



REQUEST FOR PROPOSAL

FOR

**SELECTION OF A SERVICE PROVIDER FOR OPERATION, MAINTENANCE,
MANAGEMENT AND TRANSFER OF VISITORS FACILITIES WITHIN
MARKANDEYA TEMPLE PRECINCT, DISTRICT BILASPUR IN HIMACHAL
PRADESH ON PPP MODE**



ISSUED BY:

**The General Manager,
Himachal Pradesh Infrastructure Development Board,
New Himrus Building, Himland, Circular Road, Shimla - 171001**

September 2022





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Selection Of A Service Provider For Operation Maintenance And Management Of Visitors Facilities Within Markandeya Temple Precinct, District Bilaspur In Himachal Pradesh On PPP Mode



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CONTENTS OF RFP DOCUMENTS

S. No.	Parts of RFP
1	VOLUME I (INFORMATION TO BIDDERS)
2	VOLUME II (DRAFT CONCESSION AGREEMENT)
3	VOLUME III (SCHEDULES)

CONTENTS OF VOLUME– I

- I. This Volume-I of the RFP document comprises of the Disclaimer set forth herein below, the contents as specified hereinafter, and will additionally include Addenda issued by **The General Manager, Himachal Pradesh Infrastructure Development Board**, if any:

Information to Bidders	
SECTION 1	INTRODUCTION
SECTION 2	INSTRUCTION TO BIDDERS
SECTION 3	EVALUATION OF BIDS
SECTION 4	FRAUD AND CORRUPT PRACTICES
SECTION 5	PRE-BID CONFERENCE
SECTION 6	MISCELLANEOUS

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Letter comprising the Financial Bid
- IV. Bank Guarantee for Bid Security

Annexures

Annexure-A: Description of the Visitors Facilities within the Markandeya Temple

Annexure-B: Photographs of the Visitors Facilities

- II. The Draft Concession Agreement provided in Volume– II; and
- III. Schedules to Draft Concession Agreement provided in Volume – III, provided as part of the Bid Documents shall be deemed to be part of this RFP.

**Himachal Pradesh Infrastructure Development Board, Himachal Pradesh****NOTICE INVITING REQUEST FOR PROPOSAL****Dated: 08.09.2022**

The General Manager, Himachal Pradesh Infrastructure Development Board, Himachal Pradesh (the “**HPIDB**”) on behalf of the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur (the “**Authority**”), invites interested entities to participate in the bidding process for the **Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode**. The summary of various activities with regard to this invitation of bids is listed in the activity table below:

S. No.	Items	Description
1.	Name of the Project	Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode.
2.	Mode of submission of bids	Hard copy submission (Technical Bid shall be scanned and submitted in CD-ROM or sealed pen drive).
3.	Cost of Bid Document	Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only). This cost is inclusive of GST.
4.	Bid Security Amount	Rs.2,00,000 (Rupees Two Lakh only)
5.	Bid Document on portal, i.e., Start Date & Time	Start Date: 08.09.2022 from 10.00 am on the portal: http://himachalservices.nic.in/hpidb/ or physically collected from the office of the General Manager, HPIDB, Himachal Pradesh.
6.	Last Date for sending Pre-Bid/ RFP Queries	24.09.2022 up to 03:00 P.M. IST by email on hpidb-hp@nic.in or by post to the General Manager, HPIDB at the address of HPIDB mentioned in this RFP.
7.	Date of Pre-Bid Conference	26.09.2022 at 11:00 A.M. IST at HPIDB office.
8.	Date for response to Pre-Bid queries	01.10.2022 on the portal: http://himachalservices.nic.in/hpidb/
9.	Last date for Bid submission (Bid Due Date)	22.10.2022 till 04:00 P.M. IST.



10.	Date & Time for opening of Technical Bid	22.10.2022 at 4:30 P.M IST in the office of HPIDB, Shimla, Himachal Pradesh.
11.	Date & Time for opening of Financial Bid	To be notified subsequently to technically shortlisted Bidders.

1. Bidding Document can be seen on and downloaded from the portal: <http://himachalservices.nic.in/hpidb/> or purchased physically from the office of the General Manager, HPIDB, Himachal Pradesh (H.P.), by the interested parties.
2. Where the Bidding Document is downloaded from the aforesaid portals, then the Bidding Document Fee has to be submitted at the time of submission of Bid through Demand Draft of **Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only)** inclusive of GST in favour of the “**Himachal Pradesh Infrastructure Development Board**” payable at Shimla. If purchased directly from the office of HPIDB, then payment shall be made by way of Demand Draft at the time of purchase and receipt thereof enclosed in the Bid.
3. The Bidding Process can be postponed or cancelled at any time by the HPIDB and no claim shall be entertained on this account.
4. For further details and bidding schedule, visit the portal <http://himachalservices.nic.in/hpidb/>
5. HPIDB shall in no event accept any conditional Bid from the Bidders.

**General Manager,
Himachal Pradesh Infrastructure Development Board**



DISCLAIMER

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder(s) (the “**Addenda**”), whether verbally or in documentary form or any other form by or on behalf of the HPIDB and/or the Authority 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 an invitation by the HPIDB and/or the Authority, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in making their technical and financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the HPIDB and 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 the persons, and it is not possible for the HPIDB and 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 this RFP, 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The HPIDB and the Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The HPIDB and the Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid stage.

The HPIDB and 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 HPIDB and 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 HPIDB is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the HPIDB 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 HPIDB and/or 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 HPIDB and/or 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.

ASSISTANCE TO THE BIDDER

Any queries relating to the RFP document and the terms and conditions therein should be addressed to the General Manager, HPIDB at the email hpdb-hp@nic.in



VOLUME I – INFORMATION TO BIDDERS

HPIDB Website-08-09-2022



1. INTRODUCTION

1.1. BACKGROUND

- 1.1.1. The Markandeya Rishi Temple (the “**Temple**”) is named after the famous sage Maharshi Markandeya, an ardent devotee of Lord Shiva. It is situated 20 km from Bilaspur in a picturesque valley of Himachal Pradesh on the Ghagus-Brahmpukhar road. A spring of water flows in the Temple prescient, which is considered holy with medicinal properties, and there is a belief that the pilgrimage of Char Dham yatra is complete only when one takes a dip in the holy spring at the Temple.
- 1.1.2. The Temple has a good footfall of devotees during the festival of Baisakhi, Purnamasi, Sankranti, Shivratri and Amavasya. The Temple serves as the venue of a religious fair that is organized every year on the occasion of Baisakhi.
- 1.1.3. The Markandeya Temple Trust with a view to provide better boarding & lodging facilities, langar facility, covered car parking etc., recently developed the Visitors Facilities which is within the Temple precinct built on approximately 2-2.5 Bighas of land (the “**Visitors Facilities**”). The details regarding Visitors Facilities is given in Annexure-‘B’ appended to this RFP.
- 1.1.4. The Temple Trust and the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur (the “**Authority**”) is desirous of engaging the services of an operator who shall operate, maintain and manage the Visitors Facilities in an organized, professional and efficient manner while ensuring the provisioning of clean and comfortable boarding & lodging and other facilities to the devotees/ tourists at reasonably priced rates on PPP mode.
- 1.1.5. HPIDB is a statutory Board established under the Himachal Pradesh Infrastructure Development Act, 2001 and is a nodal agency in the State of Himachal Pradesh for facilitating the development of a variety of infrastructure projects on Public Private Partnership (PPP) basis and has been mandated by the State Government for managing the bidding process on behalf of the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur for “**Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode**” (the “**Project**”).
- 1.1.6. A detailed description of the existing Visitors Facilities and photographs within the Temple Precinct are provided in the **Annexure-‘A’** and **Annexure-‘B’** respectively. The Bidders are however, advised to take a site visit before submitting its Bid. For taking the site visit, the Bidders should contact the Manager, HPIDB at +91-98160-89689.
- 1.1.7. The HPIDB seeks bids through the present RFP from interested and eligible entities (the “**Bidder**”) for selection of a private player to whom the Project may be awarded through an open competitive bidding process in accordance with the procedure set out herein (the “**Selected Bidder**”) and who shall thereafter undertake the Project in



accordance with the terms of this RFP including the Draft Concession Agreement to be executed with the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur.

1.1.8. As a part of the Bidding Documents, HPIDB has provided a form of the Concession Agreement proposed to be executed between the Selected Bidder (the “**Operator**”) and the Authority (the “**Draft Concession Agreement**” – Vol. II of RFP document). The Draft Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator’s services and obligations (the “**Concession**”). The period for which this Concession is granted is **10 (ten) years** (the “**Concession Period**”) which shall be reckoned from the Compliance Date (as defined in the Draft Concession Agreement). The Concession Period shall be inclusive of the Furnishing Period of **30 (thirty) days** during which the Operator shall be furnishing, refurbishing, equipping and making the Visitors Facilities ready for operations after carrying out the Furnishing Works and procuring of all requisite approvals & licenses, if any required to be obtained to commence operations. The aforesaid Concession Period can be extended further for a period of **5 (five) years** at the sole discretion of the Authority provided the performance of the Operator is good and he/ she/ it is not in default.

1.1.9. The broad scope of work of the Selected Bidder/ Operator includes (and is not limited to) carrying out of Furnishing Works, operation and maintenance of the Visitors Facilities during the entire duration of the Concession Period in accordance with the provisions of the Concession Agreement. The Operator shall upon completion of Concession Period or early termination due to any reason, hand-back the Visitors Facilities in good condition along with all the immovable assets whether belonging to the Authority and/ or the Operator, without any obligation of the Authority to pay or adjust any consideration or other payment to the Operator. However, the Operator shall be entitled to take away only those movable assets that are brought and incorporated into the Visitors Facilities by it at its cost, without damaging the Visitors Facilities or any part thereof. Any fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Visitors Facilities which if tried to be removed or dislocated, can cause damage to any structure present at the Project Site, cannot be removed by the Operator and shall be mandatorily handed over to the Authority free of cost.

For detailed scope of work, terms & conditions, the Bidders are advised to peruse through the Draft Concession Agreement provided with this RFP. For day to day co-ordination and supervision, the Authority shall designate a Nodal Officer.

1.1.10. Prior to handing over of the Visitors Facilities to the Operator, the Authority and the Operator shall jointly inspect the Visitors Facilities and prepare a joint inventory and record of the existing assets, utilities, fittings and fixtures belonging to the Authority which are installed/ present at the Visitors Facilities.

1.1.11. The Operator shall take over the Visitors Facilities from the Authority and start the maintenance activities immediately thereafter. The Operator shall not stock, store, exhibit or sell any items which are repugnant to the public order, morality or decency. The Operator shall not permit or suffer the premises or any part thereof to be used or occupied as a place for auction, gambling or for any unlawful purpose according to the



law of the land or undertake or permit any activity which hurts the religious sanctity of the place.

- 1.1.12. In consideration of the rights, privileges and interest granted by the Authority to the Selected Bidder/ Operator in terms of the Bidding Documents particularly the Draft Concession Agreement, the Operator shall pay to the Authority an annual fee for an amount quoted by the Selected Bidder and accepted by HPIDB (the “**Annual Concession Fee**”) payable every year in advance along with all taxes, levies etc. as may be applicable. The payment of Annual Concession Fee shall commence from the 61st day of the date of signing of the Concession Agreement and thereafter paid on or before the said date each year. The Annual Concession Fee shall escalate at the rate of **5% (five percent)** annually over the previous value of Annual Concession Fee every year.
- 1.1.13. In consideration of the Scope of Services provided by the Operator he shall be liable to demand, collect and appropriate the requisite User Charges from all tourists/pilgrims or Users liable for payment of such charges for using the Visitors Facilities or any part thereof (the “**User Charges**”). User Charges shall include all the charges, tariffs, parking fees, accommodation charges, food charges (other than for langar facility which shall be provided free of cost by the Temple Trust), charges for booking of halls for marriage and other functions, etc. and all sources of revenues or amount of money that are levied, demanded, collected or appropriated by the Operator from the pilgrims/ tourists/ Users for using the Visitors Facilities. The term User Charges shall include the revenue generated from sub-licensing of 5 shops, provided the period of such sublicense shall be co-terminus with the term of the Draft Concession Agreement. The Operator shall be free to determine the rate of User Charges from time to time.
- 1.1.14. The statements and explanations contained in this RFP are intended to provide 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 Operator set forth in the Draft Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or modify this RFP and the Draft Concession Agreement prior to Bid Due Date. 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.
- 1.1.15. HPIDB shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by HPIDB pursuant to this RFP, as modified, altered, amended and clarified from time to time by HPIDB (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 of the RFP for submission of Bid (the “**Bid Due Date**”).

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS



- 1.2.1 HPIDB has adopted single stage two-step open competitive bidding process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The Bidding Process shall be carried out in accordance with procedure set out in this RFP document. All Bidders shall submit their respective Technical Bid and Financial Bid against this RFP document in a single stage. The first step of the process involves qualification of interested Parties on the basis of the Technical Bid submitted by the Bidders in accordance with the provisions of this RFP document, at the end of the first step, the HPIDB shall shortlist pre-qualified Bidders (the “**Qualification Phase**”). In the second step of the process, Financial Bid of only those shortlisted pre-qualified Bidders shall be opened and evaluated for identification of the Selected Bidder (the “**Financial Bid Phase**”).
- 1.2.2 The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date as specified in Clause 1.3. The Bids must be submitted at the office of HPIDB, Shimla in the manner as set out in this RFP document.
- 1.2.3 The Bidding Documents shall include the Draft Concession Agreement and its Schedules for the Project. The aforesaid documents and any addenda/corrigenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 This RFP document has been made available on the website i.e. <http://himachalservices.nic.in/hpidb/> and can also be purchased directly from the office of HPIDB. Bid Document Fee for an amount of **Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred only)** inclusive of GST, shall be paid. If downloaded from the said website then the Demand Draft for the said amount towards Bid Document Fee shall be submitted as a part of the Bid and if purchased directly from the office of HPIDB, then the payment shall be made directly to HPIDB through Demand Draft and receipt in respect thereof issued by HPIDB shall be enclosed in the Bid. The said Demand Draft shall be drawn on a Scheduled Bank in India in favour of “**Himachal Pradesh Infrastructure Development Board**” payable at Shimla, Himachal Pradesh, in a manner, as prescribed in this RFP document.
- 1.2.5 In the Qualification Phase, Bidders would be required to furnish all the information as specified in this RFP and other documents to be provided by HPIDB. Only those Bidders that are pre-qualified and short-listed by HPIDB shall be eligible for the Financial Bid Phase.
- 1.2.6 In the Financial Bid Phase, the financial offer (the “**Financial Bid**”) submitted by the qualified Bidders will be evaluated. The Financial Bid shall be submitted by the Bidder as hard copy (Appendix-III) as per Clause 2.11 and 2.12.
- 1.2.7 A Bidder is required to deposit, along with its Bid, a Bid Security of **Rs.2,00,000/- (Rupees Two Lakhs only)** (the “**Bid Security**”), refundable not later than 180 (One Hundred and Eighty) 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 Draft Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a Demand Draft or a Bank Guarantee acceptable to the HPIDB. If the Bid Security is provided in the form of Bank Guarantee then the same shall be



valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid Security may be extended as may be mutually agreed between the HPIDB and the Bidder from time to time. Where Bid Security is being furnished by way of Demand Draft, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by HPIDB. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The format for the bank guarantee has been given in Appendix-IV.

- 1.2.8 The Annual Concession Fee amount shall constitute the sole criteria for evaluation of Financial Bids. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Annual Concession Fee.
- 1.2.9 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Article 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not Selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, HPIDB, in its discretion & in consultation with the Authority may annul the Bidding Process or invite fresh Bids through re-bidding of the Project, as the case may be.
- 1.2.10 Any queries or request for additional information concerning this RFP or the Project shall be submitted in writing to HPIDB, or by fax on the number: 0177-2627696 and by e-mail on hpiddb-hp@nic.in addressed to the **General Manager, Himachal Pradesh Infrastructure Development Board**. The email subject line and envelopes/communication shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: Selection of a Service Provider for Operation, Maintenance Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode”.

- 1.2.11 The Bidders are advised to visit the Visitors Facilities at the site by themselves before submitting their Bid. For making site visit, they are requested to contact the **Manager, Himachal Pradesh Infrastructure Development Board**. The cost of the visit shall be borne by the Bidders only.

1.3 SCHEDULE OF BIDDING PROCESS

The Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur and/or HPIDB shall endeavor to adhere to the following schedule:

Event Description	Date
Availability of RFP	08.09.2022 from 10:00 am onwards on the portal: http://himachalservices.nic.in/hpidb/ or physically collected from the office of the General Manager, HPIDB, Himachal Pradesh
Last date for receiving queries	24.09.2022 upto 3:00 pm IST by email on hpiddb-hp@nic.in or by post to the General Manager, HPIDB at the address of HPIDB mentioned in this RFP



Pre – Bid meeting/ conference	26.09.2022 at 11:00 am , in the office of HPIDB, Shimla, Himachal Pradesh
Date for response to Pre-Bid queries	01.10.2022 on the portal: http://himachalservices.nic.in/hpidb
Bid Due Date <i>Bids to be submitted physically to:</i> The General Manager, Himachal Pradesh Infrastructure Development Board, New Himrus Building, Himland, Shimla – 171 001	22.10.2022 till 4:00 P.M. IST
Date & Time of opening of Technical Bids	22.10.2022 at 4.30 pm IST in the office of HPIDB, Shimla, Himachal Pradesh
Date & Time of opening of Financial Bids	To be notified subsequently to technically shortlisted Bidders.
Letter of Award (LOA)	To be notified separately.
Validity of Bids	180 (one hundred and eighty) days of Bid Due Date.
Submission of Performance Security	Within 21 (twenty-one) days from the date of issuance of LOA.
Signing of Agreement	Within 30 (thirty) working days of date of LOA.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 SCOPE OF BIDS

2.1.1 HPIDB intends to receive Bids to pre-qualify and short-list suitable Bidders, whose Bids shall be eligible for opening in the Financial Bid Phase and selection of the preferred Bidder/ Selected Bidder pursuant thereto.

2.2 ELIGIBILITY OF BIDDERS

2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- (i) A Bidder may be a natural person, Sole Proprietorship, Partnership firm, LLP under the Limited Liability Partnership Act, 2008 or a Company (Public or Private Ltd.) incorporated under the Companies Act 1956/ 2013.
- (ii) 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. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) The Bidder and any other Bidder have common controlling shareholders/ partners or other ownership interest; provided however, in case of a company duly incorporated under the provisions of the Companies Act, 2013, this disqualification shall not apply in cases



where the direct or indirect shareholding of a Bidder (or any shareholder thereof having a shareholder of more than 10% (ten percent) of the paid up and subscribed share capital of such Bidder in the other Bidder is less than 10% (ten percent) of the subscribed and paid-up equity share capital thereof. In any other form of entity, other than a company, this disqualification shall not apply to in cases when the controlling interest of the Bidder in the other Bidder is less than 10% either in form of partnership or voting rights or in any other form as per the applicable law under which such entity has been formed/ registered or incorporated; or

- (b) constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder has participated as a consultant to HPIDB in the preparation of any documents, design or technical specifications of the Project.
- (iii) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of HPIDB or the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (a) issuance of the LOA or (b) execution of the Draft Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or the Operator, as the case may be, after issuance of the LOA or execution of the Draft Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Draft Concession Agreement and without prejudice to any other right or remedy of HPIDB and/ or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which HPIDB or the Authority may have there under or otherwise, the LOA or the Draft Concession Agreement, as the case may be, shall be liable to be terminated without HPIDB or the Authority being liable in any manner whatsoever to the Selected Bidder or the Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of signing of the Draft Concession Agreement.

