the agreement.

All materials, works and construction operations shall conform to the requirements laid down in the "Specifications for Road and Bridge Works" (5th Revision), Ministry of Road Transport and Highways, Published by Indian Roads Congress (IRC), New Delhi; IRC:82 "Code of Practice for Maintenance of Bituminous Surfaces on Highways" and IRC:SP:83 Guidelines for Maintenance, Repairs and Rehabilitation of Cement Concrete Pavements" wherever applicable. Where the Specification for a work is not given, sound engineering practice shall be adopted to the satisfaction of the PMU and Authority. "Specifications for Road and Bridge Works, Ministry of Road Transport and Highways" (5th Revision) is hereinafter referred to as MoRTH Specifications.

- During the Maintenance Period, the obligations of the Concessionaire hereunder shall include:
  - Permitting safe, smooth and uninterrupted flow of traffic on the Project
  - Undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices. For the avoidance of doubt, the electricity charges for operation of electrical infrastructure installed along the project length, except the infrastructure being used by the Concessionaire for its own use, shall be borne by the Authority
  - Undertaking repairs to structures
  - Informing the Authority of any unauthorized use of the Project
  - Informing the Authority of any encroachments on the Project

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- Operation and maintenance of all communication, patrolling administrative systems necessary for the efficient maintenance of the Project in accordance with the provisions of this Agreement.

- In respect of any Defect or deficiency not specified in Schedule-T, the Concessionaire shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any willful default or neglect of the Authority or a Force Majeure Event.
- The Concessionaire shall remove promptly any waste materials (including hazardous materials and wastewater), rubbish and other debris (including, without limitation, accident debris) and keep the roads in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice

6. Summary of Scope of Work

Activity	Timeline	Road Length (km)
Initial Surveys and Design	2026 (Phase 1, Phase 2, Phase 3)	GMADA Roads – 56.3 MC Roads – 27.1 Total Roads – 83.4
Carriageway Upgradation	2026 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
	2028 (Phase 2)	GMADA Roads – 10.7 MC Roads – 10.9 Total Roads – 21.6
Beautification	2026 (Phase 1, Phase 2, Phase 3)	GMADA Roads – 56.3 MC Roads – 27.1 Total Roads – 83.4
Carriageway Resurfacing	2031 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
	2033 (Phase 2)	GMADA Roads – 10.7 MC Roads – 10.9 Total Roads – 21.6
Maintenance / O&M: Full Roads	2026-2027 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
	2028-2036 (Phase 1 & Phase 2)	GMADA Roads – 42.8 MC Roads – 20.2 Total Roads – 63
Maintenance: Non-Pavement Sections + Mechanized Sweeping	2026-2027 (Phase 2 & Phase 3)	GMADA Roads – 24.2 MC Roads – 17.8 Total Roads – 42
	2028-2036 (Phase 3)	GMADA Roads – 13.5 MC Roads – 6.9 Total Roads – 20.4

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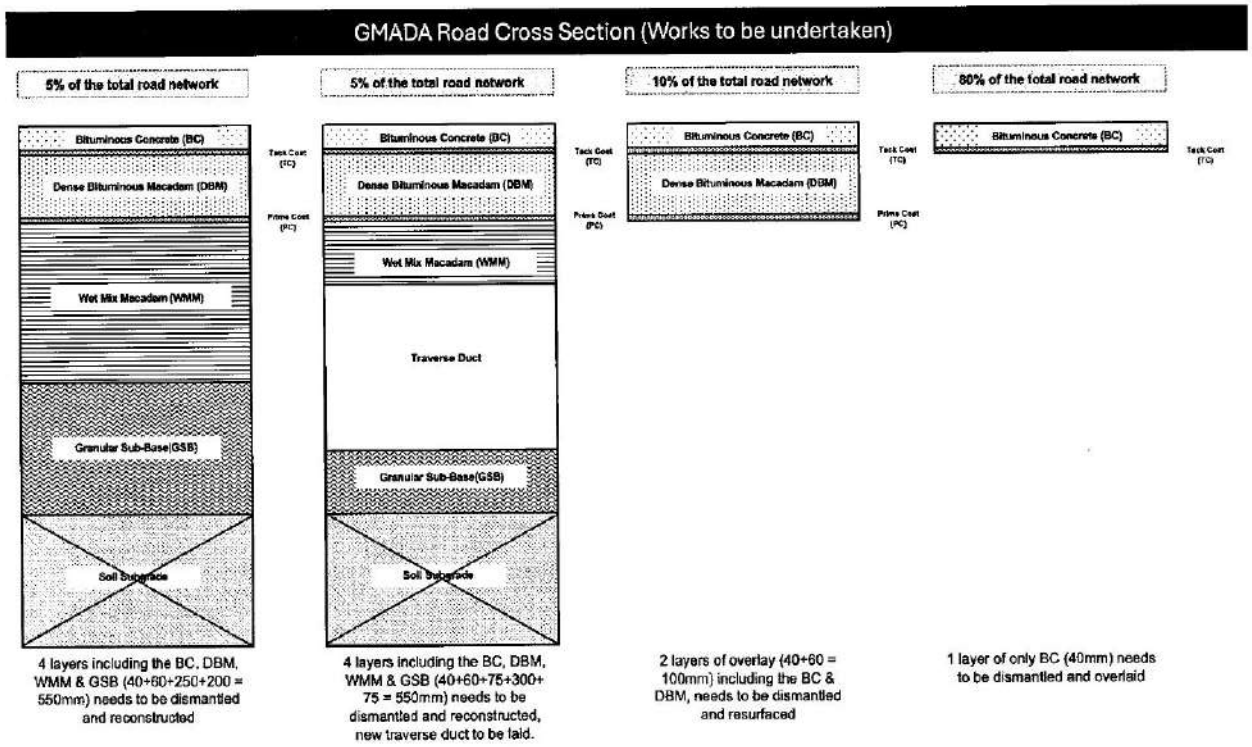
One Time Upgradation – Tentative Configuration for Carriageway Upgradation

The tentative configuration for Carriageway upgradation is provided below – Exact configuration shall be based on the surveys and captured in the Design Proposal and as approved by the Authority.



DE (Elect) DE(PH) DE(Horti) DE (E-1) DE (E-2) DE (E-3)

Schedule H: Typical Sections

Typical / illustrative Cross-sections are attached in this section.

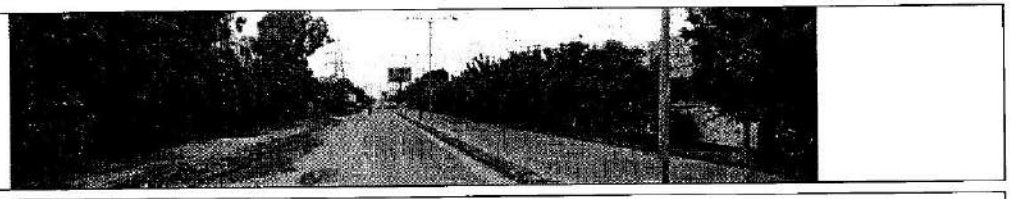
The Concessionaire shall prepare road cross-sections for all project roads / corridors based on the typical cross-sections but suitably modified to reflect the survey data, existing right-of-way, traffic conditions, urban context and the intent of the RFP.

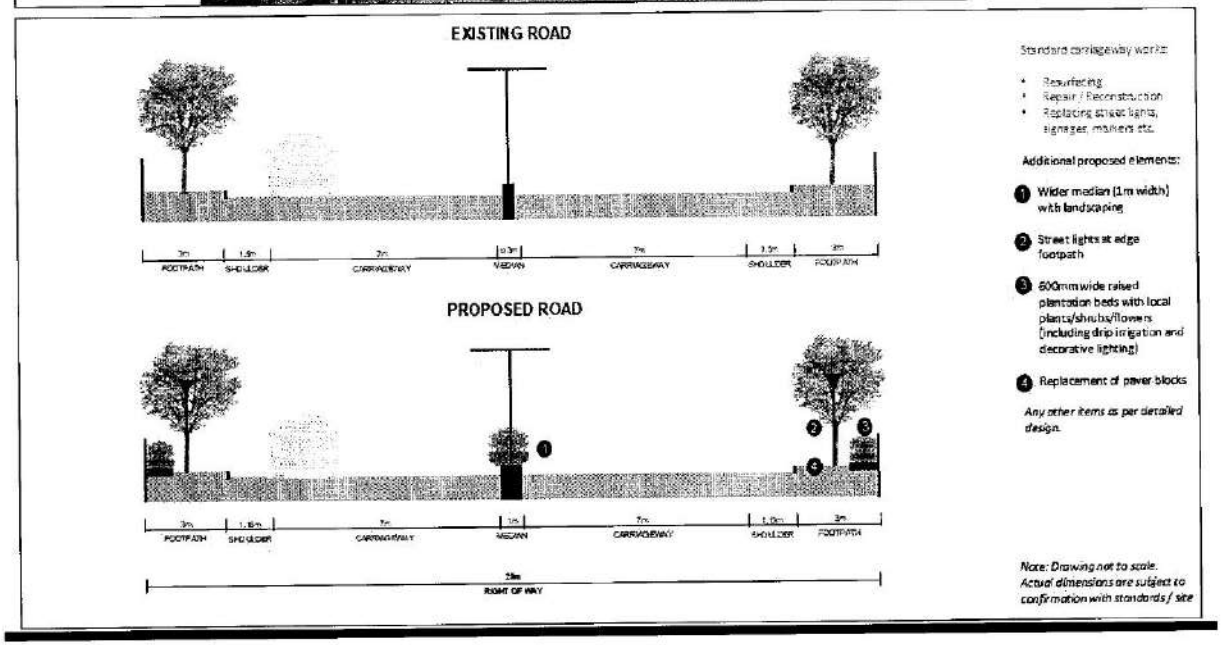
The sections should accommodate appropriate arrangements of carriageways, footpaths, cycle tracks, medians, utilities, drainage, landscaping, and street-lighting, ensuring safe movement for all users. Designs must reflect corridor functions, whether arterial, commercial, residential, transit-oriented, or constrained—and prioritize multimodal integration, accessibility, and streetscape improvement. Each section should clearly illustrate the proposed spatial organization, hierarchy of movement, and placement of urban design elements, aligned with relevant IRC, MoRTH, and urban street design guidelines.

DE (Elect) DE (PH) DE (Hardi) DE (E-1) DE (E-2) DE (E-3)

DRAFT SECTION (EXISTING & PROPOSED)

Four (4) Lane - Bolangi Road (23m RoW) (A)





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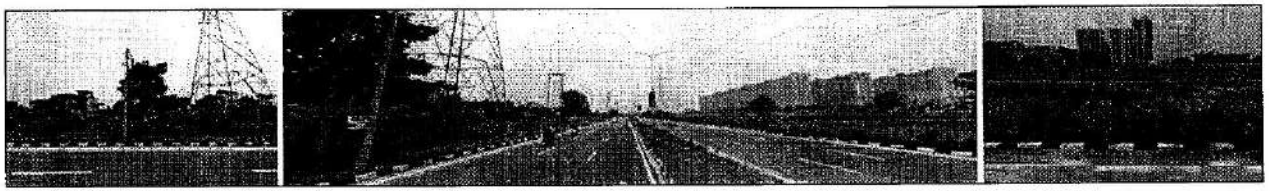
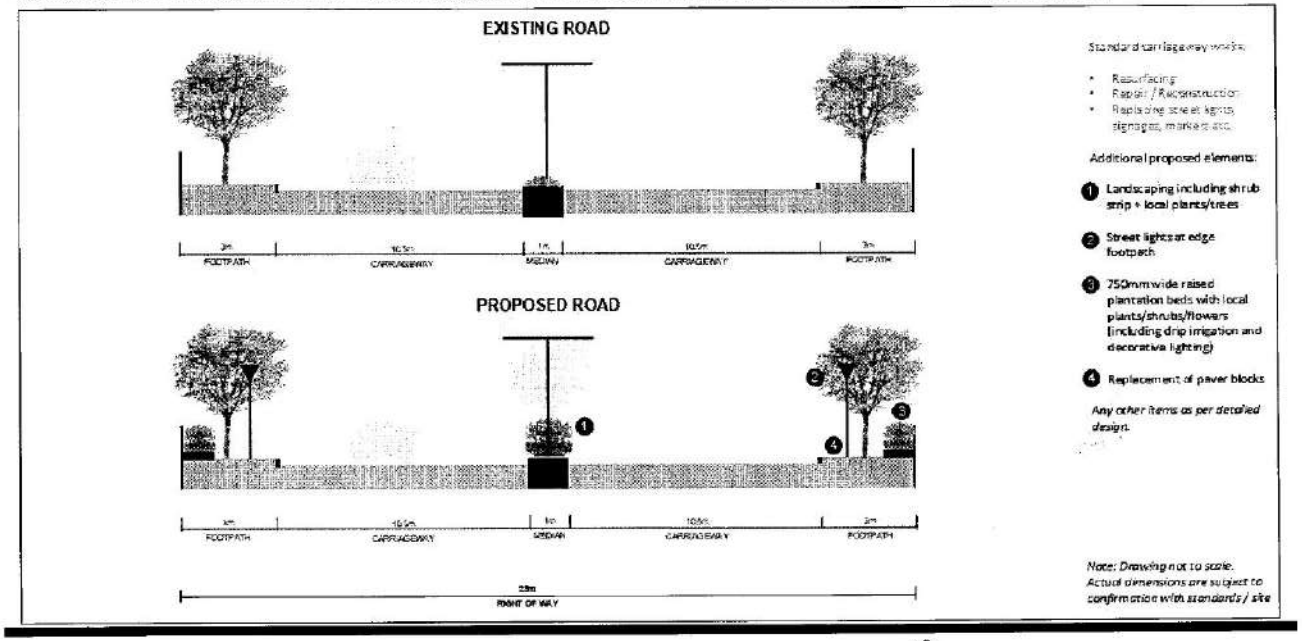
DRAFT SECTION (EXISTING & PROPOSED) — Six (6) Lane Road – Sector 88 (28m RoW)

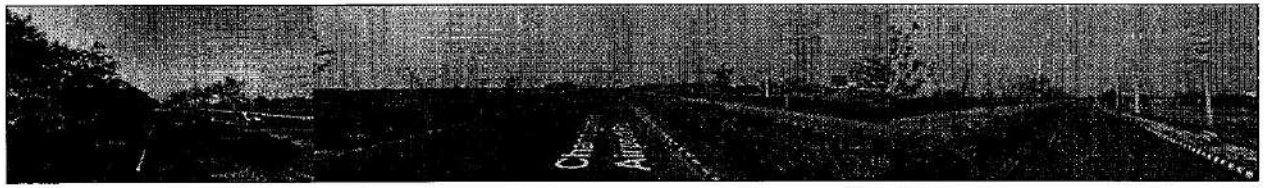


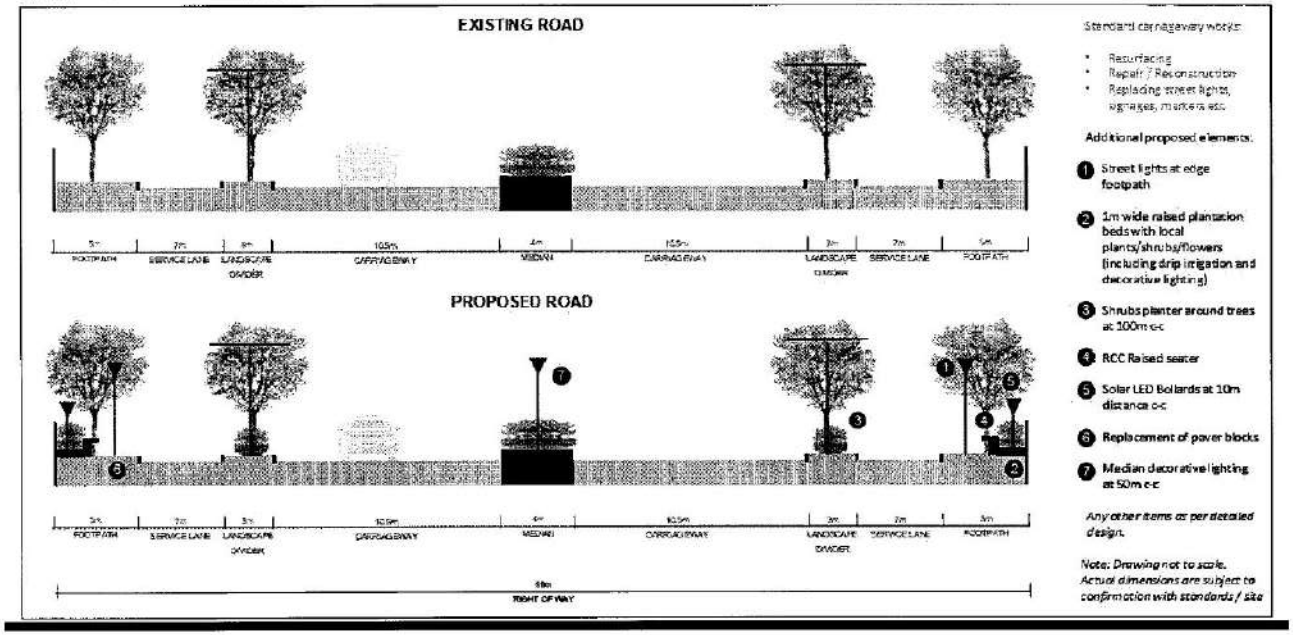


DE (Elect) DE (PH) DE(Health) DE (G-1) DE (G-2) DE (G-3)

DRAFT SECTION (EXISTING & PROPOSED)

Six (6) Lane with Service Road (both sides) – Chandigarh Airport Road (55m RoW)





Standard carriageway works:

- Resurfacing
- Repair / Reconstruction
- Replacing street lights, signages, markers etc.

Additional proposed elements:

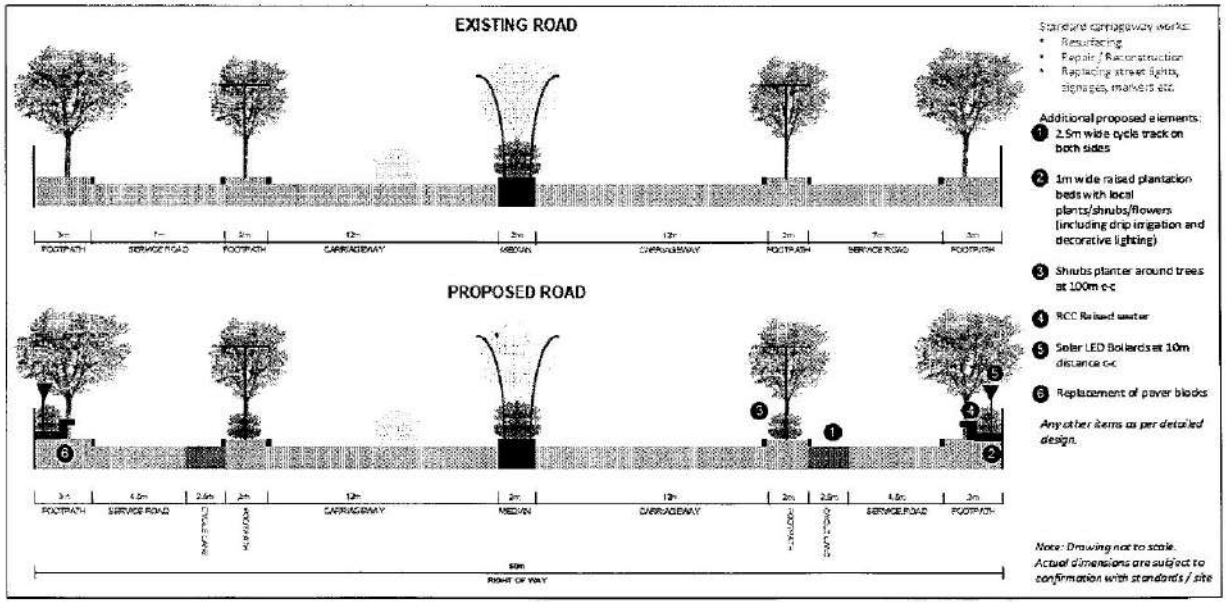
1. Street lights at edge footpath
2. 1m wide raised plantation beds with local plants/shrubs/flowers (including drip irrigation and decorative lighting)
3. Shrubs planter around trees at 100m c-c
4. RCC Raised seater
5. Solar LED Bollards at 10m distance c-c
6. Replacement of paver blocks
7. Median decorative lighting at 50m c-c

Any other items as per detailed design.

Note: Drawing not to scale. Actual dimensions are subject to confirmation with standards / site

DE (Elect) DE(PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

DRAFT SECTION (EXISTING & PROPOSED) **Eight (8) Lane with Service Roads on both sides – PR 7 (50m RoW)** (D)



DE(Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

Schedule I: Manuals, Standards, Guidelines

1. Road Design and Repairs Standards

1.1.	MoRTH Section 300 (5th Revision)	: Earthwork & Sub-base
1.2.	MoRTH Section 500 (5th Revision)	: Bituminous Works
1.3.	MoRTH Section 700 (5th Revision)	: Drainage & Granular Layers
1.4.	MoRTH Section 800 (5th Revision)	: Traffic Signs, Markings, Poles, Kerbs
1.5.	MoRTH Section 1500 (5th Revision)	: Utility Crossings
1.6.	IS 73	: Bitumen (VG Grades)
1.7.	IS 4984 / 4985	: HDPE Pipes & Ducts
1.8.	IRC 65	: Roundabout Design
1.9.	IRC 86	: Geometric Design of Urban Roads
1.10.	IRC 67	: Road Signs
1.11.	IRC 35	: Road Markings
1.12.	IRC SP 87	: Six-Lane Design
1.13.	IRC SP 84	: Four-Lane Design
1.14.	IRC SP 41	: At-Grade Intersections
1.15.	IRC SP 124	: Guidelines for Road Markings
1.16.	IRC 93	: Road Traffic Signals
1.17.	IRC 79	: Road Delineators
1.18.	IRC SP 42	: Road Drainage
1.19.	IRC SP 115	: FWD Evaluation
1.20.	IRC 37	: Flexible Pavement Design
1.21.	IRC 111	: Bituminous Mix Design
1.22.	IRC 99	: Traffic Calming Measures
1.23.	VMS	: IRC SP 85
1.24.	Street Lighting	: IRC 62
1.25.	Landscape Plantation	: IRC 66

2. Roads Operation & Maintenance Standards

2.1.	IRC 82	: Maintenance of Bituminous Surface Roads
2.2.	IRC SP 55	: Traffic Management at Construction Zones
2.3.	IRC 116	: Bituminous Pothole Patching
2.4.	CPHEEO Manual	: Urban Stormwater Drainage
2.5.	IRC SP 88	: Manual on Road Safety Audit
2.6.	IS 732	: Electrical Installations
2.7.	IRC SP 43	: Low-Cost Traffic Mgt. Tech for Urban Areas

3. Street Rejuvenation Standards

3.1.	IRC 103	: Pedestrian Facilities
3.2.	IRC 110	: Cycle Tracks
3.3.	IRC 98	: Accommodation of Utilities in urban roads
3.4.	IRC 46	: Roadside Advertisements & Hoardings
3.5.	IS 1944 (Part 1 & 2)	: Public Road Lighting
3.6.	IRC SP 85	: VMS
3.7.	IRC 66	: Landscape Plantation
3.8.	IRC 62	: Streetlights
3.9.	IS 875 (Part 3)	: Wind Load for Poles, signages.
3.10.	IRC 84	: Street lights
3.11.	NLC SP-72	: Street lights
3.12.	CSR 2020, AC slips	: Electrical Works
3.13.	CPWD Urban Street Furniture Guidelines	
3.14.	MoHUA Urban Design Manual	
3.15.	UTTIPEC Guidelines – Footpaths, Cycle Tracks, Plazas	
3.16.	CPWD Landscaping Manual (for seating, planters, tree guards)	

for electrical work only

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Schedule J: Applicable Permits

The Concessionaire shall obtain, as required under Applicable Laws, all Applicable Permits. License from Chief Electrical Inspector on or before the Appointed Date. Unless otherwise specified in this Agreement, Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority as a Condition Precedent.

For electrical works only

DE(Elect) DE(PH) DE(Health) DE(C-1) DE(C-2) DE(C-3)

Schedule K: Format of Performance Security

WHEREAS:

(A) (the "Concessionaire") and _____, Greater Mohali Area Development Authority (the "Authority") have entered into a Concession Agreement dated (the" Agreement") whereby the Authority has agreed to the Concessionaire undertaking Upgradation, resurfacing and beautification of roads and Junctions in Mohali under the Mohali's Next Generation Roads Program on Hybrid Annuity" basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. ***** cr. (Rupees ***** crore) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) We, ... through our Branch at ..... (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of _____ in the Greater Mohali Area Development Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time

DE (Elect) DE (PH) DE (Health) DE (E-1) DE (E-2) DE (E-3)

or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until _____ or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This guarantee shall also be operatable at our branch at _____, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

12. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of GMADA which are as follows:

DE (Elect) DE (PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

Particulars	Details
Name of Beneficiary	
Name of Bank	
Name of Branch	
Account No.	
IFSC Code	

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED
For and behalf of the BANK by:

(Signature)
(Name) (Designation) (Code Number)
(Address

NOTES:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned in the covering letter of issuing Branch.

DE (Elect) DE (PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

Schedule L: Format of Mobilization Advance

WHEREAS:

(A) ..... (the "Concessionaire") and the _____, Greater Mohali Area Development Authority (the "Authority") have entered into a Concession Agreement dated ..... (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking Upgradation, resurfacing and beautification of roads and Junctions in Mohali under the Mohali's Next Generation Roads Program on Hybrid Annuity") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Agreement, the Authority shall make to the Concessionaire an interest-bearing advance payment (herein after called "Mobilization Advance") not exceeding _____% of the Bid Project Cost; subject to the Concessionaire furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 100% of such Advance to remain effective till_____

(C) We, ...through our branch at ..... (the "**Bank**") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the faithful delivery of services on time of the aforesaid Mobilization Advance under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of _____ in the Greater Mohali Area Development Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. The Bank further also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against the Concessionaire and notwithstanding any security or other guarantee that the Authority may have in relation to the Concessionaire's liability.

4. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall

DE(Elect) DE(PH) DE(Health) DE(C-1) DE(C-2) DE(ES)

not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

5. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

6. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Mobilization Advance or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Mobilization Advance.

8. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 9 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

9. The Guarantee shall cease to be in force and effect on_____ unless a demand or claim under this Guarantee is made on the aforesaid date, the Bank shall be discharged from its liabilities hereunder.

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

12. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 9 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

13. This guarantee shall be operatable at our _____ Branch at _____, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make

DE (Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

payment of amounts so demanded under the said invocation.

14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of GMADA which are as follows:

Particulars	Details
Name of Beneficiary	
Name of Bank	
Name of Branch	
Account No.	
IFSC Code	

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED
For and behalf of the BANK by:

(Signature)
(Name) (Designation) (Code Number)
(Address

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned in the covering letter of issuing Branch.

DE(Elect) DE(PH) DE(Horti) DE(C-3) DE(C-2) DE(C-3)

Schedule M: Project Completion Schedule

The Concessionaire must comply with the requirements set forth in schedule M

Activity	Timeline
Signing of LoA	A
Fulfilment of Conditions Precedent including SPV Formation, Financial Close and Surveys and Designs	A + 45 days
Appointed Date / Signing of Concession Agreement	A + 45 days
Complete Handover of roads as part of Phase 1 + Handover of roads as part of Phase 2 for beautification and O&M + Handover of roads as part of Phase 3 for beautification and O&M	A + 45 days = Handover Date 1
Completion of carriageway upgradation and beautification works for Phase 1 + Completion of beautification works for Phase 2 and Phase 3	B = A + 240 days
Handover of roads as part of Phase 2 – for carriageway upgradation	C = Handover Date 2
Completion of carriageway upgradation works for Phase 2	D = C + 120 days
Start of Resurfacing works of roads received as part of Phase 1 – Resurfacing Handover Date 1	E = 5th anniversary of B
Completion of Resurfacing works of roads received as part of Phase 1	E + 120 days
Start of Resurfacing works of roads received as part of Phase 2 – Resurfacing Handover Date 2	F = 5th anniversary of D
Completion of Resurfacing works of roads received as part of Phase 2	F + 120 days
Vesting back of roads to GMADA All roads shall be handed back to the Authority on 10th Anniversary of date of handover of Phase 1.	A + 10 years

DE(Hect) DE(PH) DE(Hourly) DE(C-1) DE(C-2) DE(C-3)

Schedule N: Performance Standards, Service Levels, and Monitoring Mechanism

1. Performance Standards

The Concessionaire shall comply with industry best practices and globally recognized standards, including but not limited to the following

Sno.	Work	Description of Performance
1	Trimming / Pruning / Training	All shrubs and trees are evenly pruned/ trained as per industry best practices
2	Density of Plantation	Density of all shrubs and groundcover is maintained as per industry best practices
3	Removal and Replacement of Dead/Dying Plants	All dead/ dying plants are removed and replaced with mature plants at specified height and density
4	Gaps in plantation	There are no gaps/ patches in the plantation in the horticulture strips
5	Removal of Horticulture waste	All horticultural waste material is removed from the street
6	Kerb Cleaning	The entire kerb edge along with the saucer drain is clean
7	Cycle track cleaning	The entire cycle track is clean with no litter, stains or dust
8	Footpath Cleaning	The entire footpath is clean with no litter, stains or dust
9	Benches and sitting area	All the benches and sitting areas are clean with no litter, stains or dust
10	Electrical Lighting/poles (pedestrian)	All the light poles are clean and have no obstruction for illumination of footpath
11	Drainage/bell mouth	All bell mouths are clean and desilted with no obstruction at the entrance
12	Signage	All the signages are clean, not broken and free from obstruction
13	Litter Bins	All the litter bins are cleared of the waste, cleaned and not broken
14	Bollards	All bollards are clean, not broken and painted wherever needed
15	Central Verge (where applicable)	The entire central verge is clean with no broken kerbs and horticulture is well maintained
16	Dead Animal Removal	All dead animals are removed from the road / footpath/ horticultural areas.
17	Transportation of Waste	All of the waste material from the road is transported out.
18	Footpath & median kerbs	The entire footpath is at a uniform level with no broken pavers
19	Cycle Track	The entire cycle track is at a uniform level with no breakage

2. Manpower Requirement

All manpower required to meet, maintain, and ensure compliance with the prescribed standards shall be provided and borne by the Concessionaire

DE(Elect) DE(PH) DE(Horti) DE(E-1) DE (E-2) DE (E-3)

3. Digital Monitoring

The Concessionaire must **develop and maintain an online, live digital dashboard or other suitable mechanism** with the following features:

- Real time monitoring of the condition of roads and identification of issues using various methods like AI based monitoring, physical monitoring, etc.
- Interactive Map has to be prepared with details of issues like location coordinates, date of issue identification, concerned agency, time for issue resolution, etc.
- Interactive map has to have a feature to filter issues based on condition, severity, time lapsed, agency concerned, etc.
- Extract and submit reports periodically on the progress of the various activities performed by the agencies, their adherence to Standard Operating Procedures (SOPs) and Performance Indices, and shortfalls in the overall performance
- Maintain the historical data of all the activities performed by various agencies
- Citizen grievance and feedback module, enabling road-related complaints to be uploaded by citizens through the portal or mobile interface, with automated tagging of location, issue category, severity, tracking of resolution status, and integration with the overall monitoring and reporting framework
- Remote access for PMU and Authority for establishing better and continuous monitoring on a real time basis.

DE(Elect) DE(PH) DE(Horti) DE(E-1) DE(E-2) DE(E-3)

Schedule O: Format of Completion Certificate - DRAFT

a. I/We, (Name of the Independent Engineer / Project Monitoring Unit), acting as under and in accordance with the Concession Agreement dated (the "Agreement"), for Upgradation, resurfacing and beautification of roads and Junctions in Mohali under the Mohali's Next Generation Roads Program Project (the "Project") being undertaken through.....(Name of Concessionaire), hereby certify that the Tests specified in _____and _____of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement.

b. It is certified that, in terms of the aforesaid Agreement, that works corresponding to Phase _____ Package _____ have been successfully completed, with an expectation of below mentioned items if any

i) _____
ii) _____
iii) _____
iv) _____

SIGNED, SEALED AND DELIVERED
For and on behalf of
Independent Engineer by:

Signature
Name
Designation
Address

DE (Elect) DE(PH) DE(Hort) DE (C-1) DE(C-2) DE(C-3)

Schedule P: Format of Vesting Certificate - DRAFT

1 The Chairman, Greater Mohali Area Development Authority (the **"Authority"**) refers to the Concession Agreement dated ..... (the **"Agreement"**) entered between the Authority and ..... (the **"Concessionaire"**) for **Upgradation, resurfacing and beautification of roads and Junctions in Mohali under the Mohali's Next Generation Roads Program.**

2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause _____ of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this _____ day of _____ 20

At.....

AGREED, ACCEPTED AND SIGNED
For and on behalf of
CONCESSIONAIRE by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
AUTHORITY by

DE (Hort) DE (PH) DE (Horti) DE (G1) DE (C-2) DE (C-3)

Schedule Q: Payment Schedule

For financial evaluation, the bidder shall quote combined Financial Bid / Bid Project Cost which shall be subdivided as follows:

1. Payment A - Payment sought towards carriageway upgradation and beautification of roads handed over as part of Phase 1 + beautification of roads handed over as part of Phase 2 and Phase 3
2. Payment B - Payment sought towards carriageway upgradation of roads handed over as part of Phase 2 (as per 2026 rates)
3. Payment C - Payment sought towards resurfacing of roads (handed over as part of Phase 1) in the year 2031 (as per 2026 rates)
4. Payment D - Payment sought towards resurfacing of roads (handed over as part of Phase 2) in the year 2033 (as per 2026 rates)
5. Payment E – Total O&M payment sought for undertaking O&M of Phase 1, Phase 2 and Phase 3 roads as per Schedule G throughout the Concession Period (as per 2026 rates)

Note:

1) Payment A shall be 40% of Bid Project Cost
2) Payment B shall be 8% of Bid Project Cost
3) Payment C shall be 12% of Bid Project Cost
4) Payment D shall be 5% of Bid Project Cost
5) Payment E shall be 35% of Bid Project Cost

The Bid Project Cost quoted by the Bidder shall be inclusive of all taxes and GST and shall constitute the entire and sole consideration payable to the Selected Bidder / Concessionaire as per the terms of the Agreement and the payment schedule defined below:

Timeline	On-time Upgradation & Beautification		Resurfacing		O&M**
	% of A	% of B1 (B with escalation)	% of C1 (C with escalation)	% of D1 (D with escalation)	% of E
Mobilization, Preparation and Construction Phase - 2026	40.000%				E/10
2027	11.261%				1.05*(E/10)
2028	11.261%	40.000%			(1.05^2)* (E/10)
2029	11.261%	13.147%			(1.05^3)* (E/10)
2030	11.261%	13.147%			(1.05^3)* (E/10)
2031	11.261%	13.147%	40.000%		(1.05^4)* (E/10)
2032	11.261%	13.147%	19.755%		(1.05^5)* (E/10)
2033	11.261%	13.147%	19.755%	40.000%	(1.05^6)* (E/10)
2034	11.261%	13.147%	19.755%	35.502%	(1.05^7)* (E/10)
2035	11.261%	13.147%	19.755%	35.502%	(1.05^8)* (E/10)
2036					(1.05^9)* (E/10)

De (Elect) De (PH) De (Horti) De (C-1) De (C-2) De (C-3)

Note 1:

1) B1 = Payment B shall be escalated by 5% per annum from the Appointed Date to Handover Date 2
2) C1 = Payment C shall be escalated by 5% per annum from the Appointed Date to Resurfacing Handover Date 1
3) D1 = Payment D shall be escalated by 5% per annum from the Appointed Date to Resurfacing Handover Date 2
4) Payment E shall be disbursed in 4 quarterly instalments, post deductions, if any, under the contractual terms.
5) First and subsequent Annuity component of payments A, B, C & D will be paid on the anniversary of COD of respective phases. The last annuity payment, if due after the vesting date, will be paid on the vesting date.
6) First 40% component of payments A, B, C & D will be paid as per the below table:

S. No.	Items	Payment (% of Total)	Frequency
Mobilization / Preparation Phase			
1.	Mobilization Advance	4%	Against BG for Mobilization Advance
Construction Phase			
2.	Roads – Completion of lane kms as a % of total lane kms	36%	Disbursed upon completion of works (and certification thereof) on a monthly basis

DE (Elect) DE (PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

Schedule R: Required Equipment

The Concessionaire shall provide, at its own cost and expense, equipment for (1) Site operations and construction, (2) Lab testing, and (3) Traffic safety, as listed below. This list is representative of base expectations of Authority. Output and quality, as specified by authority, is to be maintained.

Site Operations and Construction Equipment:

1. Pavement Repair and Maintenance Equipment:
   - Milling Machine
   - Infrared Asphalt Recycler / Pothole Heater
   - Road Marking Machine
   - Thermoplastic Preheater Tank
   - Blower for Cleaning
   - Bitumen Distributor / Mechanical Sprayer (minimum two lane – 7m width)
   - Paver Finisher
   - Hot Mix Plant (75 MTPH)

2. Machinery & Vehicles for Construction Activities:
   - Kerb Cutting Machine
   - Kerb Stone Lifter / Kerb Handling Clamp
   - Skid-mounted Pressure Grout Pump
   - Equipment for Cleaning Drains (Spade, Pickaxe, etc.)

3. Beautification, Streetscape & Greenery Management Equipment:
   - Mechanical Sweeper (min 06 nos.)
   - Chain Saw / Bush Cutter / Trimmer
   - Hedge Trimmer
   - Garden Roller
   - Tree Planter Tool
   - Footpath / Paver Block Cutter
   - Landscaping Tools (brush cutters, pruners, etc.)
   - Portable Generators (for lighting, tools)
   - Wheelbarrows
   - General Construction Tools (shovels, GI buckets, brushes, etc.)

Lab Testing Equipment:

1. Pavement & Bituminous Testing Equipment:
   - Benkelman Beam (deflection testing)
   - Core Cutting Machine
   - Nuclear Density Gauge
   - Sand Replacement Kit
   - Bitumen Penetrometer
   - Marshall Testing Equipment
   - Marshall Water Bath
   - LA Abrasion Testing Machine
   - AIV (Aggregate Impact Value) Machine
   - Specific Gravity Apparatus (Aggregates & Bitumen)
   - Ductility Testing Machine
   - Flash & Fire Point Apparatus
   - Softening Point (Ring & Ball) Tester
   - Tack Coat Testing Sheet
   - Digital Paint Thickness Tester
   - Infrared Thermometer (temperature monitoring)

2. Concrete & Structural Material Testing:
   - Rebound Hammer

DE (Hed) DE(PH) DE (Horti) DE (C-1) DE (C-2) DE (C-3)

- Slump Cone Test Apparatus
- CTM – Compression Testing Machine
- Concrete Cube Molds
- Physical Balance / Electronic Balance
- Screw Gauge
- Wire Gauge Disc
- Measuring Jars & Cylinders
- Hot Air Oven
- Motorized Sieve Shaker
- GI / MS Trays

3. General Laboratory Equipment:
   - Computer with Laser Printer
   - 100 kg Platform Weighing Scale
   - Measuring Tape
   - Shovels & Spades
   - Plastic / GI Buckets
   - Floor Brushes / Wire Brushes / Paint Brushes
   - Hacksaw
   - Wheelbarrow
   - Graduated Measuring Cylinders
   - Lab Accessories (kerosene stove, trays, scrapers, markers, etc.)

4. Electrical Works
   - Power Analyzer.
   - Fault Locating Machines.
   - Vehicle Mounted Ladders.
   - Hydraulic Crimping Tools.
   - Clamp Meter, Multi Meters.
   - Digital Megger upto 5000V.
   - High Pod Test Machine.
   - Digital Earth Tester.
   - Digital Coating thickness checking Meter/Micron Meter.
   - Digital Vernier Calipers.

Traffic Safety:

1. Survey Tools & PPE / Work-Zone Safety:
   - Retro-Reflective Jackets & PPE
   - Traffic Cones
   - Safety Barricades / Water-Filled Barriers
   - Delineators & Safety Chains
   - Blinker Lamps
   - Portable Generator
   - Speed Radar Gun
   - Portable Light Towers
   - Temporary Signages
   - Handheld GPS
   - Digital Inclinometer
   - 360° Camera for Road Inspection
   - GIS-Enabled Road Inspection Vehicle
   - Drone (for inspection & documentation)

2. Road Markings, Work-Zone Devices & Special Equipment:
   - LED Arrow Board

DE(Elect) DE(PH) DE(Horti) DE(E-1) DE(E-2) DE(E-3)

- Reflective Pavement Tapes (for diversion)
- Water Jet Cleaner
- Crash Attenuator / Impact Protection Vehicle
- Road Marking Machine (thermoplastic)
- Thermoplastic Preheater Tank
- Blower for Marking Surface Cleaning

DE(Elect) DE(PH) DE(Health) DE(E-1) DE(E-2) DE(E-3)

Schedule S: List of Approved Manufacturers

Civil Works

Sr. No.	Description of Item	Brands
1	Cement	ACC, VIKRAM, AMBUJA, ULTRATECH
2	Steel	JINDAL STEEL (PANTHER), TISCO, SAIL, RASHTRIYA ISPAT, SHYAM STEEL INDUSTRIAL LIMITED
3	BITUMEN 85/25 & 80/100 GRADE	IOC, BP
4	WATER PROOF COMPOUND	CICO, KRYTON, PIDILITE
5	Ply Wood & Laminate For Flush Door & Cupboards	Century, Greenlam, Kitply, Marino
6	Flush Door Shutter	Kanchan, Gee Door,Green, Century
7	Aluminum Joinery Fittings	Classic, Prestige, New Light,
8	Paint/Primer	Nerolac, Berger, ICI, Shalimar, Asian
9	PAVERS.	DULY ISI APPROVED AND ENGRAVED
10	GLAZED/CERAMIC TILES.	SOMANY, KAJARIA.
11	PRECAST CHEQUERRED TILES.	NTC PANCHKULA, PAVING STONE (INDIA) PVT. LTD.
12	GLASS PANES	MODI, SAINT GOBAIN, ASAHI
13	FLOORING VITRIFIED TILES.	RAK, NITCO, RESTILE
14	MS / GI PIPES (medium class)	TATA / JINDAL (HISSAR)/ SURYA PARKASH
15	HARDWARE FITTINGS FOR CUPBOARDS & KITCHEN SHUTTERS.	HETTICH, BLUM, HAFFELE, GRASS.
16	Aluminum Sections for doors, windows & structural glazing	Hindalco, Jindal, Mahavir
17	Gypsum board false ceiling	Armstrong, SAINT GOBAIN
18	Resilient vinyl flooring	Premier, TUSKER, ROYAL
19	PVC Door Shutters	SINTEX, DIPLAST

Public Health Works

Sr. No.	Description of Item	Brands
1	FIRE HYDRANTS	ISI Marked
2	AIR VALVES	ISI Marked
3	ALUMINUUM JOINERY FITINGS	CLASSIC, PRESTIGE, NEWLIGHT,
4	CEMENT BASED PAINT	ACROCEM/ARROWCEM/BOMBAY SUPER/ SNOWCEM/ROBBIACEM
5	PAINT/PRIMER	NEROLAC, BERGER, ICI, ASIAN, SHALIMAR
6	GLASS PANES	MODI/SAINT GOBAIN, ASAHI
7	G.I PIPE/ MS PIPE	TATA. JINDAL(HISAR),SURYA PARKASH
8	G.I SPECIALS/FITTINGS	UCO,SVW,UNIK
9	CCI PIPE SPECIALS	NECO,NIC,BIC,RIF
10	CHINAWARE	HINDUSTAN/HINDWARE,CERA,PARRYWARE
11	CP FITINGS AND FIXTURES	EXCEL, JAQUAR, ESS-ESS,
12	PLASTIC SEAT COVER	COMMANDAR, ADMIRAL,HINDWARE, HINDUSTAN,CERA
13	MIRROR	MODIGUARD, ATUL,SAINT GOBAIN,TATA
14	PEET/GATE VALVE	LEADER,SANT,ZOLOTO,UTAM,ELEMS
15	SLUICE VALVE	ISI Marked
16	HDPE WATER TANKS	DIPLAST, SINTEX, ACQUAPLUS
17	PIG LEAD	HINDUSTAN ZINC LTD.99.97% PURE
18	S.W PIPES	OCR/CRYSTAL/MOLI CERAMICS /JST
19	D.I PIPES AND SPECIAL/FITTING	ELECTROSTEEL, JINDAL SAW,TATA METALIKS, JAI BALAJI
20	CI FITTING	NECO/RIF/BIC/NIC/NIF
21	PVC COATED FOOT REST	KGM/PATEL/BIC/ASPAN
22	MCCB/MCB/ELCB SWITCHES	L &T/SEIMENS/G.E/AE
23	ALUMINIUM DOOR AND WINDOW	JINDAL/HINDALCO/MAHAVIR

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24	PPR PIPES	SUPREME/ FINOLEX/ WELBOUND
25	BRASS BALLVALVE	VIKING/PRAYAG/ZOLOTO
26	COPPER CONDUCTOR/CABLE	POLICAB/FINOLEX/HAVELL/ECKO
27	STAINLES STEEL CAGE TYPE WIRE WOUND SCREEN	JOHNSON
28	SUBMERSIBLE PUMP SETS	KSB/ WORTHINGTON/ KIRLOSKAR/MATHER & PLATT
39	SUBMERSIBLE CABLE	FINOLEX/HAVELLS
30	STARTERS	L & T/GE/SEIMENS/AE
31	VOLT METER/ AMP.METER	L & T/GE/SEIMENS/AE
32	SHUNT CAPACITOR	L & T/GE/SEIMENS/AE
33	NON RETURN VALVES	ISI Marked
34	PRESSURE GAUGE	FEIBIG/PRECISION/IMP
35	RCC PIPES/RCC PIPE WITH HDPE LINING	OCR/BABA FARID/JST/KK SPUN/M/s Indo Spun Pipes and Bansal Pipes (upto 600 mm i/d)
36	RCC MAN HOLE COVER & FRAME	OCR/CRYSTAL/ BABA FARID/JST/KK SPUN/ASPAN
37	STAINLESS STEEL SINKS	NEEL KANTH/JAYNA/JMC
38	GEN. SETS (Diesel Engines & Alternators)	KIRLOSKAR/CROMPTON GREAVES /CUMMINS / Mahindra & Mahindra / Stamford
39	GASEOUS CLORINATOR	INDUSTRIAL DEVICE/ADVANCE/ACQUA
40	UPVC PIPES & SPECIALS	SUPREME/FINOLEX/PRINCE / JAIN
41	PVC PIPES & SPECIALS	SUPREME/FINOLEX/PRINCE / JAIN
42	RCC ROAD GULLY GRATINGS & FRAMES	OCR/CRYSTAL / BABA FARID/JST/KK SPUN/ASPAN
43	CPVC Pipes and Fittings	ASTRAL / ASHIRVAD / SUPREME / FINOLEX / JAIN
44	HDPE PIPE	DURALINE / RELIANCE / JAIN

Note: - All the material to be used shall be of approved brand subject to the prior approval of Engineer-in-Charge. However, in case any other brand of material specified above and covered in these specifications are not available, other equivalent brands ISI marked shall be approved from Chief Engineer beforehand.

Electrical Items

Sr. No	Item	Approved Make
1	For HT/LT items except mentioned below	PSPCL approved makes will be applicable.
2	Aluminium Conductor LT Cables. (ISI marked)	Havells, Polycab, Rallison, KEI, Grandlay.
3	Aluminium Conductor HT Cables. (ISI marked)	Havells, Polycab, KEI.
4	Double Walled Corrugated Pipe. (ISI marked)	Duraline, Gemini, Astral (Telerex).
5	Copper Conductor house wiring cables (ISI marked)	Havells, Polycab, Rallison, KEI, Grandlay.
6	LT Control panel/Meter Box (CPRI approved/Tested)	ETE Electro gears, Power associates, Kalyani switch gear, Standard Control Panel, Dvelp, CMKL, GM Power Control and Switchgear, UPS International, UNIX, C&S, Essen, Surya Electro controls.
7	GI Pipe for brackets, earthing and other uses	Tata, Jindal Star, SAIL, Swastik.
8	MCCB/MCB/contactor	Havells, C&S, Schneider, HPL, L&T, Indoasian, Hager, Legrand.
9	LED lights, beautification lights, bollards etc.	Crompton, Wipro, Surya, Havells, Philips.
10	Octagonal Pole	Bajaj, Valmont, Transrail.
11	RMU	Schneider, Seimens, ABB
12	High Masts	Bajaj, Transrail.

for electrical works

SE(Elect) DE(PM) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Note:- All the material to be used shall be approved brands/ISI MARKED subject to the prior approval of Engineer-In-Charge. However, if any other brand of material specified above and covered in these specifications is not available, other equivalent brands shall be approved by the Competent Authority beforehand.

Electrical Items

Sr. No	Item	Approved Make
1	For HT/LT items	PSPCL approved makes will be applicable.
2	Aluminium Conductor LT Cables. (ISI marked)	Havells, Polycab, Rallison, KEI, Grandlay.
3	Double Walled Corrugated Pipe. (ISI marked)	Duraline, Gemini, Astral (Telerex).
4	Copper Conductor house wiring cables (ISI marked)	Havells, Polycab, Rallison, KEI, Grandlay.
5	LT Control panel/Meter Box (CPRI approved/Tested)	ETE Electro gears, Power associates, Kalyani switch gear, Standard Control Panel, Dvelp, CMKL, GM Power Control and Switchgear, UPS International, UNIX, C&S, Essen, Surya Electro controls.
6	GI Pipe for brackets, earthing and other uses	Tata, Jindal Star, SAIL, Swastik.
7	MCCB/MCB/contactor	Havells, C&S, Schneider, HPL, L&T, Indoasian, Hager, Legrand.
8	LED lights	Crompton, Wipro, Surya, Havells, Philips.
9	Octagonal Pole	Bajaj, Valmont, Transrail.
10	RMU	Schneider, Seimens, ABB
11	CSS	Schneider, Seimens, ABB
12	High Masts	Bajaj, Transrail, Ventura.

Note:- All the material to be used shall be approved brands/ISI MARKED subject to the prior approval of Engineer-In-Charge. However, if any other brand of material specified above and covered in these specifications is not available, other equivalent brands shall be approved by the Competent Authority beforehand.

DE(Elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Schedule T: Key Performance Indicators (KPIs) and Penalties

- The Concessionaire shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-T within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Concessionaire. Upon occurrence of any breach here under, the Authority shall be entitled to effect reduction in maintenance payment as set forth in the Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

- **Other Defects and deficiencies**
  In respect of any Defect or deficiency not specified in Schedule-T, the PMU/Authority may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the PMU/Authority

- **Extension of time limit**
  Notwithstanding anything to the contrary specified in this Schedule-T, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the PMU/Authority and conveyed to the Concessionaire and the Authority with reasons thereof.

- **Daily inspection by the Concessionaire**
  The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project Road and maintain a record thereof in a register to be kept in such form and manner as the PMU/Authority may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and PMU at any time during office hours.

- **Pre-monsoon inspection / post-monsoon inspection**
  The Concessionaire shall carry out a detailed pre-monsoon inspection of all drainage system before 1st June every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required based on this inspection shall be sent to the PMU/Authority before the 10th of June every year. The Concessionaire shall complete the required repairs before the onset of the monsoon and send to the PMU/Authority a compliance report. Post monsoon inspection shall be done by the 30th of September and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the PMU/Authority

- **Repairs on account of natural calamities**
  All damages occurring to the Project Road on account of a Force Majeure Event or willful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Concessionaire to undertake the repairs at the rates agreed between the Parties.

DE (Elect) DE (PH) DE (Health) DE (E-1) DE (E-2) DE (E-3)

Repair/rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the Defects and deficiencies specified within the time limit set forth in the table below.

Key KPIs for roads and other items and associated penalties for non-compliance

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Potholes	< 3 potholes per lane km	Weekly	Length measurement unit like scale, tape, odometer, etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003	• Within 1 year of upgradation or resurfacing – INR 5,000 per additional pothole • Within 2 years – INR 3,000 per additional pothole • More than 2 years – NIL	2 days	INR 1,000 per day per pothole beyond cure period subject to a maximum of INR 5,000
Cracking	<5% of cracked area per lane-km (cracks >3 mm width considered)	Weekly			• Within 1 year of upgradation or resurfacing – INR 5,000 per lane-km per additional 1% cracked area • Within 2 years – INR 3,000 per lane-km per additional 1% cracked area • More than 2 years – NIL	7 days	INR 1,000 per day per lane-km beyond cure period, subject to maximum INR 5,000 per lane-km
Rutting	<5 mm per rutted road patch	Weekly	Straight edge		• Within 1 year of upgradation or resurfacing – INR 5,000 per rutted road patch • Within 2 years – INR 5,000 per rutted road patch • More than 2 years – NIL	15 days	INR 1,000 per day per rutted road patch beyond cure period subject to a maximum of INR 5,000
Corrugations and Shoving	No corrugation height > 10 mm Corrugation length ≤ 10 m per lane-km	Weekly	Length measurement unit like scale, tape, odometer, etc.		• Within 1 year of upgradation or resurfacing – INR 5,000 per additional 10 m length per lane-km • Within 2 years – INR 3,000 per additional 10 mm additional 10 m length per lane-km • More than 2 years – NIL	2 days	INR 1,000 per day per lane-km beyond cure period, subject to maximum INR 5,000 per lane-km
Street Lighting System	95% Street Lights should be in working condition at all times	Daily Night Patrolling	No. of Light Points		• If more that 5% Street lights will be found non functional per Km - INR 5000.00 will imposed per KM.	24 hours	INR 10,000 per day per km beyond cure period

for electrical works

DE (Elect) DE (PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

Traffic Signal System/ Solar Blinker	Breakdown time should not more than 1 hour	Daily Checking	Each Signal		• If breakdown occur more than 1 hour - INR 5000 will be imposed per signal	1 hour	INR 10,000 per hour beyond cure period

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Bleeding	<1% area per lane km	Weekly	Length measurement unit like scale, tape, odometer, etc.	IRC 82: 2015 and Disiress Identification Manual for Long Term Pavement Performance Program, FHWA 2003	• Within 1 year of upgradation or resurfacing – INR 5,000 per lane-km per additional 1% area • Within 2 years – INR 3,000 per lane-km per additional 1% area • More than 2 years – NIL	3 days	INR 1,000 per day per lane-km beyond cure period, subject to maximum INR 5,000 per lane-km
Edge Deformation / Breaking	<1 m for any 100 m section and width < 0.1 m at any location, restricted to 30 cm from edge	Weekly			NIL	Authority / Independent Engineer / PMU to conduct inspection and suggest appropriate cure period and penalties, subject to maximum of 1 time the estimated repair cost.	