2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “**Minimum Eligibility Criteria**”) :

Selection Of A Service Provider For Operation Maintenance And Management Of Visitors Facilities Within Markandeya Temple Precinct, District Bilaspur In Himachal Pradesh On PPP Mode



Financial Capacity: The Bidder shall have a minimum **Net Worth** of **Rs.25,00,000/- (Rupees Twenty Five Lakhs Only)** at the close of the financial year preceding the Bid Due Date i.e. on 31.03.2022.

2.2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the Certificate(s) from its statutory auditors / practicing Chartered Accountant specifying the Net Worth of the Bidder, as at the close of the preceding financial year from the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Sub-Clause 2.2.3.

For the purposes of this RFP, Net Worth shall mean:

- i **In case of a company:** 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 losses, 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; and
- ii **In case of any other entity/body corporate:** the aggregate value of the paid up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.
- iii **In case of individual/ sole proprietor:** Total value of assets owned which include investments, savings, cash deposits, property (at registration value) after deducting the liabilities.

2.2.4 The Bidder should submit a Power of Attorney (“POA”) as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder pursuant to the terms and conditions of the Bidding Document. **If the Bid is submitted by a natural person or a proprietor then, no POA is required. However, he/ she will submit an undertaking certifying that he/ she is the Bidder himself/ herself or is the sole proprietor, as the case may be. If the Bid is being signed by a person other than the proprietor or the Bidder, POA authorizing the person to submit bid on behalf of the Bidder shall be enclosed with the Bid.**

2.2.5 Any entity which has been barred by the Central/ State Government or any entity controlled by it or by any local authority including Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur from participating in any tendering process, and such bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.6 A Bidder 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, nor has been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach by such Bidder nor any of its accounts declared as a Non-Performing Account (NPA) by any Bank or Non-Banking Financial Institute in India.



2.2.7 The 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.

2.3 NUMBER OF BIDS AND COSTS THEREOF

2.3 No Bidder shall submit more than one Bid for the Project. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. HPIDB or the Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the location, surroundings, the condition of the Visitors Facilities, availability of power, water and other utilities available, requirement of furnishing etc., applicable approvals, and any other matter considered relevant by them. The costs of visiting the site, and undertaking any further investigations shall be at Bidder's own expense. The Bidder or any of his personnel or agents will be granted permission to enter upon the Visitors Facilities site for the purpose of such inspection.

2.5 ACKNOWLEDGEMENT BY BIDDER

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

- (i) made a complete and careful examination of the RFP;
- (ii) received all relevant information requested from HPIDB;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of HPIDB relating to any of the matters referred to in Clause 2.4 above;
- (iv) agreed to be bound by the undertakings provided by it under and in terms hereof;
- (v) satisfied itself about all matters, things and information including matters referred to in Clause 2.4 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 there under; and
- (vi) 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 2.4 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. either from HPIDB or the Authority, or a ground for termination of the Draft Concession Agreement by the Operator.

2.5.2 HPIDB and/ or 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 this RFP or the Bidding Process, including any error or mistake therein or in any information or data given by HPIDB and/ or the Authority.



2.6 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

2.6.1 Notwithstanding anything contained in this RFP, HPIDB reserves the right to accept or 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 HPIDB rejects or annuls all the Bids, it may, in its discretion, initiate re-bidding process by inviting fresh Bids for the Project. Any such notice shall be uploaded on the website.

2.6.2 HPIDB reserves the right to reject any Bid if:

- (i) at any time, a material misrepresentation is made or uncovered in the Bid; or
- (ii) the Bidder does not provide, within the time specified by HPIDB, the supplementary information sought by HPIDB for evaluation of the Bid.

If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then HPIDB reserves the right to:

- (a) invite the remaining Bidders to match the Highest Bidder; or
- (b) take any such measure as may be deemed fit in the sole discretion of HPIDB, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Draft Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions 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 as the Operator either by issuance of the LOA or entering into of the Draft Concession Agreement, and if the Bidder/ Operator has already been issued the LOA or has entered into the Draft Concession Agreement, as the case may be, 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 HPIDB or the Authority to the Bidder, without HPIDB or the Authority being liable in any manner whatsoever to the Bidder. In such an event, HPIDB or 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 which HPIDB and/ or the Authority may have under this RFP, the Bidding Documents, the Draft Concession Agreement or under applicable law.

2.6.4 HPIDB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by HPIDB shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of HPIDB and/ or the Authority thereunder.

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

2.6.6 The documents including this RFP and all attached documents, provided by HPIDB are and shall remain or become the properties of HPIDB 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 Sub-Clause 2.6.6 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and HPIDB will not return to the Bidders any Bid, document or any information provided along therewith.

2.7 CLARIFICATIONS

- 2.7.1 Bidders requiring any clarification on this RFP may notify the HPIDB in writing or by fax and e-mail in accordance with Sub-Clause 1.2.10. The Bidders should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The HPIDB shall endeavour 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 uploaded on the website <http://himachalservices.nic.in/hpidb/> without identifying the source of queries.
- 2.7.2 The HPIDB shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, HPIDB 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 HPIDB to respond to any question or to provide any clarification.
- 2.7.3 The HPIDB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the HPIDB shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by HPIDB or its employees or representatives shall not in any way or manner be binding on the HPIDB.

2.8 AMENDMENT/ MODIFICATION OF BIDDING DOCUMENTS

- 2.8.1 At any time prior to the deadline for submission of Bids, the HPIDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by the issuance of Addenda.
- 2.8.2 Any Addendum/ Corrigendum thus issued will be uploaded on the website <http://himachalservices.nic.in/hpidb/> only. Therefore, the Bidders are advised to keep checking the above-stated website for any such Addendum/ Corrigendum.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the HPIDB may, at its own discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BIDS

2.9 LANGUAGE

- 2.9.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they



are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered HPIDB for evaluation. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 FORMAT AND SIGNING OF BID

- 2.10.1 The Bidders shall provide all the information sought under this RFP. The HPIDB will evaluate only those Bids that are received in the required formats and complete in all respects by the Bid Due Date. Incomplete and/ or non-responsive Bids shall be liable for rejection.
- 2.10.2 The Bidder shall prepare 1 (one) original set (hard copy) of the Technical Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) which shall be typed or written in indelible ink and physically signed on each page in blue ink by the authorized signatory of the Bidder and clearly marked “ORIGINAL”. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall also be initialed by the authorized signatory signing the Bid. The Bid shall contain page numbers in serial order and shall be spiral bound.
- 2.10.3 In addition, the Bidder shall submit the scanned copy (pdf) of the complete Technical Bid, along with all the supporting documents required to be submitted along therewith pursuant to this RFP, either in the form of a DVD or in a Pen Drive. In the event of any discrepancy between the original and the scanned copy, the original shall prevail.

2.11 SEALING AND MARKING OF BIDS

- 2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Sub-Clause 2.11.2(A) and seal it in an envelope and mark the envelope as “**Technical Bid**”. The Bidder shall submit the Financial Bid in the format specified at Appendix-III and seal it in another envelope and mark the envelope as “**Financial Bid**”. Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as “**Bid**”. The Bidder shall seal the original Technical Bid together with its enclosures and the scanned copy of the Technical Bid either in form of DVD or Pen Drive, in separate envelopes duly marking the envelopes as “**ORIGINAL**” and “**SOFT COPY**”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Sub-Clauses 2.11.3 and 2.11.4.
- 2.11.2 (A) Each Technical Bid envelope shall contain:
- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents both in hard copy and soft copy format;
 - (ii) Power of Attorney for signing the Bid as per the format at Appendix-II¹;

¹ Not applicable in case the sole proprietor is himself/ herself signing the Bid

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- (iii) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its Partnership Deed;
 - (iv) copies of Bidder's duly audited balance sheets and profit and loss account for the preceding 3(three) years;
 - (v) Demand Draft or Payment Receipt towards the cost of the Bidding Documents as specified in Sub-Clause 1.2.4;
 - (vi) Bid Security as specified in Clause 2.20;
 - (vii) GST Registration Certificate, documents of incorporation/ registration documents;
 - (viii) a copy of the Instruction to Bidders, Draft Concession Agreement and Schedules of the Draft Concession Agreement, Addendum/ Corrigendum (if any) with each page stamped and initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (ii) hereinabove.
- (B) Each Financial Bid envelope shall contain:
Financial Bid in the prescribed format (Appendix-III).

2.11.3 The final outer envelopes having the Original and Copy, shall clearly bear the following identification:

Bid for “Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode”.

and shall clearly indicate the name and address of the Bidder along with the contact person's name, mobile number & email address. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.4 Each of the envelopes shall be addressed to:

ATTN. OF: The General Manager,
Himachal Pradesh Infrastructure Development Board
ADDRESS: New Himrus Building, Himland, Circular Road,
Shimla, Himachal Pradesh.
EMAIL: hpiddb-hp@nic.in
TEL: 0177-2626696, 2627312
FAX: +91 0177-2627696

2.11.5 If the envelopes are not sealed and marked as instructed above, the HPIDB assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 SUBMISSION OF THE BID

- (i) Hardcopy of the Bid should be submitted before 4:00 pm IST on or before the Bid Due Date at the above-mentioned address.



- (ii) The Bidder shall submit the hardcopy and scanned (pdf) softcopy of the Bid in the format specified at Appendix-I, together with the documents specified in Sub-Clause 2.11.2 (A) and seal it in an envelope and mark the envelope as “**Technical Bid**”.
- (iii) The Demand Draft or Bank Guarantee in original towards the payment of the Bid Security shall be put in a separate envelope inside the Technical Bid envelope and mark the envelope as “**Bid Security**”.
- (iv) The Bidder shall submit the Financial Bid in the format specified at Appendix-III and seal it in another envelope and mark the envelope as “**Financial Bid**”.
- (v) Both the envelopes of the Technical Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as “**Bid**”.
- (vi) The Bidder shall seal the original and the copies of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “SOFT COPY”.
- (vii) The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Sub-Clauses 2.11.3 and 2.11.4.

2.13 BID DUE DATE

2.13.1. Bids should be submitted before 4:00 pm IST on the Bid Due Date at the address provided herein in the manner and form as detailed in this RFP. A receipt thereof should be obtained from HPIDB.

2.13.2. The HPIDB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/ Corrigendum only on its website <http://himachalservices.nic.in/hpidb>.

2.14 LATE BIDS

2.14.1 Bids received by the HPIDB after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 CONTENTS OF THE FINANCIAL BID

2.15.1. The Financial Bid shall be furnished in the format at Appendix – III and shall consist of Annual Concession Fee to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Annual Concession Fee offered by it to the Authority as consideration for the concession granted in respect of the Project in accordance with this RFP and the provision of the Draft Concession Agreement.

2.15.2. The Project will be awarded to the Bidder quoting the highest Annual Concession Fee.

2.16 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

2.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the HPIDB



prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the HPIDB, shall be disregarded.

2.17 VALIDITY OF BIDS

- 2.17.1 The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the HPIDB. Accordingly, the validity of Bank Guarantee for Bid Security shall also be extended by the Bidder.

2.18 CONFIDENTIALITY

- 2.18.1 All of the information relating to the examination, clarification, evaluation and recommendation for the Bidders is confidential and shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the HPIDB in relation to, or matters arising out of, or concerning the Bidding Process. The HPIDB 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 HPIDB may not divulge any such information unless required to do so in pursuance of any application under the RTI Act or it is directed to do so by any court of law or 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 HPIDB. All documents and other information supplied by HPIDB or submitted by a Bidder to HPIDB shall remain or become the property of HPIDB. 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. HPIDB will not return any Bid or any information provided along therewith.

2.19 CORRESPONDENCE WITH THE BIDDER

- 2.19.1 Save and except provided in this RFP, the HPIDB shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

C. BID SECURITY

2.20 BID SECURITY

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security of **Rs.2,00,000/- (Rupees Two Lakhs only)** in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Bank in India in favour of the “**Himachal Pradesh Infrastructure Development Board**” and payable at Shimla, Himachal Pradesh, in the format at Appendix – IV (the “**Bank Guarantee**”) and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date,

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which may be extended as may be mutually agreed between the HPIDB and the Bidder from time to time. HPIDB shall not be liable to pay any interest on the Bid Security so submitted and the same shall be interest free.

- 2.20.2 Bid Security can also be in the form of a Demand Draft issued by a Scheduled Bank in India, drawn in favour of the “Himachal Pradesh Infrastructure Development Board” from a Nationalized/ Scheduled Bank in India and payable at Shimla, Himachal Pradesh. Where a Demand Draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by HPIDB. The Authority and/or the HPIDB 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 rejected by the HPIDB as non-responsive.
- 2.20.4 Save as provided in Sub-Clauses 2.20.6 and 2.20.7 below, the Bid Security of unsuccessful Bidders will be returned by the HPIDB, 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 HPIDB. Where Bid Security has been provided by deposit of Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft/ Cheque in favour of the unsuccessful Bidder(s) or by way of electronic transfer of the amount into the account of the unsuccessful Bidder, as per the details provided for the same by the Bidder.
- 2.20.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Bidder signing the Draft Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.6 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the HPIDB shall be entitled to forfeit and appropriate the Bid Security as compensation/ damages to the HPIDB in any of the events specified herein below.
- 2.20.7 The Bid Security shall be forfeited and appropriated by the HPIDB as compensation and damages payable to the HPIDB for, inter alia, time, cost and effort of the HPIDB without prejudice to any other right or remedy that may be available to the HPIDB hereunder or otherwise, under the following conditions:
- (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Article 4 of this RFP;
 - (ii) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (iii) In the case of Selected Bidder, if it fails within the specified time limit –
 - (a) to sign and return the duplicate copy of LOA;
 - (b) to sign the Draft Concession Agreement within the stipulated time limit or extended time limit which may be granted by HPIDB at its sole discretion; and/or



- (c) to furnish the requisite documents to HPIDB/ Authority as required to be furnished by the Selected Bidder prior to signing of the Concession Agreement; or
- (d) to furnish the Performance Security within 21 (twenty-one) days from the date of issuance of Letter of Award.

(iv) In case the Selected Bidder, having signed the Draft Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 TESTS OF RESPONSIVENESS

3.1.1 Prior to evaluation of Bids, the HPIDB shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- (i) Technical Bid is received in both hard copy as well as soft copy form as specified in Sub-Clause 2.11.2(A);
- (ii) It is received by the Bid Due Date including any extension thereof pursuant to Clause 1.3;
- (iii) It is signed, sealed, hard/ spiral bound and marked as stipulated in Clauses 2.10 and 2.11;
- (iv) It is accompanied by the Bid Security as specified in Clause 2.20;
- (v) It is accompanied by the Power of Attorney as specified in Sub-Clause 2.2.4;
- (vi) It contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
- (vii) It is accompanied by the Demand Draft or Payment Receipt towards the cost of the Bidding Documents as specified in Sub-Clause 1.2.4;
- (viii) It does not contain any condition or qualification; and
- (ix) It is not non-responsive in terms hereof.

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

3.2 OPENING AND EVALUATION OF BIDS

3.2.1. HPIDB shall open the Technical Bids at 4.30 P.M. IST on the Bid Due Date, at the office of HPIDB and in the presence of the Bidders who choose to attend. However, HPIDB reserves the right to change the time of opening of bid in case of any exigency. Bids for which a notice of withdrawal has been submitted in accordance with Sub-Clause 2.16.1 shall not be opened.

3.2.2. A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same. The HPIDB shall open Financial Bids of only those Bidders who meet the eligibility criteria specified in this RFP at such date and time as intimated by the HPIDB.



- 3.2.3. The HPIDB will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 3.2.4. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the HPIDB may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by HPIDB shall not be considered.
- 3.2.5. In the event that a Bidder claims credit for a Minimum Eligibility Criteria, and such claim is determined by the HPIDB as incorrect or erroneous, the HPIDB shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the HPIDB reserves the right to reject the Bid in accordance with the provisions of Sub-Clauses 2.6.2 and 2.6.3 and also debar the Bidder from future tenders of HPIDB.
- 3.2.6. Bidders are advised that qualification of Bidders will be entirely at the discretion of HPIDB. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.3 EVALUATION OF TECHNICAL BID

- 3.3.1 The Bidder's competence and capability shall be evaluated solely on the basis of the information provided and the financial strength/ credibility (Financial Capacity) of the Bidder.

3.4 FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

- 3.4.1 The Bid must be accompanied by the Audited Balance Sheets, Profit & Loss statements, ITRs of the Bidder for the last 3 (three) financial years, preceding the Bid Due Date.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/ chartered accountant shall certify the same. In such a case, the Bidder shall provide the audited Balance Sheets/ audited Income Tax Returns/ Profit & Loss Account, for 3 (three) years preceding the year for which such annual accounts is not being provided.
- 3.4.3 The Bidder must establish minimum Net Worth as specified in Sub-Clause 2.2.2, and provide details as per format at Annex-II of **Appendix-I**.

3.5 QUALIFICATION AND SHORTLISTING OF BIDDERS

- 3.5.1 In the first step of evaluation, Technical Bids of Bidders adjudged responsive in terms of Clause 3.1.1 shall be considered for evaluation as per Clauses 2.2 and 3.4 of this RFP. The Bidders qualifying as per the conditions stipulated in this RFP shall be shortlisted as pre-qualified Bidders and shall be considered for the next step of evaluation.



- 3.5.2 In the Qualification Phase, the information, documents and credentials submitted by the Bidder as a part of its Bid shall be evaluated and measured in terms of its Minimum Eligibility Criteria to determine the financial competency/ capability of the Bidder vis-à-vis the requirements of Sub-Clauses 2.2.1, 2.2.2, 2.2.3, 3.3 and 3.4 of this RFP.
- 3.5.3 The Bidder who meets the eligibility criteria set forth in Sub-Clauses 2.2.1 to 2.2.3 and 3.4 in terms of Minimum Eligibility Criteria in respect of Financial Capacity under this RFP document, will be shortlisted and eligible for the Financial Bid Phase.
- 3.5.4 The Bidders who are shortlisted as per Sub-Clauses 3.5.2 & 3.5.3 above will be informed about the opening date of the Financial Bid on the website/ email to the shortlisted bidders and the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend.

3.6 OPENING AND EVALUATION OF FINANCIAL BID

- 3.6.1 The Bidders who are shortlisted as per Clause 3.5 will be informed by HPIDB about the opening date of the Financial Bid by email; the Financial Bid shall be opened in the presence of the shortlisted Bidders who choose to attend.
- 3.6.2 To facilitate evaluation of Bids, HPIDB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.7 SELECTION OF SELECTED BIDDER

- 3.7.1 Subject to the provisions of Clause 3.5, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.1 and who quotes the Highest Annual Concession Fee offered to the Authority shall be declared as successful (the “**Selected Bidder**”).
- 3.7.2 In the event that two or more Bidders quote the same amount of Annual Concession Fee (the “**Tie Bidders**”), HPIDB reserves the right either to:
- i. invite fresh Bids (i.e. financial quote) from such Tied Bidders; or
 - ii. declare as successful such Tied Bidder whose Net Worth has been evaluated to be higher than the other Tied Bidder; or
 - iii. identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend; or
 - iv. take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process.
- 3.7.3 In the event that the highest Bidder withdraws or is not selected for any reason in the **first instance** (the “**first round of bidding**”), the HPIDB may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder



in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

- 3.7.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Sub-Clause 3.7.3 above, HPIDB may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.7.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the HPIDB to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt 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 HPIDB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the HPIDB on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Selected Bidder must submit Performance Security to the Authority. The Authority shall not execute the Draft Concession Agreement until the Bidder has provided the Performance Security to the Authority.
- 3.7.7 **Performance Security:** The Selected Bidder shall furnish to the Authority, Performance Security, in the form of an irrevocable and unconditional Bank Guarantee issued by a Scheduled Bank in India, drawn in favour of Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur and payable at **Bilaspur, Himachal Pradesh** for due and faithful performance of its obligations, of **Rs.10,00,000/- (Rupees Ten Lakhs Only)**, within 21 (twenty one) days of the issuance of Letter of Award (LOA). This Bank Guarantee shall be returned to the Selected Bidder after 90 (ninety) days after Transfer Date (*as defined in the Draft Concession Agreement*). In case of breach of any of the provisions of the contract by the Selected Bidder/ Operator, the Authority shall revoke the Performance Bank Guarantee to apportion the losses on account of such breach. The Selected Bidder/ Operator shall have to replenish the Bank Guarantee after such apportionment to its original value (in case of partial appropriation) or furnish a new Bank Guarantee of same value (in case of total appropriation), as the case may be.

3.8 CONTACTS DURING BID EVALUATION

- 3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the HPIDB 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 from contacting by any means, the HPIDB and/ or their employees/ representatives on matters related to the Bids under consideration.



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 issuance of the LOA and during the subsistence of the Draft Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Draft Concession Agreement, the HPIDB and/or the Authority shall reject a Bid, withdraw the LOA, or terminate the Draft Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or
- 4.2 Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practices, undesirable practice or restrictive practice in the Bidding Process. In such an event, the HPIDB and/or the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the HPIDB and/or the Authority towards, inter alia, time, cost and effort of the HPIDB and/or the Authority, without prejudice to any other right or remedy that may be available to the HPIDB and/or the Authority hereunder or otherwise.
- 4.3 Without prejudice to the rights of the HPIDB and/or the Authority under Clause 4.1 hereinabove and the rights and remedies which the HPIDB and/ or the Authority may have under the LOA or the Draft Concession Agreement, if a Bidder or Operator, as the case may be, is found by the HPIDB and/or 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 the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the HPIDB and/or the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the HPIDB and/or 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.
- 4.4 For the purposes of this Article 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 HPIDB and/ or the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Draft Concession Agreement or arising therefrom, before or after the execution thereof, 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 HPIDB and/ or the Authority, shall be deemed to constitute influencing the actions of a person connected with the



Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issuance of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Draft Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the HPIDB and/ or 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, in order to influence the Bidding Process;
- (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 HPIDB and/ or 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
- (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.
- (f) “**unfair practice means**” a practice which, for the purpose of promoting the sale or promotion etc., adopts any unfair method or unfair or deceptive practice including (A) the practice of making any statement, whether in writing or by visible representation which-(i) falsely represents that the services are of a particular standard or grade; (ii) represents that the Bidder has approval or affiliation which the bidder does not have; (iii) makes a false or misleading representation concerning the services (B) the Bidder permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not offered; (d) the promoter indulges in any fraudulent practices.

5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the following address:

Himachal Pradesh Infrastructure Development Board (HPIDB),
New Himrus Building,
Himland,
Circular Road,
District Shimla,
Himachal Pradesh.



A maximum of two (one Technical and/ or one Financial/Commercial) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the HPIDB. HPIDB shall endeavor 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.

5.3 The Bidders are advised to attend the Pre-Bid Conference and also to visit the Visitors Facilities at the site in order to get acquainted with the site and accordingly prepare their Bids.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the applicable laws or other laws of India for the time being in force and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

- (i) 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;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information or documents, as deemed fit by HPIDB at its sole discretion;
- (iv) retain any information and/ or evidence submitted to the HPIDB and/ or the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (v) 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 HPIDB and/ or 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.



APPENDICES

HPIDB Website-08-09-2022



APPENDIX I
LETTER COMPRISING THE BID
(Refer Clause 2.11.1 and 2.11.2 (A))

Dated:

To,
The General Manager,
Himachal Pradesh Infrastructure Development Board,
New Himrus Building,
Himland, Circular Road,
District Shimla,
Himachal Pradesh.

Sub: RFP for “Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on PPP mode”.

Dear Sir,

- 1) With reference to the RFP document dated², 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 HPIDB will be relying on the information provided in the Bid and the documents accompanying such Bid of the Bidders, 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 qualifying as a Bidder for the setting-up, operation and maintenance of the aforesaid Visitors Facilities.
- 4) I/ We shall make available to the HPIDB any additional information it may find necessary or require to supplement or authenticate the Bid statement.
- 5) I/ We acknowledge the right of the HPIDB to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/ We certify that in the last three years, I/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 project or contract nor have had any contract terminated 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/ Corrigendum issued by the HPIDB;

²All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

Selection Of A Service Provider For Operation Maintenance And Management Of Visitors Facilities Within Markandeya Temple Precinct, District Bilaspur In Himachal Pradesh On PPP Mode



- (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1 (ii) of the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practices or undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for bid issued by or any agreement entered into with the HPIDB or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Article 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, in accordance with Clause 2.6 of the RFP document.
- 9) I/ We believe that I/ we satisfy the Minimum Eligibility Criteria and meet all the requirements as specified in the RFP document and are qualified to submit a Bid.
- 10) I/ We certify that in regard to matters other than security and integrity of the country, I/ 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 Project or which relates to a grave offence that outrages the moral sense of the community.
- 11) I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12) I/ We further certify that no investigation by a regulatory authority is pending either against me/ us or against our CEO or any of our Directors/ Partners/ Managers/ employees.
- 13) 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 HPIDB of the same immediately.
- 14) 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 HPIDB or the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 15) I/ We agree and undertake to abide by all the terms and conditions of the RFP document including the Draft Concession Agreement and its Schedules, Addendum/ Corrigendum (if any).



- 16) In the event I am declared as the Selected Bidder, I agree to enter into a Concession Agreement in accordance with the Draft Concession Agreement prior to the Bid Due Date. I agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17) I/ We have studied all the Bidding Documents carefully and also surveyed the Visitors Facilities at the site. We understand that except to the extent as expressly set forth in the Draft Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by HPIDB or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
- 18) I/ We offer a Bid Security of **Rs.2 lakhs** to HPIDB in accordance with Clause 2.20 of the RFP Document.
- 19) 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/ Concession is not awarded to me/us or our Bid is not opened or rejected.
- 20) I/ We agree to pay the Annual Concession Fee along with any applicable taxes thereon, in accordance with the terms of the Bidding Documents.
- 21) I/We agree to pay the GST and all other applicable taxes to the Central Government, State Government or Local Authorities of the State of Himachal Pradesh for undertaking the aforesaid Project in accordance with the Bidding Documents and the Draft Concession Agreement.
- 22) I/ We have not been debarred/ blacklisted by the Central/ State Government, or any entity controlled by it or any local authority from participating in any tendering process or otherwise in the last 3 years, and the bar subsists as on the date of Bid.
- 23) I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 24) I/ We hereby declare and confirm that I/ we is not a defaulter of any Bank or Financial Institution and none of my/ our accounts have been declared as Non-Performing Assets by any Bank or Financial Institution in the last 3 (three) years preceding Bid Due and presently there is no dispute pending with any Bank or Financial Institution.

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

Yours faithfully,

(Signature, name & designation of the Authorized Signatory)

Name and seal of the Bidder

Date:



Place:

Note:

Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

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APPENDIX-I
ANNEX-I

DETAILS OF BIDDER

1.

(a) Name:

(b) Country of incorporation/ registration:

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

(d) Date of incorporation and/ or commencement of business:

(e) PAN No. :

(f) GST No. :

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

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

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:



(e) Fax Number:

5. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

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APPENDIX-I
ANNEX-II

FINANCIAL CAPACITY OF THE BIDDER

(Refer to Sub-Clause 2.2.2) of the RFP)

(to be provided on the letter-head of the Statutory Auditor/ Chartered Accountant)

To,

The General Manager,
Himachal Pradesh Infrastructure Development Board,
New Himrus Building,
Himland, Circular Road,
Shimla
Himachal Pradesh.

Bid for: **“Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on PPP mode”**

Dear Sir,

We are/ I am the Statutory Auditor/ Chartered Accountant of M/s _____
(name of Bidder) having its office at _____ (address of
the registered office of the Bidder).

As per the Books of Accounts of the aforesaid Bidder, it is certified that the Net-Worth as on March 31, 2022 is Rs. _____ (Rupees in words). The methodology adopted for calculating such Net Worth is as per Sub-Clause 2.2.3 of the RFP.

(Signature of the Authorised Signatory of the Statutory Auditor/ Chartered Accountant)

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

UDIN:

Date:

Place

Note:

1. Audited Balance Sheets, Profit & Loss statements, ITRs of the Bidder for the last 3 (three) financial years preceding Bid Due Date shall be enclosed.
2. The Bidder shall provide this Annex-II on its Statutory Auditor's / Chartered Accountant's letter-head.



APPENDIX-II

Power of Attorney for signing of Bid

(Refer Sub-Clause 2.2.4)

(To be executed on Stamp paper of appropriate value and duly notarized)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), son/ daughter/ wife of and presently residing at, who is presently employed with u 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 the “**Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode**” (the “Project”) to the Himachal Pradesh Infrastructure Development Board (the “HPIDB”) including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to HPIDB, presenting us in all matters before HPIDB and/ or Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur, signing and execution of all contracts including the Draft Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with HPIDB or the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur 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/ or till the entering into of the Draft Concession Agreement with the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur.

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 2022

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....
(Signature)



(Name, Title and Address of the Attorney)

(Notarised)

Notes:

- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*



APPENDIX-III
Letter Comprising the Financial Bid
(Refer Sub-Clause 1.2.6)

Dated:

To,
The General Manager
Himachal Pradesh Infrastructure Development Board
New Himrus Building, Himland,
Circular Road, Shimla - 171001, India
Phone: 0177 – 2627312, 0177 - 2626696

Sub: Bid for “Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on PPP mode”

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/ our Financial Bid for the aforesaid Project. The Financial Bid is unconditional and unqualified.

1. I/ We hereby submit our Bid and offer to pay **Annual Concession Fee of Rs. _____ (Rupees in words)** + GST to the Authority i.e. Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur, annually as per the terms and conditions contained in the Draft Concession Agreement. The Annual Concession Fee will be increased @ 5% every year over the previous year’s Annual Concession Fee.
2. I/We agree to bear all expenses and pay all applicable taxes, duties, levies, etc. to the Central Government, State Government and/ or local authority, as the case may be, for undertaking the aforesaid Project in accordance with the Bidding Documents.
3. I/ We hereby declare to undertake the aforesaid Project in accordance with the terms & conditions of the Draft Concession Agreement and the Bidding documents.

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

Yours faithfully,

Date: _____ (Signature, name & designation of the Authorised Signatory)

Place: _____

Name and seal of Bidder



APPENDIX-IV
Bank Guarantee for Bid Security
(Refer Sub-Clause 2.20.1 of RFP)

B.G. No.

Dated:

1. In consideration of you, The General Manager, Himachal Pradesh Infrastructure Development Board, having its office at New Himrus Building, Himland, Circular Road, Shimla - 171001 (hereinafter referred to as the “**HPIDB**”, 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 Mr./Ms./M/s..... {individual/ a company registered under the Companies Act, 1956/ 2013/ LLP/ Partnership Firm/ Sole Proprietorship Firm registered under the relevant laws of India} and having his/her/its {registered office} address 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), in respect of the “**Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on PPP mode.**” (hereinafter referred to as the “**Project**”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the Draft Concession Agreement (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 the RFP Document (hereinafter referred to as the “**Guarantee**”), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to HPIDB an amount of **Rs.2,00,000/- (Rupees Two Lakhs)** as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by HPIDB stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the aforesaid amount 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 HPIDB is disputed by the Bidder or not, merely on the first demand from HPIDB stating that the amount claimed is due to HPIDB by reason of failure of the Bidder to fulfill and comply with the 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 **Rs.2,00,000/- (Rupees Two Lakhs)**.



4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and for the claim period as prescribed by law, or for such extended period as may be mutually agreed between HPIDB and the Bidder, 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 HPIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 HPIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HPIDB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. 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.
7. In order to give full effect to this Guarantee, HPIDB shall be entitled to treat the Bank as the principal debtor. HPIDB 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 HPIDB, and the Bank shall not be released from its liability under these presents by any exercise by HPIDB 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 HPIDB or any indulgence by HPIDB to the said Bidder or by any change in the constitution of HPIDB 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 authorized to receive the said notice of claim.
10. It shall not be necessary for HPIDB 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 HPIDB 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.



11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of HPIDB in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized 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.2,00,000/- (Rupees Two Lakhs)**. The Bank shall be liable to pay the said amount or any part thereof only if HPIDB 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 and claim period as prescribed by law)].
14. This Bank Guarantee no. _____, dated _____ shall also be operative at **Shimla, Himachal Pradesh** and if invoked, be encashable at the _____ [name of the Bank and its branch at **Shimla, Himachal Pradesh**], branch code no.: _____

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

**ANNEXURE-A****DESCRIPTION OF THE VISITORS FACILITIES WITHIN THE MARKANDEYA TEMPLE PRECINT, DISTRICT BILASPUR, HIMACHAL PRADESH**

The Visitors Facilities are within the Temple precinct which is built on approximately 2-2.5 Bighas of land and has been recently constructed. The outer structure of the Visitors Facilities is made in coval stone. The flooring of the compound has been done with natural stone keeping in line with the natural surrounding while the flooring inside the Visitors Facilities has been done with a mix of kota stone, vitrified tiles and paver blocks. The Visitors Facilities is spread across 3 (three) blocks i.e. the Covered Car Parking Block, TRC Block and the VIP Block. All these blocks are interconnected for convenience and seamless movement of the visitors across different blocks.

A.	Covered Car Parking Block
2.	<ul style="list-style-type: none">• Parking for about 30 vehicles• 5 new shops• Separate toilets for males and females (3+3) and 1 caretaker's room• DG (Diesel Generator) room
3.	<ul style="list-style-type: none">• Covered Car Parking for about 30 vehicles• Separate toilets for males and females (3+3) and 1 caretaker's room
4.	<ul style="list-style-type: none">• Large Multi-purpose hall• Separate toilets for males and females (3+3) and 1 caretaker's room• 1 room with attached kitchen• Water tanks with a capacity of about 11,000 Litres
B.	TRC Block (Ground Floor)
2.	<ul style="list-style-type: none">• Reception Floor• Office Room• separate toilets for males and females (1+1)
3.	Rain shelter at first floor with 5 benches
C.	VIP Block
1.	<ul style="list-style-type: none">• 2 Langar halls (1&2)• 1 Kitchen• 1 Store room• Dish washing area and hand washing facility
2.	<ul style="list-style-type: none">• 6 VIP Rooms with attached toilets and balconies• 1 VIP Suite Lounge (2 Rooms with attached kitchenette, toilet and balcony)
3.	<ul style="list-style-type: none">• Multi-purpose hall• Common toilets male and female (2+2)• 2 store rooms• Kitchen
4.	<ul style="list-style-type: none">• Granite stone sitting benches• Paver blocks flooring



- a. The covered **Car Parking Block** has 3(three) floors. The ground floor comprises of (i) parking space for approx. 30 (thirty) vehicles (ii) a set of 3(three) separate toilets for males and females, (iii) a caretaker's room (iv) a DG Room with a Diesel Generator set of 62 KVA capacity installed for providing power backup to the entire Visitors Facilities and (v) 5 (five) no. shops each having an area of 18x12 ft. which shall be operated and maintained by the Selected Bidder.

A ramp from the ground floor leads to the first floor which has parking space for approx. 30 (thirty) vehicles along with a set of 3(three) separate toilets for males and females and a care taker room. The ramp from the first floor leads to the second floor of the covered Car Parking Block. The second floor consists of (i) 1(one) large multi-purpose hall (ii) a set of 3(three) separate toilets for males and females (iii) a caretaker's room (iv) 1(one) small room with an attached kitchen and (v) 3 water tanks having capacity of 10,000 litres each approx.

- b. The **TRC Block** of the Visitors Facilities consists of an office room on the reception floor, and separate toilets for male and female. There is also a rain shelter at the first floor.
- c. The **VIP Block** has 3 (three) floors and an open area. The ground floor of the VIP Block consists of 2(two) langar halls with separate dish washing and hand washing facility equipped with taps along with 1(one) kitchen and 1(one) store room. There is an open verandah on the backside of the langar halls overlooking the hillside and greenery. The langar halls are used mostly during the Baisakhi fair and during shivirs organized there, to serve langar to the visitors/pilgrims.

The first floor of the VIP Block consists of (i) 6 (six) VIP Rooms with attached toilets and balconies; (ii) a VIP Suite Lounge having 2(two) rooms with attached kitchenette, washroom with a changing room and balcony. The VIP Suite Lounge is fully equipped with ceiling fans, LED lights, wall lamps and geyser in the bathroom. The second floor of the VIP Block has 1(one) multipurpose hall with attached toilets for male and female, 2(two) store rooms and a kitchen. Apart from this the VIP Block also has an open area with sitting benches made of granite stone.

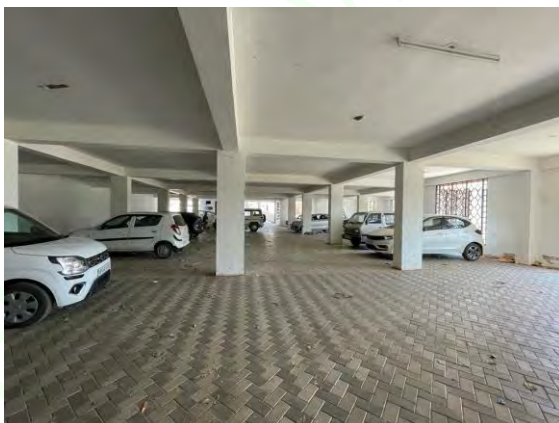
- d. The entire Visitors Facilities has ample number of windows for light and ventilation. There is a 3-phase electricity connection with 25KVA capacity and availability of water is throughout the day from the 3(three) water tanks. There is no installed lift. The Visitors Facilities does not have any laid down sewerage system. However, there is an underground sewerage collection tank which collects all the sewerage and which is then emptied on a regular basis.