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Roughness BI	2000 mm	Bi-Annually	Class I Profilometer SCRIM (Sideway-force Coefficient Routine Investigation Machine or equivalent)	Class I Profilometer: ASTM E950 (98) :2004 – Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	NIL. All these tests will also be conducted prior to issuance of completion certificate for upgradation and beautification and / or resurfacing works	180 days	INR 10,000 per lane-km per month of continued non-compliance during O&M, subject to maximum INR 50,000 per lane-km
Skid Number	60 SN	Bi-Annually				180 days	INR 10,000 per lane-km per month of continued non-compliance during O&M, subject to maximum INR 50,000 per lane-km
Pavement Condition Index (PCI)	PCI>=80	Bi-Annually				180 days	INR 10,000 per lane-km per month of continued non-compliance during O&M, subject to maximum INR 50,000 per lane-km

Co-electrical works

DE(Elect) DE(PH) DE(Horti) DE (C-1) DE (C-2) DE (C-3)

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Availability of Safe Sight Distance	As per IRC SP :84-2014, a minimum of safe stopping sight distance shall be available throughout. For design speed of 100 kmph, safe stopping distance is 180 m For design speed of 80 kmph, it is 130 m	Monthly	Manual measurement with odometer along with video / image backup			Removal of obstruction within 24 hours, in case of sight line affected by temporary objects such as trees, temporary encroachment In case of permanent structure or design deficiency: Removal of obstruction/improvement of deficiency within 60 days Speed Restriction boards and suitable traffic calming measures such as transverse bar marking, blinkers, etc. shall be applied during the period of rectification.	INR 10,000 per affected location per day beyond prescribed rectification timeline, subject to maximum INR 1,00,000 per location However, the penalty shall not be applicable in case of delay on part of any action / support required from Authority
Extent of pavement markings	>70% marking remaining	Bi-Annually	Visual assessment	Annexure-F of IRC:35-2015	NIL. All these tests will also be conducted prior to issuance of completion certificate for upgradation and beautification and / or resurfacing works	Category-1 Defect as per IRC – within 24 hours	Cat-1 Defect: INR 10,000 per observed road stretch where defect is identified per day of delay beyond the

DE(Hect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
						Categor-2 Defect as per IRC – within 2 months	stipulated 24-hour rectification period, subject to a maximum of INR 1,00,000 Cat-2 Defect INR 10,000 per observed road stretch where defect is identified per month of delay beyond the stipulated 24-hour rectification period, subject to a maximum of INR 1,00,000
Visibility & reflectivity of pavement markings	Minimum retro-reflectivity during service life: Cement concrete pavement: ≥ 130 mcd/m²/lux Bituminous pavement: ≥ 100 mcd/m²/lux	Bi-Annually		Annexure-D and E of IRC:35-2015		Cat-1 Defect – within 24 hours	Cat-1 Defect: INR 10,000 per observed road stretch where defect is identified per day of delay beyond the stipulated 24-hour rectification period, subject to a maximum of INR 1,00,000
Shape and position of road signs	All road signs shall conform to prescribed shape, size, colour, etc.	Weekly	Visual assessment with video/image backup	IRC:67 – 2012		48 hours in case of mandatory signs, cautionary signs, informatory signs 15 Days in case of gantry /	INR 1,000 per sign per day of delay beyond the cure, subject to a maximum of INR 5,000 per sign

DE(Elect) DE(PH) DE(Horti) DE(GI) DE(L-2) DE(L-3)

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
						cantilever sign boards	
Retro-Reflectivity of Road Signs	Shall meet minimum reflectivity levels and ensure clear legibility at night	Bi-Annually	Testing of each signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.	IRC:67 – 2012		48 hours in case of mandatory signs, cautionary signs, informatory signs 15 Days in case of gantry / cantilever sign boards	INR 1,000 per sign per day of delay beyond the cure, subject to a maximum of INR 5,000 per sign
Kerb Height	Shall conform to prescribed dimensions and tolerances for the applicable road type and location	Bi-Annually	Use of distance measuring tape	IRC 86:1983		Within 15 days	INR 2,000 per location per day of delay beyond the stipulated rectification period, subject to maximum INR 10,000 per location
Kerb Painting	Shall be clearly visible, free from peeling, fading or patchiness, and maintained in good condition	Weekly	Visual with video/image backup	IRC 86:1983		Within 7 days	INR 1,000 per 100 m length per day of delay beyond the stipulated rectification period, subject to maximum INR 5,000 per 100 m length

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Reflective Pavement	Numbers and functionality as	Weekly		IRC: SP:84-2014 and IRC:35-2015	NIL. All these tests will also be conducted prior to issuance of completion certificate for	Within 1 month	INR 2,000 per 100 m stretch per week of non-compliance beyond the

DE (Hect) DE (PH) DE (Hourly) DE (C-1) DE (C-2) DE (C-3)

Markers (road studs)	per specifications as intended				upgradation and beautification and / or resurfacing works		stipulated rectification period, subject to a maximum of INR 10,000 per 100 m stretch
Overhead Sign Structure	Overhead sign structure shall be structurally adequate, stable, upright, corrosion-free, and securely anchored	Weekly	Visual with video/image backup	IRC:67-2012		Authority / Independent Engineer / PMU to conduct inspection and suggest appropriate cure period and penalties, subject to maximum of 1 time the estimated repair cost.	

Key KPIs for horticulture works and associated penalties for non-compliance

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Watering of plants, shrubs & trees	Adequate watering to ensure healthy growth and survival of plantation; no wilting, drying or mortality due to lack of watering	Weekly	Visual inspection with photo/video backup	MoRTH O&M practices CPWD Specifications (Horticulture)	N.A	Within 48 hours of observation	INR 10,000 per instance
Application of insecticides / pesticides	No visible pest infestation, leaf damage or disease; preventive and curative spraying as per seasonal requirement	Monthly (or as directed by IE)	Visual inspection, spray records	CPWD Horticulture Specifications State PWD O&M norms		Within 7 days	INR 10,000 per instance
Pruning / trimming of plants & trees	Proper pruning carried out to prevent obstruction to sight distance, signage, lighting and carriageway; no overgrowth	Monthly	Visual inspection with photographic record	IRC: SP:21 (Roadside landscaping – general guidance) CPWD Horticulture Specs		Within 7 days	INR 10,000 per instance

DE(Hect) DE(PM) DE(Month) DE (E-1) DE (E-2) DE (E-3)

Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Application of manure / urea / fertilizers	Timely application to ensure healthy growth; no nutrient deficiency symptoms	Quarterly (or seasonal)	Visual inspection, maintenance log	CPWD Horticulture Specifications		Within 15 days	INR 10,000 per instance
Replacement of dead / damaged plants	100% replacement of dead, diseased or damaged plants to maintain intended plantation density	Monthly	Visual inspection with count verification	MoRTH Plantation & Landscaping norms		Within 30 days	INR 10,000 per instance
General upkeep & cleanliness of landscaped areas	Landscaped areas free from weeds, litter, debris and construction waste; aesthetically maintained	Weekly	Visual inspection with photo/video backup	CPWD Horticulture Specifications		Within 7 days	INR 10,000 per instance

DE (Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

Schedule U: Tests and Monitoring to be Undertaken

1) Schedule for Tests:

The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the PMU and the Authority of its intent to subject the Project to Tests, and no later than 10(ten) days prior to the actual date of Tests, furnish to the PMU and the Authority detailed inventory and particulars of all works and equipment forming part of Works.

The Concessionaire shall notify the PMU of its readiness to subject the Project to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the PMU shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests.

2) Tests:

1. Riding Quality Tests

Riding quality of each lane of the carriageway should be checked with the help of a Network Survey vehicle and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometer.

2. Visual and Physical Tests

The PMU shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of cracking, rutting, stripping and potholes and shall be as per the requirement of maintenance mentioned below:

- Potholes, Edge Deformation, Raveling and Rutting in Flexible Pavement as per IRC 82:2015 and maintained as per MORT&H Specification 3004.2
- Cracking in Flexible Pavement as per IRC 82:2015 and maintained as per MORT&H Specification 3004.3
- Bleeding in Flexible Pavement as per IRC 82:2015 and maintained as per MORT&H Specification 3004.4
- Bi-Annual inspection of Pavement Condition in terms of Roughness BI, Skid Number, Pavement Condition Index, Deflection as per IRC 82/83/115/ BS 7941.
- Single and multiples cracks, corner breaks and any other surface defects in pavement joints
- Drainage inspections like Pumping and ponding at distressed sections and upstream.
- Bi-annual inspection of Road markings for wear, skid resistance and Nighttime visibility as per IRC 35.
- Bi-annual inspection of Retro reflectivity as per IRC 67.
- Kerb height as per IRC 86
- Other road furniture like reflective pavement markers, pedestrian guardrails, pedestrian facilities, bus bays, bus shelters, traffic safety barriers, attenuators, overhead sign structures, delineators, traffic blinkers, tree plantations as per IRC 84/119/67

3. Environmental Audit

The PMU shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.

4. Safety Audit

The PMU shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project with the safety requirements and Good Industry Practice

All Tests set forth in this Schedule shall be conducted by the PMU or such other agency or person as it may specify in consultation with the Authority. Upon successful completion of test, the PMU shall issue the Completion certificate.

DE (Elect) DE (PH) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

Schedule V: Safety Requirements

Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.

Users of the Project include motorised and non-motorized vehicles as well as pedestrians and animals involved in or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorized two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.

Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures. Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- Applicable Laws and Applicable Permits;
- Manual for Safety in Road Design, issued by MoRTH;
- Relevant Standards/Guidelines of IRC relating to safety, road geometries, bridges, culverts, road signs, pavement marking and roadside furniture;
- Provisions of this Agreement; and
- Good Industry Practice.

Appointment of Safety Consultant

For carrying out safety audit of the Project under and in accordance with this Schedule-V, the Authority may appoint from time to time, one or more qualified firms or organizations as its consultants (the "Safety Consultant"). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project.

Safety measures during Development Period

No later than 90 (ninety) days from the date of this Agreement, the Authority may appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarized in the form prescribed by the Authority for this purpose and the data shall be analysed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.

The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "Safety Drawings"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward 3 (three) copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a Package of recommendations consisting of safety related measures for the Project. The safety audit shall be completed in a period of three months and a report thereof (the "Safety Report") shall be submitted to the Authority, in 5 (five) copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.

DE (Elect) DE (PH) DE (Health) DE (C-1) DE (C-2) DE (C-3)

The Concessionaire shall endeavor to incorporate the recommendations of the Safety Report in the design of the Project, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of the Authority, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith.

Without prejudice to the provisions of this schedule V, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify.

Safety measures during Operation Period

The Concessionaire shall develop, implement and administer a surveillance and safety program for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

The Concessionaire shall establish a Safety Management Unit (the "SMU") to be functional on and after COD and designate one of its officers to be in-charge of the SMU. Such officer shall have specialist knowledge and training in road safety and traffic engineering by having attended a course conducted by a reputed organization on the subject.

The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarized in the form prescribed by the Authority for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.

The Concessionaire shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire for averting or minimizing such accidents in future.

Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyses the annual report and accident data of the preceding year and undertake an inspection of the Project. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in this Schedule-V.

Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein shall be met in accordance with the remuneration of the safety consultant and costs incidental thereto, shall be met by the Concessionaire.

DE (Elect) DE (PH.) DE (Horti) DE (E-1) DE (E-2) DE (E-3)

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

(PUDA Bhawan, Sector 62, S.A.S Nagar)

Tender/RFP Reference No.GMADA/D.E (C-3)/2026/ 42-51 **Dated:** 11/1/26

Divisional Engineer (C-3), GMADA, S.A.S Nagar invites online bids for the below noted work: -

1	Upgradation, resurfacing and beautification of roads and Juctions in Mohali under the Mohali's Next Generation Program (On HAM)	
	Closing date & Time:	2-2-2026 at 11:00 AM

For details log on to website https://eproc.punjab.gov.in

NOTE: Any corrigendum(s) to the Tender/RFP notice shall be published on the above website only.

Divisional Engineer (C-3)
GMADA, SAS Nagar.

DE(Elect) DE(PH) DE(Horti) DE (C-1) DE (C-2) DE (C-3)

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

(PUDA Bhawan, Sector 62, S.A.S Nagar)

TENDER NOTICE INVITING e-TENDERS

On line tenders on lumpsum basis for the below mentioned work are invited from the eligible contractors as per eligibility criteria of the SBD.

Sr. No	Name of the Work	Estimated Cost (in Rs. in Lacs)	Earnest Money (in Rs. in Lacs)	Tender Form Fee (in Rs.)	Tender Processing Fee (Appx.)	Period of completion
1	Upgradation, resurfacing and beautification of roads and Juctions in Mohali under the Mohali's Next Generation Program (On HAM).	78346.47	790.00	100000/-	10000/-	Ten Years (Including O&M)

Period of availability of tender on line, date and time of on line bid submission and place, date & time of opening of bids are as given below: -

S.No.	Availability of tender on-line for bidding		Last date & Time for on-line submission of bids	Place, Date & Time of opening of tender			
	From	To		Place	Prebid	Technical Bid	Financial Bid
Work at Sr. No. 1	12-1-2026 12:00 PM	2-2-26 11:00 AM	2-2-2026 11:00 AM	S.E (C-2) GMADA, Room No. 445, 4th Floor, PUDA Bhawan, Sector 62, SAS Nagar	19-1-2026 at 11:00 AM in the office of C.E, GMADA, S.A.S Nagar.	2-2-2026 4:00 P.M.	Will be intimated after technical bid evaluation.

1) The tender documents can be down loaded from website eproc.punjab.gov.in The down loaded documents from the website should not be tampered with, and if any such tampering with is detected before or after the opening of bids, the bidder shall be penalized and blacklisted.
2) For participating in the above e-tenders, the contractors shall have to get themselves registered with eproc.punjab.gov.in and get user ID, password, Class 3 digital signatures. For any clarification / difficulty regarding e-tendering process they can contact on 0172-2970263, 0172-2970284.
3) Any corrigendum / addendum / corrections and postponement shall be published on the website only. The bidders should keep checking the website.
4) Earnest money (Bid Security) is to be paid in the form as mentioned in clause No.16 of ITB.
5) Bidders shall have to pay the tender processing fee as mentioned above through e-payment only.
6) Bidders shall up load scanned copies of all the papers i.e Earnest Money, Enlistment certificate, PAN Card, GST No, and other certificates as required in the eligibility criteria, without which the tenders would not be opened & would be rejected.

DE(Hort) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

7) The original earnest Money, enlistment certificate, PAN Card, GST No, and other certificates as required in the eligibility criteria should be deposited with the undersigned before the opening of bid as given in the above table. If the bidder fails to deposit the above documents before the opening of bid, the bid shall be rejected and the bidder shall be disqualified and debarred for a period of six months for submitting bids for the works in GMADA. **The bidder should pay EMD through online and attach above documents with technical bid and there is no need to deposit hard copy of these documents in office.**
8) Bids must be submitted on line through e-portal eproc.punjab.gov.in before the time specified in the above table (as per server clock). GMADA does not take any responsibility for the delay caused due to non availability of internet connection or net work traffic jam for on line bids.
9) Uploaded documents of valid successful bidder will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.
10) Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website eproc.punjab.gov.in and scanned copies of the required documents and information as per section-2 (formats & annexure) should be attached in the technical bid as prescribed in the SBD.
11) Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of the bids shall be summarily rejected.
12) The successful agency will have to get registered himself with Labor Department under Labour Act 1970 if not already registered.
13) If the date of opening of tender happens to be a public holiday, then the tender will be opened on next working day at the same time and place.
14) GMADA reserves the right to reject any or all tenders without assigning any reason.
15) Due to implementation of GST, VAT be read as GST in the Bidding Document.

Divisional Engineer (C-3)
GMADA, SAS Nagar.

Endst. No. GMADA/DE (C-3)/2026/ 42-51 **Dated:** 11/1/26

A copy of the same is forwarded to the following for information and further necessary action: -

1. Chief Engineer, GMADA, S.A.S Nagar.
2. Superintending Engineer (C-2), GMADA, S.A.S Nagar.
3. All Divisional Engineers, GMADA, S.AS. Nagar.
4. Chief Accounts Officer, GMADA, S.AS. Nagar.
5. S.O (w)/DHD O/o D.E (C-3), GMADA, S.AS. Nagar.
6. Assistance System Manager, GMADA, S.A.S Nagar.

Divisional Engineer (C-3)
GMADA, SAS Nagar

DE (Elect) DE(PH) DE(Horti) DE (E-1) DE (E-2) DE (E-3)

Annexure-1:- Description of Site

The beautification project covers the entire stretch of Greater Mohali Road. The details of roads covered under **Category-A (2026)** are provided below:

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	ServiceRoad (% of total Length)	Estimate Cost (Beautification + Resurfacing)	Estimate Cost (Resurfacing)	Estimate Cost (Beautification)
1	Sec.jn.89/90/94/95 to Sec.jn.84/83/101/100	GMADA	5260	6	31.56	YES -31%	104004864	88522331	15482533
2	Sec.jn. 80/81/84/85 to Sec.jn.99/100/104	GMADA	5520	6	33.12	NO	109050482	92898115	16152367
3	100' wide road dividing Sector-88 & 89	GMADA	1300	6	7.8	NO	29145390	22203324	6942066
4	100' wide road dividing Sector-88 & 87	GMADA	1300	8	10.4	YES One side -100%	28411373	22196704	6214669
5	100' wide internal road Sector-88 & 89	GMADA	1650	6	9.9	NO	23651795	16905324	6746471
6	45m wide road Medicity, New Chandigarh	GMADA	3300	6	19.8	YES -100%	70950796	56362285	14588511
7	PR-7 Road (JLPL to Cheema Boiler)	GMADA	8200	6	49.2	YES -80%	334491531	199746608	134744923
8	Sec jn 68/69-78/79 upto 78/79-86/87	GMADA	1330	6	7.98	NO	30234241	23057298	7176943
9	150'wide road from Sec jn.76-77/88-89 upto 80-81/84-85	GMADA	4280	6	25.68	NO	93384473	81782795	11601678
10	Franco Entry to Balongi Road	MC	2,109	6	12.65	No	47412885	12436740	34976145
11	Furniture market to Airport Road	MC	3,582	6	21.48	No	62113500	28051758	34061742
12	IISER to Bawa White House	MC	2,015	8	16.12	One side	42815593	19637147	23178445
13	Bawa White House to Jagatpura	MC	1,600	4	6.4	One side Main	32841642	14214392	18627250
					Total Cost		1008508566	**678014821**	**330493743**
			41446		Cost of resurfacing as per A		**678014821**		
					Road Beautification as per A		**330493743**		
					Road Beautification as per B		**155881807**		
					Road Beautification as per ONLY BEAUTIFICATION ROADS		**96423038**		

Estimate Cost Under Phase-A-2026 (Beautification + Resurfacing)	2630045820
Estimate Cost Under Phase-B-2028 (only resurfacing)	327784975
Estimate Cost Under Phase-C-2031 (only resurfacing)	624789777
Estimate Cost Under Phase-D-2033 (only resurfacing)	327784975
Estimate Cost for 10 yrs Maintenance (E) (PH, Mech. Sweeping, Elec. And Hort.)	2753665507
Total Estimated Cost for all works	**6664071055**

Capital Cost for Construction of roundabouts at 6 no. junctions etc.	150000000
Capital Cost for Improvement of remaining 46	92000000
Capital Cost for Addition of 500 SS 304 GRADE	9000000
Capital Cost for Addition of 500 SS 304 GRADE	3250000
Capital Cost for Provision of SS Bus Que Shelter	189000000
Capital Cost for Provision of Concrete Bollards @24/Kms (Cost of concrete bollards 1800/- each including fixing & retro-reflective tapping)	3569400
Capital Cost for Provision of layers (GSB, WMM, DBM & Subgrade for restoration of deep potholes (Considering 10% of the total length of the roads)	275205788
Capital Cost for Provision of traverse ducts along the road (one crossing per km)	4067465
Capital Cost for P/L fresh interlocking paver blocks along the road	330320000
Capital Cost for Electrical works	246102944
Capital Cost of Horticulture works	66716814
Total Project Cost for development under Phase-1	2630045820
Percentage of total Project cost	39.47

for electrical works only

DE(C-1) DE(C-2) DE(C-3) DE(PH-1) DE(PH-2) DE (E) DE (H)

SE (C-1) SE (C-2) SE (PH) SE (E) SE(H) CE (G)

Annexure-1:- Description of Site

The beautification project covers the entire stretch of Greater Mohali Road. The details of roads covered under **Category-B (2028)** are provided below:

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	ServiceRoad (% of total length)	Estimate Cost (Beautification + Resurfacing)	Estimate Cost (Resurfacing)	Estimate Cost (Beautification)
1	PR-7 road (from Chatt lights to 82)	GMADA	6200	8	49.6	NO	197357752	179579621	17778131
2	Sec.jn.79/80/67/68 to Sec.jn.104/105/108	GMADA	4550	6	27.3	Total	59217278	49857359	9359919
3	New Bus Stand to PTL Lights	MC	1,400	4	5.6	No	29204085	10044773	19159312
4	Balongi entry to Kumbra chowk	MC	3,888	4	9.12	No	85625238	41753926	43871312
5	Phase 9/10 to Airport road	MC	2,850	4	6.12	15%	51501592	24116754	27384838
6	Phase 10/11 to Airport road	MC	2,800	4	6.12	No	60760837	22432542	38328295
			21688				483666781	**327784975**	**155881807**

Cost of resurfacing	327784975
Road Beautification	155881807
Percentage of Total Project Cost	4.92

DE(C-1) DE(C-2) DE(C-3) DE(PH-1) DE(PH-2) DE (E) DE (H)

SE (C-1) SE (C-2) SE (PH) SE (E) SE(H) CE (G)

Annexure-1:- Description of Site

The details of roads covered under the project only for beautification & maintenance are provided below:

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	ServiceRoad (% of total length)	Estimate Cost
1	Sec jn. 78/79/86/87 to Sec jn. 105/106/108/109	GMADA	3230	8	25.84	NO	**2525422**
2	PR-9 road	GMADA	6000	8	48	yes	**18942498**
3	Road dividing Sector 48/65 up to jn. 49/50-63/64	GMADA	1600	4	6.4	no	**2106482**
4	PR-7 Road (Cheema Boiler to Gopal Junction)	GMADA	3300	8	26.4	YES -90%	**14005290**
5	Jail Road to Airport Road	MC	2,637	6	15.78	15%	**37276410**
6	YPS Chowk to Airport Road	MC	2,679	8	21.36	60%	**21566937**
			19,446			**Road Beautification**	**96423038**
						Percentage of	**1.45**

DE(C-1) DE(C-2) DE(C-3) DE(PH-1) DE(PH-2) DE (E) DE (H)

SE (C-1) SE (C-2) SE (PH) SE (E) SE(H) CE (G)

Annexure-1:- Description of Site

The beautification project covers the entire stretch of Greater Mohali Road. The details of roads covered under **Category-C (2031)** are provided below:

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	ServiceRoad (% of total length)	Estimate Cost (Only Resurfacing)
1	Sec.jn.89/90/94/95 to Sec.jn.84/83/101/100	GMADA	5260	6	31.56	YES -31%	51389113
2	Sec.jn. 80/81/84/85 to Sec.jn.99/100/104	GMADA	5520	6	33.12	NO	53848810
3	100' wide road dividing Sector-88 & 89	GMADA	1300	6	7.8	NO	24952427
4	100' wide road dividing Sector-88 & 87	GMADA	1300	8	10.4	YES One side -100%	24945807
5	100' wide internal road Sector-88 & 89	GMADA	1650	6	9.9	NO	19397046
6	45m wide road Medicity, New Chandigarh	GMADA	3300	6	19.8	YES -100%	60735652
7	PR-7 Road (JLPL to Cheema Boiler)	GMADA	8200	6	49.2	YES -80%	237941354
8	Sec jn 68/69-78/79 upto 78/79-86/87	GMADA	1330	6	7.98	NO	25847007
9	150'wide road from Sec jn.76-77/88-89 upto 80-81/84-85	GMADA	4280	6	25.68	NO	42118882
10	Franco Entry to Balongi Road	MC	2,109	6	12.65	No	13884093
11	Furniture market to Airport Road	MC	3,582	6	21.48	No	30469511
12	IISER to Bawa White House	MC	2,015	8	16.12	One side	22533416
13	Bawa White House to Jagatpura	MC	1,600	8	9.6	No	16726659
			41446				**624789777**
						Percentage of Total Project Cost	**9.38**

DE(C-1) DE(C-2) DE(C-3) DE(PH-1) DE(PH-2) DE (E) DE (H)

SE (C-1) SE (C-2) SE (PH) SE (E) SE(H) CE (G)

Annexure-1:- Description of Site

The beautification project covers the entire stretch of Greater Mohali Road. The details of roads covered under **Category-D** (2033) are provided below:

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms	ServiceRoad (% of total length)	Estimate Cost (Only Resurfacing)
1	PR-7 road (from Chatt lights to 82)	GMADA	6200	8	49.6	NO	179579621
2	Sec.jn.79/80/67/68 to Sec.jn.104/105/108	GMADA	4550	6	27.3	NO	49857359
3	New Bus Stand to PTL Lights	MC	1,400	4	5.6	No	10044773
4	Balongi entry to Kumbra chowk	MC	3,888	4	9.12	No	41753926
5	Phase 9/10 to Airport road	MC	2,850	4	6.12	15%	24116754
6	Phase 10/11 to Airport road	MC	2,800	4	6.12	No	22432542
			21688				**327784975**
						Percentage of Total Project Cost	**4.92**

DE(C-1) DE(C-2) DE(C-3) DE(PH-1) DE(PH-2) DE (E) DE (H)

SE (C-1) SE (C-2) SE (PH) SE (E) SE(H) CE (G)

Abstract of Cost for Mtc. Works to be undertaken for 10 years

S No.	Description of Mtc. Works	Estimate Cost	Percentage
1(a)	Sweeping of Roads	1587163642	57.64
1 (b)	Maintence of PH services	150000000	5.45
2	Maintence of Electrical services	60000000	2.18
3	Maintenance of Horticulture Works	956501865	34.74
	Total Cost(E)	2753665507	**41.32**
Percentage of total Project cost		**41.32**	

for electrical works

DE(PH-1) DE(PH-2) DE (E)

SE (PH) SE (E) SE (H)

CE (G)

Corrigendum: Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Generation Program

The revised Draft Concession Agreement (DCA) is enclosed with this Corrigendum and shall form an integral part of the tender documents. The Draft Concession Agreement issued earlier shall stand superseded and shall no longer be applicable. The additional amendments / changes to the Request for Proposal (RFP) and the Schedules are as detailed hereunder:

#	Reference	Current Clause	Revised Clause
1.	Clause 1.3 of the RFP, Point 16, Page 13 of the RFP Document	Selected Bidder shall have to submit performance security equivalent to 5% of Bid Project Cost within 15 days of issue of LoA	Selected Bidder shall have to submit Performance Security as per the terms of the Concession Agreement and within the timelines set forth in the Concession Agreement
2.	Clause 1.3 of the RFP, Point 17, Page 13 of the RFP Document	The Selected Bidder shall be required to incorporate a Special Purpose Vehicle ("SPV") under the provisions of the Companies Act, 2013, for the purpose of executing the Project. The Selected Bidder shall be allowed a period of 30 (thirty) days from the date of issuance of the Letter of Award ("LoA") to incorporate the SPV. The Selected Bidder may commence site surveys and design activities immediately upon issuance of the LoA. The Selected Bidder shall ensure completion of all surveys and design activities, as well as achievement of financial close by the SPV, within 45 (forty-five) days from the date of issuance of the LoA. Financial close shall entail finalization and execution of all financing agreements, fulfilment of applicable conditions precedent (if any), and availability of committed funds required for implementation of the Project. Refer to Concession Agreement for details.	The Selected Bidder shall be required to incorporate a Special Purpose Vehicle ("SPV") under the provisions of the Companies Act, 2013, for the purpose of executing the Project. The Selected Bidder shall ensure completion of all surveys and design activities, as well as achievement of financial close by the SPV, within the timelines set forth in the Draft Concession Agreement. Financial close shall entail finalization and execution of all financing agreements, fulfilment of applicable conditions precedent (if any), and availability of committed funds required for implementation of the Project. Refer to Concession Agreement for details.

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#	Reference	Current Clause	Revised Clause
3.	Clause 2.2.2 of the RFP, Page 19 of the document	Bidder should own/lease a batch type hot mix plant(s) of 200 TPH capacity before bid submission date located within 60 kms of Project Site – (for the purposes of the Project PUDA Bhawan, Sector 62 Mohali shall be considered as project site). The bid needs to be accompanied by documentary proof for the same, along with necessary applicable permits for running this plant.	Bidder should own / lease one / more hot mix plant(s) with a cumulative dedicated capacity of 110 TPH before bid submission date located within 60 kms of Project Site – (for the purposes of the Project PUDA Bhawan, Sector 62 Mohali shall be considered as project site). The bid needs to be accompanied by documentary proof for the same, along with necessary applicable permits including pollution board approval, for running these plant(s).
4.	Clause 2.20.5 of the RFP, page 30 of the RFP Document	The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security in accordance with the provisions thereof. Performance security shall be equivalent to 5% of the contract value and shall be submitted within 15 days of issue of LoA	The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security in accordance with the provisions of the Concession Agreement.
5.	Schedule B, Page 75 of the document	Revised	Revised Table for Phase 1, Phase 2 and Phase 3 Roads is attached as Annexure 1 to Schedule B.
6.	Schedule B, Page 76 of the document	New Addition	Details of select major junctions for construction of roundabouts is attached as Annexure 2 to Schedule B. The other junctions improvement works shall also be undertaken the selected Concessionaire basis surveys and designs and approval by the Authority / PMU – further detailed in Annexure 2 to Schedule B
7.	Schedule B, Page 76 of the document	New point added for clarification	The approximate length of the service/slip roads is specified based on Authority inspection. The actual length of the service/slip/connecting roads shall be determined by the Concessionaire as per the ground surveys specified in Scope of Work. Any increase/decrease up to 5

DE(Elect) DE(PH) DE (Mech) DE (C-1) DE (C-2) DE (C-3) DE (PH-2)

Page | 2

#	Reference	Current Clause	Revised Clause
			percent from the length specified in this Clause of Schedule-B shall not constitute a Change of Scope. Any additional length shall be dealt with in Change of Scope.
8.	Schedule F, Page 80 of the document	Utilities located along the corridor include electric poles, telecom cables, water pipelines, etc.	Utilities located along the corridor include electric poles, telecom cables, water pipelines, sewer/storm pipelines, manhole / gully chambers etc.
9.	Schedule G, Page 80 of the document	1.1.3 Undertake inventory of utilities using Ground Penetrating Radar map the sub - surface imaging for all the utilities such as pipes, cables, etc.	1.1.3 Undertake inventory of utilities using Ground Penetrating Radar map the sub-surface imaging for all the utilities such as pipes, cables, sewer/storm Pipelines, Manhole/ Gully chambers etc.
10.	Schedule G, Site Preparation - Page 83 of the Document	New points added for clarification	Necessary remedial measures in sub surface wherever required as per field measurement / surveys needs to be done before overlay / BC. Remedial measures for profile correction wherever required as per site needs to be taken before overlay / BC.
11.	Schedule G, Page 84 of the document	**2.2.2 Carriageway** Strengthening of existing carriageway as per approved drawings; repair and replacement of existing flexible pavements by bituminous overlay with Dense Bituminous Macadam, Bituminous Concrete, execution of prime coat and tack coat as per MoRTH Clauses (502, 503, 504, 505 & 507), wherever required laying, reconstruction of GSB and WMM layers as per MoRTH Clauses 401 & 406, repair of potholes, rutting and cracking of road surface as per condition assessment survey. The details of the tentative breakup of various	**2.2.2 Carriageway** Strengthening of existing carriageway as per approved drawings; repair and replacement of existing flexible pavements by bituminous overlay with Dense Bituminous Macadam, Bituminous Concrete, execution of prime coat and tack coat as per MoRTH Clauses (502, 503, 504, 505 & 507), wherever required laying, reconstruction of GSB and WMM layers as per MoRTH Clauses 401 & 406, repair of potholes, rutting and cracking of road surface as per condition assessment survey **and upgradation of junctions including geometric improvements, pavement strengthening at junction areas,**

DE (elect) DE (PH) DE (Horti) DEC(-1) DE(C-2) DE(C-3) DE(DM-2)

#	Reference	Current Clause	Revised Clause
		interventions have been provided in the chart at the end of Schedule G. However, the exact configuration would be detailed in the Design Proposal as approved by the Authority.	**improvement of traffic circulation, road markings, signage, and allied works as per approved drawings and relevant MoRTH / IRC standards**. The details of the tentative breakup of various interventions have been provided in the exhibit at the end of Schedule G. However, the exact configuration would be detailed in the Design Proposal as proposed and approved by the Authority.
12.	Schedule G, Page 84 of the document	**2.2.2 Carriageway** Traverse Ducts – 300mm diameter concrete ducts below WMM layer (wherever required) • For fiber optic cables – at every 200m distance • Provision for HDPE water supply pipes (pipe diameter to be agreed with the Authority) - at every 500m distance	**2.2.2 Carriageway** Traverse Ducts – 300mm diameter concrete ducts below WMM layer (wherever required) • For fiber optic cables – at every **1 km** distance • Provision for HDPE water supply pipes (to be agreed with the Authority) - at every 500m distance – If approved, payment would be made as per SoR rates
13.	Schedule G, Page 84 of the document	**2.2.3 Drainage** Provision of drainage [up to 5% of the road length] is considered as part of the project. The exact sections where box drains have to be provided would be decided as part of the design phase.	**2.2.3 Drainage** Provision of drainage [up to 10% of the road length] is considered as part of the project. The exact sections where box drains have to be provided would be decided as part of the design phase.
14.	Schedule G, Footpath, Page 84 of the document	New Addition	New paver blocks shall be provided for 50% of the total road length. For the remaining 50% of the road length, refurbished paver blocks, including existing serviceable paver blocks, shall be used. Any unused / surplus paver blocks shall be adjusted at 25% of the 2020 SOR rate.
15.	Schedule G, Page 85 of the document	**Utility Shifting:** The Concessionaire shall be responsible for the shifting, protection, and relocation of existing	**Revised** **Utility Shifting:**

for electrical wires only

DE(elect) DE(PH) DE(Mgmt) DE(C-1) DE(C-2) DE(C-3) DE(Mgmt)

DE(PH)

#	Reference	Current Clause	Revised Clause
		utilities, PSPCL's 11 KV HT lines, LT lines, transformers, switchgear, poles, stays, and other allied structures, falling within the Right of Way (ROW) of the proposed works. Utility shifting shall be executed by conversion Overhead electrical system to Underground electrical systems using DWC pipes, HT/LT underground cables, 12 kV Ring Main Units (RMUs), and associated accessories, as required at site and in conformity with relevant IRC, MoRTH, CEA, and IS standards, PSPCL and PWD specifications. The shifting of utilities shall be carried out in such a manner that the existing street lighting system remains fully functional, and no disruption to existing streetlights shall be permitted at any stage of execution. **CCMS Panels**: The Concessionaire shall provide CCMS panels for the existing street lighting system, newly installed street lighting system, and beautification lighting system. The CCMS shall enable real - time monitoring of energy consumption, power status, fault detection, and provide SMS alerts. A web-based portal and mobile application shall be provided for remote operation, monitoring, and management of the entire lighting system. All existing and newly installed luminaires shall be integrated with and controlled through the CCMS.	The Concessionaire shall be responsible for the shifting, protection, and relocation of existing utilities related to street lighting, LT lines (and associated transformers, switchgear, poles, stays, and other allied structures) falling within the Right of Way (ROW) of the proposed works. The Concessionaire shall be responsible for the shifting, protection, and relocation of PSPCL's 11 KV HT lines, if necessitated by design and falling within the Right of Way (ROW) of the proposed works. Utility shifting shall be executed by conversion of Overhead electrical system to Underground electrical systems using DWC pipes, HT/LT underground cables, 12 kV Ring Main Units (RMUs), and associated accessories, as required at site and in conformity with relevant IRC, MoRTH, CEA, and IS standards, PSPCL and PWD specifications. The shifting of utilities shall be carried out in such a manner that the existing street lighting system remains fully functional, and no disruption to existing streetlights shall be permitted at any stage of execution. **CCMS Panels**: The Concessionaire shall provide CCMS panels for the existing street lighting system, newly installed street lighting system, and beautification lighting system. The CCMS shall enable real - time monitoring of energy consumption, power status, fault detection, and provide SMS alerts. All existing and newly installed luminaires shall be integrated with and controlled through the CCMS.
16.	Schedule G – Page 85 of the document	New Addition	1. **Provision for support for Traffic Lights**

DE(elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3) DE(Con-2)

#	Reference	Current Clause	Revised Clause
			Concessionaire shall leave provision for block to support traffic light poles and lay cables (till the block), if design requires change in placement of traffic light supports. 2. **Supply, Erection, Testing and Commissioning of High Mast Lighting System** The Concessionaire shall design, manufacture, supply, erect, test, and commission High Mast Lighting Systems conforming to IS: 875: 1987 (Part II). The scope shall include continuous polygonal mast shafts, hot dip galvanizing of the mast and all exposed components, provision and installation of special latching arrangement head frame, galvanized lantern carriage, lightning finial, LED-type aviation obstruction light, foundation bolts with nuts, washers, anchor plates and templates, and an integral power tool installed inside the base compartment. The scope shall further include supply, installation, connection, testing, and commissioning of all associated electrical and mechanical components, including lighting control panels, step-down transformers (where required), motors, cables, junction plates, forward–reverse switch, and all accessories necessary to achieve compliance with the specified Performance Standards for High Mast Lighting Systems. The location of high masts shall be as per approved design and as directed by the Authority. • No. of High Masts – 50 • No. of Transformer – 2
17	Schedule G – Landscaping and Installations, Page 87 of the document	New points added for clarification	Additional points related to Horticulture works are attached as Annexure 1A to Schedule G

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#	Reference	Current Clause	Revised Clause
18	Schedule G, Street Furniture and Other Elements, Page 88 of the Document		Additional points related to Stainless Steel Benches are attached as Annexure 1B to Schedule G
19	Schedule G, Street Furniture and Other Elements, Page 88 of the Document		Additional points related to Bus Queue Shelters are attached as Annexure 1C to Schedule G
20	Clause 5 of Schedule G: Scope of Work, Page 89 of the document	The Concessionaire shall maintain the Project for a period of ten (10) years from Appointed Date from respective handover dates. Maintenance Activities shall be undertaken based on predefined inspections, evaluations and tests (as specified in Schedule G).	The Concessionaire shall maintain the Project for a period of ten (10) years from Appointed Date. Maintenance Activities shall be undertaken based on predefined inspections, evaluations and tests (as specified in Schedule G).

21	Schedule G.5 – Mechanized sweeping and removal of Dust / Silt / Trash – Page 89 of the document	**Mechanized sweeping and removal of Dust / Silt / Trash:**
		
		Carrying out cleaning, removing dust/silt/trash from carriageway using mechanized sweeping machines.
		• Width of carriageway to be kept clean includes:
		  • Total width of carriageway (LHS + RHS) including median width
		  • Width of service roads (LHS + RHS) wherever service roads are in existence.
		  • Width of all structures
		• For cleaning of carriageway, the Concessionaire shall deploy mechanized sweeping machines during the maintenance period.
			Revised as below
			
			Scope of Work
			Carrying out cleaning, removing dust/silt/trash from carriageway using mechanized sweeping machines.
			• Width of carriageway to be kept clean includes:
			  • Total width of carriageway (all lanes LHS + RHS) including median width
			  • Width of service roads (LHS + RHS) wherever service roads are in existence.
			  • Width of all structures
			• Concessionaire shall ensure to conduct sweeping and cleaning of all roads, carriageway, footpaths, road berms, central verge, kerb channels, kerb stones, gully, etc.

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#	Reference	Current Clause	Revised Clause
		• The deployed mechanical sweeping machines will be equipped with two HD-quality working cameras (front and rear) with a minimum resolution of 5 megapixels and night vision capability. • Before the deployment of the mechanized sweeping machines, the Concessionaire shall submit the details including make and model of such machines to the PMU / Independent Engineer and the Authority for approval. • Concessionaire shall ensure to conduct sweeping and cleaning of all roads, footpaths, road berms, central verge, curb channels, curb stones gully, etc., which means complete solution for RoW (right of way), the objective is to keep the areas litter and dust free. • The frequency of cleaning shall be in accordance with industry best practices and prescribed service level requirements, and may be increased or modified based on seasonal variations, traffic intensity, weather conditions, or directions of the Authority / Independent Engineer • Concessionaire shall maintain logbooks of all mechanized sweeping machines and submit the Xerox of this along with statement of work done.	• Wherever mechanized sweeping machines are unable to access any portion of the right of way, such areas shall be cleaned manually without any additional cost to the Authority, so as to ensure complete and continuous cleanliness **Deployment of Machines** • For cleaning of carriageway, the Concessionaire shall deploy mechanized sweeping machines during the entire term of the contract. **A minimum of ten (10) mechanized sweeping machines shall be deployed at all times to ensure effective cleaning operations and to manage operational exigencies and contingencies.** • **Detailed technical specifications of the mechanized sweeping machines to be deployed have been enumerated in this corrigendum.** • The deployed mechanical sweeping machines will be equipped with two HD-quality working cameras (front and rear) with a minimum resolution of 10 megapixels and night vision capability. • Before the deployment of the mechanized sweeping machines, the Concessionaire shall submit the details including make and model of such machines to the PMU / Independent Engineer and the Authority for approval. **Frequency of Operations** • The frequency of cleaning shall be in accordance with prescribed service level requirements as defined in Schedule N, and may be increased or modified based on seasonal variations, traffic intensity, weather conditions, or directions of the Authority / Independent Engineer / PMU

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#	Reference	Current Clause	Revised Clause
			• Mechanized sweeping operations shall preferably be carried out during low traffic hours / night hours (10:00 PM to 6:00 AM) or such other timings as may be directed by the Authority to ensure safety and operational efficiency. • The Concessionaire may be required to operate in two shifts (up to 16 hours per day) based on project requirements, seasonal conditions, festivals, special events or directions of the Authority. • The Concessionaire shall maintain logbooks and digital records (GPS and onboard camera) of all mechanized sweeping machines and shall submit the same to Authority / PMU on a regular basis. **Manpower & Supervision** • The Concessionaire shall ensure 100% attendance of drivers and other workers and make alternate arrangements with sufficient standby arrangements. • The Concessionaire shall ensure timely reporting of the shift time schedules for drivers working on the machines and other workers. • The Concessionaire shall assign a dedicated Supervisor based on zones agreed with the Authority / PMU, responsible for overseeing daily cleaning operations. The Supervisor's contact information shall be provided to the Authority. **Maintenance** • The Concessionaire shall arrange for fuel, lubricant, tools spares and consumables and all other related materials & expenditures for sweeping machines during the period of operation.

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#	Reference	Current Clause	Revised Clause
			• The Concessionaire will be responsible for the repair and maintenance of all deployed vehicles. In case of sudden breakdowns during working hours, the bidder must arrange alternative cleaning arrangements at their own cost, with no compromise on service quality. • The Concessionaire must carry out preventive maintenance of all the parts on a regular basis. • The Concessionaire shall ensure maintenance of consumables inventory in a manner that smooth functioning is ensured, and the machine does not stop because of want of consumables. **Waste Handling & Disposal** • All dust, silt and waste collected through sweeping and washing operations shall be transported by the Concessionaire at its own cost to locations designated by the Authority, strictly in accordance with applicable Solid Waste Management Rules, C&D Waste Rules and directions of Government authorities.
22	Schedule G.5 – Maintenance / O&M – Page 89 of the document	New Addition	Additional scope of work – public health services is attached as Annexure 2 to Schedule G
23	Schedule G.5 – Maintenance / O&M – Page 89 of the document	New Addition	Additional scope of work – electrical works is attached as Annexure 3 to Schedule G
24	Schedule G – One Time Upgradation Tentative Configuration for Carriageway Upgradation – Page 92 of the document		Revised configuration is attached as Annexure 4 to Schedule G

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#	Reference	Current Clause	Revised Clause
25.	Schedule G – Page 91 of the document	New Addition	Technical Specifications of Mechanized Sweeping Machines are attached as Annexure 5 to Schedule G
26.	Schedule G – Summary of Scope of Work, Page 91 of the document	Revised Table	Revised Table: Summary of Scope of Work is attached as Annexure 6 to Schedule G
27.	Schedule G – Page 91 of the document	New Addition	**Associated penalties for non-compliance**
28.	Schedule H – Page 93 of the document		1. Designs of 3 junctions 2. Indicative concept plan for junction improvement 3. Indicative design for bus queue shelters are added to Schedule H and annexed to this corrigendum.
29.	Schedule I – Page 98 of the document	New Addition	1.26 Design Speed: The design speed shall be minimum of [80-100 kms] per hour based on road width.
30.	Schedule M – Page 106 of the document	Revised Schedule	Revised Schedule M: Project Completion Schedule is added as Annexure to this corrigendum.
31.	Schedule N – Performance Standards	New Addition	Additional table added to Schedule N as Annexure to corrigendum Schedule N, Point 4 - Daily Upkeep and Cleaning for Non-Carriageway Elements
32.	Schedule N – Performance Standards	New Addition	Additional points added to Schedule N as Annexure to corrigendum Schedule N, Point 5 - Performance Standards – Horticulture Works
33.	Schedule N – Performance Standards	New Addition	Additional points added to Schedule N as Annexure to corrigendum

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#	Reference	Current Clause	Revised Clause
			Schedule N, Point 6 - Performance Standards – High Mast Lighting System
34.	Schedule N – Manpower Requirement – Page 107 of the document	New points added for clarification	The Concessionaire shall maintain a dedicated full-time Response and Grievance Redressal Team throughout the Contract to continuously monitor road and drainage conditions and promptly address complaints from the public or the Authority. The Concessionaire shall maintain adequate manpower, equipment, and resources to ensure road safety during repair / rectification works.
35.	Schedule N – Digital Monitoring – Page 108 of the document	Citizen grievance and feedback module, enabling road related complaints to be uploaded by citizens through the portal or mobile interface, with automated tagging of location, issue category, severity, tracking of resolution status, and integration with the overall monitoring and reporting framework	To be deleted
36.	Schedule N – Digital Monitoring – Page 108 of the document	New addition	A web-based portal and mobile application shall be provided for remote operation, monitoring, and management of the entire system.
37.	Schedule N – Page 108 of the document	New Addition – Records, Reporting & Inspections	**Records, Reporting & Inspections** • Maintenance of detailed records of maintenance activities, complaints attended, and emergency works. • All works shall be subject to inspection by the Authority / PMU. • Site Order Registers shall be maintained separately for Horticulture, PHW, Electrical, Carriageway at site to record and comply with instructions issued by Authority / PMU.

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#	Reference	Current Clause	Revised Clause
			• Immediate rectification of deficiencies pointed out during inspections at no extra cost.
38.	Schedule Q – Payment Schedule – Page 111 of the document		Revised Schedule Q is attached as Annexure to this corrigendum
39.	Schedule S: List of Approved Manufacturers, Page 116 of the document	New addition	Please note addition to Schedule S annexed to the corrigendum
40.	Schedule T – Key Performance Indicators (KPIs) and Penalties, Repair / rectification of Defects and Deficiencies, Page 120 of the document	Revised Schedule	Revised Schedule T is attached as Annexure to this corrigendum
41.	Schedule U - Tests and Monitoring to be Undertaken, Page 127 of the document	**Riding quality tests –** Riding quality of each lane of the carriageway should be checked with the help of a Network Survey vehicle and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometer.	**Revised - Riding quality tests -** After successful completion of works, the Concessionaire shall be liable to conduct the following tests in consultation with PMU / Authority • Riding quality of each lane of the carriageway should be checked with the help of a Network Survey vehicle and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometer. • Roughness Index Test for measuring road surface unevenness to assess ride quality, safety, and pavement condition as per IRC:82-2015 & Class 1 Profilometer ASTM E950 (98):2004 – Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces

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#	Reference	Current Clause	Revised Clause
			with Accelerometer Established Inertial Profiling Reference ASTM E1656 - 94:2000 – Standard Guide for Classification of Automatic Pavement Condition Survey Equipment.
42.	New Schedule W	New schedule added	Schedule W – Escrow Agreement
43.	New Schedule X	New schedule added	Schedule X – Substitution Agreement

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ANNEXURE 1 to Schedule B → Placeholder for Revised Table for Phase 1, Phase 2 and Phase 3 Roads

Phase 1

S. No.	Name of Road	Jurisdiction	Length (m)	No. of Lanes	Lane Kms	Service Road (Approx.) (% of total Length)	Bituminous Overlay (mm) – As below or higher as per approved design
1	Sec.jn.89/90/94/95 to Sec.jn.84/83/101/100	GMADA	5260	6	31.56	Yes -31%	30 MM BC + 50 MM DBM Overlay with VG-40 Binder
2	Sec.jn. 80/81/84/85 to Sec.jn.99/100/104	GMADA	5520	6	33.12	No	30 MM BC + 50 MM DBM Overlay with VG-40 Binder
3	100' wide road dividing Sector-88 & 89	GMADA	1300	6	7.8	No	40 MM BC Overlay with VG-40 Binder
4	100' wide road dividing Sector-88 & 87	GMADA	1300	8	10.4	Yes, One side -100%	40 MM BC Overlay with VG-40 Binder
5	100' wide internal road Sector-88 & 89	GMADA	1650	6	9.9	No	40 MM BC Overlay with VG-40 Binder
6	45m wide road Medicity, New Chandigarh	GMADA	3300	6	19.8	Yes -100%	40 MM BC Overlay with VG-40 Binder
7	PR-7 Road (JLPL to Cheema Boiler)	GMADA	8200	6	49.2	Yes -80%	40 MM BC Overlay with VG-40 Binder (MCWs) 30 MM BC Overlay with VG-40 Binder (SRs)
8	Sec jn 68/69-78/79 upto 78/79-86/87	GMADA	1330	6	7.98	No	40 MM BC Overlay with VG-40 Binder
9	150'wide road from Sec jn.76-77/88-89 upto 80-81/84-85	GMADA	4280	6	25.68	No	40 MM BC + 50 MM DBM Overlay with VG-40 Binde

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S. No.	Name of Road	Jurisdiction	Length (m)	No. of Lanes	Lane Kms	Service Road (Approx.) (% of total Length)	Bituminous Overlay (mm) – As below or higher as per approved design
10	Franco Entry to Balongi Road	MC	2,109	6	12.65	No	40 MM BC Overlay with VG-40 Binder
11	Furniture market to Airport Road	MC	3,582	6	21.48	No	40 MM BC Overlay with VG-40 Binder
12	IISER to Bawa White House	MC	2,015	8	16.12	One side	40 MM BC Overlay with VG-40 Binder
13	Bawa White House to Jagatpura	MC	1,600	4	6.4	One side Main Carriageway No Service Lane	40 MM BC Overlay with VG-40 Binder

Phase 2

S. No.	Name of Road	Jurisdiction	Length (m)	No. of Lanes	Lane Kms	Service Road (Approx.) (% of total Length)	Bituminous Overlay (mm) – As below or higher as per approved design
1	PR-7 road (from Chatt lights to 82)	GMADA	6200	8	49.6	No	40 MM BC Overlay with VG-40 Binder
2	Sec.jn.79/80/67/68 to Sec.jn.104/105/108	GMADA	4550	6	27.3	No	UP-SIDE: 50 MM BC Overlay with VG-40 Binder DOWN-SIDE: 40 MM BC Overlay with VG-40 Binder
3	New Bus Stand to PTL Lights	MC	1,400	4	5.6	No	40 MM BC Overlay with VG-40 Binder

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S. No.	Name of Road	Jurisdiction	Length (m)	No. of Lanes	Lane Kms	Service Road (Approx.) (% of total Length)	Bituminous Overlay (mm) – As below or higher as per approved design
4	Balongi entry to Kumbra chowk	MC	3,888	4	9.12	No	40 MM BC Overlay with VG-40 Binder
5	Phase 9/10 to Airport Road	MC	2,850	4	6.12	15%	40 MM BC Overlay with VG-40 Binder
6	Phase 10/11 to Airport Road	MC	2,800	4	6.12	No	40 MM BC Overlay with VG-40 Binder

Phase 3

S. No.	Name of Road	Jurisdiction	Length (m)	No.of Lanes	Lane Kms Lane Kms	Service Road (Approx.) (% of total Length)
1	Sec jn.78/79/86/87 upto Sec jn.105/106/108/109	GMADA	3,230	8	25.84	No
2	PR-7 Road (Cheema Boiler to Gopal Junction)	GMADA	3,200	8	25.6	Yes - 90%
3	PR-9 Road	GMADA	6,000	8	48	Yes
4	Road Dividing Sector 48/65 up to Jn. 49/50-63/64	GMADA	1,600	4	6.4	No
5	Jail Road to Airport Road	MC	2,637	6	15.822	15%
6	YPS Chowk to Airport Road	MC	2,679	8	21.432	60%
7	Jagatpura Entry to 65A	MC	1,100	6	6.6	No

Notes

1. Necessary patchwork / crack sealing / remedial measures wherever required as per field requirement needs to be done before overlay.
2. Remedial measures for profile correction wherever required as per site needs to be taken before overlay.
3. Milling of top bituminous existing layer is only allowed up to depth of 40 mm or as per approved design for overlay maintaining the current FRL of the road.
4. The concessionaire shall be responsible for conducting comprehensive traffic surveys for each road under the project scope.
5. Based on the traffic survey results, the Concessionaire shall be required to prepare and submit a crust design for overlay in strict conformity with the latest provisions of IRC:37 and other relevant IRC codes and guidelines.

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6. The crust design shall be duly vetted and endorsed by a recognized Government institute of repute, such as the Indian Institute of Technology (IIT), Punjab Engineering College (PEC), or the Research Laboratory of PWD (B&R), Patiala, prior to its acceptance by the Authority.
7. No overlay work shall commence until the crust design has been formally approved. Any deviation from the approved design shall be treated as non-compliance and shall attract penalties as per contract provisions.
8. The Concessionaire shall be mandatorily liable to carry out laying of all bituminous layers using a sensor-based paver finisher equipped with MOBA or equivalent electronic leveling and thickness control system, to ensure uniformity and quality, failing which the work shall be liable for rejection by the Authority.
9. The above requirements shall be complied with under each phase of the project, ensuring that overlay designs are tailored to actual traffic conditions and pavement performance.
10. The Concessionaire at his own expense will establish and maintain a fully equipped on-site laboratory before commencement of work. The laboratory should be equipped with all necessary instruments, apparatus, and testing equipment required for in-situ & laboratory testing of materials, as per the specifications.
11. The laboratory should be staffed with qualified & experienced personnel throughout the duration of the works.
12. All the laboratory equipment should be calibrated and maintained as per the manufacturer's recommendations and relevant IS/International standards.
13. The Concessionaire shall, at his own cost and expense, establish, operate, and maintain a fully functional site office at or near the Project site for the entire duration of the Contract. The site office shall be adequately equipped with necessary furniture, utilities, documentation system and support staff to enable effective project management, coordination, supervision and communication with the Authority and its authorized representatives.

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ANNEXURE 2 to Schedule B → Details of select major junctions for construction of roundabouts

For Roundabout Construction

The Concessionaire must undertake construction of roundabouts as per Table given below.

The details of major junctions for construction of roundabouts are as follows:

S. No.	Description of Junction	Type of Junction	Type of Road
1	Sector Jn 85/86-98/99	Cross Junction	Bituminous Road
2	Sector Jn 85/99-84/100	Cross Junction	Bituminous Road
3	Sector Jn 98/99-104/105	Cross Junction	Bituminous Road
4	Sector Jn 80/81-66/67	Cross Junction	Bituminous Road
5	Sector Jn Block E/F-Block G/H Aerocity	Cross Junction	Bituminous Road
6	Sector Jn Block G/I-Block H/J Aerocity	Cross Junction	Bituminous Road

Note:

1. Minimum outer diameter of roundabouts to be proposed at afore-mentioned cross junctions is to be considered as 60 meter or as per the availability of ROW.

For Junction Improvement

1. The scope shall include survey, design validation, geometric correction, channelization, construction, strengthening, traffic control, pedestrian facilities, drainage, safety enhancement, utility adjustment, landscaping, lighting interface and all allied civil works for every junction falling on the roads included in the scope of work.
2. The Concessionaire shall carry out detailed topographic survey, traffic volume counts, turning movement surveys, sight distance verification and utility mapping for each junction prior to execution and no claim shall be entertained later due to site constraints or lack of data.
3. All planning, design and execution shall strictly conform to the latest applicable IRC and MoRTH standards including IRC SP-41, IRC 86, IRC SP-87, IRC 67, IRC 73, IRC 35, IRC 79, IRC SP-119, IRC SP-88 and MoRTH Specifications for Road and Bridge Works, and in case of conflict the provision as directed by the Authority/PMU shall apply.
4. Junction treatment type including channelized intersection, signalized junction, staggered junction or slip lane configuration shall be adopted based on IRC warrants, traffic studies and approval of the Authority/PMU.
5. Junction geometry shall be based on design vehicle and safety principles and shall include proper turning radii, tapers, storage lengths, medians, channelization islands, slip lanes, acceleration and deceleration lanes and conflict reduction layouts wherever required.
6. Pedestrian and non-motorized user facilities including zebra crossings, raised crossings where required, refuge islands, kerb ramps, tactile tiles and universal accessibility provisions shall be mandatorily provided where pedestrian movement exists.
7. Pavement in junction influence areas shall be strengthened to cater for braking and turning stresses and may include modified bituminous layers or rigid pavement as directed by the Authority/PMU.
8. Proper grading and cross fall shall be ensured and no water stagnation shall be permitted at or near junction areas; necessary drainage inlets, catch pits and connections shall be improved or constructed wherever required.
9. All traffic control devices including regulatory, warning and informatory signs, thermoplastic road markings, stop lines, lane arrows, hazard markers, delineators, bollards, guard devices and signals shall be provided strictly as per IRC standards and approved drawings.
10. Traffic signals and associated poles, controllers, ducting and civil foundations shall conform to IRC standards and approved system specifications.

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11. All materials shall conform to BIS, IRC and MoRTH specifications and only approved makes shall be used; the Authority/PMU may order third-party quality testing at any stage and defective material or work shall be replaced at Concessionaire's cost.
12. Concept junction layouts issued with the tender shall represent the minimum mandatory scope and functional intent and the Concessionaire shall not reduce geometry, safety elements, specifications or components shown therein.
13. Any modification required to satisfy IRC standards, traffic conditions or site constraints shall be executed as directed by the Authority/PMU without dispute regarding scope necessity.
14. Junction-wise traffic management plans during construction shall be prepared and approved prior to start of work and the Concessionaire shall provide barricading, signage, reflectors, blinkers and safe diversions and shall not leave any junction in unsafe or partially completed condition open to traffic.
15. Junction-wise Good for Construction drawings shall be obtained before execution and any work executed without approval shall be at the Concessionaire's risk and shall not qualify for payment.
16. Stage-wise road safety audit observations shall be complied with mandatorily and corrective measures shall be implemented before opening to traffic.
17. The Concessionaire shall maintain all improved junctions during the O&M period and shall rectify any defect, settlement, rutting, marking failure, signal failure, signage damage or drainage deficiency within prescribed timelines, failing which performance deductions shall apply.
18. Any increase or decrease in specifications or layout arising due to site conditions, traffic studies, IRC compliance requirements or directions of the Authority Engineer shall be treated as variation.

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ANNEXURE 1A to Schedule G → Horticulture Works – to be read in addition to Point 3 of Schedule G – Beautification (Landscaping & Installations)

The Concessionaire shall be responsible for the planning, execution, and completion of comprehensive horticulture and landscaping works along all project roads, including central verges, inner and outer medians, berms, roundabouts, junctions, traffic islands, and adjoining green belts, in accordance with approved designs and directions of the Authority / PMU.

Wherever horticulture works have already been executed, the Concessionaire shall be permitted to undertake additional plantation as required by design, and payment for such additional works shall be made as per the applicable Schedule of Rates (SOR).

1. **Areas Covered**
   Landscaping works shall be carried out for:
   - Central verges and medians
   - Inner and outer road berms
   - Roundabouts, junctions, traffic islands
   - Adjoining green belts and open roadside spaces

   All above areas have to be either hard-scaped or landscaped.

2. **Landscaping Works**
   Landscaping shall include plantation and development of trees, shrubs, specimen plants, ground covers, hedges, fine grassing/turfing, seasonal flower beds, and other aesthetic features such as pebbles, boulders, tiles, mounds, fountains, waterfalls, and ornamental elements as per design submitted and approved.

3. **Surface Preparation & Earthwork**
   - Surface dressing of berms, medians, verges, roundabouts, and landscaped areas, including grading, levelling, soil preparation, and debris removal prior to plantation.
   - Digging of pits and trenches in all types of soil, refilling with excavated earth mixed with Farmyard Manure (FYM) and termite control insecticide.
   - Pit sizes and soil treatment shall be as per root ball size, soil conditions, and directions of the Authority / PMU, including special treatment for problematic soils or paved areas.

4. **Plantation Works**
   4.1 Trees
   - Supply and planting of permanent trees of appropriate height and girth, planted as per plantation plans (submitted and approved).
   - Trees shall be planted at appropriate spacing, with proper pit preparation, watering, basins, and staking where required.
   - Tree guards shall be provided and fixed as per plans (submitted and approved).

   4.2 Specimen Plants
   - Supply and planting of well-grown specimen plants, including palms, cycads, topiaries, and shaped plants, with proper handling of roots, backfilling, watering, and staking where required.

   4.3 Shrubs
   - Supply and planting of healthy, multi-branched shrubs of appropriate height, planted in single or multiple rows as per approved layout and directions of the Authority / PMU.

   4.4 Hedges

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- Formation of hedge trenches and planting of hedge saplings in two rows in triangular fashion, including trench preparation, soil conditioning, fertilization, insecticide application, watering, and site cleaning.

4.5 Ground Cover

- Preparation of beds and planting of ordinary and special ground cover plants at approved spacing, including soil conditioning, watering, and removal of all waste materials.

4.6 Fine Grassing / Turfing

- Development of lawns using including soil preparation, weed removal, fertilization, planting of grass roots at specified spacing, watering, levelling, and surface finishing.

4.7 Seasonal Flower Beds

- Development of seasonal flower beds at prominent locations, including bed preparation, planting of flowering plants at bud stage, fertilization, watering, and final dressing.

5. Irrigation

- Irrigation of landscaped areas using water tankers and/or drip or sprinkler irrigation systems, as per plan submitted and approved.
- Provision, installation, and operation of irrigation arrangements shall form part of the scope.

6. Materials & Approvals

- Samples of all plants and landscaping materials, including soil, sand, and manure, shall be approved by the Authority / PMU prior to procurement and execution.
- All plants shall be healthy, vigorous, true to species, and free from defects or disease.

7. Execution & Site Management

- Landscaping designs shall be approved by the Authority / PMU and executed strictly as per approved drawings.
- The Concessionaire shall conduct daily inspections of all landscaped and horticultural areas to assess plant health, cleanliness, and overall upkeep, and shall promptly address any deficiencies observed as part of routine maintenance.
- Traffic flow shall be maintained at all times, and any obstruction caused by landscaping activities or fallen trees/branches shall be removed immediately.
- Upon completion of landscaping works at each site, all areas shall be left neat, functional, and free of debris. All waste materials, polybags, and surplus earth shall be removed from the site on the same day of plantation.

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ANNEXURE 1B to Schedule G → Stainless Steel Benches at Junctions / along side Roads – to be read in addition Street Furniture and Other Elements

1. The work shall include design validation, supply, fabrication, transportation, installation and fixing of stainless-steel benches at all designated junctions and roadside locations on roads covered under the tender, complete in all respects as per approved concept drawings and directions of the Authority / PMU.
2. The locations, layout pattern, spacing and orientation of benches shall be as per approved concept plan and site instructions, and shall be adjusted to suit pedestrian movement, safety clearance and visibility requirements without extra cost.
3. The Concessionaire shall carry out site verification before installation and ensure that bench placement does not obstruct pedestrian paths, cycle tracks, utilities, drainage paths, sight distance, traffic movement or safety zones.
4. Benches shall be fabricated from stainless steel of minimum Grade SS-304 (or higher grade if specified in concept design) with minimum member thickness as per approved design standards and suitable for outdoor public use conditions.
5. The minimum net weight of each complete bench unit including frame and seating members shall not be less than 60 kilograms. Any bench weighing less than the required weight shall be rejected and not accepted for installation or payment.
6. The Concessionaire shall submit manufacturer's certificate and weighment proof for each batch, and the Authority / PMU may require random physical weighment at site before approval.
7. All exposed steel surfaces shall be corrosion resistant, weather resistant and vandal resistant, with smooth finished edges and rounded corners for user safety.
8. Bench design shall be heavy-duty, tamper-proof and anti-theft type with concealed or security fasteners and shall be capable of withstanding public loading and misuse conditions.
9. Each bench shall have adequate seating length, ergonomic back support where specified, proper seat height and structural stability as per approved design and urban street furniture standards.
10. All welding shall be TIG / MIG welded with smooth finished joints and no sharp projections; welds shall be ground and polished to uniform finish.
11. Surface finish shall be matte, satin or brushed finish as approved, with anti-glare finish where specified.
12. The Concessionaire shall provide RCC foundation blocks or pedestal supports of approved size and grade of concrete for fixing benches, including excavation, PCC, RCC, anchor bolts, base plates, grouting and finishing complete.
13. Benches shall be fixed with anchor fasteners embedded into concrete foundation and shall not be merely surface mounted; fixing shall be rigid, level and permanently secured against tilting, rotation or removal.
14. All foundations and fixing systems shall be designed to withstand wind load, accidental impact and continuous usage loads.
15. The work shall include dismantling and reinstatement of paving, tiles, footpaths or surface finishes disturbed during fixing, complete in all respects.
16. Bench installation shall maintain required clear walking width on footpaths and minimum offset from carriageway edge, as directed by Authority.
17. Benches shall not be installed above underground utilities without written clearance and the Concessionaire shall coordinate utility mapping before fixing.
18. One sample bench with full fixing and foundation detail shall be installed first for approval, and only after written approval bulk installation shall be permitted.
19. All materials shall conform to relevant BIS standards and approved makes and the Authority / PMU may order third-party testing of steel grade, thickness and finish at any stage.
20. Any damaged, dented, scratched, underweight or improperly finished bench shall be rejected and replaced at Concessionaire's cost.
21. The Concessionaire shall be responsible for safe handling, storage and protection of benches until final handing over.

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22. The Concessionaire shall maintain all installed benches during the defect liability / O&M period and replace any bench found damaged, loose, corroded, stolen due to improper fixing, structurally weak or under-weight.
23. Any increase or decrease in size, design, quantity, material grade or fixing detail arising from site conditions or directions of the Authority shall be treated as approved variation.

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ANNEXURE 1C to Schedule G → Bus Queue Shelters – to be read in addition Street Furniture and Other Elements

1. The work shall comprise design verification, fabrication, supply, transportation, erection and installation of Bus Queue Shelters (BQS) along the identified roads at the approved locations, at the frequency of one BQS per kilometer on each side of the road.
2. The Bus Queue Shelter shall be executed with reference to the Concept Drawing attached with the tender document. The detailed design and drawings to be submitted by the Concessionaire shall be aligned with the attached concept design in respect of overall size, layout, structural scheme, architectural features and functional elements. Any departure from the concept design shall require prior written approval of the Authority / PMU.
3. The scope of work for construction of Bus Queue Shelters shall be inclusive of all civil and electrical works, including internal / external electrification, wiring, fittings, power connections and provision, installation, testing and commissioning of advertisement boards and electronic / LED bus route and timing display systems, along with all necessary power supply, wiring, mounting arrangements and accessories, complete in all respects as per approved drawings and specifications.
4. The standard size of each Bus Queue Shelter shall be:
    a. Length: 10.00 meters
    b. Width: 2.50 meters
    c. Clear Height: 2.20 meters
5. The scope of work for construction of Bus Queue Shelters shall also mandatorily include the design, construction and commissioning of a dedicated bus bay lane with all associated civil works, as per approved drawings and IRC guidelines. The bus lay-by lane shall be designed and executed with appropriate geometrics, including entry taper, loading (stopping) area and exit taper, to ensure smooth ingress and egress of buses without obstructing through traffic. The minimum geometric standards for the bus lay-by lane shall be as follows, unless otherwise approved by the Authority / PMU:
    a. Entry taper in the range of 1:8 to 1:10 (approximately 15 m to 20 m),
    b. Loading/stopping area of not less than 15 metres per bus,
    c. Exit taper of about 1:6 (approximately 12 m to 15 m), and bay width of 3.0 to 3.25 metres.
    d. The entire work shall be completed in all respects as per approved designs, specifications and site requirements.
6. No variation in size or layout shall be permitted without prior written approval of the Authority/PMU.
7. The Bus Queue Shelter structure, frame members, supports, seating frame and all exposed structural components shall be fabricated using stainless steel of approved grade (minimum SS-304 or higher) conforming to relevant IS standards. All stainless-steel components shall have proper finish, corrosion resistance and durability suitable for outdoor roadside conditions.
8. Roofing, side panels, seating, fasteners and other components shall conform to the materials and specifications shown in the concept drawing and approved technical submittals. All fixtures shall be vandal-resistant and weatherproof.
9. The Concessionaire shall submit detailed shop drawings, structural details and material specifications based on the concept drawing for approval of the Authority / PMU prior to fabrication. Work shall be executed only after written approval.
10. The Bus Queue Shelter item shall include complete foundation, anchoring, civil works, platform preparation, finishing, fittings and all allied works required to make the unit complete and functional in all respects.
11. The Concessionaire shall also improve and modify the road geometrics at and around the Bus Queue Shelter location as per relevant IRC guidelines, including shoulder treatment, kerb alignment, pedestrian access, drainage services and sight distance requirements.
12. Any increase or decrease in size, design, quantity, material grade or fixing detail arising from site conditions or directions of the Authority shall be treated as approved variation.

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ANNEXURE 2 to Schedule G → O&M of Public Health (PH) Services - to be read as addition to Point 5 of Schedule G – Maintenance / O&M

The Concessionaire shall be responsible for the comprehensive operation, maintenance, repair, and upkeep of all Public Health (PH) services along the project roads for the entire contract period, ensuring uninterrupted, safe, and efficient functioning of all systems to the satisfaction of the Authority / PMU.

1. **Sewerage & Storm Water Manholes**
   - Regular inspection and maintenance of all sewer and storm water manholes limited to frames, covers and gullies.
   - Prompt rectification of structural defects such as cracks, settlement, leakage, infiltration, damaged masonry, or broken benching at the road/pavement surface.
   - Maintenance of watertight conditions to prevent ingress of storm water or soil.

2. **Desilting & Cleaning Operations**
   - Periodic and preventive desilting of road gullies, frames and covers mandatorily before every monsoon or as directed by the Authority / PMU.
   - Safe transportation and disposal of silt, debris, and waste material at designated dumping sites in compliance with environmental norms.
   - Deployment of adequate machinery including suction machines, jetting machines, and mechanical desilting equipment.

3. **Road Gullies & Catch Pits**
   - Maintenance of road gullies, catch pits, and inlet chambers free from silt, blockages, and damage at all times.
   - Maintenance of gully top levels flush with the finished road surface.
   - Realignment and level adjustment of gullies during road re-carpeting, strengthening, or resurfacing works to ensure proper drainage.

4. **Pumping Arrangements for Water Logging**
   - Complete responsibility for pumping operations at water-logging prone locations, including existing or newly required installations.
   - Scope includes:
     - Installation of temporary or permanent pumps
     - Operation during rainfall and emergencies
     - Electricity charges, DG sets, and fuel
     - Deployment of operators and supervisory staff

5. **Manhole Covers & Gully Gratings**
   - Maintenance of all manhole covers and gully gratings in safe, intact, and functional condition using approved quality materials.
   - Immediate replacement of missing, broken, or damaged covers/gratings to ensure public safety and smooth traffic movement.

6. **Safety, Traffic & Environmental Compliance**
   - Provision of adequate safety measures including barricading, signage, reflective tapes, and night lamps during works.

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ANNEXURE 3 to Schedule G → O&M of Electrical Works – to be read as addition to Point 5 of Schedule G – Maintenance / O&M

The Concessionaire shall be responsible for the operation, maintenance, repair, and replacement of all electrical installations along the project roads for the entire contract period, ensuring safe, reliable, and uninterrupted functioning to the satisfaction of the Authority / PMU.

The scope shall include:

1. **Street Lighting Infrastructure**
   Operation and maintenance of existing and newly installed street lighting systems, including:
   - Poles, high masts, street/flood lights
   - Cables, pipes, junctions, timers, contactors
   - Control panels (CCMS), MCBs, MCCBs, earthing systems
   - Solar blinkers, solar panels, and allied accessories

   Maintenance shall include comprehensive upkeep, repair, and replacement of components damaged due to accidents, third-party actions, man-made causes.

2. **Service Levels & Performance**
   - The Concessionaire shall ensure all streetlights remain operational every night, with minimum 95% functionality on each road during nighttime, and no dark spots.

3. **Power Supply & Backup**
   - Power supply shall be provided by the Authority.
   - In case of power failure or non-availability, the Concessionaire shall ensure uninterrupted operation during night hours and low visibility by providing DG sets or approved standby arrangements, at Authority cost.
   - Electricity charges payable to PSPCL shall be borne by Authority.
   - Any penalty arising due to unauthorized use of electricity (UUE) by the Concessionaire shall be solely payable by the Concessionaire.

4. **Handover**
   Upon completion of the contract period, all street lighting and traffic signal installations shall be handed over in sound and working condition to the Authority.

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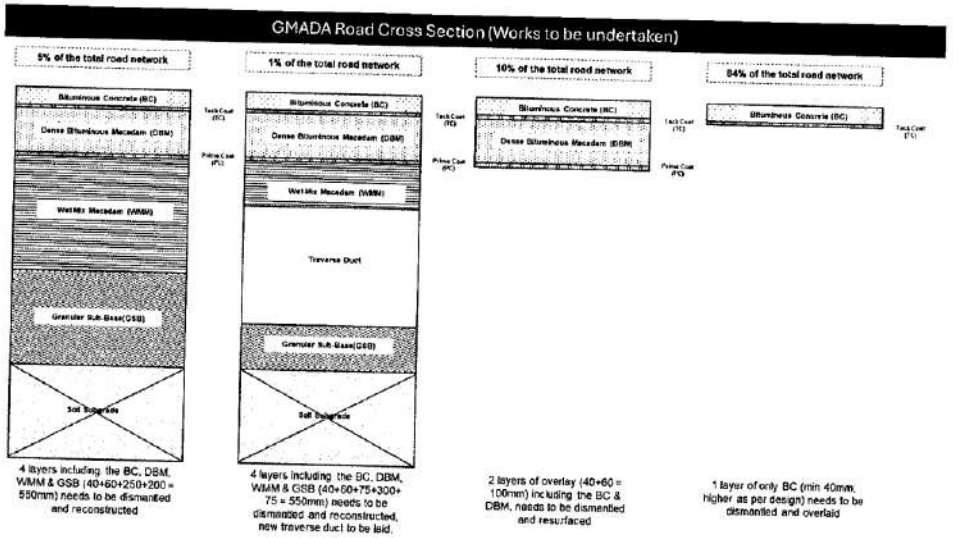
ANNEXURE 4 to Schedule G → Revised - One Time Upgradation – Tentative Configuration for Carriageway Upgradation
The tentative configuration for Carriageway upgradation is provided below – Exact configuration shall be based on the surveys and captured in the Design Proposal and as approved by the Authority.



Note:

1) The crust thickness will have to be defined again at the time of Carriageway Resurfacing works in 2031 and 2033 for Phase 1 and Phase 2 roads respectively – Min. 40 mm

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ANNEXURE 5 to Schedule G → Technical Specifications of Mechanized Sweeping Machines

The Concessionaire shall deploy mechanized sweeping machines generally in accordance with the above specifications, and such machines shall preferably meet or exceed the indicated minimum technical requirements.

S.no.	Key Parameter	Specification
1	Overall Sweeping Width	> 3,000 mm
2	Debris Hopper / Container Capacity	> 5000 L
3	Sweeping & Collection Mechanism	Hydraulic Sweeping + Vacuum Collection
4	Water Spraying / Dust Suppression System	Integrated high-pressure water spray system capable of effective dust suppression during sweeping operations (with strategically positioned nozzles)
5	Water Tank Capacity (Dust Suppression)	> 400 L
6	Maneuverability (Turning Radius)	< 5.5 meters
7	Engine Power	> 110 KW
8	Emission Norms	CEV Stage-V / BS-VI or higher

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ANNEXURE 6 to Schedule G → Revised – Summary of Scope of Work

Category	Activity	Timeline	Road Length (km)
Survey and Design	Initial Surveys and Design	2026 (Phase 1, Phase 2, Phase 3)	GMADA Roads – 56.3 MC Roads – 27.1 Total Roads – 83.4
Upgradation Works	Carriageway Upgradation	2026 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
		2028 (Phase 2)	GMADA Roads – 10.7 MC Roads – 10.9 Total Roads – 21.6
	Beautification	2026 (Phase 1, Phase 2, Phase 3)	GMADA Roads – 56.3 MC Roads – 27.1 Total Roads – 83.4
	Carriageway Resurfacing	2031 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
		2033 (Phase 2)	GMADA Roads – 10.7 MC Roads – 10.9 Total Roads – 21.6
O&M Works	Maintenance / O&M: Full Roads	2026-2027 (Phase 1)	GMADA Roads – 32.1 MC Roads – 9.3 Total Roads – 41.4
		2028-2036 (Phase 1 & Phase 2)	GMADA Roads – 42.8 MC Roads – 20.2 Total Roads – 63
	Maintenance: Non-Pavement Sections + Mechanized Sweeping	2026-2027 (Phase 2 & Phase 3)	GMADA Roads – 24.2 MC Roads – 17.8 Total Roads – 42
		2028-2036 (Phase 3)	GMADA Roads – 13.5 MC Roads – 6.9 Total Roads – 20.4

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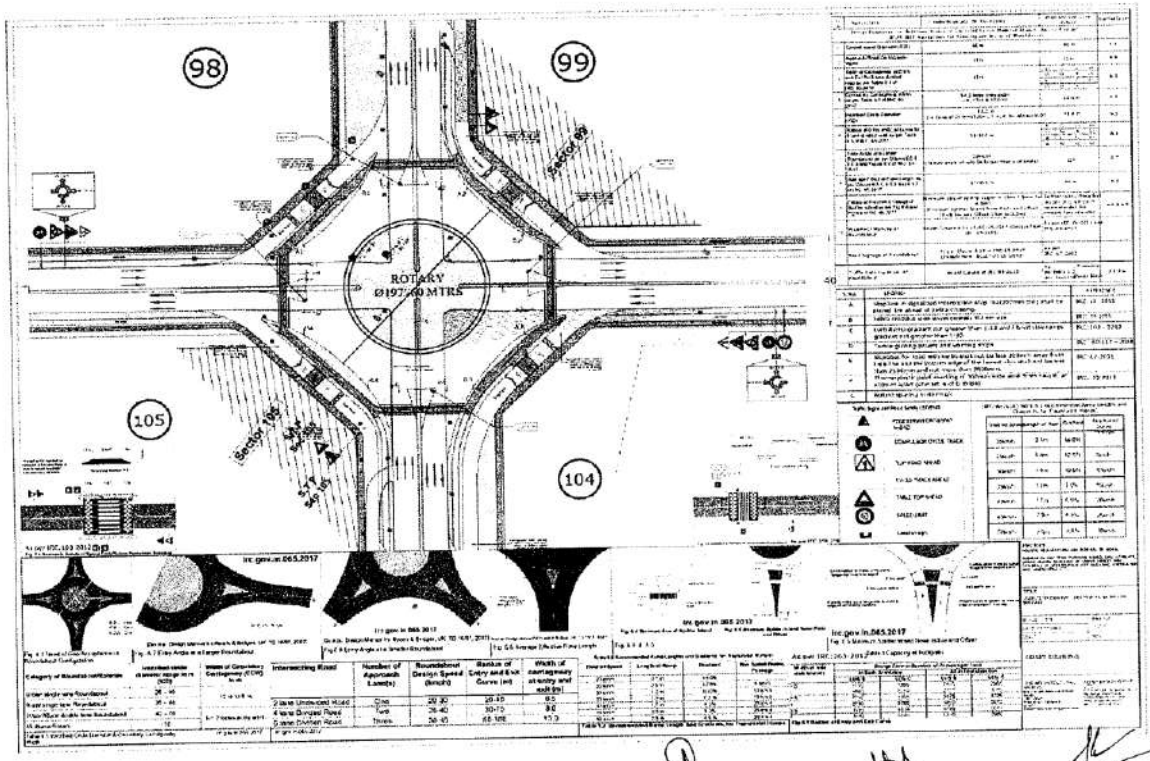
Additions to Schedule H → Design of Select Junctions



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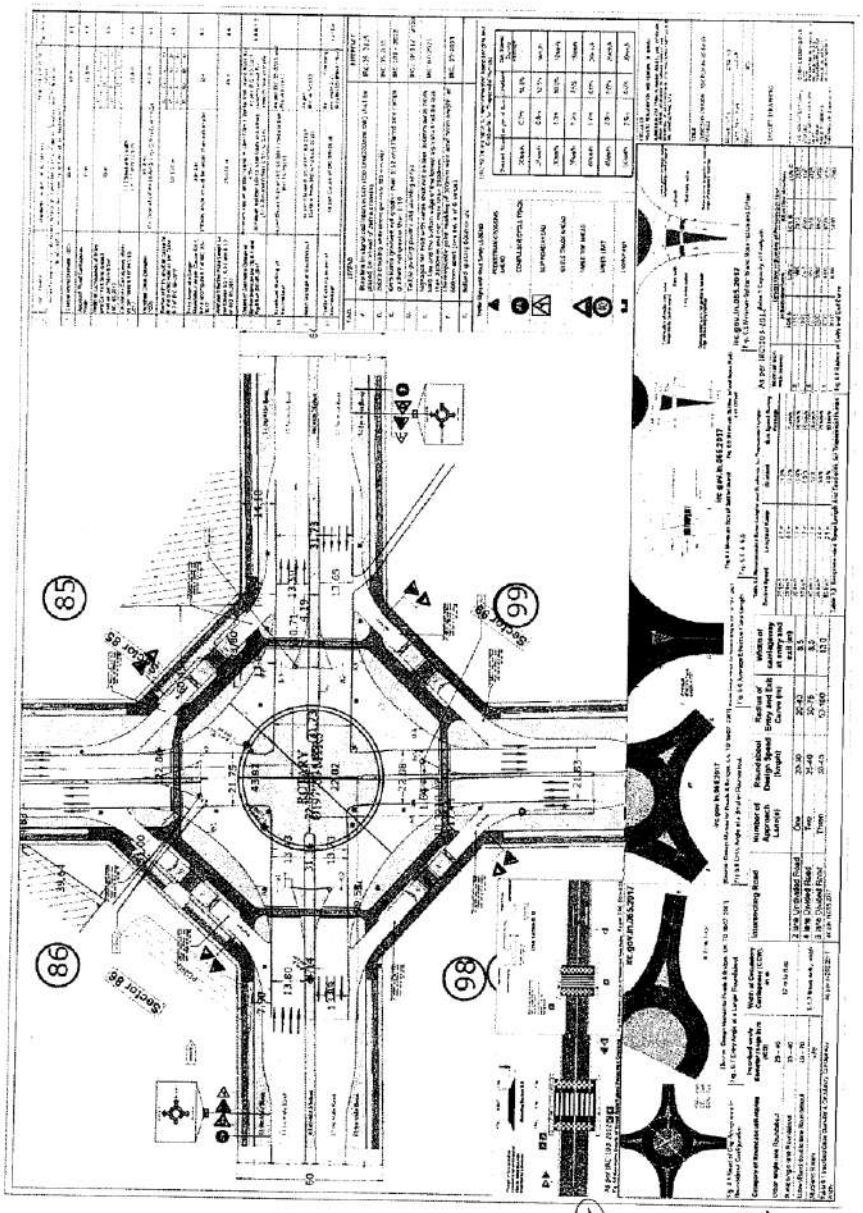

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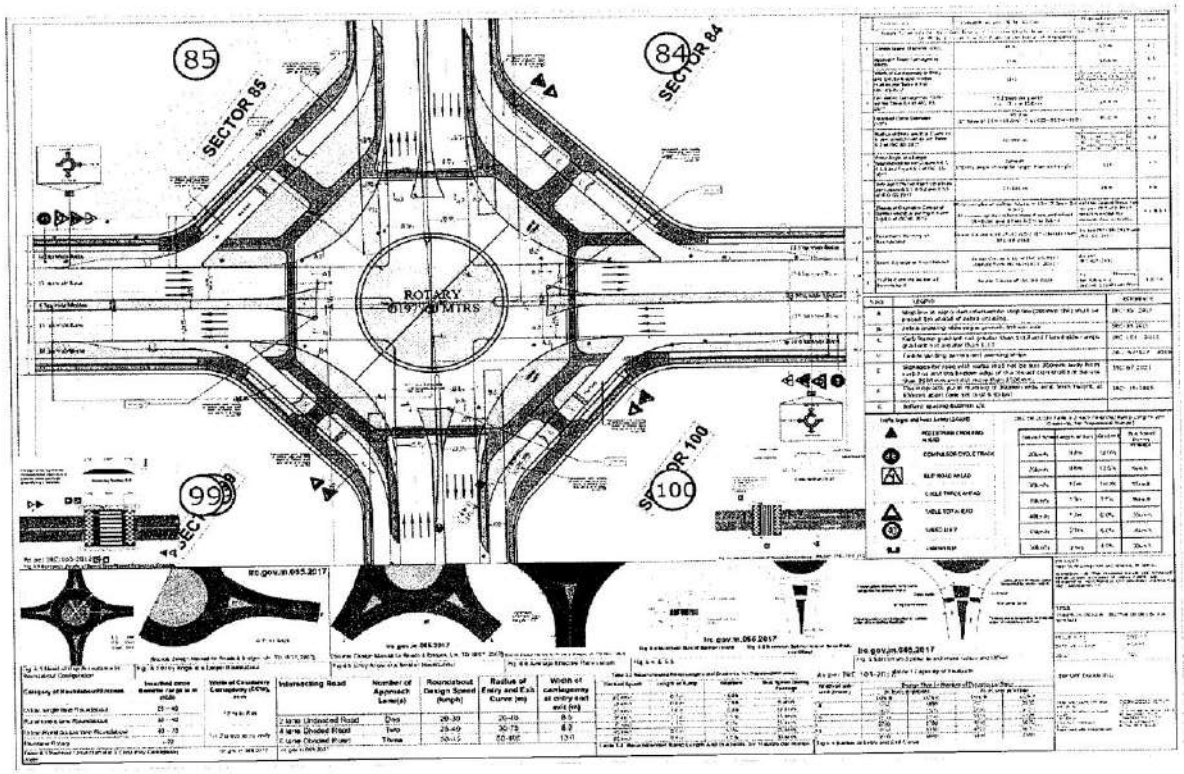

The design of all remaining major junctions shall be undertaken by the Concessionaire and shall be subject to approval by the Authority and the PMU.

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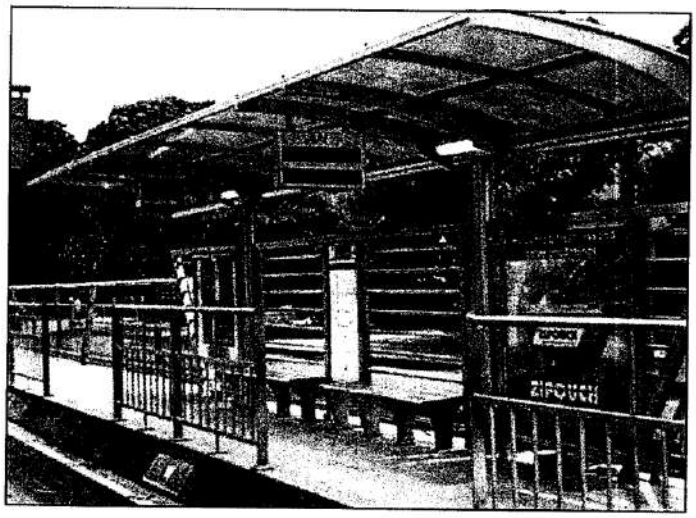
Additions to Schedule H →Indicative Design of Bus Queue Shelters



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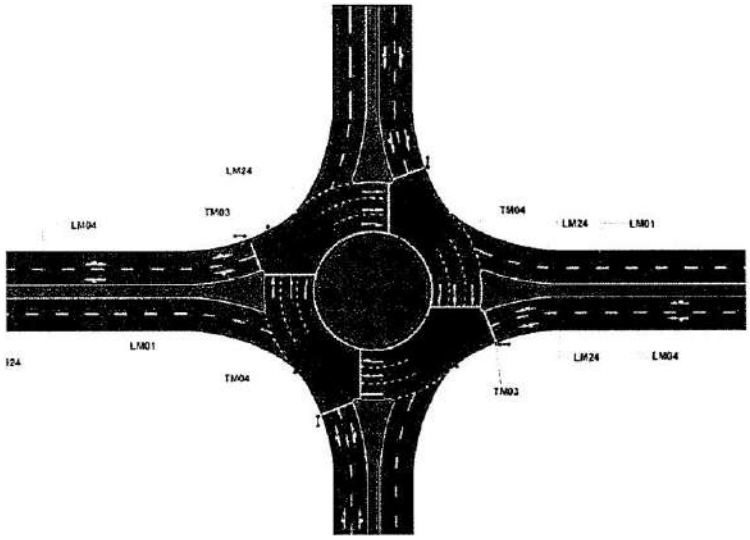
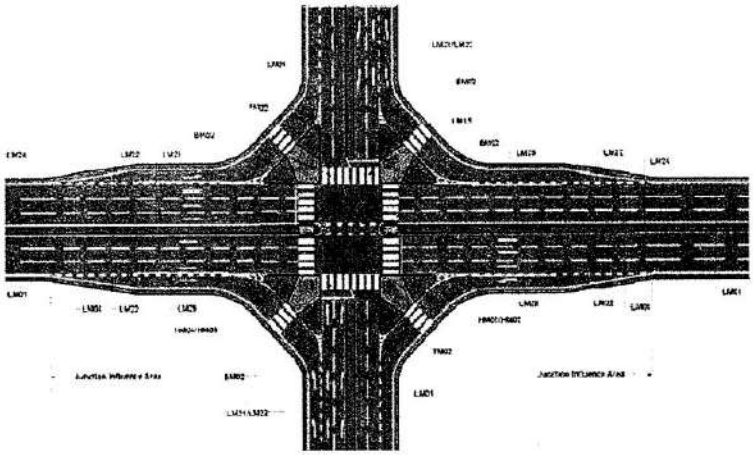
Additions to Schedule H →Indicative Concept Plan for Junction Improvements





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Annexure: Revised – Schedule M: Project Completion Schedule

Activity	Timeline
Issuance of LoA	Z0
Formation of SPV + Submission of Performance Security	Prior to Z1
Signing of Concession Agreement	Z1 = Within 28 days of Z0
Fulfilment of CPs including but not limited to Financial Close, Surveys, Design proposal etc. – Detailed in Article 4 of the DCA	Z1 to A
Appointed Date	A = Within 45 days of Z1
Complete Handover of roads as part of Phase 1 + Handover of roads as part of Phase 2 for beautification and O&M + Handover of roads as part of Phase 3 for beautification and O&M	Handover Date 1 = Appointed Date = A
Completion of carriageway upgradation and beautification works for Phase 1 + Completion of beautification works for Phase 2 and Phase 3	B = Within 180 days from A = COD date of (carriageway upgradation and beautification works for Phase 1 + Completion of beautification works for Phase 2 and Phase 3)
Handover of roads as part of Phase 2 – for carriageway upgradation	C = Handover Date 2
Completion of carriageway upgradation works for Phase 2	D = Within 120 days from C = COD date of (Carriageway upgradation works for Phase 2)
Start of Resurfacing works of roads received as part of Phase 1 – Resurfacing Handover Date 1	E = 5th anniversary of B
Completion of Resurfacing works of roads received as part of Phase 1	F = Within 120 days from E = COD date of (Resurfacing works of roads received as part of Phase 1)
Start of Resurfacing works of roads received as part of Phase 2 – Resurfacing Handover Date 2	G = 5th anniversary of D
Completion of Resurfacing works of roads received as part of Phase 2	H = Within 120 days from G = COD date of (Resurfacing works of roads received as part of Phase 2)
Vesting back of roads to GMADA All roads shall be handed back to the Authority on 10th Anniversary of Appointed date.	A + 10 years

DE(elect) DE(PH) DE(Mont) DE(C-1) DE(C-2) DE(C-3) DE(C-4)

Annexure: Schedule N, Point 4: Daily Upkeep and Cleaning for Non-Carriageway Elements

S.No	Activity	Scope of Work	Frequency for 50% road length To be agreed between Concessionaire and GMADA	Frequency for remaining 50% To be agreed between Concessionaire and GMADA
1	Kerb Cleaning	Roadside Kerb edge mechanical cleaning	Daily	Alternate day
		Saucer drain cleaning	Daily	Alternate day
2	Cycle Track	Sweeping	Daily	Alternate day
		Clearance of adjacent bin	Daily	Alternate day
		Litter picking	Daily	Alternate day
		Stain removal through spot cleaning	Daily	Alternate day
		Power washing	Alternate day	Once a week
		Deep Scrubbing	Once a week	Twice a month
		Preventive inspection and reporting	Twice a month	Once a month
3	Footpath	Sweeping	Daily	Alternate day
		Clearance of adjacent bin	Daily	Alternate day
		Litter picking	Daily	Alternate day
		Stain removal through spot cleaning	Daily	Alternate day
		Power washing	Alternate day	Once a week
		Deep Scrubbing	Once a week	Twice a month
		Preventive inspection and reporting	Twice a month	Once a month
4	Benches / Sitting areas	Cleaning of street furniture	Daily	Alternate day
		Clearance of hidden area under benches	Daily	Alternate day
		Damp mopping / disinfection	Daily	Alternate day
		Stain removal through spot cleaning	Daily	Alternate day
		Preventive inspection and intervention	Twice a month	Once a month
5	Electrical Lighting / poles	Cleaning and ensuring no obstruction of illumination for footpath lighting	Weekly	Weekly
		Preventive inspection and reporting	Twice a month	Once a month
6	Painted Surfaces	Dusting	Weekly	Weekly
7	Signage	Washing and Cleaning	Once a week	Once a week
8	Litter bins	Washing of bins	Daily	Alternate day
		Maintain hygienic standard	Daily	Alternate day
9	Bollards	Dusting	Daily	Alternate day
		Stain removal through spot cleaning	Daily	Alternate day
		Washing	2 times a week	Once a week
10	Bus Shelters	Stain removal through spot cleaning	Daily	Alternate day
		Dusting	Daily	Alternate day
		Washing	Once a week	Once a week
		Scrubbing	Once a week	Once a week

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S.No	Activity	Scope of Work	Frequency for 50% road length To be agreed between Concessionaire and GMADA	Frequency for remaining 50% To be agreed between Concessionaire and GMADA
11	Central Verge (where applicable)	Stain removal around central verge boundaries	Daily	Alternate day
		Dead leaves collection	Daily	Alternate day
12	Route Patrolling for assets security and safety	24 hours patrolling of area	Daily	Alternate day
		Identifying the encroachers of landscaped area and keeping it free of encroachment	As and when required	As and when required
		Removal of unauthorized Barriers / Poster / Hoardings from Footpath and Landscape areas	As and when required	As and when required
		Prevention of animal grazing	As and when required	As and when required
		Report on theft and accidents	Need Basis	Need Basis
		Distress and quick response to accidents	As and when required	As and when required
		Watch and Ward at all times		
13	GIS Monitoring System	All maintenance work to be monitored using GIS software which would be linked to an online dashboard / ICCC	Real time Basis	Real time Basis

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Annexure to Schedule N, Point 5: Performance Standards – Horticulture Works

1. **Plant Survival & Establishment Standard**
   - Plants shall be considered successfully established when they demonstrate healthy vegetative growth, firm anchorage in soil, and absence of major pest infestation or disease.

2. **Seasonal & Climatic Responsiveness Standard**
   - Horticulture maintenance activities shall be planned and executed in a manner responsive to prevailing climatic conditions, monsoon patterns, soil characteristics, and site-specific constraints.
   - Any adjustment to the prescribed frequency or timing of operations shall be implemented only after approval of the Authority / PMU.

3. **Input Quality & Substitution Standard**
   - All horticultural inputs used for maintenance shall meet or exceed the technical performance of specified materials.
   - Substitution of fertilizers, manures, pesticides, or plant protection chemicals shall be permitted only with prior approval of the Authority / PMU.

4. **Monitoring & Verification Standard**
   - Performance of horticulture maintenance works shall be verified through joint inspections and/or geo-tagged photographic records, as determined by the Authority / PMU.
   - Continuous plant-wise or daily measurement shall not be mandatory unless specifically instructed by the Authority / PMU.

5. **Mortality Replacement Standard**
   - The Concessionaire shall ensure timely replacement of plant mortality occurring during the maintenance period.
   - Replacement plants shall be of the same species and minimum specifications as originally provided, unless otherwise approved by the Authority / PMU.
   - No maintenance payment shall be considered for plants that are dead or non-viable until replacement is completed.

6. **Asset Protection & Watch & Ward Standard**
   - The Concessionaire shall maintain effective watch and ward over all horticultural assets throughout the maintenance period.
   - Any loss or damage resulting from theft, vandalism, neglect, or inadequate protection shall be rectified at the Concessionaire's cost, subject to verification and certification by the Authority / PMU.

7. **Cleaning & Washing**
   - The Concessionaire shall ensure daily washing and cleaning of plants, shrubs, hedges, lawns, and landscaped areas, as required, to remove dust, pollutants, and debris and to maintain healthy growth and aesthetic appearance

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Annexure to Schedule N, Point 6: Performance Standards – High Mast Lighting System

S. No.	Work	Description of Performance
1	Structural Stability	High mast structure safely withstands wind speed of 180 km/hr as per IS: 875 (Part II), with no visible distress or excessive deflection
2	Mast Material	Mast is of continuous polygonal construction and fabricated from high tensile steel conforming to BS EN 10025
3	Welding Quality	All welds are uniform, defect-free, and of strength equivalent to the parent material
4	Galvanizing	Hot dip galvanizing is intact, uniform, and free from corrosion, peeling, or rust
5	Lantern Carriage Operation	Raising and lowering mechanism operates smoothly without jerks, abnormal noise, or failure
6	Electrical System	All electrical components including motors, control panels and transformers (where provided) function safely and reliably
7	Aviation Obstruction Light	LED aviation obstruction light is functional and clearly visible during hours of darkness
8	Earthing & Lightning Protection	Lightning finial and earthing system are properly installed and effective
9	Illumination	High mast provides uninterrupted and uniform illumination as per design intent
10	Overall Functionality	High mast lighting system is fully operational, safe, and fit for intended use

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Revised – Schedule Q: Payment Schedule

For financial evaluation, the bidder shall quote combined Financial Bid / Bid Project Cost which shall be subdivided as follows:

1. Payment A - Payment sought towards carriageway upgradation and beautification of roads handed over as part of Phase 1 + beautification of roads handed over as part of Phase 2 and Phase 3
2. Payment B - Payment sought towards carriageway upgradation of roads handed over as part of Phase 2 (as per 2026 rates)
3. Payment C - Payment sought towards resurfacing of roads (handed over as part of Phase 1) in the year 2031 (as per 2026 rates)
4. Payment D - Payment sought towards resurfacing of roads (handed over as part of Phase 2) in the year 2033 (as per 2026 rates)
5. Payment E – Total O&M payment sought for undertaking O&M of Phase 1, Phase 2 and Phase 3 roads as per Schedule G throughout the Concession Period (as per 2026 rates)

Note:

1) Payment A shall be 40% of Bid Project Cost
2) Payment B shall be 5% of Bid Project Cost
3) Payment C shall be 10% of Bid Project Cost
4) Payment D shall be 5% of Bid Project Cost
5) Payment E shall be 40% of Bid Project Cost

Where Cost breakdown of E component is as follows:

S No.	Description	Percentage
1	Sweeping of Roads	60%
2	Maintenance of PH services	5%
3	Maintenance of Electrical services	2.5%
4	Maintenance of Horticulture works	32.5%

The Bid Project Cost quoted by the Bidder shall be inclusive of all taxes and GST and shall constitute the entire and sole consideration payable to the Selected Bidder / Concessionaire as per the terms of the Agreement and the payment schedule defined below:

Timeline	On-time Upgradation & Beautification		Resurfacing		O&M
	% of A	% of B1 (B with escalation)	% of C1 (C with escalation)	% of D1 (D with escalation)	% of E
Mobilization, Preparation and Construction Phase – Year 1 (2026)	40.00%				E1 = E /10
Year 2 (2027)	6.67% of A + Applicable Interest on 60.00% of A				E2 = E1 × (Applicable WPI for the immediately preceding completed FY)
Year 3 (2028)	6.67% of A +	40.00%			E3 = E2 ×

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Timeline	On-time Upgradation & Beautification		Resurfacing		O&M
	% of A	% of B1 (B with escalation)	% of C1 (C with escalation)	% of D1 (D with escalation)	% of E
	Applicable Interest on 53.33% of A				(Applicable WPI for the immediately preceding completed FY)
Year 4 (2029)	6.67% of A + Applicable Interest on 46.67% of A	8.57% of B1 + Applicable Interest on 60.00% of B1			E4 = E3 × (Applicable WPI for the immediately preceding completed FY)
Year 5 (2030)	6.67% of A + Applicable Interest on 40.00% of A	8.57% of B1 + Applicable Interest on 51.43% of B1			E5 = E4 × (Applicable WPI for the immediately preceding completed FY)
Year 6 (2031)	6.67% of A + Applicable Interest on 33.33% of A	8.57% of B1 + Applicable Interest on 42.86% of B1	40.000%		E6 = E5 × (Applicable WPI for the immediately preceding completed FY)
Year 7 (2032)	6.67% of A + Applicable Interest on 26.67% of A	8.57% of B1 + Applicable Interest on 34.29% of B1	15.00% of C1 + Applicable Interest on 60.00% of C1		E7 = E6 × (Applicable WPI for the immediately preceding completed FY)
Year 8 (2033)	6.67% of A + Applicable Interest on 20.00% of A	8.57% of B1 + Applicable Interest on 25.71% of B1	15.00% of C1 + Applicable Interest on 45.00% of C1	40.000%	E8 = E7 × (Applicable WPI for the immediately preceding completed FY)
Year 9 (2034)	6.67% of A + Applicable Interest on 13.33% of A	8.57% of B1 + Applicable Interest on 17.14% of B1	15.00% of C1 + Applicable Interest on 30.00% of C1	30.00% of D1 + Applicable Interest on 60.00% of D1	E9 = E8 × (Applicable WPI for the immediately preceding completed FY)
Year 10 (2035)	6.67% of A +	8.57% of B1 +	15.00% of C1 +	30.00% of D1 +	E10 = E9 × (Applicable WPI for the

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Timeline	On-time Upgradation & Beautification		Resurfacing		O&M
	% of A	% of B1 (B with escalation)	% of C1 (C with escalation)	% of D1 (D with escalation)	% of E
	Applicable Interest on 6.67% of A	Applicable Interest on 8.57% of B1	Applicable Interest on 15.00% of C1	Applicable Interest on 30.00% of D1	immediately preceding completed FY)

Note 1:

1) B1 = Payment B escalated per annum based on the Wholesale Price Index (WPI) published by the Office of the Economic Adviser, DPIIT, Government of India, for each complete financial year falling between the Appointed Date and Handover Date 2
2) C1 = Payment C escalated per annum based on the Wholesale Price Index (WPI) published by the Office of the Economic Adviser, DPIIT, Government of India, for each complete financial year falling between the Appointed Date and Resurfacing Handover Date 1
3) D1 = Payment D escalated per annum based on the Wholesale Price Index (WPI) published by the Office of the Economic Adviser, DPIIT, Government of India, for each complete financial year falling between the Appointed Date to Resurfacing Handover Date 2
4) Interest shall be charged on the outstanding (reducing) balance of Payments A, B1, C1 and D1 at an interest rate equal to the average of the one-year SBI MCLR plus 1.25% as indicated in the table above. Such interest shall be computed from Handover Date 1 in respect of Payment A, Handover Date 2 in respect of Payment B1, Resurfacing Handover Date 1 in respect of Payment C1, and Resurfacing Handover Date 2 in respect of Payment D1, respectively.
5) First and subsequent Annuity component of payments A, B, C & D will be paid on the anniversary of COD of respective phases. The last annuity payment, if due after the vesting date, will be paid on the vesting date.
6) Payment for O&M or Payment E shall be disbursed in 4 quarterly instalments, post deductions, if any, under the contractual terms.
7) First 40% component of payments A, B1, C1 & D1 will be paid as per the below table:

S. No.	Items	Payment (% of Total)	Frequency
Mobilization / Preparation Phase			
1.	Mobilization Advance	4%	Against BG for Mobilization Advance as per provisions of the DCA
Construction Phase			
2.	Roads – Completion of lane kms as a % of total lane kms	36%	Disbursed upon completion of works (and certification thereof) on a monthly basis

Note 2:

1) For the purpose of payment of Payment A, completion of a lane kilometer shall be deemed achieved only upon completion of all works, including resurfacing, horticulture, electrical, and public health works, etc. and as detailed in Schedule G and other schedules and corrigenda, and certification thereof by the Authority / PMU.
2) For the purpose of payment of Payment A, the concessionaire shall undertake the surveys and design, get approval on design and BoQ (as per SoR) from the PMU and the Authority and undertake work only post approval.

DE(elect) DE(PH) DE(Horti) DE(C-1) DE(C-2) DE(C-3)

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DE(PH-2)

3) It is to be noted that all Payments A, B, C, D would be made basis actual ground conditions and approved design and approved BoQ as per SoR. The scope of work may increase / decrease and final payment on any road segment shall be made basis the approved BoQ and approved design.

DE(elect) DE(PH) DE(Mohali) DE (C-1) DE(C-2) DE(C-3)

Addition to Schedule S → Standard Materials to be used

S. No.	Item	Description
1	Bollards	UV-stabilized FRP Bollards of 900mm above ground level and min. 200mm diameter, conforming to the material standards of IRC:137 and placement guidelines of IRC:103. The bollards must be impact-resistant, corrosion-proof, and fitted with high-intensity grade reflective tape. The bollards should be anchored using a "Base Flange" with bolts or a "Grouting" method (embedding 200-300mm into the concrete foundation) to prevent theft and ensure stability.
2	Pavers	Precast Concrete Tiles (80 / 100 mm thick, ISI marked made with M-40 grade concrete)
3	Cycle Track	Colored Concrete (M-25 grade)
4	Kerb Stones	Cast in-situ/Precast Concrete Kerb Stone (made with steel molds with strength at M-25) as per the direction s of Authority/PMU
5	Tactile Pavers	60 mm thick Precast concrete pavers or polymer-based materials, generally, with a minimum thickness of 40-50mm to withstand pedestrian traffic. The pavers must contrast with the surrounding pavement (Bright Yellow Color) for partially sighted individuals. The pavers shall conform to the standards of strength and durability mentioned in **IRC:SP:63-2004.**
6	Signages	For Cautionary, Informatory, Mandatory Signages and Advanced direction Signage boards: As per IRC:67 2022 Guidelines
7	Median / Central Verge	For Green Central Verge: Wrought Iron/Mild Steel grills of approved design/Crash Barrier with Horticulture Hedge For Concrete Median: Wrought Iron grills with Cast in-situ/Precast Concrete Kerb Stone (made with steel molds with strength at M-25) as per the direction s of Authority/PMU
8	Thermoplastic Paint road markings	Thermoplastic road markings shall be provided in accordance with Section 803 of MoRTH Specifications for Road and Bridge Works, using hot-applied, lead-free thermoplastic material of approved make, with minimum thickness of 2.5 mm excluding glass beads, premixed and drop-on glass beads as specified, applied by mechanical means, achieving required retro-reflectivity, skid resistance, colour, and durability, complete in all respects as directed by the Authority/PMU.
9	Reflective road studs (Raised Pavement Markers)	Conforming to IRC:35-2015 and MoRTH Clause 804, inclusive of epoxy mortar and installation of approved make, as per directions of the Authority/PMU
10	Solar-powered road studs/raised pavement markers (RPMs) at all junctions	As per IRC:35-2015 and MoRTH Specifications. The stud shall be [polycarbonate/aluminum] with 6 high-lumen LEDs (Red/Amber/White), IP65 rated, supporting a 13,635 kg load, with automatic night-on functionality. The unit shall be installed using approved epoxy resin. 2-year warranty from manufacturer required."
11	Standard Metal Delineator	Material: Mild Steel (MS) Pipe, Channel, or Plate, Shape: Ellipsoidal, circular, or rectangular cross-section, Height: Total length approx. 1350 mm, with 900 mm visible above ground level. Base Fixation: Embedded in M-15 concrete in a pit (minimum 300mm x 300mm x 450mm). Reflectivity: Type XI retro-reflective sheeting (conforming to IRC:67 and ASTM D 4956). Retro-reflective Panels: White panels, minimum 80x100 mm (rectangular) or 75 mm diameter (circular) at the top.

DE(elect) DE(PH) DE(Horti) DEC-1) DEC-2) DEC-3) DE(PM-2)

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Revised - Schedule T: Key Performance Indicators (KPIs) and Penalties

- The Concessionaire shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-T within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Concessionaire. Upon occurrence of any breach here under, the Authority shall be entitled to effect reduction in maintenance payment as set forth in the Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- Adequate cautionary and informative signage shall be provided until completion of repair / rectification works. Any mishap arising due to negligence, delay, or failure to rectify defects within the stipulated time shall be the sole responsibility of the Concessionaire.
- **Other Defects and deficiencies**
  In respect of any Defect or deficiency not specified in Schedule-T, the PMU/Authority may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the PMU/Authority
- **Extension of time limit**
  Notwithstanding anything to the contrary specified in this Schedule-T, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the PMU/Authority and conveyed to the Concessionaire and the Authority with reasons thereof.
- **Daily inspection by the Concessionaire**
  The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project Road and maintain a record thereof in a register to be kept in such form and manner as the PMU/Authority may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and PMU at any time during office hours.
- **Pre-monsoon inspection / post-monsoon inspection**
  The Concessionaire shall carry out a detailed pre-monsoon inspection of all drainage system before 1st June every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required based on this inspection shall be sent to the PMU/Authority before the 10th of June every year. The Concessionaire shall complete the required repairs before the onset of the monsoon and send to the PMU/Authority a compliance report. Post monsoon inspection shall be done by the 30th of September and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the PMU/Authority.

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- **Repairs on account of natural calamities**
  All damages occurring to the Project Road on account of a Force Majeure Event or willful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Concessionaire to undertake the repairs at the rates agreed between the Parties.