ANNEXURE-B
PHOTOGRAPHS OF THE MARKANDEYA TEMPLE PRECINCT, DISTRICT
BILASPUR, HIMACHAL PRADESH

OUTSIDE VIEW OF THE VISITOR FACILITIES



INSIDE PICTURES OF VISITORS FACILITIES



Ground Floor Parking



Large Multipurpose Hall 2nd Floor



Double-Bed Room with attached toilet



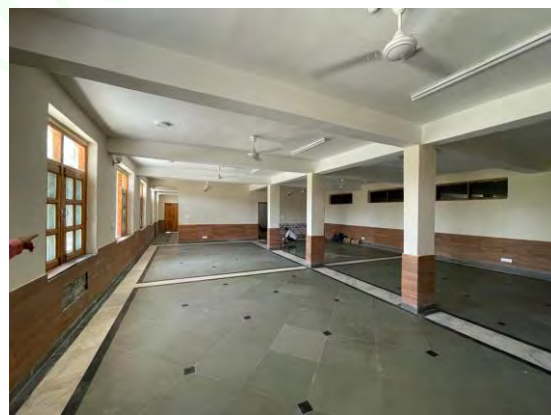
Corridor leading to the Bed Rooms



Back-side view of the Bed-Rooms



VIP Suite Room



Multipurpose Hall on Ground Floor



Shops in the Temple Precinct





VOL-II

DRAFT CONCESSION AGREEMENT

FOR

**SELECTION OF A SERVICE PROVIDER FOR OPERATION, MAINTENANCE,
MANAGEMENT AND TRANSFER OF VISITORS FACILITIES WITHIN
MARKANDEYA TEMPLE PRECINCT, DISTRICT BILASPUR IN HIMACHAL
PRADESH ON PPP MODE**



ISSUED BY:

**The General Manager,
Himachal Pradesh Infrastructure Development Board,
New Himrus Building, Himland, Circular Road, Shimla - 171001
September 2022**



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DRAFT CONCESSION AGREEMENT

This Concession Agreement (the “**Agreement**”) is entered into on this the [■] day of, 2022 at Bilaspur, Himachal Pradesh

AMONGST

1. **The Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur**, having its office at DC Office Complex, Changer Sector, District Bilaspur, Himachal Pradesh - 174001 (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the subject or the context include its successors) of One Part;

AND

2. {M/s [insert the name of the Selected Bidder], a/ an [Individual/ Company/ Partnership Firm/ Sole proprietorship/ LLP] {incorporated/ registered under the [name of the statute under which incorporated]} and having his/ her/ its registered office at [insert address of the registered office], acting through his/ her/ its [designation], [duly authorized in this behalf by way of Power of Attorney/ Board Resolution dated] (hereinafter referred to as the “**Operator**” which expression shall unless repugnant to the subject or the context include its successors) of the Other Part.}

The **Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur** and the **Operator** are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Authority and the Markandeya Temple Trust is desirous of engaging a service provider for operating, maintaining and managing the Visitors Facilities recently constructed within the Markandeya Temple Precinct at Makran Teh Sadar, Bilaspur, Himachal Pradesh by seeking private sector participation on Public Private Partnership (PPP) basis (the “**Project**”).
- B. The Authority through Himachal Pradesh Infrastructure Development Board (HPIDB) had invited proposals for the selection of an Operator through an open, competitive bidding process for the implementation of the Project on OMMT basis from eligible Bidders, including inter alia M/s [name of the Selected Bidder] by issuing the Request for Proposal (“**RFP**”) document dated2022 containing inter alia the minimum qualification requirements for the Bidders, the proposed technical and commercial parameters of the Project and the terms and conditions for the implementation of the Project.
- C. On evaluation of the submitted proposals, {M/s [name of the Selected Bidder]} was found to have quoted the highest amount of Annual Concession Fee of Rs...../- (Rupees..... Only) which was accepted by HPIDB. M/s..... [name of the Selected Bidder] was declared as the “**Selected Bidder**” and issued Letter of Award No..... dated (“**LOA**”) requiring the Selected Bidder to inter alia:



- i. furnish Performance Security by way of an unconditional and irrevocable Bank Guarantee in favour of **Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur** within 21 (twenty one) days of the date of issue of LOA;
 - ii. execute this Agreement within 30 (thirty) days of the date of issue of LOA pursuant to complying with the aforesaid requirement..
- D. The Selected Bidder has furnished the requisite Performance Security by way of an unconditional and irrevocable Bank Guarantee No..... dated from Bank for an amount of **Rs.10,00,000/- (Rupees Ten Lakhs only)** in favour of the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, 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;

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the 31st (thirty-first) day of March of the next calendar year or such period as may be changed by the Government of India, if any.;

“Affected Party” shall have the meaning set forth in Clause 12.1;

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

“Agreement Date” means the date of execution of this Agreement;

“Agreement Period” means the period starting on and from the Agreement Date and ending on the Transfer Date;

“Annual Concession Fee” shall have the meaning set forth in Clause 4.1;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government herein 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. The term “*Applicable Laws*” also includes any by-laws/rules/regulations/ guidelines of the Authority and/ or the Temple Trust, as applicable to the Project herein;

“**Applicable Permits**” means all approvals, clearances, licenses, permits, authorizations, no objection certificates, consents and exemptions required to be obtained and/ or maintained by the Operator under Applicable Laws in connection with the implementation of the Project during the Agreement Period;

“**Authority**” means the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur, Himachal Pradesh;

“**Bank Guarantee**” means an irrevocable and unconditional bank guarantee issued by a Bank in favour of the **Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur** and furnished by the Operator to the Authority for guaranteeing the due performance of the obligations of the Operator under this Agreement. Here, the term “**Bank**” means any Nationalized/ Scheduled Bank in India acceptable to the Authority;

“**Bid**” means the documents in their entirety comprised in the bid submitted by the Operator in response to the RFP in accordance with the provisions thereof;

“**Bid Documents**” or “**Tender Documents**” means the RFP and this Agreement including its Schedules;

“**Business Day**” means a day on which banks are generally open for business in Bilaspur, Himachal Pradesh;

“**Competent Authority**” means any agency, authority, department, ministry, public or statutory Person of the GoHP or GoI, the Authority itself or the Temple Trust, or any local authority or district administration or any other sub-division thereof, with authority over any aspects of implementation of the Project or having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Concession;

“**Compliance Date**” shall have the meaning ascribed to it in Clause 5.6;

“**Concession Period**” shall have the meaning as ascribed to it under Clause 3.3;

“**Conditions Precedent**” shall have the meaning set forth in Clause 5.1;

“**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; and
- b. not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement or under the Applicable Law.

Provided however, that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“Damages” shall have the meaning set forth in Sub-clause(n) of Clause 1.2;

“Dispute” shall have the meaning set forth in Sub-Clause 16.1.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 16;

“Encumbrances” means, in relation to the Project Facility or Project Assets, 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 Facility or Project Assets, wherever applicable herein;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning set forth in Article 12;

“Furnishing Works” mean and include any furnishing, equipping, refurbishment, replacement, provisioning of furniture, equipments & appliances, utensils for kitchen, cutlery, crockery, various other items, installation of electrical & mechanical appliances, fittings & fixtures, etc., procured and undertaken by the Operator after the Compliance Date in accordance with the terms of this Concession Agreement and Good Industry Practice for operationalizing the Project Facility in all respects;

“GOI” means the Government of India;

“GoHP” means the Government of Himachal Pradesh, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Himachal Pradesh and its administrators, successors and assigns;

“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 operations and maintenance of projects akin to the Project as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;



“**Joint Inventory – Site**” shall have the meaning ascribed to it under Clause 5.2;

“**License**” shall have the meaning set forth in Sub-Clause 10.1.1;

“**Maintenance Requirements**” means the requirements set forth in Schedule-G;

“**Material Adverse Effect**” means consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by the terms of this Concession ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Concession Agreement, or (c) frustrates a material provisions of this Concession Agreement or any of the Project Agreements;

“**Nodal Officer**” shall be the person appointed by the Authority, who shall perform the roles and responsibilities as set forth in Clause 11.3 of this Agreement;

“**O&M**” or “**Operations & Maintenance**” means the running, operation, maintenance and management of the Visitors Facilities/ Project Facility located within the precincts of Markandeya Temple and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of User Charges in accordance with the provisions of this Agreement including Schedules hereof;

“**O&M Period**” shall mean the period commencing from the Compliance Date and ending on Termination Date either by efflux of time or otherwise in case of premature termination;

“**Operator’s Equipment**” means all the equipment, furnishings, furniture, fitting & fixtures, machinery, mechanical/ electrical appliances, apparatus, hardware/ software, various things, items, consumables, spares, etc. of whatever nature, required for the furnishing, setting-up, operating and maintaining of the Project Facility and the remedying of any defects (if any);

“**Performance Security**” shall have the meaning as set forth in Clause 9.1 of this Agreement;

“**Person**” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, Competent Authority or other entity, having legal capacity to sue and be sued in its name;

“**Project**” means, subject to the provisions of this Agreement, (i) carrying out of Furnishing Works including all activities incidental thereto at the Project Site; (ii) setting-up, Operations & Maintenance of the Project Facility; (iii) determining, levying, collection and appropriation of the User Charges; (iv) insurance of the Project Facility for the purpose of providing the services on a continuous basis; and (v) transfer of the Project Site along with all immovable assets, fittings & fixtures which are embedded/ fixed/ attached to any part of the structures of the Project Site (whether belonging to the Authority or the Operator) to the Authority on Transfer



Date, in accordance with the provisions of this Agreement;

“Project Assets” means all physical and other assets, both tangible and intangible, relating to and forming part of the Project Site including, but not limited to: (i) all movable assets & Operator’s Equipment; (ii) all immovable assets viz. buildings, shops, parking, open areas, fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Project Site; (iii) rights over the Project Site in the form of license, Right of Way or otherwise; (iv) various facilities & amenities created on the Site; (v) financial assets, such as receivables, security deposits, cash, etc.; (d) insurance proceeds; and (e) Applicable Permits and authorizations relating to or in respect of the Project;

“Project Facility” shall mean and includes the Visitors Facilities comprising of facilities as listed under **Schedule-A** located within the precincts of Markandeya Temple in respect of which leave and license rights are granted by the Authority to the Operator for implementing the Project in terms of this Agreement and includes the circulation areas, all external and internal services, drainage facilities, sign boards, electrical works, etc. already constructed/ installed by the Authority and/ or procured, installed, up-graded and furnished by the Operator including provisioning of all the amenities and facilities; its repair, rectification, replacement and renovation from time to time, for the purpose of implementation of the Project in terms of this Agreement;

“Project Site” or “Site” means the land parcel measuring around 2-2.5 Bighas located at the Makran Teh Sadar, Bilaspur, Himachal Pradesh on which Project Facility is constructed and which is handed over to the Operator on license basis along with the existing structures, facilities, fittings & fixtures (both movable and immovable), etc. as listed under **Schedule-A**, on **“as is where is”** basis over which the Project is to be implemented by the Operator at its own cost and risk in accordance with the provisions of this Agreement;

“Right of Way” means the right to enter into the Project Facility premises and to operate, maintain and manage the same in accordance with the provisions of this Agreement;

“Temple Trust” means the trust constituted for the overall control and management of the Markandeya Temple. The said Trust comprises of 14 members including Temple Officer (who is the local Tehsildar) with SDM, Bilaspur being the Chairman of the Trust;

“Third Party Agreements” means all agreements entered into between the Operator and third Persons such as vendors, etc. for provisioning of any goods or services to the Operator in relation to the Project Facility;

“Termination” means the expiry or termination of this Agreement and the Concession granted hereunder;

“Termination Notice” means the communication issued in writing in accordance with this Agreement by one Party to the other Party terminating this



Agreement;

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

“Users” means any person or group of persons/ individuals/ families/ visitors who uses the Project Facility or any part thereof on payment of User Charges;

“User Charges” means all charges, costs, fees, tariff, rentals and other amounts by whatever name called, payable by the Users to the Operator pursuant to this Agreement for utilizing & availing of various services, facilities and amenities including for room tariffs, charges for booking and holding for functions, events, etc. or fees under sub-license or subcontracting arrangements permitted as per the norms under this Agreement;

“Visitors Facilities” means and includes recently constructed affordable/economical boarding and lodging facilities along with multipurpose halls, shops and adequate parking space in the Temple precinct for the tourists and pilgrims visiting the Temple owned by the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur, as listed in **Schedule-A**;

“Works” means and includes the Furnishing Works, the operation, maintenance and management of the Project Facility and all the appurtenances thereof, and rectifying/remediating of any defects therein including provision of services, amenities and other facilities as the context may require, any other permanent, temporary or urgent works required under this Agreement.

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 to or is capable of applying to any transaction entered into hereunder this Agreement;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bylaws 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 subject to the provisions of this Agreement;



- (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 construction 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) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - (g) any reference to day shall mean a reference to a calendar day;
 - (h) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
 - (i) 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;
 - (j) the words importing singular shall include plural and vice versa;
 - (k) references to any gender shall include the other and the neutral gender;
 - (l) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
 - (m) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (n) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
- 1.2.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Operator to the Authority and/ or the agency or person appointed by the Authority shall be provided free of cost.
- 1.2.3 The rule of construction, 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.

1.3 Measurements and Arithmetic Conventions

1.3.1 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 and Errors/Discrepancies

1.4.1. This Agreement, and all other Agreements and documents forming part of 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 shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement including the Schedules thereto;
- (b) RFP Document;
- (c) all other agreements, minutes of the meetings and documents forming part hereof;
i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) and (c) above and (b) shall prevail over all documents in (c) above.

1.4.2. 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; and
- (c) between any value written in numerals and that in words, the latter shall prevail.

2. SCOPE OF THE PROJECT

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

- (i) carrying out the Furnishing Works at the Project Facility at its cost and expense, as per the provisions of this Concession Agreement. The Operator shall use new and premium quality materials for Furnishing Works;
- (ii) carrying out the O&M, compliance with Maintenance Requirements and performance of other Obligations as specified in this Agreement;
- (iii) responsibility for seeking all Applicable Permits and maintaining the



same for smooth operations at the Project Facility; and

- (iv) performance and fulfillment of all other obligations of the Operator 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 Operator under this Agreement.

2.1.2 The Operator shall implement the Project in accordance with Applicable Laws and Applicable Permits. The Operator shall adopt Good Industry Practices and eco-friendly practices in operating and maintaining the Project Facility.

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 Operator the concession set forth herein including the exclusive right, authority and authorization during the subsistence of this Agreement, to plan, furnish, set-up, operate, maintain and manage the Project (the “**Concession**”) for the period specified in Clause 3.3 and enjoy the commercial benefits emanating therefrom. The Operator hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2 Acceptance by the Operator

In consideration of the rights, privileges and benefits conferred upon by the Authority and other good and valuable consideration expressed herein, the Operator hereby accepts, agrees and undertakes to perform/ discharge all its obligations in accordance with the provisions hereof.

3.3 Concession Period

3.3.1 Subject to and in accordance with the provisions of this Agreement, the Concession set forth in Clause 3.1 is hereby granted by the Authority to the Operator for a period of **10 (ten) years** commencing from the Compliance Date including any extension thereof in terms of Clause 3.3.2 below, during which the Operator is authorized to execute and implement the Project in accordance with the provisions hereof.

3.3.2 Not less than 3 (three) months prior to the expiry of the initial Concession Period of 10 (ten) years, upon written request (if any) from the Operator seeking extension in Concession Period, the Authority may in its sole discretion consider such request of the Operator subject to the conditions that the Operator is not in default of any of its obligations under the Agreement, is running the Project in a satisfactory manner and there are no Disputes/ claims pending for adjudication between the Parties in relation to the Project. Provided however, such extension of Concession Period shall not exceed a period of **5 (five) years**. Provided further, any extension in Concession Period in accordance with this Sub-clause 3.3.2 shall be subject to same terms and conditions as contained in this Agreement.



3.3.3 It is hereby made clear that:

- i. in the event of the Concession Period being extended by the Authority in accordance with the provisions of this Concession Agreement, the Concession Period shall include the period/ aggregate period by which the Concession is so extended; and
- ii. in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Compliance Date and ending with the Termination.

4. Annual Concession Fee

4.1 In consideration of the rights, privileges, concession and interests granted by the Authority to the Operator in terms of this Concession Agreement, the Operator shall pay to the Authority a fee annually as quoted by the Selected Bidder/ Operator and accepted by the HPIDB (the “**Annual Concession Fee**”).

4.2 The Annual Concession Fee for the first year of Concession shall be {Rs...../- (Rupees only)}¹ (plus GST at the applicable rate). The Annual Concession Fee shall escalate at the rate of 5% (five percent) annually over the previous value every year.

4.3 The first Annual Concession Fee shall be due and payable on the 61st (sixty first) day from the Agreement Date and accordingly, the Operator shall pay to the Authority the Annual Concession Fee on or before the same date every year.

4.4 The payment of Annual Concession Fee shall be made into the Authority’s Designated Bank Account by way of online transfer of funds (as per the particulars thereof to be intimated by the Authority). For the avoidance of doubt, it is clarified that the Authority shall be entitled to receive Annual Concession Fee plus GST as applicable thereon, from the Operator, whether payable by the Authority or the Operator.

4.5 In the event of delay up to four weeks in payment by the Operator, the Operator shall be required to pay to the Authority, interest at the rate equal to SBI MCLR + 4% (four percent) per annum. In the case of delay beyond such four weeks, it shall be considered as an Operator’s Event of Default and the Operator shall be liable to pay to the Authority for the period beyond such four weeks, an interest at the rate equal to SBI MCLR + 6% (six percent) per annum.

5. Conditions Precedent to the Agreement

¹ Insert the figure of Annual Concession Fee mentioned in the Letter of Award issued to the Selected Bidder



5.1 Conditions Precedent

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 5.1 (the “Conditions Precedent”).

5.2 Conditions Precedent of the Authority

The Operator may, upon signing of the Agreement, by notice require the Authority to satisfy the Conditions Precedent as set forth in this Clause 5.2 within a period of **30 (thirty) days** from the Agreement Date, and the obligations of the Authority hereunder shall be deemed to have been performed when the Authority shall have :

- (a) issued the Declaration of License in favour of the Operator in terms of Clause 10.1 and handed over the Visitors Facilities on ‘*as is where is*’ basis;
- (b) appointed the Nodal Officer in terms of Article 11;
- (c) prior to issuance of Declaration of License and handing over of the Project Site, on a mutually agreed date, the Nodal Officer appointed by the Authority along with the Project Manager of the Operator shall jointly inspect the Project Site and the existing facility thereon and thereat, to prepare and execute an inventory and records of the existing structures, assets, materials and utilities forming part of the existing Visitors Facilities (the “**Joint Inventory Site**”), and shall further record their quality, condition, functionality, as tabulated below. The Joint Inventory – Site shall be prepared in two counterparts and each counterpart duly signed and stamped by both the Parties. Each Party shall retain one counterpart. The copy of the Joint Inventory – Site shall be appended under **Schedule-H** to this Agreement.

Indicative format of Joint Inventory Site

<i>S. No.</i>	<i>Items Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Location</i>	<i>Remarks on the condition of the handed over items</i>

- (d) granted Applicable Permits within its power and authority for commencement of Furnishing Works by the Operator.

5.3 Conditions Precedent of the Operator

The Conditions Precedent required to be satisfied by the Operator within a period of **30 (thirty) days** from the Agreement Date shall be deemed to have been fulfilled when the Operator shall have:

- (a) made applications at its own cost for any approvals, Applicable Permits etc.



that may be required for commencing Furnishing Works at the Project Site;

- (b) delivered to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof;
- (c) appointed a qualified and professionally experienced person (having prior experience of managing similar properties) as its Representative who shall be designated as the Project Manager;
- (d) carried out joint inspection of the Project Site in terms of sub-clause (c) of Clause 5.2, for preparation of Joint Inventory – Site on the date and time fixed by the Authority;

5.4 Obligations to satisfy Conditions Precedent

- 5.4.1 Each Party hereto shall use all reasonable endeavors at its cost and expense to procure the satisfaction in full of its respective Conditions Precedent set out above. Upon satisfaction of the Conditions Precedent by each Party, the other Party shall forthwith inform in writing to the other Party about the same.
- 5.4.2 Each Party shall bear its respective costs and expenses of satisfying such Conditions Precedent unless otherwise expressly provided.

5.5 Extension of period for fulfilment of Conditions Precedent

- 5.5.1 In the event of failure of either Parties to fulfill their Conditions Precedent within the period of 30 (thirty) days, the Parties may mutually agree to extend the time period mentioned hereinabove for the fulfilment of Conditions Precedent with such conditions as deemed fit.
- 5.5.2 If the Operator does not procure fulfilment of its all or any Conditions Precedent set forth in Clause 5.3 above even within the extended period granted in terms of Clause 5.5.1 above and such delay has not occurred as a result of failure of the Authority to fulfill the Conditions Precedent under Clause 5.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Operator shall pay to the Authority Damages at the rate of 0.3% (zero point three percent) of Performance Security for each day's delay until the fulfilment of Conditions Precedent, subject to maximum amount equal to 20% of the Performance Security. Upon reaching of such maximum amount, the Authority may in its discretion terminate the Agreement and forfeit the Performance Security of the Operator as Damages. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 5.2, no Damages shall be due and payable by the Operator under this Clause 5.5.2 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 5.2.

5.6 Commencement of Concession Period

When all the Conditions Precedent specified in this Article 5 are satisfied or waived,



as the case may be, the Parties shall mutually sign a certificate i.e. Certificate of Compliance. The date on which the Certificate of Compliance is signed (the “**Compliance Date**”) shall be the date of commencement of the Concession Period. The format of Certificate of Compliance is annexed as **Schedule-E** to this Agreement.