DE(elect) DE(PH) DE(Month) DE(c-1) DE(c-2) DE(c-3) DE(PH-1)

Key KPIs for roads and other items and associated penalties for non-compliance

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
1.	Potholes	<3 potholes per lane km	Weekly	Length measurement unit like scale, tape, odometer, etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003	• Within 1 year of upgradation or resurfacing – INR 5,000 per additional pothole • Within 2 years – INR 3,000 per additional pothole • More than 2 years – NIL	2 days	INR 2,000 per day per pothole beyond cure period
2.	Cracking	<5% of cracked area per lane-km (cracks >3 mm width considered)	Weekly			• Within 1 year of upgradation or resurfacing – INR 5,000 per lane-km per additional 1% cracked area • Within 2 years – INR 3,000 per lane-km per additional 1% cracked area • More than 2 years – NIL	10 days	INR 2,000 per day per lane-km beyond cure period, subject to maximum INR 10,000 per lane-km
3.	Rutting	<5 mm per rutted road patch	Weekly	Straight edge		• Within 1 year of upgradation or resurfacing – INR 5,000 per rutted road patch • Within 2 years – INR 5,000 per	10 days	INR 2,000 per day per rutted road patch beyond cure period subject to a maximum of INR 10,000

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#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
						rutted road patch • More than 2 years – NIL		
4.	Corrugations and Shoving	No corrugation height > 10 mm Corrugation length ≤ 10 m per lane-km	Weekly	Length measurement unit like scale, tape, odometer, etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003	• Within 1 year of upgradation or resurfacing – INR 5,000 per additional 10 m length per lane-km • Within 2 years – INR 3,000 per additional 10 mm additional 10 m length per lane-km • More than 2 years – NIL	10 days	INR 2,000 per day per lane-km beyond cure period, subject to maximum INR 10,000 per lane-km
5.	Bleeding	<1% area per lane km	Weekly			• Within 1 year of upgradation or resurfacing – INR 5,000 per lane-km per additional 1% area • Within 2 years – INR 3,000 per lane-km per additional 1% area • More than 2 years – NIL	10 days	INR 2,000 per day per lane-km beyond cure period, subject to maximum INR 10,000 per lane-km
6.	Edge Deformation / Breaking	<1 m for any 100 m section and width < 0.1	Weekly			NIL	Authority / Independent Engineer / PMU to conduct inspection and suggest appropriate cure period and	

DE(elect) DE(PH) DE (traffic) DE(C-1) DE(C-2) DE(C-3) DE(H-2)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
		m at any location, restricted to 30 cm from edge					penalties, subject to maximum of 0.5 X the estimated repair cost.	
7.	Roughness BI	2000 mm	Bi-Annually	Class I Profilometer SCRIM (Sideway-force Coefficient Routine Investigation Machine or equivalent)	Class I Profilometer: ASTM E950 (98) :2004 –Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	NIL. All these tests will also be conducted prior to issuance of completion certificate for upgradation and / or resurfacing works	180 days	INR 10,000 per lane-km per month of continued non-compliance during O&M, subject to maximum INR 50,000 per lane-km
8.	Skid Number	60 SN	Bi-Annually				180 days	INR 10,000 per lane-km per month of continued non-compliance during O&M, subject to maximum INR 50,000 per lane-km
9.	Extent of pavement markings	>70% marking remaining	Bi-Annually	Visual assessment	Annexure-F of IRC:35-2015		Category-1 Defect as per IRC – within 72 hours Categor-2 Defect as per IRC – within 2 months	Cat-1 Defect INR 10,000 per observed road stretch where defect is identified per day of delay beyond the stipulated rectification period, subject to a maximum of INR 1,00,000 Cat-2 Defect

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DE(elect) DE(PM) DE(Horti) DE(C-1) DE(C-2) DE(C-3) DE(Tu-2)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
								INR 10,000 per observed road stretch where defect is identified per month of delay beyond the stipulated rectification period, subject to a maximum of INR 1,00,000
10.	Visibility & reflectivity of pavement markings	Minimum retro-reflectivity during service life: Cement concrete pavement: ≥ 130 mcd/m²/lux Bituminous pavement: ≥ 100 mcd/m²/lux	Bi-Annually		Annexure-D and E of IRC:35-2015	NIL. All these tests will also be conducted prior to issuance of completion certificate for upgradation and beautification and / or resurfacing works	Cat-1 Defect – within 72 hours	Cat-1 Defect: INR 10,000 per observed road stretch where defect is identified per day of delay beyond the stipulated rectification period, subject to a maximum of INR 1,00,000
11.	Shape and position of road signs	All road signs shall conform to prescribed shape, size, colour, etc.	Weekly	Visual assessment with video/image backup	IRC:67 – 2012		72 hours in case of mandatory signs, cautionary signs, informatory signs 10 Days in case of gantry / cantilever sign boards	INR 1,000 per sign per day of delay beyond the cure, subject to a maximum of INR 5,000 per sign

DE(Project) DE(PM) DE(Monthly) DE(C-1) DE(C-2) DE(C-3) DE(PM-2)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
12.	Retro-Reflectivity of Road Signs	Shall meet minimum reflectivity levels and ensure clear legibility at night	Bi-Annually	Testing of each signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.	IRC:67 – 2012		48 hours in case of mandatory signs, cautionary signs, informatory signs 10 Days in case of gantry / cantilever sign boards	INR 1,000 per sign per day of delay beyond the cure, subject to a maximum of INR 5,000 per sign
13.	Reflective Pavement Markers (road studs)	Numbers and functionality as per specifications as intended	Weekly		IRC: SP:84-2014 and IRC:35-2015	NIL. All these tests will also be conducted prior to issuance of completion certificate for upgradation and beautification and / or resurfacing works	Within 1 month	INR 2,000 per 100 m stretch per week of non-compliance beyond the stipulated rectification period, subject to a maximum of INR 10,000 per 100 m stretch
14.	Kerb Height	Shall conform to prescribed dimensions and tolerances for the applicable road type and location	Bi-Annually	Use of distance measuring tape	IRC 86:1983		Within 1 month	INR 2,000 per location per day of delay beyond the stipulated rectification period, subject to maximum INR 10,000 per location
15.	Kerb Painting	Shall be clearly visible, free from peeling,	Weekly	Visual with video/image backup	IRC 86:1983		Within 10 days	INR 1,000 per 100 m length per day of delay

DE(Elect) DE(PH) DE(Health) DE(C-1) DE(C-2) DE(C-3) DE(K-11)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
		fading or patchiness, and maintained in good condition						beyond the stipulated rectification period, subject to maximum INR 5,000 per 100 m length

Key KPIs for road and cleaning works and associated penalties for non-compliance

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
Road Sweeping								
16A.	Street Sweeping (Mechanized) – Road Carriageway Elements	100% of lane-kilometers to be swept daily; no visible dust, silt, litter or debris on carriageway/ medians / service roads	Daily	Mechanized sweeping machines with GPS tracking, HD cameras (front & rear), logbooks, photographic and video records	MoRTH specifications, Swachh Bharat Mission (Urban) guidelines, CPHEEO Manual on Solid Waste Management, and project-specific service level requirements	INR 200 per lane km per occurrence	Immediate or as directed by the Authority / PMU / Independent Engineer	Additional penalty of INR 500 per lane km for each day of delay beyond the cure period, escalating on a per-day basis until compliance is achieved
16B.	Cleaning of non-carriageway elements	As per Table 4 of Schedule N	As per Table 4 of Schedule N	NA	NA	INR 200 per km per occurrence	Immediate or as directed by the Authority / PMU / Independent Engineer	Additional penalty of INR 500 per km for each day of delay beyond the cure period, escalating on a per-day basis until compliance is achieved
Waste Collection and Disposal								

DE(elect) DE(H) DE(Horti) DE(C-I) DE(C-2) DE(PH-I) DE(C-3)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
17.	Waste Collection, Transport & Disposal	100% waste to be transported only to Authority-designated dumping sites; no unauthorized dumping	Daily	GPS-enabled support vehicles / tippers for waste transportation	SWM Rules, C&D Waste Rules, NGT directions	• INR 10,000 per incidence for dumping at unauthorized locations	Immediate removal and disposal at designated site	INR 25,000 per day until waste is removed and site restored
Drainage Cleaning								
18.	Cleaning of roadside drainage (gullies, catch pits, frames and covers)	Shall be free from disposed sediments, extraneous debris or vegetation growth etc. blocking flow of water	Weekly	Manual inspection of site		INR 500 per drain per km	Within 07 days	INR 1,000 per drain per km per day of delay beyond the stipulated rectification period, subject to maximum INR 5,000 per drain per km
19.	Rectification of manhole and road drainage cover frame	Shall be covered with proper size cover/ grating	Weekly	Manual inspection of site		INR 2,000 per cover/frame per day	Same days (to avoid any accident)	INR 5,000 per cover frame per day of delay beyond the stipulated rectification period, subject to maximum INR 10,000 per cover

Key KPIs for electrical works and associated penalties for non-compliance

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Penalty for Occurrence	Rectification time / Cure Period	Penalty for Delay in Rectification
20.	Street and Decorative Lighting System (including	95% Street Lights should be in always working condition	Daily Night Patrolling	Visual Inspection		If more that 5% Street lights will be found non-	Within 2 days	INR 5,000 per day per km

	street bulbs and luminaries)	from sunset to sunrise (ensuring visibility during from evening to dawn)				functional per Km - INR 1,000 will be imposed per KM.		beyond cure period

Key KPIs for horticulture works and associated penalties for non-compliance

The Authority / PMU shall carry out weekly inspections of horticulture works to assess compliance with the prescribed performance standards and KPIs. In the event that any deficiency, defect, or non-compliance is observed during such inspections, the same shall be recorded and communicated to the Concessionaire.

Where the Concessionaire fails to rectify the identified deficiencies within the stipulated rectification or cure period, the Authority / PMU shall be entitled to levy penalties in accordance with the applicable penalty schedule. Such penalties shall be without prejudice to the Authority's rights to require rectification of the defects, withhold payments, or take any other action permissible under the Contract.

The imposition of penalties shall not relieve the Concessionaire of its obligation to maintain the horticulture works in accordance with the performance standards specified under the Contract.

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Rectification time / Cure Period	Penalty for Delay in Rectification
21.	Watering of plants, shrubs & trees	Adequate watering to ensure healthy growth and survival of plantation; no wilting, drying or mortality due to lack of watering	Weekly	Visual inspection with photo/video backup	MoRTH O&M practices CPWD Specifications (Horticulture)	Within 5 days	INR 1000 per instance for trees / per sqm in case of shrubs
23.	Pruning / trimming of plants & trees for electrical works only	Proper pruning carried out to prevent obstruction to sight distance, signage, lighting	Monthly	Visual inspection with photographic record	IRC: SP:21 (Roadside landscaping – general guidance) CPWD Horticulture Specs	Within 5 days	INR 1000 per instance for trees / per sqm in case of shrubs

DE(elect) DE (PH) DE(Horti) DE (E-1) DE (E-2) DE (E-3)

#	Performance parameter	KPI benchmark	Inspection Frequency	Tool / equipment	Standards and References for Inspection and Data Analysis	Rectification time / Cure Period	Penalty for Delay in Rectification
		and carriageway; no overgrowth					
25.	Replacement of dead / damaged plants	100% replacement of dead, diseased or damaged plants to maintain intended plantation density	Monthly	Visual inspection with count verification	MoRTH Plantation & Landscaping norms	Within 5 days	INR 1000 per instance for trees / per sqm in case of shrubs
26.	General upkeep & cleanliness of landscaped areas	Landscaped areas free from weeds, litter, debris and construction waste; aesthetically maintained	Weekly	Visual inspection with photo/video backup	CPWD Horticulture Specifications	Within 5 days	INR 1000 per sqm of landscaped areas

DE(Elect) DE(PH) DE(Hort) DE(C-1) DE(C-2) DE(C-3)

SCHEDULE – W
ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the day of 20_____ AMONGST

1 .....Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at..... (hereinafter referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 ..... (insert name and particulars of Lenders' Representative) and having its registered office at..... acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 .....(insert name and particulars of the Escrow Bank) and having its registered office at..... (hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 The _____, established under the _____, represented by its _____ and having its principal offices at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Concession Agreement dated with the Concessionaire (the "Concession Agreement") for the _____ Project (the "Project") _____ basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

DE(elect) DE(PH) DF(Health) DE(C-1) DG(C-2) DG(C-3) DF(Pun...)

1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

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

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2. **Interpretation**

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

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

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

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

2. **ESCROW ACCOUNT**

2.1. Escrow Bank to act as trustee

2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the

DE(CEO) DE(PH) DE(Hospital) DE(C-1) DE(C-2) DE(C-3) DE(C-4)

Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment and operation of Escrow Account

2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. Escrow Bank's fee The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. Rights of the Parties Save and except as otherwise provided in the Concession Agreement, the rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6. Substitution of the Concessionaire The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;

(b) All funds received by the Concessionaire from its shareholders, in any manner or form;

DE(elect) DE(PM) DE(Monthly) DE(-1) DE(-2) DE(-3) Page 59 of 59

(c) Any other revenues; rentals, deposits or capital receipts, as the case may be, from or in respect of the Project; and
(d) All proceeds received pursuant to any insurance claims.

3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Monies disbursed by the Authority to the Concessionaire;
(b) Termination Payments

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any amounts due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3. Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

4.1.1. At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Deleted;
(c) All payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
(e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of the Concession Agreement, and certified by the Authority as due and payable to it;
(f) Any amounts due and payable to the Authority;
(g) Monthly proportionate provision of Debt Service due in an Accounting Year;
(h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement;
(i) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
(j) any reserve requirements set forth in the Financing Agreements; and

DE(elect) DE(PH) DE(Mumbai) DE (C-1) DE(C-2) DE(C-3)

(k) Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Deleted;
(c) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including any claims in connection with or arising out of Termination;
(e) Retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 33 of the Concession Agreement;
(f) Outstanding Debt Service including the balance of Debt Due;
(g) Outstanding Subordinated Debt;
(h) Incurred or accrued O&M Expenses;
(i) Any other payments required to be made under the Concession Agreement; and
(j) Balance, if any, in accordance with the instructions of the Concessionaire: Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3. Application of insufficient funds:
Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. Application of insurance proceeds
Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5. Withdrawals during Suspension
Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 30 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

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5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2. Notification of balances

7(seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any SubAccount in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

DE(elect) DE(PH) DE(Hosp?) DE(c-1) DE(c-2) DE(c-3)

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1. Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub- Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. INDEMNITIES

9.1. General Indemnity

9.1.1. The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

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

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

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. DISPUTE RESOLUTION

10.1. Dispute resolution

10.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. 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 and Conciliation Act, 1996.

10.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1. Governing law and jurisdiction

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

11.2. Waiver of sovereign immunity The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

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(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3. Priority of agreements

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

11.4. Alteration of terms

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

11.5. Waiver

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

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

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

11.7 Survival

11.7.1. **Termination of this Agreement:**

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

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

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

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

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11.9 Successors and assigns

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

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

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

11.12 Authorized representatives

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

11.13 Original Document

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

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the day of 20 hereunto affixed in the presence of , Director, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof

SIGNED SEALED AND DELIVERED For and on behalf of SENIOR LENDERS by the Lender's representative:

[5]To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

(Signature)

(Name)
(Designation)

(Signature)

(Name)
(Designation)

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(Address)

(Fax No.)

(E-mail address)

SIGNED, SEALED AND
DELIVERED
For and on behalf of
THE ESCROW BANK by

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

SIGNED, SEALED
In the presence of:

(Address)

(Fax N°)

(E-mail address)

SIGNED, SEALED AND
DELIVERED
for and on behalf of
THE AUTHORITY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

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SCHEDULE - X

SUBSTITUTION AGREEMENT

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

AMONGST

1 The Greater Mohali Area Development Authority, established under the _____, represented by its _____ and having its principal offices at _____ (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

2 _____Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at _____ (Hereinafter referred to as the **"Concessionaire"** which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

3 _____ (insert name and particulars of Lenders' Representative) and having its registered office at _____ acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated_____ with the Concessionaire (the **"Concession Agreement"**) for the _____ (the "Project"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

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

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

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

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

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1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them: **"Agreement"** means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company"** means a company, incorporated under the provisions of the Companies Act, 1956, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1;

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

1.2. **Interpretation**

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

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

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

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

2. **ASSIGNMENT**

2.1. **Assignment of rights and title**

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

3. **SUBSTITUTION OF THE CONCESSIONAIRE**

3.1. **Rights of substitution**

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

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

3.2. **Substitution upon occurrence of Financial Default**

3.2.1. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive

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evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2. Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 30 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3. Substitution upon occurrence of Concessionaire Default

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

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

3.4. Procedure for substitution

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

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

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

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

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

3.4.5. The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.5. Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer / assignment of the Concession in favor of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1. Substitution of Nominated Company in Project Agreements

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

5. TERMINATION OF CONCESSION AGREEMENT

5.1. Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 31 of the Concession Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof

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as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3. Realization of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realization of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1. Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- Termination of the Agreement; or
- No sum remains to be advanced and no sum are outstanding to the Senior Lenders, under the Financing Agreements

7. INDEMNITY

7.1. General indemnity

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

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

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

7.2. Notice and contest of claims

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

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8. DISPUTE RESOLUTION

8.1. Dispute resolution

8.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. 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 provisions of the Arbitration and Conciliation Act, 1996.

8.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

9. MISCELLANEOUS PROVISIONS

9.1. Governing law and jurisdiction

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

9.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

9.3. Priority of agreements

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

9.4. Alteration of terms

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

9.5. Waiver

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

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a

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Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6. No third party beneficiaries

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

9.7. Survival

9.7.1. **Termination of this Agreement:**

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

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

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

9.8. Severability

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

9.9. Successors and assigns

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

9.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. Language

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

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9.12. Authorized representatives

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

9.13. Original Document

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

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the... .....day of the .....20.....here unto affixed in to the presence of.....the Director, who has signed these presents in token thereof, ...Company Secretary /Authorized Officer who has countersigned the same in token thereof*.	SIGNED, SEALED AND DELIVERED For and behalf of THE AUTHORITY by:
(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)	(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

DE(elect) DE(PH) DE(Transport) DE(G-1) DE (G-2) DE (G-3) DE (M-2)

SIGNED, SEALED AND DELIVERED
For and on behalf of

_____
SENIOR LENDERS by the
Lenders' Representative:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)
In the presence of: 1. 2.

DE (elect) DE(PH) DE(Health) DE(C-1) DE(C-2) DE(C-3)

DRAFT CONCESSION AGREEMENT

for

Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali in the State of Punjab under the "Mohali Next-Gen Roads Program"

On

Hybrid Annuity Mode (the Project)

February 2026

DE(elect) DE(PH) DE(Hqrs) DE(E-1) DE(E-2) DE(E-3)

Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

Part I
Preliminary

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

CONCESSION AGREEMENT

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

BETWEEN

1 THE GREATER MOHALI AREA DEVELOPMENT AUTHORITY, established under the _____, represented by its _____ and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part;**

AND

2 _____PVT LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN _____ and having its registered office at ... ., (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Other Part.**

WHEREAS:

(A) The Government of Punjab, under the Mohali Next Gen Roads Program, had entrusted to the Authority the Upgradation, Resurfacing and Beautification of the Roads and associated Junctions in Mohali **in the State of Punjab** (the **"Project"**) on the **"Hybrid Annuity Mode"** basis the terms and conditions to be set forth in a Concession Agreement to be entered into.

(B) The Authority had adopted a single stage two envelope bidding process and accordingly invitedproposals by its Request for Proposals dated *** (the "**Request for Proposals" or "RFP")** for qualification and short listing of bidders for upgradation, resurfacing, beautification and maintenance of the above referred Project on Hybrid Annuity Mode.

(C) The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited Bids comprising Technical and Financial Bids from the Bidders for undertaking the Project.

(D) After evaluation of the Bids received, the Authority had technically qualified certain Bidders including, *interalia*, the Selected Bidder comprising..... ,..... and accepted the Financial Bid of the Selected Bidder and issued its Letter of Award No. .....dated (hereinafter called the **"LOA"**) to the Selected Bidder requiring, inter alia, the execution of this Concession Agreement within 28 (Twenty-Eight) days of the date of issue thereof.

(E) The Selected Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and} has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.

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(F) {By its letter dated_____, the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof and has delivered to the Authority a legal opinion with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof.}

(G) The Authority has {agreed to the said request of the Selected Bidder and the Concessionaire, and has} accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on Hybrid Annuity Mode, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

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ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 42) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the Upgradation or interpretation of this Agreement;

(e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

(f) references to "Upgradation" or "building" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the Upgradation Works, and "upgrade" or "build" shall be construed accordingly;

(g) references to "development" include, unless the context otherwise requires, Upgradation, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(i) any reference to day shall mean a reference to a calendar day;

(j) Reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

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(l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as-may be extended pursuant to this Agreement;

(m) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) References to any gender shall include the other and the neutral gender;

(p) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

(q) "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

(s) save and except as otherwise provided in this Agreement, 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; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorization, notice, communication, information report or any other correspondence required under or pursuant to this Agreement from or by any Party or the PMU shall be valid and effective only if it is routed through the Authority (unless the law requires to send such notice, communication, etc, through physical/any other specified mode only) under the hand of a duly authorized representative of such Party or the PMU, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement and the Request for Proposals ("RFP") forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

(w) 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 (the "Damages"); and

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(x) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/ or the PMU shall be provided free of cost and in three copies, and if the Authority and/or the PMU is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of Upgradation, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Schedules shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

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

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

Part II
The Concession

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ARTICLE 2: SCOPE OF THE PROJECT

2.1 Scope of the Project

The Scope of the Project (the "Scope of the Project") shall mean and include, during the Concession Period:

(a) Preparation of design proposals, drawings and other aspects of the Roads and Junctions covered under Phase – 1, 2 and 3 of the Project, based on the details specified in Schedule – B and as per Scope of Work in Schedule G;

(b) Upgradation, Resurfacing and Beautification of the Carriageways, Road Stretches and Junctions of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities (if any) as specified in Schedule-B, and in conformity with Scope of Work defined in Schedule G, and with the Manuals, Standards and Guidelines set forth in Schedule-I;

(c) Operations and Maintenance of the Project in accordance with the provisions of Schedule – G and this Agreement; and

(d) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

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ARTICLE 3: GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and Authrotiy to upgrade, construct, resurface and beautify the roads and junctions covered under the Project as per times lines defined in Schedule M and operate & maintain the Project for 10 (ten) years commencing from Appointed Date (the "Concession"), and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) Right of Way, access and license to the roads and junctions covered under the Project Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) Upgradation of Carriageways and resurfacing of the roads and junctions under Phase 1 and 2 of the Project and beautification of the roads and junctions under Phase 1, 2 and 3, as per the Schedules to the Concession Agreement;

(c) manage and maintain the Project;

(d) perform and fulfill all of the Concessionaire's obligations under and in accordance with this Agreement;

(e) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and

(f) neither assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

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ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 22, 28,38 and 41, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 **(the "Conditions Precedent")**.

4.1.2 The Concessionaire has provided the applicable Performance Security(ies) to the Authority before the date of this Agreement, in line with Article 9 of the Agreement. The Authority shall be required to fulfill the Conditions Precedent, as stipulated in Clause 4.1.2, within a period of 45 (forty-five) days thereafter. The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire the Right of Way to the Roads, Carriageways and junctions covered under Phase I and the roads and junctions (less carriageways) of Phase 2 & 3, for which the beautification works are required to be carried out, in accordance with the provisions of Clauses 10.3.1 and 10.3.2;
Note: This Condition Precedent shall be fulfilled by the Authority once all the Conditions Precedent of Concessionaire have been complied with.

(b) procured all Applicable Permits forming part of the Right of Way under Clause 10.3.1 and 10.3.2;

(c) procured forest clearance (if any) for and in respect land forming part of the Right of Way under Clause 10.3.1 and 10.3.2, save and except permission for cutting trees;

(d) appointed a Project Management Unit (PMU), for the monitoring of the Project;

(e) provided comments (if any) and/ or approved the design proposal & drawings for the Roads, Carriageways and Junctions covered under Phase-1 of the Project along with the upgradation elements (less carriageways) under Phase 2 and 3 for which beautification works is required to be started from the Appointed Date, within a period of 7 (seven) days from the date of submission of Design Proposal & Drawings by the Concessionaire in accordance with Clause 1 of Schedule G.

(f) opened a dedicated project account to be used for making regular payments to the Concessionaire. Here, the Authority shall maintain, a balance equivalent to a minimum 3 (three) months of payments payable to the Concessionaire.

Provided that the Authority shall be entitled to an additional period, not exceeding 30 (thirty) days beyond the initial period of 45 days without being liable for payment of any damages, for fulfillment of the Conditions Precedent set forth in this Clause.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 45 (forty-five) days from the date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) executed and procured execution of the Escrow Agreement;

(b) executed and procured execution of the Substitution Agreement;

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(c) Conduct Initial Surveys and Design for the Roads, Carriageways and associated Junctions under Phase–1 as stipulated in Schedule-G, within a period of 21 (twenty-one) days from the date of signing of the Agreement.

(d) prepared Design Proposals and Drawings, for the Roads, Carriageways and associated Junctions, comprising of the design proposals, drawings and other aspects based on the provisions as stipulated in Schedule-G, within a period of 28 (twenty-eight) days from the date of signing of the Agreement. The Concessionaire shall be required to incorporate the comments/ suggestions as received from the Authority and re-submit the revised Design Proposal to Authority for approval, within 7 (seven) days from the date of receipt of the comments from Authority;[1]

Note: During the Conditions Precedent Period, the Design Proposals & Drawings shall be prepared for the roads, carriageways and junctions covered under Phase – 1, along with the roads & junctions (less carriageways) of Phase-2 and 3 for which the beautifications works shall be initiated from Appointed Date.

(e) procured all the Applicable Permits specified in Schedule-J unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;

(f) achieved Financial Closure of the Project and submitted the financing agreements (3 copies) to the Authority;

(g) delivered to the Authority confirmation of the correctness of the representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1 of this Agreement.

(h) Undertake joint site inspection (along-with the representatives of the Authority) of the Site, including the existing road, carriageways, shoulders, drains, trees, signage, utilities, and immovable structures etc., prior to handover

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible. Subject only to payment of Damages, it is agreed between the Parties that the obligation to fulfill each parties' Conditions Precedent is an independent obligation of the respective Party.

4.1.5 The Parties shall notify each other in writing at least once every fortnight on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Applicable Performance Security for each day's delay until

[1] The Successful Bidder may initiate the process of Design Proposals and Drawings, as per Schedule B after issuance of LOA to adhere to the timelines.

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the fulfillment of such Conditions Precedent, subject to the maximum limit equal to 20% of the Applicable Performance Security and upon reaching such limit, the Concessionaire may, in its sole discretion terminate the Agreement. The Damages payable hereunder shall be the sole remedy available to the Concessionaire for delay by the Authority.

Provided further that in the event of delay by the Concessionaire in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.3, no Damages shall be due or payable by the Authority under this Clause 4.2 until the date on which the Concessionaire shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.3.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Applicable Performance Security for each day's delay until the fulfillment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to the maximum limit equal to the Applicable Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided further that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Commencement of Concession Period

The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied shall be the Appointed Date which shall be the date of commencement of the Concession Period. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence the Project.

4.5 Deemed Termination upon Delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of the Agreement, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 6 (six) months of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the non-occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the subsisting Performance Security and the Additional Performance Security, if any, of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

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ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, upgradation and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Concessionaire shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;

(c) perform and fulfill its obligations under the Financing Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) ensure to comply with the Project Completion Schedule as provided in Schedule – M and all other relevant schedules to the Concession Agreement;

(f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(g) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(i) transfer the Project to the Authority upon Termination of this Agreement, in accordance with the provisions of this Agreement.

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5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire and shall respond to the request for consent no later than 30 days from the receipt of such request from the Concessionaire.

5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority and / or Lenders Representative to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). Further, it is clarified that in case both the Authority and Lenders' Representative decide to exercise their right to step-in, the Authority shall have the sole right to step into the Project Agreements. For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies)

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of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of sub Contractor for execution of the EPC and or O&M works shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously and no later than 30 days from the date of receipt of the proposal alongwith the draft agreement by the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Concessionaire; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may

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be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Obligations relating to employment of foreign nationals

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

5.5 Obligations relating to employment of trained personnel

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

5.6 Deleted

5.7 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.

5.8 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

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ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with the Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and maintenance of the Project;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;

(d) Deleted

(e) Subject to and in accordance with Applicable Laws, grant to the Concessionaire the authority to regulate use of the Project;

(f) Assist the Concessionaire in procuring police assistance for regulation of Users, removal of trespassers and security on or at the Project;

(g) Not do or omit to do any act, deed or thing which may in any manner is violating of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;

(j) make payments to the Concessionaire, as per Schedule – Q (Payment Schedule) of the Concession Agreement; and

(k) subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring approvals.

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6.3 Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. The Authority shall endeavor to convey its decision on such request of the Concessionaire within 30 days of receipt of the proposal by the Authority.

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ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) the selected bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement -will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(f) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) 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 its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

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(j) it has complied with Applicable Laws in all material respects 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 a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the Selected Bidder, together with its Associates, hold not less than

(i) 100% (hundred percent) of its issued and paid up Equity till 2 (two) years from the date of this Agreement

(ii) 51% (fifty percent) till the end of Concession Period;

Provided further that any such request made under Clause 7.1(k) and / or Article 42, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders

(l) the selected bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with {itself/the Concessionaire} pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(m) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it Subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(n) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

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

(p) all information provided by the selected bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(q) All undertakings and obligations of the Concessionaire arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

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7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

(c) It has the financial standing and capacity to perform its obligations under this Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) 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 Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) It has complied with Applicable Laws in all material respects;

(g) It has the right, power and authority to manage the Project; and

(h) It shall procure good and valid right to the Site, and has power and authority to grant a license in respect thereto to the Concessionaire.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

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ARTICLE 8: DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

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Part III
Development and Operations

ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire, for the performance of its obligations hereunder, shall be required to furnish a Upgradation Performance Security and an Operation & Maintenance (O&M) Performance Security, in the form of Account Payee, Demand Draft / Fixed Deposit Receipt/ Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-bank guarantee), as per the format set forth in Schedule-K (together called the "Performance Security").

9.1.2 The Upgradation Performance Security, for an amount of INR _____ Crore, which is equivalent to 5% (five percent) of Payment A, B, C and D, shall be submitted by the Concessionaire within 28 (twenty-eight) days from the date of issuance of the Letter of Award (LOA) to the Selected Bidder.

9.1.3 The Concessionaire, shall be allowed to replace Upgradation Performance Security as per below schedule:

i) The Upgradation Performance Security, submitted as per clause 9.1.2 above, shall remain valid till Date B as defined in Schedule M and submission of a fresh Performance Security for an amount equivalent to 5% of Payment B, C and D.

ii) The fresh Upgradation Performance Security for an amount equivalent to 5% of Payment B, C and D shall remain valid till Date D as defined in Schedule M and submission of a fresh Performance Security for an amount equivalent to 5% of Payment C and D.

iii) The fresh Upgradation Performance Security for an amount equivalent to 5% of Payment C and D shall remain valid till Date F as defined in Schedule M and submission of a fresh Performance Security for an amount equivalent to 5% of Payment D.

iv) The fresh Upgradation Performance Security for an amount equivalent to 5% of Payment D shall remain valid till Date H as defined in Schedule M.

9.1.4 The Operation & Maintenance (O&M) Performance Security, for an amount of INR _____ Crore, which is equivalent to 3% (three percent) of Payment E, shall be submitted by the Concessionaire within 28 (twenty-eight) days from the date of issuance of the Letter of Award (LOA) to the Selected Bidder. The same shall be kept valid till the end of the Concession Period.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the applicable Performance Security corresponding to the subject default, the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the applicable Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to the original level of the applicable Performance Security, and in case of appropriation of the entire applicable Performance Security provide a fresh applicable Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 31.

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Provided that upon appropriation on account of Concessionaire's Default the Concessionaire shall replenish the applicable Performance Security and upon such replenishment or furnishing of a fresh applicable Performance Security, as the case may be within 30 days of such appropriation.

9.3 Release of Performance Security

The applicable Performance Security shall remain in force and effect as per Clause 9.1 above; provided, however, that the applicable Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the applicable Performance Security along with the particulars which establish satisfaction of the requirements specified in this Article, the Authority shall release the applicable Performance Security forthwith.

9.4 Deleted

9.5 Deleted

9.6 References to Performance Security

References to Applicable Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the applicable Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire.

9.7 Additional Performance Security

The Concessionaire shall along with the Applicable Performance Security provided to the Authority as an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable and unconditional Bank Guarantee (including e-bank guarantee) from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)2 in the form set forth in Schedule-___ (the "Additional Performance Security"), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The Additional Performance Security (if any) shall be an obligation to be fulfilled before the signing of the Concession Agreement. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.

9.8 Appropriation and Release of Additional Performance Security

Notwithstanding anything contrary contained in this Agreement, if this Agreement is terminated, except for Authority Default or due to the Force Majeure, prior to achievement of any of the Project Milestones, the Authority shall have the right to encash the Additional Performance Security in addition to the applicable Performance Security. However, the Additional Performance Security shall be released upon the completion of milestone corresponding to Date B as defined in Schedule M

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ARTICLE 10: RIGHT OF WAY

The Site

The site of the Project shall comprise the roads and junctions along with adjoining RoW covered under Phase 1, 2 and 3 and as described in Schedule-B and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "Site"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the RoW required for the Project as set forth in Schedule-B.

The handing over of the Roads and associated Junctions of Phase –1, Phase –2 and Phase – 3 shall be as per Schedule-B and as per procedure detailed below.

10.2 License, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Conditions Precedent Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Project, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and license rights in respect of all the RoW comprising the Site for Phase-1, Phase – 2 and Phase -3 which is described, delineated and shown in Schedule-B hereto (the "Licensed Premises"), on an "as is where is" basis, free of any Encumbrances, to develop/ upgrade, resurface and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. However, it is made clear that the Authority shall hand over the Roads, carriageways and associated Junctions as per Schedule B and only for undertaking works described in Schedule G.

10.2.3 The license, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that at least one side of the road under the Project or an alternative thereof are open to traffic at all times during the Concession Period.

10.2.4 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-licensees, the license in respect of the Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.5 The Concessionaire hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or

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surrender of the license granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, structures, road works, trees and any other immovable property on or attached to the Site for all the Phases 1, 2 and 3. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. The handing over of the roads and junctions under the Project shall conform to the provisions as detailed out in Schedule-B of the Concession Agreement. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid license and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid license and Right of Way with respect to the parts of the Site as set forth in the Appendix and as has been detailed out in Schedule B of the Concession Agreement shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date or the Handover Date for Phase –2 carriageways, as mentioned in Schedule-B (as the case may be), the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include land/RoW which in any manner prevent the Concessionaire from undertaking upgradation and O&M of the Project to the extent of at least 80% (eighty per cent) of the length thereof. For the avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land/ RoW which may prevent the Upgradation Works and O&M of any critical element of the Project without which the Completion Certificate may not be granted. The Parties also acknowledge and agree that the conditions specified in this Clause 10.3.2 shall not be modified or waived by either Party.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the

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Appointed Date or Handover Date for pending Phase –2 roads' carriageway (as the case may be), the Right of Way to the Concessionaire in respect of all land/RoW included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire.

10.3.5 Upon receiving Right of Way in respect of any land/RoW included in the Appendix, the Concessionaire shall complete the Upgradation Works (Schedule G Sub Clause 2, 3 and 4) thereon within a reasonable period to be determined by the PMU in accordance with Good Industry Practice; provided that the issue of Completion Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any upgradations on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Upgradation Works on all lands for which Right of Way is granted, shall be completed on or before the dates as specified in Schedule M. It is also expressly agreed that completion of the respective Upgradation Works within the time determined by the PMU hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.3.2.

10.3.6 The Authority shall include additional length of roads / junctions under Upgradation Works specified in Change of Scope Order issued under Article 16, in accordance with the provisions of this Agreement, and upon inclusion thereof, such additional roads/ junctions shall form part of the Site.

10.3.7 The Parties expressly agree that the obligation to provide roads for 80% (eighty per cent) of the Site shall mean and imply provision of road length that shall enable the Concessionaire to undertake the upgradation and resurfacing and / O&M on at least 80% (eighty per cent) of the length of the roads covered under the Project.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Protection of Site from Encumbrances

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required

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by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

10.7 Access to the Authority and PMU

The license, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the PMU and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

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10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government - Instrumentality within a reasonable period so as to enable the Concessionaire to continue its Upgradation Works with such modifications as may be deemed necessary.

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ARTICLE 11: UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

11.2.1 The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or maintenance of the Project in accordance with this Agreement, as per the scope given in Schedule G and in accordance with applicable standards and specifications of concerned utility owning entity. The cost of shifting of such utilities shall be prepared by the entity owning the utility and the same shall be payable to the Concessionaire by the Authority. The Concessionaire shall execute such utility shifting works under the supervision of utility owning agency and PMU in accordance with the provision of Agreement. In the event of any delay in shifting thereof, the Concessionaire shall be responsible for failure to perform any of its obligations hereunder if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

The dismantled material/ scrap of existing Utility to be shifted/ dismantled shall belong to the entity owning the utility, who would be free to dispose-off the dismantled material as deemed fit by them. The work of shifting of utilities can be taken up by the Concessionaire any time after signing of the Agreement.

11.3 New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.3 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority and Concessionaire for this purpose if and only if such trees cause a material adverse effect on the upgradation, resurfacing or maintenance of the Project. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its

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obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

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ARTICLE 12: UPGRADATION WORKS OF THE PROJECT

12.1 Obligations prior to commencement of Upgradation Works

In addition to its obligations of the Project during the Conditions Precedent Period, prior to commencement of Upgradation Works, the Concessionaire shall:

(a) submit to the Authority and the PMU its detailed design, upgradation & resurfacing methodology, quality assurance procedures, and the procurement, engineering and upgradation time schedule for completion of the Project in accordance with Schedule M. It is to be noted here that (i) First detailed design proposal covering roads & junctions under Phase 1 and the roads & junctions (less carriageways) for beautification works under Phase 2 & 3, shall be prepared during the Condition Precedent Period and (ii) the second detailed design/ DPR covering the pending carriageways under Phase – 2, shall be prepared by the Concessionaire prior to Date C, as indicated in Schedule M. The timelines of preparation, submission and approval for Phase - 2 carriageways shall be considered same as mentioned in the Conditions Precedent Period;

(b) Appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of Upgradation under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and

(d) Make its own arrangements for quarrying and procurement of materials needed for the Project under and in accordance with Applicable Laws and Applicable Permits.

12.2 Drawings

In respect of the Concessionaire's obligations relating to the Drawings/ Typical Sections of the Project as set forth in the Schedules, the following shall apply:

(a) The Concessionaire shall prepare and submit, for each Phase, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, 3 (three) copies each of all Drawings/ Typical Sections to the PMU for review.

(b) By submitting the Drawings/ Typical Sections, for the roads and associated Junctions covered under each Phase, for review to the PMU, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field Upgradation criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the PMU shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Manuals, Standards & Guidelines. The Concessionaire shall not be obliged to await the observations of the PMU on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Upgradation Works at its own discretion and risk.

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(d) If the aforesaid observations of the PMU indicate that the Drawings/ Typical Sections are not in conformity with the Scope of the Project or the Specifications and Manuals, Standards & Guidelines, such Drawings/ Typical Sections shall be revised by the Concessionaire and resubmitted to the PMU for review. The PMU shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings/ Typical Sections.

(e) No review and/or observation of the PMU and/or its failure to review and/or convey its observations on any Drawings/ Typical Sections shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the PMU or the Authority be liable for the same in any manner

(f) Without prejudice to the foregoing provisions of this Clause 12.2, the Concessionaire shall submit to the Authority for review and comments, its Drawings/ Typical Sections relating to alignment of the roads and associated Junctions covered under each Phase under the Project and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings/ Typical Sections. The provisions of this Clause 12.2 shall apply mutatis mutandis to the review and comments hereunder.

(g) Within 90 (ninety) days of completion of Upgradation Works as per Schedule M (Date B/ D / F / H as the case may be), the Concessionaire shall furnish to the Authority and the PMU a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium or manner as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed/ upgraded, including an as- built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project.

12.3 Upgradation Works of the Project

12.3.1 On or after the Appointed Date, the Concessionaire shall undertake upgradation and O&M of the Project as specified in Schedule-B and G, and in conformity with the Specifications and Standards set forth in Schedule I.

12.3.2 (a) The Concessionaire shall upgrade, beautify and resurface the roads & junctions covered within the 3 (three) Phases in accordance with the Project Completion Schedule set forth in Schedule-M. In the event that the Concessionaire fails to achieve Project Milestone B associated with "Completion of carriageway upgradation and beautification works for Phase 1 + Completion of beautification works for Phase 2 and Phase 3" as per Schedule M, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 1% (one per cent) of the amount of Payment A (as per Schedule Q) for delay of each week until such Project Milestone is achieved, to be calculated on pro-rata basis for week or part thereof. It is clarified that if the Damages are higher than the Applicable Performance Security, the Authority also has the right to deduct the aforementioned Damages from the payments due to the Concessionaire. In case such delay extends beyond 12 weeks, the Authority reserves the right to terminate the

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Concessionaire in accordance with the provisions of this Concession Agreement.

(b) In the event that the Concessionaire fails to achieve any of the Project Milestones D, F & H within a period of 30 (thirty) days from the date set forth for such Project Milestone in Schedule-M, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of applicable Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-M shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-M has been amended as above; For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.3.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.3.3 In the event that the Project is not completed within 90 (ninety) days from the milestones defined under Schedule M, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.4 Deleted

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ARTICLE 13: MONITORING OF UPGRADATION WORKS

13.1 Monthly progress reports

During the Upgradation Works, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the PMU a monthly report on physical and financial progress of the Upgradation Works and shall promptly give such other relevant information as may be required by the PMU.

13.2 Inspection

During the Upgradation Works, the PMU shall inspect the Project at least once a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Manuals, Standards and Guidelines. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the PMU shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Upgradation Works conform to the Manuals, Standards and Guidelines, the PMU shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Schedule – U of the Concession Agreement.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Upgradation Works, the Concessionaire shall carry out remedial measures and furnish a report to the PMU in this behalf. The PMU shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Upgradation Works into compliance with the Scope of Work, Manuals, Standards and Guidelines, and the procedure set forth in this Clause 13.3 shall be repeated until such Upgradation Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the PMU forthwith.

13.4 Delays during Upgradation

Without prejudice to the provisions of Clause 12.3.2, if the Concessionaire does not achieve any of the Project Milestones or the PMU shall have reasonably determined that the rate of progress of Upgradation Works is such that the Project is not likely to be completed by the timelines as specified in Schedule - M, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the PMU in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the said Milestone in conformity with Schedule M.

13.5 Suspension of unsafe Upgradation Works

13.5.1 Upon recommendation of the PMU to this effect, the Authority may by notice require the

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

Concessionaire to suspend forthwith the whole or any part of the Upgradation Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users and pedestrians. Provided, however, that in case of an emergency, the Authority may suo moto issue the notice referred to hereinabove.

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13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Upgradation Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the PMU to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the PMU, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 28.7, all reasonable costs incurred for maintaining and protecting the Upgradation Works or part thereof during the period of suspension (the **"Preservation Costs"**) shall be borne by the Authority; provided that if the suspension has occurred as a result of any breach of this Agreement by the Concessionaire, the Preservation Costs shall be borne by the Concessionaire.

13.5.4 If suspension of Upgradation Works is for reasons not attributable to the Concessionaire, the PMU shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the PMU.

13.6 Deleted

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ARTICLE 14: COMPLETION CERTIFICATE

14.1 Tests

14.1.1 No later than 30 (thirty) days prior to the likely completion of each Upgradation Works milestone of the Project, the Concessionaire shall notify the PMU of its intent to subject the Project to Tests. The date and time of each of the Tests shall be determined by the PMU in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the PMU may reasonably require for conducting the Tests. In the event of the Concessionaire and the PMU failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days' notice to the PMU, and in the event the PMU delays the Tests hereunder, the Authority shall impose penalties on the PMU and shall ensure that Tests are completed in time either by the PMU or any substitute thereof.

14.1.2 All Tests shall be conducted in accordance with Schedule-U at the cost and expense of the Concessionaire. The PMU shall observe, monitor and review the results of the Tests to determine compliance of the Project with Manuals, Specifications and Standards and if it is reasonably anticipated or determined by the PMU during the course of any Test that the performance of the Project or any part thereof does not meet the Manual, Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the PMU shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the PMU may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

14.2 Completion Certificate

Upon completion of Upgradation Works and the PMU determining the Tests to be successful, for each of the Phase, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-O (the "Completion Certificate for Milestone _____ as per Schedule M")

14.3 Deleted

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14.5 Withholding of Completion Certificate

14.5.1 If the PMU determines that specific Upgradation Works within the Project or any part of the Upgradation Works thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in use, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the PMU and after conducting its own inspection, if the Authority is of the opinion that the subject Upgradation Works of the Project is not fit and safe for service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the particular Phase of the Project or the entire Project (as the case may be) and direct the PMU to withhold issuance of the Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Deleted

14.6 Rescheduling of Tests

If the PMU certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

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ARTICLE 15: ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation

15.1.1 The respective Milestones, as defined in Schedule - M under the said Project shall be deemed to be complete when the Completion Certificate, as the case may be, of the respective Milestone, is issued under the provisions of Article 14, and accordingly the commercial operations of the Milestones under the Project shall be the date on which such Completion Certificate is issued.

15.2 As per Clause 12.3

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ARTICLE 16: CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope, which decision of the Authority shall be final and binding.

16.1.3 Any works or services which are provided under and in accordance with this Article 16 shall form part of the Project and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

16.2 Procedure for Change of Scope

16.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the PMU as reasonable.

16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the PMU, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

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16.2.4 The provisions of this Agreement, insofar as they relate to Upgradation Works and Tests, shall apply mutatis mutandis to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the PMU. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the PMU as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of the Project by the timelines as specified in Schedule - M; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be reckoned for purposes of determining completion of the Project.

16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 10% (ten per cent) of the Bid Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 25% (twenty five per cent) of the Bid Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.

16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and

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Standards and shall be carried out in a manner that minimizes disruption in operation of the Project. The provisions of this Agreement, insofar as they relate to Upgradation Works, O&M and Tests, shall apply mutatis mutandis to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

16.6.1 If the Concessionaire shall have failed to complete any Upgradation Works on account of Force Majeure or for reasons attributable to the Authority or under the provision of Clause 10.3.4 of this Agreement, the Authority shall follow the following process for calculation of total cost of reduced Scope
On direction by the Authority, the PMU to assess the cost of the reduced Scope, as per the schedule of rates applicable on the Bid Due Date and certified by the PMU.

On or before a Payment Milestone immediately succeeding the date of finalization of such Reduction in Scope, the Bid Project Cost shall be reduced by the Total Cost of Reduced Scope and all payments made or to be made to the Concessionaire shall be suitably adjusted and recoveries, if any, shall be made from the payment to be released on that Payment Milestone immediately succeeding the date of finalization of Reduction in Scope.
For the avoidance of doubt, it is agreed that upon the Reduction of Scope and revision of Bid Project Cost, all references to Bid Project Cost would mean the revised Bid Project Cost and all the payments would be calculated as per the revised Bid Project Cost.

16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply mutatis mutandis, and upon issue of Change of Scope Order by the Authority hereunder, the Concessionaire shall pay forthwith the sum specified therein.

16.7 Effect of Change in Scope on the O&M Costs

Pursuant to the provisions if this Article 16, if the Change in Scope leads to a reduction or increase in the length of the roads under any of the Phase, the O&M Payments as provided in Clause 23.7 shall be reduced or increased in proportion to the reduction or increase in the length of the roads.

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ARTICLE 17: OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

17.1.1 During the Concession Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement either by itself, or through the Contractor and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

(a) Procuring and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(b) Minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(c) Carrying out periodic preventive maintenance of the Project, as per Schedule - G;

(d) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, markings, lighting, signage and other control devices;

(e) Undertaking major maintenance such as resurfacing, repairs to structures, and repairs and refurbishment of system and equipment, as per Schedule- B and M;

(f) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;

(g) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorized entry to the Project;

(h) Protection of the environment and provision of equipment and materials thereof;

(i) Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(j) Undertake routine repair and rectification works of roads and associated junctions as per Schedule T;

(k) Complying with Safety Requirements in accordance with Article 18 and Schedule - V.

17.1.2 The Concessionaire shall remove promptly from the Project all surplus machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the location identified by the Authority and/or PMU.

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17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Concession Period; the Project conforms to the maintenance requirements set forth in Schedule-G (the **"Scope of Work"** and Schedule – T (the **"Key Performance Indicators"**).

17.3 Deleted

17.4 Deleted

17.5 Safety, breakdowns and accidents

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, closures, diversions, breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary lights and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project shall be limited to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the use of the Project. For this purpose, it shall maintain and operate a round-the-clock rescue post with equipment in accordance with Good Industry Practice.

17.6 Decommissioning Due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Project, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Authority Without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Concessionaire shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project and shall notify the Authority of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project and the re- commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Project closure

17.7.1 Save and except as provided in Clause 17.6, the Concessionaire shall not close any part of the Project

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for undertaking maintenance or repair works except with the prior written approval of the Authority / PMU. Such approval shall be sought by the Concessionaire through a written request to be made to the PMU, and a copy thereof furnished to the Authority, at least 7 (seven) days before the proposed closure and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the PMU shall grant permission with such modifications as it may deem reasonable and necessary in conformity with the Maintenance Manual and a copy of such permission shall be sent to the Authority.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to any closure for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the PMU as off-peak hours when usage of the Project is comparatively lower.

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated part of the Project for the period specified therein, and in the event of any delay in re-opening such part, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.5 % (zero point Five per cent) of the applicable Upgradation Performance Security or O&M Performance Security, for each day of delay until that part of the Project has been re-opened for use.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements/ Key Performance Indicators within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages as per Schedule –T. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 shall be paid by the Concessionaire forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements and fails to commence remedial works within 30 (thirty) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the PMU, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses.

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17.10 Overriding powers of the Authority

17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 28.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 28. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.11 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

17.12 Modifications to the Project

The Concessionaire shall not carry out any material modifications to the Project, save and except where such modifications are necessary for the Project to operate in conformity with the Specifications, Manuals, Standards and Guidelines, Scope of Work, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the PMU of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the PMU may make within 15 (fifteen) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and

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Standards, Applicable Laws and the provisions of this Agreement.

17.13 Excuse from performance of obligations

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

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project:

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority and the PMU without any delay;

Provided further that the Concessionaire shall keep all unaffected parts of the Project open to Users, provided they can be operated safely.

17.14 Deleted

17.15 Installation and operation of CCTV

The Concessionaire shall install and operate a closed circuit television system to monitor such parts of the Project as may be necessary and expedient for a safe, secure and smooth operation thereof.

17.16 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site.

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ARTICLE 18: SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety program for providing a safe environment on or about the Project, and shall comply with the safety requirements set forth in Schedule-V (the **"Safety Requirements"**).

18.1.2 The Authority shall appoint an experienced and qualified firm or organization (the **"Safety Consultant"**), as per Schedule-V, for carrying out safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken and funded in accordance with the provisions of Article 16.

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ARTICLE 19: MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

19.1.1 The Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the PMU a monthly report stating in reasonable detail the condition of the Milestone (s) / Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Safety Requirements, and shall promptly give such other relevant information as may be required by the PMU or the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.1.2 The Concessionaire shall, no later than 10 (ten) days after the close of each month, furnish a monthly management report which shall include a summary of:

(a) key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same;

(b) key operational hurdles in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance; and

(c) Deleted

19.2 Inspection

The PMU shall inspect the Project at least once a month. It shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

For determining that the Project conforms to the Maintenance Requirements, the PMU shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the PMU and furnish the results of such tests forthwith to the PMU. Costs incurred on such tests, shall be borne by the Concessionaire.

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause and furnish a report in respect thereof to the PMU and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

19.4.2 The PMU shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not

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completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each week, send to the Authority and the PMU, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users and the Project. A monthly summary of such reports shall also be sent within 3 (three) days of the closing of each month. For the purposes of this Clause 19.5, accidents and unusual occurrences on the Project shall include:

(a) Death or injury to any person;
(b) Damaged or dislodged fixed equipment;
(c) Any damage or obstruction on the Project, which results in slow down of the services being provided by the Concessionaire;
(d) Disablement of any equipment during operation;
(e) Communication failure affecting the operation of the Project;
(f) Smoke or fire;
(g) Flooding of the Project; and
(h) Such other relevant information as may be required by the Authority or the PMU.

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ARTICLE 20: REGULATION AND MANAGEMENT

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project in accordance with Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under Applicable Laws.

20.2 Police assistance

For regulating the use of Project in accordance with Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof.

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ARTICLE 21: PROJECT MONITORING UNIT (PMU)

21.1 Appointment of PMU

The Authority shall appoint a consulting firm substantially to be the independent consultant under this Agreement (the "PMU"). The appointment shall be made no later than 45 (forty-five) days from the date of this Agreement.

21.2 Duties and functions

21.2.1 The PMU shall discharge its duties and functions substantially in accordance with the provisions of this Agreement and scope of work defined for selection of PMU.

21.2.2 The PMU shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in this Agreement.

21.2.3 A true copy of all communications sent by the Authority to the PMU and by the PMU to the Authority shall be sent forthwith by the PMU to the Concessionaire.

21.2.4 A true copy of all communications sent by the PMU to the Concessionaire and by the Concessionaire to the PMU shall be sent forthwith by the PMU to the Authority.

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Part IV
Financial Covenants

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ARTICLE 22: FINANCIAL CLOSE

22.1 Financial Close

22.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close for an amount not lower than amount equivalent to Fee A as define in Schedule Q, within 45 (forty-five) days from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 15 (fifteen) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Upgradation Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 15 (fifteen) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 60 (sixty) days from the date of this Agreement, the Concessionaire shall be entitled to a further period not exceeding 30 (thirty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Upgradation Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 30 (thirty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

22.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

22.2 Termination due to failure to achieve Financial Close

22.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 28.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 22.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

22.2.2 Upon Termination under Clause 22.2.1, the Authority shall be entitled to encash the Upgradation Performance Security and O&M Performance Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred due to Force Majeure, it shall, upon Termination, release the Applicable Performance Security, as the case may be.

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ARTICLE 23: PAYMENT OF BID PROJECT COST

23.1 Bid Project Cost

The Parties expressly agree that the cost of the Project, as on the Bid Date, quoted by the Selected Bidder as part of Financial Proposal, shall be deemed to be Rs... (Rupees) (the "Bid Project Cost"). The Parties further agree that the Bid Project Cost specified hereinabove for payment to the Concessionaire shall be inclusive of the cost of upgradation, interest during upgradation, resurfacing, working capital, physical contingencies and all other costs, expenses and charges for and in respect of upgradation, operation and maintenance of the Project, save and except any additional costs arising on account of variation in Change of Scope, Change in Law, Force Majeure or breach of this Agreement, which costs shall be due and payable to the Concessionaire in accordance with the provisions of the Agreement. The Bid Project Cost shall be inclusive of GST.

23.2 The Bid Project Cost shall be a combined quote for the entire Project and for payment purposes has been divided as stipulated in Schedule – Q.

23.3 Deleted

23.4 Payment for various Milestones defined in Schedule M shall be as per payment schedule defined in Schedule Q

23.5 Deleted

23.6 Payment for Upgradation Works

23.6.1 Upon receiving a report from the PMU certifying the monthly progress w.r.t the respective Milestones defined in Schedule M, the Authority shall disburse the payments, as specified in Schedule-Q.

The Parties acknowledge and agree that the Authority shall pay a portion of the Upgradation Works Cost upfront as payment Schedule Q.

23.6.2 The c ost remaining to be paid in pursuance of the provisions of Clause 23.6.1 ("Completion Cost") shall be due and payable, as per Schedule – Q over a period of remaining Concession Period commencing from the completion of Milestones as defined in Schedule – M, (the **"Annuity Payments"**). The 1st (first) installment of Annuity Payments shall be due and payable within 15 (fifteen) days of the anniversary of completion of relevant Milestones defined in Schedule -M, as per the provisions mentioned in Schedule – Q ("the **Annuity Payment Date"**). For the avoidance of doubt, the last Annuity Payment Date would be adjusted to in such a way that it falls at the end of the Concession Period. Further, the Payment A, Payment B1, Payment C1 and Payment D1 (as per

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Schedule – Q) shall be considered for Annuity Payments.

23.6.3 Deleted

23.6.4 Deleted

23.7 O&M Payments

23.7.1 The Parties acknowledge and agree that all O&M Expenses shall be borne by the Concessionaire and in lieu thereof, for the performance of its Maintenance obligations, a financial support, as laid down in Schedule-Q, shall be due and payable by the Authority.

For avoidance of doubt, it is clarified that the O&M Payments will be subject to any Change in Scope of the Project of the Concessionaire under Article 16 of this Agreement.

23.7.2 Above amount for the performance Maintenance obligations shall be, inclusive of all taxes. It is further agreed that the Bid Project Cost hereunder shall be reckoned with reference to the amount specified in Clause 23.1, which shall be adjusted to the extent of Change of Scope and Reduction in Scope.

23.7.3 Deleted

23.8 Mobilization Advance

The Authority shall, on request of the Concessionaire, make an advance payment in line with the provisions of Schedule – Q for respective Payments except for Payment E (the "Mobilization Advance"). The Concessionaire may request the Authority for the advance payment in accordance with Schedule Q, along with furnishing a Bank Guarantee (including e-bank guarantee) in a form satisfactory to the Authority. The Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of the request in this behalf from the Concessionaire. The rate of interest on the Mobilization Advance shall be equal to the SBI MCLR plus 1.25%, compounded annually. The Mobilization Advance shall be deducted by the Authority from respective Payments to be made by the Authority including interest thereon.

As the advance get recovered from the running bills/ stage payments, the Bank Guarantee (including e-bank guarantee) for the amount equivalent to the amount of advance recovered may be released on the request of the Concessionaire.

The Concessionaire would be at liberty to either submit a substitute Bank Guarantee (including e-bank guarantee) for the residual amount or multiple Bank Guarantee (including e-bank guarantee) for such residual amount in replacement of the existing Bank Guarantee (including e-bank guarantee).

23.9 Deleted

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

ARTICLE 24

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ARTICLE 25: ESCROW ACCOUNT

25.1 Escrow Account

The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "Escrow Bank") in accordance with this Agreement read with the Escrow Agreement.

25.1.1 The nature and scope of the Escrow Account are fully described in the agreement (the **"Escrow Agreement"**) to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-O.

25.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) All funds constituting the Financial Package;
(b) All revenues from or in respect of the Project, including the proceeds of any deposits, capital receipts or insurance claims; and
(c) All payments by the Authority, after deduction of any outstanding payments.

25.3 Withdrawals during Concession Period

25.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Deleted;
(c) All payments relating to Upgradation Works of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
(d) O&M Expenses;
(e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
(f) Any amounts due and payable to the Authority (other than under Clause 9.5);
(g) Monthly proportionate provision of Debt Service due in an Accounting Year;
(h) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;
(i) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
(j) Any reserve requirements set forth in the Financing Agreements; and
(k) Balance, if any, in accordance with the instructions of the Concessionaire.