6. Obligations of the Operator

6.1 General Obligations

- 6.1.1 Subject to and in accordance with the terms and conditions of this Agreement, the Operator shall, at its cost and expense, procure finance for and undertake the furnishing, equipping, O&M of the Project Facility and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required from time to time) including bye-laws, rules, regulations, instructions and guidelines of the Authority/ Temple Trust/ Competent Authority/ any directions of the GoHP or GoI or Court of law, in the performance of its obligations under this Agreement.
- 6.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to the principles of Good Industry Practice, applicable from time to time. The Operator shall bear the entire cost/ expenditure to be incurred on the Furnishing Works and O&M of the Project Facility during the Concession Period.
- 6.1.4 The Operator warrants that it shall carry out its obligations herein using all due skill, care and diligence expected of an operator in executing a work of this nature while ensuring compliance with the provisions of this Agreement.
- 6.1.5 The Operator shall, at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of, its obligations elsewhere set out in this Agreement, the following:
- (a) complete all the Furnishing Works at the Project Facility in accordance with the provisions of this Agreement as may be required to make it fully operational in all respects. In the event, the Operator undertakes any beautification and/ or temporary structural works at the Project Facility, then that will be the asset of the Authority on completion of the Concession Period or prior to Termination, and no cost or compensation shall be payable in this regard;
 - (b) start operation of the entire Project Facility no later than 60 (sixty) days from the Agreement Date after completion of Furnishing Works;
 - (c) not cause damage to any other infrastructure or any other utility developed



by the Authority and handed over to the Operator or in respect of which right to use or access is provided to the Operator, or any other utilities developed and maintained by any other authority. In case of any such damage, the repair of the same shall be at the cost and expense of the Operator and in the event of any losses that may be incurred by the Authority or any other authority, agency or person, as the case may be, the Operator shall be liable to compensate for the same;

- (d) not make any changes in the structure, facade of the Project Facility while undertaking Furnishing Works or during O&M Period without the prior written approval of the Authority. The Operator shall not be permitted to undertake any new construction, whether of temporary or permanent nature, without the prior written consent of the Authority;
- (e) ensure and procure that the Operator's agents, employees and personnel shall comply with the provisions of this Agreement, all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under this Agreement. It is expressly agreed that the Operator shall, at all times, be responsible and liable for the act of omission/ commission or performance/ non-performance of its vendors, agents and personnel under this Agreement;
- (f) not to create any encumbrances, adverse rights or third party rights on the Project Site and also to ensure that the Authority is not adversely affected in any manner;
- (g) make payment of Annual Concession Fee plus GST thereon, to the Authority in a timely manner as per provisions of this Agreement;
- (h) be responsible for payment of all taxes, GST, duties, charges, levies including stamp duty and any other statutory charges as may be required to be paid as per statutory requirements from time to time to the GoI, GoHP or local authority;
- (i) provide all assistance to the Authority and Nodal Officer as may be required by them for the performance of their obligations under this Agreement;
- (j) ensure that no goods are stored that are not permitted by law including those of hazardous and explosive in nature that may cause damage to the Project Facility. The Operator shall be solely liable or responsible for destruction or damage to the Project Facility on account of any acts of commission or omission by it;
- (k) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, software, know-how and systems used or incorporated into the Project;
- (l) procure at its own costs all the services necessary for the O&M of the Project Facility including without limitation electricity, water, other services, materials, sewerage, communication lines, sanitation, garbage disposal and



pay applicable utility expenses, charges/ rates, including penalties for default in payment, in relation to the use thereof, in the Operations & Maintenance of the Project Facility by the Operator and indemnify/ keep indemnified the Authority in this respect and ensure avoidance of any disruption thereof due to disconnection or withdrawal of any of the aforesaid facility/ies. The Operator shall also make adequate fire safety arrangements;

- (m) ensure that all the furniture, fixtures, equipment etc., to be procured and made part of the Project Facility from time to time shall be new (and not taken on rent), durable and of good quality;
- (n) shall have the right to display advertisement at the Project Facility without obstructing or marring the beauty of the Project Facility, as per the Applicable Laws and generate revenue from it provided the Operator does not stock, store, exhibit or sell any items which are repugnant to the public order, morality, decency or religious sanctity. The location of such advertisements boards shall be decided in consultation with the Nodal Officer;
- (o) shall maintain an Asset/ Inventory Register containing the list of all movable and immovable assets as brought and installed by the Operator into the Project. The Operator shall handover the associated assets to the Authority at the time of transfer of the Project. At any time during the Concession Period, any fitting or fixture/ equipment/ apparatus/ appliances forming part of the Joint Inventory – Site is replaced or removed by the Operator, then the same shall be replaced with a fitting or fixture/ equipment/ apparatus/ appliances which is equal to or superior in quality; further, the Operator shall handover such removed/ replaced fitting or fixture/ equipment/ apparatus/ appliances to the Nodal Officer/ Authority. The Operator shall provide copy of the Asset/ Inventory Register to the Nodal Officer on a quarterly basis for his record;
- (p) installing and operating a management software for easy and effective day to day operation and management of the billing and inventory of the Project Facility;
- (q) responsible for providing security, housekeeping and horticulture services at the Project Facility;
- (r) be solely and exclusively responsible for the recruitment, transportation, accommodation, payment of the salaries, wages, allowances and other payments to its personnel and cost incidental thereto and all taxes, charges, levies, duties payable under the Applicable Laws arising from the respective terms and conditions of engagement/ employment of its personnel deployed on the Project Facility under or through whatever legal relationship. The Operator shall be further responsible for obtaining all necessary clearance from the Competent Authorities and compliance with all local and other Applicable Laws and regulations pertaining to the employment of labour. The Operator shall ensure that all labour laws, rules and regulations are followed and that the Operator shall be the principal employer of the staff, personnel, labour employed by it on the Project Facility without any liability of the Authority or the Temple Trust. The Operator shall keep both the Authority and the Temple



Trust indemnified in this regard;

- (s) ensure that holding of any functions, gatherings, exhibitions, etc. at the multipurpose hall(s) does not lead to any disturbance and disruption of the regular functioning of the Temple rituals or the piousness/ peace of the area;
- (t) not encumber the Project Facility and the Project Assets by way of pledge, hypothecation, mortgage, charge, lien or in any other manner in favour of any third person, banks or other financing or re-financing entities;
- (u) 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 violate any of the provisions of this Agreement or Applicable Laws and Applicable Permits; and
- (v) hand over the Project Facility in good condition on the date of termination of the Concession to the Authority, in accordance with the provisions thereof.

6.2 Specific Obligations of the Operator during O&M Period

6.2.1 During the O&M Period, the Operator shall at its risk, cost and expense, operate and maintain the Project Facility in accordance with this Agreement and if required, modify, repair or otherwise make improvements in the Project Facility to comply with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. The obligations of the Operator (*at its cost and expense*) hereunder shall include (but not limited to):

- (i) carrying out all the maintenance (periodic preventive or routine maintenance) works in accordance with Maintenance Requirements (Schedule-G) and repairs of all Project Assets, facilities, utilities, etc. at the Project Facility and common areas in accordance with the provisions of this Agreement for keeping the Project Facility in good health including prompt repairs of cracks, joints, drains, lighting, white wash/ painting, any overhead/ underground services, repairs/ replacement of all electrical works/ services and electronic equipments and prompt repairs/ replacement of all computer hardware, networking and software works etc.;
- (ii) carrying out any alterations, repairs, replacements or modifications during the O&M Period to maintain the Project Facility in good running conditions at all times;
- (iii) maintain good standards of cleanliness, courtesy and manners by his staff and shall set good standards of quality of food and hygiene, serving standards. The Operator shall also ensure that the entire Visitors Facilities is kept clean, attractive and safe. The directions if any of the Authority, Temple Trust and Nodal Officer shall be liable to be complied with in this regard;
- (iv) deploying adequate number of experienced staff like manager, supervisor(s), cook(s), waiters, attendants, peons, security personnel, etc. to ensure



efficient and good standards of service. All staff members should be neatly and appropriately dressed and should carry photo identity card provided by the Operator. The Operator shall comply with the applicable labour laws in relation to such staff/ personnel engaged by it and deployed at the Project Facility. The Operator shall only engage such workers whose antecedents and character have been verified and after police verification;

- (v) shall maintain proper record of occupancy, functions and events held at the Project Facility. The Operator shall submit to the Authority quarterly report in this regard or as and when asked for the same by the Authority or Nodal Officer or Temple Trust;
- (vi) shall ensure that the operations of kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2011 and various Food Safety and Standards regulations as applicable from time to time. The Operator shall be solely liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 and/ or FSSA Rules 2011 or any issue arising out of food contamination, poisoning and related issues (other than for langar food prepared by the Temple Trust without any involvement of the Operator) and the Operator alone liable to all third-party claims without any liability of the Authority or Temple Trust in any manner whatsoever;
- (vii) ensure that all the fixtures, furniture and equipment shall be maintained in a proper manner as and if any fitting or fixture, equipment or furniture is found in dirty/ poor/ depleted condition then the same shall be cleaned/ repaired/ replaced (as the case may be) by the Operator at its own cost;
- (viii) provision for availability of personnel on 24x7 basis in Reception Area for providing assistance to the guests staying in the Project Facility, with an ability to communicate in English and Hindi;
- (ix) be entitled to demand, collect, retain and appropriate the User Charges from the provision of services to the Users at the Project Facility in accordance with the provisions of this Agreement;
- (x) preventing with the assistance of the Authority and the concerned law enforcement agencies, any encroachments on, or unauthorized entry into the Project Facility;
- (xi) ensure provisioning of continued supply of electricity, water, communication lines, good sanitation conditions, garbage disposal system and other utilities as per applicable regulations, and pay applicable utility expenses, charges/ rates, including penalties for default in payment, in relation to the use thereof, at the Project Facility. The Operator shall indemnify/ keep indemnified the Authority in this respect;
- (xii) duly supervise, monitor and control the activities of its Personnel', vendors and agents as may be necessary for ensuring compliance with the provisions of this Agreement, Applicable Laws and Applicable Permits;



- (xiii) ensure that there is no adverse impact to the flora and fauna and ecology of the area on account of carrying out of O&M of the Project;
 - (xiv) ensure adequate preventive measures are taken to safeguard against fires and accordingly maintain the requisite fire-fighting Equipment in working condition always;
 - (xv) keep and maintain all such books of accounts, records and reports as are required to be maintained under Applicable Laws and shall submit or cause to be submitted to appropriate authorities, all information and reports as are legally required;
 - (xvi) ensure that the generator installed by the Authority remains functional at all times in case of disruption or breakdown in power supply;
 - (xvii) provide, procure, manage, keep in good operating condition, renew, replace, restore, repair, rectify and renovate to the extent reasonably necessary all the Project Assets and Equipment, fittings, fixtures, etc., to ensure their performance to optimum level and to achieve maximum availability and continuity of services by maintaining standards as specified in Schedule-G and/ or those set by different Equipment manufacturers or as per Good Industry Practice, as applicable;
 - (xviii) extending full cooperation and support to the Temple as requested by it during the festival period or religious fairs. The Operator shall avoid planning any events during such period but ensure full availability of langar hall at all times for partaking of langar food by devotees/ visitors.
- 6.2.2 The Operator recognizes and acknowledges the fact that the Project is intended to provide a public facility and the Operator shall have no right to prevent, impede or obstruct any bona fide/ visitors from using the Project Facility, save for regulating such usage under the policy of the Operator, terms of this Agreement and in the public interest. Under exceptional circumstances, if the Operator apprehends that act and conduct of any visitor may negatively affect public sensitivities or hurt their religious sentiments or amounts to showing disrespect to the Temple/ deity or is likely to cause detriment to the Project Facility, it shall have the authority to refuse entry to such person and report the matter to the Authority for its information. The Operator may also take assistance of the Authority and/ or police authorities in this regard, if required.
- 6.2.3 Notwithstanding anything contained herein, the Operator shall be solely responsible for all the claims or proceedings filed with respect to the O&M of the Project whether with regard to any negligence committed or by reason of deficiency in the service at the Project Facility or any part thereof, or otherwise for any reasons whatsoever whether intentionally or unintentionally committed by the Operator or its Personnel and the Authority shall not be responsible or liable for the same whether vicariously or otherwise and the Operator shall always keep the Authority indemnified



in this regard.

- 6.2.4 The Operator shall at its cost remove and rectify any defects or shortcomings pointed out by the Authority/ Nodal Officer by way of written notice or in any report pursuant to any inspection of the Project Facility.

6.3 Access for Supervision

- 6.3.1 The Operator shall, at all reasonable times and on reasonable prior notice, afford access to the Project Facility following grant of possession thereof to the persons authorized by the Authority, Temple Officer, Nodal Officer, representative(s) of the Competent Authority/ies concerned with the safety, security or environmental protection to inspect the same. The Operator undertakes to extend full cooperation to such persons visiting the Project Facility.

6.4 Obligations relating to protection of Environment & Waste Management

- 6.4.1 The Operator shall ensure waste management as per the Solid Waste Management Rules, 2016 or any other applicable laws/ rules from time to time. The Operator shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property in the vicinity. The Operator shall ensure that the customers/ visitors do not litter in and around the Project Facility.
- 6.4.2 The Operator shall be liable for and shall indemnify, protect, defend and hold harmless the Authority, including its officers, employees and agents from and against any and all demands, claims, damages, penalties, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Operator to discharge its obligations under this Article inter alia, and to comply with the provisions of safe food, health, safety and environmental laws as applicable;

6.5 Safety and Security

- 6.5.1 The Operator shall comply with all safety regulations applicable, access arrangements and operations on the Facility. The Operator shall be responsible in the operations and any other work, to take all precautions to ensure safety of its staff, customers, visitors and public.
- 6.5.2 The Operator shall be responsible at its cost, safety and security of all the Project Assets at the Project Facility by deploying adequate security staff round the clock, CCTV cameras at appropriate locations in the Project Facility.
- 6.5.3 The Operator shall make adequate arrangement for providing first aid in case of any accident at the Project Facility and if required make arrangements for transporting the victim to the nearest hospital/ health centre.

6.6 Insurance Requirement



- 6.6.1 The Operator shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Applicable Laws and as may be necessary or prudent in accordance with Good Industry Practice (the “**Insurance Cover**”). The Operator 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 Operator during the Concession Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.
- 6.6.2 Without prejudice to the generality of the provision contained in Sub-Clause 6.6.1, the Operator shall, during the Concession Period, purchase and maintain Insurance Cover including but not limited to the coverage of following:
- a) Loss, damage or destruction of the Project Facility and Project Assets including assets handed over by the Authority to the Operator on account of fire, theft, Acts of God, etc. at the replacement value. This insurance shall be obtained by the Operator in the name/ favour of the Authority
 - b) Comprehensive third party liability insurance including injury or death to the persons who may enter the Project Facility by accident or otherwise;
 - c) Liability to third parties for goods or property damage;
 - d) Workmen’s compensation insurance, ESI, Medi-claim, Personal Accident insurance, etc.;
 - e) The Operator’s general liability arising out of the Concession; and
 - f) Any other insurance that may be necessary to protect the Operator, its employees and its assets and the Authority, its employees and agents engaged in or connected to the Project and the Project Facility including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).
- 6.6.3 The insurance obtained in accordance with this Clause by the Operator, shall be maintained with the insurer. Within 30 (thirty) days of obtaining the insurance cover, the Operator shall furnish to the Authority, certified copies of certificate of insurance and certified copies of the premium payment receipts in respect of such insurance. Operator shall, from time to time, furnish the evidence to the Authority that all premium/(s) have been paid and that the relevant policies remain in existence; no such insurances to be cancelled or materially changed without 30 (thirty) days’ prior written notice to the Authority.
- 6.6.4 All insurance policies in respect of the insurance obtained by the Operator pursuant to this Clause 6 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, 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.
- 6.6.5 The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter-alia, the Authority, its assigns, employees,



successors, permitted assignees, insurers and underwriters, which the Operator 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 Operator 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.

- 6.6.6 The proceeds from all insurance claims, except life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement and making good any loss to the Project Facility.
- 6.6.7 The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.
- 6.6.8 Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or Personnel in the employment/engagement of the Operator who are deployed at the Project Facility. The Operator shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above.
- 6.6.9 The Operator shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Authority from and against any and all losses, damages, costs, charges and/or claims with respect to:
- (a) the death of or injury to any person; or
 - (b) the loss of or damage to any property;

that may arise out of or in consequence of any breach by the Operator of this Agreement during the implementation of the Project.

6.7 Redressal of Public Grievances

- 6.7.1 The Operator shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**") at the Reception. Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Operator at Project Site so as to bring it to the attention of all Users/visitors.
- 6.7.2 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 Operator.
- 6.7.3 The Operator shall inspect the Complaint Register every day and take prompt and reasonable action for redressal 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 Operator to the Complainant via Email or SMS.



6.7.4 The Operator shall provide copy of the Complaint Register to the Authority every quarter.

6.8 Levy and Appropriation of User Charges

6.8.1 The Operator shall have the right to demand, collect and appropriate tariffs, fees, charges etc. in whatever shape as per the market driven rates for the use of the facilities at the Project Facility pursuant to Compliance Date in accordance with the provisions of this Agreement (the “**User Charges**”). However, no charges shall be levied for use of langar hall for partaking of langar offered by the Temple.

6.8.2 The Authority expressly recognizes the right of the Operator to levy, demand, collect, retain, and to appropriate User Charges in accordance (i) with the terms of this Concession Agreement; and (ii) to exercise all rights and remedies available under Applicable Law and under this Concession Agreement for the recovery of such User Charges.

6.9 Electricity and Water

6.9.1 The Operator shall be required to maintain electricity and water connections at its cost. Further, the Operator shall be liable to pay to the concerned Department the cost or charges for the units of power and water consumed at the Project Facility.

6.9.2 The Operator shall ensure timely payment of bills related to electricity, water, and other utilities. In the event of default committed by the Operator in making payment of any such bills and as a result some penalty or penal interest is levied or charged by the concerned authority/ department, the Operator shall be liable to bear the same without any responsibility of the Authority.

6.9.3 The Operator shall also ensure upkeep and ready availability of power backup at its cost and expense. For this purpose, the genset installed by the Temple Trust will be made available to the Operator who shall be responsible for bearing expenses for its regular maintenance and cost of consumables.

6.10 Maintenance Requirements and Penalty for its breach

6.10.1 The Operator shall procure that at all times during the O&M Period, the Project facilities are maintained in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. The Operator shall ensure compliance with the **Maintenance Requirements** set out in **Schedule-G**.

6.10.2 In the event that the Operator fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to levy penalty, to be paid for each day of delay until the breach is cured at the rate specified in **Schedule-G**. Recovery of such penalty shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof for persistent default/ breach of this Agreement by the Operator.



6.10.3 The Damages set forth in **Schedule-G** may be assessed and recommended by the Nodal Officer to the Authority; provided that the Authority may in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Operator is otherwise in compliance with its obligations hereunder.

6.11 Authority's right to take remedial measures

6.11.1 In the event the Operator 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 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Nodal Officer, 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 Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages.

6.12 Sub-licensing the shops at the Visitors Facilities

6.12.1 The Operator shall have the right to sub-license the existing 5 no. shops (as specified in Schedule-A) forming part of the Visitors Facilities after completion of the Furnishing Works. Such sub-license deeds shall be a tripartite arrangement entered into between the Operator, the Authority and the sub-licensees. Each such sub-license deed shall, incorporate clauses, that (i) the sub-license deeds shall be co-terminus with this Agreement and shall stand terminated immediately upon Termination of this Agreement (either by efflux of time or pre-mature, as the case may be) and in no event the term of such sub-license(s) shall extend beyond the Concession Period; and (ii) the terms of such sub-license(s) shall not be contrary to or in derogation of the terms of this Agreement. Further, the role of the Authority shall be limited to monitoring and safeguarding its own and State Government's interests.