25.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 25.3.1,

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except with the prior written approval of the Authority.

25.4 Withdrawals upon Termination

25.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Deleted;
(c) Percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement;
(d) Outstanding payments due to the Authority;
(e) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;
(f) Retention and payments relating to the liability for defects and deficiencies set forth in Article 33;
(g) Outstanding Debt Service including the balance of Debt Due;
(h) Outstanding Subordinated Debt;
(i) Incurred or accrued O&M Expenses;
(j) Any other payments required to be made under this Agreement; and
(k) Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (k) of this Clause 25.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 32.

25.4.2 The provisions of this Article 25 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 25.4.1 have been discharged.

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ARTICLE 26: INSURANCE

26.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Upgradation Works. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

26.2 Insurance Cover

Without prejudice to the provisions contained in Clause 26.1, the Concessionaire shall, procure and maintain Insurance Cover including but not limited to the following:

(a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;
(b) Comprehensive third party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;
(c) The Concessionaire's general liability arising out of the Concession;
(d) Liability to third parties for goods or property damage;
(e) Workmen's compensation insurance; and
(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

26.3 Notices to the Authority

No later than 45 (forty five) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 26. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

26.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 26 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of

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such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Concessionaire to the Authority.

26.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premier and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

26.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 26 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

26.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

26.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 25.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

26.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.

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ARTICLE 27: ACCOUNTS AND AUDIT

27.1 Audited accounts

27.1.1 The Concessionaire shall maintain books of accounts recording all its receipts, income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (one hundred and eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

27.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

27.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarized information on revenues derived from the Project, and such other information as the Authority may reasonably require.

27.2 Appointment of auditors

27.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the **"Panel of Chartered Accountants"**). All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

27.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

27.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the **"Additional Auditors"**) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

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27.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of any periodic information in pursuance of the provisions of this Agreement, save and except where such certification is expressly provided.

27.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 27.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

27.5 Deleted

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

Part V
Force Majeure and Termination

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ARTICLE 28: FORCE MAJEURE

28.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

28.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 28.3;

(c) any failure or delay but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or

(iv) exercise of any of its rights under this Agreement by the Authority;

(e) The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) Any event or circumstances of a nature analogous to any of the foregoing.

28.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the

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Upgradation or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) Deleted

(e) failure of the Authority to permit the Concessionaire to continue its Upgradation Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) Any failure or delay the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) Any Indirect Political Event that causes a Non-Political Event; or

(h) Any event or circumstances of a nature analogous to any of the foregoing.

28.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 35 and its effect, in financial terms, exceeds the sum specified in Clause 35.1;

(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) Any event or circumstance of a nature analogous to any of the foregoing.

28.5 Duty to report Force Majeure Event

28.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 28 with evidence in support thereof;

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

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; an

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

28.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

28.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 28.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

28.6 Effect of Force Majeure Event on the Concession

28.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent and in Clause 22.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

28.6.2 at any time after the Appointed Date, if any Force Majeure Event occurs:

(a) during the Upgradation Works, the dates set forth in the Project Completion Schedule, defined in Schedule- M, shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) Post achievement of milestones defined under Schedule M, the Concessionaire shall be entitled to receive Annuity Payments plus interest due and payable under this Agreement.Provided any payment to be made under this clause shall be subject to deduction of outstanding dues of the Authority, if any.

28.7 Allocation of costs arising out of Force Majeure

28.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

28.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the **"Force Majeure Costs"**) shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

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For the avoidance of doubt, Force Majeure Costs may include interest payments on Debt Due, any increase in the cost of Upgradation Works and O&M on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include any costs which are expressly covered under any provision of this Agreement or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

28.7.3 Save and except as expressly provided in this Article 28, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

28.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five)days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 28, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

28.9 Termination Payment for Force Majeure Event

28.9.1 If Termination is on account of a Non-Political Event

(a) In case termination occurs prior to achievement of Upgradation Works Milestones as per Schedule M, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover

(b) In case Termination occurs on or after the achievement of Upgradation Works Milestones as defined in Schedule-M, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety percent) of Annuity Payments (for the Milestones or Payments for which Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date. O&M payments (corresponding to Payment E under Schedule Q) shall only be made for completed months/ quarters on a pro rata basis.

28.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

(i) In case termination occurs prior to achievement of Upgradation Works Milestones, as defined in Schedule - M:

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

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(b) 110% (one hundred and ten per cent) of the Adjusted Equity;

(ii) In case Termination occurs on or after achievement of Upgradation Works Milestones as defined in Schedule-M, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety percent) of Annuity Payments (for the Milestones or Payments for which Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date.

(iii) O&M payments (corresponding to Payment E under Schedule Q) shall only be made for completed months/ quarters on a pro rata basis.

28.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 31.3.3 as if it were an Authority Default.

28.10 Dispute resolution

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

28.11 Excuse from performance of obligations

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

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

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

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

28.12 Deleted

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ARTICLE 29: COMPENSATION FOR BREACH OF AGREEMENT

29.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 29.4, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

29.2 Compensation for default by the Authority

Subject to the provisions of Clause 29.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Annuity Payments, debt repayment obligations or other consequential losses, loss of profit, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant

29.3 Deleted

29.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

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ARTICLE 30: SUSPENSION OF CONCESSIONAIRE'S RIGHTS

30.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

30.2 Authority to act on behalf of Concessionaire

30.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause25.3.

30.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 30.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Project and its design, engineering, upgradation, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

30.3 Revocation of Suspension

30.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

30.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

30.4 Substitution of Concessionaire

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At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 30.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

30.5 Termination

30.5.1 At any time during the period of Suspension under this Article 30, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 30.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 31 as if it is a Concessionaire Default under Clause 31.1.

30.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 30.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

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ARTICLE 31: TERMINATION

31.1 Termination for Concessionaire Default

31.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The applicable Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 120 (one hundred and twenty) days;

(c) the Concessionaire does not achieve the outstanding Project Milestone due in accordance with the provisions of Schedule-M and continues to be in default for 120 (one hundred and twenty) days;

(d) The Concessionaire abandons or manifests intention to abandon the Upgradation or operation of the Project without the prior written consent of the Authority;

(e) Deleted

(f) Deleted

(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 30 (thirty) days;

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

(k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(l) the Concessionaire creates any Encumbrance in breach of this Agreement;

(m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

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(q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

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

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

(iii) Each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(v) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;

(w) the Concessionaire issues a Termination Notice in violation of this Agreement;

(x) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

31.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 31.1.3.

31.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.1.2 to inform the Lenders'

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Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire.

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

31.2 Termination for Authority Default

31.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the **"Authority Default"**) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) The Authority has failed to make any payment to the Concessionaire with a delay of more than 60 days than the period specified in this Agreement;

(c) The Authority fails to provide, within a period of 180 (one hundred and eighty days) from the Appointed Date, statutory clearances required for Upgradation of the Project; or

(d) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

31.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

31.3 Termination Payment

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31.3.1 Upon Termination on account of a Concessionaire Default post achievement of Upgradation Works Milestones as defined in Schedule – M

(a) the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 65% (sixty five per cent) of the sum of Annuity Payments (for the Milestones or Payments for which Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the Concession Period with applicable interest. O&M payments (corresponding to Payment E under Schedule Q) shall only be made for completed months/ quarters on a pro rata basis.

(b) Notwithstanding to the provisions of Clause 31.3.1 upon Termination on account of Concessionaire Default for the Upgradation Works, the Termination Payment shall be 90% (ninety per cent) of the Debt Due less Insurance Cover;

31.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(i) In case termination occurs prior to achievement of Upgradation Works Milestones, as defined in Schedule - M:

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

(b) 150% (one hundred and fifty per cent) of the Adjusted Equity;

(ii) In case the termination occurs on or after achievement of Upgradation Works Milestones as defined in Schedule-M, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to sum of Annuity Payments remaining unpaid for and in respect of the Concession Period with applicable interest. O&M payments (corresponding to Payment E under Schedule Q) shall only be made for completed months/ quarters on a pro rata basis.

31.3.3 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the daily average Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

31.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 31 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

31.4 Certain limitations on Termination Payment

31.4.1 For Upgradation Works, Termination Payment due and payable under this Agreement shall be computed with reference to the Debt Due in accordance with the provisions of this Agreement. The

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Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 85% (eighty-five per cent) of the Total Project Cost.

31.4.2 The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. Provided further that all borrowings in foreign currency shall be restricted to the financing of Total Project Cost and any borrowings in excess thereof shall not qualify for computation of Termination Payment. It is clarified that the rate of conversion of such foreign currency shall be calculated on the date on which the Agreement is terminated.

31.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) Be deemed to have taken possession and control of the Project forthwith;

(b) Take possession and control of all materials, stores, implements, Upgradation plants and equipment on or about the Site;

(c) Be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) Require the Concessionaire to comply with the Divestment Requirements set forth in Clause 32.1; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being -due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

31.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 31.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

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ARTICLE 32: DIVESTMENT OF RIGHTS AND INTEREST

32.1 Divestment Requirements

32.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) Notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure all Project Assets, including the road, junctions, structures and equipment, of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements; provided that in the event of Termination during the Concession Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, upgradation, operation and maintenance, including all manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, Upgradation, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;

(e) Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

32.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

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32.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the PMU shall verify, after giving due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 33 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 32.

32.3 Cooperation and assistance on transfer of Project

32.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

32.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

32.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 32.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

32.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-P (the **"Vesting Certificate"**), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

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32.5 Divestment costs etc.

32.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Assets in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such Divestment shall be borne by the Authority.

32.5.2 In the event of any Dispute relating to matters covered by and under this Article 32, the Dispute Resolution Procedure shall apply.

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ARTICLE 33: DEFECTS LIABILITY AFTER TERMINATION

33.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the PMU in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 33.2 or from the Performance Guarantee provided thereunder. For the avoidance of doubt, the provisions of this Article 33 shall not apply if Termination occurs prior to Appointed Date.

33.2 Retention in Escrow Account

33.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 33.2.3, a sum equal to 15% (fifteen per cent) of the Annuity Payments due and payable immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 33.1.

33.2.2 Without prejudice to the provisions of Clause 33.2.1, the PMU shall carry out an inspection of the Project at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project is such that a sum larger than the amount stipulated in Clause 33.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the PMU shall be retained in the Escrow Account for the period specified by it.

33.2.3 The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority a guarantee in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank guarantee) from a Bank for a sum equivalent to the amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-K (the **"Performance Guarantee"**), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

Part VI
Other Provisions

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ARTICLE 34: ASSIGNMENT AND CHARGES

34.1 Restrictions on assignment and charges

34.1.1 Subject to Clauses 34.2 and 34.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.1.2 Subject to the provisions of Clause 34.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.2 Permitted assignment and charges

The restraints set forth in Clause 34.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;

(c) assignment of rights, interest and obligations of the Concessionaire to or in favor of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

(d) Liens or encumbrances required by any Applicable Law.

34.3 Substitution Agreement

34.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the **"Substitution Agreement"**) to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders.

34.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

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34.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

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ARTICLE 35 CHANGE IN LAW

35.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

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35.3 Protection of NPV

Pursuant to the provisions of Clauses 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

35.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

35.5 Deleted

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ARTICLE 36: LIABILITY AND INDEMNITY

36.1 General indemnity

36.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the **"Authority Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

36.1.2 The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage', cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land/ RoW comprised in the Site, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

36.2 Indemnity by the Concessionaire

36.2.1 Without limiting the generality of Clause 36.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) Payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) Non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

36.2.2 Without limiting the generality of the provisions of this Article 36, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction

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is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

36.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 36 (the **"Indemnified Party"**) it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

36.4 Defense of claims

36.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 36, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

36.4.2 If the Indemnifying Party has exercised its rights under Clause 36.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

36.4.3 If the Indemnifying Party exercises its rights under Clause 36.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) The employment of counsel by such party has been authorized in writing by the Indemnifying

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Party;

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

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

(d) The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

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

(II) That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 36.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

36.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 36, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

36.6 Survival on Termination

The provisions of this Article 36 shall survive Termination.

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ARTICLE 37: RIGHTS AND TITLE OVER THE SITE

37.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site (Roads and Carriageways and RoWs) as a licensee subject to and in accordance with this Agreement, and to this end; it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

37.2 Access rights of the Authority and others

37.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Authority and/or its contractors, Senior Lenders, and the PMU, and for the persons and vehicles duly authorized by any Government instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

37.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

37.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of license comprising this Agreement shall be paid by the Authority.

37.4 Restriction on sub-letting

The Concessionaire shall not sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project.

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ARTICLE 38: DISPUTE RESOLUTION

38.1 Dispute Resolution

38.1.1 In the event of 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") either Party may call upon the PMU, to mediate and assist the Parties in arriving at an amicable settlement thereof.

38.1.2 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.

38.2 Conciliation

If either the Authority or the Concessionaire is unable to resolve the dispute, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 38.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 38.3.

38.3 Arbitration

38.3.1 Any Dispute which is not resolved amicably by conciliation as provided in Clause 38.2 shall be finally settled by arbitration as set forth below:

i) The Dispute shall be finally referred and shall be as per the detailed procedure for conducting Arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.

ii) The appointment of Arbitrators and fees and expenses of Arbitral Tribunal shall also be governed by the provisions of Arbitration Act, as amended from time to time.

iii) The Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.

iv) The venue of Arbitration shall be Chandigarh/ Mohali and the language for all documents and communications between the parties shall be English.

v) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.

38.3.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 38 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

38.3.3 The Concessionaire and the Authority agree that an Award may be enforced against the

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Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

38.3.4 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. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

38.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 38.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

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ARTICLE 39: DISCLOSURE

39.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Site and the Concessionaire's Registered Office. The Concessionaire shall prominently display at the Site, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

39.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

39.3 Notwithstanding the provisions of Clauses 39.1 and 39.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 39.1 and 39.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

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ARTICLE 40: REDRESSAL OF PUBLIC GRIEVANCES

40.1 Complaints Register

40.1.1 The Concessionaire shall maintain a register online and on Site (the **"Complaint Register"**) open to public access at all times for recording of complaints by any person (the **"Complainant"**). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each the Site so as to bring it to the attention of all Users.

40.1.2 The Complaint Register shall record details including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

40.1.3 Without prejudice to the provisions of Clauses 40.1.1 and 40.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

40.2 Redressal of complaints

40.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressed of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

40.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the PMU a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, the Authority may advise the Complainant to seek appropriate remedy under the Consumer Protection Act, 1986, at his own risk and cost.

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ARTICLE 41: MISCELLANEOUS

41.1 Governing law and jurisdiction

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

41.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

41.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under Applicable Laws.

41.4 Delayed payments

41.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 4% (four per cent) above the daily average Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

41.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

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41.5 Waiver

41.5.1 Waiver, including partial or conditional 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:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

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

41.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement

(a) no review, comment or approval by the Authority or the PMU of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the Upgradation, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

41.7 Exclusion of implied warranties etc.

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

41.8 Survival

41.8.1 Termination shall:

(a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, 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.

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41.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

41.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

41.10 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 enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

41.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

41.12 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement including any Concessionaire's Contractor.

41.13 Successors and assigns

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

41.14 Notices

Unless the law requires to follow the specified mode of communication only as prescribed therein,

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any notice or other communication to be given by one contracting Party to the other Party under or in connection with the matters contemplated by this Agreement shall be under the hand of the authorized representative and shall:

(a) in the case of the Concessionaire and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority.
{Attention:
Designation:
Address:
Fax No:
Email ;}

(b) in the case of the Authority and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire;
{Attention:
Designation:
Address:
Fax No:
Email :}; and

(c) any notice or communication by one contracting Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when given through or made by the Authority.

41.15 Language

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

41.16 Counterparts

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

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ARTICLE 42: DEFINITIONS

Definitions

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

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Additional Performance Security" shall have the meaning as set forth in Clause 9.7;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the **"Reference Date"**), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring: the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date

"Affected Party" shall have the meaning as set forth in Clause 28.1;

"Agreement" or "Concession Agreement" means this Agreement, its Recitals, and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Annuity Payments" shall have the meaning as set forth in Clause 23.6.2; **"Appendix"** shall have the meaning as set forth in Clause 10.3.1;

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

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Upgradation, operation and maintenance of the Project during the subsistence of this Agreement;

"Appointed Date" means the date on which Financial Close is achieved and every Condition Precedent is satisfied, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"Associate" or "Affiliate" means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and Policies of such person, whether by operation of law or by contract or otherwise);

"Authority" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

"Authority Default" shall have the meaning as set forth in Clause 31.2.1; **"Authority Indemnified Persons"** shall have the meaning set forth in Clause 36.1.1;

"Authority Representative" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

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"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

"Bank Rate" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"Bid" means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposals in accordance with the provisions thereof and **"Bids"** shall mean the bids submitted by any and all pre-qualified bidders;

"Bid Date" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"Bid Project Cost" shall have the meaning as set forth in Clause 23.1;

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"Change in Law" means the occurrence of any of the following after the Bid Date:

(a) The enactment of any new Indian law;

(b) The repeal, modification or re-enactment of any existing Indian law;

(c) The commencement of any Indian law which has not entered into effect until the Bid Date;

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

(e) Any change in the rates of any of the Taxes that have a direct effect on the Project;

(f) "Change in Ownership" shall have the meaning ascribed in Article 5 and Article 7 of the Agreement;

(g) "Change of Scope" shall have the meaning as set forth in Clause 16.1.1; "Company" means the company acting as the Concessionaire under this Agreement; "Completion Certificate" shall have the meaning as set forth in Clause 14.2; "Completion Cost" shall have the meaning as set forth in Clause 23.6.1 "Concession" shall have the meaning as set forth in Clause 3.1.1;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

"Concession Period" means the period starting on and from Appointed Date and ending on the Transfer Date.

"Concessionaire Default" shall have the meaning as set forth in Clause 31.1.1;

"Conditions Precedent" shall have the meaning as set forth in Clause 4.1.1;

"Upgradation Works" means all works indicated in Schedule G Sub Clause 2,3,4 and any other works incidental for undertaking carriageway upgradation, beautification and beautification under the Project;

"Contractor" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the Contract or any other material agreement or contract for Upgradation, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

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

(a) Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

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(b) Not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) Not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the PMU hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the PMU to accord their approval;

"Damages" shall have the meaning as set forth in Sub-clause (w) of Clause 1.2.1;

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

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

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders for and in respect of Debt Due under the Financing Agreements;

"Dispute" shall have the meaning as set forth in Clause 38.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes as set forth in Article 38;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 32.1;

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Drawings" means all of the drawings, calculations, typical sections and documents pertaining to the Project as set forth in Schedules, and shall include 'as built' drawings of the Project;

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

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"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

"Escrow Account" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"Escrow Agreement" shall have the meaning as set forth in Clause 25.1.2; **"Escrow Bank"** shall have the meaning as set forth in Clause 25.1.1; **"Escrow Default"** shall have the meaning as set forth in Schedule-O;

"Estimated Project Cost" shall be the cost estimated by the Authority for development of the Project and provided in the Request for Proposal Volume –I – Instructions to Bidders.

"Financial Close" means the fulfillment of all conditions precedent to the initial availability of funds under the Financing Agreements which shall be communicated by the Lender's Representative to the Authority in writing. Such communication from Lender's Representative shall be treated as date on which the Financial Close is achieved;

"Financial Default" shall have the meaning as set forth in Schedule-R;

"Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"Financial Package" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements and Subordinated Debt, if any;

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 28.1;

"GOI" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient use of the Project;

"Government" means the Government of the India;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government or the State

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Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 36;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 36;

"PMU" shall have the meaning as set forth in Clause 21.1;

"Indirect Political Event" shall have the meaning as set forth in Clause 28.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 26, and includes all insurances required to be taken out by the Concessionaire under Clause 26.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"LOA" or "Letter of Award" means the letter of award referred to in Recital(D);

"Lenders' Representative" means the person duly authorized by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"Licensed Premises" shall have the meaning as set forth in Clause 10.2.2;

"Maintenance Manual" shall have the meaning as set forth in Clause 17.3.1;

"Maintenance Requirements" shall have the meaning as set forth in Clause 17.2;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Nominated Company" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"Non-Political Event" shall have the meaning as set forth in Clause 28.2;

"O&M" means the operation and maintenance of the Project as per Clause 5 of Schedule G and any works incidental thereto;

"O&M Expenses" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premier for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"O&M Inspection Report" shall have the meaning as set forth in Clause 19.2;

"O&M Payments" shall have the meaning as set forth in Clause 23.7.1;

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"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"Phase – 1" shall have the meaning as set forth in Schedule – B

"Phase – 2" shall have the meaning as set forth in Schedule – B

"Phase – 3" shall have the meaning as set forth in Schedule – B

"Payment Milestone" shall have the meaning as set forth in Clause 23.4; **"Performance Guarantee"** shall have the meaning as set forth in Clause 33.2.3; **"Performance Security"** shall have the meaning as set forth in Clause 9.1.1;

"Physical Progress" shall mean the physical Upgradation Works of the Project completed by the Concessionaire and shall be measured as per the assessment done by the PMU in accordance with Clause 23.4 of this Agreement.

"Political Event" shall have the meaning as set forth in Clause 28.4;

"Project" means the Upgradation, operation and maintenance of the Roads and associated Junctions as covered separately under Phase 1, 2 and 3 in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project comprising the **"Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program Hybrid Annuity Mode in the State of Punjab** and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement and Substitution Agreement;

"Project Assets" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of license, Right of Way or otherwise;

(b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, culverts, drainage works, traffic signals, sign boards, kilometer-stones, electrical systems, communication systems etc; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorizations relating to or in respect of the Project;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-M for completion of the Project on or before the defined timelines;

"Project Facilities" means all the amenities and facilities already situated on the Site and installed on the Site by the Concessionaire, as per Schedule B and Schedule G;

"Project Milestones" means the project milestones as set forth in Schedule M;

"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"Re.", "Rs ." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;

"Reference Exchange Rate" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"Reference Index Date" means, in respect of the specified date or month, as the case may be, that last day of the preceding month with reference to which the Price Index or any constituent thereof is revised and in

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the event such revision has not been notified, the last such Price Index or any constituent thereof shall be adopted provisionally and used until the Price Index or such constituent thereof is revised and notified;

"Request for Proposals" or "RFP" shall have the meaning as set forth in Recital (B);

"Right of Way" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for Upgradation, operation and maintenance of the Project in accordance with this Agreement;

"Safety Consultant" shall have the meaning as set forth in Clause 18.1.2;

"Safety Requirements" shall have the meaning as set forth in Clause 18.1.1;

"Scope of the Project" shall have the meaning as set forth in Clause 2.1;

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

"Site" shall have the meaning as set forth in Clause 10.1;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedule-I, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by, the Authority;

"State" means the **State of Punjab** and **"State Government"** means the government of that State;

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with Clause 27.2.1;

"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6 (six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date;

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

"Substitution Agreement" shall have the meaning as set forth in Clause 34.3.1;

"Suspension" shall have the meaning as set forth in Clause 30.1;

"Taxes" means any Indian taxes including GST, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on

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corporate income;
"Termination" means the expiry or termination of this Agreement and the Concession hereunder;
"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;
"Termination Payment" means the amount payable by the Authority to the Concessionaire, under and in accordance with the provisions of this Agreement, upon Termination;
"Tests" means the tests set forth in Schedule-I to determine the completion of the Project in accordance with the provisions of this Agreement;
"Total Project Cost" means combined Bid Project Cost which shall be subdivided as follows:

1. Payment A - Payment sought towards carriageway upgradation and beautification of roads handed over as part of Phase 1 + beautification of roads handed over as part of Phase 2 and Phase 3
2. Payment B - Payment sought towards carriageway upgradation of roads handed over as part of Phase 2 (as per 2026 rates)
3. Payment C - Payment sought towards resurfacing of roads (handed over as part of Phase 1) in the year 2031 (as per 2026 rates)
4. Payment D - Payment sought towards resurfacing of roads (handed over as part of Phase 2) in the year 2033 (as per 2026 rates)

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;
"User" means a person who uses or intends to use the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;
"Vesting Certificate" shall have the meaning as set forth in Clause 32.4; and
"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF

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Upgradation, resurfacing and beautification of Roads and Junctions in Mohali under the Mohali's Next Generation Roads Program

THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by: (Signature) (Designation) (Name) (Address) (Fax No.) (e-mail)	SIGNED, SEALED AND DELIVERED For and on behalf of THE CONCESSIONAIRE by: (Signature) (Designation) (Name) (Address) (Fax No.) (e-mail) THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the [] day of []20[] hereunto affixed in the presence of[] Director, who has signed these Presents in token thereof and, Company Secretary/Authorized Officer who has countersigned the same in token thereof:

In the presence of:

1. 2.

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DE(PH-2)

Greater Mohali Area Development Authority
GMADA, PUDA BHAWAN, Sector- 62, S. A. S Nagar, Punjab

REQUEST FOR PROPOSAL (RFP) FOR SELECTON OF CONSULTANT FOR PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM

Through National Competitive Procurement Process

(Through E-Procurement Portal only www. eproc.punjab.gov.in)

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SECTION I: NOTICE INVITING PROPOSALS

GREATER MOHALI AREA DEVELOPMENT AUTHORITY (GMADA)
PUDA BHAWAN Sector- 62, S. A. S Nagar, Punjab

NOTICE INVITING PROPOSAL FOR PROCUREMENT OF "SELECTON OF CONSULTANT FOR PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM"
(Through E- Procurement Portal only - www.eproc.punjab.gov.in)

RFP Reference No: …… **Date: ……**

1. Chief Administrator, Greater Mohali Area Development Authority (GMADA) (referred to as the "**Authority / Client**") invites Proposals from eligible Consultant for procurement of Consultancy Services for **"PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM"** as detailed in Section VI- Terms of Reference (hereinafter referred to as "the **Services**") through E-Procurement Portal through National Competitive Procurement Process.

2. The Authority has adopted a single-stage E-Procurement System procedure (the "**Procurement Process**") comprising Two Electronic Proposal Document viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the "**Proposal**") for selection of the Consultant. Proposals comprising the Technical Proposals (First Part) and Financial Proposal (Second Part) must be submitted through E- Procurement Portal within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.

3. The Consultants are advised to note the Eligibility criteria and Qualification criteria specified in Section III of the RFP Document to qualify for award of the Consultancy Agreement.

4. Technical Proposals will be opened in the E-Procurement Portal as specified in the Schedule of Procurement Process. If the office of the Authority happens to be closed on the specified date of opening of the Proposals, then they will be opened on the next working day at the same time & place as notified earlier.

5. The Consultant scoring the highest combined score shall be ranked first and shall be declared as selected Consultant for the Assignment in accordance with the procedures described in this RFP Document.

6. All notifications, changes and amendments to the RFP Document will be posted only on the E-Procurement Portal, which shall form part of the Original RFP Document.

7. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	From eproc.punjab.gov.in, to be downloaded from 5-12-2025
Last date for receiving queries/ Clarifications on the RFP	On 26-12-2025, at 11:00 Hrs IST
Prebid meeting date, time and place	On 16-12-2025, at 11:00 Hrs IST Venue: O/o Chief Engineer, GMADA, Room No. 318, PUDA BHAWAN, Sector- 62, S. A. S Nagar, Punjab Hybrid Mode: _____
Last date & time for submission of online Proposals on E-Procurement	On 26-12-2025 up to 11:00 Hrs IST
Date and Time for opening of Technical Proposal on the E-Procurement Portal	On 26-12-2025 at 15:00 Hrs IST
Date and Time for opening of Financial Proposal on the E-Procurement Portal	Will be updated on website after technical evaluation of bids
Validity of Proposals (LoA to be issued prior to expiration of this period)	120 days from the last date for submission of Proposals.
Address for Communications	Superintending Engineer (C-2) Room No. 522, Fifth Floor, PUDA Bhawan, Sector 62, S.A.S Nagar
Earnest Money Deposit (EMD) Amount / Bid Security Declaration	**INR 35 Lakhs (Indian Rupees Thirty-Five Lakhs)** in the form of a Bank Guarantee from any Scheduled Bank in favour of "Divisional Engineer (C-3) ,GMADA", and payable at S.A.S Nagar Mohali, Punjab EMD shall remain valid up to 8 months from PDD as provided in Clause 12 of ITC. Details: 1. Beneficiary Name: Divisional Engineer (C-3) 2. Bank Name: . IDBI 3. Branch Name: IDBI, Fortis Hearth Institute 4. Bank Address: Sector 62, Phase 8, S.A.S Nagar 5. Account No: 0054104000189613 6. IFSC Code: IBKL0000054 Scanned copy of EMD needs to form part of online technical proposal submission. Physical copy of EMD needs to be submitted along with hard copy of technical proposal at the time of pre-proposal presentation.

8. For any additional information or clarification regarding the RFP, the interested Consultants, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from the Authority before the last date of Pre-Proposal queries.

9. The Authority reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

Address:
GMADA, PUDA BHAWAN Sector- 62,
S.A.S Nagar, Punjab,

7. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	From eproc.punjab.gov.in, to be downloaded from 5-12-2025
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Earnest Money Deposit (EMD) Amount / Bid Security Declaration	**INR 35 Lakhs (Indian Rupees Thirty-Five Lakhs)** in the form of a Bank Guarantee from any Scheduled Bank in favour of "Divisional Engineer (C-3) ,GMADA", and payable at S.A.S Nagar Mohali, Punjab EMD shall remain valid up to 8 months from PDD as provided in Clause 12 of ITC. Details: 1. Beneficiary Name: Divisional Engineer (C-3) 2. Bank Name: . IDBI 3. Branch Name: IDBI, Fortis Hearth Institute 4. Bank Address: Sector 62, Phase 8, S.A.S Nagar 5. Account No: 0054104000189613 6. IFSC Code: IBKL0000054 Scanned copy of EMD needs to form part of online technical proposal submission. Physical copy of EMD needs to be submitted along with hard copy of technical proposal at the time of pre-proposal presentation.

8. For any additional information or clarification regarding the RFP, the interested Consultants, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from the Authority before the last date of Pre-Proposal queries.

9. The Authority reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

Address:
GMADA, PUDA BHAWAN Sector- 62,
S.A.S Nagar, Punjab,

4.1 The Consultant should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the "**Qualification Criteria**") specified in Section III. This invitation for RFP is open to all eligible Consultants meeting the Qualification Criteria.

5. Cost of Proposal

5.1 The Consultant shall bear all costs associated with preparation, presentation and submission of its Proposal, visit to the site. The Authority in no case be responsible and liable for those costs, regardless of the outcome of procurement process.

B. The RFP Documents

6. Contents of RFP Documents

6.1 The RFP Documents include:

a. Section I - Notice Inviting Proposals
b. Section II - Instruction to Consultant (ITC);
c. Section III - Eligibility and Qualification criteria
d. Section IV- Data Sheet
e. Section V - Formats for Submission of Proposals
f. Section VI – Terms of Reference
g. Section VII - Form of Consultancy Agreement
h. Section VIII - General Conditions of Consultancy Agreement (GCC);
i. Section IX- Special Conditions of Consultancy Agreement (SCC);
j. Section X - Appendices to GCC and SCC
    a. Appendix A – Description of the Services
    b. Appendix B- Reporting Requirements of the Authority
    c. Appendix C- List of Personnel/Staff
    d. Appendix D - Services and Facilities to be provided by the Authority
    e. Appendix E – Breakdown of Consultancy Fee
    f. Appendix F - Form of Bank Guarantee for Performance Security Deposit
    g. Appendix G - Notification of Award and Letter of Acceptance.
    h. Appendix H - Any modifications, clarifications, addendum/ corrigendum issued to the original RFP Document, Pre- Proposal meeting proceedings.
    i. Appendix I - Undertaking for Confidentiality

6.2 The RFP documents may be obtained in the manner set out in the Data Sheet. The Consultant must upload the scanned copy of the instrument/payment-receipt of online payment/ e-challan or e-BG etc. as a proof of tender fee/EMD submission.

6.3 The Consultant is expected to examine all instructions, conditions of agreement, forms, terms and conditions etc. in the RFP Document. Failure to furnish all information required by the RFP Documents or submission of a Proposal not substantially responsive to the RFP Documents in all respect will be at the Consultant's risk and may result in rejection of its Proposal.

7. Amendment to RFP Documents

7.1 Before the deadline for submission of Proposals, the Authority may, modify the RFP Documents by notifying in the E-Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the RFP Document.

7.2 In order to allow Consultants, reasonable time, to take the amendment into account in preparing their Proposals, or procuring entity decide so, the deadline for the submission of Proposals as necessary may be extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

8. Pre- bid Meeting and Clarification of RFP Documents

8.1 A Consultant requiring any clarification of the RFP Documents may notify the Authority in writing as indicated in the Data Sheet before the last date and time of pre-proposal queries. The Authority will respond in writing to any request for clarification received within the timeframe specified in Data Sheet. The Authority's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Consultants without identifying source of request for clarification.

8.2 In the pre-bid meeting to be held, the Consultant or his authorized representative may attend it on the given time, date and venue in Data Sheet.

8.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.4 Queries raised by the prospective Consultants in writing along with responses will be uploaded by the Authority on the website eproc.punjab.gov.in. Any modification to the RFP Documents listed in Sub-Clause 6.1 which may become necessary as a result of the Pre-bid meeting shall be made by the Authority exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and/or through the minutes of the pre- bid meeting.

8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Consultant.

C. Preparation of Proposals

9. Language of Proposal

The Proposal prepared by the Consultant, as well as all supporting documents, the correspondence and documents relating to the Proposal exchanged by the Consultant and the Authority, shall be in the language specified in Data Sheet. All supporting documents other than the language specified in Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

10. Document Constituting the Proposal

10.1 The Proposal should upload in the E-Procurement Portal under a two Proposal document system comprising the following documents.

A - **First Electronic Document shall be named Part 1- Technical Proposal documents and** shall comprise of scanned copies of all pre-qualification/technical information to be submitted in the format specified in Section V of this RFP as set out below;

i. Technical Proposal Submission Form in the format prescribed at **Annexure A**.
ii. A brief description of the Consultant's organization in the format prescribed at **Annexure B-Form 1** along with supporting documents as specified in **Annexure L**;
iii. Consultant Experience in undertaking similar assignment, as provided in Section III, in the format prescribed at **Annexure C** indicate, inter alia, the profiles and names of the Personnel provided, duration of the assignment, contract amount, and Consultant's involvement along with supporting documents as specified in **Annexure** L
iv. A certificate(s) from its Statutory Auditors/ CA demonstrating the Financial Capacity of the Consultant as provided in Section III, in the format prescribed at **Annexure D**
v. Description of the Methodology and Work plan for performing the Assignment in the format prescribed at **Annexure E**;
vi. Team Composition and Task Assignment in the format prescribed at **Annexure F**;
vii. Recently signed Curriculum Vitae of all the Key Professional Personnel (along with supporting documents) proposed for each of the positions in the format prescribed at **Annexure G**;
viii. Activity (work) Schedule in the format prescribed at **Annexure I**;
ix. Power of Attorney for Signing of Proposal in the format prescribed at **Form 1 of Annexure J**;
x. Earnest Money Deposit in the manner and form at **Annexure K Form 1 or Annexure K form 2 as specified.**
xi. Checklist of Documents in the format prescribed at **Annexure L;**
xii. Copy of the Demand Draft [proof of ONLINE Payment etc.] for the cost of RFP Document if stated in the Data Sheet;
xiii. any other information as may be considered relevant by the Consultant to substantiate their submissions.

Note: Consultant shall not furnish the Financial Proposal along with the Technical Proposal. A Technical Proposal containing any financial information shall be declared non-responsive. The decision shall be legally binding and acceptable to the bidders in this regard.

B - **Second Electronic Document –shall be named Part 2–Financial Proposal document** and shall comprise of: Format for the "**Consultancy Fee**" in the prescribed excel format and shall be separately uploaded.

10.2 While Preparing the Technical Proposal, the Consultant must give particular attention to the following:

i. It is also required to take declaration from the concerned Personnel that they have not shared their CV for the same assignment to another firm.

ii. Proposed Personnel must at a minimum have the experience indicated in the Data Sheet. The

proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the Consultancy.

iii. Alternative Personnel shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position for the technical evaluation purpose.

iv. Reports to be issued by the Consultant as part of this Assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Authority's official language, preferably English/ Hindi

10.3 **Preparation of Financial Proposal**

a. In preparing the Financial Proposal, Consultant are expected to take into account the requirements and conditions of the RFP Documents.

The Financial Proposal should follow standard format.

b. The Consultancy Fee quoted in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.

c. The Consultancy Fee quoted shall be fixed for the duration of the Consultancy Agreement and shall not be subject to adjustment on any account. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total Consultancy Fee shall be that of the Consultant. For assignments with a duration exceeding the Agreement Period, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. The decision shall be legally binding and acceptable to the bidders in this regard.

d. The Consultant and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.

e. Submission of scanned copies of Financial Proposal will not be considered for evaluation.

10.4 Proposals submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

10.5 If a Consultant submits a zero offer (at no cost to the Authority i.e. NIL charges), such Proposal shall be treated as non-responsive and will not be considered for evaluation purpose.

11. Proposal Currency

Unless otherwise stipulated in the Data Sheet, the currency of Financial Proposal and payment shall be quoted by the Consultant entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

12. Earnest Money Deposit (EMD)

12.1 The Consultant shall furnish, as part of his Proposal, an Earnest Money Deposit (the "EMD") if so, indicated in the Data Sheet.

12.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/ confirmed by a Scheduled Banks or if specified by the Authority, through

online or offline modes of payment, pledged in favour of the Authority and payable at the place as specified in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Authority safeguarding the interest of the Authority in all respects.

12.3 The Bank Guarantee should be submitted in the format provided at Annexure K- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit
/ Bid security for the Proposal shall be valid for 45 days beyond the validity of the Proposal and may be extended as may be mutually agreed between the Authority and the Consultant from time to time.

12.4 The Consultant should upload scanned copy of the instruments furnished as EMD as a part of technical proposal which is to be submitted online in the E-Procurement Portal. The physical copy of the instruments furnished as EMD is to be submitted to the Authority as the time of the pre-proposal presentation. Failure to submit such instruments will amount to treat such Proposals as non-responsive/ rejection.

12.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.

12.6 Consultant who are specifically exempted for submitting the EMD under specific provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Authority.

12.7 Any Proposal not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD.

12.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:

i. To the successful Consultant, within 30 days on receipt of the Performance Security Deposit
ii. To the unsuccessful Consultant, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Authority.
iii. In the event of rejection of all Proposals or cancellation of Procurement process by the Authority, within 30 (thirty) days of such rejection or cancellation.

12.9 The EMD paid shall be forfeited under the following conditions:

i. if a Consultant withdraws its Proposal during the period of Proposal validity specified in this RFP Document or as extended by the mutual consent of the respective Consultant(s) and the Authority; or
ii. if the successful Consultant fails or refuse to:
    a. sign the Consultancy Agreement within the period specified in accordance with ITC Clause 30.4; or
    b. furnish Performance Security Deposit in accordance with ITC Clause 30.
iii. if the Consultant breaches any provision of code of integrity.

12.10 In the case of MSME bidders, submission of a Bid Securing Declaration shall be accepted in place of the Earnest Money Deposit (EMD)

13. Period of Validity of Proposals

13.1 The Data Sheet indicates how long the Proposal shall remain valid from the last date of submission of Proposal. The Consultant is not allowed to modify, vary, revoke or withdraw, the Proposal during the

original or extended validity period. Further, during this period, the consultant is expected to keep available the Personnel proposed for the assignment.

13.2 In case, the last day on which the Proposal are to remain valid falls on/subsequently declared a holiday or closed day for the Authority, the Proposal Validity shall automatically deem to be extended to the next working day.

13.3 In exceptional circumstances, prior to the expiration of proposal validity period, the Authority may solicit the Consultant's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail or by fax or through E-Procurement Portal or other written records through electronic medium only. The Consultant may refuse the request without getting forfeited its EMD. The Consultant granting the request shall not be required or permitted to modify its Proposal.

13.4 A Consultant who agree to the extension of the period of validity of Proposals shall also extend the period of validity of Earnest Money Deposit provided under ITC Clause 12 or submit new EMD to cover the extended period of validity of their proposals.

D. Online Submission of Proposals

14. Format and Signing of Proposal

14.1 The Consultant shall provide all the required information sought under this RFP Document. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Proposals shall be liable to rejection as non-responsive.

14.2 All the documents of the Proposal should be uploaded on the E-Procurement Portal eproc.punjab.gov.in in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token. The DSC can be obtained from any authorised certifying agencies. The Consultant should register in the web site eproc.punjab.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The Consultant can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.

14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Consultant who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Consultant holding a Power of Attorney or the Board Resolution in this regard.

14.4 A copy of the Power of Attorney certified by the authorized signatory of the Consultant in the form specified in **Form 1 of Annexure** J.

14.5 The Consultant shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document as specified in Clause 10.1 above. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission.

14.6 The Consultant must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective GMADA. The Consultant shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Consultant shall be responsible to see the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Authority will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

15. Deadline for Submission of Proposals

15.1 It shall be the responsibility of the Consultant to ensure that their Proposal is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. The Authority will not be held responsible for technical glitches and internet connectivity issues confronted by Consultant in uploading their Proposal or for any failure on part of the Consultant to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Proposals by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

15.2 The last date and time for submission of Proposals may be extended by amending the RFP Documents in accordance with ITC Clause 7 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Authority and Consultant previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

16. Late Proposals

The E-Procurement Portal will not accept any Proposals after the last date and time for submission of

Proposals.

17. Modification and Withdrawal of Proposals

17.1 The Consultant may modify the contents of the Technical Proposal or Financial Proposal or withdraw its Proposal by uploading their request prior to deadline for submission of Proposals in E-Procurement Portal. For Proposal modification, the Proposal submitted by the Consultant within the last date and time for submission of Proposals shall be considered as the Proposal. The Consultants may withdraw his Proposal by uploading their request before the last date and time of submission of Proposals.

17.2 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the original period of Proposal validity or extended period in pursuant to Clause 13.

Withdrawal of a Proposal during this interval shall result in forfeiture of the Consultant's Earnest Money Deposit/initiation of action for debarring the Consultant as per Bid Securing Declaration.

E. Proposal Opening and Evaluation of Proposals

18. Opening of Technical Proposal

18.1 The file containing Part I - Technical Proposal Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Consultant, who intend to attend the Technical Proposal opening are to bring with them letters of authority/power of attorney from the corresponding Consultant. In the event of the specified date of Technical Proposal opening being declared a holiday, the Technical Proposal shall be opened at the appointed time on the next working day.

18.2 List of submitted Proposals termed as RECEIVED shall be displayed in E-Procurement Portal. All Proposal payments including EMD and cost of RFP document, if so stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Consultant as the Authority may consider appropriate shall be published in the E-Procurement Portal.

19. Process to be Confidential

19.1 The Authority shall ensure the confidentiality of the process of Proposal evaluation until orders on the Proposals are passed.

19.2 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations of award of Consultancy Agreement shall not be disclosed to Consultant or any other persons not officially concerned with such process until award of the successful Consultant has been announced in the E-Procurement Portal. Any effort by a Consultant to influence etc., the Authority in processing of Proposals or award decision may result in rejection of Proposal.

20. Clarification of Proposals

20.1 During evaluation of Proposals, the Authority or the Proposal Scrutiny Committee may, at its discretion, seek bonafide clarifications in writing from the Consultants relating to the Proposals submitted by them by a specific date. The Consultant may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Consultant does not comply or respond by the specified date, his Proposal shall be liable to be rejected and this shall be legally acceptable and binding to all the Consultants.

20.2 The Authority shall not offer or permit any change in the price or substance of a Proposal except to confirm the correction of arithmetic errors discovered by the Proposal Scrutiny Committee in the evaluation of the Financial Proposals. In case of confusion between digit and words, words shall be preferred for evaluation purpose.

20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified consultant, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

20.4 All communication generated as above shall be included in the record of the procurement proceedings.

21. Initial Examination of Proposals

21.1 The Authority shall cause an initial examination of the Proposals submitted to determine their substantial responsiveness and following factors shall be considered, namely:

i. Whether the Consultant meets the eligibility criteria laid down in the RFP Documents;
ii. Whether the crucial documents have been duly signed and submitted;
iii. Whether the requisite [Earnest Money Deposit/ Bid Securing Declaration, if exempted] in the required manner has been furnished;
iv. Whether the Proposal is substantially responsive in terms with the RFP Documents without

material deviation or reservation or inconsistent with the Authority's right or Consultant's obligations as per RFP.

21.2 Proposals which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, may be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.

21.3 The Authority/ Proposal Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Proposal which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Consultant. A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that.

a. If accepted, would
   i. affect in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Terms of Reference; or
   ii. limits in any substantial way, inconsistent with the RFP Document, the Authority's rights or the Consultant's obligations under the Consultancy Agreement to be executed.

b. if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.

c. During the evaluation of Proposals, the following definitions apply:
   i. "**Deviation**" is a departure from the requirements specified in the RFP Document;
   ii. "**Reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
   iii. "**Omission**" is the failure to submit part or all of the information or documentation required in the RFP Document.

22. Evaluation of Technical Proposal

22.1 The Authority may constitute a Proposal Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Proposals strictly in accordance with the evaluation criteria indicated in Section III of this RFP Document.

22.2 The Proposal Scrutiny Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and scoring system specified in the Data Sheet. Each responsive Proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases, if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The method to be used will be indicated in Data sheet.

22.3 The list of Qualified Consultants, non-responsive and not qualified Consultants and the date, time of opening of Financial Proposals of Qualified Consultants shall be published by the Authority in the E-Procurement Portal eproc.punjab.gov.in.

23. Opening and Evaluation of Financial Proposal (for QCBS, and LCS methods)

23.1 Consultant whose Technical Proposals are adjudged as responsive in terms of Clause 21 and achieve the minimum technical score will be declared as qualified Consultant ("**Qualified Consultant**"). Consultant who does not achieve the minimum technical score shall be disqualified. The list of Qualified Consultants shall be published by the Authority in the E-Procurement Portal. The Financial Proposals of only the Qualified Consultant shall be considered for opening in the E-Procurement Portal. The date, time and location for

the opening of the Financial Proposals shall be published in the E-Procurement Portal.

23.2 The Financial Proposal of all the Qualified Consultant will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of consultant, who intend to attend the Financial Proposal opening are to bring with them letters of authority from the corresponding Consultant. If the specified date of Financial Proposal opening is declared a holiday subsequently the Financial Proposals shall be opened at the appointed time on the next working day.

23.3 At the opening of the Financial Proposal, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

24. Combined quality and Cost Evaluation

24.1 **In the case of Quality and Cost- Based Selection (QCBS)**, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined (technical plus financial) score will be invited for negotiations.

25. Correction of Errors

25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial proposal.

25.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

26. Taxes

26.1 The Authority's evaluation of the Consultant's Financial Proposal shall include all taxes and duties but shall be exclusive of GST in accordance with the instructions in the Data Sheet.

27. Negotiations

27.1 Negotiations may be held at the address indicated in the Data Sheet with the L1 Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

27.2 Negotiations may include a discussion of the Technical Proposal, the Terms of Reference (TOR), proposed methodology (work plan), approach, staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Authority and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the site/Authority's office as desired by the Authority, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Consultancy Agreement. These discussions however, shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product or the relevance of the initial evaluation be affected

27.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated preferably.

27.4 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable.

27.5 The invited Consultant shall confirm the availability of all Personnel included in the Proposal as a pre-requisite to the negotiations. The Authority will not consider substitutions during Agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Assignment. If this is not the case and if it is established that key staff was offered in the Proposal without confirming their availability, the Consultant may be disqualified.

27.6 Notwithstanding the above, the substitution of Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Personnel within the period of time specified in the request for proposal notice to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. No key experts shall be replaced without the approval of the competent authority. Each such replacement will attract the penalty as define in the data sheet.

27.7 The negotiations will conclude with a review of the draft form of the Agreement, which shall them be signed by the Authority and the Consultant 's authorized representative.

F. Award of Consultancy

28. Preparation of evaluation report

28.1 After evaluation of the Proposals in accordance with the eligibility and qualification criteria, the order of acceptance of Proposal along with the comparative statement shall be uploaded in the E-Procurement Portal

29. Letter of Acceptance (LoA) and Signing of Consultancy Agreement

29.1 The Consultant whose Proposal has been accepted will be notified by issuing the Letter of Acceptance (LoA) prior to expiration of the Proposal validity period through the E-Procurement Portal and through email to the successful Consultant specifying the details about the consideration for the provision of Services (hereinafter and in the Agreement called the "**Consultancy Fee**"). The Consultant shall within the timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal /in writing or by e-mail.

29.2 Before issuing such LOA, the Authority may, at its discretion, ask the Successful Consultant to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Proposal. If the Consultant fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Authority and action shall be initiated to debar such Consultant in accordance with the RFP.

29.3 Upon the successful Consultant's furnishing of Performance Security Deposit, the Authority shall execute the Consultancy Agreement incorporating all agreed terms and conditions between the Authority and the successful Consultant as indicated in the Data sheet.

29.4 Within the period indicated in the Data Sheet, the successful Consultant will sign the Consultancy Agreement and deliver it to the Authority and commence the services at the date, time and location as specified in the Data Sheet.

30. Performance Security Deposit

30.1 After issuance of notification of the letter of acceptance (LoA) by the Authority, the successful Consultant shall within a specified period furnish the Performance Security as indicated in the Data Sheet, in the form of Fixed Deposit Receipt/ Bank Guarantee etc. issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.

30.2 Failure of the successful Consultant to comply with the requirement of ITC Clause 29.4 or and ITC Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

31. Code of Integrity

No officer or employee of a Authority or the Consultant participating in a Procurement Process shall act in violation of the Code of Integrity as specified below:

31.1 **Prohibiting:**

a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process or the action of other party;

b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false

declaration or providing false information for participation in a Procurement Process or to secure a contract or in execution of the Agreement;

c. Anti-competitive practice - any collusion, Proposal rigging or anti-competitive behavior to impair the transparency, fairness and the progress of the Procurement Process.

d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Procurement Process or affect the execution of an Agreement.

e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one Proposal in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Authority who are directly or indirectly related to the Proposal or execution process of Agreement; or improper use of information obtained by the (prospective) Consultant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain;

f. Obstructive practice: materially impede the Authority's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority's rights of audit or access to information.

31.2 **Obligation of Proactive Disclosures:**

Failure to declare below instances shall amount to violation of this Code of Integrity:

a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest in any Procurement process or execution of Agreement.

b. Any Consultant must declare, whether asked or not in a RFP Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Authority.

c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Consultant making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the Authority.

31.3 **Provisions in addition to above:**

a. Removal from the list of registered consultants and blacklisting/banning/debarment of the Consultant from participation in future procurements of the Authority for a period for a specific period, as decided by the competent authority

b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

32. Appeals

32.1 Consultant aggrieved by an order passed by the TOC/TAC, may complain to Authority. If the aggrieved Consultant is not satisfied with the decision of the TOC/TAC, then such Consultant may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.

32.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria

1.1 For determining the eligibility of Consultant ("Eligible Consultant"), the following conditions are required to be satisfied:

a. Any contracts of the Consultant should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Authority or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant.

b. Consultant must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.

c. Group of single business entities (Consortium) not allowed to participate in this Procurement process as indicated in the Data Sheet.

d. The Consultant, and its current directors (as per companies act in case of companies) or current partners (in case of partnership or LLP) should not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract / agreement within a period of thirty-six (36) months from the last date of submission preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

e. A Consultant shall not have a conflict of interest as specified in the RFP or Govt of Punjab Guidelines, as amended from time to time.

1.2 The Consultant should have the following registrations:

a. Registration under the applicable law for establishing their legal business identity,
b. Active Registration under the Goods and Service Tax (GST) Act,
c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act,
d. Registration under MSE policy of Punjab, for getting benefits under this policy.

2. Qualification Criteria

2.1 The Consultant should establish their competence and capacity based on the following qualification criteria:

a. All Consultants /Transaction Advisors empaneled by Punjab Infrastructure Development Board on Bid Due Date will be considered to be eligible to bid for the project.

b. All other Infrastructure Services Firms / Consulting Companies can participate subject to eligibility as below:

i. Financial Capacity - The Consultant shall have received an average professional fee of Rs **100 (Rupees One Hundred Crore)** per annum from the consultancy services during last 3 (three) financial years preceding the Bid Due Date.
ii. Technical Capacity - The Consultant shall have completed at least Three (3) Consultancy works / projects of Program Management / Project Management Consultancy / Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10 years preceding Bid Due Date;

Note:

1. Program Management / Project Management Consultancy / Development Management experience shall comprise – Program management or project management or development management or tender management projects for roads, highways, bridges, Mass Rapid Transit Systems (MRTS), and similar transport developments.

2. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Consultant will not be considered for the purpose of evaluation.

3. Year 1 will be the latest completed financial year, preceding the last date for submission of Proposals. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Proposals falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the three years preceding beyond latest financial year.

2.2 Proposals of only those Consultant who satisfy for the minimum Qualification criteria will be considered for further evaluation. If a Consultant does not fulfil the minimum Qualification criteria, the Consultant shall be disqualified. On such disqualification the Financial Proposal of such Consultant will not be opened and will not be considered for further evaluation.

2.3 Though the Consultant fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria etc., if it comes into the notice of Authority.

2.4 The Consultant should offer and make available all the Personnel (the "Personnel") having the requisite qualification & experience and shall discharge their respective responsibilities as provided in the Data She

SECTION IV: DATA SHEET

(To be reviewed and filled by the Authority as per requirement)

<table>
<tr><th>S no</th><th>Details</th></tr>
<tr><td>1</td><td>The name of the Authority is: Chief Administrator, GREATER MOHALI AREA DEVELOPMENT AUTHORITY (GMADA)
The name, objectives and description of the Consultancy Services are: PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM
The method of selection is: - Quality and Cost Based Selection (QCBS) with National competitive Bidding.</td></tr>
<tr><td>2</td><td>If The Assignment is phased:</td></tr>
<tr><td>3</td><td>The Authority envisages the need for continuity for downstream work:</td></tr>
<tr><td>4</td><td>The name(s), address(es), and telephone/numbers of the Authority's Official(s) are: _____</td></tr>
<tr><td></td><td>Name: Divisional Engineer (C-3), GMADA, S.A.S Nagar
Address: PUDA BHAWAN, Sector- 62, S. A. S Nagar, Punjab</td></tr>
<tr><td>5</td><td>Joint Ventures/ Consortiums are allowed? No</td></tr>
<tr><td>6</td><td>Sub-Contracting is allowed: NO</td></tr>
<tr><td>7</td><td>Tender Fee: The tender documents can be downloaded from Govt. tender web site eproc.punjab.gov.in

Cost of Tender Documents: Non-Refundable/ Non-Adjustable Fee of INR 11800 (non-refundable) – to be paid online along with the Technical Proposal in the manner set out in Clause ____

Note: Tender Fee can be paid online on as mentioned on the E-proc website eproc.punjab.gov.in</td></tr>
<tr><td>8</td><td>The E-Procurement Portal provides for online clarification. A prospective Consultant requiring any clarification of the RFP Documents may notify the Authority in writing through the E- Procurement Portal and/or by email to the mail ce@gmada.gov.in or by Speed post on the address on
Chief Engineer, GMADA
Room No. 318, 3rd Floor
PUDA Bhawan, Sector 62
S.A.S Nagar, Punjab</td></tr>
<tr><td>9</td><td>Pre- bid will be held on _____ PUDA BHAWAN, Sector- 62, S. A. S Nagar, Punjab
Virtually on the link: (to be updated on website)</td></tr>
<tr><td>10</td><td>Proposals should be submitted in the following language(s): English

All supporting documents other than English language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall</td></tr>
<tr><td>11</td><td>The minimum required experience of proposed personnel:</td></tr>
<tr><td></td><td>
<table>
<tr><th></th><th>Role</th><th>Number</th><th>Minimum Education Qualification</th><th>Minimum Experience</th><th>Deployment</th></tr>
<tr><td>Overall – Phase 1 and Phase 2</td><td>Engagement Director</td><td>1</td><td>M.E. / M Tech in Transportation / Highways</td><td>15+ years' experience</td><td>50% in Phase 1; 25% in Phase 2</td></tr>
<tr><td rowspan="2">Phase 1</td><td>Senior Highway Engineer</td><td>1</td><td>B.E. / B.Tech Civil</td><td>12 years in highway, cross-section, and junction design</td><td>100%</td></tr>
<tr><td>Highway Engineer</td><td>1</td><td>B.E. / B.Tech Civil</td><td>10 years in highway, cross-section, and junction design</td><td>100%</td></tr>
</table>
</td></tr>
</table>

		Urban Designer	1	Masters in Urban Design / Planning/Architecture	10 years in urban street / public realm design	50%
		Utility Coordination Expert	1	B.E. / B.Tech Civil / Electrical / Mechanical	10 years in utilities (water, sewer, power, OFC) on urban road projects	50%
		Tech & Road Signalling & Surveillance Expert	1	B.E. / B.Tech Electronics / Electrical / IT / Computer Science	10 years in ITS, CCTV, road tech, traffic surveillance, signalling	50%
		Signage Specialist	1	B.E. / B.Tech Civil	10 years, road signage / marking / wayfinding / IRC compliance	50%
		QS Specialist	2	B.E. / B.Tech Civil B.E. / B.Tech Electrical	10 years in road infra costs, BOQ, estimation.	100%
		QA /QC Specialist	2	B.E. / B.Tech Civil B.E. / B.Tech Electrical	10 years in pavement / concrete QA, site / lab / materials	100%
		Field Surveyors	4	Diploma or higher	5 years	100%
		Project Accountant	1	B. Com Graduate	5 years	100%
		AutoCAD Draftsman	2	Diploma in Civil Engineering / Mechanical, Architect/ Electrical Or ITI (Industrial Training Institute) – Draughtsman (Civil/Mechanical/Architectural)	5 years	100%
	Phase 2	Highways Engineer	2	B.E. / B.Tech Civil B.E. / B.Tech Electrical	7 years in roads / streetscape construction & supervision	100%
		QA Specialist	2	B.E. / B.Tech Civil B.E. / B.Tech Electrical	7 years in pavement / concrete QA, site / lab / materials	100%
		Field Surveyors	4	Diploma or higher	5 years	100%
		Project Accountant	1	B. Com Graduate	5 years	100%
		AutoCAD Draftsman	2	Diploma in Civil Engineering / Mechanical, Architect/ Electrical Or ITI (Industrial Training Institute) – Draughtsman (Civil/Mechanical/Architectural)	3 years	100%
	Note – • **Of the above personnel, 4 are designated as Key Personnel / Experts for evaluation purpose – Engagement Director, Senior Highway Engineer, Urban Designer, Utility Coordination Expert.** • Consultant can propose inhouse personnel or submit CVs of independent experts. However, all such personnel need to be onboarded as permanent employees / contractual workers with the Consultant before deployment.					
12	Reports which are part of the assignment must be written in the following language: English					
13	The amount of EMD is Rs **INR 35 Lakhs (Indian Rupees Thirty-Five Lakhs)**.					

14	EMD should be paid online or through mode mentioned above in favour of Divisional Engineer (C-3)
15	EMD payment option: Online Option: i. DD ii. BG For further details regarding e-payment, please refer to the E- Procurement Portal. Details: 1. Beneficiary Name: Divisional Engineer (C-3) 2. Bank Name: . IDBI 3. Branch Name: IDBI, Fortis Hearth Institute 4. Bank Address: Sector 62, Phase 8, S.A.S Nagar 5. Account No: 0054104000189613 6. IFSC Code: IBKL0000054
16	Proposal must remain valid for 120 days after the last date of submission i.e. until: specify the exact date
17	The Last _____receipt of Proposals in the E-Procurement Portal
18	The Technical Proposal Document shall be opened first in the E-Procurement Portal at the [date] and [time] IST
19	**The minimum technical score required to pass is: 50 marks out of 100 marks** Consultant whose Proposals are found to be responsive as specified in clause 21 and have fulfilled the qualification criteria specified in Clause 4.1 shall be given marks in accordance with the parameters set out below:

TECHNICAL EVALUATION

Turnover of the Applicant: Total Marks 20						
S.	**Technical Criteria**	**Particulars**	**Number**	**Maximum Points**	**Max Marks**	**Required Document**
1	**Turnover of the Applicant**	Average Turnover of the Applicant over the past 3 fiscal years	> INR 100 Cr – INR 200 Cr	4 marks	20	CA / statutory auditor's certificate
		(Submit CA / auditor certificate)	> INR 200 Cr –INR 300 Cr	8 marks		
			> INR 300-400 Cr	12 marks		
			> INR 400-500 Cr	16 marks		
			>INR 500 Cr	20 marks		
Specific experience of the Consultant (as a firm) relevant to the Assignment: Total Marks 25						
2	**Program Management / Project Management Consultancy / Development Management experience** **Note:** Only government projects or projects executed by government-affiliated undertakings will be considered.	Aggregate project cost of Similar Works executed	>INR 3,000 - INR 5,000 Cr	3 marks	15	Client Completion Certificate OR Certificate from the Applicant's Chartered Accountant for Completion For proof of project cost – LoA / contract / completion certificate / relevant Govt or public document
			>INR 5,000 - INR 7,000 Cr	6 marks		
			>INR 7,000 - INR 9,000 Cr	9 marks		
			>INR 9,000 - INR 12,000 Cr	12 marks		
			>INR 12,000 Cr	15 marks		
3	**Project Experience of Design and Engineering Services in transportation sectors - Highway / Urban Roads / MRTS / Bridge / Ports / MMLP / Railways / Airports, etc.** Note: Design & Engg. Services include DPR, Detailed Design, etc. Note: Only government projects or projects executed by government-affiliated undertakings will be considered.	Number of projects	1-2 projects	2 marks	10	Client Completion Certificate OR Certificate from the Applicant's Chartered Accountant for Completion
			3-4 projects	4 marks		
			5-6 projects	6 marks		
			7-8 projects	8 marks		
			> 8 projects	10 marks		

Key Experts' qualifications and competence for the Assignment: Total Marks 20						
4A	**Personnel – Engagement Director**	M.E. / M Tech in Transportation / Highways	**Years of experience**			Self-certified CVs of each team member
			15 - 20 years of Experience	2 marks	8	
			> 20 years of Experience	4 marks		
			Experience on projects			
			6-12 projects experience in roads, highways, transaction management, PPP structuring, development management, financial structuring, business planning	2 marks		
			>12 projects experience in roads, highways, transaction management, PPP structuring, development management, financial structuring, business planning	4 marks		
B	**Senior Highway Engineer**	B.E./B.Tech Civil;	**Years of experience**		4	Self-certified CVs of each team member
			12-15 years of Experience	1 mark		
			>15 years of Experience	2 marks		
			Project experience			
			2-5projects relevant experience in roads / highways / railways / MRTS / other transport sectors	1 mark		
			>5 projects relevant experience in roads / highways / railways / MRTS / other transport sectors	2 marks		
C	**Personnel – Urban Designer**	Masters in Urban Design / Planning/ Architecture	**Years of experience**		4	Self-certified CVs of each team member
			10-15 years of Experience	1 mark		
			>15 years of Experience	2 marks		
			Project Experience			
			2-5 projects relevant experience	1 mark		
			>5 projects relevant experience	2 marks		
D	**Personnel –Utility Coordination Expert**	B.E. / B.Tech Civil / Electrical / Mechanical	**Years of experience**		4	Self-certified CVs of each team member
			10-15 years of Experience	1 mark		
			>15 years of Experience	2 marks		
			Project Experience			
			2-5 projects relevant experience	1 mark		

			>5 projects relevant experience	2 marks		
Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): Total Marks 35						
5	**Presentation on proposed Approach and Methodology, and Experience**	To submit brief synopsis as part of Technical Proposal (maximum 15 single- sided pages). The presentation on the same to be made by shortlisted bidders to Authority. Authority would provide at least 3 days' advance notice to all shortlisted bidders as to the schedule of presentation.	Understanding of TOR and prior experience on large and complex urban projects	20 marks	35	
		Apart from approach and methodology, the presentation should include work and staffing plan, relevant experience and why the Applicant would be best suited for the Project.	Proposed Approach & Methodology	10 marks		
			Work Plan	5 marks		
	Total Marks			**100 Marks**		
6	**Calculation of Technical and financial score**					
	FINANCIAL EVALUATION: Financial proposal shall comprise of 3 quotes (refer scope of work): • Financial proposal shall comprise of 3 quotes: Fee A – lumpsum fee for phase 1; to be disbursed in 12 equal installments Fee B – lumpsum fee for phase 2; to be disbursed in 12 equal installments • Only total fee shall be considered for final financial evaluation • Note that the quoted Financial Proposal shall be EXCLUSIVE of applicable GST. • The Financial Proposal shall be quoted in INR. Financial Proposals shall only be opened for Applicants scoring a minimum of 50 marks (out of 100 marks) in their Technical Proposal. • Evaluation shall be as follows:					
	Financial Proposal	Lowest Bid		100 Marks Awarded		
		Other bids: Calculation of financial score: {(Minimum financial bid / Financial bid being considered) * 100}		Proportional Marks Awarded		
	The proposal with highest Technical marks (Tmax) will be given a technical score of 100 points. The technical scores of other proposals will be computed as follows: St = 100 x T/Tmax (In which, St is the Technical Score, Tmax is the highest technical marks and T is technical marks of proposal under consideration.)					

	The lowest Financial Proposal (Fmin) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows Sf = 100 x Fmin/F (In which, Sf is the Financial Score, Fmin is the lowest price and F is the price offered in the proposal under consideration.) **Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows. The weights given to the Technical (T) and Financial (P) Proposals are:** **T = [80%], and P = [20% weight]** Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight in % given to the Technical Proposal; P = the weight given in % to the Financial Proposal; such as T + P = 100) as following: S = St x T% + Sf x P%. Where S is the combined score.
7	Penalty imposed for replacement of key experts is as follows: The Authority shall not permit the replacement of more than 2 Personnel over the course of the project. Substitution of Engagement Director shall not be allowed during the assignment. However, if under any unavoidable circumstances, the replacement of the Engagement Director / Personnel (more than 2) shall only be considered with the prior approval of the Authority. The Authority can request the replacement of any of the Personnel mentioned above, in case of non-performance or non-adherence of procedures. In such a case, a replacement of equal or better qualified and experienced personnel, to the satisfaction of the Authority, shall be provided by the Consultant within 30 days.
8	Execution of the Consultancy Agreement by the Authority shall be within 7 days from the date of receipt of Performance Security Deposit.
9	Successful Consultant will sign the Consultancy Agreement and deliver it to the Authority within 7 days from the date of receipt of the Consultancy Agreement from the Authority.
10	The Assignment is expected to commence on [Date, *Month, Year*] at [Location]:
11	Performance security Deposit shall be furnished by the Successful Consultant within 7 days after receipt of notification of award from the Authority.
12	Value of Performance Security shall be 5% of allotment amount/Consultancy Fee.

SECTION V: FORMATS FOR SUBMISSION OF PROPOSALS

1. **Technical Proposal – Standard Forms**

LIST OF DOCUMENTS

- **A. Technical Proposal Submission Form**
- **B. Details of the Consultant**
- **C. Consultant's Experience**
- **D. Financial capacity of the Consultant**
- **E. Description of approach, methodology and work plan for performing the assignment**
- **F. Team composition and task assignments**
- **G. Format of Curriculum Vitae of proposed Personnel**
- **I. Activity (work) schedule**
- **J. Power of Attorney for Signing of Proposal**
- **K. Earnest Money Deposit**
  - **a. Form 1- Bank Guarantee for EMD**
- **L. Checklist of Documents to be submitted by the Consultant along with the Technical Proposal**

2. **Financial Proposal - Standard Form**

Annexure A – Technical Proposal Submission Form

(To be submitted on the letter head of the Consultant)

Date: [insert date (as day, month and year) of Proposal Submission] RFP Reference No._____

To

Divisional Engineer (C-3)

GMADA, S.A.S Nagar

Sub: [**Proposal for Procurement of (Name of Consultancy Services) at]**

1. "We, the undersigned, hereby submit our Proposal, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Documents, namely: (a) the Technical Part: Technical Proposal, and (b) the Financial Part: Financial Proposal."

2. With reference to your RFP document dated _____. I/We, having examined the RFP Documents and have no reservations to the RFP Documents, including Addenda issued in accordance with Instructions to Consultants (ITC).

3. I/We certify that all information provided in the Proposal submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I/We shall make available to the Authority any additional information/clarification it may find necessary or require to supplement or authenticate the Proposal.

5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I / We declare that to the best of our knowledge, in the last 36 (thirty-six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any Government public sector procuring entity in India for breach on our part

7. I/We understand that you may cancel the selection process at any time and that you are not bound to accept any Proposal that you may receive.

8. I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria as specified in Section III and meet(s) the requirements as specified in the RFP Document.

9. I /We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

10. In the event of us being declared as the Successful Consultant, I/we agree to enter into an Agreement in accordance with the draft that has been provided by the Authority. We agree not to seek any changes in the aforesaid draft Consultancy and agree to abide by the same.

11. I/We have studied all the RFP Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft

Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the selection process including the award of the Agreement.

12. I/We offer an Earnest Money Deposit of Rs. _____ (Rupees Only) and Cost of RFP documents Rs. _____(if applicable) for the Services for which we have submitted the Proposal (s) in accordance with the RFP Document.

13. The documents comprising the Proposal, as specified in Clause 10.1 of the RFP Document, have been submitted in the manner set out in the RFP Document.

14. We, the undersigned, offer and agree to provide the aforementioned services in accordance with RFP Document dated [Date] for a Consultancy Fee as mentioned in our Financial Proposal.

15. The quoted Consultancy Fee is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Consultant in carrying out the Services.

16. The quoted Consultancy Fee shall be inclusive of all prevailing taxes, levies, cess, and applicable taxes, if any, as applicable, for all activities provided under this Proposal excluding GST. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from consultant bills as per applicable law, and quoted rates shall be deemed to include this.

17. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

18. I / We confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP Document.

19. I/ We, the undersigned, offer to provide the above services in accordance with your RFP Document dated [Date], and our Proposal (Technical Proposal and Financial Proposal).

20. I / We hereby offer and agree to provide the aforementioned Service for a Service Fee/Consultancy Fee as provided by us in the E-Procurement Portal if we are the Successful Consultant for the aforementioned Service

21. I shall keep this offer valid for proposal validity period as specified in Clause 13.1 of the ITC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

22. I/We confirm that if I/We are the successful Consultant shall within the period as indicted in the Data Sheet furnish the Performance Security Deposit in accordance with the Conditions of Consultancy Agreement.

23. I/We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until a formal Agreement is prepared and executed.

24. I/We understand that you are not bound to accept the lowest or any Proposal you may receive.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:
Place:

(Signature of the Authorised Signatory)
Name and seal of Consultant

ANNEXURE B – Details of the Consultant

(To be submitted on the letter head of the Consultant)

Form 1

1. (a) Name:
   (b) Country of incorporation:
   (c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
   (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (e) Address of the office/ corporate headquarters or its branch office(s),

2. Bank Details
   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code

3. Brief description of the Consultant including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

5. Particulars of the Authorized Signatory of the Consultant:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

6. The Consultant hereby declares that to the best of Its knowledge there are no instances of material non-performance, contractual non-compliance, contractual disputes, or litigation / arbitration in past assignments during the last thirty-six (36) months from the last date of submission that affect or could affect adversely, the Consultant's ability to successfully execute the present project

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

SIGNATURE OF CONSULTANT WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Proposal on behalf of:

(Name & address of the Consultant and Seal)

ANNEXURE B1
NON-BLACKLISTING DECLARATION

ANNEXURE B1 – NO BACKLISTING DECLARATION (ON INR 100 AFFIDAVIT)

UNDERTAKING REGARDING NON- BLACKLISTING

Date: _____

To,
Divisional Engineer (C-3)
GMADA, S.A.S Nagar
RFP No.: _____

RFP Title: _____

We, M/s _____, having registered office at _____ hereby declare and undertake that we are not under any declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. as on the date of this RFP.

We hereby confirm that this undertaking is true and correct to the best of our knowledge and belief.

Yours Sincerely,

Name and designation of Authorized Signatory

ANNEXURE C - Consultant Experience

(To be submitted on the letter head of the Consultant)

Relevant Services Carried Out in the Last Fifteen Years That Best Illustrate Qualifications

(Refer Section III of the RFP *Document)*

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

1	Assignment / job name
	Type –
	Industry / Sector
1.1	Description of Project
1.2	Value of the Project (INR Cr)
1.3	Project Area - if applicable
1.4	Approx. value of the contract (in Rupees)
1.5	Country
1.6	Location within country
1.7	Duration of Assignment/job (months)
1.8	Name of department
1.9	Address
1.10	Start date (month/year)
1.11	Completion date (month/year)
1.12	Name of associated Consultant / JV partner, etc., if any
1.13	Description of actual Assignment / job provided by your staff within the Assignment / job

Note:

Please provide documentary evidence from the Client i.e., copy of work order / Letter of award / copy of agreement signed with the Authority [Copy of Client certificate / completion certificate / fee received certificate signed by Chartered Accountant].

The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Multiple project experience under an umbrella project may be considered as separate projects, only if separate proof of work / completion of submitted by the Applicant for each such project.

General Instructions:

1. The experience cited must comply with the eligibility criteria specified in Section III and Data sheet.

2. Along with the above format and information, the Proposals for demonstrating the qualification criteria as provided in Section III of the ITC is required to submit the supporting documentary proofs as provided at **Annexure L for above details**:

3. The list above is indicative only. Consultants may attach more documents if required to showcase its past performance.

4. In case the Consultant is registered outside India. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International

Monetary) Fund for the relevant date.

5. List only those assignments for which the Consultant was legally contracted by the Authority as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Authority.

ANNEXURE D –Financial Capacity of the Consultant

(Refer Section III of the RFP Document)

S. No.	Financial Year	Turnover of the Applicant
1	Financial Year FY 2024 - 25	
2	Financial Year FY 2023 - 24	
3	Financial Year FY 2022 - 23	
Average		

Certificate from the CA / Statutory Auditor

This is to certify that .....(name of the Consultant) has accrued the following turnover as specified above

This certificate is being issued to be produced before the Authority for the RFP _____

Name of the audit firm:
Registration No. of the Firm:
Seal of the audit firm:

Date:

Signature, name and designation of the authorised signatory
as well as UDIN number

Note:

1. The Consultant should provide details of its own Financial Capacity duly certified by its CA/Statutory Auditor.

2. In case the Consultant is registered outside India, the financial capacity as certified by the CA/statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In the case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

ANNEXURE E - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT (MAX 15 PAGES)

(Refer Section III of the RFP document)

Technical approach, methodology and work plan are key components of the Technical Proposal.

You are suggested to present your A&M divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing.

d) Relevant experience

- Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment / job, methodology for conducting the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- Work Plan. The Applicant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. Indicative Table for workplan below.

Activity	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**...Week N**
Activity 1					
Activity 2					
Activity 3					
Activity N					
DELIVERABLE					

- Organization and Staffing: The Applicant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

- Relevant Experience: Here is where we expect the Applicant to highlight their relevant experience to the Project at hand and other factors that make the Applicant best suited for the Project. The Applicant is expected to use this portion of the presentation to highlight its designs and concepts for paid assignments where the Applicant's design / masterplan is either already executed or being executed.

- Comments (on the TOR and on counterpart staff and facilities): Please also include comments, if any, on counterpart staff and facilities to be provided by the Authority. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

ANNEXURE F- Team composition and Task assignments

(Refer to Section III of the RFP Document)

(To be submitted on the letter head of the Consultant)

- Personnel

Sl. No.	Name	Position	Task
1.			
2.			
3.			

1. Note
    - Of the above personnel, 5 are designated as Key Personnel / Experts for evaluation purpose – Engagement Director, Highway Engineer, PPP Expert, Finance Expert and Urban Designer.
    - Consultant can propose inhouse personnel or submit CVs of independent experts. However, all such personnel need to be onboarded as permanent employees / contractual workers with the Consultant before deployment.

ANNEXURE G - Format of Curriculum Vitae of Proposed Personnel
(Refer to Clause 10.1 of the ITC) **(MAX 10 PAGES INC PROOFS)**

1. Proposed Position: [For each position of Personnel separate form shall be prepared]:

2. Name of Firm: [Insert name of firm proposing the staff]:

3. Name of Staff: [Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Countries of Work Experience: [List countries where staff have worked in the last ten years]:

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

9. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

- From [Year]: To [Year]:
- Name of Organization
- Positions held:

10. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]

11. Work Undertaken that Best Illustrates Capability to Manage the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to manage the Consultancy assignment]

- Name of Assignment/job or project:
- Year:
- Location:
- Project area (acres):
- Main project features:
- Positions held:
- Activities performed:

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal or blacklisting by the Authority. I also certify that I have not submitted my CV, for this assignment, to any other firm.

- Date:
- Place:
- [Signature]

ANNEXURE I– Activity (work) schedule

(Refer to Section III of the **RFP** Document)

A. Project Plan:

		Month-wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Deliverable	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Report*	Programme: (Date)
1. Concept Report/Inception Report	
2. Draft Report	
3. Final Report	

MODIFY AS REQUIRED FOR THE ASSIGNMENT.

ANNEXURE J – Power of Attorney for Signing of Proposal

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Proposal for the project envisaging "**Selection of Consultant for _____**", proposed by the [**GMADA**] (the "Authority") including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Consultant's and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Service and/or upon award thereof to us and/or till the entering into the Consultancy Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

This Power of Attorney is valid from the date of execution hereof and shall be valid till culmination of proposal and/or entering into agreement with Authority upon award of project or terminated earlier; or the Attorney ceases to be in employment of the Consultant, whichever is earlier, as the case may be.

IN WITNESS WHEREOF WE, , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 2025.

For _____

(Signature)

(Name, Title, and Address)
Witnesses:
Accepted [Notarized]

(Signature)

(Name, Title, and Address of the Attorney)

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

Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

ANNEXURE K: Earnest Money Deposit Form 1- Bank Guarantee for EMD
(Refer Clauses 12.3 of the RFP Document)

BG No. Date:

1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of …… (a registered under the _____,) and having its registered office at…… (hereinafter referred to as the "**Consultant**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____(hereinafter referred to as "the Assignment") pursuant to the RFP Document dated…… issued in respect of the Project and other related documents including without limitation the draft Consultancy agreement (hereinafter collectively referred to as "RFP Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at_____(hereinafter referred to as the "Bank"), at the request of the Consultant, do hereby in terms of Clause 1 2.4 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Consultant and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Consultant if the Consultant shall fail to fulfil or comply with all or any of the terms and conditions contained

2 Any such written demand made by the Authority stating that the Consultant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.

3 We, the Bank, do undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Consultant or any other person and irrespective of whether the claim of the Authority is disputed by the Consultant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Consultant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Consultant to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4 This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Proposal or for such extended period as may be mutually agreed between the Authority and the Consultant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5 We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Consultant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, *inter alia*, the failure of the Consultant to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Authority that the Consultant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other Board.

6 The Guarantee shall not be affected by any change in the constitution or winding up of the Consultant or the Bank or any absorption, merger or amalgamation of the Consultant or the Bank with any other person.

7 In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Consultant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Consultant or to postpone for any time and from time to time any of the powers exercisable by it against the said Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Consultant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability

8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein

9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10 It shall not be necessary for the Authority to proceed against the said Consultant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Consultant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (*equal to validity period of EMD*) days after the last date for submission of Proposal].

Signed and Delivered by ..... Bank
By the hand of Mr./Ms. ..... , its.....and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE K: Form 2- Bid Securing Declaration

(Refer Clauses 12 and to be submitted on the letterhead of the Consultant)

(For Consultants who are SMALL & Medium Enterprises)

To

Divisional Engineer (C-3)
GMADA, S.A.S Nagar

Ref: RFP Title: Consultancy Services for [ ]

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal may be supported by a BID SECURING DECLARATION in lieu of EMD.

We unconditionally accept the conditions of this BID SECURING DECLARATION. We understand that we shall stand automatically suspended from being eligible for participating in any Proposal in Procuring Entity for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the Proposal conditions if we:

- withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity period; or
- being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
    - refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
    - Fail or refuse to sign the contract.

We know that this BID SECURING DECLARATION shall expire if the contract is not awarded to us, upon:
1. Receipt by us of your notification of cancellation of the entire procurement process or rejection of all Proposals or of the name of the successful Consultant or
2. Forty-five days after the expiration of the Proposal validity period or any extension to it.

(Signature with date)

(Name and designation)
Duly authorized to sign Proposal for and on behalf of .....

Name & address of Consultant and seal of company
Dated on ..... day of ..... [insert date of signing]
Place.....[insert place of signing]

ANNEXURE L: Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

(Refer Section III of the RFP *Document)*

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
1.	10.1 A of ITC	First Electronic Document – Part 1- Technical Proposal documents	Applicable annexures and Demand Draft / Online Proof for payment of RFP Document fee along with supporting documents to substantiate the same		
2.	10.1 B of ITC	Second Electronic Document – Part 2- Financial Proposal documents	Annexure O		
3.	Section III	Statement of not been debarred or removed from empaneled / registered list by the Procuring Entity/ Purchaser	Furnish a Notarized stamp paper of value Rs 100/- to this effect. Format attached as annexure.		
4.	Section III	Legal Status of the Consultant	Furnish a copy of the Registration Certificate along with copy of PAN		
5.	Section III	Qualification Criteria Demonstration – Consultant References	Furnish a copy of the following documents a) Copy of completion certificate from the Client for satisfactory performance and Certificate from a Statutory Auditor in the format provided at Annexure C		
6.	Section III	Qualification Criteria Demonstration – Personnel Experience	Copies of Curriculum Vitae of Proposed Personnel in the format prescribed at Annexure G. Self-Attested Supporting documents in the form. Educational degree certificates shall also be submitted for all proposed Personnel		
7.	Section III	Qualification Criteria Demonstration – Financial Capacity of the Consultant	• Certificate(s) from CA/ Statutory Auditors stating total revenues from professional fees during each of the past three financial years. • In the event that the Consultant does		

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
			not have a statutory auditor, it shall Provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Consultant.		
8.	12 of ITC	EMD	• Certificate for exemption/Bid Securing Declaration / Bank guarantee (scanned copy) / E-Bank Guarantee etc. whichever is applicable.		
9.	Section III-1.3	List of Registrations	• Registration under the applicable law for establishing their legal identity • Active Registration under the Goods and Service Tax (GST) • Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961 • Registration for MSME		

ANNEXURE O: FINANCIAL PROPOSAL - (Submitted online only)

Item No.	Description	Amount (INR)
FEE A	PHASE 1	
FEE B	PHASE 2	
	TOTAL Consultancy Fee [exclusive of GST]	

SECTION VI: TERMS OF REFERENCE

CONTEXT

Mohali is undergoing a transformative phase of urban expansion. It is proposed that 100 km of key road stretches be identified for holistic renewal and upgradation under the Mohali Next Generation Roads Program. The initiative will draw inspiration from Bangalore's Tender SURE model, focusing on creating high-quality, resilient, and future-ready urban corridors that support mixed-use neighborhoods and planned urban sectors.

To operationalize this program, GMADA intends to float an RFP for development and operations and management (O&M) of these identified road stretches. Alongside the operator, GMADA proposes to onboard a dedicated Project Management Unit (PMU) to provide comprehensive implementation, oversight and monitoring support throughout the project lifecycle.

The work of the PMU will include, but not be limited to, the following:

- Technical review and quality assurance of engineering drawings, BOQs, specifications, standards, and adherence to best-in-class urban street design norms
- Construction supervision through deployment of engineers and field staff to monitor progress, quality of works, safety compliance, and milestone adherence
- O&M oversight, including performance monitoring of the operator, KPI tracking, evaluation reports, and recommendations for corrective actions
- Contract management support, including documentation, approvals, and payment-linked milestone tracking
- Digital monitoring and reporting through dashboards, MIS systems, and preparation of monthly, and quarterly program reports
- Sustainability and urban design inputs to integrate walkability, cycling, landscaping, stormwater management, and climate-resilient street features

In addition, PMU will give suggestion on the following points:

A. Survey and Assessment
Objectives Approach and Principles Finalization - This shall include the following:

1. Development of the aim and vision for the site/street aligned with the vision and objectives of this study.
2. Site appraisal report based on the reconnaissance survey, interaction with key stakeholders, etc.
3. Review of applicable Urban Street guidelines including !RC, MoUD Urban Road Codes, Accessibility, UTTIPEC guidelines, etc. and compiling a list of planning and design principles as well as standards that shall broadly govern the design development process..
4. Develop/finalize a detailed project timeline and work plan in consultation with the Authority and other key stakeholders.
5. Accident Data Collection - Accident data and black spot analysis for the selected road stretch shall be conducted based on data collected from local traffic policy and/or other stakeholders. This shall be used to identify black spots and define effective solutions/remedial measures.
6. Total Station Survey - Carrying out Total Station Survey to work out the feasibility for construction of geometric improvement plan for all inter sections and site features including locations of all trees with girth more than 30 cm (measured at 1 m height from the ground level) in separate Auto Cad layer. A table, showing location, type, their species, and girth diameter; levels and reference number duly shown on the plan shall be made. Survey shall be taken up to 250m depth beyond the ROW for the connecting streets all along the proposed corridor with footprints of buildings or 50m (whichever is less) on both sides of the corridor and connecting streets showing entry /exit points/gates etc. in detail, including spot levels. Total station survey work shall include fixing of permanent benchmarks at important points correlated with Survey of India Benchmark. All the ground levels shall be plotted in the form of L-Section in computer Auto Cad with scale 1:1000 horizontal, 1:100 vertical. For X- Sections, it would be at 1:100 horizontal and 1:50 vertical.
7. Traffic Survey (road slopes, water logging, etc. - both there in Mohali and Amritsar) -To carry out classified mode and direction wise Traffic Volume Count survey for all categories of vehicles (including all motorized and non-motorized modes such as cars, 2 wheelers, buses, trucks/goods vehicles, pedestrians, cyclists/cycle rickshaws, e-rickshaw, auto rickshaw, etc.) at all intersection on/along the site/street with permitted right turns. Classified volume counts should be recorded and reported on 15 minute intervals. Volume count should be undertaken on two weekdays, one of which should be a weekend (Saturday or Sunday based on local traffic demand) while the other is a working day. Classified volume count should be collected on all major junctions or

20% of junctions with permitted right turns, whichever is higher for a period of 24 hours on each of the two survey days. Volume count on remaining intersections shall be for a minimum period of 3 peak hours in the morning and evening each (total 6 hours per day) on each of the two survey days. The survey should identify bottlenecks and recommend suitable stretches for the provision of dedicated bus lanes wherever RoW permits.

8. Parking Survey - To carry out detailed parking surveys all along the selected road length and on 100m on either side of the intersections. The parking survey shall include classified count of parked vehicles along with duration of parking. This shall be undertaken to assess the parking demand for different vehicle types (including commercial, passenger; non-motorized and intermediate public transport vehicles) in terms of short term and long-term parking demand. Survey should be carried out to capture peak parking period demand, for example parking demand on a market street may peak between 11am to 2pm on a Saturday, Sunday, thus this would be referred to the peak period on such a street Bus stop survey to be Contractors part.

9. Detailed road inventory mapping (to be undertaken as a part of the reconnaissance survey). Study of existing openings in Central Verge/ Intersection, side footpath etc. and rationalization of the same within the overall scheme. This road inventory mapping shall be used to define corridor/road stretch "segments" as per differences in observed characteristics and functions of each stretch. A segment should typically be between any two intersections. Each corridor or road length selected in the study may be broken into multiple segments based on variations in the characteristics such as traffic volume, speed, adjoining land use, available/usable right of way (RoW), etc. These segments shall be classified and recorded as per their characteristics and the same used for subsequent data collection, analysis and presentation.
10. Utility Survey - The contractor shall study the existing utilities of the subject corridor and influence areas. The contractor shall assess all possible options for implementation of the scheme considering its effect on existing and proposed utilities. A complete utility plan has to be mapped "as it is" and "as proposed" basis. The authority will assist by setting up a coordination mechanism to assist the contractor in speedy availability of all such (existing and proposed utility) maps, drawings and relevant information from the service providers. The authority shall provide all available surveys and only areas where survey is not available will be surveyed by the contractor.
11. Pavement Quality Survey - An observation-based survey shall be carried out along with stakeholders to record and assess the quality of existing pavement all along the road stretch, along with an assessment of condition of the foundation, sub base surface.
12. All surveys shall be conducted in parallel, so that the survey can be completed in the shortest duration possible.
13. Soil and Material Test - Carry out a soil test of the representative samples for standard IS classification tests, compaction tests and CBR. The test is to be conducted every 1 km or where natural soil composition seems to very based on visual inspection, along the median or the carriageway edge, or as per instructions of the Authority.
14. Data Analysis and Problem Understanding Report - Traffic, parking. activity and road inventory data analysis report shall be generated and submitted, using the primary and secondary data collected on the site. This report shall include a detailed presentation of "problem understanding" for the road stretch, disaggregated by different segments and intersections/types. The report shall also include an assessment of road stretches by road use type, traffic characteristics, function, etc. Formats of all the survey reports and final report will be finalized by the Authority.

B. Conceptual Planning and Design

1. Concept Designs - Preparation of 1 or more optional schemes based on understanding of the site from primary and secondary data collection, along with an understanding of the context and applicable standards/guidelines, with rough indicative cost and execution time. This shall include broad segmentation of conceptual solutions based on elements to be addressed, for example accident black spots, traffic circulation, drainage/lighting or other services, parking management, sustainability and nature- based solutions etc. Each option of the concept design should be complete with the following:
    - Suggestive schematic proposal for 'on street' & 'of street' parking all along the corridor within approved RoW and parking management policy.
    - Plans for rationalizing street infrastructure along with traffic management solutions such as intersections/median breaks, treatment of minor/major junction improvement, traffic circulation (such as one- way streets, limited access streets, pedestrianize streets, etc.) along with clear sight lines and visibility.
    - Development of Strip Plans - Existing and proposed strip plans and cross sections shall be developed for each identified segment on the road stretch along with solutions at critical locations, for each of the (2 to 3) options developed.
    - Inventory of shortlisted materials along with typical/key construction details, with lifecycle management requirements and ease of replicability.
    - Preparation of artistic views /photomontage, 3D animations/walk throughs as required for various presentations, for desired locations as per direction of Authority.
    - The bidder shall submit sample designs of 100m stretches for different roads (atleast 20) within GMADA and MC Mohali.
2. Lighting Design - The consultant shall undertake design of lighting systems for the stretch based on desired/standard minimum lux levels and uniformity ratio to be achieved. This should also include details of electrical supply systems and infrastructure for lighting. signaling and any other systems such as PIS, etc. Lights to be placed at high footfall intersections and existing light poles to be utilised ensuring that it matches the urban design theme.
3. Services Design - Options for the design of services along with relevant calculations shall be developed and submitted to Authority for approval. These shall include design of drainage system (including size and location of gully chambers, pipes and manholes, etc.) based on estimated peak rainfall and run off, and design of lighting systems based on

desired/standard minimum lux levels and uniformity ratio to be achieved. This should also include detail of electrical supply systems and infrastructure for lighting. signaling and any other systems such as PIS, etc.

4. Pavement and Profile Drawings - This should include the following:
    - 3d profile drawings designed to achieve effective run-off and drainage;
    - Pavement design including pavement foundations, subgrade, etc. as per soil and material test report.
5. Proof of Concept - Support the Authority in proof of concept and site experimentation. Elements of traffic management, circulation planning and other proposed infrastructural interventions at site may require demonstration of proof of concept with tactical urbanism/site experimentation. The consultant shall plan and design these in consultation with the Authority, based on the plans/concepts/designs included in the concept plan and the GAD. Feedback and recommendations based on these experiments shall be gathered by the consultant after due consultations with all stakeholders. Feedback/recommendations from these experiments/pilots shall be used in updating the concept designs and/or GADs as well detailed drawings.

6. General Arrangement Drawings (GAD):

a. Based on the approved scheme/concept plan the consultant shall develop detailed GAD on the total station survey drawings, which shall be used to develop the tender drawing set after incorporating all comments from the Authority and other stakeholders. The general arrangement drawings shall be developed and submitted to Authority for approval shall include but not be limited to:
    - Geometric alignment and design of all roads, intersections, and crossroads upto a length of 250m.
    - Include locations and details of all bus stops, intermediate public transport (!PT) stops/short term parking bays, etc.
    - On street and off-street parking plans and details.
    - Locations of all proposed services such as storm water drains (along with manholes and gully chambers), light poles (along with junction boxes, feeder poles, etc.), signal poles (along with controller boxes, junction boxes, etc.), location and details of cross conduits for telecom and electrical cables, location, design and placement of longitudinal conduits for telecom and electrical conduits (for example for light poles), manholes of existing/proposed sewer lines. Lighting as well drainage design and the placement as well design of their elements (such as junction boxes, gully chamber; etc.) is to be as per the approved requirements and calculations.
    - Locations of warning, regulatory and information signboards on the road stretch along with typical designs of such signboards, including mounting details, foundations designs, etc.
    - Trees pits should have proper grills (Tree Grilles) ensuring a flat, walkable surface that allows air and water to reach the tree roots and should match the urban design theme.
    - Geometric designs and details of all minor and major intersections including property entrances, side/service road entrances (3-arm junctions), etc.
    - Location and details of public EV charging infrastructure.

b. Typical Details - Typical construction and geometric details including material, finishes, specifications and dimensions of the following shall be developed and the drawings of the same submitted to Authority for approval along with GAD:
    - street furniture (benches, bollards, etc.),
    - planters and plantation,
    - edge treatment,
    - kerbs and dividers,
    - footpath and cycle track,
    - surface finishes and paving patterns
    - signage
    - pavement marking
    - light pole foundations and junction boxes
    - drainage manholes and gully chambers
    - any other service amenity, transformer, etc.
    - clearances to demonstrate continuous and seamless, barrier free movement.

9. Structural Drawings - The Consultant shall establish the need to develop infrastructure such as roads, footpaths, vehicular bridges, underpass, pedestrian overpass/underpass, culvert bridge expansion etc., based on approved concept design. The team shall develop design drawings for such structures and integrate the same with the general arrangement drawing set. Structural design and structural drawings as required is within the scope of work. Structural design and drawings of all minor structural components like crash barrier, box drains/open drains /culverts etc. are within the scope of work. However, Structural design and drawings for major structural components like underpass, flyover, subway, FOB are not covered in the scope of work but schematic plans /conceptual plans with locations of each proposed major component are included in the scope of work. For FOBs, detailed architectural drawings shall also be provided. Other scope of work as defined in NIT shall remain unchanged.

10. Development of Detailed Good for Construction Drawings - Detailed drawings and all services as well structural drawings shall be finalized after incorporating all comments, and the same shall be detailed to the tender drawing level and requirements, in consultation with the Authority and other stakeholders.

SCOPE:

Scope of work shall be split into 2 phases:

- Phase 1: Project Monitoring Unit – Construction
- Phase 2: Project Monitoring Unit – Operations Phase

Phase 1: Project Monitoring Unit – Construction Phase (As per Annexure 'AA')

- Construction Oversight
- Oversee detailed designs and working drawings submitted by selected contractor
- Certify material quality, safety measures, and adherence to guideline standards
- Monitor and document progress for each package / road segment
- Ensure contractor adherence to approved construction schedules and flag delays with mitigation plans
- Conduct regular, surprise, and milestone-based site inspections—QA / QC at every stage
- Review pedestrian, cyclist, and vehicular safety features
- Supervise installation of traverse utility ducts using "no-dig" or minimally invasive methods
- Verify implementation of environmental management measures, including dust control and waste disposal
- Coordinate temporary traffic management plans to minimize disruption during construction
- Oversee specification compliance for landscaping, signage, and street furniture
- Oversee specification compliance for pavement, drainage, signage and illumination
- Liaise with GMADA, municipal authorities, and public stakeholders for coordination
- Resolve on-ground execution issues and facilitate swift dispute resolution
- Validate as-built drawings and maintain updated documentation for handover and audit
- Generate structured reports—physical, financial—on a monthly and quarterly basis for program oversight
- Support GMADA during joint inspections, approvals, and certification of completed works

Phase 2: Project Monitoring Unit – Operations Phase

- Defect Liability Period (DLP) Oversight: Post-completion where partner remains liable for rectifying defects in pavements, utilities, signage, and streetscape elements
- Oversight of the Contractor operations:
    - Mechanized sweeping program
    - Road Washing program
    - Drain Clearing and Desilting program
    - Pothole reporting and resurfacing guidelines
- Monitor and document progress through regular surveying
- Conduct regular, surprise, and milestone-based site inspections—QA / QC at every stage
- Verify timely response to maintenance requests, incident reports, and citizen complaints raised through GMADA systems
- Certify equipment quality, manpower sufficiency and adherence to guideline standards
- Validate road signage visibility, reflectivity, and placement as per IRC and urban design standards
- Oversee specification compliance for landscaping, signage, and street furniture maintenance
- Oversee specification compliance for pavement, drainage, signage and illumination maintenance
- Ensure landscaping, signage, and street furniture specification compliance
- Liaise with GMADA, municipal authorities, and public stakeholders for coordination
- Resolve on-ground execution issues and facilitate swift dispute resolution
- Monitor performance-based KPIs for cleanliness, asset uptime, illumination levels, and road safety features
- Check compliance of O&M activities with environmental norms, including dust suppression and waste disposal
- Generate structured reports—physical, financial—on a monthly and quarterly basis for program

oversight

- Support GMADA in conducting joint inspections and issuing compliance or deficiency notices

DELIVERABLES AND PAYMENT SCHEDULE

S. No.	Deliverable Name	Scope Clause Reference	Timeline	Payment
1	Mobilization Advance	-	-	5% of Total Fee *(Fee A + Fee B)* (post submission of performance security)
2	Monthly construction monitoring report	Phase 1	12 months	95% of Fee A (12 equal monthly instalments - starting deployment)
3	Monthly O&M monitoring report	Phase 2	12 months	95% of Fee B (12 equal monthly instalments - starting deployment)

Note:

- Applicants shall quote a lumpsum total fee in Indian Rupees (INR)
- The Authority may, at its discretion, require the Consultant to prepone / postpone individual milestones.
- The fee quoted shall include all expenses relating to the Assignment including all applicable taxes, cess, duties etc. but excluding GST which shall be payable extra as applicable.
- The payment to the Consultant will be made based on the milestones identified in this section subject to satisfactory performance of work to be judged by the Authority.
- The Authority reserves the right to foreclose consultancy services at any stage and the Consultant shall be required to abide by the same. In such a case, the amount payable to the Consultant shall be equivalent to the applicable fee for completed milestones.
- Extension of time, if applicable for any reason, shall be subject to satisfaction and at the sole discretion of the Authority. **Extension of time in Phase 1 and Phase 2 shall be on pro-rata monthly rates. (i.e. Fee A / 12 or Fee B / 12 respectively)**

FORM AND CONDITIONS OF CONSULTANCY AGREEMENT

SECTION VII: FORM OF CONSULTANCY AGREEMENT

SECTION VIII: GENERAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

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Appendix I: Undertaking for Confidentiality

SECTION VII: FORM OF CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT (hereinafter called the "Agreement") is made on the [*Number*] day of the month of [*Month*], [**year**], between, on the one hand, [name of the Authority] (hereinafter called the "**Authority**") and, on the other hand, [name of the consultant] (hereinafter called the "**Consultant**").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called as "Client" or "the Authority") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Authority for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant"]

WHEREAS

a. The Authority has invited the Consultant to provide Consultancy services as defined in this Consultancy Agreement (hereinafter called the "Services");

b. the Consultant, having represented to the Authority that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth
in this Agreement for [a _____percentage of Estimated Project Cost (in words) totaling to] a sum of Rs. _____(Rupees _____Only) (hereinafter called as the "**Consultancy Fee**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Agreement shall imply reference to all these documents as well:
   a. Consultancy Agreement including Conditions of Contract (i) The General Conditions of Consultancy ("GCC"), the Special Conditions of Consultancy ("SCC") and the following Appendices thereto at Section X:
      Appendix A: Description of Services
      Appendix B: Reporting Requirements
      Appendix C: Personnel
      Appendix D: Services and Facilities to be provided by the Authority
      Appendix E: Breakdown of Consultancy Fee
      Appendix F: Performance Security Deposit
      Appendix G: Notification of Award and Letter of Acceptance
      Appendix H: Any modification, addendum, Pre-Proposal meeting proceedings
      Appendix I: Undertaking for Confidentiality
   b. Letter of Acceptance.
   c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
   d. Consultant's completed Proposal Forms submitted with the Technical Proposal

2. In the event of any ambiguity or conflict between the Consultancy Documents listed above, the order of precedence shall be the order in which the Consultancy Documents are listed in Clause 1 above.

3. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:
   a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
   b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective

names as of the day and year first above written.

For and on Behalf of Governor of Punjab	For and on behalf of – Name of Consultant
By	By
(Signature and Designation of the Authorized Representative of the Authority)	(Signature and Designation of the Authorized Representative of the Consultant)

SECTION VIII: GENERAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following interpretation as specified:

(a) "**Applicable Law**" means the laws and any other instruments having the force of law in India supplemented by the law and regulations of State of Punjab, as they may be issued and in force from time to time;

(b) "**Agreement**" means the Agreement signed by the Parties, to which these General Conditions of Consultancy (GCC) are attached, together with all the documents listed in Clause 1 of such signed Agreement;

(c) **"Authority"** Chief Administrator, Greater Mohali Area Development Authority (GMADA)

(d) "**Consultancy Fee**" means the fee to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;

(e) "**Confidential Information**" shall have the meaning set forth in Clause 3.5;

(f) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.4;

(g) "**Dispute**" shall have the meaning set forth in Clause 9.2;

(h) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause GCC 2.1

(i) "**GCC**" means these General Conditions of Consultancy;

(j) "**Government**" means, GOVERNMENT OF PUNJAB;

(k) "**Member**", in case the Consultant consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Authority under this Agreement.

(l) "**Party**" means the Authority or the Consultant, as the case may be, and Parties means both of them;

(m) "**Personnel**" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof; and 'Personnel' means the personnel referred to in Clause GCC 4.2 (a);

(n) "**Performance Security**" (includes the terms 'Performance Bank Guarantee' or "E-Bank Guarantee" or demand draft or fixed deposit receipt or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Consultant in the form prescribed for the due performance of this Agreement;

(o) "**SCC**" means the Special Conditions of Consultancy by which these General Conditions of Consultancy may be amended or supplemented

(p) "**Services**" means the services to be provided by the Consultant in pursuant to this Agreement as described in Appendix A;

(q) "**Site**" means the place of Service mentioned in the SCC;

(r) "**State**" means the State of Punjab,

(s) '**Third Party**" means any person or entity other than the Government, the Authority and the Consultant.

1.2 Interpretation of Clauses

In the Consultancy Agreement, except where the context requires otherwise,

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Consultancy Agreement;

(c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record in writing;

(d) the word "tender" is synonymous with "Proposal," "tenderer" with "Consultant," and "tender documents" with "RFP Documents";

(e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid

(f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and

(g) resulting in a permanent record;

(h) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;

(i) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Consultancy Agreement;

(j) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;

(k) wherever it is mentioned in the Consultancy Agreement that the Consultant shall perform certain work or provide certain facilities or services, it is understood that the Consultant shall do so at his cost and the Consultancy Fee shall be deemed to have included the cost of such performances and provisions so mentioned;

(l) in case the word 'Consultant is used in connection with or in relation to the Consultancy Agreement, it shall have the same meaning as "Consultant"; and

(m) in case the word 'Employer' is used in connection with or in relation to the it shall have the same meaning as " Authority" .

1.3 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Punjab, unless otherwise specified in the SCC.

1.5 Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Agreement. If supporting documents are in a language other than English or Hindi, they must be accompanied by a self-certified accurate translation of the relevant parts into English. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

1.6 Notices

1.6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

1.6.2 A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication or as specified in SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Punjab or elsewhere, as the Authority shall inform.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Consultant and their Personnel/Staffs shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Consultancy Fee.

1.10 Authority of Member in Charge

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority

1.11 Joint Venture, Consortium or Association: Not Allowed

2. Commencement, Completion, Modification and termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into effect on the date (the "**Effective Date**") of the Authority's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Commencement of Services

The Consultant shall confirm availability of Personnel and begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.7, this Agreement shall expire at the end of such time period after the Effective Date as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Consultancy Fee, shall only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Authority either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic outbreak, quarantine restrictions and freight embargoes, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out its obligations hereunder.

(c) Force Majeure shall be notified by the Authority to the Consultant

(d) Force Majeure shall not include insufficiency funds or failure to make any payment required hereunder.

2.5.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

(a) Measures to be taken in the event of Force Majeure shall be as follows;

i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to remove its inability to fulfil its obligations hereunder and minimize the consequences of any event of Force Majeure.

ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(b) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 9.

2.5.4 Extension of Time (in event of force majeure)

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure without any cost escalation and without imposition of liquidated Damage.

2.5.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Show Cause Notice

The Authority may write a show cause notice to the Consultant, if the Consultant fail to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such show cause notice.

2.7 Termination

2.7.1 **By the Authority**

The Authority may terminate this Agreement, by giving a written notice of termination to the Consultant and a reasonable time as specified in SCC, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a show cause notice pursuant to Clause 2.7 hereinabove;

(b) if the Consultant (or any of their members) become insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.2 hereof;

(d) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) If the Consultant is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 4.

(g) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.7.2 Furthermore, if the Authority determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Authority may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

2.7.3 By the Consultant

The Consultant may terminate this Agreement, by giving a 'written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.3:

(a) if the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within a reasonable time as specified in SCC after receiving written notice from the Consultant that such payment is overdue;

(b) If the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within a reasonable time as specified in SCC (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.7.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause GCC 2.7, or upon expiration of this Agreement pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in Clause GCC 3.5 hereof;

(c) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.9, as relate to the Consultant's Services provided under this Agreement;

(d) any right which a Party may have under the law applicable in Punjab.

2.7.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided, respectively, by Clauses GCC 3.11 and GCC 3.12.

2.7.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.7.1 or 2.7.3, the Authority shall make the following payments to the Consultant:

(a) Remuneration and Reimbursement pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) to (g) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement, including the cost of the return travel of the Personnel.

2.7.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 2.7.1, or in Clause GCC 2.7.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third parties. The Consultant shall employ and provide such qualified and experienced Personnel's as are required to carry out the Services.

3.2 Description of Services

The scope of services to be performed by the Consultant is specified in the Description of Services (the "Services") at Appendix A of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnels of the Consultant, comply with the Applicable Laws.

3.4 Conflict of Interests

3.4.1 The Consultant shall not have a Conflict of Interest as per the Punjab Procurement Rules and any breach hereof shall constitute a breach of the Agreement.

3.4.2 Consultant and Affiliates Not to engage in certain Activities

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and their affiliates, as well as any of its affiliates, shall be debarred from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services or as specified in SCC.

3.4.3 The Consultant shall provide professional, objective, and impartial services and at all times hold the Authority's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

3.5 Confidentiality

Except with the prior written consent of the Authority's, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. An undertaking by the Consultant to fulfil the obligations under this clause is provided at **Appendix I**.

3.6 Liability of the Consultant

(a) The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

(b) The Consultant shall, subject to the limitation specified in Clause 3.6 (c), be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

(c) The Parties hereto agree that in case of negligence or willful misconduct or any other act on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority or otherwise, shall not be liable to the Authority for the following:

i) any indirect or damage; and

ii) any direct loss or damage that exceeds the Consultancy Fee set forth in Clause 6.2 of this Agreement

(d) This limitation of liability specified in Clause 3.6 (a,b,c), shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the services subject, however, to a limit equal to 1 (one) time the Consultancy Fee.

3.7 Insurance to Be Taken out by the Consultant

The Consultant (a) shall take out and maintain insurance against the risks as per prevalent industry practices and with coverage – as specified in SCC, and wherever unspecified, equivalent to at least one time the Consultancy Fee set forth in Clause 6.2 of the Agreement or any Applicable laws.

3.8 Consultants' Actions Requiring Authority's Prior Approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

a. appointing such members of the Personnel not listed by name in Appendix C ("Personnel"), and

b. any other action that may be specified in the SCC.

3.9 Accounting, Inspection and Auditing

(a) The Consultant shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost;

(b) The Consultant shall permit the Authority and/or persons appointed by the Authority to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Authority if requested by the Authority.

3.10 Reporting Obligations

The Consultant shall submit to the Authority the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.11 Documents Prepared by the Consultant to Be the Property of the Authority

(a) All plans, drawings, specifications, designs, reports and other documents and software (collectively referred to as "Consultancy Documents") submitted by the Consultant in accordance with Clause

(b) 3.10 shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy.

(c) Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

(d) The Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such Consultancy Documents to the Authority, together with a detailed inventory thereof.

(e) The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.12 Equipment and Materials Furnished by the Authority

Equipment and materials made available to the Consultant by the Authority or purchased by the Consultant with funds provided by the Authority shall be the property of the Authority and shall be marked accordingly and maintained properly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Authority an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Authority in writing, shall insure them at the expense of the Authority in an amount equal to their replacement value.

3.13 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction. Description of project office shall be as specified in SCC

3.14 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as

part of these services. Subject to the provisions of Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultants' Personnel

4.1 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Personnel are described in Appendix C. The estimate of Personnel costs and man-day rates are specified in Appendix C of this Agreement.

(b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel, set forth in the Appendix of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Consultancy Fee set forth in Clause 6. 2.

4.2 Approval of Personnel

(a) The Personnel listed in Appendix C of the Agreement are hereby approved by the Authority. No other Personnel shall be engaged without prior approval of the Authority.

4.3 Removal and/or Replacement of Personnel

(a) The Authority expects all the Personnel to be available during implementation of the Assignment. Substitution of Personnel can be allowed in compelling or unavoidable situations only and substitute shall be of equivalent or higher credentials to the satisfaction of the Authority. Such substitution is limited and is defined in the RFP.

(b) If the Consultant hereafter proposes to replace any person as Personnel, it shall submit to the Authority its proposal along with a CV of such person which is equal or better in terms of required qualification. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration.

(c) Replacement of first Personnels will be subject to reductions of the remuneration payable to the original Personnels as prescribed in the Data Sheet.54

(d) Any substitution beyond what is defined in the RFP may lead to disqualification of the Consultant or termination of the Agreement. The Consultant shall provide a substitute within [14] working days.

(e) Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Consultant or termination of the Agreement

(f) If the Authority finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.

(g) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Consultant's Personnel are set forth in Appendix C.

(b) The Consultant Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultancy Fee shall be deemed to cover these items. Leave by Personnel shall be subject to the prior approval of the Consultant, who shall ensure that absence for leave purposes will not affect the continuity of Services.

5. Obligations of the Authority

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Authority shall:

(a) issue to officials, agents and representatives of the Authority's all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultant and the Personnel employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultant and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Project Site

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Authority will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant.

5.3 Services and Facilities

The Authority shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

5.4 General Obligations

The Authority shall grant in a timely manner all such approvals, permissions and authorizations which the Consultant may require or is obliged to seek from Authority under this Agreement, in connection with provision of Services and the performance of its obligations. The Authority shall make timely payment to the account of the Consultant in the manner stated in the SCC.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Consultant:

6.1 Lump Sum Remuneration

The Consultant's total payment shall not exceed the Consultancy Fee and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.4, the Consultancy Fee may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.5.

6.2 Consultancy Fee

(a) The Consultancy Fee is fixed and is set forth in the SCC. The Consultancy Fee breakdown is provided in Appendix E.

(b) Any change to the Consultancy Fee specified in this Clause can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.5 and have amended in writing the Terms of Reference in Appendix A.

6.3 Mode of Billing and Payment

(a) The payments under this Agreement shall be made on time-based manner or in lump-sum instalments

against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

(b) The Authority shall pay the Consultant within sixty (60) days after the approval by the Authority of the deliverable(s). The payment can be withheld if the Authority does not approve the submitted deliverable(s) as satisfactory in which case the Authority shall provide comments to the Consultant within the same sixty
(60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(c) The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall then be deemed completed and finally accepted by the Authority. The last lump-sum installment shall be deemed approved for payment by the Authority within ninety (90) calendar days after the approval of submitted final report by the Authority unless the Authority, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

(d) All payments under this Agreement shall be made to the account of the Consultant specified in the SCC.

6.3.1 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Authority, once the applicable remuneration rates and allowances are known.

6.3.2 As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Authority, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration expenses separately.

6.3.3 The Authority shall pay the Consultant's invoices within sixty (60) days after the receipt by the Authority of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Authority may add or subtract the difference from any subsequent payments.