6.12.2 The Operator shall ensure to get the format of sub-license deed approved by the Authority prior to its execution and also, submit the copy of the executed and signed sub-license deed(s) to the Authority for its records. The sub-licensee/s shall pay the license fees etc. under the sub-license deeds directly to the Operator. Further, the Project Facility shall be handed back to the Authority upon Termination of this Agreement, free of such sub-licensees.

7. Obligations and Powers of the Authority

7.1 General Obligations

7.1.1 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.

7.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions



of this Agreement and the Applicable Laws, the following:

- (a) the Authority shall bear and be responsible for all costs, expense or charges incurred in making available the Project Site in accordance with Clause 5.2 free from all Encumbrances on *'as is where is basis'* to the Operator and issuing of Declaration of License;
- (b) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide any approvals/ NOCs/ clearances pertaining to the Project that are within its authority to grant for implementation and operation of the Project;
- (c) not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- (d) expeditiously convey its decision on any request of the Operator with regard to any decision sought on carrying out of any alterations, improvements, major repairs and maintenance works, etc., any time during the Concession Period. If some particular time period has been specified in the Agreement for the Authority for responding then within such specified time limit and where no time limit has been specified then within a period no longer than 15 (fifteen) days. However, in the case of emergency and urgent repairs, the Authority should revert within shortest possible time so that the Project Facility or any part thereof and the customers/ visitors are not subject to any risk due to any delay in permission;
- (e) not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation to the Operation and Maintenance of the Project Facility except as may be provided in this Concession Agreement;
- (f) take appropriate action in accordance with the provisions of this Agreement, in case of faults, defaults, defects in operation, fraud investigated or grievances received against the Operator.

7.2 Powers of the Authority

7.2.1 The Authority or the Nodal Officer shall have the powers set out in this Concession Agreement or any other powers required for the proper implementation of the Project, including, (without limitation):

- i. Review compliance to the Maintenance Requirements by the Operator;
- ii. Review compliance by the Operator with the provisions of the Agreement;
- iii. Approve any other matter which it deems necessary for the Operation and Maintenance of Project Facility;
- iv. Impose Damages on the Operator as stipulated under this Agreement;
- v. Review matters arising out of the Complaint Register.



8. Representations and Warranties

8.1 Representations and Warranties of the Operator

The Operator represents and warrants to the Authority that:

- (a) it is duly set up, 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 authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the adequate financial standing and capacity to undertake the Project in accordance with the terms of 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 thereunder 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 and the Operator shall always during the Concession Period, provide correct information to the Authority;
- (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/ By-Laws and/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 any legally binding order of any Competent Authority 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) no order has been made and no resolution has been passed for the winding up of the Operator or for a provisional liquidator to be appointed in respect of the Operator and no petition has been presented and no meeting has been convened for the purpose of winding up the Operator. No receiver has been appointed in respect of the Operator or all or any of its assets. The Operator is not insolvent or unable to pay its debts as they fall due.
- l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Competent Authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- m) 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 entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- n) all rights and interests in the immovable assets incorporated in the Project along with all fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Project Site, 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 the part of the Authority; and
- o) it shall not novate or assign the Agreement and all or any rights and obligations arising therefrom to any party without any written approval from the Authority.

8.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Operator 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 action under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;



- (c) it has the financial standing and capacity to perform its obligations under the 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 Competent Authority which may result in any material adverse effect on the Operator's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) all information provided by it in the Tender Documents in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;
- (h) it has good and valid right for operation of the Project, and has power and authority to give license of the rights to the Operator; and
- (i) upon the Operator completing the Project as per this Agreement, and performing the covenants herein, it shall not at any time during the period of Concession, interfere with peaceful enjoyment of the Project Facility by the Operator, except in accordance with the provisions of this Agreement.

8.3 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 obligation of either Party under this Agreement.

9. Performance Security Bank Guarantee

9.1 Performance Security

9.1.1 The Operator shall submit to the Authority, for the due and punctual performance of its obligations hereunder during the Concession Period, to the Authority, within 21 (twenty-one) days of the date of LOA, a Performance Security of **Rs.10,00,000/- (Rupees Ten Lakh Only)**, in the form of an unconditional and irrevocable Bank Guarantee in favor of "**Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur**" payable at Bilaspur, Himachal Pradesh as per the format given in **Schedule-C** of this Agreement.

9.1.2 Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority



shall release the Bid Security to the Operator.

- 9.1.3 The Performance Security shall be kept valid and in force for the entire duration of the Agreement Period plus 90 (ninety) days, through periodical renewals, prior to the expiry of the subsisting Performance Security. In the event the Operator fails to provide the renewed/ extended performance security prior to the expiry of the subsisting Performance Security, so as to maintain the Performance Security valid throughout the term of the Agreement, the Authority shall have the right to forfeit and appropriate the subsisting Performance Security. Failure of the Operator to maintain the Performance Security in full force and effect throughout the term, in accordance with the provisions hereof, shall constitute Operator Event of Default in terms of this Agreement. All charges, fees, costs and expenses related to the Bank Guarantee shall be borne by and paid by the Operator.

9.2 Appropriation of Performance Security

- 9.2.1 In the event, the Operator is in default or breach of the due, faithful and punctual performance of its obligations or failure to maintain the validity of the Performance Security bank guarantee or failure to meet Conditions Precedent under this Agreement, in the event of there being any claims or demands whatsoever whether liquidated or otherwise against the Operator under this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Performance Security as damages for such default, or loss suffered due to non-completion of obligations/ services within the time period specified herein, or in respect of any dues, demands, damages or claims against the Operator.
- 9.2.2 The decision of the Authority as to any breach/ delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Operator and the Operator specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the Authority under this Concession Agreement is required to be provided in connection with any demand made by the Authority to recover such compensation through appropriation of the relevant amounts from the Performance Security under this Agreement.
- 9.2.3 In the event of encashment of the Performance Security by the Authority, in full or part, the Operator shall within 15 (fifteen) days of receipt of the encashment notice from the Authority provide a fresh Performance Security (of the forfeited amount) or replenish (in case of partial appropriation) the existing Performance Security, as the case may be. The provisions of this Article shall apply mutatis mutandis to such fresh Performance Security. The Operator's failure to comply with this provision shall constitute a default or breach of the Concession Agreement by the Operator, which shall entitle the Authority to terminate this Concession Agreement in accordance with the provisions hereof.

9.3 Release of Performance Security

The Performance Security Bank Guarantee (if subsisting) shall be released to the



Operator 90 (ninety) days after the Transfer Date. The Nodal Officer during the above-mentioned 90 (ninety) days period shall inspect the Project Facility to determine whether any damage, defects or shortcomings is present at the Project Facility. The Operator shall at its cost remove and rectify any defects or shortcomings pointed out by the Nodal Officer by way of written notice or in any report pursuant to the inspection of the Project Facility. If the Nodal Officer is satisfied with the rectification work undertaken, the Authority shall duly discharge and release the Performance Security to the Operator. Provided however, the Authority shall be entitled to recover the cost of rectification of the defects or shortcomings, in case the Operator fails to undertake the same, along with any amounts due or receivable from the Operator under this Concession Agreement from the Performance Security.

10. Rights and Title over the Project Facility

10.1 Transfer of Project Site on License

10.1.1 The Authority shall execute a “**Declaration of License**” in respect of the Project Facility as described in **Schedule-A**, in favour of the Operator in the format prescribed in **Schedule-B** pursuant to completion of Joint Inventory – Site thereby granting to the Operator in accordance with this Agreement, leave and license rights in respect of the Project Facility along with all moveable and immovable assets thereon/ thereat, (the “**Licensed Premises**”), on an “*as is where is*” basis, free from all Encumbrances, to operate and maintain the said Licensed Premises (the “**License**”), 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. The Declaration of License shall run co-terminus with the validity of this Agreement.

10.1.2 It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the rights, upon the Termination of this Agreement for any reason whatsoever.

10.1.3 The Operator, subject to complying with the terms and conditions of this Agreement, shall have the right of use of the Project Site and the Project Facility during the Concession Period in accordance with the terms of this Agreement and such right shall be limited for the purposes mentioned in this Agreement. The Operator shall not use the Project Site or Project Facility for any other purpose not intended herein.

11. Nodal Officer

11.1 Nomination

11.1.1 The Authority shall appoint the Nodal Officer within 7 (seven) days of Agreement Date. The Nodal Officer shall act as the representative of the Authority in respect of the Project.



11.1.2 The Authority may replace/ change the Nodal Officer at any time and inform the Operator the particulars of the new officer appointed in place of earlier Nodal Officer.

11.2 Tenure

11.2.1 The tenure of Nodal Officer shall commence from the date of nomination thereof and shall continue until the end of the Concession Period.

11.3 Roles and Responsibilities

11.3.1 The Nodal Officer will ensure smooth implementation of the Project by undertaking, inter alia, the following roles and responsibilities:

- (i) shall ensure that the Furnishing Works are carried out by the Operator in accordance with the Agreement or as per Good Industry Practice, as applicable;
- (ii) shall oversee and monitor the Operation, Maintenance and Management of the Project Facility in accordance with the provisions of this Agreement and call for information and explanation, in case of deviation, if any;
- (iii) shall ensure that the Operator is adhering to the provisions of this Agreement, directions and instructions of the Authority and/ or the Temple Trust (if any issued) from time to time;
- (iv) shall review the curing of defects and defaults by the Operator in the Operations & Maintenance of the Project Facility or any part thereof, within the prescribed time;
- (v) shall review the security and other arrangements at Visitors Facilities during special events when a lot of visitors are likely to visit the Temple;
- (vi) shall review the safety and security of the Operations & Maintenance of the Project Facility;
- (vii) shall check the Project Facility to ensure that the Operator does not stock, store, exhibit or sell any items which are repugnant to the public order, morality or decency or religious sentiments;
- (viii) shall monitor the redressal of complaints and grievances from the Users related to the Project Facility and duly report the same to the Authority;
- (ix) shall report to the Authority regularly cases of any defaults, defects in operation, fraud investigated or grievances received against the Operator and thereafter ensure that the Operator complies with the remedial measures suggested by the Authority; or
- (x) any other duty which is considered in the overall interest of the Project as per the directions of the Authority.

11.3.2 The Nodal Officer shall inspect the Project Facility at least once in 3 (three) months during the O&M Period or at such shorter intervals as deemed appropriate, to determine its condition including its compliance with the provisions of this



Agreement. The Project Manager/ the Operator shall extend full co-operation to the Nodal Officer in performing its functions. The Nodal Officer shall make a report of such inspection (the “**O&M Inspection Report**”) stating in reasonable detail any remedial measures required to be taken by the Operator with particular reference to the Maintenance Requirements and safety aspects, and send a copy thereof to the Authority and the Operator within 7 (seven) days of such inspection.

11.3.3 The Operator shall take appropriate remedial measures required to be taken in view of the observations, if any, set out in the O&M Inspection Report and furnish a compliance report in respect thereof to the Nodal Officer and the Authority within 7 (seven) days of receiving the O&M Inspection Report; in case such remedial measures are likely to take more than 7 (seven) days, the Operator shall submit progress update (via email) of the repair works once every week until such works are completed in conformity with this Agreement. Provided however, where the Authority at its sole discretion determines that the remedial measures in relation to any damage to internal/ external structure(s) caused should be undertaken by the Authority itself through its contractor, then such remedial measures shall be carried out by the Authority at the cost and expense of the Operator. The Operator shall accept such determination and not object to the same.

11.3.4 In the event the remedial measures are not initiated/ completed by the Operator as directed by the Authority/ Nodal Officer to keep the Project Facility safe, secure and in good condition, the Authority shall be entitled to recover Damages from the Operator as set forth in Clause 6.10.

11.3.5 Any act of omission/ commission on the part of the Nodal Officer in respect of its functioning shall not (i) amount to any consent or approval or waiver of the activities of the Operator; and (ii) release or discharge of the Operator of its obligation in part or full, to carry out the Operations & Maintenance of the Project Facility in compliance with the provisions of this Agreement.

12. Force Majeure

12.1 Meaning of Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence at the Project Site in Bilaspur, Himachal Pradesh of any or all of events, as defined in Clause 12.2 if it leads to non-performance of its obligations by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event:

- (i) is/ are beyond the reasonable control of the Affected Party;
- (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice; and
- (iii) has Material Adverse Effect on the Affected Party.



12.2 Force Majeure Events

A Force Majeure Event shall mean occurrence of one or more of the following acts or events:

- (a) Act of God, epidemic, pandemic, earthquake, landslide, cyclone, flood, chemical or radioactive contamination, fire or explosion (originating from a source external to the Project Facility);
- (b) any civil commotion, boycott or political agitation, lockdowns, curfew, embargo, blockade in Bilaspur interrupting business operations & services at the Project Facility for a consecutive period of 14 (fourteen) days or more in an Accounting Year;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator 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;
- (d) 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
- (e) 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 in Bilaspur interrupting business operations & services at the Project Facility;
- (f) Industry-wide or State-wide strikes or industrial action for a continuous period of 14 (fourteen) days in an Accounting Year, which interrupt business operations & services at the Project Facility;
- (g) compulsory acquisition in national interest or expropriation of any Project Facility or rights of the Operator;
- (h) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Operator; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit.

12.3 Duty to Report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice within



36 (thirty six) hours of the occurrence of the event 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 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; and
- (d) any other information relevant. The Affected Party shall not be entitled to any relief under the Agreement 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 within 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.

12.4 Effect of Force Majeure Event

12.4.1 Upon the occurrence of any Force Majeure Event :

- (i) before COD, the time for completion of Furnishing Works shall be extended by a period equal in length to the duration of the Force Majeure Event; or
- (ii) after COD, whereupon the Operator is unable to keep the Project Facility open for business or it is directed by the Authority to close the Project Facility during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Project Facility was closed for business on account thereof.

12.5 Allocation of Costs Arising out of Force Majeure

Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. 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.

12.6 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a continuous period of 90 (ninety) 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 14 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.

12.7 Consequences upon Termination for Force Majeure Event

12.7.1 In the event of Termination on account of Force Majeure Event, the Project Site along with all immovable assets whether belonging to the Authority and/ or the Operator shall revert to the Authority, without any obligation of the Authority to pay or adjust any consideration or other payment to the Operator. Provided however, the Operator shall be entitled to take away its movable assets only that are brought and incorporated into the Project Facility by it at its cost, without damaging the Project Site or any part thereof. Provided however, any fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Project Facility which if tried to be removed or dislocated, can cause damage to any structure present at the Project Facility cannot be removed by the Operator and shall be mandatorily handed over to the Authority free of cost. The Performance Security shall be released to the Operator by the Authority.

13. Termination

13.1 Termination for Operator's Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator 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 30 (thirty) days from the date of notice of default (the "**Default Notice**") from the Authority, the Operator shall be deemed to be in default of this Agreement (the "**Operator's Event of 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 partially or fully invoked and appropriated by the Authority as per this Agreement and the Operator fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) The Operator does not make payment to the Authority and remains in default for a period of more than 15 (fifteen) days from the due date of payment. However, in case of payment of Annual Concession Fee, any default by the Operator in payment beyond 4 (four) weeks from due date shall tantamount to Operator's Event of Default;
- (c) The Operator defaults on any of its obligations specified in this Agreement including any default pertaining to compliance with the Applicable Laws and



Applicable Permits and continues to be in default;

- (d) The Operator creates any Encumbrances, charges or lien in respect of the Project Facility, Project Site or any part thereof in favor of any Person;
- (e) The Operator allows or undertakes at the project Facility, any Prohibited Activities as specified in **Schedule-F** or any other actions or activities which violate the sacredness of the area and/or shows disrespect to the Temple or hurt the religious sentiments of the people or is against moral decency or is likely to cause detriment to the Project Facility;
- (f) The Operator has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- (g) The Operator commits a material default in complying with any other provision of this Agreement, directions of the Authority/ Competent Authority and continues to remain in default;
- (h) The Operator novates and/or assigns the Agreement to any third party without any prior approval for the same from the Authority;
- (i) The Operator indulges in any sort of construction activity or structural alterations at the Project Facility or demolishes any structure at the Project Facility without prior written approval of the Authority;
- (j) The Operator abandons or manifests intention to abandon the Project without prior written consent of the Authority;
- (k) The Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement or repudiation thereof;
- (l) Change in the management and/ or control of the Operator entity which according to the Authority has a Material Adverse Effect on the Project;
- (m) The Operator 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.

13.2 Procedure to issue Termination Notice

Upon occurrence of an Operator's Default, which remains uncured even after issuance of Default Notice to the Operator by the Authority, shall entitle the Authority to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days' time to the Operator 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. Provided however, if the Operator cures the underlying Event of Default to the satisfaction of the Authority at any time before the Termination becomes effective, the Termination Notice shall be withdrawn by the Authority.

13.3 Termination for Authority Event of Default



13.3.1 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 60 (sixty) 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 Event of Default**”) unless the default has occurred as a result of any breach of this Agreement by the Operator or due to Force Majeure. The defaults referred to herein shall include:

- i. 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 Operator; or
- ii. 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.

13.3.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of a Authority Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to 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. Provided however, if the Authority cures the underlying Event of Default at any time before the Termination becomes effective, the Termination Notice shall be withdrawn by the Operator.

13.3 Consequences of Termination

13.4.1 Upon Termination of this Agreement either by the Authority on account of an Operator Event of Default or by the Operator on account of Authority Event of Default under this Article 15, the Project Site along with all immovable assets whether belonging to the Authority and/ or the Operator shall revert to the Authority, without any obligation of the Authority to pay or adjust any consideration or other payment to the Operator. Provided however, the Operator shall be entitled to take away its movable assets only that are brought and incorporated into the Project Facility by it at its cost, without damaging the Project Site or any part thereof. Provided however, any fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Project Site which if tried to be removed or dislocated, can cause damage to any structure present at the Project Site cannot be removed by the Operator and shall be mandatorily handed over to the Authority free of cost upon the Transfer Date.

Provided however, in case of Termination of this Agreement on account of an Operator Event of Default, the Performance Security of the Operator shall be retained and forfeited by the Authority and in case of Termination of this Agreement on account of Authority Event of Default, the Performance Security of the Operator shall be released by the Authority to the Operator in accordance with Clause 9.3 of this Agreement.



13.5 Other Rights of the Authority and Obligations of the Operator

13.5.1 Upon Termination of this Agreement for any reason whatsoever, the Authority shall:

- (a) be deemed to have taken possession and control of the Project Facility and Project Assets forthwith subject to the right of the Operator to take away any moveable assets brought by it to the Project Facility at its cost, without causing any physical damage to the Project Site or any part thereof including the structures;
- (b) require the Operator to comply with the Divestment Requirements set forth in Article 16;
- (c) succeed upon election by the Authority expressly in writing (*at its sole discretion*), without the necessity of any further action by the Operator, to the interests of the Operator under such of the Third Party Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to such third party only for compensation accruing and becoming due and payable to them under the terms of their respective Third Party Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such third parties 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 Operator and such third parties, and the Authority shall not in any manner be liable for such sums.

13.6 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, 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 Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

13.7 Liability for defects after Termination

The Operator shall be responsible to repair and rectify all defects and deficiencies in the Project Facility for a period of 90 (ninety) days after Termination, at its own cost. In the event that the Operator fails to repair or rectify such defect or deficiency within such period as specified by the Authority or within a period of 21 (twenty one) days from the date of notice issued by the Authority in this behalf, whichever is later, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Operator 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 Performance Security of the Operator and the balance if any left shall be paid by the Operator to the Authority.