7. Performance Security Deposit, Liquidated Damages and Penalties

7.1 Performance Security Deposit

7.1.1 The Authority shall retain by way of performance security (the "**Performance Security**'), an amount as specified in SCC, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant without any interest no later than 60 days after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix F of this Agreement.

7.2 Liquidated Damages

7.2.1 **Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum amount as stated in the SCC.

7.2.2 Liquidated damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount as stated in the SCC shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted by the competent authority (Authority). The Authority shall have the discretion to waive the imposition of liquidated damages, if considered appropriate.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

9.2 Dispute Settlement

(a) Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

(b) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.

(c) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

10. Closure of Agreement

10.1 **No claim Certificate and Release of Agreement Securities**

After mutual reconciliations of outstanding payments and assets on either side, the Consultant shall submit a 'No-claim certificate' to the Authority requesting the release of its contractual securities, if any. The Authority shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Authority under or arising out of this Agreement, nor shall the Authority

entertain or consider any such claim, if made by the Consultant, after Consultant have signed a "No Claim" Certificate in favour of the Authority. The Consultant shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

10.2 **Closure of Agreement**

The Agreement shall stand closed upon:

1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

SECTION IX: SPECIAL CONDITIONS OF CONSULTANCY AGREEMENT (SCC)

(To be reviewed and updated by Authority)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1 (j)	The Member in Charge is
GCC 1.1 (p)	Place of Service is
GCC 1.6.1	The address of Client is: Client : Address : Telex : E-mail : The address of Consultant are: Consultant : Address : Telex : E-mail :
GCC 1.6.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
GCC 1.8	The Authorized Representatives are: For the Client : Telex : E-mail : For the Consultant : Telex : E-mail :
GCC 1.10	The Authority of Member in Charge is:
GCC 2.1	If there are no effectiveness conditions, state "N/A" OR List here any conditions of effectiveness of the Agreement The effectiveness conditions are the following: [insert "N/A" or list the conditions]
GCC 2.2	The time period for commencement of Service shall be _____days [e.g. 10 days or any other appropriate date or such other time period as the parties may agree in writing] Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

GCC 2.3	The period for expiry of Agreement shall be ……. [Note: Fill in the period for which agreement is executed, e.g., twenty-four (24) months]
GCC 2.7.1	The Client shall give a [30 days] written notice to the Consultant for termination of Services
GCC 2.7.3	The Consultant shall be a [30 days] written notice to the Client for termination of Services
GCC 3.7	The risks and the coverages shall be: • Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; • Professional liability insurance, with a minimum coverage equal to total Consultancy Fee for this consultancy; and • Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Agreement, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. [*Note: Fill in the blanks and delete what is not applicable*]
GCC 3.11	The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Client.]
GCC 3.13	[In case of PMU's or services which require the consultant's team to be stationed in Punjab: The Consultant must have a project office in Mohali / Chandigarh or agree to open the same within one month of accepting this agreement]
GCC 5.1	List any assistance to be provided to the Consultant and Personnel by Client: Note: List here any changes or additions to Clause GCC 5.1. If there are no such changes or additions, delete this Clause from the SCC.]
GCC 6.2	The amount of Consultancy Fee is Rs._____ (in words).
GCC 6.3 b	The interest payable by client to consultant on delay of payments shall be ____% per annum.

SECTION X: APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Authority, etc. This schedule is required to be in line with the Terms of Reference]

Appendix B: Reporting Requirements of the Authority

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: List of Personnel/Staff

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Personnel to be assigned to work, and Personnel- months for each.

Working Hours

a. Personnel posted by the Consultant have to work for a minimum time of [___] Hours[60]. Normally they are expected to be present from [_____AM - _____PM]. (applicable for time-based contracts)

b. If need arises the Consultant shall have to work in extended hours including Sundays and holidays also.

Appendix D: Services and Facilities to be provided by the Authority

[List here under: Services, facilities and property to be made available to the Consultant *by the Authority.]*

Appendix E: Breakdown of Consultancy Fee

[Reproduce the Financial Proposal submitted by the selected Consultant*]*

List here the elements of cost used to arrive at the breakdown of the Consultancy Fee:

1. *Monthly rates for local Personnel (Personnel and other Personnel)*
2. *Expenditures relating to Travel, boarding and lodging, setting up of project office etc.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F: Form of Bank Guarantee for Performance Security Deposit

(Reference SCC Clause 7 of Agreement)

(PROFORMA OF BANK GUARANTEE)[61]

To

Divisional Engineer (C-3)
GMADA, S.A.S Nagar

WHEREAS _____[name and address of Consultant] (hereafter called the "Consultant") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____Dated_____ for _____[name of the Services] (hereinafter called the "Services").

AND WHEREAS the Agreement requires the Consultant to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs..... cr. (Rupees..... crore) (the "Guarantee Amount"[62]).

AND WHEREAS we, ... through our branch at.....(the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.
NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Consultant's obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [____], that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Consultant is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and

guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this ..... day of..... , 20..... at

SIGNED, SEALED AND DELIVERED .....

For and on behalf of the Bank by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

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APPENDIX G: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Proposal dated _____for execution of the _____for the Contract Price/Consultancy Fee in the aggregate of _____, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and *[insert name of Authority]*, till issue of a formal contract.

Yours truly,
Authorized Signature: ____
Name and Title of Signatory: _____
Name of Authority:

Attachment: Contract Agreement.

APPENDIX H: Any Modification, Clarification, Addendum, Pre- Proposal Meeting Proceeding

RfP No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per RFP document	Querry raised	Remarks / Clarification/ Modification made

APPENDIX I: Undertaking for Confidentiality

The Consultant thereby undertakes and agrees to keep the documents/ information received by it from the Authority for performing the services secret and strictly confidential and shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services except in the following cases where the confidential information:-

i. is already known to the Consultant as of the date of the disclosure thereof;
ii. becomes publicly available
iii. is required to be disclosed under applicable laws and regulations or by Governmental order, legal process; and
iv. is acquired from a third party that represents that it has the right to disseminate such information.

This obligation of confidentiality will extend up to a period of [in number (in words) months/years] after expiry or termination of this Agreement.

ANNEXURE 'AA'

Sr. No.	Road	Length (in mtr.)
1	PR-7 road (from Chatt lights to PR-4 road)	26500
2	PR-4 road	8850
3	Bawa white house to Airport road	3380
4	300' wide Airport road	3950
5	PR-9 road	6420
6	Sec. jn. 89/90/94/95 to Sec. jn. 84/83/101/100	5260
7	Sec. jn. 95/96/106/107 to Sec. jn, 100/101/103/104	4610
8	Sec. jn. 78/79/86/87 to Sec. jn. 105/106/108/109	3230
9	Sec. jn. 79/80/85/86 to Sec. jn. 104/105/108	3440
10	Sec. jn. 80/8184/85 to Sec. jn. 99/100/104	2690
11	Spice Chowk to PCL Lights	1600
12	New Bus Stand to PTL Lights	1400
13	Balongi entry to Kumbra chowk	2288
14	Franco Entry to Balongi Road	2109
15	Jail Road to Airport Road	2637
16	Furniture market to Airport Road	3582
17	YPS Chowk to Airport Road	2679
18	Jagatpura Entry to 65A	1600
19	Phase 9/10 to Airport Chowk	2850
20	Phase 10/11 to Airport Chowk	2800
21	Jagatpura Entry to ISSER	2015

DNIT FOR THE WORK OF CONSULTANCY SERVICES FOR THE WORK OF PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM.

Sr. No	Description	Lumpsum rate to be quoted by the bidder inclusive of all taxes (Excluding GST)	
		Rate in figures	Rate in words
1	Consultancy Services for the work of PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM		

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

(PUDA Bhawan, Sector 62, S.A.S Nagar)

Tender/RFP Reference No.GMADA/D.E (C-3)/2025/ 1362-73 **Dated:** 5/12/2025

Divisional Engineer (C-3), GMADA, S.A.S Nagar invites online bids for the below noted work: -

1	Consultancy Services for the work of PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM.	
	Closing date & Time:	26-12-2025 at 11:00 AM

For details log on to website https://eproc.punjab.gov.in

NOTE: Any corrigendum(s) to the Tender/RFP notice shall be published on the above website only.

05/12/25

Divisional Engineer (C-3)
GMADA, SAS Nagar.

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

(PUDA Bhawan, Sector 62, S.A.S Nagar)

TENDER NOTICE INVITING e-TENDERS

Online Proposals from eligible Consultant for procurement of Consultancy Services as detailed in RFP through E-Procurement Portal through National Competitive Procurement Process are hereby invited as per below mentioned work: -

Sr. No.	Name of the Work	Estimated Cost (in Lacs)	Earnest Money (in Lacs)	Tender Fee	Tender Processing Fee (Appx.)	Period of completion
1	2	3	4	5	6	7
1	Consultancy Services for the work of PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM	To be quoted by the bidder	35.00	11800/-	As per website	One year

Period of availability of tender on line, date and time of on line bid submission and place, date & time of opening of bids are as given below: -

S.No.	Availability of tender on-line for bidding		Last date & Time for on-line submission of bids	Place, Date & Time of opening of tender			
	From	To		Place	Prebid	Technical Bid	Financial Bid
Work at Sr. No. 1	5-12-2025 10:00 AM	26-12-25 11:00 AM	26-12-2025 11:00 AM	S.E (C-2) GMADA, Room No. 522, 5th Floor, PUDA Bhawan, Sector 62, SAS Nagar	16-12-2025 at 11:00 AM in the office of C.E, GMADA, S.A.S Nagar.	26-12-2025 3:00 P.M.	Will be intimated after technical bid evaluation.

1) The tender documents can be down loaded from website eproc.punjab.gov.in The down loaded documents from the website should not be tampered with, and if any such tampering with is detected before or after the opening of bids, the bidder shall be penalized and blacklisted.
2) For participating in the above e-tenders, the contractors shall have to get themselves registered with eproc.punjab.gov.in and get user ID, password, Class 3 digital signatures. For any clarification / difficulty regarding e-tendering process they can contact on 0172-2970263, 0172-2970284.
3) Any corrigendum / addendum / corrections and postponement shall be published on the website only. The bidders should keep checking the website.
4) Earnest money (Bid Security) is to be paid in the form as mentioned in bid document.
5) Bidders shall have to pay the tender processing fee as mentioned above through e-payment only.
6) Bidders shall up load scanned copies of all the papers i.e Earnest Money, PAN Card, GST No, and other certificates as required in the eligibility criteria, without which the tenders would not be opened & would be rejected.

7) Bids must be submitted on line through e-portal eproc.punjab.gov.in before the time specified in the above table (as per server clock). GMADA does not take any responsibility for the delay caused due to non availability of internet connection or net work traffic jam for on line bids.
8) Uploaded documents of valid successful bidder will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.
9) Bid documents consisting of qualification information and eligibility criterion of bidders, and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website eproc.punjab.gov.in and scanned copies of the required documents and information as per bid document should be attached in the technical bid as prescribed in bid document.
10) Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of the bids shall be summarily rejected.
11) The successful agency will have to get registered himself with Labor Department under Labour Act 1970 if not already registered.
12) If the date of opening of tender happens to be a public holiday, then the tender will be opened on next working day at the same time and place.
13) GMADA reserves the right to reject any or all tenders without assigning any reason.

05/12/25
Divisional Engineer (C-3)
GMADA, SAS Nagar.

Endst. No. GMADA/DE (C-3)/2025/ 1362-73 **Dated:** 5/12/2025

A copy of the same is forwarded to the following for information and further necessary action: -

1. Chief Engineer, GMADA, S.A.S Nagar
2. Superintending Engineer (C-2), GMADA, S.A.S Nagar.
3. All Divisional Engineers, GMADA, S.AS. Nagar.
4. Chief Accounts Officer, GMADA, S.AS. Nagar.
5. S.O (w)/DHD O/o D.E (C-3), GMADA, S.AS. Nagar.
6. Assistance System Manager, GMADA, S.A.S Nagar.

05/12/25
Divisional Engineer (C-3)
GMADA, SAS Nagar

c.c

PS to Chief Administator, GMADA, for kind information of Chief Administrator, GMADA, S.A.S Nagar

File No. GMADA-EW/153/2025-O/o CE-GMADA (Computer No. 353723)

1084251/2025/O/o CHIEF ENG - GMADA

Minutes of the pre-bid meeting held on 16-12-2025 at 11 AM in the presence of Committee constituted by Minister HUD i.e. C.E, GMADA, C.E Municipal Corporation S.A.S Nagar, S.E (C-1), D.E (Hort.) and Corporation Engineer M.C S.A.S Nagar for the work of Consultancy Services for the work of PROGRAM MANAGEMENT OF MOHALI'S NEXT GENERATION ROADS PROGRAM

Prebid meeting was held in the office of C.E, GMADA in the presence of committee members. During the meeting some queries were raised by prospective bidders. Thereafter written queries were submitted by them. Accordingly, reply to the queries raised by them is detailed as below: -

S.No.	RFP Heading	Clause	Pg No	Query	Reply
1	Qualification Criteria	2.1.a. All Consultants /Transaction Advisors empaneled by Punjab Infrastructure Development Board on Bid Due Date will be considered to be eligible to bid for the project.	21	We understand that this project purely requires technical and management expertise for successful commissioning of 100 km road with integrated infrastructure. Limiting the requirement of a transaction advisor empanelment will significantly increase the chance of best-in market firms to participate in the bidding. Hence, we request you to consider NeGD Empanelment also, which is similar to DEA Empanelment. The revised clause can be as Follows: *All Consultants /Transaction Advisors empaneled by Punjab Infrastructure Development Board/DEA/NeGD on Bid Due Date will be considered to be eligible to bid for the project*	No Change
2	SECTION IV: DATA SHEET	Joint Ventures/ Consortiums are allowed? No	23	We sincerely request you to allow JV/Consortiums, which will in return enable **specialized firms to collaborate**, bringing together expertise of technical and management expertise in one team. The revised clause can be as Follows: Joint Ventures/ Consortiums are allowed? ~~No~~ Yes	**The Bidder shall be a single legal entity. Joint ventures/Consortiums are not permitted**. The Bidder may, however, engage sub-consultants for specialized services with prior approval of the Authority. • Notwithstanding the engagement of any sub-consultant, the Consultant shall remain solely and fully responsible to the Authority for execution of the entire scope of services, quality of deliverables, timelines, and all contractual obligations. • Experience and financial capacity of sub-consultants shall not be considered for meeting the eligibility criteria of the Bidder. • All payments shall be made only to the Consultant, who shall be solely responsible for payments to its subconsultants. • Performance Security shall be furnished by the Consultant only

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
					and shall cover the entire scope of services.
3	7: Schedule of Procurement	Last date & time for submission of online Proposals on E-Procurement portal is 26-12-2025 up to 11:00 Hrs IST	04	We sincerely request you to increase the bid submission time to **08.01.2025.** This will help us to prepare an industry competitive proposal.	Accepted. Bid due date has been revised.
4	11. The minimum required experience of proposed personnel	Note: Of the above personnel, 4 are designated as Key Personnel / Experts for evaluation purpose – Engagement Director, Senior Highway Engineer, Urban Designer, Utility Coordination Expert.	24	We understand that only 4 key personnel CVs shall be considered for evaluation purposes. However, we sincerely request that all non-key CVs be submitted **post award, at the time of contract signing**. This will ensure smooth evaluation of required CVs only.	Accepted. In case it is found at any time that any CV submitted by the Bidder is incorrect, false, misleading, exaggerated, or does not meet the eligibility requirements as per this RFP, the Authority shall, without prejudice to any other rights and remedies available to it, be entitled to take one or more of the following actions: a) Rejection of the Bid and forfeiture of Bid Security/EMD, if detected during tender evaluation; and/or b) Termination of the Contract and forfeiture of Performance Security, if detected after award of work; and/or c) Imposition of a financial penalty which may extend up to 5% of the Contract Price or as decided by the Authority; and/or d) Debarment/blacklisting of the Bidder from participating in future tenders of the Authority for a period up to 5 years. The Bidder shall also be liable for any losses or damages suffered by the Authority due to such misrepresentation. Submission of incorrect or misleading CVs shall be treated as a material breach of the RFP and the Contract.

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<table>
<tr><th>S.No.</th><th>RFP Heading</th><th>Clause</th><th>Pg No</th><th>Query</th><th>Reply</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>The Bidder shall submit an undertaking that all information and CVs furnished in the bid are true and correct and that no material fact has been concealed. Any misrepresentation shall render the Bidder liable for penal action as per this RFP.</td></tr>
<tr><td>5</td><td>11. The minimum required experience of proposed personnel</td><td>The minimum required experience of proposed personnel:</td><td>23</td><td>Based on our review of the Terms of Reference and considering the scope and complexity of the assignment (100 km urban corridor renewal; construction oversight; O&M monitoring; contract management; surveys; safety; signage; ITS; GIS; QA/QC, Drawings/GAD-GFC), we believe that the inclusion of certain specialized positions will be critical to ensure high-quality and timely execution of the project. We respectfully suggest adding the following key positions to the team composition:
<table>
<tr><th>Sl. no.</th><th>Expert</th><th>Minimum Qualification</th><th>Minimum Experience</th><th>Deployment</th></tr>
<tr><td>1</td><td>Infrastructure Expert</td><td>Master's degree in business administration, Civil Engineering, Infrastructure Planning, or related field.</td><td>20+ years in ininfrastructure consulting, planning, and projectmanagement across infrastructure sectors such as aviation, ports, logistics, and industrial infrastructure.</td><td>50%</td></tr>
<tr><td>2</td><td>Procure</td><td>Master'</td><td>10+ years in</td><td>50%</td></tr>
</table></td><td>No change.</td></tr>
</table>

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S.No.	RFP Heading	Clause	Pg No	Query					Reply
					ment Expert	s degree in busines s adminis tration, Public Procure ment, or related field.	managing end.to . end procurement (TOR/RFP/RFQ drafting, bid process management, evaluation, negotiations) on largegovernment/urban infrastructure programs; familiarity with IRC/MoRTH and publicprocurement norms.		
				3	Project Monitorin g Expert	Maste r's degree in busine ss admini stratio n.	10+ years in project monitoring of Large scale infrastructure projects or PMU/PMC/PgMC based projects.	50%	
				4	Urban Planner Expert	Master' s degree in urban/I nfrastru cture Plannin g or equival ent. B.Plan. or	5+ years in urban planning, transport planning, or infrastructure projects.	50%	

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S.No.	RFP Heading	Clause	Pg No	Query	Reply

	equivalent			
5	Road Safety Expert/NMT Expert	Master's degree in Transportation/ Traffic Engineering or Road Safety,	5+ years of conducting Road Safety Audits (RSA), DPR, Transportation Studies, black spot mitigation, junction/channelization design, signage/marking compliance, and pedestrian/cyclist safetyinterventions aligned toRC/MoRTH. Preference given to candidates having experience of working in govt. bodies, state govts. and govt. aided projects.	50%
6	GIS Expert	Bachelor's degree in civil engineering/ planning/Remote Sensing or related fields.	2+ years of Professionalexperience in GIS-based spatial analysis and planning for infrastructure or urban development projects.	50%

Note: We understand that DPR review is also a part of the scope of PMU, so we suggest the Inclusion of technical subject matter experts

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
				such as Hydrology expert, Structural/Bridge designer and Soil-cum-Geotechnical Expert in Phase 1 team of the project.	
6	DELIVERABLES AND PAYMENTSCHEDULE	Extension of time, if applicable for any reason, shall be subject to satisfaction and at the sole discretion of the Authority. Extension of time in Phase 1 and Phase 2 shall be on pro-rata monthly rates. (i.e. Fee A / 12 or Fee B /12 respectively)	55	In the event of an **extension of the assignment beyond the originally stipulated duration**, will the payment for the extended period be calculated **on the same monthly pro-rata basis** (Fee A ÷ 12 or Fee B ÷ 12), or will there be any **percentage-based escalation** applied to account for inflation or additional overheads. Further, it will help us contribute towards employee welfare by providing adequate increments and bonuses.	The total duration of the PMU services shall be twenty-four (24) months, comprising twelve (12) months for the Phase 1: Execution/Construction Phase and subsequent twelve (12) months for Phase 2: the Operations & Maintenance (O&M) Phase. Notwithstanding the date of signing of the Agreement, the date of commencement of the PMU services for the purpose of contract period and payment shall be deemed to be the date of start of deployment of personnel under Phase 1 of 'Next Generation Roads Program, Mohali', as certified by the Authority. • In the event of any curtailment in the timeline of the Project, the Authority shall be at liberty to correspondingly reduce the duration of the PMU services, in whole or in part, without any change in the agreed rates or fees. • In case the PMU services are required to be extended beyond the original contract period of 12months, for Phase 1 OR Phase 2 as the case may be, an escalation at the rate of five percent (5%) per annum on the prevailing applicable monthly fee (Fee A for Phase 1 and Fee B for Phase 2, as the case may be) shall be admissible for the extended period only, to cover overheads and inflation. Such escalation shall be calculated on a pro-rata basis for part thereof. • No claim for compensation, loss of profit, idle charges, or any other prejudice on account of variation in the duration of services, save and except the pro-rata payment and the aforesaid escalation for the extended period, shall be entertained.
7	11. The minimum required experience of proposed personnel:	Field Positions	24	In Phase 1 and Phase 2, for the positions of field surveyors (5 years' experience) and AutoCAD draftsman (3 years' experience), we request you to please replace the experience criteria with 2 years' experience for each position.	Revised as below: Minimum experience of Field Surveyors reduced to 3 years for both Phase 1 and Phase 2 Minimum experience of AutoCAD Draftsman reduced to 3 years in

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
					Phase1.
8	SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA		21	In case the Authority considers permitting JV/Consortium participation, we request inclusion of the following clause under the eligibility criteria *"The Lead Member of the Consortium shall fulfill all the Minimum Eligibility Criteria specified in the RFP."*	Refer to Query 2 above.
9	SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA		21	In case the Authority considers permitting JV/Consortium participation, we request inclusion of the following clause under the eligibility criteria *"Technical evaluation criteria should be met by the combined credentials of both firms in the consortium."*	Refer to Query 2 above.
10	SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA		21	As per **Section III: Eligibility and Qualification Criteria**, the current technical capacity requirement specifies completion of at least three consultancy works of Program Management / Project Management Consultancy / Development Management with a minimum project cost of INR 1,000 Cr each in the last 10 years. We request the Authority to **add the following requirement under Technical Capacity** to ensure alignment with local experience and project complexity: **"At least one large-scale transport sector Program Management Unit (PMU) assignment completed in Punjab in the last 3 years."**	Not accepted.
11	Qualification Criteria		21	b. All other Infrastructure Services Firms/ Consulting Companies can participate subject to Eligibility as below: ii. **Technical Capacity**-The Consultant shall have Completed at least Three (3) Consultancy works /projects of Program Management/Project Management Consultancy/ Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10 years Preceding Bid Due Date; **We understand that PMC for smart city project will also be considered under the referred criteria.**	Accepted
12	Qualification Criteria		21	b. All other Infrastructure Services Firms/ Consulting Companies can participate subject to Eligibility as below:	Accepted for more than 80% fee received; Refer to Query 14.

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
				ii. **Technical Capacity**-The Consultant shall have Completed at least Three (3) Consultancy works /projects of Program Management/Project Management Consultancy/ Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10years Preceding Bid Due Date; **We request you to consider ongoing projects in the referred criteria. Please confirm.**	
13	Qualification Criteria		21	b. All other Infrastructure Services Firms/ Consulting Companies can participate subject to Eligibility as below: ii. **Technical Capacity**-The Consultant shall have Completed at least Three(3)Consultancy works /projects of Program Management/Project Management Consultancy/Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10years Preceding Bid Due Date; We request following changes in the referred criteria: b. All other Infrastructure Services Firms / Consulting Companies can participate subject to eligibility as below: ii. **Technical Capacity** - The Consultant shall have completed at least Three (3) Consultancy works / projects of Program Management/Project Management Consultancy/**DPR/Peer Review/DDC**/ Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10 years preceding Bid Due Date;	Not accepted.
14	Qualification Criteria		21	b. All other Infrastructure Services Firms/ Consulting Companies can participate subject to eligibility as below: ii. **Technical Capacity** – The Consultant shall have completed at least Three (3) Consultancy works/projects of Program Management/ Project Management Consultancy / Development Management having minimum project cost of INR 1,000 Cr each, executed in last 10years Preceding Bid Due Date; **We request to consider Infrastructure Projects under the referred**	As above

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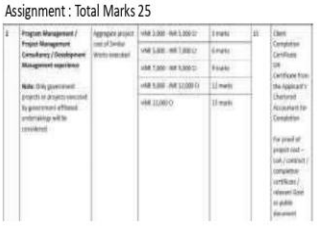
S.No.	RFP Heading	Clause	Pg No	Query	Reply
				criteria.	
15	Qualification Criteria		21	1.2 The Consultant should have the following registrations: a. Registration under the applicable law for establishing their legal business identity, b. Active Registration under the Goods and Service Tax (GST) Act, c. Permanent Account Number(PAN) issued by the Board of Direct Taxes under the Income Tax Act, d. Registration under MSE policy of Punjab, for getting Benefits under this policy. We understand that registration under MSE policy of Punjab is not mandatory for participation in the tender. Please confirm.	Revised as below: Bidder wishing to submit Bid Securing Declaration in lieu of EMD shall need to submit valid MSME registration as per GoI's guidelines issued by Department of Micro, Small & Medium Enterprises. Not applicable for others.
16			23	**We request to allow Joint Venture to participate in the tender.**	Refer to Query 2 above.
17			23-24	The minimum required experience of proposed personnel **We understand that only 4 CVs are to be submitted at tender stage. Please confirm.**	Refer to Query 4 above.
18			26	Specific experience of the Consultant (as a firm) relevant to the Assignment : Total Marks 25  **We request to consider DPR/Peer Review/DDC projects also against the referred criteria.**	No change

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
19			26	**We understand that DPR/Peer Review/Feasibility Studies/DDC services will be considered under the referred criteria. Please confirm.**	Not accepted
20			55	We understand that contract duration is of 2 years. Please confirm.	Refer to query 6 above.
21	Date Extension			We request 3 weeks extension after reply of Pre bid queries.	Accepted as query 3 above.
22	Allowing sub consultants			Allowing sub consultants in this work and adding para 1.1.2 at page no. 63 and along with appropriate changes at page no.9 ,21, 22,24 &.....	Refer to query 2 above.
23	Time Extension in Bid submission date			Extension of bid submission time by three weeks	Refer to query 3 above.
24	Qualification Criteria			Allowing all MSME Registered company to get benefit under para 1.1 (d) eligibility and qualification criteria at page no. 21.	Refer to query 15 above.
25	Min. required experience of proposed personnel			Revision of minimum education qualification of engagement director by allowing graduate in civil engineer with more than 25 years' of experience in addition to the minimum educational qualification prescribed in sr. No. 11 section IV of data sheet (page 23 & 24) and field surveyor having certificate course from ITI Surveyor.	The required experience and qualification for Project Director shall be read as follows: M.E. / M Tech in Transportation/ Highways/**MBA** with min. 15 years of experience Or B.E. (Civil) /B Tech (Civil) with min. 25 years of relevant experience i.e. in Transportation/ Highways.
26	Min. required experience of			**Please add MBA to education requirement:**	Refer to query 25 above.

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
	proposed personnel			**Engagement Director:** M.E. / M Tech in Transportation / Highways/ **MBA**	
27	Correction			Correction in sr. No.6 page no. 28 (3 quotes be rectified)	Refer to S No. 35 below.
28	Bank Details			Allow the change in Bank Detail after allotment of work to be the consultant (Addition in Bank details at page no. 34)	Allowed
29	Annexure for sub consultant			Addition of Annexure-M for details of sub consultant	Attached
30	Payment Clause			Revision of payment clause in case of foreclosure of consultancy services (page no. 55)	Refer query 7 above.
31	Appendix-E			Provision of Appendix-E prescribed at page no.58 as the same is not attached in RFP.	Deleted
32	Correction			Deletion of word Amritsar in sr. no. 7 at page no. 51.	Refer query 50 below.
33	Revision			Revision in mode of billing and payment para 6.3 (b),6.3.3 at page no. 69-70.	Refer query 43 below.
34	Appendix-E			Elaboration and appropriate corrections in Section -X appendices page 75 (Appendix E not provided, blanks not filled up).	Refer query 34 above.
In addition to above following changes have been made in the RFP.					
35	Data Sheet, Technical Evaluation, point 6, Calculation of Technical and financial score		28		**Accepted, Revised as below:** FINANCIAL EVALUATION: The Financial proposal comprise of **single quote;** **PMU payment shall be split as follows:** • Fee A – corresponding to phase 1 and equivalent to 75% of the quote fee Fee B – corresponding to phase 2 and equivalent to 25% of the quote fee
36	Section 3: Eligibility and Qualification Criteria	2.1 b (i)	21		Revised as below: All other Infrastructure Services Firms / Consulting Companies can participate subject to eligibility as below:

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<table>
<tr><th>S.No.</th><th>RFP Heading</th><th>Clause</th><th>Pg No</th><th>Query</th><th>Reply</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td>i. Financial Capacity - The Consultant shall have received an average professional fee of INR 50 Cr (Rupees Fifty Crore) per annum from the consultancy services during last 3 (three) financial years preceding the Bid Due Date.</td></tr>
<tr><td>38</td><td>Data Sheet, Technical Evaluation, Pt. 1</td><td></td><td>26</td><td></td><td>Accepted, Revised as below:
<table>
<tr><td>Average Turnover of the Applicant over the past 3 fiscal years</td><td>> INR 50 Cr – INR 200 Cr</td><td>4 marks</td></tr>
<tr><td rowspan="4">(Submit CA / auditor certificate)</td><td>> INR 200 Cr –INR 300 Cr</td><td>8 marks</td></tr>
<tr><td>> INR 300-400 Cr</td><td>12 marks</td></tr>
<tr><td>> INR 400-500 Cr</td><td>16 marks</td></tr>
<tr><td>>INR 500 Cr</td><td>20 marks</td></tr>
</table></td></tr>
<tr><td>39</td><td>Data Sheet, Technical Evaluation, Pt. 3</td><td></td><td>26</td><td></td><td>Revised as below:

Project Experience of Design and Engineering Services in for Roads, water metro, highways, bridges, Tunnels, Mass Rapid Transit Systems (MRTS), ports, Smart city projects involving significant roads component, Airports and other similar transport developments / large infrastructure projects.

Both completed projects or ongoing projects with at least 80% of consultancy contract fee received, as of the date of this RFP, to be considered for evaluation.</td></tr>
<tr><td>40</td><td>Annexure I - Activity (work) schedule</td><td></td><td>43</td><td></td><td>Table B - Completion and Submission of Reports

DELETED</td></tr>
<tr><td>41</td><td>Section VIII, General Conditions of Consultancy Agreement (GCC), Clause 6.3 (b)</td><td></td><td>69 – 70</td><td></td><td>(b) The Authority shall pay the Consultant within Thirty (30) days after the approval by the Authority of the deliverable(s). The payment can be withheld if the Authority does not approve the submitted deliverable(s) as satisfactory in which case the Authority shall provide comments to the Consultant within the same Thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</td></tr>
</table>

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
					© The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall then be deemed completed and finally accepted by the Authority. The last lump-sum installment shall be deemed approved for payment by the Authority within ninety (90) calendar days after the approval of submitted final report by the Authority unless the Authority, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
42	Section VIII, General Conditions of Consultancy Agreement (GCC), Clause 6.3.3, Payment to the Consultant		60		**Clause Deleted.** ~~The Authority shall pay the Consultant's invoices within sixty (60) days after the receipt by the Authority of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Authority may add or subtract the difference from any subsequent payments.~~
43	Section VIII: General Conditions Of Consultancy Agreement (GCC),		71		**Revised as below:** **7.2.1 Liquidated Damages for error/variation** In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant; the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, **subject to a maximum of 0.5% of the Consultancy Fee per instance and a maximum of 5% of the Consultancy Fee for the entire project.** **7.2.2 Liquidated damages for delay** In case of delay in completion of Services, **liquidated damages of 0.5% percent of the Consultancy Fee per week of delay subject to a maximum of 5% of the Consultancy Fee** shall be imposed and shall be recovered by

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
					appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted by the competent authority (Authority). The Authority shall have the discretion to waive the imposition of liquidated damages, if considered appropriate.
45	SCC	6.3 (b)	74	-	Revised as below: **No interest shall be payable by Client to Consultant on delay of payments.**
46	Data Sheet, Technical Evaluation, point 7		29	-	**Revised as below:** Penalty imposed for replacement of key experts is as follows: The Authority shall not permit the replacement of more than **2 (two)Key Personnel** over the course of the project. Substitution of Engagement Director shall not be allowed during the assignment. However, if under any unavoidable circumstances, the replacement of the Engagement Director /Personnel **(more than Key 2 Personnel)** shall only be considered with the prior approval of the Authority.
47	ANNEXURE C-Consultant Experience		31	-	**Accepted, Revised as below:** Relevant Services Carried Out in the Last **Ten Years** That Best Illustrate Qualifications
48	Section VI, Terms of Reference		51 - 53	-	Below Clauses are deleted from TOR – Scope of work A: Survey and Assessment – Clause 1 to 14 B. Conceptual Planning and Design – Clause 1 to 10
49	Section IX: Special Conditions Of Consultancy Agreement (SCC)		73	-	Revised as below: **The time period for commencement of Service shall be days 30 days from issue of LoA. Notwithstanding the date of signing of the Agreement, the date of commencement of the PMU services for the purpose of contract period and payment shall be deemed to be the date of start of deployment of personnel under Phase 1 of 'Next Generation Roads Program, Mohali', as certified by the Authority**

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S.No.	RFP Heading	Clause	Pg No	Query	Reply
50	Data sheet	Point 6, Page No 23			Sub-Contracting is allowed @ 25% of the contract value
51	Section III	Eligibility and Qualification Criteria, Pg 21			Revised as below: **Technical Capacity** - The Consultant shall have completed or received at least 80% of consultancy contract fee, till the date of this RFP for at least Three (3) Consultancy works / projects of Program Management / Project Management Consultancy / Development Management / Transaction Management / Tender Management having minimum project cost of INR 1,000 Cr each, executed in last 10 years preceding Bid Due Date; **Note**: Program Management / Project Management Consultancy / Development Management / Transaction management / Tender management experience for Roads, water metro, highways, bridges, Tunnels, Mass Rapid Transit Systems (MRTS), ports, Smart city projects involving significant roads component, Airports and other similar transport developments / large infrastructure projects. Applicable for both eligibility and technical evaluation.

Note:It is hereby clarified that in case of any ambiguity, discrepancy, or contradiction between the provisions of the RFP and the clarifications issued herein, the clarifications provided through this pre-bid process shall prevail. The same shall be treated as an integral part of the RFP and shall be binding on all the bidders.

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Annexure–M

PROFORMA FOR ENGAGEMENT OF SUB-CONSULTANT
(To be submitted by the Bidder on Letterhead)

1. Name of the Prime Consultant:

2. Name of the Proposed Sub-Consultant Firm/Agency:

3. Legal Status of Sub-Consultant (Company/Partnership/Proprietorship/LLP etc.):

4. Registered Address:

5. Contact Details:
   Phone:
   Email:
   Contact Person (Name & Designation):

6. Year of Establishment:

7. Registration Details (GST/ PAN/ CIN etc.):

8. Area(s) of Expertise Proposed for Sub-Consultancy under PMU:

9. Brief Description of Relevant Past Experience (last 10 years):

Table for Past Experience:

Project Name	Client/Authority	Duration	Scope of Work	Contract Value	Status

10. Key Professionals to be Deployed by Sub-Consultant:

Name	Designation	Qualification	Total Experience (Years)	Relevant Experience (Years)	Proposed Role

11. Details of Any Ongoing Litigation / Debarment / Blacklisting:

12. Scope, Responsibilities and Deliverables Assigned to Sub-Consultant by Prime Consultant:

13. Confirmation
We hereby confirm that the above-mentioned Sub-Consultant shall be engaged by us under the Mohali's Next Generation Roads Program.

Signature of Authorized Representative (Prime Consultant)
Name:
Designation:
Seal:
Date:

Signature of Authorized Representative (Sub-Consultant)
Name:
Designation:
Seal:
Date:

GREATER MOHALI AREA DEVELOPMENT AUTHORITY

CORRIGENDUM

Tender for the work of **Upgradation, resurfacing and beautification of roads and Juctions in Mohali under the Mohali's Next Generation Program** was invited vide this office no. 42-51 dated 11-1-2026.

Minutes of prebid meeting dated 19-1-2026 and Draft Concession Agreement for the above said work, which was left to be uploaded on website is attached herewith.

All other dates, terms and conditions will remain same.

29/1/26
Divisional Engineer (C-3)
GMADA, SAS Nagar

Endst. No. GMADA/DE (C-3)/2026/148-154 **Dated:** 29/1/26

A copy of the same is forwarded to the following for information and further necessary action: -

1. Chief Engineer, GMADA, S.A.S Nagar.
2. Superintending Engineer (C-2/PH/Elec.), GMADA, S.A.S Nagar.
3. Chief Accounts Officer, GMADA, S.AS. Nagar.
4. S.O (w) O/o D.E (C-3), GMADA, S.AS. Nagar.
5. Assistance System Manager, GMADA, S.A.S Nagar.

29/1/26
Divisional Engineer (C-3)
GMADA, S.A.S Nagar

Minutes of the pre-bid meeting held on 19-1-2026 at 11:00 AM under the chairmanship of Chief Engineer, GMADA, S.A.S Nagar and in presence of Chief Engineer, MC, SAS Nagar, SE(C-1), S.E (C-2), S.E (PH), S.E (Elec), D.E (C-1), D.E (C-2) D.E (C-3), D.E (Elec.), D.E (PH-1), D.E (PH-2), D.E (H-1) and Corporation Engineer, MC, SAS Nagar for the work of Upgradation, resurfacing and beautification of roads and Juctions in Mohali under the Mohali's Next Generation Program (On HAM).

Prebid meeting for the tender under subject was held in the office of Chief Engineer, GMADA, S.A.S. Nagar on 19-1-2026 in presence of Chief Engineer, MC, SAS Nagar, SE(C-1), S.E (C-2), S.E (PH), S.E (Elec) D.E (HQ), D.E (C-1), D.E (C-2) D.E (C-3), D.E (Elec.), D.E (PH-1), D.E (PH-2), D.E (H-1) and Corporation Engineer, MC, SAS Nagar. During the prebid meeting, some of the Contractors/firms submitted their representation/queries regarding the subject cited tender.

Accordingly reply to the representations received is as under:-

S.No.	Query/Request	Reply to the query/request
1	Condition of Pre-installed Hot Mix Plant (250 TPH within 50 km)	
	The condition requiring a pre-installed Hot Mix Plant of 250 TPH capacity within a radius of 50 km as a pre-qualification criterion is not a legitimate or practical requirement. This condition significantly restricts competition and appears to favor a specific agency. Our concerns are as follows: i) It is practically not possible to install a Hot Mix Plant of this capacity with all statutory permissions before submission of the tender. ii) Such a condition has never been stipulated in tenders of similar size by NHAI or MoRTH, as it limits bidder participation and defeats the purpose of an open tender. Pooling of resources is generally permitted in such works. iii) A Hot Mix Plant of 250 TPH capacity is not essential for execution of the subject cited work. iv) It should be within the contractor's purview to deploy one or more plants based on the methodology adopted to complete the work within the stipulated time.	Accepted. Bidder should own/lease Batch type hot mix plant(s) of 200 TPH capacity before bid submission date located within 60 kms of Project Site – (for the purposes of the Project PUDA Bhawan, Sector 62 Mohali shall be considered as project site).
2	Non-allowance of Joint Venture (JV)	
	i) Joint Ventures are permitted in all tenders above ₹100 Cr by NHAI and MoRTH. ii) In line with established practice, we request that JV participation also be allowed in this tender.	Not Allowed.
3	Subletting of Work	
	i) Clarification may kindly be provided regarding the permissibility of subletting of work. ii) Either Joint Ventures should be allowed, or subletting should be restricted, especially if the intent is to ensure execution by a single large contractor.	Not Allowed
4	Please give the detailed scope of horticulture and public health works.	As per Schedules uploaded on website.
5	In case of theft, who will be responsible for watch and ward of various items?	The Contractor shall bear all the costs of stacking, storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
6	Is 250 TPH plant allowed after allocation of work?	As per S.No. 1 above.

7	Please provide the design and required specifications for the work.	Required data is being uploaded on website separately.
8	What is the payment schedule for works where labour is involved? Is it on monthly basis?	As per schedule Q

Above clarification shall become part & parcel of the approved DNIT.

-sd-
D.E (C-1)

-sd-
D.E (C-2)

-sd-
D.E C-3)

-sd-
D.E (PH-1)

-sd-
D.E (PH-2)

-sd-
D.E (Elec.)

-sd-
D.E (H-1)

-sd-
S.E (C-1)

-sd-
S.E (C-2)

-sd-
S.E (PH)

-sd-
S.E (Elec.)

-sd-
C.E (G)

DRAFT CONCESSION AGREEMENT

for

Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program in the State of Punjab

On

Hybrid Annuity Mode

(the Project)

January 2026

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Part I

Preliminary

CONCESSION AGREEMENT

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

BETWEEN

1 THE GREATER MOHALI AREA DEVELOPMENT AUTHORITY, established under the _____, represented by its _____ and having its principal offices at _____ (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part;**

AND

2 ..... _____PVT LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN _____and having its registered office at ....., (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Other Part.**

WHEREAS:

(A) The Government of Punjab, under the Mohali Next Gen Roads Program, had entrusted to the Authority the Upgradation, Resurfacing and Beautification of the Roads and associated Junctions in Mohali **in the State of Punjab** (the **"Project"**) on the **"Hybrid Annuity Mode"** basis and shall inturn be financed by the Authority, in accordance with the terms and conditions to be set forth in a Concession Agreement to be entered into.

(B) The Authority had adopted a single stage two envelope bidding process and accordingly invited proposals by its Request for Proposals dated *** (the **"Request for Proposals" or "RFP")** for qualification and short listing of bidders for upgradation, resurfacing, beautification and maintenance of the above referred Project on Hybrid Annuity Mode.

(C) The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited Bids comprising Technical and Financial Bids from the Bidders for undertaking the Project.

(D) After evaluation of the Bids received, the Authority had technically qualified certain Bidders including, *interalia*, the Selected Bidder comprising..... and accepted the Financial Bid of the Selected Bidder and issued its Letter of Award No. ..... dated .....(hereinafter called the "**LOA**") to the Selected Bidder requiring, inter alia, the execution of this Concession Agreement within 28 (Twenty-Eight) days of the date of issue thereof.

(E) The Selected Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and} has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Concession Agreement

pursuant to the LOA for undertaking the Project.

(F) {By its letter dated_____, the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof and has delivered to the Authority a legal opinion with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof.}

(G) The Authority has {agreed to the said request of the Selected Bidder and the Concessionaire, and has} accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on Hybrid Annuity Mode, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 42) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the Upgradation or interpretation of this Agreement;

(e) the words **"include" and "including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

(f) references to **"Upgradation"** or **"building"** include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the Upgradation, and **"upgrade"** or **"build"** shall be construed accordingly;

(g) references to **"development"** include, unless the context otherwise requires, Upgradation, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and **"develop"** shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(i) any reference to day shall mean a reference to a calendar day;

(j) Reference to a **"business day"** shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) references to any date, period or Project Milestone shall mean and include

such date, period or Project Milestone as-may be extended pursuant to this Agreement;

(m) any reference to any period commencing **"from"** a specified day or date and **"till"** or **"until"** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) References to any gender shall include the other and the neutral gender;

(p) **"lakh"** means a hundred thousand (100,000) and **"crore"** means ten million (10,000,000);

(q) **"Indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the **"winding-up"**, **"dissolution"**, **"insolvency"**, or **"reorganisation"** of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

(s) save and except as otherwise provided in this Agreement, 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; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorization, notice, communication, information report or any other correspondence required under or pursuant to this Agreement from or by any Party or the PMU shall be valid and effective only if it is routed through the Authority (unless the law requires to send such notice, communication, etc, through physical/any other specified mode only) under the hand of a duly authorized representative of such Party or the PMU, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement and the Request for Proposals (**"RFP"**) forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the

Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

(w) 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 (the "**Damages**"); and

(x) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority and/ or the PMU shall be provided free of cost and in three copies, and if the Authority and/or the PMU is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of Upgradation, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 **Measurements and arithmetic conventions**

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

1.4 **Priority of agreements, clauses and schedules**

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof or referred to herein,

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

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

Part II

The Concession

ARTICLE 2

SCOPE OF THE PROJECT

2.1 **Scope of the Project**

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

(a) Preparation of design proposals, drawings and other aspects of the Roads and Junctions covered under Phase – I, II and III of the Project, based on the details specified in Schedule – B;

(b) One Time Upgradation, Resurfacing and Beautification of the Carriageways, Road Stretches and Junctions of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities (if any) as specified in Schedule-B, and in conformity with the Manuals, Standards and Guidelines set forth in Schedule-I;

(c) Maintenance of-the Project in accordance with the provisions of Schedule – G and this Agreement; and

(d) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

ARTICLE 3

GRANT OF CONCESSION

3.1 **The Concession**

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to upgrade, construct, resurface and beautify the roads and junctions covered under the Project during the Upgradation Period and maintain the Project during the Operation & Maintenance Period of 10 (ten) years commencing from Appointed Date (the **"Concession"**), and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) Right of Way, access and license to the roads and junctions covered under the Project Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(b) Upgradation of Carriageways and resurfacing of the roads and junctions under Phase I and II of the Project and beautification of the roads and junctions under Phase I, II and III;

(c) manage and maintain the Project;

(d) perform and fulfill all of the Concessionaire's obligations under and in accordance with this Agreement;

(e) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and

(f) neither assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

ARTICLE 4 CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 22, 28,38 and 41, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the **"Conditions Precedent"**).

4.1.2 The Concessionaire has provided the Performance Security to the Authority before the date of this Agreement. The Authority shall be required to fulfill the Conditions Precedent, as stipulated in Clause 4.1.2, within a period of 45 (forty-five) days thereafter. The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire the Right of Way to the Roads, Carriageways and junctions covered under Phase I and the roads and junctions (less carriageways) of Phase II & III, for which the beautification works are required to be carried out, in accordance with the provisions of Clauses 10.3.1 and 10.3.2;

Note: This Conditions Precedent shall be fulfilled by the Authority once all the Conditions Precedent of Concessionaire and Authority have been complied with.

(b) procured all Applicable Permits relating to environmental protection, and conservation in respect land forming part of the Right of Way under Clause 10.3.1 and 10.3.2;

(c) procured forest clearance (if any) for and in respect land forming part of the Right of Way under Clause 10.3.1 and 10.3.2, save and except permission for cutting trees ;

(d) appointed a Project Management Unit (PMU), for the monitoring of the Project;

(e) provided comments (if any) and/ or approved the Design Proposal & Drawings for the Roads, Carriageways and Junctions covered under Phase-I of the Project alongwith the roads (less carriageways) under Phase II and III for which beautification works is required to be started from the Appointed Date, within a period of 7 (seven) days from the date of submission of Design Proposal & Drawings by the Concessionaire.

(f) opened a Dedicated Project Account to be used for making regular payments to the Concessionaire during Phase 1 and 2. Here, the Authority shall maintain, a balance equivalent to a minimum 3 (three) months of payments payable to the Concessionaire till the completion of Upgradation Works of Phase 1 and 2.

Provided that the Authority shall be entitled to an additional period, not exceeding 30 (thirty) days beyond the initial period of 45 days without being liable for payment of any damages, for fulfillment of the Conditions Precedent set forth in this Clause.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 45 (forty-five) days from the date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) executed and procured execution of the Escrow Agreement;

(b) executed ~~and procured execution~~ of the Substitution Agreement;

(c) conducted the joint surveys (along-with the representatives of the Authority) of the

Site, within 7 (seven) days from the date of signing of the Agreement, including the existing road, carriageways, shoulders, drains, trees, signage, utilities, and immovable structures etc. on the basis of which the Design Proposals and Drawings shall be prepared and submitted, for the Project;

(d) prepared Design Proposals and Drawings, for the Roads, Carriageways and associated Junctions under Phase –I, comprising of the design proposals, drawings and other aspects based on the provisions as stipulated in Schedule-G, within a period of 21 (twenty-one) days from the date of signing of the Agreement. The Concessionaire shall be required to incorporate the comments/ suggestions as received from the Authority and re-submit the revised Design Proposal to Authority for approval, within 7 (seven) days from the date of receipt of the comments from Authority;[1]

Note: During the Conditions Precedent Period, the Design Proposals & Drawings shall be prepared for the roads, carriageways and junctions covered under Phase – 1, along with the roads & junctions (less carriageways) of Phase-2 and 3 for which the beautifications works shall be initiated from Appointed Date.

(e) procured all the Applicable Permits specified in Schedule-J unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;

(f) achieved Financial Closure of the Project and submitted the financing agreements (3 copies) to the Authority;

(g) delivered to the Authority confirmation of the correctness of the representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1 of this Agreement.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible. Subject only to payment of Damages, it is agreed between the Parties that the obligation to fulfill each parties' Conditions Precedent is an independent obligation of the respective Party.

4.1.5 The Parties shall notify each other in writing at least once every fortnight on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to the maximum limit equal to 20% of the Performance Security and upon reaching such limit, the Concessionaire may, in its sole discretion terminate the Agreement. The Damages payable hereunder shall be the sole remedy available to the Concessionaire for delay by the Authority.

Provided further that in the event of delay by the Concessionaire in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.3, no Damages shall be due or payable by the Authority under this Clause 4.2 until the date on which the Concessionaire shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.3.

[1] The Successful Bidder may initiate the process of Design Proposals and Drawings, as per Schedule B after issuance of LOA to adhere to the timelines.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to the maximum limit equal to 20% of the Performance Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided further that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Commencement of Concession Period

The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied shall be the Appointed Date which shall be the date of commencement of the Concession Period. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence Upgradation on the Project.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 6 (six) months of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the non-occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security and the Additional Performance Security, if any, of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, upgradation and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Concessionaire shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;

(c) perform and fulfill its obligations under the Financing Agreements;

(d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(e) ensure to comply with the Project Completion Schedule as provided in Schedule - M;

(f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(g) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(i) transfer the Project to the Authority upon Termination of this Agreement, in accordance with the provisions of this Agreement.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire and shall respond to the request for consent no later than 30 days from the receipt of such request from the Concessionaire.

5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority and / or Lenders Representative to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "Covenant"). Further, it is clarified that in case both the Authority and Lenders' Representative decide to exercise their right to step-in, the Authority shall have the sole right to step into the Project Agreements. For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the

Authority in the event of Termination or Suspension.

5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the EPC Contractor and an O&M Contractor and execution of the EPC Contract and O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously and no later than 30 days from the date of receipt of the proposal alongwith the draft agreement by the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Concessionaire; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Obligations relating to employment of foreign nationals

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

5.5 Obligations relating to employment of trained personnel

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

5.6 Facilities for differently abled and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the Project.

5.7 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of MOHALI ROADS UNDER NEXT GENERATION ROADS PROGRAM.

5.8 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the

Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

ARTICLE 6 OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with the Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and maintenance of the Project;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;

(d) Deleted

(e) Subject to and in accordance with Applicable Laws, grant to the Concessionaire the authority to regulate use of the Project;

(f) Assist the Concessionaire in procuring police assistance for regulation of Users, removal of trespassers and security on or at the Project;

(g) Not do or omit to do any act, deed or thing which may in any manner is violating of any of the provisions of this Agreement;

(h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;

(j) make payments to the Concessionaire, as per Schedule – Q (Payment Schedule) of the Concession Agreement; and

(k) subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring approvals.

6.2 **Deleted**

6.3 **Obligations relating to refinancing**

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. The Authority shall endeavor to convey its decision on such request of the Concessionaire within 30 days of receipt of the proposal by the Authority.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) the selected bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement -will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(f) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) 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 its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects 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 a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the selected bidder, together with its Associates, hold not less than (i) 51% (fifty-one percent) of its issued and paid up Equity till 2 (two) years from the date of this Agreement ; and (ii) 26% (twenty six per cent) of Equity after completion of 2 (two) years from date of this Agreement till the subsistence of the Concession Period and six months thereafter along with its Associates;

Provided further that any such request made under Clause 7.1(k) and / or Article 42, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders

(l) the selected bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with {itself/the Concessionaire} pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(m) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it Subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(n) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

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

(p) all information provided by the selected bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(q) All undertakings and obligations of the Concessionaire arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

(c) It has the financial standing and capacity to perform its obligations under this Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) 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 Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) It has complied with Applicable Laws in all material respects;

(g) It has the right, power and authority to manage the Project; and

(h) It shall procure good and valid right to the Site, and has power and authority to grant a license in respect thereto to the Concessionaire.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8

DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Part III

Development and Operations

ARTICLE 9 PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire, for the performance of its obligations hereunder, has provided to the Authority within 28 (twenty eight) days from the date of issuance of the Letter of Award (LOA) to the Selected Bidder, in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ ~~Banker's Cheque~~ or irrevocable and unconditional Bank Guarantee (including e-bank guarantee) from a Bank for a sum equivalent to 5% (Five) of the Bid Project cost in the form set forth in Schedule-K (the **"Performance Security").** This Performance Security shall be in lieu of the Payment A and B to be made in lieu of obligations as defined in Schedule-Q.

9.1.2 The Concessionaire shall furnish a Performance Security for the due and faithful performance of the Concession Agreement. The initial Performance Security, as submitted before the date of this Agreement, shall be reduced in 2 (two) stages in proportion to the completion of payment milestones, subject to the achievement of milestones, as follows:

(a) Upon completion and release of Payments A and B, the Performance Security shall be reduced to 5 (five) percent of the amount applicable for Payments C and D.

(b) Upon completion and release of Payments C and D, the Performance Security shall be further reduced to 5 (five) percent of the amount applicable for Payment E.

(c) Upon successful completion of the O&M obligations as laid down in the Concession Agreement, the balance Performance Security shall be released.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 31.

Provided that upon appropriation on account of Concessionaire's Default the Concessionaire shall replenish the Performance Security and upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 120 (one hundred and twenty) days for remedying the Concessionaire Default, save and except as provided in Clause 4.5 of this Agreement, and in the event of the Concessionaire not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 31.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for the entire Concession

Period; provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

9.4 Deleted

9.5 Deleted

9.6 References to Performance Security

References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire.

9.7 Additional Performance Security

The Concessionaire shall alongwith the Performance Security provided to the Authority an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Fixed Deposit Receipt, ~~Banker's Cheque~~ or irrevocable and unconditional Bank Guarantee (including e-bank guarantee) from a Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore)[2] in the form set forth in Schedule-___ (the "Additional Performance Security"), to be modified, mutatis mutandis, for this purpose as security to the Authority if the Bid Project Cost of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. The Additional Performance Security (if any) shall be an obligation to be fulfilled before the signing of the Concession Agreement. Failure to maintain the Additional Performance Security shall be treated as Concessionaire Default as per Clause 31.1.1.

9.8 Appropriation and Release of Additional Performance Security

Notwithstanding anything contrary contained in this Agreement, if this Agreement is terminated, except for Authority Default or due to the Force Majeure, prior to achievement of any of the Project Milestone, the Authority shall have the right to encash the Additional Performance Security in addition to the Performance Security. However, the Additional Performance Security shall be released upon the completion of one-time upgradation of Carriageways & resurfacing of the roads and junctions under Phase I and II of the Project and shall be released immediately and no later than 30 (thirty) days from the certification of achievement of COD of Phase-II.

ARTICLE 10 RIGHT OF WAY

10.1 The Site

The site of the Project shall comprise the roads and junctions along with real estate covered under Phase I, II and III and as described in Schedule-B and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (**the "Site"**). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Project as set forth in Schedule-B.

The handing over of the Roads and associated Junctions of Phase –I, Phase –II and Phase – III shall be as per Schedule-B. The same procedure, as stipulated below, shall be followed for handing over of roads and associated junctions under each of the Phases.

10.2 License, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Conditions Precedent Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Project, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and license rights in respect of all the land (along with any buildings, Upgradations or immovable assets, if any, thereon) comprising the Site for Phase-I, Phase – II (only roads under beautification) and Phase - III which is described, delineated and shown in Schedule-B hereto (the **"Licensed Premises"**), on an "as is where is" basis, free of any Encumbrances, to develop/ upgrade, resurface and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. However, it is made clear that the Authority shall hand over the Roads and associated Junctions under Phase – II, wherein the upgradation works are required to be carried and is specifically mentioned in Schedule – B and G, within 15 days to the completion of 2nd Anniversary of Appointed Date.

10.2.3 The license, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that atleast one side of the road under the Project or an alternative thereof are open to traffic at all times during the Upgradation Period.

10.2.4 It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that

notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-licensees, the license in respect of the Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.5 The Concessionaire hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the license granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.6 It is expressly agreed that trees on the Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, structures, road works, trees and any other immovable property on or attached to the Site for all the Phases I, II and III. Such memorandum shall have appended thereto an appendix (the **"Appendix"**) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. The handing over of the roads and junctions under the Project shall conform to the provisions as detailed out in Schedule-B of the Concession Agreement. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid license and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid license and Right of Way with respect to the parts of the Site as set forth in the Appendix and as has been detailed out in Schedule B of the Concession Agreement shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire. Similar process shall be followed by both the parties to the Agreement for the pending roads under Phase –II, to be handed over within 15 days to the completion of 2nd Anniversary of Appointed Date.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date or the Handover Date for pending Phase –II roads, as mentioned in Schedule-B of the Concession Agreement (as the case may be), the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include land which shall in any manner prevent the Concessionaire from undertaking upgradation of the Project to the extent of at least 80% (eighty per cent) of the length thereof, and in the event Financial Close is delayed on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages solely under the provisions of Clause 4.2. For the avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land which may prevent the Upgradation of any critical element of the Project without which the Completion Certificate may not be granted. The Parties also acknowledge and agree

that the conditions specified in this Clause 10.3.2 shall not be modified or waived by either Party.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date or Handover Date for pending Phase –II roads (as the case may be), the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Re. 1 (Rupee one) per day for every 10 (ten) square meters or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured or 180 (one hundred and eighty) days from the Appointed Date whichever is earlier. The Damages payable in terms of this clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire. In the event, the Authority is unable to provide the remaining Site within 180 (one hundred and eighty days) from the Appointed Date, the remaining Site of the Project shall be removed from the scope of the work under the provision of Change of Scope.

10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Upgradation Works thereon within a reasonable period to be determined by the PMU in accordance with Good Industry Practice; provided that the issue of Completion Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any upgradations on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Upgradation Works on all lands for which Right of Way is granted, shall be completed on or before the Scheduled Completion Date as specified in Schedule - B. It is further agreed that the obligation of the Concessionaire to complete the affected Upgradation Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith. It is also expressly agreed that completion of the respective Upgradation Works within the time determined by the PMU hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.3.2.

10.3.6 The Authority shall include additional length of roads / junctions under Upgradation Works specified in Change of Scope Order issued under Article 16, in accordance with the provisions of this Agreement, and upon inclusion thereof, such additional roads/ junctions shall form part of the Site.

10.3.7 The Parties expressly agree that the obligation to provide roads for 80% (eighty per cent) of the Site shall mean and imply provision of road length that shall enable the Concessionaire to undertake the upgradation and resurfacing on at least 80% (eighty

per cent) of the length of the roads covered under Phase I and II of the Project.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Protection of Site from Encumbrances

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

10.7 Access to the Authority and PMU

The license, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the PMU and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned

Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government - Instrumentality within a reasonable period so as to enable the Concessionaire to continue its Upgradation Works with such modifications as may be deemed necessary.

ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

11.2.1 The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or maintenance of the Project in accordance with this Agreement, as per the scope given in Schedule B and in accordance with applicable standards and specifications of concerned utility owning entity. The cost of shifting of such utilities shall be prepared by the entity owning the utility and the same shall be payable to the Concessionaire by the Authority. The Concessionaire shall execute such utility shifting works under the supervision of utility owning agency and PMU in accordance with the provision of Agreement. In the event of any delay in shifting thereof, the Concessionaire shall be responsible for failure to perform any of its obligations hereunder if such failure is not as a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

The dismantled material/ scrap of existing Utility to be shifted/ dismantled shall belong to the entity owning the utility, who would be free to dispose-off the dismantled material as deemed fit by them.

The work of shifting of utilities can be taken up by the Concessionaire any time after signing of the Agreement.

11.3 New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.3 shall not in any manner relieve the Concessionaire of its obligation to

maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.4 Felling of trees

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

ARTICLE 12

UPGRADATION OF THE PROJECT

12.1 Obligations prior to commencement of Upgradation

In addition to its obligations of maintaining the Project during the Conditions Precedent Period, prior to commencement of Upgradation Works, the Concessionaire shall:

(a) submit to the Authority and the PMU its detailed design, upgradation & resurfacing methodology, quality assurance procedures, and the procurement, engineering and upgradation time schedule for completion of the Project in accordance with Schedule-B. It is to be noted here that (i) First detailed design/ DPR covering roads & junctions under Phase I and the roads & junctions for beautification works under Phase II & III, shall be prepared during the Condition Precedent Period and (ii) the second detailed design/ DPR covering the pending roads under Phase – II, shall be prepared by the Concessionaire, within 21 (twenty-one) days from the date of start of upgradation of roads and associated junctions under Phase II, as detailed out in Schedule-B. The timelines of preparation, submission and approval shall be considered same as mentioned in the Conditions Precedent Period;

(b) Appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of Upgradation under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and

(d) Make its own arrangements for quarrying and procurement of materials needed for the Project under and in accordance with Applicable Laws and Applicable Permits.

12.2 Drawings

In respect of the Concessionaire's obligations relating to the Drawings/ Typical Sections of the Project as set forth in Schedule-D and H, the following shall apply:

(a) The Concessionaire shall prepare and submit, for each Phase, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, 3 (three) copies each of all Drawings/ Typical Sections to the PMU for review.

(b) By submitting the Drawings/ Typical Sections, for the roads and associated Junctions covered under each Phase, for review to the PMU, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field Upgradation criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the PMU shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications

and Manuals, Standards & Guidelines. The Concessionaire shall not be obliged to await the observations of the PMU on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Upgradation Works at its own discretion and risk.

(d) If the aforesaid observations of the PMU indicate that the Drawings/ Typical Sections are not in conformity with the Scope of the Project or the Specifications and Manuals, Standards & Guidelines, such Drawings/ Typical Sections shall be revised by the Concessionaire and resubmitted to the PMU for review. The PMU shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings/ Typical Sections.

(e) No review and/or observation of the PMU and/or its failure to review and/or convey its observations on any Drawings/ Typical Sections shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the PMU or the Authority be liable for the same in any manner

(f) Without prejudice to the foregoing provisions of this Clause 12.2, the Concessionaire shall submit to the Authority for review and comments, its Drawings/ Typical Sections relating to alignment of the roads and associated Junctions covered under each Phase under the Project and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings/ Typical Sections. The provisions of this Clause 12.2 shall apply mutatis mutandis to the review and comments hereunder.

(g) Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Authority and the PMU a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium or manner as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed/ upgraded, including an as- built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project.

Note: It is being clarified here that the above stated procedure w.r.t drawings and design proposals shall be followed for the Phases covered under the Project. The process of preparing the Design Proposals & Drawings for pending roads & carriageways of Phase - 2 shall be done simultaneously while executing the upgradation works for Phase – 1 and beautification works for the roads and junctions (less carriageways) identified under Phase – 2 and 3 (as specifically mentioned in Schedule – B).

12.3 Upgradation of the Project

12.3.1 On or after the Appointed Date, the Concessionaire shall undertake upgradation of the Project as specified in Schedule-B and M and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-G. The scheduled date for completion of each of the roads & junctions covered within the Phase as defined in Schedule - B shall be considered as the Scheduled Completion Date of the respective Phase (the **"Scheduled Completion Date of Phase – I/ II/III"**) (as the case may be) and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.

12.3.2 The Concessionaire shall upgrade, beautify and resurface the roads & junctions covered within the 3 (three) Phases in accordance with the Project Completion Schedule set forth in Schedule-M. In the event that the Concessionaire fails to achieve any of the Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-M, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date (for any of the Phase) are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-M shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-M has been amended as above; provided further that in the event COD is achieved on or before the respective Scheduled Completion Date, the Damages paid under this Clause 12.3.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.3.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.3.3 In the event that the Project is not completed and COD does not occur within 270 (two hundred and seventy) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.4 Maintenance during Upgradation Period

12.4.1 During the Upgradation Period, the Concessionaire shall maintain, at its cost, the existing roads under the Project to ensure that the roads are in pothole free condition is maintained, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Concessionaire may, at its cost, interrupt and divert the Users and other persons if such interruption and diversion is necessary for the efficient progress of Upgradation Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the PMU which approval shall not be unreasonably withheld. Further, in case the Scheduled Completion Date gets extended due to delay attributable solely to the Authority, the Concessionaire shall be liable to maintain the Project roads for such extended period and shall be entitled to receive reimbursement of cost of maintenance for such extended period on pro-rata basis as claimed at Payment-E, mentioned in Schedule – Q. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project.

12.4.2 In the event of default by the Concessionaire in discharging the obligations specified in Clause 12.4.1, the Authority may levy and recover Damages equal to 0.2% (zero point two per cent) of the Performance Security for each day of default hereunder.

12.4.3 The Parties expressly agree that pursuant to the provisions of Clause 12.4.1, the Concessionaire shall, about 7 (seven) days prior to the date of this Agreement and with prior notice to the Authority and alongwith the Authority's Representative, undertake video recording of the condition and status of the Project, which recording shall be compiled into a 3 (three)-hour digital video disc or any substitute thereof, and shall provide 3 (three) copies of such recording to the Authority within 2 (two) days of the date of this Agreement. The Authority may, in its discretion, undertake another video

recording in the presence of the Concessionaire's representative, within 7 (seven) days of the date of this Agreement, and substitute its video recording for the video recording undertaken by the Concessionaire. The Parties further agree that such video recording shall constitute evidence of the status and condition of the Project as on the date of such recording.

12.5 Deleted

ARTICLE 13 MONITORING OF UPGRADATION

13.1 Monthly progress reports

During the Upgradation Period of any of the Phase, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the PMU a monthly report on physical and financial progress of the Upgradation Works and shall promptly give such other relevant information as may be required by the PMU. The Concessionaire shall also submit a detailed report (alongwith each monthly report) indicating the locations and movements of all Upgradation vehicles by way of installing a functional Global Positioning System (GPS) in each vehicle, which shall include, but not limited to, the following information:

i Real-time location data of each Upgradation vehicle.
ii Timestamps indicating the start and end times of vehicle movements.
iii Mileage covered by each vehicle

The Concessionaire shall be responsible for ensuring the accuracy and integrity of the GPS tracking data.

13.2 Inspection

During the Upgradation Period, the PMU shall inspect the Project at least once a month and make a report of such inspection (the **"Inspection Report"**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Manuals, Standards and Guidelines. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the PMU shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

13.3 Tests

13.3.1 For determining that the Upgradation Works conform to the Manuals, Standards and Guidelines, the PMU shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Schedule – U of the Concession Agreement.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Upgradation Works, the Concessionaire shall carry out remedial measures and furnish a report to the PMU in this behalf. The PMU shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Upgradation Works into compliance with the Scope of Work, Manuals, Standards and Guidelines, and the procedure set forth in this Clause 13.3 shall be repeated until such Upgradation Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the PMU forthwith.

13.4 Delays during Upgradation

Without prejudice to the provisions of Clause 12.3.2, if the Concessionaire does not achieve any of the Project Milestones or the PMU shall have reasonably determined that the rate of progress of Upgradation Works is such that the Project is not likely to be completed by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the PMU in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve COD.

13.5 Suspension of unsafe Upgradation Works

13.5.1 Upon recommendation of the PMU to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Upgradation Works if, in the reasonable opinion of the Authority, such work threatens the safety of the Users and pedestrians. Provided, however, that in case of an emergency, the Authority may suo moto issue the notice referred to hereinabove.

13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Upgradation Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the PMU to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the PMU, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 28.7, all reasanable costs incurred for maintaining and protecting the Upgradation Works or part thereof during the period of suspension (the **"Preservation Costs"**) shall be borne by the Authority; provided that if the suspension has occurred as a result of any breach of this Agreement by the Concessionaire, the Preservation Costs shall be borne by the Concessionaire.

13.5.4 If suspension of Upgradation Works is for reasons not attributable to the Concessionaire, the PMU shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Authority accordingly whereupon the Authority shall extend such Project Completion Schedule dates in accordance with the recommendations of the PMU.

13.6 Video recording

The Concessionaire shall carryout video recording of each Phase within the Project every month since award of work till completion of Upgradation and biannually during O&M period.

ARTICLE 14 COMPLETION CERTIFICATE

14.1 Tests

14.1.1 No later than 30 (thirty) days prior to the likely completion of each Phase of the Project, the Concessionaire shall notify the PMU of its intent to subject the Project to Tests. The date and time of each of the Tests shall be determined by the PMU in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the PMU may reasonably require for conducting the Tests. In the event of the Concessionaire and the PMU failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days' notice to the PMU, and in the event the PMU delays the Tests hereunder, the Authority shall impose penalties on the PMU and shall ensure that Tests are completed in time either by the PMU or any substitute thereof.

14.1.2 All Tests shall be conducted in accordance with Schedule-U at the cost and expense of the Concessionaire. The PMU shall observe, monitor and review the results of the Tests to determine compliance of the Project with Manuals, Specifications and Standards and if it is reasonably anticipated or determined by the PMU during the course of any Test that the performance of the Project or any part thereof does not meet the Manual, Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the PMU shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the PMU may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

14.2 Completion Certificate

Upon completion of Upgradation Works and the PMU determining the Tests to be successful, for each of the Phase, it shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in Schedule-O (the **"Completion Certificate for Phase – I/II/III"**).

14.3 Deleted

14.4 Deleted

14.5 Withholding of Completion Certificate

14.5.1 If the PMU determines that the Phase(s) within the Project or any part of the Phase thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the PMU and after conducting its own inspection, if the Authority is of the opinion that the Phase (s) of the Project is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the particular Phase of the Project or the entire Project (as the case may be) and direct the PMU to withhold issuance of the Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Deleted

14.6 Rescheduling of Tests

If the PMU certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

15.1.1 The respective Phase under the said Project shall be deemed to be complete when the Completion Certificate, as the case may be, of the respective Phase, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Phase (I/II/III) under the Project shall be the date on which such Completion Certificate is issued (the **"COD"**). The Project shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Annuity Payments in accordance with the provisions of this Agreement.

15.2 Damages for delay

Subject to the provisions of Clause 12.3, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until COD is achieved. Upon failure of the Concessionaire to pay the said Damages, the same shall be paid along with interest of Bank Rate plus 3% and shall be deducted from the Annuity Payment. In case the Damages and the interest thereof are more than the Annuity payment then the balance Damages along with interest thereof shall be recovered from any further amount due and payable to the Concessionaire excluding O&M Payments but including interest to be paid on reducing balance of the Completion Cost remaining to be paid along with the Annuity payments.

ARTICLE 16 CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the **"Change of Scope"**). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 16.3.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope, which decision of the Authority shall be final and binding.

16.1.3 Any works or services which are provided under and in accordance with this Article 16 shall form part of the Project and the provisions of this Agreement shall apply mutatis mutandis to such works or services.

16.2 Procedure for Change of Scope

16.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the **"Change of Scope Notice"**).

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Upgradation Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the PMU as reasonable.

16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the PMU, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order **(the "Change of Scope Order")** requiring

the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

16.2.4 The provisions of this Agreement, insofar as they relate to Upgradation Works and Tests, shall apply mutatis mutandis to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

Within 7 (seven) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the PMU. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the PMU as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of the Project by the Scheduled Completion Date; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be reckoned for purposes of determining completion of the Project.

16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 10% (ten per cent) of the Bid Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 25% (twenty five per cent) of the Bid Project Cost at any time during the Concession Period.

16.5 Power of the Authority to undertake works

16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has

participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder[3].

16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes disruption in operation of the Project. The provisions of this Agreement, insofar as they relate to Upgradation Works and Tests, shall apply mutatis mutandis to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

16.6.1 If the Concessionaire shall have failed to complete any Upgradation Works on account of Force Majeure or for reasons attributable to the Authority or under the provision of Clause 10.3.4 of this Agreement, the Authority shall follow the following process for calculation of total cost of reduced Scope

I. On direction by the Authority, the PMU to assess the civil cost of the reduced Scope, as per the schedule of rates applicable on the Bid Due Date.

II. The estimated cost of reduced Scope shall then be multiplied by the ratio of Bid Project Cost to Estimated Project Cost to arrive at the Total Cost of Reduced Scope.

On or before a Payment Milestone immediately succeeding the date of finalization of such Reduction in Scope, the Bid Project Cost shall be reduced by the Total Cost of Reduced Scope and all payments made or to be made to the Concessionaire shall be suitably adjusted and recoveries, if any, shall be made from the payment to be released on that Payment Milestone immediately succeeding the date of finalization of Reduction in Scope.

For the avoidance of doubt, it is agreed that upon the Reduction of Scope and revision of Bid Project Cost, all references to Bid Project Cost would mean the revised Bid Project Cost and all the payments would be calculated as per the revised Bid Project Cost.

16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply mutatis mutandis, and upon issue of Change of Scope Order by the Authority hereunder, the Concessionaire shall pay forthwith the sum specified therein.

16.7 Effect of Change in Scope on the O&M Costs

Pursuant to the provisions if this Article 16, if the Change in Scope leads to a reduction or increase in the length of the roads under any of the Phase, the O&M Payments as provided in Clause 23.7 shall be reduced or increased in proportion to the reduction or increase in the length of the roads under any of the Phase.

ARTICLE 17 OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

(a) Procuring and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(b) Minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(c) Carrying out periodic preventive maintenance of the Project, as per Schedule - G;

(d) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, markings, lighting, signage and other control devices;

(e) Undertaking major maintenance such as resurfacing, repairs to structures, and repairs and refurbishment of system and equipment, as per Schedule- B and M;

(f) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;

(g) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorized entry to the Project;

(h) Protection of the environment and provision of equipment and materials thereof;

(i) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(j) Undertake routine repair and rectification works of roads and associated junctions, under each Phase as per Schedule-T;

(k) Maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and

(l) Complying with Safety Requirements in accordance with Article 18 and Schedule - V.

17.1.2 The Concessionaire shall remove promptly from the Project all surplus Upgradation machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the location identified by the Authority and/or PMU.

17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project conforms to the maintenance requirements set forth in Schedule-G (the **"Scope of Work"** and Schedule – T (the **"Key Performance Indicators"**).

17.3 Maintenance Manual

17.3.1 No later than 90 (ninety) days prior to the Scheduled Completion Date, the Concessionaire shall, in consultation with the PMU, evolve a repair and maintenance manual (the **"Maintenance Manual"**) for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the PMU. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause shall apply, mutatis mutandis, to such revision.

17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

17.4 Maintenance Program

17.4.1 On or before COD and no later than 45 (forty-five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Concessionaire shall provide to the Authority and the PMU, its proposed annual program of preventive, urgent and other scheduled maintenance (the **"Maintenance Program"**) to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Program shall include:

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) Criteria to be adopted for deciding maintenance needs;

(d) Intervals and procedures for carrying out inspection of all elements of the Project;

(e) Intervals at which the Concessionaire shall carry out periodic maintenance;

(f) Arrangements and procedures for carrying out safety related measures; and

(g) Intervals for major maintenance works and the scope thereof.

17.4.2 Within 15 (fifteen) days of receipt of the Maintenance Program, the PMU shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Program as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply mutatis mutandis to such modifications.

17.5 Safety, breakdowns and accidents

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, closures, diversions, breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary Lights and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project shall be limited to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the use of the Project. For this purpose, it shall maintain and operate a round-the-clock rescue post with equipment in accordance with Good Industry Practice.

17.6 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Project, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Authority Without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

17.6.2 The Concessionaire shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project and shall notify the Authority of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project and the re- commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Project closure

17.7.1 Save and except as provided in Clause 17.6, the Concessionaire shall not close any part of the Project for undertaking maintenance or repair works not forming part of the Maintenance Program, except with the prior written approval of the PMU. Such approval shall be sought by the Concessionaire through a written request to be made to the PMU, and a copy thereof furnished to the Authority, at least 7 (seven) days before the proposed closure and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the PMU shall grant permission with such modifications as it may deem reasonable and necessary in conformity with the Maintenance Manual and Maintenance Program and a copy of such permission shall be sent to the Authority.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to any closure for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the PMU as off-peak hours when usage of the Project is comparatively lower.

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be

entitled to close the designated part of the Project for the period specified therein, and in the event of any delay in re-opening such part, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.5 % (zero point Five per cent) of the Performance Security, for each day of delay until that part of the Project has been re-opened for use.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements/ Key Performance Indicators within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages as per Schedule –T. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 shall be paid by the Concessionaire forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Program, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the PMU, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

17.9.2 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.9.2 and debit the same to O&M Expenses.

17.10 Overriding powers of the Authority

17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such

overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 28.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 28. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.11 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

17.12 Modifications to the Project

The Concessionaire shall not carry out any material modifications to the Project, save and except where such modifications are necessary for the Project to operate in conformity with the Specifications, Manuals, Standards and Guidelines, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the PMU of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the PMU may make within 15 (fifteen) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Safety Requirements, Specifications and Standards, Applicable Laws and the provisions of this Agreement.

17.13 Excuse from performance of obligations

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

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any

Government Instrumentality, the effect of which is to close all or any part of the Project:

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority and the PMU without any delay;

Provided further that the Concessionaire shall keep all unaffected parts of the Project open to Users, provided they can be operated safely.

17.14 Deleted

17.15 Installation and operation of CCTV

The Concessionaire shall install and operate a closed circuit television system to monitor such parts of the Project as may be necessary and expedient for a safe, secure and smooth operation thereof.

17.16 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site.

SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety program for providing a safe environment on or about the Project, and shall comply with the safety requirements set forth in Schedule-V (the **"Safety Requirements"**).

18.1.2 The Authority shall appoint an experienced and qualified firm or organization (the **"Safety Consultant"**), as per Schedule-V, for carrying out safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken and funded in accordance with the provisions of Article 16.

ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

19.1.1 During the Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the PMU a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Program and Safety Requirements, and shall promptly give such other relevant information as may be required by the PMU or the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.1.2 During the Operation Period, the Concessionaire shall, no later than 10 (ten) days after the close of each month, furnish a monthly management report which shall include a summary of:

(a) key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same;

(b) key operational hurdles and deliverables in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance; and

(c) key financial parameters for the month, as benchmarked against the monthly budget and the reasons for shortfall, if any, and proposals to remedy the same.

19.2 Inspection

The PMU shall inspect the Project at least once a month. It shall make a report of such inspection (the **"O&M Inspection Report"**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Program and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

For determining that the Project conforms to the Maintenance Requirements, the PMU shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the PMU and furnish the results of such tests forthwith to the PMU. One half of the costs incurred on such tests, and to the extent certified by the PMU as reasonable, shall be reimbursed by the Authority to the Concessionaire.

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause and furnish a report in respect thereof to the PMU and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15

(fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

19.4.2 The PMU shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the PMU, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users and the Project. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.5, accidents and unusual occurrences on the Project shall include:

(a) Death or injury to any person;

(b) Damaged or dislodged fixed equipment;

(c) Any damage or obstruction on the Project, which results in slow down of the services being provided by the Concessionaire;

(d) Disablement of any equipment during operation;

(e) Communication failure affecting the operation of the Project;

(f) Smoke or fire;

(g) Flooding of the Project; and

(h) Such other relevant information as may be required by the Authority or the PMU.

ARTICLE 20 REGULATION AND MANAGEMENT

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project in accordance with Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under Applicable Laws.

20.2 Police assistance

For regulating the use of Project in accordance with Applicable Laws and this Agreement, the Authority shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof.

ARTICLE 21 PROJECT MONITORING UNIT (PMU)

21.1 Appointment of PMU

The Authority shall appoint a consulting engineering firm substantially to be the independent consultant under this Agreement (the "**PMU**"). The appointment shall be made no later than 45 (forty-five) days from the date of this Agreement and shall be for the entire Concession Period plus six (6) months).

21.2 Duties and functions

21.2.1 The PMU shall discharge its duties and functions substantially in accordance with the provisions of this Agreement.

21.2.2 The PMU shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in this Agreement.

21.2.3 A true copy of all communications sent by the Authority to the PMU and by the PMU to the Authority shall be sent forthwith by the PMU to the Concessionaire.

21.2.4 A true copy of all communications sent by the PMU to the Concessionaire and by the Concessionaire to the PMU shall be sent forthwith by the PMU to the Authority.

Part IV

Financial Covenants

ARTICLE 22 FINANCIAL CLOSE

22.1 Financial Close

22.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close for an amount not lower than either: i. Total Project Cost; or ii. 10% less than (70% of Estimated Project Cost minus 40% of Bid Project Cost) within 45 (forty-five) days from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 15 (fifteen) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 15 (fifteen) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 60 (sixty) days from the date of this Agreement, the Concessionaire shall be entitled to a further period not exceeding 30 (thirty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said30 (thirty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

22.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

22.2 Termination due to failure to achieve Financial Close

22.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 28.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 22.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

22.2.2 Upon Termination under Clause 22.2.1, the Authority shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred due to Force Majeure, it shall, upon Termination, release the Performance Security, as the case may be.

ARTICLE 23

PAYMENT OF BID PROJECT COST

23.1 Bid Project Cost

The Parties expressly agree that the cost of Upgradation of the Project, as on the Bid Date, which is due and payable by the Authority to the Concessionaire, shall be deemed to be Rs.....(Rupees) (the **"Bid Project Cost"**). The Parties further agree that the Bid Project Cost specified hereinabove for payment to the Concessionaire shall be inclusive of the cost of Upgradation, interest during Upgradation, resurfacing, working capital, physical contingencies and all other costs, expenses and charges for and in respect of Upgradation, operation and maintenance of the Project, save and except any additional costs arising on account of variation in Change of Scope, Change in Law, Force Majeure or breach of this Agreement, which costs shall be due and payable to the Concessionaire in accordance with the provisions of the Agreement. The Bid Project Cost shall be inclusive of GST. For the avoidance of doubt, the Bid Project Cost specified herein represents the amount due and payable by the Authority to the Concessionaire and may be less than, equal to, or more than the Estimated Project Cost.

23.2 The Bid Project Cost shall be a combined quote for the entire Project and for payment purposes has been divided as stipulated in Schedule – Q.

23.3 Deleted

23.4 Payment during Upgradation Period

The Payment shall be made to the Concessionaire upon certification by PMU as per the payment schedule defined in Schedule – Q. The payment shall be disbursed by the Authority within 15 (fifteen) days of such certification by the PMU.

23.5 Deleted

23.6 Payment during Operation Period

23.6.1 Upon receiving a report from the PMU certifying the monthly maintenance standards, w.r.t the respective Phases, the Authority shall disburse, the payments, as specified in Schedule-Q.

The Parties acknowledge and agree that the Authority has paid a portion of the Completion Cost as payments during Upgradation Period pursuant to Clause 23.4 of this Agreement. The balance Completion Cost remaining shall be due and payable during the Operation Period in accordance with the provisions of Clause 23.6.2.

23.6.2 The Completion Cost remaining to be paid in pursuance of the provisions of Clause 23.6.1 shall be due and payable, as per Schedule – Q over a period of remaining Concession Period commencing from COD, (the **"Annuity Payments"**). The 1st (first) installment of Annuity Payments shall be due and payable within 15 (fifteen) days of the anniversary of COD, as per the provisions mentioned in Schedule – Q ("the **Annuity Payment Date**"). For the avoidance of doubt, the last Annuity Payment Date would be

adjusted to in such a way that it falls at the end of the Operations Period. Further, the Payment A, Payment B, Payment C and Payment D (as per Schedule – Q) shall be considered for Annuity Payments.

23.6.3 Deleted

23.6.4 Deleted

23.7 O&M Payments

23.7.1 The Parties acknowledge and agree that all O&M Expenses shall be borne by the Concessionaire and in lieu thereof, for the performance of its Maintenance obligations, a financial support, as laid down in Schedule-Q, shall be due and payable by the Authority.

The Parties further acknowledge and agree that any O&M Expenses in excess of the O&M Payments shall be borne solely by the Concessionaire save and except as expressly
provided in this Agreement. For avoidance of doubt it is clarified that the O&M Payments will be subject to any Change in Scope of the Project of the Concessionaire under Article 16 of this Agreement.

23.7.2 Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes. It is further agreed that the Bid Project Cost hereunder shall be reckoned with reference to the amount specified in Clause 23.1, which shall be adjusted to the extent of Change of Scope and Reduction in Scope.

23.7.3 Deleted

23.8 Mobilization Advance

The Authority shall, on request of the Concessionaire, make an advance payment in line with the provisions of Schedule – Q for respective Payments in respective years except for Payment E (the "**Mobilization Advance**"). The Concessionaire may request the Authority for the advance payment at any time after the Appointed Date, along with furnishing a Bank Guarantee (including e-bank guarantee) in a form satisfactory to the Authority. The Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of the request in this behalf from the Concessionaire. The rate of interest on the Mobilization Advance shall be equal to the SBI MCLR plus 1.25%, compounded annually. The Mobilization Advance shall be deducted by the Authority from respective Payments to be made by the Authority including interest thereon.

As the advance get recovered from the running bills/ stage payments, the Bank Guarantee (including e-bank guarantee) for the amount equivalent to the amount of advance recovered may be released on the request of the Concessionaire.

The Concessionaire would be at liberty to either submit a substitute Bank Guarantee (including e-bank guarantee) for the residual amount or multiple Bank Guarantee (including e-bank guarantee) for such residual amount in replacement of the existing Bank Guarantee (including e-bank guarantee).

23.9 Deleted

ARTICLE 24

Deleted

ARTICLE 25

ESCROW ACCOUNT

25.1 Escrow Account

25.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the **"Escrow Bank"**) in accordance with this Agreement read with the Escrow Agreement.

25.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the **"Escrow Agreement"**) to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-O.

25.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) All funds constituting the Financial Package;

(b) All revenues from or in respect of the Project, including the proceeds of any deposits, capital receipts or insurance claims; and

(c) All payments by the Authority, after deduction of any outstanding payments.

25.3 Withdrawals during Concession Period

25.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

(c) All payments relating to Upgradation of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(f) Any amounts due and payable to the Authority (other than under Clause 9.5);

(g) Monthly proportionate provision of Debt Service due in an Accounting Year;

(h) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

(i) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(j) Any reserve requirements set forth in the Financing Agreements; and

(k) Balance, if any, in accordance with the instructions of the Concessionaire.

25.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 25.3.1, except with the prior written approval of the Authority.

25.4 Withdrawals upon Termination

25.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

(c) Percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement;

(d) Outstanding payments due to the Authority;

(e) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

(f) Retention and payments relating to the liability for defects and deficiencies set forth in Article 33;

(g) Outstanding Debt Service including the balance of Debt Due;

(h) Outstanding Subordinated Debt;

(i) Incurred or accrued O&M Expenses;

(j) Any other payments required to be made under this Agreement; and

(k) Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (k) of this Clause 25.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 32.

25.4.2 The provisions of this Article 25 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 25.4.1 have been discharged.

ARTICLE 26

INSURANCE

26.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Upgradation Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Upgradation Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

26.2 Insurance Cover

Without prejudice to the provisions contained in Clause 26.1, the Concessionaire shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) Comprehensive third party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;

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

(d) Liability to third parties for goods or property damage;

(e) Workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

26.3 Notices to the Authority

No later than 45 (forty five) days prior to commencement of the Upgradation Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 26. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

26.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 26 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15

(fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Concessionaire to the Authority.

26.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premier and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

26.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 26 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

26.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

26.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 25.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

26.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.

ARTICLE 27

ACCOUNTS AND AUDIT

27.1 Audited accounts

27.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (one hundred and eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

27.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

27.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarized information on revenues derived from the Project, and such other information as the Authority may reasonably require.

27.2 Appointment of auditors

27.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the **"Panel of Chartered Accountants"**), such list to be prepared substantially in accordance with the criteria set forth in Schedule-P. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

27.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

27.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the **"Additional Auditors"**) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

27.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of any periodic information in pursuance of the provisions of this Agreement, save and except where such certification is expressly provided.

27.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 27.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

27.5 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

Part V

Force Majeure and Termination

ARTICLE 28

FORCE MAJEURE

28.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

28.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 28.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) Any event or circumstances of a nature analogous to any of the foregoing.

28.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent

person and which causes the Upgradation or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) Deleted

(e) failure of the Authority to permit the Concessionaire to continue its Upgradation Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) Any Indirect Political Event that causes a Non-Political Event; or

(h) Any event or circumstances of a nature analogous to any of the foregoing.

28.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 35 and its effect, in financial terms, exceeds the sum specified in Clause 35.1;

(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) Any event or circumstance of a nature analogous to any of the foregoing.

28.5 Duty to report Force Majeure Event

28.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 28 with evidence in support thereof;

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

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; an

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

28.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

28.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 28.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

28.6 Effect of Force Majeure Event on the Concession

28.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent and in Clause 22.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

28.6.2 at any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before COD, the Upgradation Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) After COD, the Concessionaire shall be entitled to receive Annuity Payments plus interest due and payable under this Agreement.

Provided any payment to be made under this clause shall be subject to deduction of outstanding dues of the Authority, if any.

28.7 Allocation of costs arising out of Force Majeure

28.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

28.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on Debt Due, O&M Expenses, any increase in the cost of Upgradation Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include any costs which are expressly covered under any provision of this Agreement or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

28.7.3 Save and except as expressly provided in this Article 28, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

28.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five)days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 28, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) day's time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

28.9 Termination Payment for Force Majeure Event

28.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover;

In case Termination occurs on or after COD, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety percent) of Annuity Payments (for the Phases or Payments for which COD has been declared and Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date.

28.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

(i) In case termination occurs prior to COD:

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

(b) 110% (one hundred and ten per cent) of the Adjusted Equity;

(ii) In case Termination occurs on or after COD, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety percent) of Annuity Payments (for the Phases or Payments for which COD has been declared and Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date.

28.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 31.3.3 as if it were an Authority Default.

28.10 Dispute resolution

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

28.11 Excuse from performance of obligations

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

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

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

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

28.12 Deleted

COMPENSATION FOR BREACH OF AGREEMENT

29.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 29.4, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

29.2 Compensation for default by the Authority

Subject to the provisions of Clause 29.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Annuity Payments, debt repayment obligations or other consequential losses, loss of profit, EPC Contractors claims, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

29.3 Deleted

29.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

ARTICLE 30

SUSPENSION OF CONCESSIONAIRE'S RIGHTS

30.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

30.2 Authority to act on behalf of Concessionaire

30.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause25.3.

30.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 30.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Project and its design, engineering, Upgradation, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

30.3 Revocation of Suspension

30.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

30.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the

Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

30.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 30.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

30.5 Termination

30.5.1 At any time during the period of Suspension under this Article 30, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 30.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 31 as if it is a Concessionaire Default under Clause 31.1.

30.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 30.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

ARTICLE 31

TERMINATION

31.1 Termination for Concessionaire Default

31.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 120 (one hundred and twenty) days;

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-M and continues to be in default for 120 (one hundred and twenty) days;

(d) The Concessionaire abandons or manifests intention to abandon the Upgradation or operation of the Project without the prior written consent of the Authority;

(e) COD does not occur within the period specified in Clause 12.3.3;

(f) Deleted

(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

(k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(l) the Concessionaire creates any Encumbrance in breach of this Agreement;

(m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

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

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

(iii) Each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(v) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;

(w) the Concessionaire issues a Termination Notice in violation of this Agreement;

(x) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

31.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 31.1.3.

31.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.1.2 to inform the Lenders'

Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire.

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

31.2 Termination for Authority Default

31.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the **"Authority Default"**) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

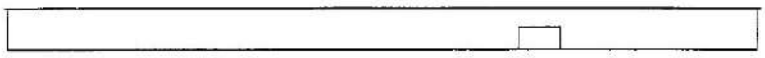
(b) The Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;

(c) The Authority fails to provide, within a period of 180 (one hundred and eighty days) from the Appointed Date, statutory clearances required for Upgradation of the Project; or

(d) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

31.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

31.3 Termination Payment



31.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 65% (sixty five per cent) of the sum of Annuity Payments (for the Phases or Payments for which COD has been declared and Completion Certificate has been issued by the Authority) remaining unpaid for and in respect of the Concession Period.

31.3.2 Notwithstanding to the provisions of Clause 31.3.1 upon Termination on account of Concessionaire Default during the Upgradation Period, the Termination Payment shall be 90% (ninety per cent) of the Debt Due less Insurance Cover;

31.3.3 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(i) In case the termination occurs prior to COD

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

(b) 150% (one hundred and fifty per cent) of the Adjusted Equity;

(ii) In case the termination occurs on or after COD, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to sum of Annuity Payments remaining unpaid for and in respect of the Concession Period.

31.3.4 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the daily average Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

31.3.5 The Concessionaire expressly agrees that Termination Payment under this Article 31 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

31.4 Certain limitations on Termination Payment

31.4.1 During the Upgradation Period, Termination Payment due and payable under this Agreement shall be computed with reference to the Debt Due in accordance with the provisions of this Agreement. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 85% (eighty five per cent) of the Total Project Cost.

31.4.2 The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. Provided further that all borrowings in foreign currency shall be restricted to the financing of Total Project Cost and any

borrowings in excess thereof shall not qualify for computation of Termination Payment. It is clarified that the rate of conversion of such foreign currency shall be calculated on the date on which the Agreement is terminated.

31.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) Be deemed to have taken possession and control of the Project forthwith;

(b) Take possession and control of all materials, stores, implements, Upgradation plants and equipment on or about the Site;

(c) Be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) Require the Concessionaire to comply with the Divestment Requirements set forth in Clause 32.1; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being -due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

31.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 31.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 32

DIVESTMENT OF RIGHTS AND INTEREST

32.1 Divestment Requirements

32.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) Notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure all Project Assets, including the road, junctions, structures and equipment, of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements; provided that in the event of Termination during the Upgradation Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, Upgradation, operation and maintenance, including all programmers and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, Upgradation, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;

(e) Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

32.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their

obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

32.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the PMU shall verify, after giving due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 33 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 32.

32.3 Cooperation and assistance on transfer of Project

32.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

32.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

32.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 32.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

32.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-P (the **"Vesting Certificate"**), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

32.5 Divestment costs etc.

32.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Assets in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such Divestment shall be borne by the Authority.

32.5.2 In the event of any Dispute relating to matters covered by and under this Article 32, the Dispute Resolution Procedure shall apply.

ARTICLE 33

DEFECTS LIABILITY AFTER TERMINATION

33.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the PMU in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 33.2 or from the Performance Guarantee provided thereunder. For the avoidance of doubt, the provisions of this Article 33 shall not apply if Termination occurs prior to COD.

33.2 Retention in Escrow Account

33.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 33.2.3, a sum equal to 15% (fifteen per cent) of the Annuity Payment due and payable immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 33.1.

33.2.2 Without prejudice to the provisions of Clause 33.2.1, the PMU shall carry out an inspection of the Project at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project is such that a sum larger than the amount stipulated in Clause 33.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the PMU shall be retained in the Escrow Account for the period specified by it.

33.2.3 The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority a guarantee in the form of an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India), Account Payee Demand Draft, Fixed Deposit Receipt, ~~Banker's Cheque~~ or Bank Guarantee (including e-bank guarantee) from a Bank for a sum equivalent to the amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the **"Performance Guarantee"**), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed

Part VI

Other Provisions

ARTICLE 34 ASSIGNMENT AND CHARGES

34.1 Restrictions on assignment and charges

34.1.1 Subject to Clauses 34.2 and 34.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.1.2 Subject to the provisions of Clause 34.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.2 Permitted assignment and charges

The restraints set forth in Clause 34.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;

(c) assignment of rights, interest and obligations of the Concessionaire to or in favor of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

(d) Liens or encumbrances required by any Applicable Law.

34.3 Substitution Agreement

34.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the **"Substitution Agreement"**) to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-R.

34.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

34.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 35

CHANGE IN LAW

35.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.3 Protection of NPV

Pursuant to the provisions of Clauses 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

35.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

35.5 Deleted

ARTICLE 36 LIABILITY AND INDEMNITY

36.1 General Indemnity

36.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the **"Authority Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

36.1.2 The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage', cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement, and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

36.2 Indemnity by the Concessionaire

36.2.1 Without limiting the generality of Clause 36.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) Payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) Non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

36.2.2 Without limiting the generality of the provisions of this Article 36, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any

domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

36.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 36 (the **"Indemnified Party"**) it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

36.4 Defense of claims

36.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 36, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

36.4.2 If the Indemnifying Party has exercised its rights under Clause 36.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding

without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

36.4.3 If the Indemnifying Party exercises its rights under Clause 36.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) The employment of counsel by such party has been authorized in writing by the Indemnifying Party;

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

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

(d) The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

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

(ii) That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 36.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

36.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 36, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

36.6 Survival on Termination

The provisions of this Article 36 shall survive Termination.

RIGHTS AND TITLE OVER THE SITE

37.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as a licensee subject to and in accordance with this Agreement, and to this end; it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

37.2 Access rights of the Authority and others

37.2.1 The Concessionaire shall allow free access to the Site at all times for the authorized representatives and vehicles of the Authority and/or its contractors, Senior Lenders, and the PMU, and for the persons and vehicles duly authorized by any Government Instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

37.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorized persons and vehicles of the controlling body of such utility or road.

37.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of license comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Concessionaire to pay such stamp duties, which shall be reimbursed by the Authority to the Concessionaire within 15 (fifteen) days of receiving the demand thereof.

37.4 Restriction on sub-letting

The Concessionaire shall not sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project.

ARTICLE 38

DISPUTE RESOLUTION

38.1 Dispute Resolution

38.1.1. In the event of 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") either Party may call upon the PMU, to mediate and assist the Parties in arriving at an amicable settlement thereof.

38.1.2 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.

38.2 Conciliation

If either the Authority or the Concessionaire is unable to resolve the dispute, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 38.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 38.3.

38.3 Arbitration

38.3.1 Any Dispute which is not resolved amicably by conciliation as provided in Clause 38.2 shall be finally settled by arbitration as set forth below:

i) The Dispute shall be finally referred and shall be as per the detailed procedure for conducting Arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.

ii) The appointment of Arbitrators and fees and expenses of Arbitral Tribunal shall also be governed by the provisions of Arbitration Act, as amended from time to time.

iii) The Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.

iv) The venue of Arbitration shall be Chandigarh/ Mohali and the language for all documents and communications between the parties shall be English.

v) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.

38.3.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any

arbitration held pursuant to this Article 38 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

38.3.3 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

38.3.4 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. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

38.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 38.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

DISCLOSURE

39.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Program, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the **"Specified Documents"**), free of charge, during normal business hours on all working days at the Site and the Concessionaire's Registered Office. The Concessionaire shall prominently display at the Site, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

39.2 Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

39.3 Notwithstanding the provisions of Clauses 39.1 and 39.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 39.1 and 39.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

REDRESSAL OF PUBLIC GRIEVANCES

40.1 Complaints Register

40.1.1 The Concessionaire shall maintain a public relations office at the Site where it shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each the Site so as to bring it to the attention of all Users.

40.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

40.1.3 Without prejudice to the provisions of Clauses 40.1.1 and 40.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

40.2 Redressal of complaints

40.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressed of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

40.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the PMU a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, the Authority may advise the Complainant to seek appropriate remedy under the Consumer Protection Act, 1986, at his own risk and cost.

ARTICLE 41

MISCELLANEOUS

41.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

41.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

41.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under Applicable Laws.

41.4 Delayed payments

41.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 4% (four per cent) above the daily average Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

41.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

41.5 Waiver

41.5.1 Waiver, including partial or conditional 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:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

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

41.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement

(a) no review, comment or approval by the Authority or the PMU of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the Upgradation, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

41.7 Exclusion of implied warranties etc.

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

41.8 Survival

41.8.1 Termination shall:

(a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, 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.

41.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

41.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

41.10 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 enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

41.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

41.12 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement including any Concessionaire's Contractor.

41.13 Successors and assigns

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

41.14 Notices

Unless the law requires to follow the specified mode of communication only as prescribed therein, any notice or other communication to be given by one contracting Party to the other Party under or in connection with the matters contemplated by this Agreement shall be under the hand of the authorized representative and shall:

(a) in the case of the Concessionaire and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority.

{Attention:

Designation:

Address:

Fax No:

Email :}

(b) in the case of the Authority and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire;

{Attention:

Designation:

Address:

Fax No:

Email :}; and

(c) any notice or communication by one contracting Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when given through or made by the Authority.

41.15 Language

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

41.16 Counterparts

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

ARTICLE 42

DEFINITIONS

42.1 Definitions

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Performance Security**" shall have the meaning as set forth in Clause 9.7;

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

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

"Affected Party" shall have the meaning as set forth in Clause 28.1;

"Agreement" or "Concession Agreement" means this Agreement, its Recitals, and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Annuity Payments**" shall have the meaning as set forth in Clause 23.6.2;

"**Annuity Payment Date**" shall have the meaning as set forth in Clause 23.6.2;

"Appendix" shall have the meaning as set forth in Clause 10.3.1;

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

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Upgradation, operation and maintenance of the Project during the subsistence of this Agreement;

"Appointed Date" means the date on which Financial Close is achieved and every Condition Precedent is satisfied, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"Associate" or "Affiliate" means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and Policies of such person, whether by operation of law or by contract or otherwise);

"**Authority**" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

"**Authority Default**" shall have the meaning as set forth in Clause 31.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 36.1.1;

"**Authority Representative**" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

"**Bank**" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposals in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"**Bid Project Cost**" shall have the meaning as set forth in Clause 23.1;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"**COD**" or "**Commercial Operation Date**" shall have the meaning as set forth in Clause 15.1.1;

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

(a) The enactment of any new Indian law;

(b) The repeal, modification or re-enactment of any existing Indian law;

(c) The commencement of any Indian law which has not entered into effect until the Bid Date;

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

(e) Any change in the rates of any of the Taxes that have a direct effect on the Project;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the selected bidder, together with its Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof during 2 (two) years from the date of this Agreement and (ii) 26% (twenty six percent) thereof on completion of 2 (two) years from the date of this Agreement till the subsistence of the Concession Agreement and 6 (six) months thereafter; provided that any material variation (as

compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be,) in the proportion of the equity holding of the selected bidder to the total Equity, if it occurs prior to completion of a period of six months after COD, shall constitute Change in Ownership;

"Change of Scope" shall have the meaning as set forth in Clause 16.1.1;

"Company" means the company acting as the Concessionaire under this Agreement;

"Completion Certificate" shall have the meaning as set forth in Clause 14.2;

"Completion Cost" shall have the meaning as set forth in Clause 23.6.1

"Concession" shall have the meaning as set forth in Clause 3.1.1;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

"Concession Period" means the period starting on and from Appointed Date and ending on the Transfer Date. For avoidance of doubt it is clarified that the Concession Period shall include the Upgradation Period;

"Concessionaire Default" shall have the meaning as set forth in Clause 31.1.1;

"Conditions Precedent" shall have the meaning as set forth in Clause 4.1.1;

"Upgradation Period" means the period beginning from the Appointed Date/ Handing Over Date of roads and associated junctions of any of the Phase, as the case may be and ending on the respective CODs;

"Upgradation Works" means all works and things necessary to complete the Project in accordance with this Agreement;

"Contractor" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract or any other material agreement or contract for Upgradation, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

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

(a) Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) Not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) Not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the PMU hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the PMU to accord their approval;

"Damages" shall have the meaning as set forth in Sub-clause (w) of Clause 1.2.1;

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

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

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders for and in respect of Debt Due under the Financing Agreements;

"Dispute" shall have the meaning as set forth in Clause 38.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes as set forth in Article 38;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 32.1;

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Drawings" means all of the drawings, calculations, typical sections and documents pertaining to the Project as set forth in Schedule-H, and shall include 'as built' drawings of the Project;

"EPC Contract" means the engineering, procurement and Upgradation contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and Upgradation of the Project in accordance with the provisions of this Agreement;

"EPC Contractor" means the person with whom the Concessionaire has entered into an EPC Contract;

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

~~**"Escrow Account"** means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;~~

~~**"Escrow Agreement"** shall have the meaning as set forth in Clause 25.1.2;~~

~~**"Escrow Bank"** shall have the meaning as set forth in Clause 25.1.1;~~

~~**"Escrow Default"** shall have the meaning as set forth in Schedule-O;~~

"**Estimated Project Cost**" shall be the cost estimated by the Authority for development of the Project and provided in the Request for Proposal Volume –I – Instructions to Bidders.

"**Financial Close**" means the fulfillment of all conditions precedent to the initial availability of funds under the Financing Agreements which shall be communicated by the Lender's Representative to the Authority in writing. Such communication from Lender's Representative shall be treated as date on which the Financial Close is achieved;

"Financial Default" shall have the meaning as set forth in Schedule-R;

"Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"Financial Package" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements and Subordinated Debt, if any;

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or

modifications made in accordance with Clause 5.2.3;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 28.1;

"GOI" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient use of the Project;

"Government" means the Government of the India;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 36;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 36;

"PMU" shall have the meaning as set forth in Clause 21.1;

"Indirect Political Event" shall have the meaning as set forth in Clause 28.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 26, and includes all insurances required to be taken out by the Concessionaire under Clause 26.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"LOA" or "Letter of Award" means the letter of award referred to in Recital(D);

"Lead Member" shall have the meaning set forth in Recital (D);

"Lenders' Representative" means the person duly authorized by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in

relation to this Agreement, and includes his successors, assigns and substitutes;

"Licensed Premises" shall have the meaning as set forth in Clause 10.2.2;

"Maintenance Manual" shall have the meaning as set forth in Clause 17.3.1;

"Maintenance Program" shall have the meaning as set forth in Clause 17.4.1;

"Maintenance Requirements" shall have the meaning as set forth in Clause 17.2;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Nominated Company" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"Non-Political Event" shall have the meaning as set forth in Clause 28.2;

"O&M" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, and provision of services and facilities, in accordance with the provisions of this Agreement. It is to be noted here that the operations and maintenance of each of the Phase covered under the Project shall start from different dates;

"O&M Contract" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

"O&M Contractor" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire;

"O&M Expenses" means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premier for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs,
(f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"O&M Inspection Report" shall have the meaning as set forth in Clause 19.2;

"O&M Payments" shall have the meaning as set forth in Clause 23.7.1;

"Operation Period" means the operation and maintenance period commencing from COD of each Phase under the Project and ending on the Transfer Date. The roads and associated junctions under each of the Phase shall be handed over as per the timelines mentioned in Schedule – B and pursuant to the completion of the upgradation/ Upgradation works of each of the Phase, the date for operations shall be determined;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"Phase – I" shall have the meaning as set forth in Schedule – B. The Handing Over of the Roads, Carriageways and Junctions covered under Phase – I shall be done on the Appointed Date. The roads and associated junctions under Phase – I has been bifurcated into 2 (two) packages i.e. package – I & II and accordingly, the upgradation, beautification, resurfacing, operation and maintenance shall be carried out as per the timelines specifically mentioned in Schedule - M;

"Phase – II" shall have the meaning as set forth in Schedule – B. The Handing Over of Roads and associated junctions (less carriageways) of which only the beautification is required shall be done alongwith the roads and junctions covered under Phase –I. However, the handing over of the remaining roads, carriageways and associated junctions of Phase – II shall be done on the completion of 2nd anniversary of the Appointed Date and accordingly, the upgradation, beautification, resurfacing, operations and maintenance shall be carried out as per the timelines stipulated in Schedule- M.

"Phase – III" shall have the meaning as set forth in Schedule – B. The Handing Over of roads and associated junctions of Phase – III shall be on the Appointed Date and accordingly, the beautification, resurfacing, operation and maintenance shall be carried out as per the timelines stipulated in Schedule – M.

"**Payment Milestone**" shall have the meaning as set forth in Clause 23.4;

"**Performance Guarantee**" shall have the meaning as set forth in Clause 33.2.3;

"**Performance Security**" shall have the meaning as set forth in Clause 9.1.1;

"**Physical Progress**" shall mean the physical Upgradation of the Project completed by the Concessionaire and shall be measured as per the assessment done by the PMU in accordance with Clause 23.4 of this Agreement.

"**Political Event**" shall have the meaning as set forth in Clause 28.4;

"**Project**" means the Upgradation, operation and maintenance of the Roads and associated Junctions as covered separately under Phase I, II and III in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project comprising the **"Upgradation, Resurfacing and Beautification of Roads and Junctions in Mohali under the Mohali Next Gen Roads Program Hybrid Annuity Mode in the State of Punjab** and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out
of or incidental to the Project, but does not include the Escrow Agreement and Substitution Agreement;

"Project Assets" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of license, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, culverts, drainage works, traffic signals, sign boards, kilometer-stones, electrical systems, communication systems etc; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the

Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorizations relating to or in respect of the Project;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-M for completion of the Project on or before the Scheduled Completion Date;

"Project Facilities" means all the amenities and facilities situated on the Site, as described in Schedule-B;

"Project Milestones" means the project milestones as set forth in Schedule-G;

"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"Re.", "Rs ." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;

"Reference Exchange Rate" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"Reference Index Date" means, in respect of the specified date or month, as the case may be, that last day of the preceding month with reference to which the Price Index or any constituent thereof is revised and in the event such revision has not been notified, the last such Price Index or any constituent thereof shall be adopted provisionally and used until the Price Index or such constituent thereof is revised and notified;

"Request for Proposals" or "RFP" shall have the meaning as set forth in Recital (B);

"Right of Way" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for Upgradation, operation and maintenance of the Project in accordance with this Agreement;

"Safety Consultant" shall have the meaning as set forth in Clause 18.1.2;

"Safety Requirements" shall have the meaning as set forth in Clause 18.1.1;

"Scheduled Completion Date" shall have the meaning as set forth in Clause 12.3.1;

"Scope of the Project" shall have the meaning as set forth in Clause 2.1;

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

"Site" shall have the meaning as set forth in Clause 10.1;

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

quality, quantity, capacity and other requirements for the Project, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by, the Authority;

"State" means the **State of Punjab** and **"State Government"** means the government of that State;

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with Clause 27.2.1;

"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6 (six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date;

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

"Substitution Agreement" shall have the meaning as set forth in Clause 34.3.1;

"Suspension" shall have the meaning as set forth in Clause 30.1;

"Taxes" means any Indian taxes including GST, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" means the expiry or termination of this Agreement and the Concession hereunder;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"Termination Payment" means the amount payable by the Authority to the Concessionaire, under and in accordance with the provisions of this Agreement, upon Termination;

"Tests" means the tests set forth in Schedule-I to determine the completion of the Project in accordance with the provisions of this Agreement;

"Total Project Cost" means combined Bid Project Cost which shall be subdivided as follows:

1. Payment A - Payment sought towards carriageway upgradation and beautification of roads handed over as part of Phase I + beautification of roads handed over as part of Phase II and Phase III
2. Payment B - Payment sought towards carriageway upgradation of roads handed over as part of Phase II (as per 2026 rates)
3. Payment C - Payment sought towards resurfacing of roads (handed over as part of Phase I) in the year 2031 (as per 2026 rates)
4. Payment D - Payment sought towards resurfacing of roads (handed over as part of Phase II) in the year 2033 (as per 2026 rates)

provided that in the event WPI increases, on an average, by more than 3% (three per cent) per annum for the period between the Bid Date and COD, the amount hereinbefore specified shall be increased such that the effect of increase in WPI, in excess of such 3% (three per cent), is reflected in the Total Project Cost;

provided further that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Debt Due, as the case may be, in accordance with the provisions of this Agreement;

Provided also that the Total Project Cost shall not exceed 60% of the actual capital expenditure on the Project and capitalized in the books of accounts of the Concessionaire as certified by the Statutory Auditor;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"User" means a person who uses or intends to use the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

"Vesting Certificate" shall have the meaning as set forth in Clause 32.4; and

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:	SIGNED, SEALED AND DELIVERED For and on behalf of THE CONCESSIONAIRE by:

(Signature) (Designation) (Name) (Address) (Fax No.) (e-mail)	(Signature) (Designation) (Name) (Address) (Fax No.) (e-mail) THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the [] day of [[20[] hereunto affixed in the presence of[] Director, who has signed these Presents in token thereofand, Company Secretary/Authorized Officer who has countersigned the same in token thereof:

In the presence of:

1. 2.