14. Divestment of Rights and Interest

14.1 Divestment Requirements

14.1.1 Upon Termination of this Agreement, there shall be divestment of all rights and interest of the Operator in the Project and the Operator shall comply with and conform to the following Divestment Requirements:

- a) deliver/ surrender/ transfer and assign forthwith the actual or constructive possession of the furnished Project Facility along with all the Project Assets to the Authority or its nominated agency, as the case may be, free and clear of any charges, liens, assignment and Encumbrances created or suffered by the Operator after the Agreement Date. However, the Operator shall be allowed to take away all the moveable assets brought by it without damaging the Project Site or any part thereof including structures;
- b) cure the Project Facility and the Project Assets which are to be handed back to the Authority, of all defects and deficiencies;
- c) withdraw personnel of the Operator deployed on the Project Facility and upon such withdrawal, ensure that such personnel continue to be the personnel/ employees of the Operator and the transfer of the Project Facility shall not in any manner affect their status as personnel of the Operator and they shall have no claim to any type of employment or compensation from the Authority or the Temple Trust or its nominated agency;
- d) to the extent possible assign to the Authority or to the Temple Trust or its nominated agency (only if so requested by the Authority) at the time of transfer all unexpired guarantees and warranties by vendors in respect of all the Project Assets handed back by the Operator under this Clause. The Operator shall ensure that any rights, which are to be so assigned, are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterpart to the Operator;
- e) 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 Operator in the Project Site, including manufacturers' warranties in respect of any services, 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;
- f) ensure that at the time of transfer of the Project Site along with all Project Assets shall be in good condition as is reasonable in all the circumstances, taking into account their age, the design, materials used, and maintenance carried out;
- g) until the Transfer Date and completion of all Divestment Requirements herein, all risks shall lie with the Operator for loss of or damage to the whole or any part of the Project Facility, unless the loss or damage is due to an act or omission of the Authority in contravention of its obligations under this Agreement. The Operator, if required, shall provide fair and just compensation



to such personnel as required under the Applicable Laws or under this Agreement, and shall indemnify the Authority against any and all claims such personnel may make for loss of office, redundancy, loss of employment or otherwise. The Authority shall accept absolutely no liability on account of any matter pertaining to the Operator's personnel, employees, staff or labour;

- h) the Operator shall be responsible for the costs and expenses, incurred in connection with the transfer of the Project Facility to Authority under this Clause 14;
- i) on the Transfer Date, the declaration of license shall automatically terminate and the Operator, its agents, employees, personnel and sub-licensees shall vacate the Project Site and handover peaceful possession of the Project Site along with all the Project Assets other than the moveable assets brought by the Operator or its sub-licensees which they are allowed to take away without damaging the Project Site or any part thereof including structures;
- j) from the Transfer Date, the obligations and the rights of the Operator under this Agreement shall terminate and he shall no longer act in its capacity as the Operator in relation or pursuant to this Agreement; and
- k) 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 Operator in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

14.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Third Party Agreements to perform or procure the performance by a third party of any of the obligations of the Operator, 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.

14.2 Inspection and Cure

Not earlier than 60 (sixty) days prior to Termination but not later than 30 (thirty) days prior to the effective date of such Termination, the Nodal Officer along with the Operator's Representative shall jointly verify, after giving due notice to the Operator, specifying the time, date and venue of such verification and/or inspection, compliance by the Operator with the Maintenance Requirements. Defaults, if any, in the Maintenance Requirements shall be cured by the Operator at its cost and the provisions of Clause 13.7 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 16.

14.3 Divestment costs etc.

14.3.1 The Operator shall bear and pay all costs incidental to meeting the divestment requirements set forth in this Article 14 in favour of the Authority upon Termination including all stamp duties payable on any deeds or documents executed by the Operator in connection with such divestment.



14.4 Cooperation and assistance on transfer of Project

14.4.1 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 Parties.

14.4.2 The Parties shall provide to each other, 3 (three) 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 Operator shall further provide such reasonable advice and assistance as the Authority, its Operator or agent may reasonably require for operation of the Project until the expiry of 3 (three) months after the Transfer Date.

14.5 Vesting Certificate

The divestment of all rights and interest in the Project Facility 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 (the “**Vesting Certificate**”), in the format at **Schedule-D**, which will have the effect of constituting evidence of divestment by the Operator of all of its rights and interest in the Project Facility/ Project Site along with all immovable assets and fittings & fixtures (whether belonging to the Authority or the Operator) which are embedded/ fixed/ attached to any part of the structures of the Project Site, 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 Facility on the footing that all divestment requirements have been complied with by the Operator.

15. Liability and Indemnity

15.1 General indemnity

The Operator will indemnify, defend, save and hold harmless the Authority and its officers, employees, agents and consultants against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or any related Agreement and/or incidental thereto, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority's indemnified persons.

15.2 Liability of the Authority

The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of defect in title



and/or the rights of the Authority in the Project Facility given on Concession to the Operator.

Provided that the liability of the Authority in any case or in any manner whatsoever, with respect to this Clause 15.2 shall be limited to the sum not exceeding the amount equal to six months of Concession Fee received by the Authority before identification or occurrence of such an event.

15.3 Indemnity by the Operator

Without limiting the generality of Clause 15.1, the Operator shall fully indemnify, hold harmless and defend the Authority from and against any and all costs, expenses, loss and/or damages arising out of or with respect to the following:

- (a) Failure of the Operator to comply with any Applicable Laws and Applicable Permits;
- (b) Payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's contractors, agents, suppliers and representatives; or
- (c) Non-payment of amounts due as a result of materials or services furnished to the Operator which are payable by the Operator.
- (d) Breach by the Operator of any of its obligations under this Agreement.

15.4 No consequential claims

Notwithstanding anything to the contrary contained in this Article 15 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 or business opportunity, except as expressly provided in this Agreement.

15.5 Survival on Termination

The provisions of this Article 15 shall survive the Termination.

16. Dispute Resolution

16.1 Dispute Resolution amicably

16.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure set forth under this Clause 16.

16.1.2 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.

16.2 Conciliation

16.2.1 In the event of any Dispute between the Parties remaining unresolved through direct discussion for a period of 21 (twenty one) days, either Party may call upon the **Secretary (Language, Art & Culture) Government of Himachal Pradesh** to mediate and assist the Parties in arriving at an amicable settlement thereof. If the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Sub-Clause 16.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the appropriate civil courts at Bilaspur, Himachal Pradesh for adjudication.

17. Assignment and Charges

17.1 Restrictions on assignment and charges

17.1.1 The Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, either in part or full, except with prior consent of the Authority.

17.1.2 The Operator shall not assign in favour of any person any right or benefit that has not been provided to the Operator by the Authority.

17.1.3 The Operator shall neither create, nor permit creation or subsistence of any Encumbrance in/ on the Project Facility. It is further clarified that any assignment or license on the Project Facility, given to the Operator, shall expire upon termination of this Agreement.

17.1.4 The Operator shall not in any manner sell, transfer, assign, mortgage, charge, create lien or otherwise Encumber or deal with the Project/ Project Site/ Project Assets/ Project Facility in any manner whatsoever. The Operator acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

18. Disclaimer

18.1 Disclaimer

18.1.1 The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the Bid Documents, Scope of the Project to be executed, the Project Facility, provision for providing quality services, local conditions, possible demand and all information provided by the Authority, or obtained, procured or gathered otherwise and has determined to its satisfaction its accuracy or impact otherwise 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 or implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.



- 18.1.2 The Operator hereby acknowledges and accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Sub-Clause 18.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator or any person claiming through or under this Agreement.
- 18.1.3 The Operator further acknowledges that it, or any entity claiming under it, shall have no recourse against Authority if it is, at a later date, found that the Project Site is deficient in any manner whatsoever, and in the event of any mistake made or misapprehension harboured by the Operator in relation to any of the foregoing provisions of this Clause. If a deficiency is found, the Operator acknowledges and agrees that it shall, at its own cost, take all appropriate measures to remedy the same in order to undertake the Project.
- 18.1.4 Subject to the provisions of this Agreement, the Operator shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the financing, operation, maintenance and management of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Operator shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

19. Miscellaneous

19.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Bilaspur, Himachal Pradesh only shall have jurisdiction over matters arising out of or relating to this Agreement.

19.2 Waiver of Immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitutes 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 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.



19.3 Delayed Payments

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, it shall be within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond the stipulated period, the defaulting Party shall pay penalty for the period of delay calculated at a rate equal to SBI MCLR + 4% (four per cent) per annum, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

19.4 Waiver

19.4.1 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 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.

19.4.2 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 provided herein.

19.5 Liability for Inspection of Documents

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or inspection by the Nodal Officer or the Authority of any document submitted by the Operator nor any observation or inspection of any document or operations conducted at the Project Facility hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) the Authority shall not be liable to the Operator in any manner by reason of any review, comment, approval, observation or inspection referred to in Sub clause (a) above.

19.6 Exclusion of Implied Warranties etc.

19.6.1 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.

19.6.2 The Parties agree that there is no express or implied warranty or guarantee given by the Authority to the Operator of any minimum business or minimum sales or revenue generation at the Project Facility and no term of this Agreement shall be interpreted to imply any such warranty or guarantee.

19.7 Survival

19.7.1 Termination shall:

- a) not relieve the Operator 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.

19.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

19.8 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.

19.9 Amendments

Any alteration or modification of this Agreement shall be made in writing by way of an indenture of Amendment to this Agreement duly agreed and signed by both the parties. No oral alterations or amendment shall be enforceable.

19.10 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.



19.11 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.

19.12 Third Parties

This Agreement is intended solely for the benefit of the Parties, 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, unless expressly provided in this Agreement.

19.13 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their lawful successors and assigns, as per the provisions of this Agreement.

19.14 Notices

- 19.14.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated below by hand or registered post or speed-post or courier. It may also be delivered by facsimile or email.

If to the Authority :

Address :

Tel: No.

Fax No.

Email Id :

Attention : **Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur**

If to the Operator:

Address :

Telephone :

Fax :

Email Id :

Attention :

- 19.14.2 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other case, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.



19.15 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 the English or Hindi language.

19.16 Counterparts

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority

For and on behalf of the Operator

..... (Signature)

..... (Signature)

(Name) (Designation)

(Name) (Designation)

In the presence of witnesses :

Signature

Signature

Name

Name

Address

Address



SCHEDULES TO THE AGREEMENT



VOLUME –III
SCHEDULES TO CONCESSION AGREEMENT



INDEX OF SCHEDULES

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HPIDB Website-08-09-2022



Schedule -A: Description of Project Facility

The Visitors Facilities are within the Temple precinct which is built on approximately 2-2.5 Bighas of land and has been recently constructed. The Visitors Facilities are spread across 3 (three) blocks i.e. the Car Parking Block, TRC Block and the VIP Block. All these blocks are interconnected for convenience and seamless movement of the visitors across different blocks.

A.	Car Parking Block
1.	<ul style="list-style-type: none">• Parking for about 30 vehicles• 5 new shops• Separate toilets for males and females (3+3) and 1 caretaker's room• DG (Diesel Generator) room
2.	<ul style="list-style-type: none">• Covered Car Parking for about 30 vehicles• Separate toilets for males and females (3+3) and 1 caretaker's room
3.	<ul style="list-style-type: none">• Large Multi-purpose hall• Separate toilets for males and females (3+3) and 1 caretaker's room• 1 room with attached kitchen• Water tanks with a capacity of about 11,000 Liters
B.	TRC Block (Ground Floor)
1.	<ul style="list-style-type: none">• Reception Floor• Office Room• separate toilets for males and females (1+1)
2.	Rain shelter at first floor with 5 benches
C.	VIP Block
1.	<ul style="list-style-type: none">• 2 Langar halls (1&2)• 1 Kitchen• 1 Store room• Dish washing area and hand washing facility
2.	<ul style="list-style-type: none">• 6 VIP Rooms with attached toilets and balconies• 1 VIP Suite Lounge (2 Rooms with attached kitchenette, toilet and balcony)
3.	<ul style="list-style-type: none">• Multi-purpose hall• Common toilets male and female (2+2)• 2 store rooms• Kitchen
4.	<ul style="list-style-type: none">• Granite stone sitting benches• Paver blocks flooring

**Schedule-B: Declaration of License***(See Clauses 5.2 & 10.1)*

This is to declare that the License rights along with right to use and right of way in terms of the Concession Agreement dated _____ in respect of the Project Facility comprising of Visitors Facilities located within the Markandeya Temple precinct, Bilaspur along with existing movable and immovable property thereon including all fittings & fixtures thereat, belonging to the Temple and comprising the Project Site as defined in the Concession Agreement, are hereby granted by the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur (i.e. the Authority/ Licensor) for and on behalf of the Temple Trust in favour of M/s _____ (i.e. the Operator) for a period co-terminus with the term of the Concession Agreement, specifically for the purpose of **“Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode”** (the “Project”), on this the _____ day of _____, 20__.

It is further confirmed that the Authority has represented and confirmed to the Operator that the Authority is legally authorized and fully empowered to convey the aforesaid license rights in respect of the Project Facility/ Project Site in favour of the Operator and the same has been done by the Authority in compliance with the all Applicable Laws. The Project Site is to be used by the Operator strictly in accordance with the provisions of the Concession Agreement dated _____ and for the purposes permitted under the said Concession Agreement and for no other purpose whatsoever.

**Commissioner (Temple)-cum-Deputy Commissioner,
Bilaspur Himachal Pradesh**

Accepted by:

For and on behalf of the Operator

Name :

Designation:



Schedule-C: Format of Performance Security
(See Clause 9.1)

Bank Guarantee No.

Issuer of Bank Guarantee

(Name of Bank)

(Hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee

Details of the Bank of the Beneficiary

Bank: <> Branch:<> IFSC

Code:<>

Nature of the Bank Guarantee

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee

Concession Agreement (hereinafter referred to as the “Concession”) to be executed amongst Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur [Hereinafter referred to as the “Authority”] and M/s_____ (name of the Selected Bidder) [hereinafter referred to as the “Operator”] for the Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode.[hereinafter referred to as the “Project”], provided, however, such context of the Bank Guarantee or reference to the Concession in this Bank Guarantee shall be in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Bank Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon at any stage to adversely affect or dilute the Unconditional and Irrevocable nature of this Bank Guarantee. The Contract of the Bank Guarantee is an Independent Contract between the Bank and the Authority and is not dependent upon the execution or performance of any Contract/Agreement amongst the Authority and the Selected Bidder/ Operator.



As per the terms of the Concession Agreement, the Operator is required to furnish to the Authority, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ /- (Rupees only) as security for due and punctual performance/ discharge of its obligations under the Concession Agreement for the Agreement Period.

Operative part of the Bank Guarantee

1. At the request of the Operator, we(name and address of the bank), hereinafter referred to as the (“**Bank**”), do hereby unconditionally and irrevocably affirm and undertake that we are the guarantor and are responsible to the Authority i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ (Rupees _____ only), such sum being payable by us to the Authority immediately upon receipt of the first written demand from the Authority.
2. We unconditionally and irrevocably undertake to pay to the Authority, on an immediate basis, upon receipt of first written demand from the Authority without any cavil or argument or delaying tactics or reference by us to the Operator and without any need for the Authority to convey us any reasons for invocation of the Guarantee or to prove failure on the part of the Operator or to show grounds or reasons for the demand or sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).
3. We hereby waive the necessity of the Authority to demand the said amount from the Operator first prior to serving a demand notice upon us for the encashment of this Bank Guarantee Amount.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Authority that the Authority will be the sole and exclusive judge to determine that whether or not any sum or sums are due and payable to it by the Operator, which are recoverable by the Authority by invocation of this Guarantee.
5. The Guarantee will not be discharged due to a change in the constitution of the Bank or the Operator. We undertake that to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Authority.
6. We unconditionally and irrevocably undertake to the Authority, any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any dispute or disputes raised by the Operator or anyone else in any suit or proceedings before any dispute review arbitrator, court, tribunal or other Authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Authority, shall be valid discharge of our liability for payment under the Guarantee and the Operator shall have no claim against us for making such payment.



7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid till_
8. This Bank Guarantee is issued by the Bank having its office at _____, but as per the Authority's requirement, this Guarantee can be encashable/ negotiable at the Bank's branch at Bilaspur, Himachal Pradesh having address at _____.

Notwithstanding anything contained herein:

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

Signed and sealed this _____ day of _____ 20__ at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

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

Notes:

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



Schedule-D: Vesting Certificate
(See Clause 14.5)

1. The Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur (the “**Authority**”) refers to the Concession Agreement dated _____ (the “**Agreement**”) entered in to between the Authority and M/s _____ (the “**Operator**”) for “**Selection of a Service Provider for Operation, Maintenance, Management and Transfer of Visitors Facilities within Markandeya Temple Precinct, Bilaspur, Himachal Pradesh on Public Private Partnership (PPP) mode**” (the “**Project**”).
2. The Authority hereby acknowledges compliance and fulfillment by the Operator of the Divestment Requirements set forth in Article 14 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired the management control of the Project Facility and all interest of the Operator 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 constructed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/ or relieving the Operator in any manner of the same.

Signed this _____ day of 20___ at Bilaspur.

SIGNED, SEALED AND DELIVERED

For and on behalf of Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur by:

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



Schedule-E: Certificate of Compliance
(See Clause 5.6)

Ref. No.....

Dated

To,

[Name & Address of Operator]

This is to certify that both the Parties i.e. the Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur and the Operator i.e. M/s have fulfilled their respective Conditions Precedent as laid down in Clause 5.2 & 5.3 respectively of the Concession Agreement dated executed between Commissioner (Temple)-cum-Deputy Commissioner, Bilaspur and the Operator.

Hence, the Parties have mutually decided to declare .../.../ 20..... as the Compliance Date for the purpose of commencement of Concession Period, in terms of Clause 5.6 of the Concession Agreement.

[Signed]

[Signed & stamped]

[Name & Designation of the Officer]

[Name & Designation of the Operator's Representative]



Schedule-F: List of Prohibited Activities
(See Clause 6.1)

The following activities shall be strictly prohibited in the Project Facility:

1. Gambling activities;
2. Smoking and sale/ purchase of tobacco products;
3. Serving and consuming of non-vegetarian food;
4. Serving and consuming of alcoholic beverages and products;
5. Any activity that is unlawful/ illegal or deemed unlawful under any Indian Act or legislation;
6. Any activity prohibited by the Temple Trust.



Schedule-G: Maintenance Requirements (See Clause 6.10)

1. General

- 1.1 From the Compliance Date, the Operator shall undertake the prescribed operations and shall maintain the Project Facility in accordance with the provisions of the Concession Agreement.

The inclusion of the following goals shall help a facility formulate a successful operation and maintenance strategy for the Project:

- a) Perform maintenance on a routine and periodic basis.
- b) Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- c) Establish a maintenance list for planned operation of utilities and maintenance thereof. Follow an orderly program so that maximum operational efficiency is enhanced.
- d) Conserve energy and resources by ensuring maximum operating efficiency of energy-consuming equipment and systems.
- e) The users of the Project are to be provided well-maintained facilities and services.
- f) Identify and implement possible improvements that will result in more efficient operation of the Project Facility.

2. Maintenance Requirements

- 2.1 The Operator shall, at all times, operate and maintain the Project Facility in accordance with the provisions of the Agreements, Applicable Laws and Applicable Permits. In particular, the Operator shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-G (the “**Maintenance Requirements**”).

- 2.2 The Operator shall repair or rectify any defect or deficiency set forth in Paragraph 3 of this Schedule-K within the time limit specified therein. In case of any failure in this regard, the same shall constitute a breach of the Concession Agreement. **Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Penalty @ 0.25% (zero point two five percent) of the amount of Performance Security for each day of delay until the defect is repaired/ rectified, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.**

3. Repair/rectification of defects and deficiencies

The obligations of the Operator in respect of Maintenance Requirements shall include repair and rectification of defects and deficiencies specified in Annex-I of the Schedule-K within the time limit set forth therein.



4. Other defects and deficiencies

- 4.1 In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Operator shall undertake repair or rectification in accordance with Good Industry Practice.
- 4.2 In respect of any defect or deficiency not specified in Annex-I of this Schedule-K, the Nodal Officer shall specify the permissible limit of deviation or deterioration with reference to Good Industry Practice, and any such deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Operator within the time limit specified by the Nodal Officer.

5. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-G, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Operator shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Nodal Officer, and conveyed to the Operator and the Authority with reasons thereof.

6. Emergency repairs/ restoration

Notwithstanding anything to the contrary contained in this Schedule-G, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Operator shall promptly take all reasonable measures for eliminating or minimizing such danger.

7. Inspection by the Operator

The Operator shall undertake a monthly visual inspection of the Project Facility and maintain a record thereof in a register. Such record shall be kept in safe custody of the Operator and shall be open to inspection by the Authority and the Nodal Officer any time during office hours.

8. Divestment Requirement

All defects and deficiencies specified in this Schedule-G shall be repaired and rectified by the Operator so that the Project conforms to the Maintenance requirements on the Transfer Date.

**Annex-I (Schedule-G)****Repair / Rectification of Defects and Deficiencies**

The O&M of the Project Facility shall be carried out to maintain the performance standards, which shall comprise, but shall not be limited to that described below.

- a) The performance levels define the level at which the Project is to be operated & maintained.
- b) The obligation of the Operator with respect to Maintenance Requirements shall include the rectification of the defects and deficiencies specified below within the time limit set forth against such deficiency or defect.
- c) Notwithstanding anything to the contrary contained in this Schedule, if any defect, deficiency or deterioration in the Project poses danger to the life and property of the Users thereof, the Operator shall promptly take all reasonable measures in consultation with Authority/ Nodal Officer for elimination or minimizing such danger.

1. Performance Standard for Operations

The operations management shall include the following operations:

1. Regular Operations
2. Emergency Operations

While carrying out operations at the Project Facility, the Operator shall follow all the rules and regulations of the Temple Trust, the Authority and concerned Competent Authority/ies. The Operator shall ensure that no non-vegetarian food/ alcoholic beverages/ tobacco products are stored or sold at the Project Facility. The Prohibited List of activities are mentioned in Schedule-F.

1.1 Regular Operations

In respect of Regular Operations at the Project Facility, the Operator shall ensure good service standards and practices. He shall adhere to the following Performance Indicators:

Component	Operation	Performance Indicator
Pathways, driveways, parking area, entrance, pavements	The Operator has to ensure smooth and seamless movement of Users and vehicles	These shall be properly maintained clear of debris, stagnant water, weed growth, smooth without cracks or



		potholes or broken tiles.
Toilets	The Operator has to ensure availability of clean and functional toilets at all times.	It shall remain operational 24 hours a day, throughout the year.
Water Chambers	The Operator has to ensure availability of clean drinking water (both hot and cold as per weather requirement) at all times.	It shall remain operational 24 hours a day, throughout the year.
Rooms	The Operator has to ensure availability of clean, comfortable and decently equipped rooms at all times.	These shall remain functional and available subject to booking schedule. Turndown services and other housekeeping services to be provided on demand.
Multi-purpose Halls	The Operator has to ensure availability of clean and decently equipped Halls at all times.	These shall remain functional and available subject to booking schedule.
Kitchen	The Operator has to ensure good operation of the kitchen	To remain operational 12 (twelve) hours a day throughout the year. It should be well ventilated with proper exhaust. Provision for fire-fighting, water and good lighting. The Operator shall ensure that the kitchen is operated in a clean, healthy and hygienic manner. Food is prepared ensuring compliance with relevant FSSI norms and regulations. Extra cylinders should not be stored near the cooking area.
Parking Area	The Operator has to ensure that the vehicles are parked at the designated parking areas and also ensure ease of entry/ exit of vehicles.	The parking area shall be open to vehicles 24x7 throughout the year.
Security	A closed circuit system shall be strategically installed to keep track of	The Project Facility security staff shall be on duty and all equipments related to security/



	<p>pickpockets, thieves & general surveillance of the project facility. The cameras that will be installed shall also be capable of recording footage during night time and during low illumination in its field of view.</p> <p>The Operator shall employ security staff to ensure safe operations during day and night.</p>	<p>surveillance of the Project Facility shall be operational, for 24x7 throughout the year.</p>
Water Supply	<p>The Operator has to ensure adequate water supply through over-head water tanks.</p>	<p>Water Supply shall be available for 24 hours at all the desired places like toilets, shops, kitchen, fire-fighting tank (if any), drinking water chambers, etc. at the Project Facility.</p> <p>Water supply in the washrooms attached to the rooms and kitchen areas shall be for both hot and cold water</p>
Electricity and Lighting	<p>The entire Project Facility should be adequately lighted at all times</p>	<p>Electricity shall be available for 24 hours. Any new electrical installations shall comply with IS codes and should be energy saving.</p>
Standby Generator Sets		<p>Standby generator sets to supply power to the Project Facility must be available at all times in case of disruption or breakdown in power supply.</p>
Telecommunication Equipment		<p>These shall remain functional throughout.</p>
Fire Fighting Equipment		<p>This shall be fully operational and functional throughout the year.</p>



Operation and Maintenance Office		This shall remain open for 12 hours (8:00 AM – 8:00 PM) a day and throughout the year to ensure the supervisory functioning of the Project Facility.
Staffing	The Operator has to ensure adequate staff required for day to day operations at the Project Facility	Adequate and trained Staff shall be available at all times. No staff shortages is allowed.
Signs & Marking	The Operator has to ensure proper signs and marking at the Project Facility at all times	The signs and marking shall be in appropriate locations, clearly visible during day and night and should offer clear and concise information.
Trees, shrubs, hedges, grass, flower beds	Healthy and attractive	Trees, shrubs, hedges, etc. should be kept trimmed and pruned to maintain healthy growth. Flower beds should be kept clear of weed/ grass growth. Flowers to be planted as per season. No broken flower pots to be kept. These pots to be painted atleast once a year.
Gutter and Drains	Clear and flowing	These should be kept clear from litter, leaves, weeds, extraneous material and bad smell.
Waste	Segregation of Wet and Dry/ Solid Waste	The Operator to strictly ensure compliance with the segregation of waste requirements at all the facilities within the CSLC.

1.2 Emergency Operations

- (a) The Operator shall be responsible for minimizing emergency situations at the Project Facility. The Operator shall provide and maintain requisite equipment including fire-fighting and adequate water supply, internal communication system and alarms, minimum aisle space, and provisions for contacting local authorities.
- (b) The Operator shall prepare and maintain emergency preparedness plan for facility and train all the personnel working in the facility in order to respond appropriately in such



situation and carry out these plans in the event of an actual emergency. The plan shall be provided to the Nodal Officer.

- (a) The emergency plan should describes arrangements with local authorities and lists names, addresses, and telephone numbers of all people qualified to act as emergency coordinators. If more than one emergency coordinator is listed, a primary contact must be designated.
- (d) The Operator with the assistance of Temple administration/ Authority/ Nodal Officer liaison with the nearby emergency services such as trauma centers, hospitals, police station, fire brigade office.

2. Performance Standards for Maintenance

2.1 Routine Maintenance Performance Standards

S. No.	Serviceability Indicator	Required Maintenance Level	Permissible Time Limit for repairs/ rectifications
Civil Works			
1	Potholes and cracks in the pavement Broken tiles/ dislodged pavers	Potholes: Max. 3 numbers Cracks: Max. 5% in the circulation area	Potholes & Cracks shall be repaired within 7 days after their detection. Broken/ missing tiles/ dislodged pavers shall be replaced/ fitted within 7 days.
2.	Cracks in building, walls, roofs and terraces, water tanks		Cracks shall be repaired within 7 days after their detection.
3.	Worn out areas, holes in floors, damaged edges and joints of concrete/ cement works		Shall be repaired within 15 days after their detection.
4.	Boundary Walls		Any damage/ breach to the boundary wall of the Project Facility shall be rectified within three (3) days after their detection.
5.	Walls shall be clean without any paint wearing.	No stains, splits, weathered paint to be left exposed	Any stains, splits, weathered paint on the walls of the project facility shall be cleaned within 2 days.
6.	Pavement Surface shall be clean, without debris	Nil	Soil debris, trash and other objects on the surface shall be removed within 2 hours.



7.	Flooring & skirting, should be intact	Maximum 5% per 1000 sq.mtr. area	Any damaged, missing, crack tiles in Flooring, Skirting, Dado finishes shall be repaired, replaced within seven days of detection.
8.	Staircases shall be clean and functional	Nil	The staircases shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within seven days after detection.
9.	Cracks, spalling/scaling, blistering of plaster and damages to walls or façade	Maximum 5% per 1000 sq.mtr. area	Shall be rectified within 15 days.
10.	Damages to painting and finishes	Maximum 5% per 1000 sq.mtr. area	Timely intervention as and when necessary to maintain façade beauty.
11.	Directional signs shall be visible and legible	Nil	Any damages/ wearing shall be repaired and rectified within three days.
Roof Inspection			
1.	Vegetation growing on the roof		Timely intervention. Cut any vegetation growing on the roof and fill concrete cement and mortar in that gap.
2.	Check for cans, bottles, leaves, rags, debris etc. on the roof		Clear and sweep every month; before monsoons and during monsoons at closer interval.
Water Supply and Sanitation			
1.	All drinking water chambers shall be cleaned and functional	A minimum of 95% drinking water chambers shall be functional	These shall be cleaned daily. Water supply shall be maintained for 24 hours. Drinking water quality in all the seasons shall be as per WHO standards. These chambers shall be cleaned after every six hours. Any damaged fixtures or tiles in the water chambers shall be replaced, repaired within seven days of detection.
2.	Water supply pumps, pressure vessels and related components.		Maintained as per manuals furnished by manufacturers/ original installation contractors.
3.	Water valves and conveyance network (pipes).		Do away with leakages within 3 days and blockages within 24 hours. Check the water pressure regularly.
4.	Clean and disinfect underground and overhead tanks.	Ensure that there is no deposition of sediments, organic/pathogenic growth.	Cleaning of water tanks should be done every 3 months.



5.	Sanitary fittings	A minimum of 95% toilets and urinals shall be functional	<p>All toilets shall be cleaned, using disinfectants, properly twice daily. However, in case of any fair, event or huge flow of visitors, frequency should be increased. Ensure that all sanitary fittings are intact and in running condition. All leakages from the taps, flush cistern or pipes should be stopped within 24 hours. Ensure that washbasin and sanitary fittings should not get chocked at any point of time.</p> <p>Damaged toilets and urinal pots, washbasins, cisterns, mirrors, taps shall be replaced with the new one of the same specification within seven days of detection. Non-functional toilets, Urinals, bathrooms shall be demarked with suitable signboards.</p>
6	External Drainage System shall be functional free from clogging	Nil	<p>Obstructions must be cleared within two days after detection. Damages must be repaired within seven days after detection by reconstructing to the adequate shape and size. De-silting operations should be done once in a six months' time with minor repairs if needed. During Monsoon, any blocked vent ways shall be cleaned immediately. All filth or any other offensive matter met during the cleaning shall be disposed off properly but in no case allowed to collect/accumulate in the campus.</p> <p>All gratings and covers should be in place at all times and during regular maintenance operation should be kept out of bound from users.</p> <p>Any damage to the sewer system should be rectified within seven days of detection.</p>



7.	Water Logging in common/ open areas		Timely intervention. Nowhere in the common area, any form of water (drinking/ washing and sewage), should be allowed to be collected at any time. Temporary restoration within four hours and permanent restoration within 24 hours.
8.	Solid Waste	A minimum of 95% Dustbins, spittoons shall be functional	To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins (trash or garbage collector provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site. Closed plastic litter bins of adequate capacity would be provided as 'community bins' with handles on the top or on the sides, at appropriate locations. The dustbin shall be emptied after every six hours or earlier if it is full or if creates foul smell. The Operator shall also comply with the local laws requirements in this regard.
Electrical			
1	Power Supply		Any disruption in power supply shall be rectified in six hours. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours.
2	Electrical rooms, electrical equipments in public areas		Inspect daily to ensure that these areas are locked at all times and limited access is provided to authorized person only.
3.	Cables and wires		Inspect every week to see cable and wire connections are insulated, clean and firm/intact.
4.	Electric Meter		Check all meters once in a month time to ensure that they are functioning and are showing correct readings.



5.	Light fittings, includes energy saving tubelights/ lampshades/ LED bulbs	A minimum of 95% light fittings and fixtures shall be functional. Required level of illumination as per norms and specified standards shall be followed and maintained	Temporary measures within 4 hours. Permanent restoration within 3 days. Replacement of lamps and allied fixtures should be carried out promptly.
6.	Switchgear, motor control centres and circuit breaker panels		Ensure that all switchgears, motor control centers and circuit breaker panels are in a good condition. Timely intervention with temporary measures within 4 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by the Nodal Officer and any faulty equipment should be replaced with the same specification equipment.
7.	Other electrical equipments like switches, receptacles, wiring, conduit, junction boxes, lighting protection equipment etc.	A minimum of 95% of fittings and fixtures shall be functional	Replace faulty electrical equipments, if required, with the same specification within 24 hours after detection.
8.	All Information Signages and Display Boards shall be visible, legible and functional	Maximum 2% number of damaged signages and boards	These shall be cleaned once in a week. Damaged signages and boards shall be replaced, repaired within seven and three days respectively of their detection.
9.	Earthing System	Proper Earthing System shall be installed as per standards specified and maintained	Regular maintenance of earthing system to ensure earth continuity at all points in the electrical system upto the main distribution board in each module.
10.	Electrical Appliance		Regular checking and maintenance to ensure seamless functionality. Any fault to be repaired within 24 hours of detection/notice in this regard. Faulty (beyond repair) appliance to be replaced within three days of detection.



11.	CCTV cameras		Always functional. Any fault to be repaired within 24 hours of detection/notice in this regard. Faulty (beyond repair) camera/system to be replaced within three days of detection
Ventilation and Lighting			
1.	Lighting shall be functional		The ventilators, sky-lits etc. serving as source of natural ventilation and other lighting shall be cleaned once a month.
Carpentry and Related Services			
1.	Seating arrangements shall not be damaged	Maximum 5% number of damaged seats	Any damaged seat shall be repaired, replaced within three days of detection. These shall be cleaned 2 times daily.
2.	Other wooden furniture like almirah, office tables, chairs, shelf etc.		Any damaged wooden furniture shall be repaired, replaced within seven days of detection.
3.	Anti-termite treatment		Take proactive action in order to save the wooden furniture and structure from termite attack. Anti-termite treatment should take place at regular intervals.
4.	Maintenance of Doors and Windows		Any loose hinges of the doors and windows should be taken care off immediately after their detection. If window glass are making sound or vibrating in the windy atmosphere then make sure that there should be no gap between the beading and glass. Any broken glass should be replaced within 3 days. The doors, windows, etc. should be cleaned once a month or at shorter duration, if required.
5.	Holes and depression in the wooden structure		Any holes and depression in the wooden structure should be immediately filled with epoxy putty after their detection.
Miscellaneous			



1.	Telecommunication Systems shall be functional		Temporary measures within 8 hours, and permanent restoration within 3 days.
2.	Defects in all other utilities like water supply/ tap/ tap connections/ pipe/ drainage pipes/ tanks & all other building furniture		Timely intervention with temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required.
3.	Complaint Register shall be functional		Shall be available in the Bus Terminal Supervisor's office at all the times. The Complaint register shall be produced before the Authority as and when asked for.
4.	Security		Provide security system and adequate security staff, as per Concession Agreement, so as to ensure safety of project facility and masses, especially women and children.
5.	Rodents/ Pest Control		Routine disinfections, once in 15 days' time, by usage of chemicals of all common areas to maintain hygiene and prevent any air or water borne diseases. Special care should be taken during rainy/monsoon or any other season when the incidence of epidemics are more.
6.	Fire Detection, Fire Alarm and Fire Fighting System		Shall be functional at all times. Designed water pressure shall be maintained in the fire-fighting system at all times and any leakage shall be checked within 24 hours.
7.	Water Fountain		Should be functional on special events. It should be kept clean of algae and other extraneous material. Water should be clean without any foul smell. The spouts should also be kept clean so that water can flow out/ burst from it without any interruption.



8.	First Aid Kit	It should be kept adequately stocked to meet the purpose	Any missing supplies should be stocked within 24 hours or at a shorter duration if required.
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2.2 Periodic/ Preventive Maintenance

- Apart from the routine maintenance works, the following periodic maintenance works shall be done at the Project Facility. All preventive maintenance work should be listed and the time of their execution should be planned beforehand at the beginning of year.
- For periodic maintenance, a register should be maintained and for each periodic maintenance work, some pages should be allotted. An index should be made in the beginning of the register where each preventive maintenance work is listed with the page numbers and its details.
- Further periodic maintenance work should be so organized that there is little inconvenience to the Users.

Preventive Maintenance Performance Standard

Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
Repainting of buildings and all other structures.	Once in three years or earlier if required
Repainting/spirit polish of carpentry work like joinery, doors, windows, ventilators, wooden furniture etc.	Once in three years or earlier if required
Repainting of iron grills, railings, fencing (if required), lamp-posts etc.	Once in a year
Painting external surface with water proofing cement paint	Once in three years
Cleaning and disinfecting of water storage/ distribution tanks, water mains	Once in 3 months
Cleaning of manholes/ gully chambers/ inspection chambers and underground sewerage collection tank	Once in a six months' time or earlier if required
Cleaning electrical installations, fans, etc.	As per requirement or as per manufacturer's installation, operation and maintenance instruction manual.
Painting of cooler window frames and grills, if any	Once in a year
Polishing of flooring (if required)	Once in three years or earlier if required



Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
Mechanical Equipments	As per requirement or as per manufacturer's operation and maintenance instruction manual
Roof Inspection	Once in a year and before monsoon to see and repair whether roof drainage is functioning properly. Also check for presence of leaks and historical information for leaks during long continued rain, leaks occurring every rain etc. Check exposure of bituminous coating due to loose or missing gravel or slag and fix it on an annual basis. Also check all flashing for wind damage, loss of bituminous coating, loose seams and edges, damaged caulking and curling, and exposed edges.
Water proofing of roofs, terraces and tanks	Once in three years
Exterior coatings (water proofing) on walls	Once in three years
Water proofing of interior walls and interior ceilings	Once in three years
Damp proofing of toilets	Once in three years
Pumps	Annual maintenance, which includes: Cleaning and examination of all bearings for flaws developed. Examination of shaft sleeves for wear or scour All instruments and flow meters to be recalibrated End play of all bearings to be checked.
Analogous addressable fire detection, fire alarm and fire-fighting system	Once in a year including conducting of mock drill
Air Conditioning (if any provided)	Once in a year with cleaning of filters at regular interval.

2.3 Maintenance of Landscaped Area

The Operator shall maintain the landscaped areas by ensuring that greenery is maintained owing to proper growth of plants, trees and shrubs. These areas shall be watered depending upon the requirement or depending upon the seasonal and plant requirements. Water fountains,



if provided for enhancing the aesthetics of the area, be maintained properly. The damaged railings, fences around these places shall be replaced at the within seven days of detection. Weeds and parasitic vegetation shall be removed at the earliest to ensure good growth of plants. The branches of the shrubs, plants and trees shall be trimmed and pruned as per requirement.

The Operator shall make provision of natural greenery and plants in lobby areas and common areas to keep the environment of the concerned area to look fresh and lively.

2.4 Complaint Register

The Operator shall see that complaint register is available in its public relation office at all times.

2.5 Equipment Maintenance

The Operator shall undertake planned and reactive maintenance of equipment to ensure that equipment is safe, accurate and working to optimum performance and to achieve maximum availability and continuity of services by maintaining standards set by equipment manufacturer.



Schedule-H: List of Installed Items in the Project Facility
(pursuant to preparation of Joint Inventory – Site under Clause 5.2)

HPIDB Website-08-09-2022